

**PORT ST. LUCIE CITY COUNCIL
AGENDA ITEM REQUEST**

COUNCIL ITEM 13C
DATE 9/10/12

Meeting Date: September 10, 2012

Public Hearing _____ Ordinance _____ Resolution _____ Motion **X**

Item: Contract #20120070- City Phone System Upgrade – AT&T in the amount of \$154,333.98.

Recommended Action:

Pursuant to Chapter 35.06, offers lower than state contract prices, approve upgrade of the City's phone system with BellSouth Communication Systems, LLC d/b/a AT&T Communication Systems Southeast for a total cost of \$154,333.98.

Exhibits: Department memo attached yes [] no
Proposal from AT&T

Summary Explanation/Background Information:

This upgrade should allow the City to extend the life, performance and reliability of the system through the remainder of the decade.

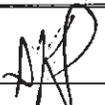
The equipment manufacturer, Avaya, is under the State of Florida contract #730-000-09 -1 which is discounted by 21% off wholesale pricing. AT&T's proposal includes an incremental 32% off wholesale pricing through a special promotion negotiated with Avaya.

Purchase (X) is a replacement Purchase (X) was budgeted () was not budgeted

One time Expenditure: **\$154,333.98**

Department requests expenditure from the following:

Site Location	Fund	Equipment, Installation, Professional Services & Shipping
Loc. 1.(City Hall)	301 – General Fund CIP	\$111,374.58
Eastern Police Station	301 – General Fund CIP	\$2,271.45
Loc. 19:Police Department Fiber Remote	301 – General Fund CIP	\$10,873.10
Bldg.B (Bldg. & Engineering)	110- Building 104-401 - Engineering	\$13,508.54
PSL Utilities	431 - Utilities	\$15,779.13
CS100 PASS – 12 Mo. Support	001 General Fund	\$527.18
	Total Cost	\$154,333.98

Director of OMB concurs with award: 

City Manager concurs with award: 
RECEIVED

Submitted by: David Pollard
Title: Office of Management and Budget Director

Date Submitted: **SEP 04 2012**
August 27, 2012

City Manager's Office

MEMORANDUM

DATE: August 27, 2012

TO: David Pollard, Director
Office of Management & Budget

FROM: Ivy M. Ladyko, Fiscal Manager
Office of Management & Budget

SUBJECT: Phone System Upgrade

Attached please find a proposal from AT&T/AVAYA upgrading the City's Phone System Hardware/Software to the latest version. Currently the city phone systems are running hardware and software operating systems that are manufacturer discontinued and/or at the end of support from the manufacturer, Avaya, Inc. The potential impact of this situation includes:

- o License capacities can no longer be expanded.
- o No corrective content offered by Avaya (patches, bug fixes).
- o Limitations on service offerings from Vendor.
- o Increased risk of extended service outages due to spare parts availability and software support.

The current Avaya hardware platform is limited in Unified Communications features (real-time communication services, i.e. desktop messaging, accommodate growth and redundancy):

- o No system survivability at the Utilities office in the event of a network failure.
- o Cannot support geographic redundancy.

The proposed integration will collapse two (2) stand-alone PBX (Private Branch Exchange) systems and two (2) fiber remote locations into a single communication server, 1000E-High Availability system on Release 7.5. This integration will include the following benefits:

- o Enhanced Reliability.
- o Simplified Software Licensing methodology.
- o Reduced Operating Costs through the removal of the DC power plant and batteries at Building A.
- o Full enablement/connectivity of IP (Internet telephones) and SIP devices (Session Initiation Protocol/telephones) and applications across the entire City of Port St. Lucie system. The upgrade/integration leverages existing investments to the maximum extent and lowers total cost of future integrations to IP/SIP devices only.
- o Full AT&T/Avaya support through 2019, at minimum, per current Avaya contract of record.
- o Utilization of existing handset equipment (current desktop phones will **not** be replaced)

Site/Location	Fund	Equipment, Installation, Professional Services & Shipping
Loc. 1 (City Hall)	301 – General Fund CIP	\$111,374.58
Eastern P.D.	301 – General Fund CIP	2,271.45
Loc. 19 Police Fiber Remote	301- General CIP	10,873.10
Bldg B (Bldg. & Public Works)	110 Building Fund, 104,401 Public Works	13,508.54

PSL Utilities	431- Utilities	15,779.13
CS100- 12 Mo. Support	001-General Fund	527.18
	Total Cost	\$154,333.98

Rosser Police Station is not included in this upgrade.

The pricing for all equipment included is on the State of Florida contract 730-000-09, which is discounted by 21% off wholesale pricing. AT&T's proposal includes an incremental 32% off wholesale pricing. This is accomplished by utilizing a special promotion that AT&T negotiated with Avaya that can only be applied to AT&T installed base Customers. :

Considering the importance of the communication system of the City, I feel that without this upgrade we expose ourselves to potentially higher costs down the road and more severe and longer system interruptions. Considering the costs involved, this upgrade should allow us to extend the life, performance and reliability of the system through the remainder of the decade.

Your review and comments would be greatly appreciated as well as your support in this undertaking.

/IL



Scope of Work Nortel Upgrade Implementation

Master Agreement No.	Quote CPE No.	Date	Sales Service Order	AT&T Project Manager	AT&T Sales Team
CPE64128		7/23/2012	TBD	Jerry Losey	Nancy Vinez Todd Shirley

Customer	Location
City of Port Saint Lucie Customer Number: 71870	Loc 1 - 121 SW Port St. Lucie Blvd Loc 20 - 2000 SE Village Green Loc 11 - 900 SE Ogden Road

Introduction and Intent

This Scope of Work ("SOW") is agreed to under the Master Agreement Number < > between BellSouth Communication Systems, LLC d/b/a AT&T Communication Systems Southeast ("AT&T"), with corporate offices at 1936 Blue Hills Drive, Roanoke, Virginia 24012, a Georgia limited liability company and **City of Port St. Lucie** ("Customer") with headquarters located in Port St. Lucie, FL. Except as specifically stated below, all terms and conditions of the Master Agreement remain in full force and effect.

This SOW defines the Equipment and Services that AT&T shall provide to the Customer under the terms of the Master Agreement. The terms of this SOW are limited to the scope of this SOW and shall not be applicable to any other work.

Terms

AT&T	AT&T Communication Systems Southeast
Customer	City of Port St. Luce
PM	Project Manager
SOW	Scope of Work
IR	Installation Reconciliation form
PSTN	Public Switched Telephone Network
PBX	Private Branch Exchange
LAN	Local Area Network

Project Scope

Services shall include:

- Project Management
- System Design and Review
- Staging and Configuration
- Installation
- Cutover Support
- Testing and Acceptance
- Training (where applicable)

Technical design Services are included to support the installation and configuration of all AT&T provided Equipment components. This Service is limited to equipment specification, recommended Equipment installation locations, recommended Equipment configurations, and logical network design assistance as needed to support the Equipment installation.

Project Overview

AT&T proposes to migrate the existing Avaya CS1000M-SG at 121 SW Port St. Lucie Blvd to an Avaya CS1000E-High Availability system on current software release 7.5. A new survivable media gateway will be added at 900 Ogden Road to provide survivability to IP phones at that location. A new Call Pilot 1006r server will be installed at the Main location and all Call Pilot subscribers migrated to this new platform. The SRG50 at Village Green will be upgraded to Release 6.0 for compatibility.

Avaya Aura Session Manager will be implemented as the SIP routing engine and Aura System Manager will be implemented as the unified system management portal. Telephony Manager will no longer be supported after the migration and upgrade to Release 7.5.

PRI's will be installed at the Main CS1000E and Ogden Road. During normal operation, these PRI facilities will be shared across the entire enterprise.

121 SW Port St. Lucie Blvd

- Migrate the CS1000M-SG to CS1000E-HA, Release 7.5 using Media Gateway 1010 chassis
 - Move required TDM line cards to new MG1010 chassis
- Migrate existing Call Pilot 201i to Call Pilot 1006r server platform.
- Migrate existing fiber remote cabinets to Media Gateway 1010 chassis.
 - Move required TDM line cards from FR cabinets to Media Gateway chassis

Rosser Police Substation

- Not included in this scope of work. Rosser PD site remains as stand-alone Option 11C on Software Release 4.5

Utilities – 900 Ogden Road –

- Install one (1) Survivable Media Gateway chassis and one (1) PRI interface to support the existing IP phones at this location.

Police Substation – 2000 SE Village Green –

- Upgrade the existing Survivable Remote Gateway to current Release 6.0

****This project does not include the disassembly and removal of the old system. If desired, this work can be quoted out on a separate work order****

Hardware

A general summary of the bill of materials is described above in the Project Overview section. An itemized bill of materials with quote numbers noted above will be presented along with this SOW.

Assumptions and General Disclaimers

- All Services, except tasks that are service impacting, will be performed during normal business hours. Non-service impacting tasks performed after normal business hours at Customer request will be charged at AT&T's then current after-hours rates. Normal business hours is defined as Monday – Friday 8:00am to 5:00pm local time. Work after 5:00pm and all day Saturday and Sunday is considered after hours with applicable after hour rates. No holiday work will be scheduled under this SOW.
- All vertical and horizontal communications cabling will be reused in existing condition. AT&T is not responsible for repairing or replacing existing cable, jacks, MDF or IDF Equipment. AT&T will provide these Services upon written request at AT&T's prevailing rates for such products and Services.
- This SOW does not include wiring, running cable or installing AC outlets/power. It is assumed that the Customer or a vendor of Customer's choice will provide for these Services.
- All Customer-owned fiber optic plant and connecting cables will be re-used. Customer is responsible for testing and integrity of fiber optic facilities, including fiber patch cables.
- All Customer data network cabling is Category 5E or higher quality.
- Customer will have all required cabling installed, tested and operation ready prior to the installation.
- System database re-configuration is limited to that which is required by the implementation of the software upgrades, the implementation of Session Manager, and the configuration of end user data associated with the New Tower.

- AT&T is not responsible for integration or operation of Equipment provided by the Customer or a third-party vendor. AT&T is only responsible for integration of Equipment included on the Order or otherwise agreed to.
- AT&T reserves the right to perform some or all of these activities remotely as long as the quality of the work to be performed or the agreed-upon schedules are not affected.
- AT&T is not responsible for the removal or disposal of any existing Equipment or cabling. Upon request, AT&T may perform this work at the current AT&T Time and Material rates using the Change Control process defined below.
- Services may be provisioned by AT&T or individuals or organizations employed by or under contract with AT&T.
- Discounts incorporated into the initial contract pricing may not be applicable to change orders or additional Equipment that is ordered during the life of the project.
- Customer requests for changes and modifications of the Equipment order resulting in the return of Equipment already shipped will be subject to a 15% restocking fee.
- Client software policy (applicable for any client software): AT&T, in compliance with the Customer's security and/or change control policy, will demonstrate the installation and operation of client software for Customer personnel on two (2) Customer-owned computers. The Customer is responsible for installing client software on all other desktops requiring the application.
- Additional T&M work must be requested and approved by the Customer before any T&M work is started. Normal T&M rates apply. The "Change Control" procedure will be used to process all T&M requests or project scope changes.
- Any changes, upgrades or additions to the Customer's network Services must be promptly communicated to the AT&T Project Manager. Delays in the project caused by such activity may be subject to additional charges from AT&T.
- Recovery from virus infection is not included in this SOW or covered under any warranty or maintenance.
- Customer understands that future updates of installed Equipment and Software are not included in this project scope. These may be obtained at an additional charge at a later date as updates become available.
- Manufacturers typically provide documentation on compact disc (CD). Printed material may be obtained at an additional cost from the manufacturer's designated third-party suppliers.
- All costs associated with provisioning the PBX, KEY, or VoIP System room environment, commercial power, and grounding are the responsibility of the Customer.
- AT&T does not provide or include technical training on the installation, maintenance, and administration of the system to Customer personnel. Training is available to the Customer through the manufacturer's authorized training partners.
- In regards to implementation of Voice over IP, AT&T assumes that sufficient bandwidth exists on the Customer's existing data network to accommodate voice traffic. AT&T is not responsible for performance issues related to insufficient bandwidth or quality of (QOS). This SOW does not include data network design review or audits. These Services may be obtained outside this SOW at AT&T's prevailing rates for such products and Services.

AT&T Responsibilities

Project Management

- Designate a single point-of-contact for all project support issues within the scope of this project. Such person shall have the authority to act on all AT&T aspects of the Services.
- Participate in regularly scheduled Customer project meetings.
- Act as the management contact focal point for project scheduling, coordination, change control, escalation, staging, installation and acceptance activities for the AT&T Implementation team effort under this SOW.
- Jointly develop milestones and the detailed project schedule with Customer.
- Deliver Work Complete Form.

System Design & Review

- Work with Customer to understand the environment and to qualify and recommend the CS1000 Call Server/ Call Pilot voice mail requirements.
- Review and validate collected detail information necessary to verify configuration for the AT&T-provided Equipment.
- Review the existing and proposed PSTN Services to ensure all items have been properly addressed and the PSTN Services have been designed appropriately.
- Review with Customer any dial plan, call routing, calling privilege, and feature set capabilities variances of the upgraded PBX System solution.
- Review and prepare user database for migration of Call Pilot users to 1006r platform.
- Review the NRS configuration for migration to Avaya Aura Session Manager

Staging and Configuration

- Staging and initial quality testing of all Equipment provided by AT&T.
- AT&T will install the latest manufacturer approved Microsoft security patches on the servers being used for the applications being implemented, if applicable.
- Load and configure AT&T provided Equipment.
- Develop the implementation-specific network configuration parameters with input from the Customer.

Installation

- Confirm with Customer that the Customer has completed the Site Readiness Recommendations and the network is ready for installation.
- Unpack, inventory and inspect AT&T provided Equipment at the Customer installation site.
- Install, connect, and/or rack mount the Equipment to the Customer provided facilities at the agreed upon demarcation

- points.
- Assemble, install, program and test all system components.
- Troubleshoot and replace hardware failures of new Equipment relating to the installation/upgrade of the AT&T provided product.
- Provide remote technical support for the on-site installation technician during the installation, migration, cutover and implementation testing.
- Verify operation of the installed Equipment.
- Execute the Implementation test plan.
- Document IP addressing plan and Equipment configuration.
- Deliver the work complete form.

Cutover Support

- AT&T will place the system into production mode at a mutually agreed time and date.
- AT&T will perform verification testing to insure that system is operating in accordance with design.
- AT&T will provide on site support for the first business day immediately following system cutover.
- AT&T Project Manager will transition warranty/maintenance support to the local AT&T Field Operations Manager.
- AT&T will provide project close out letter with support contact and escalation lists.

Test and Acceptance

- All standard AT&T upgrade quality control processes will be followed in the implementation of this project. Fall-back contingencies will be mapped in the event that an upgrade does not successfully complete, to insure reliable telecommunications service to the Customer.

Staffing

AT&T acknowledges Customer's desire to have this work implemented on time and on schedule. To ensure effective work coordination and scheduling, AT&T will assign:

- Project Manager upon Customer's acceptance of this SOW and Order placement. The AT&T Project Manager will provide a single point of contact to coordinate all activities to be delivered under the terms of this SOW.
- Implementation Engineer(s)
- Installation Technician(s)

AT&T may replace any of the above personnel at any time by written notice to the Customer a minimum of five (5) days prior to such change.

The Customer point of contact for this project is Ivy Ladyko.

Customer Responsibilities

Project Management

- Designate a single point-of-contact to serve as the official communication link to AT&T. Such person shall have the authority to render decisions on behalf of the Customer and its contractors for all issues related to the project timeline, tasks, and milestones.
- Designate a Technical Contact. That person must have detailed knowledge of the Customer's network as well as policies utilized.
- Provide confirmation of any scheduled activity that will impact the installation to AT&T a minimum of five (5) business days prior to activity's scheduled start date.
- Coordinate with AT&T's Project Manager concerning any schedule changes.
- Ensure all Customer's provided Equipment and required connectivity are on site and available prior to the initiation of the AT&T work schedule.
- Schedule Customer personnel to assist in testing procedures to ensure compliance with manufacturer's specifications before system is placed into production.
- Provide coordination with any third party vendor in regards to interfacing or integration with the PBX, KEY, or VoIP System and any other existing Customer Equipment not provided by AT&T.
- Accept deliveries at the ship to or installation address.

General Requirements

- Provide proper security clearances and/or escorts as required to ensure physical access to the sites where the Services will be performed.
- Designate adequate workspace for AT&T project personnel.
- Provide adequate secured storage, unopened, in original packaging, at the Customer's site for AT&T Equipment for the duration of the project.
- Provide workplace policies, conditions and safety regulations in effect at the Customer's sites.
- Allow AT&T Engineer/Technician(s) access to the network devices, management servers and workstations and copies of policies as required.
- Provide Engineer/Technician(s) with passwords, community strings, SecurID tokens and other security information necessary to gain requested access to the network devices.

- Customer will provide a dumpster or trash receptacle where refuse can be disposed.

Site Survey

- Provide information on any unique network requirements and/or specific issues of which AT&T should be aware.
- Provide detail as requested and available on existing CS1000 System dial plan, call routing patterns, features, telephone type assignment, user names, existing addressing schema, VLAN design, channel assignments and all other database components, as well as phone system model, features, software and hardware releases, etc. This information should be provided for the existing and planned telephony requirements prior to the commencement of installation activity.
- Provide information upon request in regard to existing or planned PSTN Services.
- All costs associated with providing a safe installation site and provisioning the Equipment manufacturer's environmental specifications are the Customer's responsibilities. The specifications include space, environment, commercial power and grounding.
- Concurrence of final database design and network Services design.
- Adherence to freeze or moratorium on modifications to database and design after final concurrence.

Installation

- Provision Equipment room(s) to insure compliance with stated environmental, electrical, and infrastructure requirements prior to the Equipment installation start date. AT&T Project Manager will provide equipment room specifications.
- Provide sufficient rack space, and racks in the MDF/IDF closets at each location for installation of the CS1000E and Call Pilot Gateways and Servers.
- Order facilities from local exchange carrier to provision circuits from Main CS1000E site to Ogden Road survivable Media Gateway. The connection to these sites must be 20mb and support an 80ms R/T, zero packet loss.
- Provide all servers and client PC required for this SOW, where applicable. Such server and client PCs must meet the manufacturers' minimal requirements for the application. These requirements will be provided by the AT&T PM.
- Where applicable, Customer is responsible for deployment of any desktop software applications to its end users. AT&T will deploy up to two (2) end-user desktop applications while training Customer-selected personnel for such deployment.
- Customer is responsible for providing any desired alternate communications during the Service interruptions that are required to perform the deliverables for this SOW.
- Sign Work Complete Form, which enable the following:
 - Update of remote maintenance records to establish Customer as warranty or maintenance Customer.
 - Updates remote maintenance team to monitor the installed system for maintenance issues and take appropriate action according to maintenance Order, if applicable.
 - If exceptions were written on the Work Complete document the project team will continue to be engaged until all exceptions have been addressed and confirmed with the Customer.

Change Control

- The Change Control Process governs changes to the project scope during the life of the project. The purpose of this process is to standardize and optimize the evaluation, testing, and installation of new features and functionality during the project. The process will apply to new components and to enhancements of existing components. The Change Control Process will commence at the start of the project and will continue throughout the project's duration. Additional procedures and responsibilities may be outlined by the Project Manager, mutually accepted by both AT&T and Customer Project Manager, and included in the baseline project plan.
- A Change Request will be the vehicle for communicating any desired material changes to the project. It will describe the change, the reason for the change, and the effect the change may have on the project. The Project Manager of the requesting party will submit a written Change Request to the Project Manager for the other party. The other party will formulate an initial response.
- Both AT&T and Customer will review the proposed Change Request and either approve it or reject it. If approved, both AT&T and Customer will then sign the Change Request form.
- Both AT&T and Customer must sign the approval portion of the Change Request to authorize the implementation of any material change that affects the Project's scope, schedule, quality, or price.

Time & Material Charges

- AT&T standard Time & Material rates are applicable for work requested and performed outside the project scope.
- There will be no other materials or equipment provided other than what is stated in this SOW or on the Order.
- AT&T cannot guarantee that expedite requests can be processed and scheduled due to prior resource commitments.
- AT&T is not responsible for the activities of Customer or any other person or organization that does not fall under the direct control of AT&T. AT&T will not be penalized or have revenue withheld because of delays, activities or lack of activities of other parties or individuals associated with the project.
- Additional T&M work must be requested and approved by Customer before any T&M work is started. The "Change Control" procedure will be used to process all T&M requests or project scope changes.

- A problem escalation plan will be developed by both parties and mutually agreed to by both parties.

Completion

Acceptance of Equipment and Services occurs on Implementation as defined in the Master Agreement. Customer has five (5) working days to schedule the appropriate Customer personnel to review the particular Equipment and Services provided and sign the Equipment and/or Service Deliverable Acknowledgement document. Signing this Acknowledgement, or failure to respond within the five (5) working day period, signifies Customer's acknowledgement of the compliance with specifications of the Equipment and Services. If the Equipment and/or Services do not comply with applicable specifications, Customer must immediately provide written notification to AT&T describing how the Equipment or Services fail to comply. AT&T shall have ten (10) working days after the receipt of such notice to correct the noncompliance if that noncompliance is within the scope of the project. The time to correct may be extended by mutual consent. On correction of the noncompliance, Customer shall sign the Acknowledgement.

City of Port Saint Lucie

**BellSouth Communication Systems, LLC
d/b/a AT&T Communication Systems Southeast**

By: _____

By: _____

Name: _____

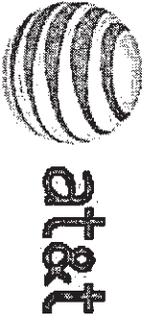
Name: _____

Title: _____

Title: _____

Date: _____

Date: _____



Schedule For The Purchase Of Equipment And/OR Service

Customer Name **PORT ST LUCIE CITY OF**
 Customer Number **71870**

Quote # 321312697	Equipment/Services Payment	Totals		*** Maintenance Not Selected
Customer Reference # <i>(Informational Purposes Only)</i>	Cash	Equipment	\$83,862.08	
Tax Exempt <input type="checkbox"/> Yes <input type="checkbox"/> No	% With Order	Installation & Professional Services	\$50,339.31	
Certification #:	% At Delivery	Shipping	\$1,259.56	
Customer Initials	% At Cutover	Total Price	\$135,460.95 <i>(Excluding Taxes)</i>	
	Refurbished <input type="checkbox"/>	Electrical Damage Repair Service for Key Systems Only	Accepted <input checked="" type="checkbox"/> Declined <input type="checkbox"/>	

Pursuant to the terms and conditions of the Agreement referenced herein and any mutually agreed applicable modifications thereof, Customer agrees to purchase and AT&T Communication Equipment and/or Services described in this Order. This Order shall automatically incorporate therein all the terms and conditions of the Agreement, and any mutually agreed modifications on any Customer order forms, purchase orders or other Customer documents shall be deemed deleted. If Customer elects the "Lease" option and for any reason the lease is made payments, Customer agrees to pay "Cash" per AT&T's then standard payment terms for the Equipment and/or services covered by this order. Payment for Installation Services is due Services and Invoicing to the Customer.

If the implementation of this Order is delayed, by no fault of AT&T, sixty (60) or more days from the original agreed implementation date, or if there is no agreed date, for ninety (90) or more Order by AT&T, AT&T will have the following options: (i) revise the Total Equipment Price to reflect then current AT&T pricing, (ii) require payment for Equipment delivered and Ser the Order and collect reasonable termination charges, including manufacturer's restocking charges plus non-recoverable materials and labor expended and last margin.

PORT ST LUCIE CITY OF

AT&T Communication Systems Southas

Accepted By:

By _____ Date _____
 Authorized Signature

By _____ Date _____
 Authorized Signature

Name (Type or Print) _____ Title _____

Name (Type or Print) _____ Title _____

Quote ID **321312697**
 Customer Number **71870**
 Expiration Date: **September 22, 2012**
 Customer Reference # _____
(For Informational Purposes Only)

Proprietary Information between AT&T and Customer ONLY. Any distribution outside of these parties will result in additional charges to customer for engineering and configuring the quote at AT&T's then current rates.



at&t

Schedule For The Purchase Of Equipment And/Or Service

Customer Name **PORT ST LUCIE CITY OF**
Customer Number **71870**

Quote # 321312721	Equipment/Services Payment Cash _____ % With Order _____ % At Delivery _____ % At Cutover _____	Totals	
Customer Reference # <i>(Informational Purposes Only)</i>	Tax Exempt <input type="checkbox"/> Yes <input type="checkbox"/> No	Equipment Installation & Professional Services Shipping	<input type="text" value="\$5,925.51"/> <input type="text" value="\$630.00"/> <input type="text" value="\$291.92"/>
Certification #:	Customer Initials	Total Price	<input type="text" value="\$6,847.43"/> <i>(Excluding Taxes)</i>
		Electrical Damage Repair Service for Key Systems Only	<input type="checkbox"/> Accepted <input type="checkbox"/> Declined
			*** Maintenance Not Selected

Pursuant to the terms and conditions of the Agreement referenced herein and any mutually agreed applicable modifications thereof, Customer agrees to purchase and AT&T Communication Equipment and/or Services described in this Order. This Order shall automatically incorporate therein all the terms and conditions of the Agreement, and any mutually agreed modifications on any Customer order forms, purchase orders or other Customer documents shall be deemed deleted. If Customer elects the "Lease" option and for any reason the lease is not made payments, Customer agrees to pay "Cash" per AT&T's then standard payment terms for the Equipment and/or services covered by this order. Payment for Installation Services is due Services and Invoicing to the Customer.

If the implementation of this Order is delayed, by no fault of AT&T, sixty (60) or more days from the original agreed implementation date, or if there is no agreed date, for ninety (90) or more Order by AT&T, AT&T will have the following options: (i) revise the Total Equipment Price to reflect then current AT&T pricing; (ii) require payment for Equipment delivered and Ser the Order and collect reasonable termination charges, including manufacturer's restocking charges plus non-recoverable materials and labor expended and lost margin.

PORT ST LUCIE CITY OF

AT&T Communication Systems Southeast

Accepted By:

By _____
Authorized Signature _____ Date _____

By _____
Authorized Signature _____ Date _____

Name (Type or Print) _____ Title _____

Name (Type or Print) _____ Title _____

Quote ID **321312721**
Customer Number **71870**
Expiration Date **September 22, 2012**
Customer Reference # _____
(For Informational Purposes Only)

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321312721

COPY OF City of PSL - UPS

Address

121 SW PORT ST. LUCIE BLVT

City/State/Zip

PORT ST. LUCIE, FL 34984

Parts Description

Of Units

Manufacturer Part #

AT&T Part #

Eqpl/Inst Unit

Price Per

AT&T Extended Price Package / Billing / Descrip

ON2000 RM/FM EXT RUN TIME 1900VA UPS

PREMISE VISIT

1	ON2000XAUSN	875248	X	X	\$1,998.20	\$1,998.20	Not Applicable
1		SV2VST	X	X	\$0.00	\$0.00	No Coverage Selected

Equipment Total

Installation Total

Location Total

\$1,998.20

\$183.75

\$2,181.95

Maintenance Total

Extended maintenance term for p

321312721

COPY OF City of PSL - UPS

Address

121 SW PORT ST. LUCIE BLVT

City/State/Zip

PORT SAINT LUCIE, FL 3498

Parts Description

Of Units

Manufacturer Part #

AT&T Part #

Eqpl/Inst Unit

Price Per

AT&T Extended Price Package / Billing / Descrip

ON1500 RM/FM EXT RUN TIME 1500VA UPS

PREMISE VISIT

1	ON1500XAUSN	876242	X	X	\$1,407.73	\$1,407.73	Not Applicable
1		SV2VST	X	X	\$0.00	\$0.00	No Coverage Selected

Equipment Total

Installation Total

Location Total

\$1,407.73

\$131.25

\$1,538.98

Maintenance Total

Extended maintenance maintenance term for p

Quote ID 321312721

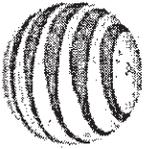
Customer Number: 71870

Expiration Date: September 22, 2012

Customer Reference #

(For Informational Purposes Only)

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at&t

321312721

COPY OF City of PSL - UPS

Address

900 OGDEN LN

City/State/Zip

PORT ST. LUCIE, FL 34983

Location Number / Name
16 PORT ST LUCIE/UTILITIES

Parts Description	# Of Units	Manufacturer Part #	AT&T Part #	Eqpl/Inst	Price Per Unit	AT&T Extended Price	Package / Billing / Descrip
ON1000 POWER CONDITIONED UPS - SW INCLUDED	1	ON1000XA-U-SN	872659	X X	\$1,111.85	\$1,111.85	Not Applicable No Coverage Selected
PREMISE VISIT	1		SV2VST	X X	\$0.00	\$0.00	Not Applicable Not Applicable
Equipment Total					\$1,111.85		Maintenance Total
Installation Total					\$183.75		Extended maintenance
Location Total					\$1,295.60		maintenance term for p

321312721

COPY OF City of PSL - UPS

Address

121 SW PORT ST LUCIE BLVD

City/State/Zip

PORT ST. LUCIE, FL 34984

Location Number / Name
17 PORT ST. LUCIE, CITY OF/SEQ002

Parts Description	# Of Units	Manufacturer Part #	AT&T Part #	Eqpl/Inst	Price Per Unit	AT&T Extended Price	Package / Billing / Descrip
ON1500 RM/FM EXT RUN TIME-1500VA UPS	1	ON1500XA-U-SN	876242	X X	\$1,407.73	\$1,407.73	Not Applicable No Coverage Selected
PREMISE VISIT	1		SV2VST	X X	\$0.00	\$0.00	Not Applicable See Bundle Details
Equipment Total					\$1,407.73		Maintenance Total
Installation Total					\$131.25		Extended maintenance
Location Total					\$1,538.98		maintenance term for p

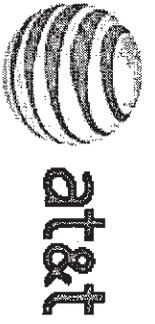
Quote ID 321312721

Customer Number: 71870

Expiration Date: September 22, 2012

Customer Reference # (For Informational/Purposes Only)

Proprietary Information between AT&T and Customer ONLY. Any distribution outside of these parties will result in additional charges to customer for engineering and configuring the quote at AT&T's then current rates.



321312697

City of PSL Upgrade 7-24-12

Address

121 SW PORT ST. LUCIE BLVD

City State Zip

PORT ST. LUCIE, FL 34984

Location Number / Name
1 PORT ST. LUCIE, CITY OF

Parts Description	# Of Units	Manufacturer Part #	AT&T Part #	Eqpl/Inst	Price Per Unit	AT&T Extended Price	Package / Billing / Descrip
CS 1000E (CPPM) SA SYSTEM SOFTWARE R7.5	1	NTE900MH	897413	X	\$3,350.00	\$3,350.00	Not Applicable
GEOGRAPHIC REDUNDANT PRIMARY SPECIFIER CODE	1	N0023082	910539	X	\$0.00	\$0.00	No Coverage Selected
FULL APPLICATION SITE MOVE SUMMARY SHEET	1	N0134948	890581	X	\$0.00	\$0.00	No Coverage Selected
CARD, 8-PORT UNIVERSAL TRUNK	1	NT8D14DAE5	895350	X	\$3,643.46	\$3,643.46	Not Applicable
MG1000 CHASSIS AND CABINET T1 DEVICE	1	NTBK65AAE5	892248	X	\$199.66	\$199.66	No Coverage Selected
GROUND BAR	1	NTBK80BA	831122	X	\$64.99	\$64.99	No Coverage Selected
MG1010 POWER SUPPLY	2	NTC312AAE6	895590	X	\$572.85	\$1,145.70	No Coverage Selected
CALL-PROCESSOR SERIAL PORT ADAPTER KIT	1	NTC325BAE6	896057	X	\$32.83	\$32.83	No Coverage Selected
CABLE ETHERNET RJ45 M-M 25CM	4	NTDU0608E6	891602	X	\$61.64	\$246.56	No Coverage Selected
MEDIA GATEWAY MG1010 CHASSIS R7	1	NTDU22LB	896855	X	\$5,025.00	\$5,025.00	Not Applicable
*** MEDIA GATEWAY CONTROLLER W/METAL	1	NTDW98AAE5	895425	X	\$0.00	\$0.00	See Bundle Details.
*** MG1010 SERIAL ADAPTER KIT (INCLUDES AUX	1	NTC325AAE6	895591	X	\$0.00	\$0.00	No Coverage Selected
*** MG1010 MEDIA GATEWAY CHASSIS	1	NTC310AAE6	895589	X	\$0.00	\$0.00	No Coverage Selected
*** MG1010 POWER SUPPLY	1	NTC312AAE6	895590	X	\$0.00	\$0.00	No Coverage Selected
** 128 DSP DAUGHTERBOARD	1	NTDW78AAE5	897202	X	\$0.00	\$0.00	No Coverage Selected
MEDIA CARD 32S (MC 32S)	1	NTDU41GA	890521	X	\$991.60	\$991.60	Not Applicable
*** SHIELD-50 PIN KEY TELEPHONE TO 9D SUB &	1	NTVQ0110E5	886401	X	\$0.00	\$0.00	See Bundle Details.
*** CS1000 IT-G-MSPD MEDIA CARD 32 PORT (RHS)	1	NTDW65AAE5	890532	X	\$0.00	\$0.00	No Coverage Selected
*** MEDIA CARD MAINTENANCE CABLE (3M)	1	NTAG81CAE6	891301	X	\$0.00	\$0.00	No Coverage Selected
** M1 BACKPLANE TO 50 PIN I/O PANEL MOUNTING	1	NTCW84JAE6	893159	X	\$0.00	\$0.00	No Coverage Selected
UNIVERSAL DIGITAL TRUNK CLOCK CONTROLLER	1	NTDW12AAE5	897707	X	\$871.00	\$871.00	Not Applicable
UNIVERSAL DIGITAL TRUNK E1/T1 PACK	1	NTDW79ABE5	897252	X	\$2,787.20	\$2,787.20	No Coverage Selected
1 SIP ACCESS PORT - NO CHARGE LICENSE	100	NTE980JC	897527	X	\$0.00	\$0.00	No Coverage Selected

Quote ID: 321312697

Customer Number: 71870

Expiration Date: September 22, 2012

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at&t

321312697

City of PSL Upgrade 24-12

Address

City/State/Zip

Location Number / Name
1 PORT ST. LUCIE, CITY OF

121 SW PORT ST. LUCIE BLVD

PORT ST. LUCIE, FL 34984

Parts Description	# Of Units	Manufacturer Part #	AT&T Part #	Eqpl/Inst	Price Per Unit	AT&T Extended Price	Package / Billing / Descrip
CS 1000E CPPM 0 LINE 0 TRUNK - SA (MG1010) R7	1	NTDHU61DB	896857	X	\$7,370.00	\$7,370.00	Not Applicable See Bundle Details.
*** MEDIA GATEWAY CONTROLLER W/METAL	1	NTDW98AAE5	895425	X	\$0.00	\$0.00	No Coverage Selected
*** MG1010 SERIAL ADAPTER KIT (INCLUDES AUX	1	NTC325AAE6	895591	X	\$0.00	\$0.00	No Coverage Selected
*** MG1010 MEDIA GATEWAY CHASSIS	1	NTC310AAE6	895589	X	\$0.00	\$0.00	No Coverage Selected
*** MG1010 POWER SUPPLY	1	NTC312AAE6	895690	X	\$0.00	\$0.00	No Coverage Selected
*** CALL PROCESSOR SERIAL PORT ADAPTER KIT	1	NTC325BAE6	896057	X	\$0.00	\$0.00	No Coverage Selected
*** 128 DSP DAUGHTERBOARD	1	NTDW78AAE5	897202	X	\$0.00	\$0.00	No Coverage Selected
*** CPPM CALL SERVER PROCESSOR W/METAL	1	NTDW99CAE5	667380	X	\$0.00	\$0.00	No Coverage Selected
CPDC SIGNALING SERVER (CHASSIS OR CABINET) R7.5	1	NTHU62AF	897525	X	\$2,814.00	\$2,814.00	No Coverage Selected
CPPM SIGNALING SERVER IP APPLICATIONS R7.5 (4GB	1	NTM427BDE6	897461	X	\$0.00	\$0.00	No Coverage Selected
DB9F TO DB9F SERIAL CABLE NULL MODEM	1	NTRX28NPE6	994739	X	\$38.86	\$38.86	No Coverage Selected
AC POWER CORD - NA NEMA 5-15P 125V 13A 10FT	6	NTTK14ABE6	891222	X	\$28.14	\$168.84	No Coverage Selected
SW UPGRADE EXISTING TO R7.5 (UP TO 1199 USERS)	1028	NTE946LL	897487	X	\$32.16	\$333,060.48	No Coverage Selected
INSTALLATION FOR NTE946LL	1	NTE946LL:INSTALL	897488	X	\$0.00	\$0.00	No Coverage Selected
MGATE AMPHENOL SOPIN TO RJ45 ADAPTER	1	ND193176	894157	X	\$83.75	\$83.75	No Coverage Selected
MGATE DS30 RJ45 CALLPILOT 32 DS30 CHANNELS	1	NTRB18DAE5	892686	X	\$398.65	\$398.65	No Coverage Selected
AC POWER CORD - NA NEMA 5-15P 125V 13A 10FT	2	NTTK14ABE6	891222	X	\$28.14	\$56.28	No Coverage Selected
CALLPILOT 2 VOICE CHANNELS	1	NTZE07EA	835880	X	\$505.85	\$505.85	No Coverage Selected
CALLPILOT DESKTOP MESSAGING CAPABILITY 20	1	NTZE11HA	835894	X	\$1,443.85	\$1,443.85	No Coverage Selected
CALLPILOT MULTIMEDIA MAILBOXES WITH VOICE 20	2	NTZE19AA	835902	X	\$1,443.85	\$2,887.70	No Coverage Selected
CALLPILOT MULTIMEDIA MAILBOXES WITH VOICE 100	1	NTZE19CA	835904	X	\$6,130.50	\$6,130.50	No Coverage Selected
CALLPILOT SOFTWARE UPGRADE ORDER CODE	1	NTZE4002	865436	X	\$0.00	\$0.00	No Coverage Selected
CALLPILOT PLATFORM/MIGRATION ORDER CODE	1	NTZE4003	835915	X	\$1,400.30	\$1,400.30	No Coverage Selected

Quote ID: 321312697

Customer Number: 71870

Expiration Date: September 22, 2012

Customer Reference #

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(For Informational Purposes Only)



321312697

City of PSL Upgrade 7-24-12

Address

121 SW PORT ST. LUCIE BLVD

City/State/Zip

PORT ST. LUCIE, FL 34984

Location Number / Name
1 PORT ST. LUCIE, CITY OF

Parts Description	# Of Units	Manufacturer Part #	AT&T Part #	Eqpl/Inst	Price Per Unit	AT&T Extended Price	Package / Billing / Descrip
CALLPILOT 5.0 1006R ELAN MIGRATION SERVER - 96	1	NTZE73BAE5	886825	X	\$14,401.65	\$14,401.65	No Coverage Selected
SYSTEM MANAGER RELEASE 6	1	NTL216899	488267	X	\$0.00	\$0.00	No Coverage Selected
SYSTEM MANAGER SERVER HP DL360G7 SRVR 2CPU	1	NTL700501093	488268	X	\$7,638.00	\$7,638.00	No Coverage Selected
AC POWER CORD - NA NEMA 5-15P 125V 13A 10FT	2	NTTK14ABE6	891222	X	\$28.14	\$56.28	No Coverage Selected
AVAYA AURA SYSTEM MANAGER 6.2 SP2 DVD	1	NTL700503816	667805	X	\$33.50	\$33.50	No Coverage Selected
AVAYA AURATM SESSION MANAGER 6.2 SP2 DVD	1	NTL700503265	667850	X	\$33.50	\$33.50	No Coverage Selected
AVAYA AURATM SESSION MGR R6.2 REDHAT	1	NTL700501476	667414	X	\$33.50	\$33.50	No Coverage Selected
SM R6.X SIP CONNECTION LIC ENTITLE	220	NTL284231	488289	X	\$0.00	\$0.00	No Coverage Selected
SESSION MANAGER HP SERVER DL360G7 SRVR 2CPU	1	NTL700501092	488270	X	\$7,638.00	\$7,638.00	No Coverage Selected
MPR10045 UDC-45% OFF TOTAL WPP	41609	MPR10045	887482	X	\$-1.42	\$-59,084.78	No Coverage Selected
1GB 333DDR MEMORY UPGRADE MODULE	1	ND198586	884386	X	\$234.50	\$234.50	No Coverage Selected
GROUND BAR	1	NTBK80BA	831122	X	\$64.99	\$64.99	No Coverage Selected
MG1010 POWER SUPPLY	1	NTC312AAE6	895590	X	\$572.85	\$572.85	No Coverage Selected
CABLE ETHERNET RJ45 M-M 25CM	2	NTDU060E6	891602	X	\$61.64	\$123.28	No Coverage Selected
MEDIA GATEWAY MG1010 CHASSIS R7	1	NTDU22LB	896855	X	\$5,025.00	\$5,025.00	No Coverage Selected
MEDIA GATEWAY CONTROLLER W/METAL	1	NTDW98AAE5	895425	X	\$0.00	\$0.00	No Coverage Selected
MG1010 SERIAL ADAPTER KIT (INCLUDES AUX	1	NTC325AAE6	895591	X	\$0.00	\$0.00	No Coverage Selected
MG1010 MEDIA GATEWAY CHASSIS	1	NTC310AAE6	895589	X	\$0.00	\$0.00	No Coverage Selected
MG1010 POWER SUPPLY	1	NTC312AAE6	895590	X	\$0.00	\$0.00	No Coverage Selected
128 DSP DAUGHTERBOARD	1	NTDW78AAE5	897202	X	\$0.00	\$0.00	No Coverage Selected
CPM SIGNALING SERVER LINUX UPGRADE TO R7.5	1	NTM427CDE6	897462	X	\$33.50	\$33.50	No Coverage Selected
AC POWER CORD - NA NEMA 5-15P 125V 13A 10FT	2	NTTK14ABE6	891222	X	\$28.14	\$56.28	No Coverage Selected
MPR10045 UDC-45% OFF TOTAL WPP	2674	MPR10045	887482	X	\$-1.42	\$-3,797.08	No Coverage Selected

Quote ID: 321312697

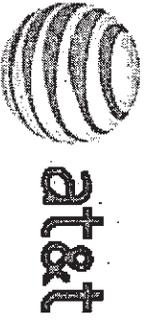
Customer Number: 71870

Expiration Date: September 22, 2012

Customer Reference #

(For Informational Purposes Only)

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321312697 City of PSL Upgrade 7-24-12

Location Number / Name: PORT ST. LUCIE, CITY OF
 Address: 121 SW PORT ST. LUCIE BLVD
 City/State/Zip: PORT ST. LUCIE, FL 34984

Parts Description	# Of Units	Manufacturer Part #	AT&T Part #	Eqpl/Inst	Price Per Unit	AT&T Extended Price	Package / Billing / Descrip
CPM SIGNALING SERVER HARD DRIVE KIT - BLANK -	1	NTDW065AAE5	892740	X	\$527.96	\$527.96	Not Applicable No Coverage Selected.
ETHERNET ROUTING SWITCH 2528T WITH 24-10/100	2	AL2500E01-E6	890021	X	\$465.65	\$931.30	Not Applicable Not Applicable
RJ45 PATCH CORD YELLOW, 25FT	24	2-219203-5	868752	X	\$6.82	\$163.68	Not Applicable No Coverage Selected.
SEB REMOTE MONITORING UPGRADE PACKAGE	1		8899112	X	\$1,716.64	\$1,716.64	Not Applicable See Bundle Details.
*** TELTRONICS SEB NET-PATH 4-PORT, 8 SENSOR,	1	SEBNP4SM10	883048	X	\$0.00	\$0.00	Not Applicable
*** TELTRONICS CABLE SEB2 TO SL-1 & SL-1E	1	CABNP/SL1	835010	X	\$0.00	\$0.00	Not Applicable No Coverage Selected.
*** 64MB COMPACT FLASH WITH PCMCI A ADAPTOR	1	N0140428	888144	X	\$0.00	\$0.00	Not Applicable No Coverage Selected.
*** TRANSCEND TS5MCF2PC - PCMCI A TA	1	YY51-1821864	867214	X	\$0.00	\$0.00	Not Applicable No Coverage Selected.
REMOTE IMPLEMENTATION COORDINATION SUPPORT	1	267565	RICSCS1K	X	\$3,040.00	\$3,040.00	Not Applicable No Coverage Selected.
REMOTE IMPLEMENTATION COORDINATION SUPPORT	1	267566	RICSCP	X	\$3,040.00	\$3,040.00	Not Applicable No Coverage Selected.
INSTALL MISC EQUIPMENT (NONPID/NONSTANDARD)	32	SV2INS	SV2INS	X	\$0.00	\$0.00	Not Applicable No Coverage Selected.
INSTALL COMMON EQUIPMENT 1/2 HOUR PREMIUM	48		SV2PRE	X	\$0.00	\$0.00	Not Applicable No Coverage Selected.
SESSION/SYSTEM MANAGER INSTALLATION	2	267565	RICSCS1K	X	\$3,040.00	\$6,080.00	Not Applicable No Coverage Selected.
SESSION/SYSTEM MANAGER INSTALLATION	2500	A0879891	860667	X	\$1.00	\$2,500.00	Not Applicable No Coverage Selected.
SESSION/SYSTEM MANAGER INSTALLATION	80	SV2INS	SV2INS	X	\$0.00	\$0.00	Not Applicable No Coverage Selected.
SESSION/SYSTEM MANAGER INSTALLATION	80	SV2CON	SV2CON	X	\$0.00	\$0.00	Not Applicable No Coverage Selected.
CONSULTATION TIME ONE HOUR	80		SV2VST	X	\$0.00	\$0.00	Not Applicable No Coverage Selected.
PREMISE VISIT	1			X	\$0.00	\$0.00	Not Applicable No Coverage Selected.

Equipment Total: \$65,779.61
 Installation Total: \$30,363.12
 Location Total: \$96,142.73
 Maintenance Total:
 Extended maintenance
 Maintenance term for p

Quote ID: 321312697
 Customer Number: 71870
 Expiration Date: September 22, 2012
 Customer Reference #
 (For Informational Purposes Only)

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321312697

City of PSL Upgrade 7-24-12

City State Zip

Location Number / Name
16 PORT ST LUCIE/UTILITIES

Address
900 OGDEN LN

PORT ST LUCIE, FL 34983

Parts Description	# Of Units	Manufacturer Part #	AT&T Part #	Eqpt/Inst	Price Per Unit	AT&T Extended Price	Package / Billing / Descrip
MG1000 CHASSIS AND CABINET T1 DEVICE	1	NTBK65AAE5	892248	X	\$205.62	\$205.62	Not Applicable
GROUND BAR	1	NTBK80BA	831122	X	\$66.93	\$66.93	No Coverage Selected
UNIVERSAL DIGITAL TRUNK CLOCK CONTROLLER	1	NTDW12AAE5	897707	X	\$897.00	\$897.00	No Coverage Selected
UNIVERSAL DIGITAL TRUNK EXT 1 PACK	1	NTDW79ABE5	897252	X	\$2,870.40	\$2,870.40	No Coverage Selected
CS 1000E CPMG 128 0 LINE 0 TRUNK - SA (CHASSIS) R7	1	NTHU611A	896658	X	\$4,416.00	\$4,416.00	No Coverage Selected
** CABINET AND CHASSIS MAIN CABLE KIT	1	NTDK48KAE6	899966	X	\$0.00	\$0.00	No Coverage Selected
** MEDIA GATEWAY 1000 CHASSIS	1	NTDU14DAE5	890023	X	\$0.00	\$0.00	No Coverage Selected
** 19 INCH CHASSIS RACK MOUNT KIT	1	NTTK09AAE5	890157	X	\$0.00	\$0.00	No Coverage Selected
** CALL PROCESSOR SERIAL PORT ADAPTER KIT	1	NTC325BAE6	896057	X	\$0.00	\$0.00	No Coverage Selected
** CS1000 CPMG-128	1	NTDW5503E6	896853	X	\$0.00	\$0.00	No Coverage Selected
** CPD/C/PMG PROGRAMMED HARD DRIVE KIT R7	1	NTTK14ABE6	891222	X	\$28.98	\$28.98	No Coverage Selected
AC POWER CORD - IMA NEMA 5-15P 125V 13A 10FT	1	NTT920CB	897447	X	\$3,450.00	\$3,450.00	No Coverage Selected
SURVIVABLE MG(CPMG128) CO-RES SYSTEM	1	MPR10045	887482	X	\$-1.46	\$-6,818.20	No Coverage Selected
MPR10045 UDC-45% OFF TOTAL WPP	4670						
ETHERNET ROUTING SWITCH 2528T WITH 24 10/100	1	AL2500E01-E6	890021	X	\$479.55	\$479.55	No Coverage Selected
R445 PATCH CORD YELLOW, 25FT	6	2-219203-5	868752	X	\$7.02	\$42.12	No Coverage Selected
ADTRAN T1 ESF CSU/ACE	1	1204028L1	878117	X	\$800.10	\$800.10	No Coverage Selected
T-1/DSL CPE PROTECTOR	1	RLDP48C	862423	X	\$39.42	\$39.42	No Coverage Selected
INSTALL MISC EQUIPMENT (NONPID/NONSTANDARD)	16	SVZINS	SVZINS	X	\$0.00	\$0.00	No Coverage Selected
CONSULTATION TIME ONE HOUR	16	SVZCON	SVZCON	X	\$0.00	\$0.00	No Coverage Selected
PREMISE VISIT	1	SVZVST	SVZVST	X	\$0.00	\$0.00	No Coverage Selected

Quote ID 321312697

Customer Number: 71870

Expiration Date: September 22, 2012

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at&t

321312697 City of PSE Upgrade 7-24-12

Location Number / Name
16 PORT ST LUCIE/UTILITIES

Address
900 OGDEN LN

City, State Zip
PORT ST. LUCIE, FL 34983

Equipment Total	\$6,477.92
Installation Total	\$8,005.61
Location Total	\$14,483.53

Maintenance Total	
Extended maintenance	
maintenance term for p	

Quote ID 321312697

Customer Number: 71870
Expiration Date: September 22, 2012

Customer Reference #
(For Informational Purposes Only)

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at&t

321312697

City of PSL Upgrade 7-24-12

Address

121 SW PORT ST LUCIE BLVD

City/State/Zip

PORT ST. LUCIE, FL 34984

Location Number / Name
17 PORT ST. LUCIE, CITY OF/SEQ002

Parts Description	# Of Units	Manufacturer Part #	AT&T Part #	Eqpl/Inst	Price Per Unit	AT&T Extended Price	Package / Billing / Descrip
GROUND BAR	1	NTBK60BA	831122	X	\$62.08	\$62.08	Not Applicable
MG1010 POWER SUPPLY	2	NTC312AAE6	895590	X	\$547.20	\$1,094.40	No Coverage Selected.
CABLE ETHERNET RJ45 M-M 25CM	4	NTDU0606E6	891602	X	\$58.88	\$235.52	No Coverage Selected
MEDIA GATEWAY MG1010 CHASSIS R7	2	NTDU22LB	896855	X	\$4,800.00	\$9,600.00	No Coverage Selected.
MEDIA GATEWAY CONTROLLER W/METAL	2	NTDW98AAE5	895425	X	\$0.00	\$0.00	See Bundle Details.
MG1010 SERIAL ADAPTER KIT (INCLUDES AUX	2	NTC325AAE6	895591	X	\$0.00	\$0.00	No Coverage Selected
MG1010 MEDIA GATEWAY CHASSIS	2	NTC310AAE6	895589	X	\$0.00	\$0.00	No Coverage Selected
MG1010 POWER SUPPLY	2	NTC312AAE6	895590	X	\$0.00	\$0.00	No Coverage Selected.
128 DSP DAUGHTERBOARD	2	NTDW79AAE5	897202	X	\$0.00	\$0.00	No Coverage Selected.
MEDIA CARD 32S (MC 32S)	1	NTDU41GA	890521	X	\$947.20	\$947.20	Not Applicable
SHIELDED 50 PIN KEY TELEPHONE TO 9D SUB &	1	NTVQ0110E5	886401	X	\$0.00	\$0.00	See Bundle Details.
CS1000 IT-G-MSPD MEDIA CARD 32 PORT (RCHS)	1	NTDW65AAE5	890532	X	\$0.00	\$0.00	No Coverage Selected.
MEDIA CARD MAINTENANCE CABLE (3M)	1	NTAG81CAE6	891301	X	\$0.00	\$0.00	No Coverage Selected
M1 BACKPLANE TO 50PIN I/O PANEL MOUNTING	1	NTCW84JAE6	893159	X	\$0.00	\$0.00	No Coverage Selected.
AC POWER CORD - NA NEMA 5-15P 125V 13A 10FT	4	NTTK14ABE6	891222	X	\$26.88	\$107.52	No Coverage Selected.
MPR10045 UDC-45% OFF TOTAL WPP	5081	MPR10045	887482	X	\$-1.36	\$-6,910.16	No Coverage Selected
ETHERNET ROUTING SWITCH 2528T WITH 24 10/100	1	AL2500E01-EB	890021	X	\$444.80	\$444.80	Not Applicable
RJ45 PATCH CORD YELLOW, 25FT	8	2-219203-5	868752	X	\$6.52	\$52.16	No Coverage Selected
INSTALL MISC. EQUIPMENT (NONPID/NONSTANDARD)	16	SVZINS	SVZINS	X	\$0.00	\$0.00	No Coverage Selected
INSTALL COMMON EQUIPMENT 1/2 HOUR PREMIUM	24	SVZPRE	SVZPRE	X	\$0.00	\$0.00	Not Applicable
CONSULTATION TIME ONE HOUR	24	SVZCON	SVZCON	X	\$0.00	\$0.00	No Coverage Selected.
PREMISE VISIT	1	SVZVST	SVZVST	X	\$0.00	\$0.00	Not Applicable

Quote ID 321312697

Customer Number: 71870

Expiration Date: September 22, 2012

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at&t

321312697

City of PSL Upgrade - 7-24-12

Location Number / Name
17 PORT ST. LUCIE, CITY OF/SEQ002

Address

121 SW PORT ST LUCIE BLVD

City, State Zip

PORT ST. LUCIE, FL 34984

Equipment Total \$5,633.52
Installation Total \$6,336.04
Location Total \$11,969.56

Maintenance Total
Extended maintenance
maintenance term for p

Quote ID 321312697

Customer Number: 71870

Expiration Date: September 22, 2012

Customer Reference #

(For: Informational Purposes Only)

Proprietary information between AT&T and Customer ONLY. Any distribution outside of these parties will result in additional charges to customer for engineering and configuring the quote at AT&T's then current rates.



at&t

321312697

City of PSL Upgrade 7-24-12

City/State/Zip

Location Number / Name
19 CITY PSL - PD FIBER REMOTE

Address
121 SW PORT ST. LUCIE BLVD

PORT SAINT LUCIE, FL 3498

Parts Description	# Of Units	Manufacturer Part #	AT&T Part #	Eqpl/Inst	Price Per Unit	AT&T Price	Extended Price	Package / Billing / Descrip
GROUND BAR	1	NTBRK80BA	831122	X	\$61.11	\$61.11		Not Applicable
MG1010 POWER SUPPLY	2	NTC312AAE6	895590	X	\$538.65	\$1,077.30		No Coverage Selected
CABLE ETHERNET RJ45 M-M 25CM	4	NTDU0606E6	891602	X	\$57.96	\$231.84		No Coverage Selected
MEDIA GATEWAY MG1010 CHASSIS R7	2	NTDU22LB	896855	X	\$4,725.00	\$9,450.00		No Coverage Selected
*** MEDIA GATEWAY CONTROLLER W/METAL	2	NTDW98AAE5	895425	X	\$0.00	\$0.00		See Bundle Details
*** MG1010 SERIAL ADAPTER KIT (INCLUDES AUX	2	NTC325AAE6	895591	X	\$0.00	\$0.00		No Coverage Selected
*** MG1010 MEDIA GATEWAY CHASSIS	2	NTC310AAE6	895589	X	\$0.00	\$0.00		No Coverage Selected
*** MG1010 POWER SUPPLY	2	NTC312AAE6	895590	X	\$0.00	\$0.00		No Coverage Selected
*** 128 DSP DAUGHTERBOARD	2	NTDW78AAE5	897202	X	\$0.00	\$0.00		No Coverage Selected
MEDIA CARD 32S (MC 32S)	1	NTDU41GA	890521	X	\$932.40	\$932.40		Not Applicable
*** SHIELDED 90 PIN KEY TELEPHONE TO 90D SUB &	1	NTVQ0110E5	886401	X	\$0.00	\$0.00		See Bundle Details
*** OS1000 ITG MSPD MEDIA CARD 32 PORT (RCHS)	1	NTDW65AAE5	890532	X	\$0.00	\$0.00		No Coverage Selected
*** MEDIA CARD MAINTENANCE CABLE (3M)	1	NTAG81CAE6	891301	X	\$0.00	\$0.00		No Coverage Selected
*** M1 BACKPLANE TO 50 PIN I/O PANEL MOUNTING	1	NTCW84JAE6	893159	X	\$0.00	\$0.00		No Coverage Selected
AC POWER CORD - NA NEMA 5-15P 125V 13A 10FT	4	NTTK14ABE6	891222	X	\$26.46	\$105.84		No Coverage Selected
MPR10045 UDC-45% OFF TOTAL WPPP	5081	MPR10045	887482	X	\$-1.34	\$-6,808.54		No Coverage Selected
ETHERNET ROUTING SWITCH 2526T WITH 24 10/100	1	AL2500E01-E6	890021	X	\$437.85	\$437.85		Not Applicable
RJ45 PATCH CORD YELLOW, 26FT	8	2-219203-5	868752	X	\$6.41	\$51.28		Not Applicable
INSTALL MISC. EQUIPMENT (NONPID/NONSTANDARD)	16	SVZINS	SVZINS	X	\$0.00	\$0.00		No Coverage Selected
INSTALL COMMON EQUIPMENT 1/2 HOUR PREMIUM	24	SV2PRE	SV2PRE	X	\$0.00	\$0.00		Not Applicable
PREMISE VISIT	1	SV2VST	SV2VST	X	\$0.00	\$0.00		Not Applicable

Quote ID: 321312697

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(For Informational Purposes Only)



at&t

321312697 City of PSL Upgrade: 7-24-12

Location Number / Name
19 CITY PSL - PD FIBER REMOTE

Address
121 SW PORT ST. LUCIE BLVD

City/State/Zip
PORT SAINT LUCIE, FL 3498

Equipment Total \$5,539.08
Installation Total \$3,795.04
Location Total \$9,334.12

Maintenance Total
Extended maintenance
maintenance term for p

321312697 City of PSL Upgrade: 7-24-12

Location Number / Name
20 PORT ST LUCIE POLICE SUB STAT

Address
2000 SE VILLAGE GREEN DR

City/State/Zip
PORT SAINT LUCIE, FL 34952

Parts Description # Of Units Manufacturer Part # AT&T Part # Eqp/Inst Unit Price Per AT&T Extended Price Package / Billing / Descrip

Parts Description	# Of Units	Manufacturer Part #	AT&T Part #	Eqp/Inst	Unit Price	AT&T Extended Price	Package / Billing / Descrip
SRG50 RLS2.0 OR RLS3.0 TO RLS6.0 SW UPGRADE KIT	1	NTM496HA	897355	X	\$431.95	\$431.95	Not Applicable
INSTALL COMMON EQUIPMENT 1/2 HOUR PREMIUM	8		SV2PRE	X	\$0.00	\$0.00	No Coverage Selected
CONSULTATION TIME ONE HOUR	8		SV2CON	X	\$0.00	\$0.00	No Coverage Selected
PREMISE VISIT	1		SV2VST	X	\$0.00	\$0.00	No Coverage Selected

Equipment Total \$431.95
Installation Total \$1,839.50
Location Total \$2,271.45
Maintenance Total
Extended maintenance
maintenance term for p

Quote ID 321312697

Customer Number: 71870

Expiration Date: September 22, 2012

Customer Reference #
(For Informational Purposes Only)

Proprietary information between AT&T and Customer ONLY. Any distribution outside of these parties will result in additional charges to customer for engineering and configuring the quote at AT&T's then current rates.

Service Overview – Nortel Managed Software Release Subscription Services

Pursuant to the terms and conditions of the Master Agreement referenced above, Customer agrees to purchase and AT&T agrees to provide the Services described in this Order. This Order shall automatically incorporate therein all the terms and conditions of the Master Agreement and any and all terms and conditions on any Customer order forms, purchased orders or other Customer documents shall be deemed deleted. AT&T is providing the above maintenance services directly from the manufacturer or certified maintenance provider per their standards as published for the Vendor Part Numbers shown above. Customer shall be invoiced in full for all maintenance services at the time the Order is placed with AT&T.

Service Overview – AT&T Managed Software Release Subscription Services

The Software Release Subscription ("SRS") is a software entitlement program that provides major and minor releases and upgrades of system software throughout the term of the Customer's SRS Order. SRS can be sold in multi-year subscription terms with varying terms available by product. Some products are restricted to a one-year term. SRS Service entitles Customer to receive Operational and Application Software major and minor releases and upgrades including documentation, as they are made generally available for release by Nortel.

Customer acknowledges that failure to place a firm Order with AT&T for new software releases as defined herein prior to expiration of this SRS Order will release AT&T from any liability and cost associated with software upgrade requested to bring the systems to installation upgrade status. Upgrades ordered after SRS expiration will not be covered under SRS.

It is a requirement that SRS be purchased in conjunction with AT&T Voice Maintenance Service. This will provide Customer with overall system maintenance and support, so as to ensure that the Customer's Nortel Equipment operates at the highest level of performance.

Note: Any installation Services and additional or upgraded hardware required in conjunction with provisioning of Software under SRS will be provided at AT&T's standard rates. All applicable AT&T installation and hardware upgrade fees still apply to the implementation of the Software that is made available as part of the SRS service.

Service Deliverable

SRS Service Includes:

Operational Software major and minor releases, upgrades and documentation – Operational Software is defined as Software that is required to operate a network device. The core Operational Software product resides on the network device it is operating. Associated files may reside on another network device.

Application Software major and minor releases, upgrades and documentation – Application Software is defined as Software that is not required to run a network device, such as Network Management Software. It is not an enhancement to the Operational Software and may reside on another network device.

- A Software Major Release, depending upon the product, usually includes new feature content as well as inclusion of feature enhancements and/or maintenance/patches since the last Major Release.
- A Software Upgrade (also known as a feature release), depending on the product, contains new software and/or hardware functionality and corrective content (i.e. Software fixes, firmware fixes, and design improvements) since the last Major Release to the Nortel Operational or Application Software, as made generally available for release by Nortel, for the Software covered under the terms of this Service. The primary purpose of an upgrade is to provide features that are targeted at a specific market segment or area of functionality

Service Level

The Customer shall receive Operational and Application Software Products Major and Minor Releases and Upgrades under this SRS Service either electronically or via physical media such as (but not limited to) CD-ROM (where appropriate as determined by AT&T).

AT&T shall make all commercially available means and reasonable effort to contact customer and advise the customer of newly available software.

Customer Responsibility

Customer acknowledges that its right to use the Software Release is subject to the Customer's software licensing agreement with Nortel, the software licensing terms of the applicable purchasing/licensing agreement pursuant to which the Customer purchased/licensed its products from AT&T, and any associated terms and conditions contained therein. If a particular Software feature requires a separate Right-To-Use fee, as specified in the price schedule or elsewhere for that product, then the Customer is not entitled to use the feature until the Right-To-Use fee has been paid. However, if no separate Right-To-Use fee is specified for a feature made available in a Software Release, then the Customer is entitled to use that feature for no additional fee.

AT&T will provide one copy of each Software Release per software type covered under this Service. AT&T will deliver all copies to a single designated Customer Software distribution contact OR schedule with the Customer (at additional charge) the implementation of the new release. The Customer is not authorized to copy the Software or documentation or to use any unauthorized copies in any way.

Customer shall maintain an unmodified copy of all previous Software Major and Minor Releases and Upgrades provided hereunder, including the latest Software Major and Minor Releases, and any additional documentation or archival files necessary to reinstall, reconfigure or reconstruct any lost, altered, or damaged software Product.

Customer shall use all reasonable efforts to maintain Software Major and Minor Releases installed at SRS covered sites at the most current Release level.

In order for AT&T to support the Customer, the Customer must be using the current major version of the Software or one version prior. If the Software is two or more versions prior to the current release, the Customer is required to purchase the current version(s) of the Software to bring the Customer to the Nortel current supported version(s).

Customer must be at the latest revision level or one level prior at the time of SRS Order placement.

Software Major and Minor Releases and Upgrades are provided for distribution only to the Customer for use on or with the Nortel supplied products on which they operate, in accordance with Nortel's published specifications.

Customer will ensure that the Products are used and maintained in accordance with the applicable Product documentation.

The SRS coverage has to be purchased for any and all system components which are to be added to the system already under SRS coverage. The failure to do so will result in the overall system exclusion from the privileges of SRS Service.

Assumptions

The SRS Service is sold as part of a service package that is to include a Voice Equipment Maintenance Service Order to obtain both Application and Operational Support Service.

A Voice Equipment Maintenance Service must be purchased in order to obtain system maintenance and support. SRS goes beyond the Voice Equipment Maintenance Service to provide the Major and Minor Release and Upgrade software and documentation.

Support obligations are expressly conditional based upon the following:

- When placed under support of this Service the covered Equipment must be in good operating condition at revision levels specified by Nortel;
- The covered Equipment must be used and maintained in accordance with the applicable product documentation;
- The covered Equipment must not be subject to unusual mechanical stress or unusual electrical or environmental conditions;
- The covered Equipment must not be subject to misuse, accident or disaster, including without limitation: fire, flood, water, wind, lightning or other acts of God;
- The covered Equipment must not be altered or modified unless performed by authorized AT&T/Nortel personnel.

For the purpose of providing support services, AT&T will have the right at any time to audit a contracted site through software, remote polling, or other reasonable means to verify the site's in-service inventory against the list of maintained Equipment, to confirm the Customer's network size and/or to verify the Software status.

Exclusions

Certain new value-add features available with major Software releases may carry an additional right-to-use (RTU) license fee and are not included as a part of the service offering.

Customer acknowledges that any hardware upgrades, improvements, or operating systems upgrades and any installation or configuration labor required in order to install a Software Major and Minor Release or Update or any part thereof, are charged separately from and are in addition to the charges of the current SRS coverage.

AT&T is not responsible for supporting third party hardware platforms on which Software resides. Customer is responsible for maintaining a support agreement with the third party hardware supplier for such equipment.

AT&T shall have no liability or obligations hereunder for failure of the Software to perform to published specifications resulting from the combination of the Software with any third party hardware or software not authorized in Nortel published documentation or when caused by Customer's inability to use the Software if it is operating substantially within accordance with published specifications.

This Service does not include the repair or replacement of defective hardware. If AT&T voice equipment maintenance service is not in place for a given item, and AT&T determines that defective hardware caused a reported problem, then AT&T shall advise the Customer thereof. If Customer decides to remedy such defect, AT&T shall provide the replacement hardware at AT&T then published per-incident rates, and subsequently, an appropriate annual hardware Maintenance Service will be recommended to the Customer for consideration.

This Service offering and any subsequent Service renewal are subject to the terms and conditions of Nortel's Life Cycle Management Practice.

Coterminous and Pro-ration Policy

Any additional user licensing fees are the responsibility of the Customer and shall not be covered under the SRS Service. Licensing will be pro-rated based upon the remaining term of the licensing contract.

AT&T provides Customer with the ability to establish a common end date for multiple service contracts for the same entity. This process is commonly referred to as "Co-Term" to an existing contract.

AT&T services are sold on a single or multi-year basis, however coterminous requests will be accepted with subsequent pro-ration of the applicable fees. Pro-ration notification to AT&T must include reference to the original service Order.

Upon written notification via a Customer's purchase order, AT&T will pro-rate coterminous service contracts on a per month value of the original purchase order amount for the remaining time period. This will be calculated on a straight-line basis at the nearest whole month value. Multi-year pro-ration calculations will be based upon the original contract multi-year fee schedule.

If AT&T cancels this Service on account of Customer's default, or if the Customer cancels for any reason other than for AT&T's default, 70% of the remaining unpaid contract amount will be due and payable to AT&T within 30 days of receipt of the written cancellation request.

Customer:	_____	BELLSOUTH COMMUNICATION SYSTEMS, LLC
By:	_____	By: _____
Name:	_____	Name: _____
Title:	_____	Title: _____
Date:	_____	Date: _____



Schedule For The Purchase Of Equipment And/Or Service

Customer Name **PORT ST LUCIE CITY OF**
 Customer Number **71870**

Quote # 321312708	Equipment/Services Payment Cash _____ % With Order _____ % At Delivery _____ % At Cutover _____	Totals Equipment Installation & Professional Services \$11,162.30 Shipping \$328.75 Total Price \$11,498.42 <small>(Excluding Taxes)</small>	*** Maintenance Not Selected
Customer Reference # <small>(Informational Purposes Only)</small>	Refurbished <input type="checkbox"/> Customer Initials _____	Electrical Damage Repair Service for Key Systems Only <input type="checkbox"/> Accepted <input type="checkbox"/> Declined _____	
Tax Exempt <input type="checkbox"/> Yes <input type="checkbox"/> No			
Certification # _____			

Pursuant to the terms and conditions of the Agreement referenced herein and any mutually agreed applicable modifications thereof, Customer agrees to purchase and AT&T Communicat Equipment and/or Services described in this Order. This Order shall automatically incorporate therein all the terms and conditions of the Agreement, and any mutually agreed modificat conditions on any Customer order forms, purchase orders or other Customer documents shall be deemed deleted. If Customer elects the "Lease" option and for any reason the lease is n make payments, Customer agrees to pay "Cash" per AT&T's then standard payment terms for the Equipment and/or services covered by this order. Payment for Installation Services is d Services and invoicing to the Customer.

If the Implementation of this Order is delayed by no fault of AT&T, sixty (60) or more days from the original agreed implementation date, or if there is no agreed date, for ninety (90) or more Order by AT&T, AT&T will have the following options: (i) revise the Total Equipment Price to reflect then current AT&T pricing, (ii) require payment for Equipment delivered and Ser the Order and collect reasonable termination charges, including manufacturer's restocking charges plus non-recoverable materials and labor expended and lost margin.

PORT ST LUCIE CITY OF

AT&T Communication Systems, Southas

Accepted By:

By _____
 Authorized Signature _____ Date _____

By _____
 Authorized Signature _____ Date _____

Name (Type or Print) _____ Title _____

Name (Type or Print) _____ Title _____

Quote ID **321312708**
 Customer Number **71870**
 Expiration Date **September 22, 2012**
 Customer Reference # _____
 (For Informational Purposes Only)

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at&t

321312708

COPY OF City of PS LRSI

Address

Location Number / Name
1 PORT ST. LUCIE, CITY OF

121 SW PORT ST. LUCIE BLVD

City State Zip

PORT ST. LUCIE, FL 34984

Parts Description	# Of Units	Manufacturer Part #	AT&T Part #	Eq/Inst	Price Per Unit	AT&T Extended Price	Package / Billing / Descrip
MERASSISTANT HOST SITE LIC (5000 ISM/TNS)	1	UWNER5000-P	992816	X	\$4,055.24	\$4,055.24	Not Applicable
MERASSISTANT 5000 1ST-YEAR MAINTENANCE	1	UWNER5000-M	992817	X	\$1,062.00	\$1,062.00	Not Applicable
MERASSISTANT (5000) REMOTE INSTALL AND	1	UWNER5000-R	992818	X	\$590.00	\$590.00	Not Applicable
MERASSISTANT ADDITIONAL CLIENT LICENSE (FOR	1	UWNERLICE-P	488052	X	\$337.94	\$337.94	Not Applicable
SHADOW CMS FOR WINDOWS (UNLIMITED EXT)	1	UWUNP-G-P	835266	X	\$3,300.96	\$3,300.96	Not Applicable
SHADOW CMS (UNLIMITED EXT) 1ST-YEAR	1	UWUNLNG-P	835267	X	\$795.00	\$795.00	Not Applicable
SHADOWS CMS (UNLIMITED EXT) REMOTE	1	UWCUNLREM	835269	X	\$471.00	\$471.00	Not Applicable
SHADOW CMS ADDITIONAL CLIENT LICENSE (FOR	1	UWKLYCE-P	835275	X	\$550.16	\$550.16	Not Applicable
CPE PROJECT MANAGEMENT -PER HOUR	2	PROMGT	PROMGT	X	\$0.00	\$0.00	Not Applicable
PREMISE VISIT	1	SV2VST	SV2VST	X	\$0.00	\$0.00	Not Applicable

Equipment Total \$11,162.30
 Installation Total \$328.75
 Location Total \$11,491.05

Maintenance Total
 Extended maintenance
 maintenance term for p

Quote ID: 321312708
 Customer Number: 71870
 Expiration Date: September 22, 2012
 Customer Reference #: _____
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