



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

June 18, 2010

At & T Corporation
225 W. Randolph St. 23C
Chicago, IL 60606
Attn: Keneese McNamer

Ref: Contract No: 10-41-35

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: Steve Edmonson



CONTRACT FOR SERVICE
DOCUMENT NO. 10-41-35



INTEGRATED SERVICES DIGITAL NETWORK MASTER AGREEMENT

FOR

THE BUREAU OF INFORMATION TECHNOLOGY

WITH: AT&T CORPORATION

BOARD OF COMMISSIONERS
COUNTY OF COOK
TODD H. STROGER, PRESIDENT

APPROVED BY BOARD OF
COOK COUNTY COMMISSIONERS

MAR 16 2010

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ISSUED BY THE
OFFICE OF THE PURCHASING AGENT

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BUREAU OF TECHNOLOGY
PROPOSED CONTRACT AMENDMENT

ITEM #7

Transmitting a Communication, dated May 14, 2010 from

R. STEVE EDMONSON, Chief Information Officer, Bureau of Technology

requesting authorization for the Cook County Board of Commissioners to amend the following item, which was previously approved at the March 16, 2010 Board Meeting (Agenda Item #22). The transmittal reflects the contract period to be March 16, 2010 through March 15, 2012 and should be amended to reflect the contract period to be March 16, 2010 through March 15, 2013.

The stricken and underscored language indicates the amendment.

Transmitting a Communication from

R. STEVE EDMONSON, Chief Information Officer, Bureau of Technology

requesting authorization for the Purchasing Agent to enter and execute a three (3) year master service agreement with AT&T Corporation, Chicago Heights, Illinois, for Integrated Services Digital Network (ISDN) T1 circuits, long distance usage and local calling usage.

Reason: The Bureau of Technology request approval to execute a master service agreement which reduces pricing tiers for ISDN T1 circuits, long distance usage and local calling usage. Approval and execution will allow Cook County to continue to receive the discounted rate for maintenance in accordance to the Tariff and Franchise Agreement.

Estimated Fiscal Impact: ~~\$32,700,000.00~~ \$27,500,000.00 (FY 2010 - \$8,700,000.00; FY 2011 - ~~\$12,000,000.00~~ \$9,300,000.00; FY 2012 - ~~\$12,000,000.00~~ \$9,500,000.00).
Contract period: March 16, 2010 through March 15, ~~2012~~ 2013. (490/499-220 Account). Requisition No. 00160009.

Approval of this item would commit Fiscal Years 2011 and 2012 funds.

In accordance with Cook County Code Section 2-108(z)(1) Amendment or suspension of rules, Commissioner Silvestri, seconded by Commissioner Peraica, moved to suspend Section 2-108(h)(1) Prior notice to public; agendas. **The motion carried unanimously.**

Commissioner Daley, seconded by Commissioner Suffredin, moved that the request of the Chief Information Officer of the Bureau of Technology be approved. **The motion carried unanimously.**



JAN 27 2010

MASTER AGREEMENT

Customer The County of Cook, a body politic and corporate of the State of Illinois. Street Address: 2323 Rockwell City: Chicago State/Province: IL Zip Code: 60608 Country: USA	AT&T AT&T Corp.
Customer Contact (for notices) Name: Title: Street Address: City: State/Province: Zip Code: Country: Telephone: Fax: Email:	AT&T Contact (for notices) Name: Keneese McNamer Title: Account Manager Street Address: 225 West Randolph, 23C City: Chicago State/Province: IL Zip Code: 60606 Country: USA With a copy to: AT&T Corp. One AT&T Way Bedminster, NJ 07921-0752 ATTN: Master Agreement Support Team Email: mast@att.com

This Master Agreement ("Master Agreement"), between the customer named above ("Customer") and the AT&T entity named above ("AT&T"), is effective when signed by both Customer and AT&T ("Effective Date"). The Term of this Agreement shall commence on the Effective Date and continue for three (3) years; provided, however, Chief Information Officer or his/her designee may extend the Term for an additional period of ninety (90) days by providing AT&T written notice at least thirty (30) days prior to expiration of the initial Term.

This Master Agreement will apply to all services and equipment Customer buys from AT&T, during the Term that are provided under Pricing Schedules attached to or referencing this Master Agreement ("Services"). Other Services may be provided by signing additional Pricing Schedules at any time. AT&T standard service offerings are described in Tariffs, Guidebooks, Service Guides and other documents identified in this Master Agreement.

Customer (by its authorized representative)	AT&T (by its authorized representative)
By:	By:
Name:	Name: LORI YOUNG LEAD - CUSTOMER CONTRACTS
Title:	Title:
Date: 01/27/10	Date: 2/1/10

1. INTRODUCTION

1.1 **Overview of Documents.** The terms and conditions governing the Services that AT&T provides to Customer are set forth in this Master Agreement, the following additional documents, and any other documents executed by the parties and referencing this Master Agreement (which documents together with this Master Agreement are called "this Agreement"):

- (a) **Pricing Schedules.** A Pricing Schedule (including related attachments) identifies the Services AT&T may provide to Customer, the price (including discounts, if applicable) for each Service, and the term during which such prices are in effect ("Pricing Schedule Term").
- (b) **Tariffs and Guidebooks.** "Tariffs" are documents containing the standard descriptions, pricing, and other terms and conditions for a Service that AT&T files with regulatory commissions. "Guidebooks" are documents containing the standard descriptions, pricing, and other terms and conditions for a Service that were, but no longer are, filed with regulatory commissions. Tariffs and Guidebooks may be found at att.com/servicepublications or other locations AT&T may designate.
- (c) **Acceptable Use Policy.** AT&T's Acceptable Use Policy ("AUP") applies to Services provided over or accessing the Internet. The AUP may be found at att.com/aup, or other locations AT&T may designate.
- (d) **Service Guides.** The description, pricing, and other terms and conditions for the Service not covered by a Tariff or Guidebook may be contained in a Service Guide, which may be found at att.com/servicepublications or other locations AT&T may designate.

1.2 **Priority of Documents.** The order of priority of the documents that form this Agreement is: Pricing Schedules; this Master Agreement; the AUP; and Tariffs, Guidebooks and Service Guides provided that Tariff is first in priority for those services purchased under a Confirmation of Service Order.

1.3 **Revisions to Documents.** Subject to Section 8.2(c) (Materially Adverse Change), AT&T may revise Tariffs, Guidebooks, Service Guides or the AUP (collectively "Service Publications") at any time.

1.4 **Execution by Affiliates.** An AT&T Affiliate or Customer Affiliate may sign a Pricing Schedule referencing this Agreement in its own name and such Affiliate contract will be a separate, but associated, contract incorporating the terms of this Master Agreement with respect to that Pricing Schedule. Customer and AT&T will arrange to have their respective Affiliates comply with this Agreement, regardless of whether an Affiliate has signed a Pricing Schedule.

1.5 **Capitalized Terms.** Capitalized terms not otherwise defined in this Agreement are defined in Section 11 (Definitions).

1.6 **Orders.** Customer shall designate in writing individuals authorized to place orders hereunder

2. AT&T DELIVERABLES

2.1 **Services.** AT&T agrees to either provide or arrange to have an AT&T Affiliate provide Services to Customer in accordance with this Agreement, subject to availability and operational limitations of systems, facilities and equipment. Where required, an AT&T Affiliate authorized by the appropriate regulatory authority will be the service provider.

2.2 **AT&T Equipment.** Services may include use of certain equipment owned by AT&T that is located at the Site ("AT&T Equipment"), but title to the AT&T Equipment will remain with AT&T. Customer must provide electric power for the AT&T Equipment and keep the AT&T Equipment physically secure and free from liens and encumbrances. Customer will bear the risk of loss or damage to AT&T Equipment (other than ordinary wear and tear) to the extent caused by Customer's negligence.

2.3 **Software.** Any software used with the Services will be governed by the written terms and conditions applicable to such software. Title to software remains with AT&T or its supplier. Customer must comply with all such terms and conditions and they take precedence over this Agreement as to such software.

3. CUSTOMER'S COOPERATION

3.1 **Access Right.** Customer will in a timely manner allow AT&T to access property and equipment that Customer controls as reasonably required to provide the Services, and Customer will obtain, at Customer's expense, timely access for AT&T to property that Customer does not control (other than public property) as reasonably required to provide the Services. Access rights include the right to construct, install, repair, maintain, replace and remove access lines and network facilities, as well as to use ancillary equipment space within a building, as necessary for Customer's connection to AT&T's network. Customer must provide AT&T timely information and access to Customer's facilities and equipment as AT&T reasonably requires to provide the Services, subject to Customer's reasonable security policies. Customer will furnish any conduit, holes, wireways, wiring, plans, equipment, space, power/utilities, and other items reasonably required to perform installation of the

Services, and obtain any necessary licenses, permits and consents (including easements and rights-of-way). Customer will have the Site ready for AT&T to perform its work according to a mutually agreed schedule.

3.2 **Safe Working Environment.** Customer will ensure that the location at which AT&T installs, maintains or provides Services is a suitable and safe working environment, free of Hazardous Materials. "Hazardous Materials" means any substance or material capable of posing an unreasonable risk to health, safety or property or whose use, transport, storage, handling, disposal, or release is regulated by any law related to pollution, protection of air, water, or soil, or health and safety. AT&T does not handle, remove or dispose of Hazardous Materials, and AT&T has no obligation to perform work at a location that is not a suitable and safe working environment. AT&T will not be liable for any Hazardous Materials.

3.3 **Users.** "User" means anyone who uses or accesses any Service provided to Customer. Customer will cause Users to comply with this Agreement, and Customer agrees that Customer is responsible for Users' use of any Services, unless expressly provided to the contrary in applicable Service Publications.

3.4 **Internet Services.** If a Service is provided over or accesses the Internet, Customer, Customer's Affiliates, and Users must comply with the AUP.

3.5 **Resale of Services.** Customer may not resell the Services to third parties without AT&T's written consent. Where permitted under applicable law, Customer may resell the Services to Customer's Affiliates without AT&T's consent.

4. PRICING AND BILLING

4.1 **Pricing and Pricing Schedule Term; Terms Applicable After End of Pricing Schedule Term.** Unless a Pricing Schedule states otherwise, the prices listed in a Pricing Schedule are stabilized until the end of the Pricing Schedule Term. No promotion, credit or waiver set forth in a Service Publication will apply unless the Pricing Schedule states otherwise. At the end of a Pricing Schedule Term, Customer will have the option to either: (a) cease using the Service (which will require Customer to take all steps required by AT&T to terminate the Service); or (b) continue using the Service under a month-to-month service arrangement. Unless a Pricing Schedule states otherwise, during any month-to-month service arrangement, the prices, terms and conditions in effect on the last day of the Pricing Schedule Term will continue until changed by AT&T on 30 days' prior notice to Customer. To the extent Customer may order additional Services pursuant to this Agreement and/or a Pricing Schedule, such Services will carry their own service terms and the applicable provisions of this Agreement including Pricing Schedule shall survive for such Services.

4.2 **Additional Charges and Taxes.** Prices set forth in a Pricing Schedule are exclusive of, and Customer will pay, all current and future taxes (excluding those on AT&T's net income), surcharges, recovery fees, custom clearances, duties, levies, shipping charges, and other similar charges (and any associated interest and penalties resulting from Customer's failure to timely pay such taxes or similar charges) relating to the sale, transfer of ownership, installation, license, use or provision of the Services, except to the extent Customer provides satisfactory proof of a valid tax exemption prior to the delivery of Services. To the extent Customer is required by law to withhold or deduct any applicable taxes from payments due to AT&T, Customer will use reasonable commercial efforts to minimize any such taxes to the extent allowed by law or treaty, and Customer will furnish AT&T with such evidence as may be required by relevant taxing authorities to establish that such tax has been paid so that AT&T may claim any applicable credit.

4.3 **Billing.** Unless a Pricing Schedule specifies otherwise, Customer's obligation to pay for all Services will begin upon installation and availability of the Services to Customer. AT&T will invoice Customer for the Services on a monthly basis, or otherwise as specified in the Pricing Schedule. Customer will pay AT&T without deduction (except for withholding taxes as provided in Section 4.2 – Additional Charges and Taxes) or setoff (except as provided in Section 4.5 – Delayed Billing; Disputed Charges).

4.4 **Payments.** Payment is due within 45 days after the date of the invoice and must refer to the invoice number. Charges must be paid in the currency specified in the invoice. Restrictive endorsements or other statements on checks are void. Customer will reimburse AT&T for all costs associated with collecting delinquent or dishonored payments, including reasonable attorney's fees. AT&T may charge late payment fees (a) for Services contained in a Tariff or Guidebook, at the rate specified therein, or (b) for all other Services, at the lower of 1.5% per month (18% per annum) or the maximum rate allowed by law for overdue payments.

4.5 **Delayed Billing; Disputed Charges.** Customer will not be required to pay charges for Services invoiced more than 6 months after close of the billing month in which the charges were incurred, except for automated or live operator assisted calls of any type. If Customer disputes a charge, Customer will provide notice to AT&T specifically identifying the charges and the reason it is disputed within 6 months after the date of the affected invoice or Customer waives the right to dispute the charge (except to the extent applicable law or regulation otherwise requires). Disputed charges may be withheld, but if not paid when due, Customer will incur late payment fees in accordance with Section 4.4 (Payments); however, to the extent AT&T determines the charges Customer disputed and withheld were invoiced in error, late payment fees for such charges will be reversed.

4.6 **MARC.** Minimum Annual Revenue Commitment ("MARC") means an annual revenue commitment of MARC-Eligible Charges set forth in a Pricing Schedule that Customer agrees to satisfy during each 12 consecutive month period of the Pricing Schedule Term. At the end of each such 12 month period, if Customer has failed to satisfy the MARC for the preceding 12 month period, Customer will be invoiced a shortfall charge in an amount equal to the difference between the MARC and the total of the applicable MARC-Eligible Charges incurred during the 12 month period, and payment will be due in accordance with Section 4.4 (Payments).

4.7 **Adjustments to MARC.**

- (a) In the event of a business downturn beyond Customer's control, or a corporate divestiture, merger, acquisition or significant restructuring or reorganization of Customer's business, or network optimization using other Services, or reduction of AT&T's prices, or force majeure events, any of which significantly impairs Customer's ability to meet Customer's MARC, AT&T will offer to adjust the affected MARC to reflect Customer's reduced usage of Services (with a corresponding adjustment to the prices or discount available at the reduced MARC level). If the parties reach mutual agreement on a revised MARC, AT&T and Customer will amend the affected Pricing Schedule prospectively. This Section 4.7 will not apply to a change resulting from Customer's decision to use service providers other than AT&T. Customer will provide AT&T written notice and evidence of the conditions Customer believes will require the application of this provision. This provision does not constitute a waiver of any charges, including monthly recurring charges and shortfall charges Customer incurs prior to amendment of the affected Pricing Schedule.
- (b) If Customer, through merger, consolidation, acquisition or otherwise, acquires a new business or operation, Customer and AT&T may mutually agree to include the new business or operation under this Agreement. Such agreement will specify the impact, if any, of such addition on Customer's MARC or other volume or growth discounts, and Customer's attainment thereof.

5. **CONFIDENTIAL INFORMATION**

5.1 **Confidential Information.** Confidential Information means: (a) information the parties share with each other in connection with this Agreement or in anticipation of providing Services under this Agreement, but only to the extent identified as Confidential Information in writing or by its nature warrants confidential treatment including CPNI and any personally identifiable information and (b) except as may be required by applicable law or regulation, the terms of this Agreement and any pricing or other proposals.

5.2 **Obligations.** Each party's Confidential Information will, for a period of 5 years following its disclosure to the other party (except in the case of software and CPNI, which is indefinite): (a) be held in confidence; (b) be used and transmitted between countries only for purposes of using the Services or performing this Agreement (including in the case of AT&T, the ability to utilize Customer's Confidential Information in order to detect fraud, check quality, and to operate, maintain and repair the Services); and (c) not be disclosed, except to the receiving party's employees, agents and contractors having a need-to-know (but only if such agents and contractors are not direct competitors of the other party and agree in writing to use and disclosure restrictions as restrictive as this Section 5), or to the extent authorized to be revealed by law, governmental authority or legal process (but only if such disclosure is limited to that which is so authorized and prompt notice is provided to the disclosing party to the extent practicable and not prohibited by law, governmental authority or legal process). After this Agreement terminates and Services are no longer provided pursuant to a Pricing Schedule attached hereto, AT&T will hold the information in confidence for a period of 3 years pursuant to AT&T's Privacy Policy which may be found at www.att.com/privacypolicy. After such period, AT&T will either destroy or return such information to Customer.

5.3 **Exceptions.** The restrictions in this Section will not apply to any information that: (a) is independently developed by the receiving party; (b) is lawfully received by the receiving party free of any obligation to keep it confidential; or (c) becomes generally available to the public other than by breach of this Agreement.

5.4 **Privacy Laws.** Each party is responsible for complying with the privacy laws applicable to its business. If Customer does not want AT&T personnel to comprehend Customer data to which they may have access in performing Services, Customer should encrypt such data so that it will be unintelligible. Until directed otherwise by Customer in writing, if AT&T designates a dedicated account representative as Customer's primary contact with AT&T, Customer authorizes that representative to discuss and disclose Customer's customer proprietary network information (CPNI) to any employee or agent of Customer without a need for further authentication or authorization.

6. **DISCLAIMERS AND LIMITATIONS OF LIABILITY**

6.1 **Disclaimer of Warranties.** AT&T MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, AND SPECIFICALLY DISCLAIMS ANY REPRESENTATION OR WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, OR ANY WARRANTY ARISING BY USAGE OF TRADE OR COURSE OF DEALING. FURTHER, AT&T MAKES NO REPRESENTATION OR WARRANTY THAT TELEPHONE CALLS OR OTHER TRANSMISSIONS WILL BE ROUTED OR COMPLETED WITHOUT ERROR OR INTERRUPTION (INCLUDING CALLS TO 911 OR ANY SIMILAR EMERGENCY RESPONSE NUMBER), OR GUARANTEE REGARDING NETWORK

SECURITY, THE ENCRYPTION EMPLOYED BY ANY SERVICE, THE INTEGRITY OF ANY DATA THAT IS SENT, BACKED UP, STORED OR SUBJECT TO LOAD BALANCING, OR THAT AT&T'S SECURITY PROCEDURES WILL PREVENT THE LOSS OR ALTERATION OF, OR IMPROPER ACCESS TO, CUSTOMER'S DATA AND CONFIDENTIAL INFORMATION.

6.2 Limitation of Liability.

- (a) AT&T'S ENTIRE LIABILITY, AND CUSTOMER'S EXCLUSIVE REMEDY, FOR DAMAGES ARISING OUT OF MISTAKES, OMISSIONS, INTERRUPTIONS, DELAYS, ERRORS OR DEFECTS IN THE SERVICES, EXCEPT TO THE EXTENT CAUSED BY CUSTOMER'S NEGLIGENCE, SHALL IN NO EVENT EXCEED THE APPLICABLE CREDITS SPECIFIED IN A SERVICE PUBLICATION OR PRICING SCHEDULE, OR IF NO CREDITS ARE SPECIFIED, AN AMOUNT EQUIVALENT TO THE PROPORTIONATE CHARGE TO CUSTOMER FOR THE PERIOD OF SERVICE DURING WHICH SUCH MISTAKE, OMISSION, INTERRUPTION, DELAY, ERROR OR DEFECT IN THE SERVICES OCCURS AND CONTINUES. IN NO EVENT SHALL ANY OTHER LIABILITY ATTACH TO AT&T.
- (b) SECTION 6.2(a) WILL NOT APPLY TO:
 - (i) BODILY INJURY, DEATH, OR DAMAGE TO REAL OR TANGIBLE PROPERTY DIRECTLY CAUSED BY AT&T'S NEGLIGENCE;
 - (ii) BREACH OF SECTION 5 (Confidential Information), SECTION 10.1 (Publicity), OR SECTION 10.2 (Trademarks);
 - (iii) SETTLEMENT, DEFENSE OR PAYMENT OBLIGATIONS UNDER SECTION 7 (Third Party Claims); OR
 - (iv) DAMAGES ARISING FROM AT&T'S GROSS NEGLIGENCE.
- (c) 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.

6.3 **Disclaimer of Liability.** AT&T WILL NOT BE LIABLE FOR ANY DAMAGES, EXCEPT TO THE EXTENT CAUSED BY AT&T'S GROSS NEGLIGENCE ARISING OUT OF OR RELATING TO: INTEROPERABILITY, ACCESS OR INTERCONNECTION OF THE SERVICES WITH APPLICATIONS, EQUIPMENT, SERVICES, CONTENT, OR NETWORKS PROVIDED BY CUSTOMER OR THIRD PARTIES; SERVICE DEFECTS, SERVICE LEVELS, DELAYS, OR INTERRUPTIONS (EXCEPT FOR LIABILITY FOR SUCH EXPLICITLY SET FORTH IN THIS AGREEMENT); ANY INTERRUPTION OR ERROR IN ROUTING OR COMPLETING CALLS OR OTHER TRANSMISSIONS (INCLUDING 911 CALLS OR ANY SIMILAR EMERGENCY RESPONSE NUMBER); LOST OR ALTERED MESSAGES OR TRANSMISSIONS; OR UNAUTHORIZED ACCESS TO OR THEFT, ALTERATION, LOSS, OR DESTRUCTION OF CUSTOMER'S, ITS AFFILIATE'S, USERS', OR THIRD PARTIES' APPLICATIONS, CONTENT, DATA, PROGRAMS, CONFIDENTIAL INFORMATION, NETWORK, OR SYSTEMS.

6.4 **Application and Survival.** The disclaimer of warranties and limitations of liability set forth in this Agreement will apply regardless of the form of action, whether in contract, equity, tort, strict liability or otherwise and whether damages were foreseeable, and will apply so as to limit the liability of each party and its Affiliates, and their respective employees, directors, subcontractors, and suppliers. The limitations of liability and disclaimers set out in this Section 6 will survive failure of any exclusive remedies provided in this Agreement.

6.5 **Customer's Limitation of Liability.** CUSTOMER'S ENTIRE LIABILITY HEREUNDER SHALL BE LIMITED TO PROVEN DIRECT DAMAGES NOT TO EXCEED AN AMOUNT EQUAL TO THE TOTAL NET CHARGES INCURRED (OR TO BE PAID) BY CUSTOMER UNDER AN APPLICABLE PRICING SCHEDULE FOR THE AFFECTED SERVICE DURING THE TERM OF THE PRICING SCHEDULE.

7. THIRD PARTY CLAIMS

7.1 **AT&T's Obligations.** AT&T agrees at its expense to defend or settle any third-party claim against Customer, its Affiliates, and its and their respective employees and directors, and to pay all compensatory Damages that a court may finally award against such parties to the extent the claim alleges that a Service provided to Customer under this Agreement infringes any patent, trademark, copyright, or trade secret, but not in circumstances where the claimed infringement arises out of or results from: (a) Customer's, its Affiliate's or a User's content; (b) modifications to the Service by Customer, its Affiliates or third parties, or combinations of the Service with any services or products not provided by AT&T (except to the extent that such modifications to and combinations of the Service are recommended and approved in writing by AT&T or are in accordance with AT&T's written instructions); (c) AT&T's adherence to Customer's or its Affiliate's written requirements; or (d) use of the Service in violation of this Agreement.

7.2 Intentionally Left Blank.

7.3 **Infringing Services.** Whenever AT&T is liable under Section 7.1, AT&T may at its option either procure the right for Customer to continue using, or may replace or modify, the alleged infringing Service so that the Service becomes non-infringing.

7.4 **Notice and Cooperation.** Customer will notify AT&T promptly upon learning of any claim for which defense or settlement may be sought, but failure to do so will have no effect except to the extent AT&T is prejudiced thereby. Customer will allow AT&T to control the defense and settlement of the claim and will reasonably cooperate with the defense; but AT&T as the defending party will use counsel reasonably experienced in the subject matter at issue, and will not settle a claim without the consent of the Customer, which consent will not be unreasonably withheld or delayed, except that no consent will be required where relief on the claim is limited to monetary damages that are paid by AT&T under this Section 7.

8. SUSPENSION AND TERMINATION

8.1 **Termination of Agreement.** This Agreement may be terminated immediately upon notice by either party if the other party becomes insolvent, ceases operations, is the subject of a bankruptcy petition, enters receivership or any state insolvency proceeding, or makes an assignment for the benefit of its creditors.

8.2 **Termination or Suspension of Services.** The following additional termination provisions apply:

- (a) **Fraud or Abuse.** AT&T may terminate or suspend an affected Service, and if the activity implicates the entire Agreement, terminate the entire Agreement, immediately by providing Customer with as much advance notice as is reasonably practicable under the circumstances if Customer: (i) commits a fraud upon AT&T; (ii) utilizes the Service to commit a fraud upon another party; (iii) unlawfully uses the Service; (iv) abuses or misuses AT&T's network or Service; or (v) interferes with another customer's use of AT&T's network or services.
- (b) **Material Breach.** If either party fails to perform or observe any material term or condition of this Agreement, including non-payment of charges (subject to Section 4.5 – Delayed Billing; Disputed Charges), and such failure continues unremedied for 30 days after receipt of notice, the non-breaching party may terminate the affected Service, and if the breach implicates the entire Agreement, terminate the entire Agreement. If Customer is in breach, AT&T may terminate the affected Service, and if the breach implicates the entire Agreement, terminate the entire Agreement.
- (c) **Materially Adverse Change.** If AT&T revises a Service Publication and the revision has a materially adverse impact on Customer, and AT&T does not effect revisions that remedy such materially adverse impact within 30 days after notice from Customer, then Customer may, as Customer's sole remedy, elect to terminate the affected Service Components on 30 days' notice to AT&T, given not later than 90 days after Customer first learns of the revision to the Service Publication. However, a revision to a Service Publication will not be considered materially adverse to Customer if it changes prices that are not fixed (stabilized) in a Pricing Schedule, if the price change was mandated by a governmental authority, or if the change affects a charge imposed under Section 4.2 (Additional Charges and Taxes).
- (d) **Internet Services.** If Customer fails to rectify a violation of the AUP within 5 days after receiving notice from AT&T (which notice must be sent to: NCC@cookcountygov.com or such other e-mail address designated by Customer), AT&T may suspend the applicable portion of the Service. AT&T has the right; however, to suspend or terminate the applicable portion of the Service immediately when: (i) AT&T's suspension or termination is in response to multiple or repeated AUP violations or complaints; (ii) AT&T is acting in response to a court order or governmental notice that certain conduct must be stopped; or (iii) AT&T reasonably determines: (a) that it may be exposed to sanctions, liability, prosecution, or other adverse consequences under applicable law if AT&T were to allow the violation to continue; (b) that such violation may cause harm to or interfere with the integrity or normal operations or security of AT&T's network or networks with which AT&T is interconnected or interfere with another customer's use of AT&T Services or the Internet; or (c) that such violation otherwise presents imminent risk of harm to AT&T or AT&T's customers or their respective employees.
- (e) **Infringing Services.** If neither of the options described in Section 7.3 (Infringing Services) are reasonably available, AT&T may terminate the affected Service without liability other than as stated in Section 7.1 (AT&T's Obligations).
- (f) **Hazardous Materials.** If AT&T encounters any Hazardous Materials at the Site where AT&T is to install, maintain or provide Services, AT&T may terminate the affected Service or Service Component, or suspend performance until Customer removes and remediates Hazardous Materials at Customer's expense in accordance with applicable law.

8.3 **Withdrawal of Services.** Notwithstanding that a Pricing Schedule may commit AT&T to provide a Service to Customer for a Pricing Schedule Term, and unless applicable law or regulation mandates otherwise, AT&T may discontinue

providing a Service upon 12 months' notice, or a Service Component upon 120 days' notice, but only where AT&T generally discontinues providing the Service or Service Component to similarly-situated customers.

8.4 Effect of Termination.

- (a) Termination by either party of a Service does not waive any other rights or remedies a party may have under this Agreement. Termination or suspension of a Service will not affect the rights and obligations of the parties regarding any other Service.
- (b) If a Service or Service Component is terminated, Customer will pay all amounts incurred prior to the effective date of termination. If Customer terminates a Service or Service Component prior to the date Customer's obligation to pay for Services begins as provided in Section 4.3 (Billing), Customer will reimburse AT&T for time and materials incurred prior to the effective date of termination (provided that such time and materials incurred were for the exclusive benefit of Customer and cannot be utilized or applied for the benefit of any other customer(s)), plus any reasonably documented third party charges resulting from the termination.

8.5 Termination Charges.

- (a) If Customer terminates this Agreement or an affected Service or Service Component pursuant to Sections 8.1 (Termination of Agreement), 8.2(b) (Material Breach), or 8.2(c) (Materially Adverse Change); AT&T terminates a Service pursuant to Section 8.2(e) (Infringing Services), or AT&T withdraws a Service pursuant to Section 8.3 (Withdrawal of Services), Customer will not be liable for the termination charges set forth in Section 8.5(b).
- (b) If Customer terminates a Service or Service Component other than as set forth in Section 8.5(a), or AT&T terminates an affected Service or Service Component pursuant to Sections 8.1 (Termination of Agreement), or 8.2(a) (Fraud or Abuse), 8.2(b) (Material Breach), 8.2(d) (Internet Services), or 8.2(f) (Hazardous Materials), Customer will pay applicable termination charges as follows: (i) if termination occurs before the end of the Minimum Payment Period, Customer will pay 50% (unless a different percentage is specified in the Pricing Schedule) of the monthly recurring charges for the terminated Service or Service Component multiplied by the months remaining in the Minimum Payment Period, plus any waived or unpaid non-recurring charges identified in the Pricing Schedule (including, but not limited to, any and all charges for failure to satisfy a Minimum Retention Period (MRP)), plus any charges incurred by AT&T from a third party (e.g., not an AT&T Affiliate) due to the termination, all of which will, if applicable, be applied to Customer's MARC-Eligible Charges; and (ii) if Customer terminates a Pricing Schedule that has a MARC, Customer will pay an amount equal to 50% of the unsatisfied MARC, after applying amounts received pursuant to (i), for the balance of the Pricing Schedule Term.
- (c) The charges set forth in Section 8.5(b)(i) will not apply if a terminated Service Component is replaced with an upgraded Service Component at the same Site, but only if (i) the Minimum Payment Period and associated charge for the replacement Service Component are equal to or greater than the Minimum Payment Period and associated charge for the terminated Service Component, and (ii) the upgrade is not restricted in the applicable Service Publication.

9. IMPORT/EXPORT CONTROL

The parties acknowledge that equipment, services, software, and technical information (including technical assistance and training) provided under this Agreement may be subject to import and export laws, conventions or regulations, and any use or transfer of the equipment, products, software, and technical information must be in compliance with all such laws, conventions and regulations. The parties will not use, distribute, transfer, or transmit the equipment, services, software, or technical information (even if incorporated into other products) except in compliance with such laws, conventions and regulations. Customer, not AT&T, is responsible for complying with such laws, conventions and regulations for all information, equipment and software Customer transmits between countries using the Services.

10. MISCELLANEOUS PROVISIONS

10.1 **Publicity.** Neither party may issue any public statements or announcements relating to the terms of this Agreement or the provision of Services without the prior written consent of the other party.

10.2 **Trademarks.** Each party agrees not to display or use, in advertising or otherwise, any of the other party's trade names, logos, trademarks, service marks, or other indicia of origin without the other party's prior written consent, which consent may be revoked at any time by notice.

10.3 **Force Majeure.** Except for payment of amounts due, neither party will be liable for any delay, failure in performance, loss or damage due to fire, explosion, cable cuts, power blackout, earthquake, flood, strike, embargo, labor disputes, acts of civil or military authority, war, terrorism, acts of God, acts of a public enemy, acts or omissions of carriers or suppliers, acts of regulatory or governmental agencies, or other causes beyond such party's reasonable control.

10.4 **Amendments and Waivers.** Any supplement to or modification or waiver of any provision of this Agreement must be in writing and signed by authorized representatives of both parties. A waiver by either party of any breach of this Agreement will not operate as a waiver of any other breach of this Agreement.

10.5 **Assignment and Subcontracting.**

- (a) This Agreement may not be assigned by either party without the prior written consent of the other party (which consent will not be unreasonably withheld or delayed). Customer may, without AT&T's consent, but upon notice to AT&T, assign in whole or relevant part, its rights and obligations under this Agreement to an Affiliate, but Customer will remain financially responsible for the performance of such obligations. AT&T may, without Customer's consent, assign in whole or relevant part, its rights and obligations under this Agreement to an Affiliate, or subcontract to an Affiliate work to be performed under this Agreement, but AT&T will in each such case remain financially responsible for the performance of such obligations. AT&T may, with Customer's consent, which will not be unreasonably withheld or delayed, subcontract to a third party work to be performed on Customer's premises under this Agreement, but AT&T will in each such case remain financially responsible for the performance of such obligations.
- (b) In countries where AT&T does not have an Affiliate to provide Service, AT&T may assign its rights and obligations related to a Service to a local service provider, but AT&T will remain responsible to Customer for such obligations. In certain countries, Customer may be required to contract directly with the local service provider.
- (c) Any assignment other than as permitted by this Section 10.5 is void.

10.6 **Severability.** If any portion of this Agreement is found to be invalid or unenforceable or if, notwithstanding Section 10.10 (Governing Law), applicable law mandates a different interpretation or result, the remaining provisions will remain in effect and the parties will negotiate in good faith to substitute for such invalid, illegal, or unenforceable provision a mutually acceptable provision consistent with the original intention of the parties.

10.7 **Injunctive Relief.** Nothing in this Agreement is intended, or should be construed, to limit a party's right to seek preliminary or permanent injunctive relief from a court of competent jurisdiction for a breach of any provision of this Agreement.

10.8 **Intentionally Left Blank.**

10.9 **Notices.** All notices required under this Agreement will be delivered in writing to the recipient's contact designated on the cover page of this Master Agreement, or to such other contact as designated in writing from time to time. Notices shall be by internationally recognized overnight courier, certified or registered mail, email, or facsimile and will be effective upon receipt or when delivery is refused, whichever occurs sooner.

10.10 **Governing Law and Venue.** This Agreement will be governed by the law of the State of Illinois, without regard to its conflict of law principles, unless a regulatory agency with jurisdiction over the applicable Service applies a different law. The United Nations Convention on Contracts for International Sale of Goods will not apply. Any action or proceeding arising out of this Master Agreement and/or any of its incorporated Pricing Schedules or other attachments shall be litigated only in the Circuit Court of Cook County, Illinois, or applicable federal court in Chicago, Illinois, with proper jurisdiction to hear such matters.

10.11 **Compliance with Laws.** Each party will comply with all applicable laws, regulations, and orders issued by courts or other governmental bodies of competent jurisdiction.

10.12 **No Third Party Beneficiaries.** This Agreement is for the benefit of Customer and AT&T, and does not provide any third party (including Users) the right to enforce or bring an action for any remedy, claim, liability, reimbursement, cause of action, or other right or privilege.

10.13 **Survival.** The respective obligations of Customer and AT&T that by their nature would continue beyond the termination or expiration of this Agreement, including without limitation, the obligations set forth in Section 5 (Confidential Information), Section 6 (Disclaimers and Limitations of Liability), and Section 7 (Third Party Claims), will survive termination or expiration.

10.14 **Agreement Language.** The authentic language of this Agreement is English. If there is a conflict between this Agreement and any translation, the English version will take precedence.

10.15 **Entire Agreement.** This Agreement constitutes the entire agreement between the parties with respect to the Services provided under this Agreement. Except as provided in Section 2.3 (Software), this Agreement supersedes all other agreements, proposals, representations, statements or understandings, whether written or oral, concerning the Services or the rights and obligations relating to the Services, and the parties disclaim any reliance thereon. This Agreement will not be modified or supplemented by any written or oral statements, proposals, representations, advertisements, service descriptions or purchase order forms not expressly set forth in this Agreement.

11. DEFINITIONS

The following terms have the meanings set forth below:

"Affiliate", with respect to AT&T, means any entity that controls, is controlled by, or is under common control with, AT&T. "Affiliate" with respect to Customer, means: (1) any department, division, agency, office, or office of any independently elected official and any administrative subdivision thereof of the County of Cook, a body politic and corporate of the State of Illinois; and (2) any other local unit of government within Cook County on whose behalf Customer may place orders for Services pursuant to the terms of this Master Agreement. Customer will be financially responsible for any orders placed by it or an Affiliate.

"Damages" means collectively all injury, damage, liability, loss, penalty, interest and expense incurred.

"Effective Date" means, for any Pricing Schedule, the date on which the last party signs the Pricing Schedule unless a later date is required by regulation or law.

"MARC-Eligible Charges" means, unless the applicable Pricing Schedule indicates otherwise, the recurring and usage charges, after deducting applicable discounts and credits (other than outage or SLA credits), that AT&T charges Customer for the Services identified in the applicable Pricing Schedule as MARC-contributing. The following are not MARC-Eligible Charges: (a) charges for or in connection with Customer's purchase of equipment; (b) taxes; and (c) charges imposed in connection with governmentally imposed costs or fees (such as USF, PICC, payphone service provider compensation, E911 and deaf relay charges).

"Minimum Payment Period" means, in respect to any Service, the minimum period for which Customer is required to pay recurring charges for the Service, as specified in the Pricing Schedules or Service Publication for that Service.

"Minimum Retention Period" means, in respect to any Service, the period of time for which Customer is required to maintain service to avoid the payment of certain credits, waived charges, or unpaid amortized charges, all as specified in the Pricing Schedule or Service Publication for that Service.

"Service Component" means an individual component of a Service provided under this Agreement.

"Site" means Customer's physical location, including Customer's collocation space on AT&T's, its Affiliate's, or subcontractor's property, where AT&T installs or provides a Service.



AT&T MA Reference No.

136115UA

20100129 -0170

AT&T Voice/Data Service
Service Order Attachment

Customer	AT&T	AT&T Sales Contact <input checked="" type="checkbox"/> Primary Contact
Cook County Government Street Address: 2323 S. Rockwell Street City: Chicago State/Province: Illinois Zip Code: 60608 Country: USA	AT&T Corp.	Name: Keneese McNamer Street Address: 225 W. Randolph Street, 23C City: Chicago State/Province: Illinois Zip Code: 60606 Country: USA Telephone: 312-364-2982 Fax: Email: km1312@att.com Sales Manager: Dominic Savone SCVP Name: Terri Diggs Sales Strata: Sales Region:
Customer Contact (for notices)	AT&T Contact (for notices)	AT&T Solution Provider or Representative Information (if applicable) <input type="checkbox"/>
Name: Title: Street Address: City: State/Province: Zip Code: Country: Telephone: Fax: Email:	Street Address: City: State/Province: Zip Code: Country: With a copy to: AT&T Corp. One AT&T Way Bedminster, NJ 07921-0752 ATTN: Master Agreement Support Team Email: mast@att.com	Name: Company Name: Street Address: City: State/Province: Zip Code: Country: Telephone: Fax: Email: Agent Code:

This Service Order Attachment (and its schedules) is part of the Agreement between AT&T and Customer referenced above.

In the event of a conflict among terms, the order of descending priority shall be this Service Order Attachment, the Agreement's general terms and conditions, and the AT&T Service Guide.

Customer hereby places an order for:

<input type="checkbox"/> New Attachment	<input checked="" type="checkbox"/> Amendment to Attachment No. 18412, which amends and restates the Service Order Attachment and provides that any Addendum to the SOA that is not attached to this Amendment is not amended hereby and remains in effect.
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Customer (by its authorized representative)	AT&T (by its authorized representative)
By:	By: <i>Amy Anderson</i>
Name:	Name: AMY ANDERSON CONTRACT SPECIALIST - CUSTOMER CONTRACTS
Title:	Title:
Date:	Date: <i>2/4/10</i>

If this attachment is not executed by the customer by 11/28/2009 (for 12/19/09 RED) AT&T reserves the rights to withdraw this attachment.

[contract expired 7/18/08]

Master Agreement No.112263
Attachment No. 18412

Original Attachment Effective Date: June 10, 2002
Reinstated Attachment Effective Date: _____

AT&T Service Order Attachment-Voice/Data Services

1. SERVICES/OFFERS PROVIDED

AT&T will provide the following Services/Offers to the Customer under this Attachment pursuant to AT&T Business Service Guide located at <http://www.att.com/serviceguide/business>, (the "Service Guide") as amended from time to time. The Rates, Discounts and other provisions stated in this Attachment are in lieu of the comparable provision stated in the Service Guide.

- AT&T SDN OneNet Services
- AT&T Toll Free Services
- AT&T ACCUNET T1.5 Services
- AT&T ACCUNET T45 Services
- AT&T Terrestrial 1.544 Mbps Local Channel Services
- AT&T Terrestrial 45 Mbps Local Channel Services

2. ATTACHMENT TERM, RENEWAL OPTIONS

The Customer agrees to a term of 9 years, excluding the expired interval of seventeen months, but includes a Reinstated Attachment Term ("RAT") of 3 years. The Reinstated Effective Date of this Attachment (REDA) is upon signature by both parties and is used to determine the Applicable Rate Effective Date. The Rates and Discounts commence beginning on the Rate Effective Date as shown below. The Term begins on the Rate Effective Date. This Attachment may be renewed in its entirety for two additional one-year period(s) at the rates, terms and conditions then in effect under this Attachment, provided AT&T receives in writing, the Customer's order to renew at least 45 days prior to the last day of the initial term.

For the following AT&T Services/Offers Provided under this Attachment	If the REDA is:	Then rates and discounts for these services can commence on:
SDN OneNet Services and Toll Free Services	On or before the 28th of the month	The first day of the first full billing month following the REDA, or later ("Rate Effective Date")
SDN OneNet Services and Toll Free Services	After the 28th of the month	The first day of the second full billing month following the REDA, or later ("Rate Effective Date")

3. MINIMUM COMMITMENTS/CHARGES

The Customer agrees to satisfy the following Voice Minimum Annual Revenue Commitment (VMARC):

	YEAR 1	YEAR 2	YEAR 3
VMARC	\$500,000	\$500,000	\$500,000
	YEAR 4	YEAR 5	YEAR 6
VMARC	\$500,000	\$500,000	\$500,000

If this attachment is not executed by the customer by 11/28/2009 (for 12/19/09 RED) AT&T reserves the rights to withdraw this attachment.

[contract expired 7/18/08]

Master Agreement No.112263

Attachment No. 18412

Original Attachment Effective Date: June 10, 2002

Reinstated Attachment Effective Date: _____

AT&T Service Order Attachment-Voice/Data Services

The Customer also agrees to the following VMARC during the RAT:

	YEAR 1 OF RAT	YEAR 2 OF RAT	YEAR 3 OF RAT
VMARC	\$240,000	\$240,000	\$240,000

The VMARC will be satisfied by the Gross Monthly Usage Charges (GMUCs) for AT&T SDN OneNet Discount Plan.

If, on any anniversary of the Attachment Term and/or RAT start date, the Customer has failed to satisfy their portion of the combined VMARC for the preceding 12 month period, the member will be billed a shortfall charge in an amount equal to the difference between their portion of the combined VMARC and the total of the actual GMUCs incurred during the 12 month period.

4. ATTACHMENT PRICE

Regardless of any stabilization of rates that may appear in this Attachment for the Services/Offered Provided, AT&T reserves the right to increase charges as a result of expenses incurred by AT&T relating to regulatory assessments stemming from an order, rule or regulation of the Federal Communications Commission or other regulatory authority or court having competent jurisdiction (including but not limited to payphone, PICC and USF related expenses).

5. DISCOUNTS

All discounts are applied in the same manner as specified in the applicable sections of the Service Guide, and no other discounts will apply.

AT&T SDN OneNet Services/AT&T Toll Free Services - The Customer will receive the following discounts on the OneNet Discount Option Plan qualified usage charges:

<u>Usage Charges</u>	<u>Discount</u>
Domestic SDN OneNet, Domestic and International Toll Free Services Usage	55%

AT&T Terrestrial 1.544 Mbps Local Channel Services - The Customer will receive a 25% discount on the AT&T Terrestrial 1.544 Mbps Local Channels provided under this Attachment and connected to the Voice Services Provided under this Attachment.

If this attachment is not executed by the customer by 11/28/2009 (for 12/19/09 RED) AT&T reserves the rights to withdraw this attachment.

[contract expired 7/18/08]

Master Agreement No.112263

Attachment No. 18412

Original Attachment Effective Date: June 10, 2002

Reinstated Attachment Effective Date: _____

AT&T Service Order Attachment-Voice/Data Services

6. CLASSIFICATIONS, PRACTICES AND REGULATIONS

6.1 PROMOTIONS

The Customer is ineligible for any promotions, credits or waivers in the Service Guide, except that the Customer is eligible for Waiver Package Options A, B, and C, as specified in the Service Guide.

6.2 CREDITS

AT&T will apply a credit equal to:

6.2.1 Any discontinuance liability charges incurred as a result of discontinuing an AT&T Term Plan to subscribe to this Attachment. However, if the Customer discontinues this Attachment prior to the end of the Customer-selected Term, the Customer will be billed an amount equal to such credit, if any, received.

6.3 WAIVERS

AT&T will waive the following charges, provided such components remain installed for a minimum retention period of 12 months or unless otherwise indicated below, equal to:

6.3.1 The Installation Charges for AT&T Terrestrial 45 Mbps Local Channels and associated ACCUNET T45 Access Connections, M-28 Multiplexing Office Functions and Access Coordination Functions.

6.3.2 The recurring Monthly Charges for the following new and existing DSVPP-eligible service components:

- (1) ACCUNET T45 Access Connections;
- (2) ACCUNET T45 M-28 Multiplexing Office Functions; and
- (3) Access Coordination Functions associated with AT&T Terrestrial 45 Mbps Local Channels provided under this Attachment.

There is no minimum retention period associated with this waiver.

6.3.3 50% of the Monthly Recurring Charge for Primary Rate Interface Office Functions, in lieu of the waiver specified in Waiver Package B.

6.4 DISCONTINUANCE

The Customer may discontinue this Attachment under one of the following provisions without incurring any termination charges. However, the member shall remain liable for shortfall charges (if any) incurred prior to the effective date of discontinuance, and any other charges and liabilities:

- (1) In the event of a breach of any material term or condition of this Attachment or the underlying applicable sections of the Service Guide by AT&T where such failure continues unremedied for thirty (30) days after receipt of written notice by AT&T.
- (2) At any time during the Attachment Term due to lack of appropriation of funds for this service;

- (3) Prior to the end of the Attachment Term, provided the Customer: (1) is current in payment to AT&T for its existing telecommunication services; and (2) replaces this Attachment with other domestic and/or international telecommunications Services (excluding Wireless or Broadband Service) provided by AT&T having: (i) an equal or greater new Minimum Annual Revenue Commitment (MARC), and (ii) a new term equal to or greater than the remaining term of this Attachment. If the Customer is terminating more than one Attachment per this provision, the new MARC must be equal to or greater than the sum of all the MARCs in the Attachments that are being discontinued. However, the Customer will be billed a Shortfall Charge equal to: the difference between (1) the prorated VMARC for the year in which the Customer discontinues and (2) the total of the actual VMARC-eligible charges incurred for that year. This Shortfall Charge will only be billed if the amount in (2) is less than the amount in (1).

If the Customer discontinues this Attachment without cause other than as stated in the preceding paragraph, or if AT&T terminates as contractually permitted for cause (e.g., due to Customer's uncured material breach), prior to the expiration of the Attachment Term, a Termination Charge will apply. The Termination Charge will be an amount equal to 35% of their unsatisfied portion of the combined VMARC for the year in which the Customer discontinues this Attachment and 35% of their portion of the combined VMARC for each year remaining in the Attachment Term. This Termination Charge is in addition to any Termination Charge for service components disconnected prior to the end of the minimum retention period, if applicable. In addition, the Customer shall remain liable for shortfall charges (if any) incurred prior to the effective date of discontinuance, and any other charges and liabilities.

6.5 AVAILABILITY

This Attachment is available only to Customers who:

- (1) order this Attachment only once, either by the Customer or any Affiliate of the Customer, which is any entity that controls, is controlled by or is under common control with the Customer; and
- (2) are State Government entities; and
- (3) have received an offer for substantially similar services from another provider at an equal or lower price in which the nonrecurring installation charges have been waived;
- (4) order this Attachment within 30 days after the effective date of this Attachment for initial installation of the Services/Offers Provided under this Attachment within 30 days after the date ordered.

If this attachment is not executed by the customer by 11/28/2009 (for 12/19/09 RED) AT&T reserves the rights to withdraw this attachment.

[contract expired 7/18/08]

Master Agreement No.112263

Attachment No. 18412

Original Attachment Effective Date: June 10, 2002

Reinstated Attachment Effective Date: _____

AT&T Service Order Attachment-Voice/Data Services

7. RATES

The following rates apply in lieu of the corresponding rates set forth in the Service Guide.

SDN OneNet Rate Schedules

- The rates listed below apply for all Mileages & Bands and for all rate periods
- Are billed in Initial Period of 18 Seconds or Fraction thereof and Additional Period of 6 Seconds or Fraction thereof.
- Are stabilized for the Attachment Term.

<u>Rates Schedules</u>	<u>Initial Per Minute</u>
A, A-PV	\$0.100
B(a), B-PV(a)	\$0.064
C(a), C-PV	\$0.056

AT&T Terrestrial 1.544 Mbps Local Channel Services - Local Channels furnished between the Customer's Premises and the AT&T Central Office

- Are stabilized for the Attachment Term.
- For AT&T Terrestrial 1.544 Mbps Local Channels provided under this Attachment.

Local Channel Mileage	AT&T 1.544-Mbps Terrestrial Local Channel Fixed Monthly Charge	AT&T 1.544 Mbps Terrestrial Local Channel Per Mile Charge
0-5	\$300.00	\$0.00
6-20	\$413.00	\$0.00
21-50	\$590.00	\$0.00
51+	\$480.00	\$8.00



AT&T ILEC Network Services Discount Provided Pursuant to Tariff, Guidebook, Catalog or AT&T Retail Service Guide – Pricing Schedule

Pricing Schedule to AT&T Agreement Reference No. _____

Customer ("Customer")	AT&T ("AT&T")
Cook County Government 2323 Rockwell Chicago IL 60608 USA	For purposes of this Pricing Schedule, AT&T means the Service Provider specifically identified herein.
Customer Contact (for notices)	AT&T Sales Contact Information and for Contract Notices <input checked="" type="checkbox"/> Primary Sales Contact
Name: Title: Telephone: Fax: E-mail: Address for notices, if different from above: Street Address City State Zip Code USA	Account Rep Name: Keneese McNamer Title: Account Manager Telephone: 312-364-2982 Fax: Email: km1312@att.com Street Address: 225 West Randolph 23C City: Chicago State: IL Zip Code: 60606 <u>With a copy to:</u> AT&T Corp. One AT&T Way, Bedminster, NJ 07921-0752 Attn: Master Agreement Support Team E-mail: mast@att.com
AT&T Authorized Agent or Representative Information (if applicable) <input type="checkbox"/> Primary Sales Contact	
Name: Company Name: Agent Street Address: City: State: Zip Code: Telephone: Fax: Email: Agent Code	

This AT&T ILEC Network Services Discount Pricing Schedule ("Pricing Schedule") is effective as of the date last signed below, ("Effective Date") and is an attachment to the Agreement between AT&T and Customer, and is part of such Agreement. Any Attachment(s) to this Pricing Schedule are a part of this Pricing Schedule and are incorporated by reference herein

Customer agrees to purchase the Service in the quantities and according to the prices and terms and conditions set forth in this Pricing Schedule, the Agreement, and the applicable Tariffs and/or Guidebooks. The Parties acknowledge and agree that this Pricing Schedule represents individual case pricing that is offered to Customer because of the unique or specialized conditions of the AT&T business services purchased by Customer, and, where required, that this Pricing Schedule will be filed with the state public utilities commission with competent jurisdiction. Service is provided by the AT&T Incumbent Local Exchange Carrier (ILEC) Affiliate identified below as the Service Provider. To the extent this Pricing Schedule relates to Services provided in Texas, Customer acknowledges the possibility of purchasing the Services provided hereunder from other providers.

Customer (by its authorized representative)	AT&T (by its authorized representative)
By: Printed or Typed Name:	By: Printed or Typed Name: GABRIELA RATULOWSKI
Title:	Title: LEAD - CUSTOMER CONTRACTS
Date:	Date:



AT&T Affiliate: Illinois Bell Telephone Company d/b/a AT&T Illinois

Attachments:

- Attachment A – Eligible Services
- Attachment B – Customer Affiliates
- Attachment C – Site Directory

1. SCOPE OF PRICING SCHEDULE

This is a network services volume discount plan Pricing Schedule that sets forth the terms and conditions for the plan. Customer must separately purchase the “Eligible Services” and the “Contributory Services” (as hereinafter defined later) through Tariff, Catalog, Guidebook, Business Service Agreement or other standard ordering requirement of the AT&T Affiliate providing the Eligible or Contributory Service. **No services or products are subscribed to or provisioned under this Pricing Schedule, except in California.**

2. TERM

The Commencement date shall be no later than 30 days after the last signature on this Pricing Schedule or the date this Pricing Schedule is approved by a regulatory agency with competent jurisdiction, whichever is later (“Commencement Date”), and shall continue for **thirty-six (36) months** (“Term”). Discounts under this Pricing Schedule will appear on Customer’s first bill rendered after the Commencement Date. The right to any discounts under this Pricing Schedule is terminated as of the expiration date of the Term. Unless expressly provided to the contrary elsewhere in the Agreement, this Pricing Schedule is not subject to an automatic extension or renewal of the Term.

3. DEFINITIONS

For purposes of this Pricing Schedule, the following definitions apply. In addition, any terms previously defined in the Agreement shall have the same meaning in this Pricing Schedule unless otherwise defined below.

- A. **“Affiliate”** means an entity owning, owned by or under common control of the Party, in each case to an ownership extent of fifty percent (50%) or more. Notwithstanding the preceding sentence, Customer Affiliates that the Parties agree are a part of this Pricing Schedule are set forth in Attachment B, incorporated by reference herein, and only the Customer Affiliates identified in Attachment B shall be considered in the calculations of Contributory Services, and shall be eligible to receive any benefits under this Pricing Schedule. The parties acknowledge that the terms and conditions of this Pricing Schedule, including, but not limited to, price terms, are based upon the Customer Affiliates identified in Attachment B, and any modifications to the list (i.e., additions, deletions, legal name change of an affiliate) requires a request in writing to AT&T from Customer describing the requested modification. The modification of the list is effective upon the date AT&T acknowledges in writing by AT&T that the list of Customer Affiliates under this Pricing Schedule has been modified as requested. Parties further acknowledge and agree that a modification to Attachment B may require an adjustment to the commitment levels agreed to herein, and AT&T shall solely determine if such an adjustment is necessary.
- B. **“Annual Local Usage Commitment”** means Customer’s annual billing commitments for AT&T local usage. For purposes of satisfaction of the Annual Local Usage Commitment, the Annual Local Usage Commitment shall be calculated after the application of any Contracted Rates, but before the application of any Service Level Discounts or Total Volume Discounts..
- C. **“Annual Toll Usage Commitment”** means the Customer’s annual billing commitment for AT&T toll usage. For purposes of satisfaction of the Annual Toll Usage Commitment, the Annual Toll Usage Commitment shall be calculated after the application of any Contracted Rates, but before the application of any Service Level Discounts or Total Volume Discounts.
- D. **“AT&T Incumbent Local Telephone Company Affiliates” (“ILEC”)** means Illinois Bell Telephone Company, Indiana Bell Telephone Company, Incorporated, Michigan Bell Telephone Company, The Ohio Bell Telephone Company, Wisconsin Bell, Inc., Pacific Bell Telephone Company d/b/a AT&T California, Nevada Bell Telephone Company, Southwestern Bell Telephone Company, The Southern New England Telephone Company, and BellSouth Telecommunications, Inc.



- E. **"Billed Rate" or "Contracted Rate"** means the charge to Customer for a particular service prior to the application of any Service Level Discount or Total Volume Discount. Contracted Rates are listed in this Pricing Schedule next to the Service to which the Contracted Rate applies.
- F. **"Contributory Service(s)"** means regulated network services which are provided by an AT&T ILEC pursuant to Tariff, Catalog, Guidebook, or Business Service Agreement. In the event an AT&T ILEC adds a new network service to its Tariff, Catalog, or Guidebook, the new service shall be considered a Contributory Service for purposes of this Pricing Schedule as of the date the new service is available to the retail market. The Parties agree and acknowledge that the actual Contributory Services under this Pricing Schedule is determined by Customer's subscriptions at any point in time during the Term to such services. Upon Customer's written request, AT&T will provide Customer a list of the Contributory Services under this Pricing Schedule as of the date of the written request, and Customer agrees such access to the specific list of Contributory Services is reasonable. For purposes of this Pricing Schedule, an ILEC network service is considered a Contributory Services **only** when the network service is purchased for and used by Customer or its Affiliates for its administrative or internal use. Network services that are resold in any form or manner are not considered Contributory Services or Eligible Services under this Pricing Schedule. Taxes, surcharges or fees which are assessed against any Contributory Service are not contributory toward Customer's satisfaction of its MARC or any Sub-Commitment under this Pricing Schedule. Examples of surcharges and fees include, but are not limited to, LNP, USF or UCC, Federal Subscriber Line Charges, or fees or surcharges related to public safety such as 911.
- G. **"Eligible Services"** means the Services under this Pricing Schedule which are eligible for Service Discounts, or Total Volume Discounts as specified under Attachments A1-A22, which are incorporated by reference herein, as modified from time-to-time upon the Party's agreement. The application of any discount under this Pricing Schedule is subject to approval by any state public utilities commission or other agency with competent jurisdiction.
- H. **"Minimum Annual Revenue Commitment ("MARC") and/or Sub-Commitment(s)"** means Customer's minimum annual billing commitment for Contributory Services (as defined hereinafter) during each 12 consecutive month period of the Term. For purposes of satisfaction of the MARC, the billings for Contributory Services shall be calculated after the application of any Contracted Rates (as hereinafter defined), but before the application of any Service Level Discounts or Total Volume Discounts (as hereinafter defined).
- I. **"Resale"** means rebranding of the Service by Customer to sell/provide to an end user for their use, which may or not include charging the end user a different rate than AT&T charges Customer for the Service.
- J. **"Service Level Discount"** means a Service-specific discount that Customer receives under this Pricing Schedule stated as a percentage off of the Billed Rate for the Service. Service Level Discounts are listed on Attachments A1-A22.
- K. **"Sub-Commitment(s)"** means the Annual Local Usage Commitment and/or the Annual Toll Usage Commitment as each is defined above.
- L. **"Total Volume Discount"** means a discount that is given to a group of Services identified on a state-specific Attachment to this Pricing Schedule. The Total Volume Discount is applied to the Billed Rate or Contracted Rate, and when applicable after any Service Level Discount has been applied.

4. DISCOUNT PROGRAM

- A. **Discounts and Rewards.** Attachments A1-A22, incorporated by reference herein as modified from time-to-time upon agreement of the parties, set forth the state-specific price terms and discounts, and identifies Eligible Services for that state. Customer agrees to the terms and conditions set forth under these Attachments, and hereby acknowledges and agrees that the discounts and rewards described in these Attachments are provided and based solely on Customer's the MARC commitment and Sub-Commitments under this Pricing Schedule .
- B. **Contributory Services.** Customer shall specify the AT&T account numbers under which the Contributory Services are currently or will be billed during the Term of this Pricing Schedule; the list identified by the Customer is set forth under Attachment C hereto, incorporated by reference herein. Customer hereby attests and warrants that the accounts set forth in Attachment C are accounts billed to Customer or its Affiliates. Upon request, AT&T may assist Customer in identifying the accounts, but the Parties hereby agree and acknowledge that the responsibility is solely Customer's for ensuring that all the accounts to be included under this Pricing Schedule or specified in



Attachment C. For purposes of this Pricing Schedule, only Contributory Services billed under the accounts specified under Attachment C will be considered in determining the satisfaction of the MARC.

- C. Customer Affiliates. Only the Customer Affiliates identified in Attachment B shall be eligible to receive any benefits under this Pricing Schedule. The relevant AT&T billings of the Customer Affiliates identified in Attachment B shall be considered in the calculations of Contributory Services. The parties acknowledge that the terms and conditions of this Pricing Schedule, including, but not limited to, discount level, are based, in part, upon the inclusions of those specific Customer Affiliates identified in Attachment B, and any modifications to the list (i.e., additions, deletions, legal name change of an Affiliate) requires a request in writing to AT&T from Customer describing the requested modification. Modification of the list of Customer Affiliates will be effective upon the date AT&T acknowledges in writing that the list of Customer Affiliates under this Pricing Schedule has been modified as requested. Parties further acknowledge and agree that a modification to Attachment B may require an adjustment to the commitment levels agreed to herein, and AT&T shall solely determine if such an adjustment is necessary.
- D. No Resale. Customer's discounts hereunder are based upon Customer's purchase of a minimum volume of Contributory Services for its and its Affiliates own internal or administrative use. Customer understands and agrees that Resale of any Service hereunder is strictly prohibited, and AT&T may deem such a violation a material breach of this Pricing Schedule.
- E. Minimum Annual Revenue Commitment. Customer hereby agrees to the MARC specified in Attachment A for each 12 month period of the Term. In addition, Customer hereby elects an Annual Local Usage Sub-Commitment and Annual Toll Usage Sub-Commitment, and hereby agrees that to the Sub-Commitment levels specified in Attachment A for each year of the Term.
- F. Shortfall. In the event Customer's billings for Contributory Services as of the yearly anniversary date of the Commencement date are less than the MARC, Customer shall be liable for the difference between the MARC and the actual billings for Contributory Services ("Shortfall"). In addition, if Customer elected one or both Sub-Commitments under Attachment A and in the event Customer's actual billings for each category of Services covered under the Sub-Commitment(s) are less than the commitment set forth under Attachment A, Customer shall be liable for the difference between the sub-commitment and actual billings for those Services ("Shortfall"). Shortfall charges shall be billed in a lump sum and shall be due and payable within thirty (30) days after the AT&T invoice date. Shortfall billings shall be considered in the calculation of Customer's satisfaction of its MARC or any Sub-Commitment as applicable.
- G. Early Termination Liability. In the event Customer terminates this Pricing Schedule prior to the expiration date, Customer is liable for an Early Termination charge equal to thirty-five percent (35%) of the unsatisfied MARC, if any, remaining for the Term ("Early Termination Charge"). The Early Termination Charge shall be billed in a lump sum to Customer's billing statement or final bill for its Main AT&T Billing Telephone Number, as specified elsewhere in this Pricing Schedule. In the event Customer is liable for early termination charges for any Contributory or Eligible Service under Customer's terms of purchase for that Service, and provided those early termination charges are billed to a Billing Telephone Number under this Pricing Schedule, the charges will be considered Contributory Service billings for purpose of MARC satisfaction, and, consequently, will be considered as actual billings in the calculation of the Early Termination Charge described in this section.
- H. Early Termination Charge Waiver. The Early Termination Charge shall be waived if during the Term of this Pricing Schedule Customer terminates this Pricing Schedule concurrent with the Customer entering into a new pricing schedule or a new agreement for a local network service discount plan or local usage discount plan, provided i) the AT&T local service company providing service under this Pricing Schedule solely determines that the services provided under the new pricing schedule or agreement are a substitute for the service arrangement under this Pricing Schedule, and ii) the new pricing schedule or agreement is for a term that is equal to or longer than the time remaining under this Pricing Schedule, and the Customer's annual spending commitment for local network services and/or local usage services under that new arrangement is equal to or greater than the spending commitment for those same services under this Pricing Schedule.
- I. Customer Locations. Attachment C specifies the Customer locations and the Customer AT&T accounts at each location which are subject to this Pricing Schedule and which are eligible for any applicable discounts under this Pricing Schedule. Customer is responsible for ensuring that the list set forth in Attachment C accurately reflects the locations and accounts it intends to be included. If subsequent to the Commencement Date of this Pricing Schedule, Customer determines that accounts at a specified location should have been included, or additional locations and associated accounts should be included, those accounts or locations will be added; however, unless otherwise agreed to in writing by AT&T, those accounts shall not be eligible for discounts prior to the date of their inclusion, nor



shall the billings on those accounts for Contributory Services contribute to the satisfaction of the MARC prior to the date as confirmed by AT&T as the date of their inclusion hereunder. It shall be Customer's responsibility to notify AT&T of any changes to the locations already included under this Pricing Schedule. AT&T may identify locations or accounts that it believes should be included under this Pricing Schedule, and shall inform Customer of this finding, however, such notice shall not constitute an addition or other modification to this Pricing Schedule. Customer may, at its sole discretion, decide to add the locations or accounts to this Pricing Schedule, and shall do so under the same process as described above.

5. APPLICABLE REGULATORY REGULATIONS

If AT&T determines that it is necessary for this Pricing Schedule to be filed with or approved by a regulatory commission or agency, AT&T will seek such approval. If approval is required and not obtained, then this Pricing Schedule will immediately terminate and AT&T shall refund to Customer the non-recurring charges, if any, paid under this Pricing Schedule. Approval of this Pricing Schedule by any regulatory agency with proper jurisdiction does not constitute a determination that the terms and provisions of this Pricing Schedule, including the early termination provisions, will be upheld in a court of law or that the applicable regulatory agency has approved any term or provision contained herein.

6. ADJUSTMENT TO MARC

Section 4.7 of the Agreement does not apply to this Pricing Schedule. In the event Customer invokes Section 4.7 of its Agreement and the parties agree that an adjustment to a MARC under Customer's separate, relevant purchasing arrangement for any Contributory Service or Eligible Service is appropriate (contract or tariff), then AT&T may determine it is appropriate to reduce the MARC under this Pricing Schedule. In the event of a reduction of the MARC in this Pricing Schedule, AT&T has the right to change the amount of discount awarded under this Pricing Schedule.



Attachment A
Customer Commitments
Contributory and Eligible Services

Customer Commitments

A.

Customer agrees to the following MARC:

Year 1	\$491,900
Year 2	\$491,900
Year 3	\$491,900

B.

Customer agrees to the following Annual Toll Usage Sub-Commitment:

Year 1	\$0.00
Year 2	\$0.00
Year 3	\$0.00

C.

Customer agrees to the following Annual Local Usage Sub-Commitment:

Year 1	\$0.00
Year 2	\$0.00
Year 3	\$0.00



**Attachment A1
Illinois**

"Any service subscribed to by Customer which is provided by an **AT&T affiliate listed on page one (1)** pursuant to local Exchange tariffs, including, but not limited to, those listed on this Schedule A (excluding federal and state fees, surcharges and taxes) shall be provided at the monthly rate(s) described in this Schedule A and shall contribute to the Annual Commitment."

	<u>Discount or Monthly Rate²</u>	<u>Eligible¹ For Total Volume Discount</u>
Local Usage (excludes ISDN calling plan usage):		
Illinois Band A Local Usage	\$ 0.009	NOT Eligible
Illinois Band B Local Usage	\$ 0.019	NOT Eligible
Illinois Band C Local Usage	\$ 0.019	NOT Eligible
IntraLATA Toll/800 Usage:		
Interstate IntraLATA Toll	\$ 0.110	NOT Eligible
IntraState IntraLATA Toll	\$ 0.058	NOT Eligible
Toll-Free 800/8XX	\$ 0.058	NOT Eligible

0.0%	Total Volume Discount Customer shall receive off the Services listed above as "Eligible".
------	---

¹ Services which are eligible for discount and the applicable discount may vary between States. Schedules A1-A13 are state specific Schedules, and the individual Schedule only applies if there is a Customer location in the relevant state included under this Addendum.

² When a percentage is shown, it is the amount of discount Customer receives off of the Billed Rate. A stated rate means the discounted rate Customer receives pursuant to this Schedule.



**Attachment B
Customer Affiliates**

The following Customer Affiliates are eligible for inclusion under this Pricing Schedule.



**Attachment C
Site Directory**

Customer agrees that the following number shall be considered its Main Billing Telephone Number ("BTN") for purposes of this Pricing Schedule: 312-Z89-8000

20100129 - 0412



AT&T ILEC DS1 Service and ISDN Prime (PRI) Service
Pricing Schedule / Confirmation of Service Order

- Pricing Schedule to AT&T Agreement Reference No. _____ *
- Confirmation of Service Order

If neither box above is checked then this document is a standalone Confirmation of Service Order.

* This document may be used as a Pricing Schedule only if attached to an Agreement referred to internally at AT&T as a UA MSA, UA MA or UA SSTC.

Customer ("Customer")	AT&T ("AT&T")
Cook County Government 2323 Rockwell Chicago IL 60608 USA	For purposes of this Pricing Schedule/Confirmation of Service Order, AT&T means the Service Provider(s) specifically identified herein.
Customer Contact (for notices)	AT&T Sales Contact Information and for Contract Notices <input checked="" type="checkbox"/> Primary Sales Contact
Name: First Last Title: Telephone: Fax: E-mail: <u>Address for notices, if different from above:</u> Street Address City State Zip Code USA	Account Rep Name: Keneese McNamer Title: Account Manager Telephone: 312-364-2728 Fax: Email: Street Address: 225 West Randolph, 23C City: Chicago State: IL Zip Code: 60606 <u>With a copy to:</u> AT&T Corp. One AT&T Way, Bedminster, NJ 07921-0752 Attn: Master Agreement Support Team E-mail: mast@att.com
AT&T Authorized Agent or Representative Information (if applicable) <input type="checkbox"/> Primary Sales Contact	
Name: Company Name: Agent Street Address: City: State: Zip Code: Telephone: Fax: Email: Agent Code	

Customer agrees to purchase Service in the quantities and according to the prices and terms and conditions set forth in this Pricing Schedule/Confirmation of Service Order and the applicable Tariff(s) and Guidebook(s). If this document serves as a Confirmation of Service Order (as indicated above), the Confirmation of Service Order is subject to: (a) the terms of the applicable Tariff, if the Service is offered pursuant to Tariff; or (b) the AT&T Business Service Agreement (BSA), if the Service is not offered pursuant to Tariff. Tariffs, Guidebooks and the BSA can be found at www.att.com/servicepublications. Service is provided by the AT&T Incumbent Local Exchange Carrier (ILEC) Affiliate identified below as the Service Provider. Throughout the remainder of this document, this document shall be referred to as the "Pricing Schedule".

Customer (by its authorized representative)	AT&T (by its authorized representative)
By: Printed or Typed Name:	By: <i>Gabriela Ratulowski</i> Printed or Typed GABRIELA RATULOWSKI Name: LEAD - CUSTOMER CONTRACTS
Title:	Title:
Date:	Date: <i>2/5/2010</i>



**AT&T ILEC DS1 Service and ISDN Prime (PRI) Service
Pricing Schedule / Confirmation of Service Order**

1. Service Provider and Tariff or Guidebook:

Illinois Bell Telephone Company d/b/a **AT&T Illinois** - Tariff No. 19, Part 17, Section 2

2. Order Information:

Order Type:	<input type="checkbox"/> New Install	Pricing Schedule Term ("Term" or "Minimum Payment Period"):
	<input type="checkbox"/> Renewal	
	<input checked="" type="checkbox"/> Conversion from Month-to-Month	<input type="checkbox"/> 12 Months <input type="checkbox"/> 24 Months <input checked="" type="checkbox"/> 36 Months <input type="checkbox"/> 60 Months
Existing Contract No. (if applicable):		

3. Service Location Addresses and Quantity: AT&T shall furnish and Customer shall subscribe to and pay for DS1 Services and ISDN PRI Services provided to Customer at the Customer locations listed in Attachment 1 and Attachment 2 respectively.

4. Service Elements and Charges: AT&T shall provide DS1 Services and ISDN Prime (PRI) Service (individually and collectively "Service") at the Customer location listed above at the rates and quantities designated below. Optional features available on month to month rates are not included under this Pricing Schedule.

Service	Description – Service Components / USOC	Quantity Existing	Monthly Recurring Rate ea.
DS1	Local Distribution Channel (LDC) – Transport – Area A /FQA1A	59	\$157.50
DS1	Local Distribution Channel (LDC) – Transport – Area B /FQA1B	195	\$162.50
DS1	Local Distribution Channel (LDC) – Transport – Area C /FQA1C	163	\$175.00
DS1	Channel Mileage (per mile) - Area A /1YZXA	10	\$20.00
DS1	Channel Mileage (per mile) - Area B/1YZXB	750	\$20.00
DS1	Channel Mileage (per mile) - Area C /1YZXC	1222	\$20.00
DS1	Channel Mileage Termination (CMT), Area A /CZ4XA	12	\$50.00
DS1	Channel Mileage Termination (CMT), Area B /CZ4XB	184	\$50.00
DS1	Channel Mileage Termination (CMT), Area C /CZ4XC	222	\$65.00
ISDN PRI Custom	Port / ZPAZD	61	\$600.00
ISDN PRI National (NI-2)	Port / ZPQZD	70	\$600.00
ISDN PRI	Back Up D Channel /ZPBXD	4	\$115.00



AT&T ILEC DS1 Service and ISDN Prime (PRI) Service
Pricing Schedule / Confirmation of Service Order

5. Description of Service -

5.1 DS1 Service - DS1 Service provides for the simultaneous two-way transmission of a serial, bipolar, return-to-zero, isochronous digital signal at a terminating bit rate of 1.544 megabits per second (Mbps).

5.2 ISDN Prime (PRI) ("Service").

- a. AT&T shall provide Service to Customer between the local AT&T Serving Central Office and each circuit location address within AT&T's in-region territory designated in this Pricing Schedule. The circuit location must be at a valid customer premises address. A customer premises address may not be a location at a Carrier Hotel or a Co-location cage within an AT&T Central Office. ISDN PRI Service provides a multi-purpose high speed, multiplexed digital interface based on International Telecommunication Union (ITU) Integrated Services Digital Network (ISDN) standards. Service uses Primary Rate Interface (PRI) technology. Service is provided where facilities are available from Customer's premises to AT&T's circuit-switched voice and circuit-switched data services via 1.544 Megabits per second (Mbps) central office (CO) termination. The CO termination connects by way of 23 64Kbps "B" channels and one 64Kbps "D" channel. The "D" channel performs out-of-band signaling and controls the "B" channels. The transmission characteristics of this Service support 64Kbps clear channel capability and Extended Superframe Format (ESF).
 - b. If Customer obtains the Service utilizing the Service Portability option, Customer's telephone number is ported to an ISDN capable switch designated by AT&T in order to provide the Service without a telephone number change. Special Assembly/Special Authority charges will be applicable to subsequent porting of the number back to Customer's serving central office.
 - c. **Use of Service.** Customer agrees that the Service will only be used to transport the voice and/or data traffic of Customer and its Affiliates, and not to originate or terminate voice traffic to bypass switched access charges as defined by applicable state and federal telecommunications law. Customer understands that this covenant is an essential part of the undertaking by AT&T herein, and that AT&T is relying upon Customer's covenant as an inducement to sell the Service. Customer agrees to compensate AT&T for any switched access charges that AT&T is obligated to pay, or entitled to collect, as a result of Customer's use of the Services, and Customer further agrees that this obligation to compensate AT&T shall not be capped or limited. *As used herein the term Switched Access, generally speaking, means the charges that a long distance company is required to pay to a local telecommunications company for the termination or origination of long distance calls to or from a customer whose phone is connected to the local telecommunications company's local switching network.*
- 6.** The rates in this Pricing Schedule are the applicable Tariff or Guidebook rates currently in effect. Billing for the Service will begin when the Term begins (as set forth below). Rates may change, but in no case exceed the rates set forth in this Pricing Schedule, during the Term. The rates in this Pricing Schedule are exclusive of, and Customer will pay, all current or future taxes, regulatory surcharges, recovery fees, shipping charges, and other similar charges specified or allowed by any governmental entity relating to the sale, use or provision of the Services.
- 7.** The Effective Date of this Pricing Schedule is the later of the signature dates above. The Term begins ("Term Start Date" (1) if this Pricing Schedule is only for "New Install" as checked above, on the date when the Service is installed and available for use by Customer pursuant to this Pricing Schedule, or (2) if this Pricing Schedule is for "Renewal" or "Conversion from Month-to-Month" as checked above, on the Effective Date of this Pricing Schedule, and the Pricing Schedule terminates automatically at the end of the Term based on the number of months selected above. At the end of the Term, the Service will automatically be provided to Customer under the terms and conditions of the applicable Tariff or Guidebook and BSA on a month-to-month basis at the then-current month-to-month Tariff or Guidebook rates unless and until execution of a then available term plan for the Service or until AT&T or Customer cancels the Service on 30-day prior written notice.
- 8.** If Customer cancels this Pricing Schedule prior to the Term Start Date, Customer will reimburse AT&T for time and materials incurred prior to the effective date of termination, plus any third-party charges resulting from the termination.
- 9.** If Customer terminates the Service, in whole or in part, for any reason other than default by AT&T, or AT&T terminates for Customer's default, on or after the Term Start Date but before the scheduled completion of the Term, then Customer shall become liable for Termination Charges equal to (i) any unpaid special construction charges or Non-recurring Charges ("NRCs") (excluding any waived charges), plus (ii) fifty percent (50%) of the recurring Monthly Charge for the terminated Service as set forth in this Pricing Schedule, multiplied by the number of months remaining in the Term of this Pricing Schedule at the point of termination. These charges shall become due and immediately payable upon termination.

End of Document

**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 15/a/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.cookctyclerk.com/sub/ordinances.asp>). This page can also be accessed by going to www.cookctyclerk.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.)

 X 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: _____ NA _____

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: _____ NA _____

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.**

II. 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: _____ VIVA USA, Inc. _____

Address: _3601 Algonquin Rd., Ste 425, Rolling Meadows, IL 60008_____

E-mail: ___vsingh@viva-it.com_____

Contact Person: _Vasanthi Ilangovan_____ Phone: __847-368-0860_____

Dollar Amount Participation: \$ ___\$1,300,000_____

Percent Amount of Participation: _____25%_____ %

*Letter of Intent attached? Yes _____X_____ No _____

*Letter of Certification attached? Yes _____X_____ No _____

MBE/WBE Firm: _____ Argent Associates, Inc. _____

Address: _140 Fieldcrest Ave., Edison, NJ 08837_____

E-mail: ___lpeterson@argentassociates.com_____

Contact Person: __Beatriz Manetta_____ Phone: ___732-512-9009_____

Dollar Amount Participation: \$ ___\$520,000_____

Percent Amount of Participation: _____10%_____ %

*Letter of Intent attached? Yes _____X_____ No _____

*Letter of Certification attached? Yes _____X_____ 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.**

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: A & T Trucking

Address: 2920 South 19th Avenue; Broadview, IL 60155

E-mail: n/a

Contact Person: Arista Thurman Phone: 708-344-3770

Dollar Amount Participation: \$ 5,175.00

Percent Amount of Participation: 1.0 %

*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.**

COOK COUNTY LETTER OF INTENT

Section 2

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

Contract Title & Number: _____ / Norix Group, Inc. quote #L0210-11

From: A & T Trucking
(MBE/WBE Firm)

To: Norix Group, Inc 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. <u>Hauling Services</u>	\$ <u>5,175.00</u>	<u>1.3</u> %
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 Arista Thurman (print name)
the President (We) and duly authorized representative
of the A & T Trucking Company (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 \$ 5,175.00 which represents the above indicated total
percentage _____ % for the contract amount \$ _____.

Arista Thurman
(Signature of Affiant)

3-18-10
(Date)

Subscribed and sworn to before me this 18th day of March, 200-2010

Claudine Thurman
(Notary's Signature)

2-7-14
(Notary Seal)



COOK COUNTY LETTER OF INTENT

Upon Penalty of Perjury, I Bill Karl (print name)

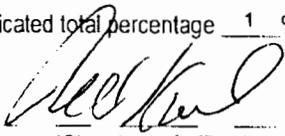
the Vice President (title) and duly authorized

representative of the Norix Group, Inc. (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 \$ 5175.00 which represents the above

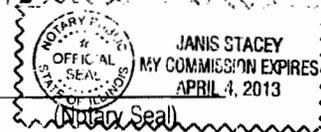
indicated total percentage 1 % for the contract amount \$ 533,140.20 furniture cost


(Signature of affiant)

3/19/10
(Date)

Subscribed and sworn to before me this 19 day of March, 2010


(Notary's Signature)



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)

24 % of Reduction for MBE Participation

10 % 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)**

Because this purchase would consist of only 1) the furniture and 2) delivery of the furniture to Cook County, other than manufacturing the only possible MBE/WBE participation would be the transportation of the furniture to Cook County.

The estimated cost of the shipping the furniture from our warehouse to the delivery site by a certified minority vendor is \$7020.00 which is 1.3% of the purchase.

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)**
Nonix Group, Inc. purchases approximately \$8000.00 per year in office supplies from Logsdon Office Supply, a Cook County certified WBE. See attached.

D. OTHER RELEVANT INFORMATION

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

THE BOARD OF COMMISSIONERS

TODD H. STROGER

PRESIDENT

EARLEAN COLLINS
ROBERT STEELE
JERRY BUTLER
WILLIAM M. BEAVERS
DEBORAH SIMS
JOAN PATRICIA MURPHY
JOSEPH MARLO MORENO
ROBERTO MALDONADO

1st Dist. PETER N. SILVESTRI
2nd Dist. BRIDGET GAMER
3rd Dist. JOHN P. DALEY
4th Dist. FORREST CLAYPOOL
5th Dist. LARRY SUFFREDIN
6th Dist. GREGG GOSLIN
7th Dist. TIMOTHY O. SCHNEIDER
8th Dist. ANTHONY J. PERAJCA
9th Dist. ELIZABETH ANN DOODY GORMAN
10th Dist.
11th Dist.
12th Dist.
13th Dist.
14th Dist.
15th Dist.
16th Dist.
17th Dist.



COOK COUNTY
OFFICE OF CONTRACT COMPLIANCE

BETTY HANCOCK PERRY
DIRECTOR

118 North Clark Street, Room 1020
Chicago, Illinois 60602-1304
TEL (312) 603-5502
FAX (312) 603-4547

September 14, 2009

Ms. Lenore Dern, President
Logsdon Stationers
d/b/a Logsdon Office Supply
1055 Arthur Avenue
Elk Grove Village, Illinois 60007

Annual Certification Expires: October 24, 2010

Dear Ms. Dern:

Congratulations on your continued eligibility for Certification as a WBE by Cook County Government. This WBE Certification is valid until October 24, 2011; however your firm must be revalidated annually. Your firm's next annual validation is required by October 24, 2010.

As a condition of continued Certification during this three (3) year period, you must file a **"No Change Affidavit"** within **sixty (60) business days** prior to the date of annual expiration. Failure to file this Affidavit shall result in the termination of your Certification. You must notify Cook County Government's Office of Contract Compliance, of any change in ownership or control of your firm or any other matters or facts affecting your firm's eligibility for Certification.

Cook County Government may commence action to remove your firm as an WBE vendor if you fail to notify us of any changes of facts affecting your firm's Certification, or if your firm otherwise fails to cooperate with the County in any inquiry or investigation. Removal of your status may also be commenced if your firm is found to be involved in bidding or contractual irregularities.

Your firm's name will be listed in Cook County's Directory of Minority Business Enterprises and Women Business Enterprises in the area(s) of specialty:

Distributor: Office Supplies, Furniture, Janitorial Supplies
Computer Supplies and Paper

Your firm's participation on Cook County contracts will be credited toward WBE goals in your area(s) of specialty. While your participation on Cook County contracts is not limited to your specialty, credit toward WBE goals will be given only for work done in the specialty category.

Thank you for your continued interest in Cook County Government's Minority and Women Business Enterprise Programs.

Sincerely,

Betty Hancock Perry/gb
Betty Hancock Perry
Director
BHP/gb



From: "MCNAMER, KENESE M (ATTAIS)" <km1312@att.com>
To: "Keyla Ware" <KWARE@cookcountygov.com>, <SHROBER@cookcountygov.com>
CC: "DIGGS, TERRI L (ATTAIS)" <td6727@att.com>, "MCCULLOUGH, KIMBERLY E (ATTSI)" <KM633R@att.com>
Date: Monday - March 15, 2010 5:32 PM
Subject: AT&T Indirect Participation

Dear Keyla and Sharla,

Attached is the letter of intent for both Viva and Argent that were submitted with AT&T's Economic Disclosure Statement Documents. To expound further on the INDIRECT services that will be provided, Viva provides staffing management services in which they provide resources for a number of engagements primarily; asset management services, sales training support services and telecommunication training services. All services are provided as Indirect participation as these services are not related to the services provided under the contract for Cook County. Please let me know if you have any questions or concerns.

<<CC_VIVA Letter of Intent-signed.pdf>> <<Argent cook county.pdf>>

Keneese M. McNamer
Sr. Account Manager-GEM Accounts
225 W. Randolph Floor 23C
Chicago, Il. 60606
312.364.2982 (O)
312.307.7045 (C)
847.513.0770 (F)
km1312@att.com

This e-mail and any files transmitted with it are the property of AT&T, are confidential, and are intended solely for the use of the individual or entity to whom this e-mail is addressed. If you are not one of the named recipient(s) or otherwise have reason to believe that you have received this message in error, please notify the sender at 312-364-2982 and delete this message immediately from your computer. Any other use, retention, dissemination, forwarding, printing, or copying of this e-mail is strictly prohibited.

COOK COUNTY LETTER OF INTENT
(Section 2)

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

Contract Title & Number: _____ / _____

From: Argent Associates, Inc.
(MBE/WBE Firm)

To: AT&T and the County of Cook
(Bidder/Proposer Firm)

The Undersigned is prepared to provide the following services, supplies and project in connection with the above named contract (the "Contract"):

Each service performed and /or item supplied will be detailed under Description of Service/Supply and 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 related to this specific Cook County contract and must not include any services/supplies related to any other government contract.*

Description of Service/Supply/Project	Fee/Cost
1. Supply chain solutions (indirect) _____	\$ <u>\$520,000</u> <u>10%</u>
2. _____	\$ _____ %
3. _____	\$ _____ %
4. _____	\$ _____ %
Total: \$ <u>\$520,000</u> <u>10%</u>	

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 and Fee/Cost were completed.

Upon Penalty of perjury, I Beatriz manetta (print name)
the President & CEO (title) and duly authorized representative
of the Argent Associates, Inc. (MBE/WBE firm) affirm

that the foregoing information is true and correct and the services, supplies, and/or project indicated above will be supplies/performed for the above indicated total dollar amount \$ \$520,000 which represents the above indicated total percentage 10% % for the contract amount \$ \$5,200,000.

(Signature of affiant) _____ (Date) 11/19/09

Subscribed and sworn to before me this 19 day of November, 2009

(Notary's Signature) Joyce Hart (Notary Seal)

JOYCE HART
Notary Public of New Jersey
I.D. # 2347073
Commission Expires 7/15/2011 04.09

COOK COUNTY LETTER OF INTENT
FROM BIDDER OR PROPOSER TO COOK COUNTY

Upon penalty of perjury, _____ (print name),

The _____ (title) and duly authorized
representative of _____ AT&T _____ (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 \$ \$520,000, which represents the
above indicated total percentage 10% % for the contract amount \$ \$5,200,000.

(Signature of affiant)

(Date)

Subscribed and sworn to before me this 19th day of November, 20 09

Joyce Hart
(Notary's Signature)

(Notary Seal)

JOYCE HART
Notary Public of New Jersey
I.D. # 2347073
Commission Expires 7/15/2011

COOK COUNTY LETTER OF INTENT
(Section 2)

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

Contract Title & Number: _____ / _____

From: _____ VIVA USA, Inc. _____
(MBE/WBE Firm)

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

The Undersigned is prepared to provide the following services, supplies and project in connection with the above named contract (the "Contract"):

Each service performed and /or item supplied will be detailed under Description of Service/Supply and 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 related to this specific Cook County contract and must not include any services/supplies related to any other government contract.**

Description of Service/Supply/Project	Fee/Cost
1. <u>Management Services (indirect)</u>	\$ <u>\$1,300,000</u> 25%
2. _____	\$ _____ %
3. _____	\$ _____ %
4. _____	\$ _____ %
Total:	\$ <u>\$1,300,000</u> 25%

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 and Fee/Cost were completed.

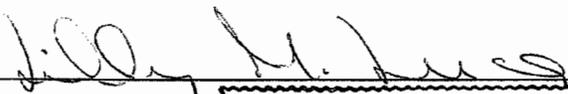
Upon Penalty of perjury, I ILANGO RADHAKRISHNAN (print name)
the VICE PRESIDENT (title) and duly authorized representative
of the VIVA USA, Inc. (MBE/WBE firm) affirm

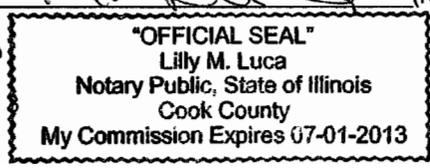
that the foregoing information is true and correct and the services, supplies, and/or project indicated above will be supplies/performed for the above indicated total dollar amount \$ \$1,300,000 which represents the above indicated total percentage 25% for the contract amount \$ \$5,200,000.

(Signature of affiant) 

11 / 18 / 2009
(Date)

Subscribed and sworn to before me this 18 day of November, 2009

(Notary's Signature)  (Notary Seal)



EDS -

From: MCCULLOUGH, KIMBERLY E (ATTSI) (KM633R@att.com)
To: bettyhancockperry@yahoo.com;
Date: Mon, March 15, 2010 10:26:03 PM
Cc:
Subject: Fwd: AT&T Indirect Participation

COOK COUNTY LETTER OF INTENT
(Section 2)

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

Contract Title & Number: _____ / _____

From: _____ Argent Associates, Inc. _____
(MBE/WBE Firm)

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

The Undersigned is prepared to provide the following services, supplies and project in connection with the above named contract (the "Contract"):

Each service performed and /or item supplied will be detailed under Description of Service/Supply and 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 related to this specific Cook County contract and must not include any services/supplies related to any other government contract.**

Description of Service/Supply/Project	Fee/Cost
1. Supply chain solutions (indirect) _____	\$ ___\$520,000_ __10%
2. _____	\$ _____%
3. _____	\$ _____%
4. _____	\$ _____%
Total: \$ ___\$520,000_ __10%	

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 and Fee/Cost were completed.

Upon Penalty of perjury, I Beatriz manetta _____ (print name)

the President + CEO _____ (title) and duly authorized representative

of the _____ Argent Associates, Inc. _____ (MBE/WBE firm) affirm

that the foregoing information is true and correct and the services, supplies, and/or project indicated above will be supplies/performed for the above indicated total dollar amount \$ ___\$520,000_____ which represents the above indicated total percentage _____ 10% _____% for the contract amount \$ ___\$5,200,000_____.

(Signature of affiant) _____ (Date) 11/19/09

Subscribed and sworn to before me this 19 day of November, 2009

(Notary's Signature) Joyce Hart _____ (Notary Seal)



CHICAGO TRANSIT AUTHORITY

567 West Lake Street
Chicago, Illinois 60661-1498
TEL 312 664-7200
www.transitchicago.com

April 21, 2009

Ms. Beatriz Manetta
Argent Associates, Inc. (29653)
140 Fieldcrest Ave.
Edison, NJ 08837

Dear Ms. Manetta:

CHICAGO TRANSIT AUTHORITY has reviewed your annual *No Change Affidavit* and supporting documentation and is pleased to inform you that your firm continues to meet the Disadvantaged Business Enterprise (DBE) program certification eligibility standards set forth in 49 CFR Part 26. Your next (No Change Affidavit or Continued Eligibility Affidavit) is due February 26, 2010. Notification will be sent to you sixty (60) days prior to this date.

This certification allows your firm to participate as a DBE in the Illinois Unified Certification Program (IL UCP). The participating agencies include the Illinois Department of Transportation, the City of Chicago, the Chicago Transit Authority, Metra and Pace.

If there is any change in circumstances during the course of your five-year certification period that affect your ability to meet size, disadvantaged status, ownership, or control requirements or any material change in the information provided in your initial application, you must provide written notification to this agency within thirty (30) days of the occurrence of the change. Failure to provide this information is a ground for denial of certification based on failure to cooperate pursuant to 49 CFR 26.109(c).

The Directory is used by prime contractors/consultants, as well as other agencies, to solicit participation of DBE firms. The Directory can be accessed on the Internet at www.transitchicago.com. Your firm's name will appear in the IL UCP DBE Directory under the following category name(s):

- **SUPPLY CHAIN SOLUTION (WAREHOUSING/STORAGE OF LOGISTICS, DISTRIBUTION AND FULFILLMENT) ; TOTAL IT NETWORK SOLUTIONS (DESIGN, ENGINEERING, PRODUCTS, SECURITY AND INSTALLATION)**

Your participation on contracts will only be credited toward DBE contract goals when you perform in your firm's approved area(s) of specialty. Credit for participation in an area outside your specialty requires prior approval (verification of resources, expertise, and corresponding support documentation, etc.).

Sincerely,

Pamela J. Beavers
GM, Diversity & Small Business
Compliance Program Department

xc:sym

COOK COUNTY LETTER OF INTENT
(Section 2)

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

Contract Title & Number: _____ / _____

From: _____ VIVA USA, Inc. _____
(MBE/WBE Firm)

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

The Undersigned is prepared to provide the following services, supplies and project in connection with the above named contract (the "Contract"):

Each service performed and /or item supplied will be detailed under Description of Service/Supply and 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 related to this specific Cook County contract and must not include any services/supplies related to any other government contract.**

<u>Description of Service/Supply/Project</u>	<u>Fee/Cost</u>
1. <u>Management Services (indirect)</u>	\$ <u>\$1,300,000</u> <u>25%</u>
2. _____	\$ _____ %
3. _____	\$ _____ %
4. _____	\$ _____ %
Total:	\$ <u>\$1,300,000</u> <u>25%</u>

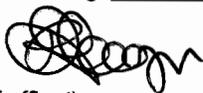
THE UNDERSIGNED PARTIES AGREE that this Letter of Intent will become a binding Subcontract Agreement conditioned upon the Bidder/Proposer's receipt of a signed contract from the County of Cook. The Undersigned Parties do also certify that they did not affix their signatures to this document until all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

Upon Penalty of perjury, I ILANGO RADHAKRISHNAN (print name)

the VICE PRESIDENT (title) and duly authorized representative

of the _____ VIVA USA, Inc. _____ (MBE/WBE firm) affirm

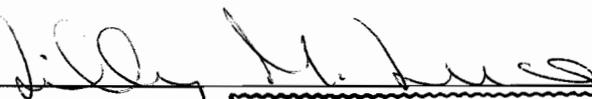
that the foregoing information is true and correct and the services, supplies, and/or project indicated above will be supplies/performed for the above indicated total dollar amount \$ \$1,300,000 which represents the above indicated total percentage 25% for the contract amount \$ \$5,200,000.


(Signature of affiant)

11 / 18 / 2009
(Date)

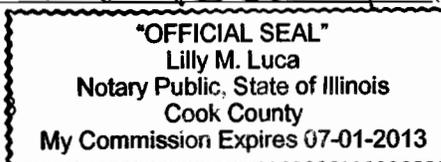
Subscribed and sworn to before me this 18 day of November, 2009

(Notary's Signature)



(Notary Seal)

EDS -



04.09

COOK COUNTY LETTER OF INTENT
FROM BIDDER OR PROPOSER TO COOK COUNTY

Upon penalty of perjury, Keneese Mcnamer (print name),
The Sr. Team Lead (title) and duly authorized
representative of AT&T (Bidder Proposer firm),

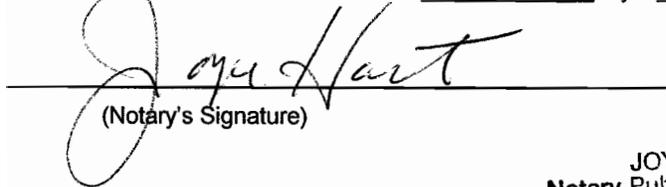
affirm that the foregoing information is true and correct and the services, supplies, and/or project indicated above will
be supplied/performed for the above indicated total dollar amount \$ \$520,000, which represents the
above indicated total percentage 10% % for the contract amount \$ \$5,200,000.


(Signature of affiant)

2119109

(Date)

Subscribed and sworn to before me this 19th day of November, 20 09


(Notary's Signature)

(Notary Seal)

JOYCE HART
Notary Public of New Jersey
I.D. # 2347073
Commission Expires 7/15/2011



City of Chicago
Richard M. Daley, Mayor

Department of
Procurement Services

Montel M. Gayles
Chief Procurement Officer

City Hall, Room 403
121 North LaSalle Street
Chicago, Illinois 60602
(312) 744-4900
(312) 744-2949 (TTY)

<http://www.cityofchicago.org>

December 22, 2008

Vasanthi Ilangovan, President
Viva USA, Inc.
3601 Algonquin Road
Rolling Meadows, Illinois

Annual Certificate Expires:
Vendor Number:

October 1, 2009
1064895

Dear Ms. Ilangovan:

Congratulations on your continued eligibility for certification as a **MBE/WBE** by the City of Chicago. This **MBE/WBE** certification is valid until **October 1, 2012**; however your firm must be re-validated annually. Your firm's next annual validation is required by **October 1, 2009**.

As a condition of continued certification during this five year period, you must file a No-Change Affidavit **within 60 days prior** to the date of expiration. Failure to file this Affidavit will result in the termination of your certification. **Please note that you must include a copy of your most current Federal Corporate Tax Return.** You must also notify the City of Chicago of any changes in ownership or control of your firm or any other matters or facts affecting your firm's eligibility for certification.

The City may commence action to remove your firm's eligibility if you fail to notify us of any changes of facts affecting your firm's certification or if your firm otherwise fails to cooperate with the City in any inquiry or investigation. Removal of eligibility procedures may also be commenced if your firm is found to be involved in bidding or contractual irregularities.

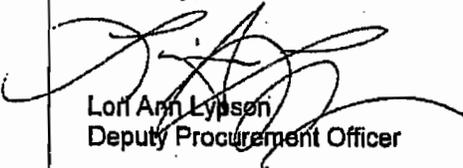
Your firm's name will be listed in the City's Directory of Minority Business Enterprises and Women Business Enterprises in the specialty area(s) of:

Information Technology Management Consulting

Your firm's participation on City contracts will be credited only toward **MBE/WBE** goals in your area(s) of specialty. While your participation on City contracts is not limited to your specialty, credit toward **MBE/WBE** goals will be given only for work done in the specialty category.

Thank you for your continued interest in the City's Minority and Women Business Enterprise Programs.

Sincerely,


Lori Ann Lyson
Deputy Procurement Officer

LAL/ds

IL UCP HOST: City of Chicago



PETITION FOR WAIVER OF MBE/WBE PARTICIPATION
(SECTION 3)

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 86-1459 (30 ILCS 580/2-11).

See Rider C attached hereto.

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.*).

AT&T will comply with all applicable laws.

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.*

AT&T will comply with all applicable laws. See Rider F attached hereto.

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.

Rider C

"AT&T has a substance abuse policy which is available to every employee who performs Services under this Agreement. Employees are prohibited from the unlawful manufacture, sale, distribution, dispensation, possession or use of controlled substances, including cannabis, in the workplace. The policy specifies actions to be taken for violations of the policy. Employees must, as a condition of employment, abide by the terms of the policy and report any convictions under a criminal statute. Report of a conviction as defined in the Drug Free Workplace Act must be made to the company within five days after the conviction. If an employee tests positive for illegal drugs in the workplace and/or on AT&T time, AT&T will take appropriate disciplinary and/or rehabilitative measures in accordance with the terms of its substance abuse policy. The company offers an Employee Assistance Plan and other substance abuse counseling services/rehab to all employees. Substance abuse education is available to all employees."

Rider F

Audit Review No.: 2007PC-25 - The Illinois Department of Human Rights ("Department") has completed a comprehensive review of the material and information submitted by AT&T pursuant to the Department's reasonable requests. Based upon that review and other information available to the Department, the Department found that AT&T meets the minimum requirements in Section 2-105(A) of the Illinois Human Rights Act and Part 750 of the Department Rules and Regulations, 44 Ill.Admin. Code, Part 750. (Contact - Alberta Grant, Program Administrator, Illinois Department of Human Rights, 312-814-4335)



EXECUTIVE ORDERS AND ASSOCIATED REGULATIONS

Work under this contract may be subject to the provisions of certain Executive Orders, federal laws, state laws, and associated regulations governing performance of this contract including, but not limited to: Executive Order 11246, Executive Order 11625, Executive Order 11701, and Executive Order 12138, Section 503 of the Rehabilitation Act of 1973 as amended and the Vietnam Era Veteran's Readjustment Assistance Act of 1974. To the extent that such Executive Orders, federal laws, state laws, and associated regulations apply to the work under this contract, and only to that extent, Contractor agrees to comply with the provisions of all such Executive Orders, federal laws, state laws, and associated regulations, as now in force or as may be amended in the future, including, but not limited to the following:

1. EQUAL EMPLOYMENT OPPORTUNITY DUTIES AND PROVISIONS OF GOVERNMENT CONTRACTORS

In accordance with 41 C.F.R.§60-1.4(a), the parties incorporate herein by this reference the regulations and contract clauses required by that section, including but not limited to, Contractor's agreement that it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin.

2. AGREEMENT OF NON SEGREGATED FACILITIES

In accordance with 41 C.F.R.§60-1.8, Contractor agrees that it does not and will not maintain or provide for its employees any facilities segregated on the basis of race, color, religion, sex, or national origin at any of its establishments, and that it does not and will not permit its employees to perform their services at any location, under its control, where such segregated facilities are maintained. The term "facilities" as used herein means waiting rooms, work areas, restaurants and other eating areas, time clocks, rest rooms, wash rooms, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees; provided, that separate or single-user restroom and necessary dressing or sleeping areas shall be provided to assure privacy between the sexes.

3. AGREEMENT OF AFFIRMATIVE ACTION PROGRAM

Contractor agrees that it has developed and is maintaining an Affirmative Action Plan as required by 41 C.F.R.§60-1.4(b).

4. AGREEMENT OF FILING

Contractor agrees that it will file, per current instructions, complete and accurate reports on Standard Form 100 (EE0-1), or such other forms as may be required under 41 C.F.R.§60-1.7(a).

5. INDIVIDUALS WITH DISABILITIES, SPECIAL DISABLED VETERANS, VETERANS OF VIETNAM ERA, AND ANY OTHER VETERANS WHO SERVED ON ACTIVE DUTY DURING A WAR OR IN A CAMPAIGN OR EXPEDITION FOR WHICH A CAMPAIGN BADGE HAS BEEN AUTHORIZED

In accordance with 41 C.F.R.§60-250.20, and 41 C.F.R.§60-741.20, the parties incorporate herein by this reference the regulations and contract clauses required by those provisions to be made a part of government contracts and subcontracts.

6. UTILIZATION OF SMALL, SMALL DISADVANTAGED AND WOMEN-OWNED SMALL BUSINESS CONCERNS

As prescribed in 48 C.F.R., Ch. 1, 19.708(a):

(a) It is the policy of the United States that small business concerns, small business concerns owned and controlled by socially and economically disadvantaged individuals and small business concerns owned and controlled by women shall have the maximum practicable opportunity to participate in performing contracts let by any Federal agency, including contracts and sub-contracts for systems, assemblies, components, and related services for major systems. It is further the policy of the United States that its prime contractors establish procedures to ensure the timely payment amounts due pursuant to the terms of the subcontracts with small business concerns, small business concerns owned and controlled by socially and economically disadvantaged individuals and small business concerns owned and controlled by women.

(b) The Contractor hereby agrees to carry out this policy in the awarding of subcontracts to the fullest extent consistent with efficient contract performance. The

Contractor further agrees to cooperate in any studies or surveys as may be conducted by the United States Small Business Administration or the awarding agency of the United States as may be necessary to determine the extent of the Contractor's compliance with this clause.

(c) As used in this contract, the term *small business concern* shall mean a small business as defined pursuant to section 3 of the Small Business Act and relevant regulations promulgated pursuant thereto. The term *small business concern owned and controlled by socially and economically disadvantaged individuals* shall mean a small business concern which is at least 51 percent unconditionally owned by one or more socially and economically disadvantaged individuals; or, in the case of any publicly owned business, at least 51 per centum of the stock of which is unconditionally owned by one or more socially and economically disadvantaged individuals; and (2) whose management and daily business operations are controlled by one or more such individuals. This term also means small business concern that is at least 51 percent unconditionally owned by an economically disadvantaged Indian tribe or Native Hawaiian Organization, or a publicly owned business having at least 51 percent of its stock unconditionally owned by one of these entities which has its management and daily business controlled by members of an economically disadvantaged Indian tribe or Native Hawaiian Organization, and which meets the requirements of 13 CRF part 124. The Contractor shall presume that socially and economically disadvantaged individuals include Black Americans, Hispanic Americans, Native Americans, Asian-Pacific Americans, Subcontinent Asian Americans, and other minorities, or any other individual found to be disadvantaged by the Administration pursuant to section 8(a) of the Small business Act. The Contractor shall presume that socially and economically disadvantaged entities also include Indian Tribes and Native Hawaiian Organizations.

(d) The term "small business concern owned and controlled by women" shall mean a small business concern (i) which is at least 51 percent owned by one or more women, or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women, and (ii) whose management and daily business operations are controlled by one or more women; and

(e) Contractors acting in good faith may rely on written representations by their sub-contractors regarding their status as a small business concern, a small business concern owned and controlled by socially and economically disadvantaged individuals or a small business concern owned and controlled by women.

7. SMALL, SMALL DISADVANTAGED AND WOMEN-OWNED SMALL BUSINESS SUB-CONTRACTING PLAN. The sub-contractor will adopt a plan similar to the plan required by 48 CFR Ch. 1 at 52.219-9.

Agreed To and Certified By The Contractor:

AT&T Inc.

By: 
Signature Kenneth L. Griffin

Associate Director- AT&T Affirmative Action Programs

Title

1010 Pine Street, 16-W-74, St. Louis, MO 63101

Address

December 8, 2009

Date

**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: X No: _____

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

225 W. Randolph St.

Chicago, IL. 60606

c) Does Bidder employ the majority of its regular full-time workforce within Cook County?
AT&T Corp. is a national company which operates
Yes: _____ No: X

throughout the U.S. and has employees throughout the United States, to support those business operations

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

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:

 X 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.

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): _____

(ATTACH SHEET IF NECESSARY TO LIST ADDITIONAL INDEX NUMBERS)

AT&T has numerous real estate holdings throughout Cook County.

OR:

- 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:

AT&T Corp. certifies to the foregoing to the best of its knowledge.

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 AFFIDAVIT OF CHILD SUPPORT OBLIGATIONS

Effective July 1, 1998, every applicant for a County Privilege shall be in full compliance with any Child Support Order before such applicant is entitled to receive a County Privilege. When Delinquent Child Support Exists, the County shall not issue or renew any County Privilege, and may revoke any County Privilege.

"*Applicant*" means any person or business entity, including all Substantial Owners, seeking issuance of a County Privilege or renewal of an existing County Privilege from the County. This term shall not include any political subdivision of the federal or state government, including units of local government, and not-for-profit organizations.

"*County Privilege*" means any business license, including but not limited to liquor dealers' licenses, packaged goods licenses, tavern licenses, restaurant licenses, and gun licenses; real property license or lease; permit, including but not limited to building permits, zoning permits or approvals; environmental certificate; County HOME Loan, and contracts exceeding the value of \$10,000.00.

"*Substantial Owner*" means any person or persons who own or hold a twenty-five percent (25%) or more percentage of interest in any business entity seeking a County Privilege, including those shareholders, general or limited partners, beneficiaries and principals; except where a business entity is an individual or sole proprietorship, Substantial Owner means that individual or sole proprietor.

All Applicants/Substantial Owners are required to complete this affidavit and comply with the Child Support Enforcement Ordinance before any privilege is granted. Signature of this form constitutes a certification the information provided below is correct and complete, and that the individual(s) signing this form has/have personal knowledge of such information.

Privilege Information:

County Privilege: _____
 County Department: _____

Applicant Information:

Last name: _____ First Name: _____ MI: _____
 SS# (Last Four Digits): ____ _
 Street Address: _____
 City: _____ State: _____ Zip: _____
 Home Phone: (____) ____ - ____ Drivers License No: _____

Child Support Obligation Information:

The Undersigned applicant, being duly sworn on oath or affirmation hereby states that to the best of my knowledge (place an "X" next to "A", "B", "C", or "D").

- _____ A. The Applicant has no judicially or administratively ordered child support obligations.
- _____ B. The Applicant has an outstanding judicially or administratively ordered obligation, but is paying in accordance with the terms of the order.
- _____ C. The Applicant is delinquent in paying judicially or administratively ordered child support obligations
- _____ D. The Applicant is not a substantial owner as defined above.

The Undersigned applicant understands that failure to disclose any judicially or administratively ordered child support debt owed will be grounds for revoking the privilege.

Signature: _____ Date: _____

Subscribed and sworn to before me this _____ day of _____, 20_____

X _____
Notary Public Signature
Notary Seal

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 AT&T Inc. D/B/A: _____ EIN NO: 43-1301883

Street Address: One AT&T Plaza 208 S. Akard St.

City: Dallas State: TX Zip Code: 75202

Phone No.: (312) 727-1350

Form of Legal Entity:

Sole Proprietor Partnership Corporation Trustee of Land Trust

Business Trust Estate Association Joint Venture

Other (describe) _____

Ownership Interest Declaration:

1. List the name(s), address, and percent ownership of each individual and each Entity having a legal or beneficial interest (including ownership) of more than five percent (5%) in the Applicant/Holder.

Name	Address	Percentage Interest in Applicant/Holder
AT&T Inc.		100%
AT&T Inc. is a public traded company listed on the New York Stock Exchange.		

2. If the interest of any individual or any Entity listed in (1) above is held as an agent or agents, or a nominee or nominees, list the name and address of the principal on whose behalf the interest is held.

Name of Agent/Nominee	Name of Principal	Principal's Address

3. Is the Applicant constructively controlled by another person or Legal Entity? [] Yes [] No
If yes, state the name, address and percentage of beneficial interest of such person or legal entity, and the relationship under which such control is being or may be exercised.

Name	Address	Percentage of Beneficial Interest	Relationship

Declaration (check the applicable box):

- I state under oath that the Applicant has withheld no disclosure as to ownership interest in the Applicant nor reserved any information, data or plan as to the intended use or purpose for which the Applicant seeks County Board or other County Agency action.
- I state under oath that the Holder has withheld no disclosure as to ownership interest nor reserved any information required to be disclosed.

Name of Authorized Applicant/Holder Representative (please print or type)	Title
Signature	Date
E-mail address	Phone Number

Subscribed to and sworn before me this _____ day of _____, 20__.

My commission expires:

X _____
Notary Public Signature

Notary Seal

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. The Undersigned makes these statement certifications and reprebentations based upon information and belief, after reasonably diligent research

BUSINESS NAME: AT&T Corp.
BUSINESS ADDRESS: One AT&T Way Bedminster, New Jersey 07921-0752 with an office at
225 W. Randolph St. 23C Chicago, IL. 60606

BUSINESS TELEPHONE: (312) 364-2982 FAX NUMBER: _____

CONTACT PERSON: Keneese McNamer

FEIN: 13-4924710 *IL CORPORATE FILE NUMBER: 157881

LIST THE FOLLOWING CORPORATE OFFICERS:

PRESIDENT: Ronald Spears VICE PRESIDENT: Kathryn Morrissey

SECRETARY: Wayne Wirtz *TREASURER: Charles Allen

**SIGNATURE OF PRESIDENT: *Ronald Spears* Executive Director - Contracts

ATTEST: _____ (CORPORATE SECRETARY)

See Affidavit attached hereto.

Subscribed and sworn to before me this
11th day of December, 2009.

Maria Arreaga
Notary Public Signature

My commission expires: _____



Notary Seal

* 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.

AFFIDAVIT

COUNTY OF COOK
STATE OF ILLINOIS

Beatrice James-Moore, being duly sworn, deposes and says that she is an AT&T Services, Inc. attorney assigned to work on matters for AT&T Corp, a corporation organized and existing under and by virtue of the laws of the State of New York with an office at 225 West Randolph, Chicago, Illinois 60606

Affiant further says that she is familiar with the internal policies of AT&T Corp. and that by virtue of said corporation's internal policies, Sandy Markiewicz, Executive Director-Customer Contracts, is duly authorized, as a representative on behalf of AT&T Corp. to execute AT&T's Economic Disclosure Statement as required by Cook County in connection with the Master Agreement between AT&T Corp. and Cook County.

Beatrice L James-Moore
Beatrice James-Moore
General Attorney
AT&T Services, Inc.

Signed and sworn to before me on (date) Dec. 11, 2009, by Beatrice, at
Cook County, IL. (state). James-Moore

Maria Arreaga Notary Public.

Commission expires: 10/14/13



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. Jones

PRESIDENT, COOK COUNTY BOARD OF COMMISSIONERS

Carmen K. Trice-Coburn

COOK COUNTY PURCHASING AGENT

Constance L. Gaulty 6/18/10

COOK COUNTY COMPTROLLER

DATED AT CHICAGO, ILLINOIS THIS 16th DAY OF March, 20 10.

IN THE CASE OF A ~~RE~~ PROPOSAL, THE COUNTY HEREBY ACCEPTS:

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

10-41-35

OR

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

TOTAL AMOUNT OF CONTRACT: \$ 27,500,000⁰⁰
(DOLLARS AND CENTS)

FUND CHARGEABLE: _____

APPROVED AS TO FORM:

ASSISTANT STATE'S ATTORNEY

AS 3-29-10

APPROVED BY BOARD OF
COOK COUNTY COMMISSIONERS

MAR 16 2010

COM _____