



OFFICE OF THE PURCHASING AGENT
COUNTY OF COOK
 118 NORTH CLARK ST. ROOM 1018
 CHICAGO, ILLINOIS 60602-1375
 (312) 603-5370

THIS PURCHASE ORDER NUMBER
 MUST APPEAR ON ALL PACKAGES,
 INVOICES, SHIPPING PAPERS AND
 DROP SHIPMENTS.

PURCHASE ORDERED ISSUED TO
 813534
 AT&T Corp.
 2000 W. AT&T Drive
 Hoffman Estates IL 60197

DATE
 7/22/2009
 F.O.B. POINT

PURCHASE ORDER NO.
168171 - 000- OP
REQUISITION NO.
 00086040 O9

COOK COUNTY FEIN: 36-6006541
ILLINOIS SALES TAX EXEMPT: E-9998-2013-04
FEDERAL EXCISE TAX EXEMPT CERT: 36-75-D038K

SHIP TO Public Health Dept - Oak Park *WC
 1010 Lake - Lower Level
 Oak Park IL 60301

DELIVERY INSTRUCTIONS
 Dr. Martin 708-492-2014

DEPT NO	Page 1 of 1
7690601	

LINE	FURNISH THE FOLLOWING SUPPLIES AND/OR SERVICE	QUANTITY/ UOM	UNIT PRICE	EXTENDED PRICE	ACCOUNT NUMBER
1.00	Polycom System Polycom System VIDEO CONFERENCING SYSTEM EQUIPMENT AND RELATED SERVICES AS PER CONTRACT 09-41-226 AUTHORIZED BY COUNTY BOARD 06/16/2009 CONTRACT PERIOD 06/02/2009 THROUGH 06/30/2012 AMOUNT AUTHORIZED \$261,740.30 AMOUNT ENCUMBERED THIS PO \$185,420.30 BALANCE TO FOLLOW ON SEPARATE PO REF RFP 08-50-2001P REQ 97691002 NETWORK BASED VIDEOCONFERENCING BRIDGING AND WEB BASED RESERVATION SYSTEM 08-50-2001P	.00 EA	185,420.3000	185,420.30	7690601.560441.200
***** Total Order *****				185,420.30	

NOTE: VENDOR AGREES NOT TO EXCEED THE QUANTITY OR DOLLAR AMOUNT OF THIS ORDER WITHOUT WRITTEN AUTHORIZATION FROM THE PURCHASING AGENT

RECEIPT CERTIFICATION (FOR DEPARTMENT USE ONLY)

I hereby certify that I have received the goods/services reflected above and that the items referenced are in full conformity with the purchase order/contract.

I hereby certify that this purchase is in agreement with the requisition on file authorizing the expenditure and is properly approved.

PURCHASING AGENT Date:

Authorized Signature: _____

Date: _____

[Signature] 7-23-09

Purchase Requisition

Office of the Purchasing Agent
Cook County of Illinois

Purchase Order Number

168171

(41)

Requisition # 09 86040 Contract # 09-41-226 Open Date

Ship To: 460981 Public Health Dept - Oak Park
10100 Lake - Lower Level
Oak Park IL 60301

Buyer Number 724150 Supervisor 40
Bid/Sole Src Code
Business Unit 7690601
Internal Req Number 97691002
Board Apr Date & Item
Requisition Date 6/11/2009
Date Needed 7/7/2009

One Time Purchase Yes No Covers Need for _____ months. Specific Period of time _____ thru _____ Prior Contract No. _____ Expiration Date _____ Emergency No. _____

Line #	Commodity Description	Ball on Hand	Quantity	UOM	Est. Unit Cost	Extended Cost	Business Unit and Object Account
1 000 450	Polycorn System	<	1,00	EA	185,420.3000	185,420.30	7690601.560441.200
Total of Items Ordered						185,420.30	

RECEIVED
OFFICE OF THE
PURCHASING AGENT
09 JUL -8 AM 9:08

SOLE SOURCE
DATE TO BUYER/SPEC ENG: 7-8-09
DATE RETURNED TO SUPERVISOR 7-25-09
(SIB RETURNED FOR SIGN OFF BY THIS DATE)

54

ON BUDGET HOLD
Name: Eric S. ...
Date: 7/22
Removed BH: AWA 7/23
Please return these documents to The Office of the Purchasing Agent

CERTIFICATION

I hereby certify that the items and/or services above are necessary to this department (or institution) and that the dept. no., account & activity numbers indicated above accurately reflect the specific line item budget appropriation, approved by the Board of County Commissioners and there is a sufficient unencumbered balance in the account to grant same.

CCA

APPROVED BUDGETARY ACCOUNT

PURCHASING USE ONLY

REQUISITIONER

Robert M. ...
BURSAU or DEPARTMENT HEAD

ACCT # _____
DATE _____ BY _____

COOK COUNTY HEALTH AND HOSPITALS SYSTEM
DEPARTMENT OF PUBLIC HEALTH continued

GRANT AWARD RENEWALS continued

ITEM #10

APPROVED

Transmitting a Communication, dated May 18, 2009 from

STEPHEN A. MARTIN, JR., Ph.D., M.P.H., Chief Operating Officer, Department of Public Health

requesting authorization to renew a grant in the amount of \$67,000.00 from the Illinois Department of Public Health (IDPH), Springfield, Illinois, for a mosquito Vector Surveillance Program directed primarily at testing of Culex mosquitoes. This program will identify breeding sites and disease carrying mosquitoes, and share this information with Mosquito Abatement Districts and the Illinois Department of Public Health.

The authorization to accept the previous grant was given on July 12, 2006 by the Cook County Board of Commissioners in the amount of \$120,000.00.

Estimated Fiscal Impact: None. Grant Award: \$67,000.00. Funding period: July 1, 2008 through June 30, 2010.

The Finance Committee of the Board of Directors of the Cook County Health & Hospitals System approved this item at their meeting on Friday, June 12, 2009.

The Budget Department has received all requisite documents and determined the fiscal impact on Cook County, if any.

CONTRACT

ITEM #11

APPROVED AS AMENDED

Transmitting a Communication, dated May 18, 2009 from

STEPHEN A. MARTIN, JR., Ph.D., M.P.H., Chief Operating Officer, Department of Public Health

requesting authorization for the Purchasing Agent to enter ~~and execute into~~ a contract with AT&T Corporation, Chicago, Illinois, to provide video conference equipment, as well as associated services, including configuration, installation, implementation, training and maintenance services, for the Department of Public Health to communicate during normal and emergency operations with those governmental and non-governmental offices inside and outside County government.

Reason: AT&T Corporation is recommended based upon the results of a Request for Proposal (RFP) process. The Department of Public Health, in conjunction with the Purchasing Agent, conducted a RFP process with the goal of awarding a contract. The RFP was issued in November 2008 and re-issued in December 2008. After two (2) RFP submission periods, there was one (1) respondent to this RFP. AT&T Corporation was chosen based upon their response to the specific criteria requested and recommendation of the selection committee. This contract is for three (3) years. Equipment and installation, configuration, training, and maintenance services will occur in year one. Maintenance services on the equipment will occur in years two and three.

Estimated Fiscal Impact: None. Grant funded amount: \$261,740.30. Contract period: June 2, 2009 through June 30, 2012. (769-579 Account). Requisition No. 97691001.

The Chief Information Officer has reviewed this item and concurs with the technical aspect of this recommendation.

Vendor has met the Minority and Women Business Enterprise Ordinance.

The Cook County Health & Hospitals System Board approved this item at their meeting of Friday, May 22, 2009.



TODD H. STROGER, PRESIDENT
BOARD OF COUNTY COMMISSIONERS

CARMEN K. TRICHE-COLVIN
PURCHASING AGENT

COUNTY OF COOK
OFFICE OF THE PURCHASING AGENT

118 NORTH CLARK STREET
CHICAGO, ILLINOIS 60602
(312) 603-5370

August 4, 2009

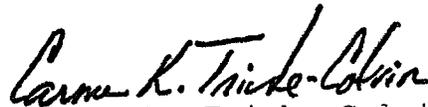
A T & T
2000 West ATT Drive
Hoffman Estates, IL 60197
Attn: Mary Glimm

Ref: Contract No: 09-41-226

Enclosed please find your copy of the above referenced contract.

This contract has been approved by the Board of Commissioners and signed by the proper officials on behalf of Cook County.

Cordially,


Carmen K. Triche-Colvin
Purchasing Agent

CKTC/cm

Enclosure

Cc: Barb Lakomiak



Printed on Recycled Paper

CONTRACT FOR SUPPLY
DOCUMENT NO.09-41-226



VIDEO CONFERENCING SYSTEM, EQUIPMENT AND RELATED SERVICES

FOR

COOK COUNTY DEPARTMENT OF PUBLIC HEALTH

WITH: A T & T CORPORATION

APPROVED BY BOARD OF
COOK COUNTY COMMISSIONERS

JUL 21 2009

COM _____

BOARD OF DIRECTORS
COOK COUNTY HEALTH AND HOSPITALS SYSTEM
TODD H. STROGER, PRESIDENT

ISSUED BY THE
OFFICE OF THE PURCHASING AGENT

052209

REQ#97691002

0708

PART I

This CONTRACT is made and entered into by and between the COUNTY OF COOK, a body politic and corporate of the State of Illinois, acting through the Cook County Department of Public Health (hereinafter referred to as "County") and AT&T Corp. (hereinafter referred to as "Contractor" or "AT&T"), pursuant to authorization by the Cook County Board of Commissioners, as evidenced by Exhibit A, Board Authorization Letter.

WHEREAS, the Cook County Department of Public Health (the "Department") performs a variety of public health functions, which are performed within numerous facilities located within the County of Cook; and

WHEREAS, the Department desires to expand its current inventory of telecommunications equipment ("the Equipment") to permit the establishment of a network of video conferencing capabilities between the offices utilized by the Department, as well as capabilities between those Department offices inside and outside County government; and

WHEREAS, pursuant to a Request for Proposals ("RFP") Initially issued on or about November 2008 and subsequently re-issued on December 9, 2008, the department sought the services of a qualified Contractor that would provide the Equipment, as well as associated services, including configuration, installation, implementation, training and maintenance service (the "Services"); and

WHEREAS, pursuant to its Response to the RFP dated November 21, 2008 ("Response"), Contractor represented that it was willing and able to provide the Equipment and Services on the terms and conditions set forth herein and now so represents.

NOW WHEREFORE; in consideration of the premises and mutual undertakings herein set forth, the parties agree as follows:

I. INCORPORATION OF RECITALS

The above recitals are incorporated into the Contract as if fully set forth herein.

II. SCOPE OF WORK

The Equipment and Services to be provided by Contractor shall be as set forth in the Scope of Work, attached hereto and incorporated herein as Exhibit B. The requirements of Part III: County Requirements: Special Conditions of the RFP and Sections 3.01 through 3.03 of the Response (Pages 18 through 28) are also incorporated herein by reference as Exhibit C.

III. TERM

This Contract shall commence upon proper execution by the County and AT&T ("Effective Date") and shall continue for Thirty-Six (36) months thereafter, unless terminated earlier as provided herein ("Term").

IV. COMPENSATION AND PAYMENT TERMS

(A) Maximum Contract Amount

All charges under this Contract shall not exceed the sum of \$261,740.30 (the "Maximum Contract Amount") unless otherwise agreed in writing by the parties and shall be paid according to the itemized

breakdown set forth in Exhibit B, Scope of Work and the Payment Schedule set forth in subsection (B), Payment Schedule, below.

Notwithstanding anything stated to the contrary herein, the parties agree that: 1) the prices referenced in Exhibit B, Scope of Work are firm prices for the purchase, installation, implementation of and training on all infrastructure devices listed in the Scope of Work and for the three (3) year maintenance term, and not estimates, and shall not be subject to expiration or modification during the Term of this Contract except upon the mutual written agreement of the parties; and 2) the Maximum Contract amount is inclusive of any shipping and freight charges.

(B) Payment Schedule

The Maximum Contract amount shall be invoiced as follows:

1	Upon Equipment Delivery	\$104,530.15
2.	Upon Acceptance (defined below)	\$104,530.15
2.	12 months after the Initial Installation Date (defined below)	\$ 25,440.00
3.	24 months after the Initial Installation Date	\$ 25,440.00
Total		\$261,740.30

Payments shall be made in accordance with Part II, Section GC-06.

For the purposes of this Contract, the "Initial Installation Date" is defined as the date upon which Contractor has installed and configured the Equipment set forth in Exhibit B, Scope of Work (SOW).

(C) Acceptance

When Contractor has installed and configured the Equipment set forth in Exhibit B, Scope of Work, Contractor shall notify the County in writing of this occurrence. Contractor shall procure the presence of a Polycom representative on-site to test the installed and configured Equipment to verify that it performs, as an integrated system, all of the functions that it has been designed to provide. County shall have a designated staff member on-site at the completion of Services to sign an acceptance document in the format included with the Scope of Work. If the installed and configured Equipment is nonconforming, County must provide written notice to AT&T identifying such nonconformity within twenty (20) business days of notice by AT&T of completion of said Services, or else County waives remedy. Upon the date of the written notification, AT&T will then have twenty (20) business days to re-perform or complete the nonconforming Services. If AT&T is unable to, or fails to, correct such nonconformance in all material respects, the County shall have the right to terminate this Contract with no further obligation to AT&T.

AT & T shall designate two (2) staff members that will receive any written notice for any services considered by the County incomplete or nonconforming. AT & T shall provide in writing a physical mailing address, telephone number, and facsimile number for such designated AT & T staff members to the County designated staff member at the time the County signs the acceptance document.

V. GENERAL CONDITIONS – SUPPLY/SERVICE

This Agreement incorporates and is subject to the provisions attached hereto as Part II. General Conditions – Supply/Services-Sole Source.

VI. CONTRACT DOCUMENTS; ORDER OF PRECEDENCE; ENTIRE AGREEMENT

This Contract, all Exhibits attached, and all Orders issued under this Contract, represent the entire agreement between County and AT&T concerning the Equipment and Services, and supersedes all prior negotiations, representations, and agreements, either written or oral, concerning the Equipment and Services. Any information, terms and/or conditions, or other language contained in any document(s) or purchase order(s) furnished by the County to AT&T in excess of or outside of such information or in conflict with any terms and conditions contained in this Contract and/or the applicable SOW or attachment hereto shall be considered void.

The documents comprising this Contract ("Contract Documents") are 1) Part 1; 2) Part II, General Conditions – Supply/Service-Sole Source; 3) Exhibit A. Board Authorization Letter; 4) Exhibit B. Scope of Work, 5) Exhibit C. Response Pages 18 – 28, and 6) Exhibit D, AT&T Certificate of Insurance.

This Contract shall be interpreted and construed based upon the following order of precedence of Contract Documents. Such order of precedence shall control to resolve all cases of conflict, ambiguity or inconsistency.

1. Part I
2. Part II, General Conditions – Supply/Service-Sole Source;
3. Exhibit A, Board Authorization Letter
4. Exhibit B, Scope of Work
5. Exhibit C, Response Pages 18 – 27
6. Exhibit D, AT&T Certificate of Insurance

[END OF SECTION]

GENERAL CONDITIONS
SUPPLY/SERVICE
SOLE SOURCE

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GC-01 SUBCONTRACTING OR ASSIGNMENT OF CONTRACT OR CONTRACT FUNDS

Once awarded, this Contract shall not be subcontracted or assigned, in whole or in part, without the advance written consent of the Purchasing Agent or AT & T (which consent will not be unreasonably withheld or delayed). In no case, however, shall such approval relieve the Contractor from its obligations or change the terms of the Contract. AT&T may without such consent subcontract to an Affiliate or a third party, who is a certified service installer by the manufacturer of the Equipment to perform such work as detailed in the Scope of Work, work to be performed under this Agreement, but AT&T will in each such case remain financially responsible for the performance of such obligations. The subcontracting or assignment of the Contract to a non-certified service installer and agent of the Equipment, in whole or in part, or the unauthorized transfer or assignment of any Contract funds to a non-certified service installer and agent of the Equipment, either in whole or in part, or any interest therein, which shall be due or are to become due the Contractor shall have no effect on the County and are null and void.

Prior to the commencement of the Contract, the Contractor shall identify in writing to the Purchasing Agent any and all subcontractors, who are certified service installers by the manufacturer of the Equipment to perform such work as detailed in the Scope of Work, it intends to use in the performance of the Contract. Identification of subcontractors to the Purchasing Agent shall be in addition to any communications with County offices other than the Purchasing Agent. All subcontractors shall be subject to the terms of the Contract. Contractor shall incorporate into all subcontracts all of the provisions of the Contract which affect such subcontract.

The Contractor must disclose the name and business address of each subcontractor, attorney, lobbyist, accountant, consultant and any other person or entity whom the Contractor has retained or expects to retain in connection with the Matter, as well as the nature of the relationship, and the total amount of the fees paid or estimated to be paid. The Contractor is not required to disclose employees who are paid or estimated to be paid. The Contractor is not required to disclose employees who are paid solely through the contractor's regular payroll. "Lobbyist" means any person or entity who undertakes to influence any legislation or administrative action on behalf of any person or entity other than: 1) a not-for-profit entity, on an unpaid basis, or (2), himself. "Lobbyist" also means any person or entity any part of whose duties as an employee of another includes undertaking to influence any legislative or administrative action. If the Contractor is uncertain whether a disclosure is required under this Section, the Contractor must either ask the County, whether disclosure is required or make the disclosure.

The County reserves the right to prohibit any person from entering any County facility for any reason. All contractors and subcontractors of the Contractor shall be accountable to the Director of the Using Department or his designee while on any County property and shall abide by all reasonable rules and regulations imposed by the County.

GC-02 PERSONNEL

The quality, experience and availability of personnel employed by the Contractor is of the essence. The Contractor shall provide the County with a list of all key personnel to be used on the project and their designated assignment. The list shall include the qualifications of each person named. The County may at any time request, in writing, the Contractor to remove any of the Contractor's assigned personnel for cause and forthwith furnish to the County other acceptable personnel with thirty (30) days of notification. Notwithstanding the County's approval of Contractor's personnel, the Contractor shall be fully responsible to County for all work performed pursuant to this Contract by Contractor's employees, subcontractors or others who may be retained by the Contractor with the approval of the County.

Customer may not request removal of any subcontractor or personnel for any unlawful reason.

GC-03 INSURANCE

Contractor shall purchase and maintain at all times during the term of this Contract insurance coverage as shown on the attached certificate (Exhibit D) which will satisfactorily insure the Contractor against claims and liabilities which arise or could arise because of the performance or nonperformance of the Contract.

GC-04 INSPECTION AND RESPONSIBILITY

At any and at all times during the term of the Contract and at any location where the Contract is performed, the County shall have a right to inspect any Deliverables provided in carrying out this Contract. Prior to Acceptance, the Contractor shall be solely responsible for the quality and standards of all Deliverables furnished under this Contract. Prior to Acceptance, Deliverables may be rejected by the Purchasing Agent and/or the Director of the Using Department if they fail to meet Contract requirements or are provided in a manner which does not meet Contract requirements. In the event of such rejection, Deliverables shall be replaced and/or re-performed by the Contractor promptly and at no additional cost to the County. Any Deliverables rejected shall be removed within a reasonable time from the premises of the County at the entire expense of the Contractor, after notice has been given by the County to the Contractor that such Deliverables have been rejected.

Except for the County's rights set forth in the Section entitled "Acceptance" in Part I, the Equipment will be provided to the County as on "As Is" basis. AT&T shall pass through to Customer any hardware warranties available from the Equipment manufacturers. AT & T shall be wholly responsible for the installation of Equipment in a manner consistent with the manufacturers' standards that maintain all warranties.

GC-05 INDEMNIFICATION AND LIMITATION OF LIABILITY

The Contractor covenants and agrees to indemnify and save harmless the County and its commissioners, officials, employees, agents and representatives, and their respective heirs, successors and assigns, from and against any and all costs, expenses, attorney's fees, losses, damages and liabilities incurred or suffered directly or indirectly from or attributable to any claims arising out of or incident to the performance or nonperformance of the Contract by the Contractor, or the acts or omissions of the officers, agents, employees, contractors, subcontractors, licensees or invitees of the Contractor. The Contractor expressly understands and agrees that any Performance Bond or insurance protection required of the Contractor, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify the County as hereinabove provided.

Limitation of Liability.

NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, RELIANCE, OR SPECIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOST PROFITS, ADVANTAGE, SAVINGS OR REVENUES, OR INCREASED COST OF OPERATIONS.

EXCEPT WITH RESPECT TO BODILY INJURY, INCLUDING DEATH, OR PROPERTY DAMAGE, AND IN EACH INSTANCE TO THE EXTENT CAUSED BY THE NEGLIGENCE OR INTENTIONAL MISCONDUCT OF AT&T OR ITS AGENTS, IN NO EVENT SHALL AT&T BE LIABLE TO CUSTOMER OR ANY OTHER PARTY FOR LOSS, DAMAGE, OR INJURY OF ANY KIND OR NATURE ARISING OUT OF OR IN CONNECTION WITH THESE TERMS AND CONDITIONS, OR ANY AGREEMENT INTO WHICH THEY ARE INCORPORATED, OR ANY PERFORMANCE OR NONPERFORMANCE UNDER THESE TERMS AND CONDITIONS BY AT&T, ITS EMPLOYEES, AFFILIATES, AGENTS OR SUBCONTRACTORS, IN EXCESS OF THE NET PURCHASE PRICE OF THE EQUIPMENT ACTUALLY DELIVERED TO AND PAID FOR BY CUSTOMER UNDER THE ORDER THAT GAVE RISE TO THE LIABILITY.

GC-06 PAYMENT

All invoices submitted by the Contractor shall be in accordance with the cost provisions contained in the Contract Documents and shall contain a detailed description of the Deliverables for which payment is requested. All invoices shall reflect the amounts invoiced by and the amounts paid to the Contractor as of the date of the invoice, and shall be submitted together with a properly completed County Voucher form (29A). Invoices for new charges shall not include "past due" amounts, if any, which amounts must be set forth on a separate invoice. No payments shall be made with respect to invoices which do not include the County Voucher form or which otherwise fail to comply with the requirements of this paragraph.

Payment is due within 30 days after the date of the invoice and must refer to the invoice number. If timely payment is not made, AT&T will provide written notice of nonpayment and allow a thirty (30) day cure period before pursuing default and collection remedies. Charges must be paid in the currency specified in the invoice. Restrictive endorsements or other statements on checks are void.

GC-07 PREPAID FEES

In the event this Contract is terminated by either party, for cause or otherwise, and the County has prepaid for any Deliverables, Contractor shall refund to the County, on a prorated basis to the effective date of termination, all amounts prepaid for Deliverables not actually provided as of the effective date of the termination to the extent such amounts are recoverable from AT&T's suppliers. The refund shall be made within fifteen (15) business days of the effective date of termination.

GC-08 TAXES

Federal Excise Tax does not apply to materials purchased by the County by virtue of Exemption Certificate No. 36-75-0038K. Illinois Retailers' Occupation Tax, Use Tax and Municipal Retailers' Occupation Tax do not apply to deliverables, materials or services purchased by the County by virtue of statute. The price or prices quoted herein shall include any and all other federal and/or state, direct and/or indirect taxes which apply to this Contract. The County's State of Illinois Sales Tax Exemption Identification No. is E-9998-2013-05.

GC-09 PRICE REDUCTION

If at any time after the contract award, Contractor makes a general price reduction in the price of any of the Deliverables, the equivalent price reduction based on similar quantities and/or considerations shall apply to this Contract for the duration of the Contract period. For purposes of this Section GC-09, Price Reduction, a general price reduction shall include reductions in the effective price charged by Contractor by reason of rebates, financial incentives, discounts, value points or other benefits with respect to the purchase of the Deliverables. Such price reductions shall be effective at the same time and in the same manner as the reduction Contractor makes in the price of the Deliverables to its prospective customers generally. To implement this Section GC-09, Contractor will during the contract term provide the same percentage discount from manufacturer list pricing on newly accepted orders as was provided for those items listed on the Scope of Work.

GC-10 CONTRACTOR CREDITS

To the extent the Contractor gives credits toward future purchases of goods or services, financial incentives, discounts, value points or other benefits based on the purchase of the materials or services provided for under this Contract, such credits belong to the County and not any specific using department. Contractor shall reflect any such credits on its invoices and in the amounts it invoices the County.

GC-11 DISPUTES

For other than billing disputes, prior to the initiation of any action or proceeding under this Agreement to resolve disputes between the parties, the parties shall make a good faith effort to resolve any such disputes by negotiations between their respective representatives having decision-making authority. If the designated representatives cannot resolve the dispute, then the dispute shall be escalated to the Purchasing Agent and the AT&T Sales Center Vice President of AT&T, for their review and resolution. If the dispute is not resolved at that level, the dispute shall then be escalated to the Purchasing Agent and the AT&T Regional Vice President for their review and resolution. If the dispute is not resolved at that level, the dispute shall then be escalated to the Purchasing Agent and the AT&T Sales Vice President. If the dispute cannot be so resolved, then either Party may initiate formal proceedings; however, formal proceedings may not be commenced until the earlier of:

- (i) the designated representatives concluding in good faith that amicable resolution through continued negotiation of the matter in issue does not appear likely; or
- (ii) thirty (30) days after the initial request to negotiate such dispute; or
- (iii) thirty (30) days before the statute of limitations governing any cause of action relating to such dispute would expire.

GC-12 DEFAULT

Contractor shall be in default hereunder in the event of a material breach by Contractor of the Contract, where Contractor has failed to cure such breach within thirty (30) days after written notice of breach is given to Contractor by the County, setting forth the nature of such breach.

County shall be in default hereunder if any material breach of the Contract by County occurs which is not cured by the County within thirty (30) days after written notice has been given by Contractor to the County, setting forth the nature of such breach.

GC-13 COUNTY'S REMEDIES

Following notice of material breach to Contractor, the County reserves the right to withhold payments otherwise owed to Contractor until such time as Contractor has cured the breach.

If the Contractor fails to remedy a material breach during the thirty (30) day cure period pursuant to General Condition GC-12, Default, or if Contractor commits the same material breach within a six (6) month period or expresses an unwillingness or inability to continue performing the Contract in accordance with its terms, the County shall have the right to terminate this Contract upon not less than fifteen (15) days prior written notice to the Contractor which shall set forth the effective date of such termination.

In addition, the County shall have the right to pursue all remedies in law or equity.

GC-14 CONTRACTOR'S REMEDIES

If the County has been notified of breach and fails to remedy the breach during the sixty (60) day cure period pursuant to General Condition GC-12, Default, the Contractor shall have the right to terminate this Contract upon not less than fifteen (15) days prior written notice to the County, which notice shall set forth the effective date of termination.

Contractor shall have the right to pursue all remedies available in law or equity. In all cases the Contractor's damages for breach of contract shall be those actual provable damages not to exceed the amount of the Contract as awarded by the Cook County Board of Commissioners less all amounts paid to the Contractor. In no event shall Contractor be entitled to any consequential damages.

GC-15 DELAYS

Contractor agrees that no charges or claims for damages shall be made by Contractor for any delays or hindrances due to force majeure event.

GC-16 MODIFICATIONS AND AMENDMENTS

The parties may from time to time during the term of the Contract make modifications and amendments to the Contract but only as provided in this section. Such modifications and amendments shall only be made by mutual agreement in writing. Modifications and amendments which individually or cumulatively result in additional cost of \$1,000.00 or greater or which extend the term of the Contract by thirty (30) days or more shall not be deemed as authorized without the approval of the Cook County Board of Commissioners. Modifications and amendments which increase cost by less than \$1,000.00 or which do not extend the term of the Contract by more than thirty (30) days may only be made with the written approval of the Purchasing Agent.

Subject to the foregoing, the Director of the Using Department may, by written order, make changes with respect to the dates of delivery and places of performance of the Contract, provided that any such changes shall not increase the Contract price or the time required for Contract performance.

Contractor is hereby notified that, except for modifications and amendments which are made in accordance with this Section GC-16, Modifications and Amendments, no County department or employee thereof has authority to make any modification or amendment to this Contract.

GC-17 PATENTS, COPYRIGHTS AND LICENSES

Contractor shall furnish the Director of the Using Department with all licenses required for the County to utilize any software, including firmware or middleware, provided by Contractor as part of the Deliverables. Such licenses shall be clearly marked with a reference to the number of this County Contract. Contractor shall also furnish a copy of such licenses to the Purchasing Agent.

Software is provided subject to the particular licensor's standard software license that accompanies the Equipment. The standard software license is a separate agreement between Customer and the licensor. Customer's assent to the terms and conditions of this Attachment binds Customer to the terms and conditions of the licensor's standard software license, as if the terms and conditions of the licensor's standard software agreement were fully set forth in this Attachment, and Customer shall comply with the terms and conditions of the licensor's standard license and associated documentation.

AT&T SHALL HAVE NO DUTY TO DEFEND, INDEMNIFY, AND HOLD HARMLESS CUSTOMER FROM AND AGAINST ANY OR ALL DAMAGES AND COSTS INCURRED BY CUSTOMER ARISING FROM THE INFRINGEMENT OF PATENTS OR TRADEMARKS OR THE VIOLATION OF COPYRIGHTS BY EQUIPMENT. NOTWITHSTANDING ANY OTHER TERMS OR CONDITIONS TO THE CONTRARY, AT&T'S LIABILITY UNDER THIS SECTION SHALL NOT EXCEED THE PURCHASE PRICE OF THE INFRINGING EQUIPMENT.

GC-18 COMPLIANCE WITH THE LAWS

The Contractor shall observe and comply with the laws, ordinances, regulations and codes of the Federal, State, County and other local government agencies which may in any manner affect the performance of the Contract including, but not limited to, those County Ordinances set forth in the Certifications attached hereto and incorporated herein. Assurance of compliance with this requirement by the Contractor's employees, agents or subcontractors shall be the responsibility of the Contractor.

The Contractor shall secure and pay for all federal, state and local licenses, permits and fees required hereunder.

GC-19 MINORITY AND WOMEN BUSINESS ENTERPRISES **COOK COUNTY ORDINANCE DIVISION 6, SECTION 34-275 - 34-285**

I. POLICY AND GOALS

A. It is the policy of the County of Cook to prevent discrimination in the award of or participation in County contracts and to eliminate arbitrary barriers for participation, as both prime and subcontractors, in such contracts by local businesses certified as Minority Business Enterprises (MBE) and Women-owned Business Enterprises (WBE). In furtherance of this policy, the Cook County Board of Commissioners has adopted a Minority- and Women-owned Business Enterprise Ordinance (the "Ordinance") which establishes a "best efforts" goal of awarding not less than thirty-five (35%) of the annual total dollar amount of professional and consulting service contracts and sole source agreements to certified MBEs and WBEs.

B. A contractor may achieve the contract MBE/WBE participation goals by its status as a MBE or WBE; by entering into a joint venture with one or more MBEs and/or WBEs; by subcontracting a portion of the work to one or more MBEs or WBEs; by entering into a Mentor- Protege Agreement with a MBE or WBE; by the indirect participation of MBEs or WBEs in other aspects of the contractor's business; or by a combination of the foregoing.

C. A contractor's failure to carry out its MBE/WBE commitments in the course of a contractor's performance shall constitute a material breach of the contract, and if such breach is not appropriately cured, may result in the termination of the contract or such other remedy authorized by the Ordinance as the County deems appropriate.

II. REQUIRED SUBMITTALS

To be considered responsive to the requirements of the Ordinance: (a) a contractor for professional and consulting service contracts shall submit items A, B and C listed below; and (b) a contractor for sole source agreements, shall submit items A and B listed below. All documentation submitted by a contractor shall be reviewed by the Contract Compliance Administrator. Failure to submit one of the items required in accordance with these general conditions shall be cause to consider the contractor's proposal non-responsive and be rejected.

A. Affirmative Action Plan

Each contractor shall submit with its proposal, a copy of its current internal affirmative action plan. If contractor has no internal affirmative action plan, contractor shall submit a statement stating why contractor has no such plan. In lieu of an internal affirmative action plan, a contractor may submit a copy of its current Letter of Compliance for the United States Department of Labor, Office of Federal Contract Compliance Programs.

B. Contractor's MBE/WBE Efforts Documentation

Each contractor shall submit with its proposal, supporting documentation which evidences efforts the contractor has taken in attempting to achieve the County's "best efforts" MBE/WBE participation goals.

C. Contractor's Statement - Use of MBE/WBE Professionals

Each contractor shall submit with its proposal, a statement which discloses how the contractor intends to maximize the use of its MBE/WBE professionals in the course of performing the contract.

III. NON-COMPLIANCE

If the County of Cook determines that the contractor has failed to comply with its contractual commitments or any portion of the Ordinance, it will notify the contractor of such non-compliance and may take any and all appropriate actions as set forth within the Ordinance.

IV. REPORTING/RECORD-KEEPING REQUIREMENTS

The contractor shall comply with the reporting and record-keeping requirements as may be established by the Contract Compliance Administrator. Upon award of a contract, contractor is responsible for acquiring all necessary County reporting and record-keeping forms which will be made available in the Office of Contract Compliance.

V. EQUAL EMPLOYMENT OPPORTUNITY

Compliance with MBE and WBE requirements will not diminish or supplant Equal Employment Opportunity and Civil Rights provisions as otherwise required by law as they relate to contractor and subcontractor obligations.

GC-20 MATERIAL DATA SAFETY SHEET

Where required under the Illinois "Toxic Substance Disclosure To Employees Act", Illinois Compiled Statutes, 2002, 820 ILCS 255/1, Contractor shall submit with each delivery of Deliverables, a Material Safety Data Sheet.

GC-21 CONDUCT OF THE CONTRACTOR

The Contractor agrees to inform the County on a timely basis of all of the Contractor's interests, if any, which are or which the Contractor reasonably believes may be incompatible with any interest of the County. The Contractor shall take notice of and comply with the Cook County Lobbyist Registration Ordinance (No. 93-0-22, 6-22-93). Neither the Contractor nor any of its employees, agents or subcontractors shall use for business or personal gain, or make other improper use of, confidential information which is acquired in connection with the Contract. To the extent Contractor will have access to the County's protected health information in performing its responsibilities under this Contract, Contractor shall contact the Chief Privacy Officer for the Using Department(s) and shall execute the County's business associate agreement prior to performing any responsibilities which involve access to protected health information.

GC-22 ACCIDENT REPORTS

Contractor shall provide the Purchasing Agent and the Director of the Using Department with prompt written notification (no later than twenty-four (24) hours) of any occurrence, on County premises or otherwise, which pertains in any way to this Contract and which results in either bodily injury to employees or third parties or property damage. The report shall include the name of person(s) injured, if any; name of the injured person's employer, if any; the date, time and location of the occurrence; description of the extent of injury and/or damage; the name(s) of witnesses; the names of any providers known to have provided treatment for injuries sustained; and such other information as may be required by the County. The Contractor shall notify the local police regarding any occurrence requiring an official police record. The report submitted to the County should indicate whether the police were notified and, if so, the number of the police report.

GC-23 USE OF COUNTY PREMISES AND RESOURCES

Contractor shall confer with the Director of the Using Department to ascertain full knowledge of all rules and regulations of the County facilities relative to this Contract and shall cause all of its employees, agents and subcontractors to comply therewith. the Contractor shall confine the operations of its employees, agents and subcontractors on County premises to the performance of the Contract consistent with limits indicated by laws, ordinances, permits and/or direction of the Director of the Using Department and shall not encumber the premises with materials or debris. In

performing the Contract, the Contractor shall not cause or permit a condition that endangers the safety of others and shall not load or permit any part of a structure to be loaded with a weight that will endanger the safety of the structure or any persons.

GC-24 GENERAL NOTICE

All notices required pursuant to this Contract shall be in writing and addressed to the parties at their respective addresses set forth below. All such notices shall be deemed duly given if hand delivered or if deposited in the United States mail, postage prepaid, registered or certified, return receipt requested. Notice as provided herein does not waive service of summons or process.

TO THE COUNTY:

COOK COUNTY PURCHASING AGENT
118 North Clark Street, Room 1018
Chicago, Illinois 60602
(Include County Contract Number in all notices)

TO THE CONTRACTOR:

At address provided on the Execution Pages or as otherwise indicated in writing to County Purchasing Agent in a written document which, in bold face type, reference the name of the Contractor, the County Contract Number and states "NOTIFICATION OF CHANGE IN ADDRESS."

GC-25 TERMINATION FOR CONVENIENCE AND SUSPENSION OF CONTRACT

The County may terminate this Contract, or any portion, at any time by notice in writing from the County to the Contractor. Unless otherwise stated in the notice, the effective date of such termination shall be three business days after the date the notice of termination is mailed by the County. If the County elects to terminate the Contract in full, unless otherwise specified in the notice of termination, the Contractor shall immediately cease performance and shall promptly tender to the County all Deliverables, whether completed or in process. If the County elects to terminate the Contract in part, unless otherwise specified in the notice of partial termination, the Contractor shall immediately cease performance of those portions of the Contract which are terminated and shall promptly tender to the County all Deliverables relating to said portions of the Contract, whether completed or in process. Contractor shall refrain from incurring any further costs with respect to portions of the Contract which are terminated except as specifically approved by the Purchasing Agent.

In the event the Customer terminates an Order or Change Order prior to Acceptance, the Customer shall be liable for all expenses incurred by AT&T under that Order or Change Order. Upon termination, Customer agrees to pay AT&T all amounts due for Equipment and Services provided by AT&T up to and including the effective date of termination, plus any non-recoverable restocking fees or other costs incurred by AT&T. Such payment will constitute a full and complete

discharge of Customer payment obligations. Termination will also constitute a full and complete discharge of AT & T obligations.

GC-26 GUARANTEES AND WARRANTIES

The Contractor shall furnish all guarantees and warranties applicable to the Deliverables to the Director of the Using Department prior to or at the time of delivery. All Deliverables shall be covered by the most favorable commercial warranties and guarantees the Contractor gives to any customer for the same or substantially similar Deliverables or Services. The rights and remedies so provided shall be in addition to and shall not limit any rights afforded to County under this Contract.

To the extent Contractor provides Deliverables manufactured by another entity, Contractor shall transfer original product warranty and any rights to manufacturer's related services to the County and shall submit all appropriate documentation of said transfer to the Director of the Using Department prior to or at the time the Contractor tenders the Deliverables.

GC-27 STANDARD OF DELIVERABLES

Except as may be expressly stated in the Special Conditions or Specifications of this Contract, only new, originally manufactured Deliverables will be accepted by the County for initial installation. The County will not accept any Deliverables that have been refurbished, rebuilt, restored or renovated in any manner. In addition, experimental materials will not be acceptable. Deliverables not produced by regular production methods and/or which have not been offered for sale to the public through accepted industry trade channels for a reasonable period of time prior to the commencement of the Contract will be considered experimental.

GC-28 DELIVERY

All Contract Goods shipped to the County shall be shipped F.O.B., ORIGIN, FREIGHT PREPAID. Arrangements shall be made in advance by the Contractor in order that the County may arrange for receipt of the materials.

Truck deliveries will be accepted before 3:00 P.M. on weekdays only. No deliveries will be accepted on Saturdays, Sundays or County Holidays. The County is not responsible for delivery delays due to waiting times for loading and unloading at dock locations.

The County reserves the right to add new delivery locations or delete previously listed delivery locations as required during the Contract period. The only restriction regarding the County's right to add new delivery locations shall be that any new or additional location shall be within the geographical boundaries of the County of Cook.

GC-29 CONTRACT INTERPRETATION

Whenever the singular is used herein, the masculine, feminine and neuter gender shall be deemed to include the others. The headings of articles, paragraphs and sections in this Contract are included for convenience only and shall not be considered by either party in construing the meaning of this

Contract. If any provision or clause of this Contract shall be held to be invalid, such provision or clause shall be deleted from the Contract and the Contract shall be construed to give effect to the remaining portions thereof.

This contract shall be interpreted and construed based upon the order of precedence of component parts as provided in Part I, Section VI. Such order of precedence shall govern to resolve all cases of conflict, ambiguity or inconsistency.

GC-30 CONFIDENTIALITY AND OWNERSHIP OF DOCUMENTS

Contractor acknowledges and agrees that information regarding this Contract is confidential and shall not be disclosed, directly, indirectly or by implication, or be used by Contractor in any way, whether during the term of this Contract or at any time thereafter, except solely as required in the course of Contractor's performance hereunder. Contractor shall comply with the applicable privacy laws and regulations affecting County and will not disclose any of County's records, materials, or other data to any third party. Contractor shall not have the right to compile and distribute statistical analyses and reports utilizing data derived from information or data obtained from County without the prior written approval of County. In the event such approval is given, any such reports published and distributed by Contractor shall be furnished to County without charge.

It shall be a breach of this Contract for the Contractor to reproduce or use any documents, data, studies, reports, or product obtained from the County of Cook, whether such reproduction or use is for Contractor's own purposes or for those of any third party. During the performance of the Contract, Contractor shall be responsible of any loss or damage to the documents while they are in Contractor's possession, and any such loss or damage shall be restored at the expense of the Contractor. The County and its designees shall be afforded full access to the documents and the work at all times.

During the performance of the Contract, the County shall be responsible of any loss or damage to the documents while they are in County's possession, and any such loss or damage shall be restored at the expense of the County. AT & T and its designees shall be afforded full access to the documents and the work at all times related to this project up until the receipt of payment #1 as defined in Section IV, Part 1.

GC-31 AUDIT; EXAMINATION OF RECORDS

Subject to AT&T's reasonable security requirements, the Cook County Auditor or any of its duly authorized representatives shall until expiration of three (3) years after the final payment under the Contract, have access and the right to examine within three (3) business days of written notice, at its own expense, any books, documents, papers, canceled checks, bank statements, purveyor's and other invoices, and records of the Contractor, or its subcontractors, who are certified installers or agents of the manufacturer's Equipment, hired solely to do work hereunder, related to invoices and payments under the Contract for the purpose of assessing the accuracy of AT&T's invoices to Customer. The Contractor shall be responsible for establishing and maintaining records sufficient to document the charges associated with performance under the terms of this Contract. AT&T shall cooperate in any Customer billing review, providing AT&T billing records as reasonably necessary to verify the accuracy of AT&T's invoices. AT&T may redact from the billing records provided to Customer any information that reveals the identity or non-public information of other AT&T

customers or other AT&T Confidential Information that is not relevant to the purposes of the review.

In the event the Contractor receives payment under the Contract, reimbursement for which is later disallowed by the County due to a billing error that is revealed in a billing review, the Contractor shall refund any over payment in the disallowed amount to the County within ten (10) business days or at the County's option, the County may credit the amount disallowed from the next payment due. .

[SINCE THESE ARE FEDERAL FUNDS WHICH MUST BE REFUNDED BY THE COUNTY, A CREDIT IS NON-NEGOTIABLE.]

GC-32 GOVERNING LAW

This Contract shall be governed by and construed under the laws of the State of Illinois. The Contractor irrevocably agrees that, subject to the County's sole and absolute election to the contrary, any action or proceeding in any way, manner or respect arising out of the Contract, or arising from any dispute or controversy arising in connection with or related to the Contract, shall be litigated only in courts of competent jurisdiction in the City of Chicago, County of Cook, State of Illinois. In accordance with these provisions, Contractor waives any right it may have to transfer or change the venue of any litigation brought against it by the County pursuant to this Contract to a location outside the City of Chicago.

GC-33 WAIVER

No term or provision of this Contract shall be deemed waived and no breach consented to unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. The waiver of any such provision shall be strictly limited to the identified provision.

GC-34 ENTIRE CONTRACT

It is expressly agreed that the provisions set forth in this Contract constitute all the understandings and agreements between the parties. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Contract are of no force and effect.

GC-35 FORCE MAJEURE OR UNAVOIDABLE DELAYS

Neither Contractor nor County shall be liable for failing to fulfill any obligation under this Contract if such failure is caused by an event beyond such party's reasonable control which is not caused by such party's fault or negligence. Such events shall include, but not be limited to acts of God, acts of war, fires, lightening, floods, epidemics, or riots.

GC-36 INDEPENDENT CONTRACTOR STATUS; NO THIRD PARTY BENEFICIARIES

The Contractor and its employees, agents and subcontractors are, for all purposes arising out of the Contract, independent contractors and not employees of the County. It is expressly understood and agreed that neither the Contractor nor Contractor's employees, agents or subcontractors shall be

entitled to any benefit to which County employees may be entitled including, but not limited to, overtime or unemployment compensation, insurance or retirement benefits, workers' compensation or occupational disease benefits or other compensation or leave arrangements.

Nothing contained herein shall be deemed or construed by the parties hereto, or by any third party, as creating the relationship or principal and agent or of partnership or of joint venturer or any relationship between the parties hereto other than that of independent contractors. Nothing herein shall be construed to confer upon any third parties the status of third party beneficiary.

END OF SECTION

EXHIBIT A

BOARD AUTHORIZATION LETTER

COOK COUNTY HEALTH AND HOSPITALS SYSTEM
DEPARTMENT OF PUBLIC HEALTH continued

GRANT AWARD RENEWALS continued

ITEM #10

APPROVED

Transmitting a Communication, dated May 18, 2009 from

STEPHEN A. MARTIN, JR., Ph.D., M.P.H., Chief Operating Officer, Department of Public Health

requesting authorization to renew a grant in the amount of \$67,000.00 from the Illinois Department of Public Health (IDPH), Springfield, Illinois, for a mosquito Vector Surveillance Program directed primarily at testing of Culex mosquitoes. This program will identify breeding sites and disease carrying mosquitoes, and share this information with Mosquito Abatement Districts and the Illinois Department of Public Health.

The authorization to accept the previous grant was given on July 12, 2006 by the Cook County Board of Commissioners in the amount of \$120,000.00.

Estimated Fiscal Impact: None. Grant Award: \$67,000.00. Funding period: July 1, 2008 through June 30, 2010.

The Finance Committee of the Board of Directors of the Cook County Health & Hospitals System approved this item at their meeting on Friday, June 12, 2009.

The Budget Department has received all requisite documents and determined the fiscal impact on Cook County, if any.

CONTRACT

ITEM #11

APPROVED AS AMENDED

Transmitting a Communication, dated May 18, 2009 from

STEPHEN A. MARTIN, JR., Ph.D., M.P.H., Chief Operating Officer, Department of Public Health

requesting authorization for the Purchasing Agent to enter ~~and execute into~~ a contract with AT&T Corporation, Chicago, Illinois, to provide video conference equipment, as well as associated services, including configuration, installation, implementation, training and maintenance services, for the Department of Public Health to communicate during normal and emergency operations with those governmental and non-governmental offices inside and outside County government.

Reason: AT&T Corporation is recommended based upon the results of a Request for Proposal (RFP) process. The Department of Public Health, in conjunction with the Purchasing Agent, conducted a RFP process with the goal of awarding a contract. The RFP was issued in November 2008 and re-issued in December 2008. After two (2) RFP submission periods, there was one (1) respondent to this RFP. AT&T Corporation was chosen based upon their response to the specific criteria requested and recommendation of the selection committee. This contract is for three (3) years. Equipment and installation, configuration, training, and maintenance services will occur in year one. Maintenance services on the equipment will occur in years two and three.

Estimated Fiscal Impact: None. Grant funded amount: \$261,740.30. Contract period: June 2, 2009 through June 30, 2012. (769-579 Account). Requisition No. 97691001.

The Chief Information Officer has reviewed this item and concurs with the technical aspect of this recommendation.

Vendor has met the Minority and Women Business Enterprise Ordinance.

The Cook County Health & Hospitals System Board approved this item at their meeting of Friday, May 22, 2009.



EXHIBIT B

SCOPE OF WORK

Scope of Work

Customer: Cook County

Project Name:

Project Number:

Prepared by: Mary Glimm

Preparation date: 6/08/09

Overview. The Scope of Work includes a Statement of Work ("SOW") describing the work to be performed hereunder, and the following schedules attached hereto: Bill of Materials for Equipment and Services, Implementation Timeline, and Certificate of Acceptance. This Scope of Work is an attachment to that certain CONTRACT between, COUNTY OF COOK, a body politic and corporate of the State of Illinois, acting through the Cook County Department of Public Health ("County"), and AT&T Corp. ("AT&T") dated _____. Any Services or Equipment provided by AT&T under this Scope of Work shall be governed by the terms and conditions contained herein, and by the terms of the CONTRACT. . This Scope of Work is effective, and is incorporated into and made part of the CONTRACT, on the date when signed by the latter of both County and AT&T.

Statement of Work. AT&T and/or its subcontractors will deliver and install the Equipment listed in the Bill of Materials and provide Maintenance Services as more fully described below.

Overall Project Details

AT&T will provide a network based videoconferencing system that will allow the County to make high definition multipoint video calls both internal and external to its network. The equipment will also give County 500 licenses for downloadable end points from the MCU. The County will have five new high definition end points for use in applicable conference rooms. In addition, this project will allow the County to upgrade the software on its older Polycom VSX systems to current software release while under Polycom Premier Service. AT&T will provide overall project management as prime on this project, and AT&T will be responsible for the implementation.

Video System

Implementation of the video system will include the following components:

- ❑ 5 Polycom High Definition Video Systems
- ❑ 1 Polycom RMX 2000 Multipoint conferencing system
- ❑ 1 Polycom CMA 5000
- ❑ 1 Polycom VBP 5300
- ❑ Carts and LCDs as listed in BOM
- ❑ Installation of the Video System
- ❑ Annual Polycom Premier Service, a copy of which is attached, for a 3 year period
- ❑ 5 days of training

Maintenance Services

Annual Maintenance Services will include software upgrades and next day parts replacement for the Video Systems listed in Bill of Materials.

AT&T Responsibilities:

Upon contract execution, AT&T will issue purchase orders to its subcontractors (Polycom and Sensory Technologies) and will be responsible for the following:

- ❑ AT&T will provide an overall project manager to coordinate implementation and to act as the primary point of contact for project related communication, documentation, and billing.
- ❑ Order Equipment per the bill of materials
 - Advise customer of shipping timeframes
 - Schedule installation once equipment is delivered
 - Schedule training with the County
- ❑ Provide project documents requesting internal network information and physical location information
- ❑ At County's request schedule and attend project implementation meetings
- ❑ Coordinate on-site training
- ❑ Provide points of escalation for the project as necessary

County Responsibilities:

- ❑ Provide a Point of Contact (POC) for this project.
- ❑ Provide a suitable installation site with adequate power, HVAC, and network connections for equipment in the bill of materials
- ❑ Supply any hard surfaces for mounting hardware. AT&T will provide mounting brackets
- ❑ Provide any local permits and/or plan approvals

- ❑ Hazardous material abatement
- ❑ Schedule County personnel for training
- ❑ Provide internal network information and physical location information
- ❑ Supply alternative dates, if requested, in a timely manner for the one week training course provided by Polycom personnel

Assumptions and Conditions

- ❑ All work will be completed during the hours of Monday-Friday 8:00 AM to 5:00 PM local time. Service performance requested and performed outside the normal business hours of 8:00 AM to 5:00 PM local time will be billed at an applicable overtime hourly rate.
- ❑ Any functionality, features, equipment or services not included in this Scope of Work will be considered changes and/or additions to the project. Such changes shall only be made pursuant to the Change Order process in accordance with the provisions in the Contract, and may result in additional charges, timeline extensions or both.
- ❑ Loading docks will be accessible during normal business hours for delivery of equipment
- ❑ Ample bandwidth will be available for installing and testing equipment during implementation.

AGREED:

AGREED:

CUSTOMER: Cook County Dept. of Public Health

AT&T Corp.

By: _____

By: _____

(Authorized Agent or Representative)

(Authorized Agent or Representative)

(Typed or Printed Name)

(Typed or Printed Name)

(Title)

(Title)

(Date)

(Date)

Cook County Health Department

Pricing Valid Till 6/30/09
USA location only



Bill To and Bill To
 Scope: Below identified infrastructure equipment is from Polycorn Proposal prepared by Mike Malawski

Quoted By: Mary Glimm
 Video Design Engineer: MR
 Payment Terms: Net 30
 Proposal Valid Through: 06/30/2009

Vendor	Part Number	Qty	System Equipment Description	Per Unit List Price	Per Unit Client Price	Extended Client Price
Polycorn HDX 8004XL						
Polycorn	7200-26800-001	1	HDX Media Center 8004XL 2PC: HDX 8004XL (see 7200-26030-001, less mic), HDX Media Center Pedestal with 2-42" 720p LCD displays, 2 soundbars, EagleEye HD camera mount, HDX Ceiling mic array w/ht, cable bundle, crew centers separately, only=054	\$ 36,699.00	\$ 22,019.40	\$ 22,019.40
Polycorn	Trade-in		Polycorn Rebate Program		\$	(1,000.00)
Polycorn VSX 7000						
Polycorn	7200-27630-001	4	HDX 700ZXL Incl HD codec, Eagle Eye HD camera, HDX mic array, P+C, PFCIP, 2nd monitor option, Eng mt. Cables: 2 component video (DVI-RCA), audio (RCA-RCA), LAN, NA pwr. (Only code 54, NTSC)	\$ 11,898.00	\$ 7,139.40	\$ 28,557.60
ST	PST-U	2	Static Mount for Flat Panel		\$ 160.00	\$ 320.00
ST	M4212C-BA	4	42" HD LCD Monitor, 1366x768 (LGS)		\$ 1,265.00	\$ 5,060.00
ST	911-300-110	2	Titan Metal Dual Plasma Cart, includes camera shelf		\$ 2,280.00	\$ 4,560.00
Polycorn	2215-23775-001	2	VSX Ceiling Microphone Array: Black Spherical Array with 2190cm drop cable, Electronics Interface with Mounting Hardware, Wall Plate with 10/30m cable, 3019m & 50715m plenum cables. Compatible with VSX only. Requires Software version 9.5.3 or later	\$ 1,239.00	\$ 743.40	\$ 1,486.80
RMX 2800						
Polycorn	VRMX2540R	1	RMX 2000 10 HD/40 CIF resource configured & licensed system, equipped with MPM+40 Media Processing Module and a Rear Transition Module for IP (RTM-IP), excludes country	\$ 77,500.00	\$ 42,825.00	\$ 42,825.00
Polycorn	5150-18200-500	1	RMX 2000 Encryption License pack--restricted by destination countries	\$ -	\$ -	\$ -
Polycorn	VCCP0101	1	RMX/MOC Power Cord 110VAC 2.3 Meter (9 FT) North America, Saudi Arabia, Venezuela	\$ -	\$ -	\$ -
Polycorn	2583-22563-001	1	VBP 5300-E10 Firewall NAT traversal unit for medium to large enterprise locations. This model includes 2 x 10/100/1000 Ethernet interfaces, a 1 x 10/100 Ethernet, with capacity of 10meg select power cord per per region	\$ 7,500.00	\$ 4,125.00	\$ 4,125.00
Polycorn	1456-10445-001	1	Power Cord: North America	\$ 9.00	\$ 9.00	\$ 9.00
Polycorn	2200-77530-000	1	Converged Management Application (CMA 5000) + 500 Devices includes Appliance, Gatekeeper, Conference Monitoring, Scheduling (Web, Outlook, Lotus), Device Management, automatic software update and provisioning and support for CMA Client; 500 licenses. CMA will give Cook County 500 Desktop Licenses at a cost of \$62.40 per end point.	\$ 52,000.00	\$ 31,200.00	\$ 31,200.00
Polycorn	2200-77534-000	1	Redundant Appliance and license for any CMA 5000 solution up to 5000 licenses. License for redundant solution included. CMA 5000 Redundant appliance cannot be used with CMA 4000.	\$ 31,000.00	\$ 18,600.00	\$ 18,600.00
Polycorn	1456-00286-001	1	Power Cord: US, Canada, Philippines	\$ -	\$ -	\$ -
Polycorn	Trade-in	1	Polycorn Rebate Program		\$	(18,000.00)
Installation and Maintenance Services						
ST	INSTALL-ST	1	Installation and Orientation of HDX 8004XL Executive w/ Dual 50" Monitors.	\$ 2,200.00	\$ 1,960.00	\$ 1,960.00
ST	INSTALL-ST	4	Installation and Orientation of HDX 700ZXL	\$ 1,400.00	\$ 1,250.00	\$ 5,000.00
Polycorn	4970-00294-007	1	Implementation service for RMX 2000, 10 HD/40 CIF system	\$ 9,295.00	\$ 8,825.00	\$ 8,825.00
Polycorn	4970-00117-007	1	Implementation Service for VBP 5300 Series	\$ 3,095.00	\$ 1,269.00	\$ 1,269.00
Polycorn	4970-00490-007	1	Implementation service, CMA 5000	\$ 11,325.00	\$ 8,833.50	\$ 8,833.50
<p>To receive this special pricing all three infrastructure devices must be implemented at the same time.</p>						
Subtotal Estimate						\$ 2,750.00
Shipping will be billed separately on all items						
SYSTEM EQUIPMENT AND PROJECT SERVICES GRAND TOTAL:						\$ 171,000.30

NOTE: Shipping, freight and taxes are not included and will be billed appropriately after invoicing from shipper and/or manufacturer. Quoted charges are estimates for budgetary purposes and are subject to change based on final delivery. Installation fee.
 Please Make Purchase Order Payable to:
 at&t
 FAX or e-Mail Purchase Order to:
 Name: Mary Glimm
 Fax # 847-613-0527 (Please send email stating PO has been faxed)
 Email address: M5072M@at.com

Cook County Health Department

Pricing Valid Till 6/30/09

1st Year Maintenance for Cook County Polycom Equipment Ends on 6/30/2010



Bill To and Ship To
Scope: Re-identified existing equipment list was provided by Cook County

		06/01/2009
Quoted By: Mary Gilven Video Design Engineer: NM Payment Terms: Net 30 Proposal To: Vendor/through: 06/30/2009		

Vendor	Part Number	Qty	System Equipment Description	Per Unit List Price	Per Unit Client Price	Extended Client Price
Maintenance Services						
Polycom	4870-00388-136	1	Premier, Three Year, HDX Media Center 8000 series with two displays	\$ 6,660.00	\$ 5,328.00	\$ 5,328.00
Polycom	4870-00408-136	4	Premier, Three Year, HDX 7000 Series	\$ 2,040.00	\$ 1,632.00	\$ 6,528.00
Polycom	4870-00284-312	1	Premier, Three Year, RMX 2000, 10 HD/40 CIF base IP system	\$ 17,295.00	\$ 13,836.00	\$ 13,836.00
Polycom	4870-00117-306	1	Premier, Three Year, VBP 5300-E10	\$ 2,135.00	\$ 1,708.00	\$ 1,708.00
Polycom	4870-00490-312	1	Premier, Three Year, CMA 5000 with 500 devices	\$ 11,115.00	\$ 8,892.00	\$ 8,892.00
Existing Systems Maintenance						
Polycom	4870-00001-136	9	Premier Service for VSX 7000 - Service End Date 6/30/12	\$ 1,945.00	\$ 1,556.00	\$ 14,004.00
Polycom	4870-00001-136	5	Premier Service for VSX 7000 - Service End Date 6/30/12	\$ 1,375.00	\$ 1,100.00	\$ 5,500.00
Polycom	4870-00234-136	6	Premier Service for VSX 8000 Mobile Responder - Service End Date 6/30/12	\$ 3,434.00	\$ 2,747.20	\$ 16,483.20
Re-activation Fees						
Polycom	4870-00001-602	14	Service re-activation fee, VSX 7000, for product one year or more out of support coverage*	\$ 800.00	\$ 300.00	\$ 4,200.00
Polycom	4870-00069-602	6	Service re-activation fee, VSX 8000, for product one year or more out of support coverage*	\$ 860.00	\$ 440.00	\$ 2,640.00
* Service Re-activation fee is 50% for Purchase Order to Polycom by 6/30/09						
Total for Three Year's Maintenance on Polycom Equipment						\$ 76,319.20

SYSTEM EQUIPMENT AND PROJECT SERVICES GRAND TOTAL: Due by 6/30/2009 \$ 25,440.00

NOTE: Shipping, freight and Taxes are not included and will be billed appropriately after invoicing from shipper and/or manufacturer. Quoted charges are estimates for budgetary purposes and are subject to change based on final delivery, installation, etc.

Please Make Purchase Order Payable to:
at&t

FAX or e-mail Purchase Order to:
Name: Mary Gilven
Fax #847-619-0387 (Please send email stating P.O. has been received)
Email address: MG0724@at&t.com

Cook County Health Department

Pricing Valid TH 6/30/08

Second Year Maintenance for Polycom Equipment Ends on 6/30/2011



Bill To and Ship To:
Scope: Re-sold identified existing equipment list was provided by Cook County

	05/01/2009
Created by: Mary Gilman	
Video Design Engineer: AM	
Payment Terms: Net 30	
Program to be installed on: 06/30/2009	

Vendor	Part Number	Qty	System Equipment Description	Per Unit List Price	Per Unit Client Price	Extended Client Price
Maintenance Services						
Polycom	4870-00388-136	1	Premier, Three Year, HDX Media Center 8000 series with two displays	\$ 6,660.00	\$ 5,328.00	\$ 5,328.00
Polycom	4870-00408-136	4	Premier, Three Year, HDX 7000 Series	\$ 2,040.00	\$ 1,632.00	\$ 6,528.00
Polycom	4870-00284-312	1	Premier, Three Year, RMX 2000, 10 HD/40 CIF base IP system	\$ 17,295.00	\$ 13,936.00	\$ 13,936.00
Polycom	4870-00117-305	1	Premier, Three Year, VDP 5300-E10	\$ 2,135.00	\$ 1,708.00	\$ 1,708.00
Polycom	4870-00490-312	1	Premier, Three Year, CMA 5000 with 500 devices	\$ 11,115.00	\$ 9,892.00	\$ 9,892.00
Existing Systems Maintenance						
Polycom	4870-00001-136	9	Premier Service for VSX 7000 - Service End Date 6/30/12	\$ 1,945.00	\$ 1,556.00	\$ 14,004.00
Polycom	4870-00001-136	5	Premier Service for VSX 7000 - Service End Date 6/30/12	\$ 1,375.00	\$ 1,100.00	\$ 5,500.00
Polycom	4870-00234-136	6	Premier Service for VSX 8000 Mobile Responder - Service End Date 6/30/12	\$ 3,434.00	\$ 2,747.20	\$ 16,483.20
Re-activation Fees						
Polycom	4870-00001-902	14	Service re-activation fee, VSX 7000, for product one year or more out of support coverage *	\$ 800.00	\$ 300.00	\$ 4,200.00
Polycom	4870-00009-802	6	Service re-activation fee, VSX 8000, for product one year or more out of support coverage *	\$ 880.00	\$ 440.00	\$ 2,640.00
* Service Re-activation fee is 50% for Purchase Order to Polycom by 6/30/09						
Total for Three Year's Maintenance on Polycom Equipment						\$ 76,319.20

SYSTEM EQUIPMENT AND PROJECT SERVICES GRAND TOTAL:

Due 6/30/2010 **\$ 25,440.00**

NOTE: Shipping, freight and taxes are not included and will be billed appropriately after invoicing from shipper and/or manufacturer. Quotes charges are estimates for budgetary purposes and are subject to change based on final delivery, installation, etc.

Please Make Purchase Order Payable to:

PAY or e-Mail Purchase Order to:
 Name: Mary Gilman
 Fax # 847-612-0427 (Please send email stating PO has been forwarded)
 Email address: MG0724@pan.com

Cook County Health Department

Pricing Valid Till 6/30/09

Third Year Maintenance for Polycom Equipment Ends on 6/30/2012



Bill To and Ship To:
 Scope: Below identified existing equipment list was provided by Cook County

Quoted by: Mary Glenn
 Video Design Engineer: PM
 Payment Terms: Net 30
 Proposed by: Valentin Kozlov
 06/01/2009
 06/30/2009

Vendor	Part Number	Qty	System Equipment Description	Per Unit List Price	Per Unit Client Price	Extended Client Price
Maintenance Services						
Polycom	4870-00388-136	1	Premier, Three Year, HDX Media Center 8000 series with two displays	\$ 6,060.00	\$ 5,328.00	\$ 5,328.00
Polycom	4870-00408-136	4	Premier, Three Year, HDX 7000 Series	\$ 2,040.00	\$ 1,832.00	\$ 7,328.00
Polycom	4870-00284-312	1	Premier, Three Year, RMX 2000, 10 HD/40 CIF base IP system	\$ 17,295.00	\$ 13,836.00	\$ 13,836.00
Polycom	4870-00117-306	1	Premier, Three Year, VBP 5300-E10	\$ 2,135.00	\$ 1,708.00	\$ 1,708.00
Polycom	4870-00490-312	1	Premier, Three Year, CMA 5000 with 500 devices	\$ 11,115.00	\$ 8,892.00	\$ 8,892.00
Extra Systems Maintenance						
Polycom	4870-00001-136	9	Premier Service for VSX 7000 - Service End Date 6/30/12	\$ 1,945.00	\$ 1,558.00	\$ 14,004.00
Polycom	4870-00001-136	5	Premier Service for VSX 7000 - Service End Date 6/30/12	\$ 1,375.00	\$ 1,100.00	\$ 5,500.00
Polycom	4870-00234-136	6	Premier Service for VSX 8000 Mobile Responder - Service End Date 6/30/12	\$ 3,434.00	\$ 2,747.20	\$ 16,483.20
Re-activation Fees						
Polycom	4870-00001-802	14	Service re-activation fee, VSX 7000, for product one year or more out of support coverage*	\$ 800.00	\$ 300.00	\$ 4,200.00
Polycom	4870-00069-802	6	Service re-activation fee, VSX 8000, for product one year or more out of support coverage*	\$ 890.00	\$ 440.00	\$ 2,640.00
* Service Re-activation fee is 50% for Purchase Order to Polycom by 6/30/09						
Total for Three Year's Maintenance on Polycom Equipment						\$ 76,319.20

SYSTEM EQUIPMENT AND PROJECT SERVICES GRAND TOTAL: Due 6/30/2011 \$ 25,440.00

NOTE: Shipping, freight and taxes are not included and will be billed appropriately after invoicing from shipper and/or manufacturer. Quotes charges are estimates for budgetary purposes and are subject to change based on final delivery, installation, etc.

Please Make Purchase Order Payable to:

at&t

FAX or e-Mail Purchase Order to:

Name: Mary Glenn
 Fax #947-419-0627 (Please send email stating PO has been faxed)
 Email address: MG072@att.net



VIDEO

VOICE

DATA

WEB

TOGETHER, GREAT THINGS HAPPEN.

Polycom Global Services Service Description for Premier support

Unlimited telephone technical support

Polycom will provide access to expert technical support engineers who will assist in solving issues by phone. The Polycom hotline is available during normal business hours in the designated support center's local time, Monday through Friday, excluding national and local holidays recognized by Polycom.

Escalation Support

Polycom will provide access and involvement of higher-level engineering expertise for resolution of more complex technical problems.

Advance Parts Replacement

Polycom will provide expedited replacement of all covered, failed hardware parts. If Polycom's technical support representative determines that a replacement part is required to resolve a hardware malfunction, a replacement part will be dispatched on the same day for next business day delivery (subject to local pick-up time restrictions for overnight services). Despite the foregoing, customs delays may affect actual delivery time in certain regions. Customers are required to promptly return to Polycom any defective parts identified for replacement.

Software Upgrades

Software Upgrades consist of major feature enhancements and/or functionality releases for Polycom products. Customers are entitled to receive Software Upgrades for their then-current registered Polycom product upon Polycom's general release of such Software Upgrades.

Software Updates

Software Updates are designed to correct a software error that prevents the installed system from conforming to its published specifications. Customers are entitled to receive Software Updates for their then-current registered Polycom product upon Polycom's general release of such Software Updates.

On-line Support

Polycom will provide access to extensive technical information on the secure Polycom Resource Center (PRC) available via the Polycom Web site. The PRC provides technical tips, a search and query function on the Polycom Knowledge Base, access to software downloads, a RMA resource page, software activation assistance, a library of technology papers and product information, comprehensive 'how-to' videos, and Frequently Asked Questions (FAQs).

Around-the clock video test facility

Polycom will provide access to Polycom's video test facility, 24 hours a day, 365 days per year. The video test facility provides continuous motion and sound sources. Live face-to-face testing with a Polycom support engineer is also available. Visit the Polycom web site at www.polycom.com for instructions and numbers.

This Service Description is subject to the terms and conditions of Polycom's Worldwide Service Program for End User Customers. In the event of a conflict between the terms of this Service Description and Polycom's WW Service Program Terms and Conditions for End User Customers, The WW Service Program Terms and Conditions for End User Customers will apply. To view these Terms and Conditions, please visit www.polycom.com/pgs/termsandconditions

Cook County Health Department



Pricing Valid Till 8/30/08
USA location only

Bill To and Ship To: Scope: One week training per Kate Lapore Garcia

Date: 05/01/2008 Quoted by: Mary Glenn Video Design Engineer: NM Payment Terms: Net 30 Proposal to: Kate Lapore Garcia
--

Vendor	Part Number	Qty	System Equipment Description	Per Unit List Price	Per Unit Client Price	Extended Client Price
Polycorn	TRAINING	1	RMX - 1 Day System Administration	\$ 18,025.00	\$ 14,420.00	\$ 14,420.00
Polycorn	TRAINING	1	CMA - 2 Day System Administration	\$ -	\$ -	\$ -
Polycorn	TRAINING	1	YBP - 2 Day System Administration	\$ -	\$ -	\$ -

SYSTEM EQUIPMENT AND PROJECT SERVICES GRAND TOTAL: \$ 14,420.00

NOTE: Shipping, freight and taxes are not included and will be billed appropriately after invoicing from the per and/or manufacturer. District charges are estimates for budgetary purposes and are subject to change based on final delivery installation.

Please Make Purchase Order Payable to:
at&t
FAX or e-Mail Purchase Order to:
Name: Mary Glenn
Fax: #630-512-0222 (Please send email stating PO has been faxed)
Email address: M00724@at.com



IMPLEMENTATION ACCEPTANCE CERTIFICATE

_____ PO # _____

Contract/RFP #: _____
CSO #: _____
Order Closure Date: _____
Caller Name: _____
Caller Phone #: _____

Customer Name: Cook County
Sales order #: _____
Request Date: _____

Install Scheduled Date: _____
Scheduled Time: _____ AM/PM

Install At: _____

Site Contact: _____
Phone: _____
Mobile: _____
Email Address: _____

Equipment Type: See Bill of Materials
Circuit ID(s)/IP Information: _____

	Manufacturer:	Model:	Serial Number:	I.P.
1	Polycom	RMX 2000		
2	Polycom	CMA 6000		
3	Polycom	4 X HDX 7000		
4	Polycom	HDX 8000		
5	Polycom	VBP 631D		

SUMMARY OF WORK DESCRIPTION

Polycom will install infrastructure products listed above and in Bill of Materials. Sensory Technologies will install five Polycom HDX end points at locations provided to AT&T POC.

ACKNOWLEDGED:
The undersigned hereby acknowledges on the date of this certificate, the receipt in good working condition of the services and equipment, in accordance with all of the Terms and Conditions of the purchase agreement. SBC has fully and satisfactorily complied with all of the requirements and/or specifications.

Customer

Accepted by: _____
(Print) (Signature)
Title: _____
Email Address: _____
Date: _____

SBC Integration

Installer: _____
(Print) (Signature)

Resource Type: _____

Arrival Time: _____ AM/PM
Departure Time: _____ AM/PM
Total Billable Hours: _____
Revisit Arrival: _____
Revisit Departure: _____

EXHIBIT C

RESPONSE PAGES 18-27



3.01 USING DEPARTMENT BACKGROUND INFORMATION

Cook County, Illinois is located in northeastern Illinois. It is geographically bounded on the east by Lake Michigan and the State of Indiana, on the north by Lake and McHenry Counties, and on the west, southwest, and south by Kane, Du Page, and Will Counties. The area of the County is 956 square miles. It includes all or parts of 127 municipal organizations within its boundaries, including the County seat, the City of Chicago. The Contractor(s) must be able to provide the System Components and technology services to any Cook County agency at any location within these geographical boundaries.

The Cook County Department of Public Health (CCDPH) is an agency within the Cook County Health and Hospital System and a part of Cook County government. The CCDPH performs a variety of public health functions including, but not limited to, Communicable Disease Control and Prevention Services, Environmental Health Services, Integrated Health Support Services, Prevention and Health Promotion Services and related to these services, Community Preparedness and Coordination Services. The CCDPH has public health authority within most areas of suburban Cook County, excluding Evanston, Skokie, Stickney and Oak Park. In addition to field operations, the CCDPH performs services within numerous facilities located throughout Cook County, from offices within the Rolling Meadows, Bridgeview, Harvey and Markham to offices in Oak Park, Maywood, Cicero, South Holland, Des Plaines, Forest Park and Hanover Park.

The CCDPH currently has an inventory of Polycom equipment, both portable and stationary, and desires to expand that inventory to permit the establishment of a network of video conferencing capabilities between the offices utilized by CCDPH, as well as capabilities between those CCDPH offices and external agencies inside and outside the County government system. The County, in turn, utilizes Polycom equipment and any Components procured through a contract resulting from this RFP must be readily transferable to or usable by any other agency within the County government system.

AT&T Response:

AT&T has read and understands.



3.02 CURRENT SOLUTION / METHOD

The purpose of this document is to solicit information to enable the County of Cook to select a qualified supplier of network based videoconferencing bridging and reservations systems. This contract would be inclusive to supporting the acquisition of technology for all agencies within Cook County Government. Based on the information obtained, the County may determine to award one or more contracts for industry standard based equipment, software and technology services.

Cook County wants to select a vendor who can offer us large-volume discount, escalation processes and other added benefits such as product road maps, technical documentation and tools to assist with product configuration and management.

All hardware and software acquired under the contract, regardless of the Cook County agency which acquires the device, are the ownership of Cook County Government. We reserve the right to move the equipment from one Cook County location to another County location without consulting, notifying or advising the original hardware manufacturer or reseller.

The Successful Proposer must have demonstrated experience and expertise with the technical and functional aspects of Polycom Systems and with the tasks required to configure and implement the Components within the County's environment. The County desires to solicit Proposals from either the manufacturer or an authorized reseller of the System Components with the demonstrated experience and ability to offer the current and future services the County may require to maximize the functionality of its System including, but not limited to, a Contractor that offers defined pricing for superior maintenance service options, excellent warranty coverage including expedited response and equipment replacement during periods of emergent need, training programs and pricing for potential future services not otherwise covered by the maintenance and warranty agreements.

Proposers should describe how their Solution(s) will satisfy the County's requirements. If Proposer wishes to propose a Solution which deviates in any way from these requirements, it should submit a written inquiry as provided in Section 1.03, above, requesting that the County modify the scope of this RFQ or agree to entertain alternative Solutions.



AT&T Response:

AT&T has been dedicated to our partnership with Polycom and formerly PictureTel for over 20 years. AT&T has an organization specializing in visual communications that assists our dedicated government account teams. AT&T is a Platinum partner with Polycom. As one of Polycom's largest resellers, we have a quality relationship with our dedicated channel manager and her remote counterparts in various regions. Polycom shares our commitment to the government market segment with a representatives working exclusively in the government marketplace.

AT&T can meet the county's requirement for local service with our technical help desk and installation personnel. Our local technicians have performed interactive video conferencing installations in the County of Cook for both enterprise businesses as well as county and state government for many years.

AT&T will offer the County large volume discounting along with superior service for installation services, software upgrades, and the capability of viewing future enhancements to the Polycom product line.

Contractor shall provide, configure, install, implement and maintain the Hardware and Software (System Components) required by the CCDPH. The System provided by Contractor shall supplement and complement certain existing PolyCom System components already in use within the CCDPH or the County. This System may be expanded and/or upgraded in the future to support future acquisitions of video conferencing technology by additional agencies within Cook County Government. Based on the Proposals, the County may enter into one or more contracts for the equipment, software and technology services described herein.

AT&T Response:

AT&T will provide the ability for existing and future equipment maintenance agreements that will keep the County's Polycom equipment current with software and enhancements as requested or required by the County.

The term of a contract resulting from this RFP shall be for three (3) years, with up to two (2) one year optional extension periods. The option to extend this contact shall be



exercised at the sole discretion of Cook County with approval of the Cook County Board of Commissioners.

AT&T Response:

AT&T has read and will supply pricing for one and two year maintenance extensions.

All System components provided under the Contract, regardless of the agency which uses them, shall be the property of Cook County Government. The County shall have the right to move the System components to and from any County location, for use by any County agency, without need for notification of the manufacturer or reseller.

AT&T Response:

AT&T has read and understands.

Existing CCDPH Components

The current inventory of Polycom System Components in place at the CCDPH includes eight (8) VSX 7000 units and six (6) mobile responder units. The System Components acquired through a contract resulting from this RFP must complement and function interoperably with this equipment. As a separate cost proposal option, CCDPH seeks pricing to upgrade the software applications within its existing inventory and for maintenance services to include all Polycom equipment currently in the CCDPH inventory.

AT&T Response:

AT&T has read and will comply with providing a cost proposal for upgrading software on current County Polycom equipment.



3.03 REQUIREMENTS AND SPECIAL CONDITIONS

Specific CCDPH Requirements

The Contractor shall propose pricing to furnish, configure, deliver, implement and integrate each the following Network Components including all standard features and capabilities routinely provided by the manufacturer for each Component. Any features or capabilities which exceed the minimum requirements set forth herein shall be provided at no additional cost to the County. If the System Component is modular in scope, all appropriate charges must be set forth in an attachment to the Cost Proposal.

AT&T Response:

AT&T will provide a separate cost proposal in Attachment D, which is under the tab Section 6: Cost Proposal.

The equipment will be provided to CCDPH on an "As Is" basis. AT&T shall pass through to CCDPH any hardware warranties available from equipment manufacturers.

- One (1) Polycom VSX 8000 Units with Embedded MP Plus Multipoint Software Fully Configured with Operational Features and Specifications including:
 - (2) 50-inch, plasma monitors
 - Configuration for 6, 12 and 24 Simultaneous Port Capacity (Three Separate Prices)

AT&T Response:

See Attachment D for detailed cost proposal.

- One (1) Free standing VSX 8000 Executive Collection Floor System for the dual 50-inch, plasma monitors

AT&T Response:

See Attachment D for detailed cost proposal.



- Two (2) Polycom VSX 7000 Units with Embedded MP Plus Multipoint Software each Fully Configured with Operational Features and Specifications including:
 - Two (2) 42-inch plasma monitors
 - Configuration for 4 Simultaneous Port Capacity

AT&T Response:

See attachment D for detailed cost proposal.

- Two (2) Free standing VSX 7000 Polycom® Media Centers for dual 42-inch, plasma monitors

AT&T Response:

See attachment D for detailed cost proposal.

- Two (2) Polycom VSX 7000 Polycom Media Centers with Embedded MP Plus Multipoint Software Fully Configured with Operational Features and Specifications including:
 - Two (2) VSX Ceiling Microphone Array
 - Configuration for 4 Port Simultaneous Capacity each

AT&T Response:

See attachment D for detailed cost proposal.

The pricing of each Component shall include a One Year Warranty to include both equipment and software maintenance and support and shall include one two hour training session per component purchased for up to twenty (20) County employees.

AT&T Response:

AT&T has read and complies.

Additional Requirements: Options



Proposers shall submit additional, optional pricing for each of the following:

- Second, Third, Fourth and Fifth Year Maintenance and Support contracts which may be purchased at the County's election.

AT&T Response:

See AT&T pricing proposal in Attachment D, which is under the tab Section 6: Cost Proposal.

- Hourly charges for various professional services offered by proposer which supplement, but do not overlap or replace, professional services that are included as part of the warranty or maintenance and support services which may be purchased at the County's election during the term of the Contract.

AT&T Response:

AT&T will charge an hourly wage of \$80 with a four hour minimum.

- Maintenance and Support contracts for existing CCDPH System Components Network which may be purchased at the County's election

AT&T Response:

See pricing proposal in Attachment D, which is under the tab Section 6: Cost Proposal.

- Pricing to Upgrade Existing CCDPH System Components

AT&T Response:

See pricing proposal in Attachment D, which is under the tab Section 6: Cost Proposal.

Supporting Documentation



Proposers shall submit with their Cost Proposals the proposed warranty and maintenance and support terms that correspond to the proposed pricing. In doing so, Proposers should distinguish between routine maintenance and non-emergent repairs, and services that must be provided urgently in an emergency situation. Proposers shall address the availability of replacement equipment in the event equipment is required to be removed from CCDPH facilities for repair. Proposers shall also submit a full description of the technical support that will be made available to CCDPH during the term of the contract and during all maintenance periods. Proposer shall also submit a description of the technical documentation and tools that will be made available to County for configuration and management of the System.

AT&T Response:

Support plans are an essential part of any AT&T and Polycom solution, they are an integral management tool for professionals who rely heavily on their voice and video equipment and cannot afford downtime. Key features of a Premier Service plan include:

- Technical Phone Support with problem escalation
- eSupport- Online Web Support
- Advanced Hardware Replacement- Next Business Day (Custom delays may affect time in certain regions)
- Access to Software Updates* and
- Access to Software Upgrades,* receive the latest features (any additional hardware required will be on a fee basis)
- Optional – On-site support

* When, and if, available during the maintenance agreement period.

Please note that for systems not under maintenance agreement software upgrades will be offered separately on a license fee basis at the then current list price. This license does not entitle the customer to future upgrades. It is only to purchase the current version of the software.

Volume Discounts for Purchases During Term



Because the County may wish to acquire additional Polycom System Components beyond what is described in this RFP, Proposers are encouraged to submit alternate pricing proposals that take into consideration a potential volume discount.

AT&T Response:

AT&T is offering the County a volume discount regardless of the amount of systems purchased.

SECTION 4: SUBPROPOSER IDENTIFICATION

Proposer shall identify the SubProposer(s) it intends to use to provide specific Deliverables described in Section 4 of its Proposal. Proposer shall identify the SubProposer's qualifications to provide the proposed subcontracted Deliverables and the quantity of Deliverables the SubProposer may provide, depending upon negotiations.

AT&T Response:

Sensory Technologies is a leading videoconference and audio-visual system solutions provider. With offices in Chicago, Illinois; Indianapolis, Indiana; Dayton, Ohio, Ft. Wayne, Indiana; and Milwaukee, Wisconsin; we have the resources to deliver our expert solutions to the Midwest and nationally.

Our videoconference technology, audio-visual system integration and visual collaboration solutions increase our client's productivity and communication effectiveness. We achieve this by providing our clients with a fully integrated solution consisting of system design, equipment procurement, integration and on-site service support. Our projects are most visible in boardrooms, conference rooms, training centers, schools, universities, control centers, museums, hospitals and many other specialized venues.

Expertise, experience, and an on-going commitment to customer service is the foundation this company has been built on. Our strengths include:

- A highly trained and well-educated workforce providing a wide array of visual communication solutions
- A consultative process to assess customer needs
- A Help Desk staffed 12 hours a day



By achieving the highest certification designation in the audio-visual industry, (Gold Level Certification issued by the International Communications Industry Association (ICIA)), Sensory Technologies is dedicated to excellence and the continued education of our workforce.

Repeat business and customer referrals have lead to our company growth. Architects, interior designers, technology consultants and many others have depended on us to bring state-of-the-art audio visual solutions to their clients. Sensory Technologies is also certified as a Women Business Enterprise.

EXHIBIT D
CERTIFICATE OF INSURANCE

MARSH

CERTIFICATE OF INSURANCE

CERTIFICATE NUMBER
CHI-002002986-01

PRODUCER
Marsh USA, Inc.
701 Market Street, Suite 1100
St. Louis, MO 63101
Attn: alt.certrequest@marsh.com

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER OTHER THAN THOSE PROVIDED IN THE POLICY. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES DESCRIBED HEREIN.

018568-SI-CRT-08-09

IL BE

COMPANIES AFFORDING COVERAGE

- COMPANY**
A National Union Fire Ins Co Pittsburgh PA
- COMPANY**
B American Home Assurance Co
- COMPANY**
C
- COMPANY**
D

INSURED
AT&T Inc, and Subsidiaries
Illinois Bell Telephone Company
175 E. Houston, Room 7-P-60
San Antonio, TX 78205

COVERAGES

This certificate supersedes and replaces any previously issued certificate for the policy period noted below.

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

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY	GL9723026 (AOS)	06/01/08	06/01/09	GENERAL AGGREGATE \$ 15,000,000
A	<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> OWNERS & CONTRACTOR'S PROT <input checked="" type="checkbox"/> EXCESS GENERAL <input checked="" type="checkbox"/> \$10,000,000 SIR APPLIES	GL9723027 (LA only)	06/01/08	06/01/09	PRODUCTS - COMP/OP AGG \$ 15,000,000 PERSONAL & ADV INJURY \$ 15,000,000 EACH OCCURRENCE \$ 15,000,000 FIRE DAMAGE (Any one fire) \$ N/A MED EXP (Any one person) \$ N/A
A	AUTOMOBILE LIABILITY	CA1607588 (AOS)	06/01/08	06/01/09	COMBINED SINGLE LIMIT \$ 15,000,000
A	<input 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 <input checked="" type="checkbox"/> EXCESS AUTOMOBILE <input checked="" type="checkbox"/> \$10,000,000 SIR APPLIES	CA1607585 (KS,NY) CA1607586 (LA)	06/01/08 06/01/08	06/01/09 06/01/09	BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE \$
	<input type="checkbox"/> GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EACH ACCIDENT \$ AGGREGATE \$
	<input type="checkbox"/> EXCESS LIABILITY <input type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM				EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY THE PROPRIETOR/PARTNERS/EXECUTIVE OFFICERS ARE: <input type="checkbox"/> INCL <input type="checkbox"/> EXCL				WC STATUTORY LIMITS OTH ER EL EACH ACCIDENT \$ EL DISEASE-POLICY LIMIT \$ EL DISEASE-EACH EMPLOYEE \$
A	OTHER Excess Workers' Compensation	See Additional Information	06/01/08	01/01/10	EL Each Accident 1,000,000
B	Employers' Liability	See Additional Information	06/01/08	01/01/10	EL Disease-Policy Limit 1,000,000 EL Disease-Each Employee 1,000,000

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

The General Liability, Automobile Liability and Workers Compensation policies described herein apply excess of the self-insured retentions listed. Cook County Department of Health is included as an Additional Insured under the General Liability policy but only with respect to the requirements of the contract between the Certificate Holder and Illinois Bell Telephone Company.

CERTIFICATE HOLDER

Cook County Department of Health
1010 W. Lake Street
Oak Park, IL 60301

CANCELLATION

SHOULD ANY OF THE POLICIES DESCRIBED HEREIN BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE INSURER AFFORDING COVERAGE WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED HEREIN. BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER AFFORDING COVERAGE, ITS AGENTS OR REPRESENTATIVES, OR THE ISSUER OF THIS CERTIFICATE.

AUTHORIZED REPRESENTATIVE
of Marsh USA Inc.
BY: Alfred A. Peterfeso

Alfred A. Peterfeso

MM1(3/82)

VALID AS OF: 11/10/08

ADDITIONAL INFORMATION

CHI-002002988-01 DATE (MM/DD/YY) 11/10/08

PRODUCER

Marsh USA, Inc.
701 Market Street, Suite 1100
St. Louis, MO 63101
tfn: att.certrequest@marsh.com

COMPANIES AFFORDING COVERAGE

COMPANY

E

COMPANY

F

018566-SI-CRT-08-09

IL BE

INSURED

AT&T Inc. and Subsidiaries
Illinois Bell Telephone Company
175 E. Houston, Room 7-P-80
San Antonio, TX 78205

COMPANY

G

COMPANY

H

WORKERS' COMPENSATION SELF INSURED LIMITS

- AL - \$3,000,000
- AR - \$25,000,000
- CA - \$25,000,000
- FL - \$15,000,000
- GA - \$3,000,000
- IL - \$25,000,000
- IN - \$25,000,000
- KS - \$1,000,000
- KY - \$3,000,000
- LA - \$15,000,000
- MI - \$25,000,000
- MO - \$1,000,000
- MS - \$500,000
- NC - \$15,000,000
- OH - \$25,000,000
- OK - \$25,000,000
- SC - \$1,000,000
- TN - \$1,000,000
- TX - \$3,000,000
- WA - \$1,000,000
- WV - \$500,000
- WI - \$500,000

EXCESS WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY

AMERICAN HOME ASSURANCE COMPANY:
#478-07-74 (AL, AR, FL, GA, IL, IN, KS, KY, LA, MI, MO, MS, NC, OH, OK, SC, TN, TX, WA, WV) - Statutory
NATIONAL UNION FIRE INSURANCE COMPANY:
#478-07-75 (CA) - \$50,000,000
#478-07-76 (WI) - Statutory

CERTIFICATE HOLDER

Cook County Department of Health
1010 W. Lake Street
Oak Park, IL 60301

AUTHORIZED REPRESENTATIVE

of Marsh USA Inc.

BY: Alfred A. Peterfeso

Alfred A. Peterfeso

**ECONOMIC DISCLOSURE STATEMENT
AND EXECUTION DOCUMENT
INDEX**

Section	Description	Pages
Instructions	Instructions for Completion of EDS	EDS i - ii
1	MBE/WBE Utilization Plan	EDS 1,2
2	Letter of Intent	EDS 3, 4
3	Petition for Reduction/Waiver of MBE/WBE Participation Goals	EDS 5, 6
4	Certifications	EDS 7, 8
5	Economic and Other Disclosures, Affidavit of Child Support Obligations and Disclosure of Ownership Interest	EDS 9 - 13
6	Sole Proprietor Signature Page	EDS 14a/b/c
7	Partnership Signature Page	EDS 15a/b/c
8	Corporation Signature Page	EDS 16a/b/c
9	Cook County Signature Page	EDS 17

**INSTRUCTIONS FOR COMPLETION OF
ECONOMIC DISCLOSURE STATEMENT AND EXECUTION DOCUMENT**

This Economic Disclosure Statement and Execution Document ("EDS") is to be completed and executed by every Bidder on a County contract, every party responding to a Request for Proposals or Request for Qualifications ("Proposer"), and others as required by the Purchasing Agent. If the Undersigned is awarded a contract pursuant to the procurement process for which this EDS was submitted (the "Contract"), this Economic Disclosure Statement and Execution Document shall stand as the Undersigned's execution of the Contract.

Definitions. Capitalized terms used in this EDS and not otherwise defined herein shall have the meanings given to such terms in the Instructions to Bidders, General Conditions, Request for Proposals, Request for Qualifications, or other documents, as applicable.

"Affiliated Entity" means a person or entity that, directly or indirectly, controls the Bidder, is controlled by the Bidder, or is, with the Bidder, under common control of another person or entity. Indicia of control include, without limitation, interlocking management or ownership; identity of interests among family members; shared facilities and equipment; common use of employees; and organization of a business entity following the ineligibility of a business entity to do business with the County under the standards set forth in the Certifications included in this EDS, using substantially the same management, ownership or principals as the ineligible entity.

"Bidder," "Proposer," "Undersigned," or "Applicant," is the person or entity executing this EDS. Upon award and execution of a Contract by the County, the Bidder, Proposer, Undersigned or Applicant, as the case may be, shall become the Contractor or Contracting Party.

"Proposal," for purposes of this EDS, is the Undersigned's complete response to an RFP/RFQ, or if no RFQ/RFP was issued by the County, the "Proposal" is such other proposal, quote or offer submitted by the Undersigned, and in any event a "Proposal" includes this EDS.

"Code" means the Code of Ordinances, Cook County, Illinois available through the Cook County Clerk's Office website (<http://www.cookcountyclerk.com/subordinances.asp>). This page can also be accessed by going to www.cookcountyclerk.com, clicking on the tab labeled "County Board Proceedings," and then clicking on the link to "Cook County Ordinances."

"Contractor" or "Contracting Party" means the Bidder, Proposer or Applicant with whom the County has entered into a Contract.

"EDS" means this complete Economic Disclosure Statement and Execution Document, including all sections listed in the Index and any attachments.

"Lobby" or "lobbying" means to, for compensation, attempt to influence a County official or County employee with respect to any County matter.

"Lobbyist" means any person or entity who lobbies.

"Prohibited Acts" means any of the actions or occurrences which form the basis for disqualification under the Code, or under the Certifications hereinafter set forth.

Sections 1 through 3: MBE/WBE Documentation. Sections 1 and 2 must be completed in order to satisfy the requirements of the County's MBE/WBE Ordinance, as set forth in the Contract Documents, if applicable. If the Undersigned believes a waiver is appropriate and necessary, Section 3, the Petition for Waiver of MBE/WBE Participation must be completed.

Section 4: Certifications Section 4 sets forth certifications that are required for contracting parties under the Code. Execution of this EDS constitutes a warranty that all the statements and certifications contained, and all the facts stated, in the Certifications are true, correct and complete as of the date of execution.

Section 5: Economic and Other Disclosures Statement Section 5 is the County's required Economic and Other Disclosures Statement form. Execution of this EDS constitutes a warranty that all the information provided in the EDS is true, correct and complete as of the date of execution, and binds the Undersigned to the warranties, representations, agreements and acknowledgements contained therein.

Sections 6, 7, 8: Execution Forms. The Bidder executes this EDS, and the Contract, by completing and signing three copies of the appropriate Signature Page. Section 6 is the form for a sole proprietor; Section 7 is the form for a partnership or joint venture; and Section 8 is the form for a corporation. Proper execution requires **THREE ORIGINALS**; therefore, the appropriate Signature Page must be filled in, three copies made, and all three copies must be properly signed, notarized and submitted. The forms may be printed and completed by typing or hand writing the information required. The County is in the process of converting these forms into a format that may be downloaded and completed on the user's computer. Once this feature is available, those having the necessary software may follow the instructions set forth below under the heading "Instructions for Completing PDF Forms."

Required Updates. The information provided in this EDS will be kept current. In the event of any change in any information provided, including but not limited to any change which would render inaccurate or incomplete any certification or statement made in this EDS, the Undersigned will supplement this EDS up to the time the County takes action, by filing an amended EDS or such other documentation as is requested.

Additional Information. The County's Governmental Ethics and Campaign Financing Ordinances, impose certain duties and obligations on persons or entities seeking County contracts, work, business, or transactions. For further information please contact the Director of Ethics at (312) 603-4304 (69 W. Washington St. Suite 3040, Chicago, IL 60602) or visit our web-site at www.cookcountygov.com and go to the Ethics Department link. The Bidder must comply fully with the applicable ordinances.

MBE/WBE UTILIZATION PLAN

Section 1

BIDDER/PROPOSER HEREBY STATES that all MBE/WBE firms included in this Plan are certified MBEs/WBEs by at least one of the entities listed in the General Conditions.

I. BIDDER/PROPOSER MBE/WBE STATUS: (check the appropriate line)

___ Bidder/Proposer is a certified MBE or WBE firm. (If so, attach copy of appropriate Letter of Certification.)

___ Bidder/Proposer is a Joint Venture and one or more Joint Venture partners are certified MBEs or WBEs, (If so, attach copies of Letter(s) of Certification, a copy of Joint Venture Agreement clearly describing the role of the MBE/WBE firm(s) and its ownership interest in the Joint Venture and a completed Joint Venture Affidavit – available from the Office of Contract Compliance.)

___ Bidder/Proposer is not a certified MBE or WBE firm, nor a Joint Venture with MBE/WBE partners, but will utilize MBE and WBE firms either Directly or Indirectly in the performance of the Contract. (If so, complete Sections II and III).

II. Direct Participation of MBE/WBE Firms

MBEs/WBEs will perform as subcontractors/suppliers/consultants include the following:

MBE/WBE Firm: _____

Address: _____

E-mail: _____

Contact Person: _____ Phone: _____

Dollar Amount Participation: \$ _____

Percent Amount of Participation: _____%

*Letter of Intent attached? Yes _____ No _____

*Letter of Certification attached? Yes _____ No _____

MBE/WBE Firm: _____

Address: _____

E-mail: _____

Contact Person: _____ Phone: _____

Dollar Amount Participation: \$ _____

Percent Amount of Participation: _____%

*Letter of Intent attached? Yes _____ No _____

*Letter of Certification attached? Yes _____ No _____

Attach additional sheets as needed.

***Where goals have not been achieved through Direct Participation, Bidder/Proposer shall include documentation outlining efforts to achieve Direct Participation at the time of Bid/Proposal submission.**

III. Indirect Participation of MBE/WBE Firms

NOTE: This section need not be completed if the MBE/WBE goals have been met through Direct Participation. However, Indirect Participation will only be considered after all efforts to achieve Direct Participation have been exhausted. Only after written documentation of Good Faith Efforts is received will Indirect Participation be considered.

MBEs/WBEs will perform as subcontractors/suppliers/consultants include the following:

MBE/WBE Firm: _____

Address: _____

E-mail: _____

Contact Person: _____ Phone: _____

Dollar Amount of Indirect Participation: \$ _____

Percent Amount of Indirect Participation: _____ %

*Letter of Intent attached? Yes _____ No _____

*Letter of Certification attached? Yes _____ No _____

MBE/WBE Firm: _____

Address: _____

E-mail: _____

Contact Person: _____ Phone: _____

Dollar Amount of Indirect Participation: \$ _____

Percent Amount of Indirect Participation: _____ %

*Letter of Intent attached? Yes _____ No _____

*Letter of Certification attached? Yes _____ No _____

Attach additional sheets as needed.

***All Letters of Intent, Letters of Certification and documentation of Good Faith Efforts omitted from this bid/proposal must be submitted to the Office of Contract Compliance so as to assure receipt by the Contract Compliance Administrator not later than three (3) business days after bid opening or proposal due date.**

Revised: 11/13/08

COOK COUNTY LETTER OF INTENT

Section 2

MBE/WBE TO PERFORM AS SUBCONTRACTOR, SUPPLIER AND/OR CONSULTANT

Contract Title & Number: _____ / _____

From: _____
(MBE/WBE Firm)

To: _____ and the County of Cook
(Bidder/Proposer Firm)

The undersigned is prepared to provide the following services, supplies and projects in connection with the above named contract:

Each service performed and /or item supplied will be detailed under Description of Service/Supply/Project with all services/items totaled under Fee/Cost to equal the full dollar amount of the Letter of Intent. **All services performed and/or supplies provided must be directly and/or indirectly related to this specific Cook County contract and must not include any services/supplies/projects related to any other government contract.**

<u>Description of Service/Supply/Project</u>	<u>Fee/Cost</u>	
1. _____	\$ _____	_____ %
2. _____	\$ _____	_____ %
3. _____	\$ _____	_____ %
4. _____	\$ _____	_____ %
	Total: \$ _____	_____ %

THE UNDERSIGNED PARTIES AGREE that this Letter of Intent will become a binding Subcontract Agreement conditioned upon the Bidder/Proposer's receipt of a signed contract from the County of Cook. The Undersigned Parties do also certify that they did not affix their signatures to this document until all areas under Description of Service/Supply/Project and Fee/Cost were completed by the MBE/WBE.

Upon Penalty of Perjury, I _____ (print name)

the _____ (title) and duly authorized representative

of the _____ (MBE/WBE firm) affirm that

the foregoing information is true and correct and the services, supplies, and/or project indicated above will be supplied/

performed for the above indicated total dollar amount \$ _____ which represents the above indicated total

percentage _____ % for the contract amount \$ _____.

(Signature of Affiant) _____ / ____ / ____
(Date)

Subscribed and sworn to before me this _____ day of _____, 200_____.

(Notary's Signature) _____ (Notary Seal)

Upon Penalty of Perjury, I _____ (print name)

the _____ (title) and duly authorized

representative of the _____ (Bidder/Proposer firm)

affirm that the foregoing information is true and correct and the services, supplies, and/or project indicated above will

be supplied/performed for the above indicated total dollar amount \$ _____ which represents the above

indicated total percentage _____% for the contract amount \$ _____.

(Signature of affiant)

____/____/____
(Date)

Subscribed and sworn to before me this _____ day of _____, 200_____.

(Notary's Signature)

(Notary Seal)

PETITION FOR WAIVER OF MBE/WBE PARTICIPATION

A. BIDDER/PROPOSER HEREBY REQUESTS:

FULL MBE WAIVER

FULL WBE WAIVER

REDUCTION (PARTIAL MBE and/or WBE PARTICIPATION)

_____ % of Reduction for MBE Participation

_____ % of Reduction for WBE Participation

B. REASON FOR FULL/REDUCTION WAIVER REQUEST

Bidder/Proposer shall check each item applicable to its reason for a waiver request. **Additionally, supporting documentation shall be submitted with this request. If such supporting documentation cannot be submitted with bid/proposal/quotation, such documentation shall be submitted directly to the Office of Contract Compliance no later than three (3) days from the date of submission date.**

(1) lack of sufficient qualified MBEs and/or WBEs capable of providing the goods or services required by the contract **(please explain)**

(2) the specifications and necessary requirements for performing the contract make it impossible or economically infeasible to divide the contract to enable the contractor to utilize MBEs and/or WBEs in accordance with the applicable participation **(please explain)**

(3) price(s) quoted by potential MBEs and/or WBEs are above competitive levels and increase cost of doing business and would make acceptance of such MBE and/or WBE bid economically impracticable, taking into consideration the percentage of total contract price represented by such MBE and/or WBE bid **(please explain)**

(4) there are other relevant factors making it impossible or economically infeasible to utilize MBE and/or WBE firms **(please explain)**

C. GOOD FAITH EFFORTS TO OBTAIN MBE/WBE PARTICIPATION

Bidder/Proposer shall check each item applicable to its reason for a waiver request. **Additionally, supporting documentation shall be submitted with this request. If such supporting documentation cannot be submitted with bid/proposal/quotation, such documentation shall be submitted directly to the Office of Contract Compliance no later than three (3) days from the date of submission date.**

- (1) Made timely written solicitation to identified MBEs and WBEs for utilization of goods and/or services; and provided MBEs and WBEs with a timely opportunity to review and obtain relevant specifications, terms and conditions of the proposal to enable MBEs and WBEs to prepare an informed response to solicitation **(please attach)**

- (2) Followed up initial solicitation of MBEs and WBEs to determine if firms are interested in doing business **(please attach)**

- (3) Advertised in a timely manner in one or more daily newspapers and/or trade publication for MBEs and WBEs for supply of goods and services **(please attach)**

- (4) Use the services and assistance of the Office of Contract Compliance Staff **(please explain)**

- (5) Engaged MBEs & WBEs for indirect participation **(please explain)**

D. OTHER RELEVANT INFORMATION

Attach any other documentation relative to Good Faith Efforts in complying with MBE/WBE participation.

**CERTIFICATIONS
(SECTION 4)**

THE FOLLOWING CERTIFICATIONS ARE MADE PURSUANT TO STATE LAW AND THE CODE. THE UNDERSIGNED IS CAUTIONED TO CAREFULLY READ THESE CERTIFICATIONS PRIOR TO SIGNING THE SIGNATURE PAGE. SIGNING THE SIGNATURE PAGE SHALL CONSTITUTE A WARRANTY BY THE UNDERSIGNED THAT ALL THE STATEMENTS, CERTIFICATIONS AND INFORMATION SET FORTH WITHIN THESE CERTIFICATIONS ARE TRUE, COMPLETE AND CORRECT AS OF THE DATE THE SIGNATURE PAGE IS SIGNED. THE UNDERSIGNED IS NOTIFIED THAT IF THE COUNTY LEARNS THAT ANY OF THE FOLLOWING CERTIFICATIONS WERE FALSELY MADE, THAT ANY CONTRACT ENTERED INTO WITH THE UNDERSIGNED SHALL BE SUBJECT TO TERMINATION.

A. PERSONS AND ENTITIES SUBJECT TO DISQUALIFICATION

No person or business entity shall be awarded a contract or sub-contract, for a period of five (5) years from the date of conviction or entry of a plea or admission of guilt, civil or criminal, if that person or business entity:

- 1) Has been convicted of an act committed, within the State of Illinois, of bribery or attempting to bribe an officer or employee of a unit of state, federal or local government or school district in the State of Illinois in that officer's or employee's official capacity;
- 2) Has been convicted by federal, state or local government of an act of bid-rigging or attempting to rig bids as defined in the Sherman Anti-Trust Act and Clayton Act Act. 15 U.S.C. Section 1 et seq.;
- 3) Has been convicted of bid-rigging or attempting to rig bids under the laws of federal, state or local government;
- 4) Has been convicted of an act committed, within the State, of price-fixing or attempting to fix prices as defined by the Sherman Anti-Trust Act and the Clayton Act 15 U.S.C. Section 1, et seq.;
- 5) Has been convicted of price-fixing or attempting to fix prices under the laws the State;
- 6) Has been convicted of defrauding or attempting to defraud any unit of state or local government or school district within the State of Illinois;
- 7) Has made an admission of guilt of such conduct as set forth in subsections (1) through (6) above which admission is a matter of record, whether or not such person or business entity was subject to prosecution for the offense or offenses admitted to; or
- 8) Has entered a plea of *nolo contendere* to charge of bribery, price-fixing, bid-rigging, or fraud, as set forth in sub-paragraphs (1) through (6) above.

In the case of bribery or attempting to bribe, a business entity may not be awarded a contract if an official, agent or employee of such business entity committed the Prohibited Act on behalf of the business entity and pursuant to the direction or authorization of an officer, director or other responsible official of the business entity, and such Prohibited Act occurred within three years prior to the award of the contract. In addition, a business entity shall be disqualified if an owner, partner or shareholder controlling, directly or indirectly, 20 % or more of the business entity, or an officer of the business entity has performed any Prohibited Act within five years prior to the award of the Contract.

THE UNDERSIGNED HEREBY CERTIFIES THAT: The Undersigned has read the provisions of Section A, Persons and Entities Subject to Disqualification, that the Undersigned has not committed any Prohibited Act set forth in Section A, and that award of the Contract to the Undersigned would not violate the provisions of such Section or of the Code.

B. BID-RIGGING OR BID ROTATING

THE UNDERSIGNED HEREBY CERTIFIES THAT: In accordance with 720 ILCS 5/33 E-11, neither the Undersigned nor any Affiliated Entity is barred from award of this Contract as a result of a conviction for the violation of State laws prohibiting bid-rigging or bid rotating

C. DRUG FREE WORKPLACE ACT

THE UNDERSIGNED HEREBY CERTIFIES THAT: The Undersigned will provide a drug free workplace, as required by Public Act 88-1459 (30 ILCS 580/2-11).

D. DELINQUENCY IN PAYMENT OF TAXES

THE UNDERSIGNED HEREBY CERTIFIES THAT: The Undersigned is not an owner or a party responsible for the payment of any tax or fee administered by Cook County, by a local municipality, or by the Illinois Department of Revenue, which such tax or fee is delinquent, such as bar award of a contract or subcontract pursuant to the Code, Chapter 34, Section 34-129.

E. HUMAN RIGHTS ORDINANCE

No person who is a party to a contract with Cook County ("County") shall engage in unlawful discrimination or sexual harassment against any individual in the terms or conditions of employment, credit, public accommodations, housing, or provision of County facilities, services or programs (Code Chapter 42, Section 42-30 et seq)

F. ILLINOIS HUMAN RIGHTS ACT

THE UNDERSIGNED HEREBY CERTIFIES THAT: It is in compliance with the the Illinois Human Rights Act (775 ILCS 5/2-105), and agrees to abide by the requirements of the Act as part of its contractual obligations.

G. MACBRIDE PRINCIPLES, CODE CHAPTER 34, SECTION 34-132

If the primary contractor currently conducts business operations in Northern Ireland, or will conduct business during the projected duration of a County contract, the primary contractor shall make all reasonable and good faith efforts to conduct any such business operations in Northern Ireland in accordance with the MacBride Principles for Northern Ireland as defined in Illinois Public Act 85-1390.

H. LIVING WAGE ORDINANCE PREFERENCE (COOK COUNTY CODE, CHAPTER 34, SECTION 34-127;

The Code requires that a living wage must be paid to individuals employed by a Contractor which has a County Contract and by all subcontractors of such Contractor under a County Contract, throughout the duration of such County Contract. The amount of such living wage is determined from time to time by, and is available from, the Chief Financial Officer of the County.

For purposes of this EDS Section 4, H, "Contract" means any written agreement whereby the County is committed to or does expend funds in connection with the agreement or subcontract thereof. The term "Contract" as used in this EDS, Section 4, I, specifically excludes contracts with the following:

- 1) Not-For Profit Organizations (defined as a corporation having tax exempt status under Section 501(C)(3) of the United State Internal Revenue Code and recognized under the Illinois State not-for-profit law);
- 2) Community Development Block Grants;
- 3) President's Office of Employment Training;
- 4) Sheriff's Work Alternative Program; and
- 5) Department of Correction inmates.

**REQUIRED DISCLOSURES
(SECTION 5)**

1. DISCLOSURE OF LOBBYIST CONTACTS

List all persons or entities that have made lobbying contacts on your behalf with respect to this contract:

Name	Address

2. LOCAL BUSINESS PREFERENCE DISCLOSURE; CODE, CHAPTER 34, SECTION 34-151(p);

"Local Business" shall mean a person authorized to transact business in this State and having a bona fide establishment for transacting business located within Cook County at which it was actually transacting business on the date when any competitive solicitation for a public contract is first advertised or announced and further which employs the majority of its regular, full time work force within Cook County, including a foreign corporation duly authorized to transact business in this State and which has a bona fide establishment for transacting business located within Cook County at which it was actually transacting business on the date when any competitive solicitation for a public contract is first advertised or announced and further which employs the majority of its regular, full time work force within Cook County.

a) Is Bidder a "Local Business" as defined above?
Yes: _____ No: _____

b) If yes, list business address(es) within Cook County:

c) Does Bidder employ the majority of its regular full-time workforce within Cook County?
Yes: _____ No: _____

3. THE CHILD SUPPORT ENFORCEMENT ORDINANCE (PREFERENCE (CODE, CHAPTER 34, SECTION 34-366))

Every Applicant for a County Privilege shall be in full compliance with any child support order before such Applicant is entitled to receive or renew a County Privilege. When delinquent child support exists, the County shall not issue or renew any County Privilege, and may revoke any County Privilege. All Applicants are required to review the Cook County Affidavit of Child Support Obligations attached to this EDS and complete the following, based upon the definitions and other information included in such Affidavit:

_____ Applicant has no "Substantial Owner."

OR

_____ The Cook County Affidavit of Child Support Obligations has been completed by all "Substantial Owners" and is attached to this EDS.

17-19-102-001-0000	ILLINOIS BELL TELEPHONE CO
14-31-211-001-0000	SBC/AMERITECH IL
08-22-300-020-0000	SBC
04-28-400-001-0000	ILLINOIS BELL TELEPHONE CO
05-34-423-009-0000	AT & T
05-33-425-001-0000	AT & T & IL CORP
16-18-318-002-0000	ILLINOIS BELL TELEPHONE CO
10-28-105-004-0000	SBC AMERITECH
09-14-109-031-0000	SBC AMERITECH
04-04-400-009-0000	SBC AMERITECH
90-00-000-000-0000	SBC AMERITECH
02-23-310-024-0000	SBC AMERITECH
09-14-111-001-0000	SBC AMERITECH
06-34-205-014-0000	SBC AMERITECH
09-14-111-001-0000	SBC AMERITECH
10-16-222-019-0000	SBC AMERITECH
20-20-307-015-0000	SBC AMERITECH
06-08-116-014-0000	SBC AMERITECH
06-08-209-007-0000	SBC AMERITECH
06-05-203-002-0000	SBC AMERITECH
06-05-202-009-0000	SBC AMERITECH
06-05-202-006-0000	SBC AMERITECH
06-08-115-022-0000	SBC AMERITECH
06-08-118-008-0000	SBC AMERITECH
06-05-201-008-0000	SBC AMERITECH
06-08-117-004-0000	SBC AMERITECH
06-05-105-010-0000	SBC AMERITECH
06-05-104-003-0000	SBC AMERITECH
06-05-100-014-0000	SBC AMERITECH
16-36-425-011-0000	SBC AMERITECH
10-33-208-036-0000	SBC AMERITECH
16-13-417-030-0000	SBC AMERITECH
20-11-423-019-0000	SBC AMERITECH
15-36-104-036-0000	SBC AMERITECH
18-30-100-010-0000	SBC AMERITECH
08-22-300-006-0000	SBC AMERITECH
08-22-300-006-0000	SBC AMERITECH
28-01-306-071-0000	SBC AMERITECH
02-15-400-055-0000	SBC AMERITECH
02-08-405-015-0000	SBC AMERITECH
11-18-117-010-0000	SBC AMERITECH
29-20-200-020-0000	SBC AMERITECH
02-08-407-024-0000	SBC AMERITECH
24-01-327-018-0000	SBC AMERITECH IL
14-30-118-010-0000	SBC AMERITECH IL
18-20-204-028-0000	SBC AMERITECH IL
15-05-101-085-0000	SBC AMERITECH IL
27-10-100-088-0000	SBC AMERITECH IL
15-05-101-086-0000	SBC AMERITECH IL
18-04-118-014-0000	SBC AMERITECH IL
18-04-118-021-0000	SBC AMERITECH IL
15-07-310-072-0000	SBC AMERITECH IL
15-07-310-060-0000	SBC AMERITECH IL
18-35-407-016-0000	SBC AMERITECH IL
16-24-427-003-0000	SBC AMERITECH IL
16-24-427-003-0000	SBC AMERITECH IL
23-27-302-014-0000	SBC AMERITECH IL
31-13-102-001-0000	SBC AMERITECH IL
18-20-204-008-0000	SBC AMERITECH IL
17-30-210-056-0000	SBC AMERITECH IL

04-27-303-004-0000	SBC AMERITECH IL
25-18-303-042-0000	SBC AMERITECH IL
16-07-116-019-0000	SBC AMERITECH IL
32-09-100-010-0000	SBC AMERITECH IL
31-11-401-022-0000	SBC AMERITECH IL
14-17-300-045-0000	SBC AMERITECH IL
20-02-405-001-0000	SBC AMERITECH IL
20-02-405-071-1001	SBC AMERITECH IL
16-35-113-038-0000	SBC AMERITECH IL
27-34-113-012-0000	SBC AMERITECH IL
29-12-124-001-0000	SBC AMERITECH IL
20-03-120-012-0000	SBC AMERITECH IL
16-07-104-025-0000	SBC AMERITECH IL
17-33-200-023-0000	SBC AMERITECH IL
10-20-102-001-0000	SBC AMERITECH IL
13-23-204-041-0000	SBC AMERITECH IL
31-11-401-022-0000	SBC AMERITECH IL
10-14-118-022-0000	SBC AMERITECH IL
17-28-208-105-0000	SBC AMERITECH IL
17-31-429-005-0000	SBC AMERITECH IL
31-21-201-013-0000	SBC AMERITECH IL
17-07-423-014-0000	SBC AMERITECH IL
09-36-105-128-0000	SBC AMERITECH IL
14-33-324-027-0000	SBC AMERITECH IL
06-28-100-008-0000	SBC AMERITECH IL
15-17-412-036-0000	SBC AMERITECH IL
20-03-120-012-0000	SBC AMERITECH IL
04-10-200-081-0000	SBC AMERITECH IL
17-27-306-081-0000	SBC AMERITECH IL
15-25-403-005-0000	SBC AMERITECH IL
17-08-128-009-0000	SBC AMERITECH IL
18-02-307-055-0000	SBC AMERITECH IL
25-19-316-028-0000	SBC AMERITECH IL
19-11-202-005-0000	SBC AMERITECH IL
16-18-136-001-0000	SBC AMERITECH IL
02-35-100-062-0000	SBC AMERITECH IL
28-35-204-014-0000	SBC AMERITECH IL
02-35-100-062-0000	SBC AMERITECH IL
18-05-308-030-0000	SBC AMERITECH IL
19-10-124-001-0000	SBC AMERITECH IL
25-29-110-012-0000	SBC AMERITECH IL
24-06-201-065-0000	SBC AMERITECH IL
17-22-102-019-0000	SBC AMERITECH IL
15-30-300-002-0000	SBC AMERITECH IL
15-35-203-012-0000	SBC AMERITECH IL
25-06-318-006-0000	SBC AMERITECH IL
20-02-318-022-0000	SBC AMERITECH IL
25-04-400-070-0000	SBC AMERITECH IL
19-19-213-012-0000	SBC AMERITECH IL
17-27-306-080-0000	SBC AMERITECH IL
10-30-201-004-0000	SBC AMERITECH IL
15-13-301-001-0000	SBC AMERITECH IL
07-34-102-028-0000	SBC AMERITECH IL
15-27-328-019-0000	SBC AMERITECH IL
15-03-419-030-0000	SBC AMERITECH IL
17-27-306-080-0000	SBC AMERITECH IL
14-29-102-024-0000	SBC AMERITECH IL
24-17-405-011-0000	SBC AMERITECH IL
02-03-100-003-0000	SBC AMERITECH IL
23-11-412-063-0000	SBC AMERITECH IL

4. REAL ESTATE OWNERSHIP DISCLOSURES.

The Undersigned must indicate by checking the appropriate provision below and providing all required information that either:

a) The following is a complete list of all real estate owned by the Undersigned in Cook County:

PERMANENT INDEX NUMBER(S): _____

AT&T & its affiliates provide products and services to many thousands of customers in Cook County and across Illinois

(ATTACH SHEET IF NECESSARY TO LIST ADDITIONAL INDEX NUMBERS)

OR: In order to do so, AT&T and its affiliates own and/or lease ~~many~~ numerous operating facilities in Cook County and around the States.

b) _____ The Undersigned owns no real estate in Cook County

5. EXCEPTIONS TO CERTIFICATIONS OR DISCLOSURES.

If the Undersigned is unable to certify to any of the Certifications or any other statements contained in this EDS and not explained elsewhere in this EDS, the Undersigned must explain below:

If the letters, "NA", the word "None" or "No Response" appears above, or if the space is left blank, it will be conclusively presumed that the Undersigned certified to all Certifications and other statements contained in this EDS.

COOK COUNTY DISCLOSURE OF OWNERSHIP INTEREST STATEMENT

The Cook County Code of Ordinances (§2-610 et seq.) requires that any Applicant for any County Action must disclose information concerning ownership interests in the Applicant. This Disclosure of Ownership Interest Statement must be completed with all information current as of the date this Statement is signed. Furthermore, this Statement must be kept current, by filing an amended Statement, until such time as the County Board or County Agency shall take action on the application. The information contained in this Statement will be maintained in a database and made available for public viewing.

If you are asked to list names, but there are no applicable names to list, you must state NONE. An incomplete Statement will be returned and any action regarding this contract will be delayed. A failure to fully comply with the ordinance may result in the action taken by the County Board or County Agency being voided.

"Applicant" means any Entity or person making an application to the County for any County Action.

"County Action" means any action by a County Agency, a County Department, or the County Board regarding an ordinance or ordinance amendment, a County Board approval, or other County agency approval, with respect to contracts, leases, or sale or purchase of real estate.

"Entity" or "Legal Entity" means a sole proprietorship, corporation, partnership, association, business trust, estate, two or more persons having a joint or common interest, trustee of a land trust, other commercial or legal entity or any beneficiary or beneficiaries thereof.

This Disclosure of Ownership Interest Statement must be submitted by :

1. An Applicant for County Action and
2. An individual or Legal Entity that holds stock or a beneficial interest in the Applicant and is listed on the Applicant's Statement (a "Holder") must file a Statement and complete #1 only under **Ownership Interest Declaration**.

Please print or type responses clearly and legibly. Add additional pages if needed, being careful to identify each portion of the form to which each additional page refers.

This Statement is being made by the Applicant or Stock/Beneficial Interest Holder

This Statement is an: Original Statement or Amended Statement

Identifying Information:

Name: ATET Corp D/B/A: _____ EIN NO: 13 492 4710

Street Address: 2000 W ATET Center Dr

City: Hoffman Estates State: IL Zip Code: 60197

Phone No.: 847 345 8548

Form of Legal Entity:

- | | | | |
|---|--------------------------------------|---|--|
| <input type="checkbox"/> Sole Proprietor | <input type="checkbox"/> Partnership | <input checked="" type="checkbox"/> Corporation | <input type="checkbox"/> Trustee of Land Trust |
| <input type="checkbox"/> Business Trust | <input type="checkbox"/> Estate | <input type="checkbox"/> Association | <input type="checkbox"/> Joint Venture |
| <input type="checkbox"/> Other (describe) _____ | | | |

SIGNATURE BY A CORPORATION
(SECTION 8)

The Undersigned hereby certifies and warrants: that all of the statements, certifications, and representations set forth in this EDS are true, complete and correct; that the Undersigned is in full compliance and will continue to be in compliance throughout the term of the Contract or County Privilege issued to the Undersigned with all the policies and requirements set forth in this EDS; and that all of the facts and information provided by the Undersigned in this EDS are true, complete and correct. The Undersigned agrees to inform the Purchasing Agent in writing if any of such statements, certifications, representations, facts or information becomes or is found to be untrue, incomplete or incorrect during the term of the Contract or County Privilege.

BUSINESS NAME: AT&T
BUSINESS ADDRESS: 2000 W AT&T Drive
Highman Estates IL 60197
BUSINESS TELEPHONE: 847345 8548 FAX NUMBER: 847513 0219
CONTACT PERSON: MARY GLIMM
FEIN: 134924710 *IL CORPORATE FILE NUMBER: _____

LIST THE FOLLOWING CORPORATE OFFICERS:

PRESIDENT: POV SPEARS VICE PRESIDENT: TAD REYNES
SECRETARY: Wayne Wirtz TREASURER: Charles P Allen
RVP
**SIGNATURE OF PRESIDENT: [Signature]

ATTEST: _____ (CORPORATE SECRETARY)

Subscribed and sworn to before me this
20th day of May, 2012
x [Signature]
Notary Public Signature

My commission expires:



- * If the corporation is not registered in the State of Illinois, a copy of the Certificate of Good Standing from the state of incorporation must be submitted with this Signature Page.
- ** In the event that this Signature Page is signed by any persons than the President and Secretary, attach either a certified copy of the corporate by-laws, resolution or other authorization by the corporation, authorizing such persons to sign the Signature Page on behalf of the corporation.

Mary Glimm
2000 AT&T Center Drive
Hoffman Estates, IL 60197
July 6, 2009

Betty Hancock Perry
Compliance
Cook County
118 North Clark Street
Chicago, Illinois 60602

Dear Ms Hancock Perry:

AT&T is continuing to work with Sharla Roberts to fulfill the MBE WBE portion of the Cook County Video Conferencing RFP.

Sincerely,

A handwritten signature in black ink, appearing to read 'Mary Glimm', written in a cursive style.

Mary Glimm
Application Specialist

COOK COUNTY SIGNATURE PAGE
(SECTION 9)

ON BEHALF OF THE COUNTY OF COOK, A BODY POLITIC AND CORPORATE OF THE STATE OF ILLINOIS, THIS CONTRACT IS HEREBY EXECUTED BY:

Todd A. Shurz

PRESIDENT, COOK COUNTY BOARD OF COMMISSIONERS

Robert L. Taylor-Falkin

COOK COUNTY PURCHASING AGENT

John R. Mowbray

COOK COUNTY COMPTROLLER

DATED AT CHICAGO, ILLINOIS THIS 16th DAY OF June, 2009

IN THE CASE OF A BID PROPOSAL, THE COUNTY HEREBY ACCEPTS:

THE FOREGOING ~~BID~~ PROPOSAL AS IDENTIFIED IN THE CONTRACT DOCUMENTS FOR CONTRACT NUMBER

09-41-226

OR

ITEM(S), SECTION(S), PART(S): _____

TOTAL AMOUNT OF CONTRACT: \$ 261,740.30
(DOLLARS AND CENTS)

FUND CHARGEABLE _____

APPROVED AS TO FORM:

[Signature] 7-8-09

ASSISTANT STATE'S ATTORNEY

APPROVED BY BOARD OF
COOK COUNTY COMMISSIONERS

JUL 21 2009

COM _____

AMEND TO INCREASE

Purchase Requisition
Office of the Purchasing Agent
Cook County of Illinois

1-15-10
AK

Purchase Order Number
170984

09-41-226 *ese*

Requisition # **07** 88832 Contract # **09-41-226** Open Date

Ship To: 8000458 **Information Technology- Automa** Supplier: 813534 AT&T Corp
Cook County Administration Off Antonio Hylton 312-603-1400 2000 W. AT&T Drive
69 W. Washington Street Rm 270 69 W. Washington #1160 Hoffman Estates IL 60197
Chicago IL 60602-3007

Buyer Number 724150 Supervisor 40
Bid/Sale Src Code SSV
Business Unit 71700009
Internal Req Number 90090029
Board Apprd Nov 04 2009
Requisition Date 11/20/2009
Date Needed 11/20/2009

One Time Purchase Yes No Covers Need for months. Specific Period of time thru Prior Contract No. Expiration Date Emergency No.
Line # Commodity Description Bal. on Hand Quantity UOM Est. Unit Cost Extended Cost Business Unit and Object Account

1,000 961 Video Conferencing Bridges Services < > LO .0000 1,400,000.00 71700009.560451.8300
Video Conference Bridging Services
Contract Period: June 2, 2009 - June 30, 2012

Total of Items Ordered 1,400,000.00

Handwritten signature

Handwritten notes: 11/21, 12/28/09

CERTIFICATION

I hereby certify that the items and/or services above are necessary to this department (or institution) and that the dep't., account & activity numbers indicated above accurately reflect the specific line item budget appropriation approved by the Board of County Commissioners and there is sufficient unencumbered balance in the account to grant same.

CCA

APPROVED BUDGETARY ACCOUNT

PURCHASING USE ONLY

Handwritten signature: Paula Moore
REQUISITIONER

Handwritten signature
BUREAU or DEPARTMENT HEAD

ACCT # _____ DATE _____ BY _____

RECEIVED
OFFICE OF THE PURCHASING AGENT
10 JAN 15 PM 3:01
Handwritten signature: M. J. ...

THE BOARD OF COMMISSIONERS
TODD H. STROGER
President

Earlean Collins	1 st Dist.	Peter N. Silvestri	9 th Dist.
Robert Steele	2 nd Dist.	Bridget Gainer	10 th Dist.
Jerry Butler	3 rd Dist.	John P. Daley	11 th Dist.
William M. Beavers	4 th Dist.	Forrest Claypool	12 th Dist.
Deborah Sims	5 th Dist.	Larry Suffredin	13 th Dist.
Joan Patricia Murphy	6 th Dist.	Gregg Goslin	14 th Dist.
Joseph Mario Moreno	7 th Dist.	Timothy O. Schneider	15 th Dist.
Edwin Reyes	8 th Dist.	Anthony J. Peraica	16 th Dist.
		Elizabeth Ann Doody Gorman	17 th Dist.



ANTONIO ALLAN HYLTON
Chief Information Officer

Cook County
Bureau of Technology

69 West Washington Street, Suite 2700
Chicago, IL 60610-3014
Tel: (312) 603-1400
Fax: (312) 603-9905

January 15, 2010

Carmen Triche-Colvin
Purchasing Agent
118 North Clark Street
Chicago, Illinois 60602

Dear Mrs. Triche-Colvin:

The Bureau of Technology respectfully request to amend and increase Cook County Department of Public Health (CCDPH) contract 09-41-226 by \$1,400,000.00 with AT&T Corporation for video conferencing bridging services.

The Bureau of Technology is requesting to participate in CCDPH Contract No. 09-41-226 to increase the number of county locations that can conduct site to site video conference meetings. As more County agencies request to hold video conferences a communication server is needed to monitor and coordinate the conference services.

Respectfully submitted,

Antonio A. Hylton
Chief Information Officer
Cook County, Illinois
Bureau of Technology
ahylton@cookcountygov.com
312-603-1400

Proposal Letter

Customer: Cook County Bureau of Technology

Project Name: Cook County Video Conferencing Services

Project Number:

Contract: 09-41-226

Prepared by: Keneese M. McNamer

Preparation date: 12/23/09

Overview. The Scope of Work when finalized by Cook County and AT&T will include a Statement of Work ("SOW") describing the work to be performed hereunder, and the following schedules will be attached hereto: Bill of Materials for Equipment and Services, Implementation Timeline, and Certificate of Acceptance. The Scope of Work will be an attachment to the CONTRACT between, COUNTY OF COOK, a body politic and corporate of the State of Illinois, acting through the Cook County Bureau of Technology ("County"), and AT&T Corp. ("AT&T") dated _____. Any Services or Equipment provided by AT&T under the Scope of Work shall be governed by the terms and conditions contained in the July 2009 executed agreement. When finalized, the Scope of Work is effective, and is incorporated into and made part of the CONTRACT, on the date when signed by the latter of both County and AT&T.

The County has approved an additional \$1.4M to be added to the July 2009 executed agreement, in which the contract executed is for a term of 36 months.

Statement of Work. AT&T and/or its subcontractors will deliver and install the Equipment listed in the finalized Bill of Materials and provide Maintenance Services which will be fully described in the agreed upon Statement of Work.

Overall Project Details

To be finalized by AT&T and The County

AT&T Responsibilities:

Upon scope of work execution, AT&T will issue purchase orders to its subcontractors and will be responsible for the following:

- AT&T will provide an overall project manager to coordinate implementation and to act as the primary point of contact for project related communication, documentation, and billing.
- Order Equipment per the bill of materials
 - Advise customer of shipping timeframes
 - Schedule installation once equipment is delivered
 - Schedule training with the County
- Provide project documents requesting internal network information and physical location information
- At County's request schedule and attend project implementation meetings
- Coordinate on-site training
- Provide points of escalation for the project as necessary

County Responsibilities:

- Provide purchase Orders to AT&T for the bill of materials to be determined by AT&T and The County
- Provide a Point of Contact (POC) for the project.
- Provide a suitable installation site with adequate power, HVAC, and network connections for equipment in the bill of materials
- Supply any hard surfaces for mounting hardware.
- Provide any local permits and/or plan approvals
- Hazardous material abatement
- Schedule County personnel for training if applicable
- Provide internal network information and physical location information

Assumptions and Conditions

- All work will be completed during the hours of Monday-Friday 8:00 AM to 5:00 PM local time. Service performance requested and performed outside the normal business hours of 8:00 AM to 5:00 PM local time will be billed at an applicable overtime hourly rate.
- Any functionality, features, equipment or services not included in the agreed upon Scope of Work will be considered changes and/or additions to the project. Such changes shall only be made pursuant to the Change Order process in accordance with the provisions in the Contract, and may result in additional charges, timeline extensions or both.
- Loading docks will be accessible during normal business hours for delivery of equipment
- Ample bandwidth will be available for installing and testing equipment during implementation.

AGREED:

AGREED:

CUSTOMER: <Insert Customer's Legal Name>

AT&T Corp.

By: _____
(Authorized Agent or Representative)

By: _____
(Authorized Agent or Representative)

(Typed or Printed Name)

(Typed or Printed Name)

(Title)

(Title)

(Date)

(Date)



**OFFICE OF THE PURCHASING AGENT
COUNTY OF COOK**

118 NORTH CLARK ST. ROOM 1018
CHICAGO, ILLINOIS 60602-1375
(312) 603-5370

THIS PURCHASE ORDER NUMBER
MUST APPEAR ON ALL PACKAGES,
INVOICES, SHIPPING PAPERS AND
DROP SHIPMENTS.

PURCHASE ORDERED ISSUED TO
813534

AT&T Corp
2000 W. AT&T Drive
Hoffman Estates IL 60197

DATE
1/20/2010
F.O.B. POINT

PURCHASE ORDER NO.
170984 - 000- OP
REQUISITION NO.
00088832 O7

COOK COUNTY FEIN: 36-6006541
ILLINOIS SALES TAX EXEMPT: E-9998-2013-04
FEDERAL EXCISE TAX EXEMPT CERT: 36-75-D038K

SHIP TO Information Technology-Automation
Cook County Administration Offices
69 W. Washington Street Rm 2700
Chicago IL 60602-3007

DELIVERY INSTRUCTIONS

Antonio Hylton 312-603-1400 69
W. Washington #1160

DEPT NO	
71700009	Page 1 of 1

LINE	FURNISH THE FOLLOWING SUPPLIES AND/OR SERVICE	QUANTITY/ UOM	UNIT PRICE	EXTENDED PRICE	ACCOUNT NUMBER
1.00	MISCELLANEOUS PROFESSIONAL SERVICES INCREASE VIDEO CONFERENCING SYSTEM EQUIPMENT AND RELATED SERVICES AS PER CONTRACT 09-41-226 AUTHORIZED BY COUNTY BOARD 06/16/2009 CONTRACT PERIOD 06/02/2009 THROUGH 06/30/2012 AMOUNT AUTHORIZED \$261,740.30 INCREASE AUTHORIZED 11/04/1009 TO EXPAND USERS \$1,400,000.00 AMOUNT ENCUMBERED THIS PO \$1,400,000.00 BALANCE TO FOLLOW ON SEPARATE PO REF RFP 08-50-2001P REQ 90090029	.00 LO	.0000	1,400,000.00	71700009.560451.8300
***** Total Order *****				1,400,000.00	

NOTE: VENDOR AGREES NOT TO EXCEED THE QUANTITY OR DOLLAR AMOUNT OF THIS ORDER WITHOUT WRITTEN AUTHORIZATION FROM THE PURCHASING AGENT

RECEIPT CERTIFICATION (FOR DEPARTMENT USE ONLY)

I hereby certify that I have received the goods/services reflected above and that the items referenced are in full conformity with the purchase order/contract.

Authorized Signature: _____

Date: _____

I hereby certify that this purchase is in agreement with the requisition on file authorizing the expenditure and is properly approved.

PURCHASING AGENT

Date: _____

Antonio Hylton 1-21-10

POST BOARD AGENDA

APPROVED AS AMENDED BY THE BOARD OF COOK COUNTY COMMISSIONERS NOV 04 2009

BUREAU OF TECHNOLOGY**PROPOSED CONTRACT ADDENDUM**

Transmitting a Communication, dated October 14, 2009 from

ANTONIO HYLTON, Chief Information Officer, Bureau of Technology

requesting authorization for the Purchasing Agent to amend and increase by \$1,400,000.00, Cook County Department of Public Health (CCDPH), Contract No. 09-41-226 with AT&T Corporation, Chicago, Illinois, for video conferencing bridging services.

Board approved amount 06-16-09:	\$ 261,740.30
Increase requested:	<u>1,400,000.00</u>
Adjusted amount:	\$1,661,740.30

Reason: The Bureau of Technology is requesting to participate in CCDPH Contract No. 09-41-226 to increase the number of county locations that can conduct site to site video conference meetings. As more County agencies request to hold video conferences a communication server is needed to monitor and coordinate the conference services. The expiration date of the current contract is June 30, 2012.

Estimated Fiscal Impact: \$1,400,000.00. (717/009-579 Account).

This equipment was included in the 2009 Capital Equipment Program approved by the Board of Commissioners on June 2, 2009. (Item #416).