

**AMENDMENT NO. 1**

This Amendment modifies Agreement No. 1718-16625, for Telecommunication Services by and between the County of Cook, Illinois, herein referred to as "County" and AT&T Corp., authorized to do business in the State of Illinois hereinafter referred to as "Contractor":

**RECITALS**

Whereas, the County and Contractor have entered into an Agreement approved by the County Board on October 11, 2017, (hereinafter referred to as the "Agreement"), wherein the Contractor is to provide Telecommunication Services (hereinafter referred to as the "Services") from October 1, 2017 through September 30, 2022, in an amount not to exceed \$35,000,000.00, with two (2), one-year renewal options; and

Whereas, the Agreement will expire September 30, 2022, and the agreed upon Services are still required; and

Whereas, pursuant to Section 10.5 of the Agreement, the County and Contractor desire to correct and replace the AT&T SDN OneNet Service Pricing Schedule.

Now therefore, in consideration of mutual covenants contained herein, it is agreed by and between the parties to amend the Agreement as follows:

1. The Agreement is hereby amended to delete Appendix AT&T SDN OneNet Service Pricing Schedule in its entirety and replace it with the attached AT&T SDN OneNet Service Amended and Restated Pricing Schedule included in Attachment A.
2. The attached updated Identification of Sub-Contractors/Suppliers/Sub-Consultants Form, Certificate of Insurance, and Economic Disclosures Statement under Attachment B are incorporated and made a part of this Agreement.
3. All other terms and conditions remain as stated in the Agreement.

In witness whereof, and pursuant to authority of the Chief Procurement Officer, the County and Contractor have caused this Amendment No. 1 to be executed on the date and year last written below.

County of Cook, Illinois

By: [Signature]  
Chief Procurement Officer

Date: 1.9.20

By: [Signature]  
State's Attorney, (if applicable)

[Signature]  
Type or print name (if applicable)

Date: January 23, 2019

AT&T Corp.

Signed Rebecca Ann Szabo

Type or print name Rebecca Ann Szabo

Title SR. Solutions Architect

Date: 12/4/2019

SS188Y

**AT&T SOA Delegation of Authority Authorization Form**

11/1/2019  
Effective Date

11/1/2020  
Expiration Date

In accordance with the Schedule of Authorizations for Affiliates of AT&T Inc., authority is delegated to the following employee:

Debra A. Szabo, Sr. Solutions Architect  
Employee (Delegate) Name and Title

2  
Manager Level

DS3138  
ATTUID

Debra Ann Szabo  
Delegate Signature

10/31/2019  
Date

**Reason for delegation and/or indication of specific delegated transaction or limitations:**

*(check one of the boxes below)*

**Surrogate Delegation Of Authority**

*Used by a manager who will be out of the office for a specific time to designate another manager in the work group to authorize on their behalf. For set up in CAPS, do not use this form, refer to CAPS User Guide:*

CAPS User Guide      *Scroll to Surrogates section*

**For Special Delegation Of Authority Only**

*Used when assigning specific authority to a Manager for a period of time no longer than a year.*

*Reason:* Applicable only to the presignature or countersignature of reviewed and approved AT&T customer contracts per Company approved methods and procedures; may be revoked at any time.

**Delegated by:**

Frances M Mikulic, Director Solutions A  
Employee (Delegator) Name and Title

3  
Manager Level

FM2342  
ATTUID

Frances M Mikulic  
Delegator Signature

10-29-2019  
Date

*Check box and complete when applicable (see SOA Schedule 1-1 Definitions "Documented Review")*

Prior to my approving this Delegation and signing this form, I reviewed this Delegation with Enter name on Enter date (and, if applicable, with the Chairman on Enter date).

Set-up in:     CAPS     SCM Oracle Procurement

- ➔ The delegator shall retain the original and the delegate shall retain a copy of the original approved delegation form for one year after the delegation period has expired.
- ➔ A copy of this Delegation Of Authority should be attached to any ATT01105 Forms that are sent to Accounts Payable (AP) for processing.
- ➔ If this Delegation Of Authority requires set-up for processing in SCM Oracle Requisitions or CAPS, email a scanned copy to the Outlook Mailbox: SOA Delegations . A confirmation will be sent once set-up is complete.

ATTACHMENT A



Contract No. 1718-16625

**AT&T SDN OneNet Service  
Amended and Restated Pricing Schedule**

	<b>AT&amp;T MA Reference No.</b>
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<b>Customer("Customer")</b>	<b>AT&amp;T("AT&amp;T")</b>
Cook County Government 69 W. Washington Chicago, IL 60608USA	AT&T Corp.
<b>Customer Contact (for notices)</b>	<b>AT&amp;T Sales Contact Information and for Contract Notices</b> <input type="checkbox"/> <b>Primary Contact</b>
Name: Doug Coupland Title: Director of Telecommunications Street Address: 69 W Washington Ste. 2700 City: Chicago State/Province: Illinois Zip Code: 60602 County: United States Phone: 312-603- 1498 Email: DougA.Coupland@cookcountyil.gov	Keneese McNamer 225 W. Randolph St. Room 23C Chicago, IL 60606 Tel: 312-364-2982 Email: km1312@att.com With a copy to: AT&T Corp. One AT&T Way, Bedminster, NJ 07921-0752 Attn: Master Agreement Support Team Email: mast@att.com
<b>AT&amp;T Authorized Agent or Representative Information (if applicable)</b> <input type="checkbox"/> <b>Primary Sales Contact</b>	
Name :            Company Name : Agent Street Address :            City :            State :            Zip Code : Telephone :            Fax :            Email :            Agent Code :	

This Amended and Restated Pricing Schedule amends and restates Pricing Schedule named "AT&T SDN OneNet Service" No. 79475 countersigned on October 30, 2017 and is part of the Agreement between AT&T and Customer referenced above with Contract No. 1718-16625. References herein to the Effective Date of the Pricing Schedule refer to the original Effective Date. The Effective Date of this Amendment is the date on which the last party signs this Amended and Restated Pricing Schedule.

Customer has requested that AT&T sign this Agreement first, and AT&T has agreed to do so. This Agreement as signed by AT&T shall be binding upon Customer from the time of Customer's signature, and AT&T will begin implementing the agreement when a fully signed copy is returned by Customer, provided such fully signed copy is returned to AT&T not more than thirty (30) days after AT&T delivered a signed copy to Customer. Further, any and all changes made to the Agreement after signature by AT&T shall be void and of no effect, unless and until incorporated into a written amendment to this Agreement signed by both Parties, except for changes expressly authorized by the terms of this Agreement.

ATTUID:sI0833 111919  
SR 1-91YXCW3  
RLR 917005.1

AT&T and Customer Confidential Information  
Page 1 of 12

OneNet Voice  
ROME Opportunity ID : 1-4DE6CMW  
Updated: 1/2011

Please sign by November 24, 2019

For AT&T Administrative Use Only

Master Agreement No. 136115UA  
Pricing Schedule No. 79475  
Original Effective Date: October 30, 2017  
Effective Date of Amendment: \_\_\_\_\_

**Amended and Restated Pricing Schedule for AT&T SDN OneNet Service**

**1. SERVICES**

Service	Service Publication Location
AT&T OneNet Service	<a href="http://serviceguidenew.att.com/sg_flashPlayerPage/SDN">http://serviceguidenew.att.com/sg_flashPlayerPage/SDN</a>
AT&T Toll-Free Services	<a href="http://serviceguidenew.att.com/sg_flashPlayerPage/TF">http://serviceguidenew.att.com/sg_flashPlayerPage/TF</a>
AT&T Bandwidth Services	<a href="http://serviceguidenew.att.com/sg_flashPlayerPage/BWS">http://serviceguidenew.att.com/sg_flashPlayerPage/BWS</a>

**2. PRICING SCHEDULE TERM AND EFFECTIVE DATES**

<b>Pricing Schedule Term</b>	Expires 09/30/2022
<b>Term Start Date</b>	Effective Date of Rates and Discounts for Voice Services

For the following Services/Offers Provided under this Pricing Schedule	If the Amendment Effective Date of this Pricing Schedule is:	Amended Rates and Discounts can commence on:
<b>VOICE SERVICES:</b> AT&T SDN OneNet Services/AT&T Toll-Free Services	On or before the 28th day of the month	The 19th day of the first full month following the Amendment Effective Date of this Pricing Schedule ("Rate Effective Date")
	After the 28th day of the month	The 19th day of the second full month following the Amendment Effective Date of this Pricing Schedule ("Rate Effective Date")

**3. MARC**

NONE

**4. MARC-ELIGIBLE CHARGES**

- AT&T SDN OneNet Discount Plan-Eligible Services

**5. DISCOUNTS**

**SDN OneNet Service**

Usage Charges:	Discount %
Domestic SDN OneNet, Domestic and International Toll-Free Services	55%
International SDN OneNet	0%

**AT&T Private Line and Access Channel Services**

Services	Discount
T1 IOC	
• Access Connections	100%
• M-24 Multiplexing Office Functions	100%
T3 IOC	

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• Access Connections	100%
• M-28 Multiplexing Office Functions	100%
T1 Access Channel	15%
• Access Coordination Function	100%
• Clear Channel Capability	100%

**6. PROMOTIONS, CREDITS, WAIVERS AND MINIMUM RETENTION PERIODS**

**6.1 Promotions**

Service Guide promotions are not applicable under this Pricing Schedule

**6.2 Waivers**

Charges Waived	Month of Pricing Schedule Term in which Recurring Charges are waived	Minimum Retention Period
Waiver Packages A and B as specified in the Service Guide	N/A	As Specified in the Service Guide
75% of the recurring charge for Primary Rate Interface Office Functions, in lieu of the waiver specified in Waiver Package Option B	N/A	12 months
Installation Charges for T1 IOC Service Access Connections and M-24 Multiplexing Office Functions connected to Voice Services	N/A	12 months
Installation Charges for T1 Access Channel and Access Coordination Function connected to Voice Services	N/A	12 months
Installation Charges for T3 IOC Access Connections and M-28 Multiplexing Office Functions connected to Voice Services	N/A	12 months
Installation Charges for T3 Access Channel and Access Coordination Function connected to Voice Services	N/A	12 months

**6.4. NOTICE OF WITHDRAWAL**

Service and Service Component Withdrawals during Pricing Schedule Term	
Earliest Effective Date of Service Withdrawal	Domestic Private Line and Access Channel Services – June 30, 2022 SDN OneNet Service (Long Distance Voice, Local Voice and International Voice) – June 30, 2022
Prior Notice Required from AT&T to Withdraw and Terminate a Service	12 months
Prior Notice Required from AT&T to Withdraw and Terminate a Service Component	120 days
Applicable Services/Service Components	List provided in the 'Withdrawal of Service Matrix' section of the General Provisions in the AT&T Business Service Guide:

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[http://serviceguidenew.att.com/sg\\_flashPlayerPage/GP](http://serviceguidenew.att.com/sg_flashPlayerPage/GP)

The Applicable Services/Service Components identified above ("Affected Services") are expected to evolve into or be replaced by more technologically advanced services over time as part of AT&T's network modernization initiatives. As the footprint and availability of new or more advanced versions of such services ("Eligible Replacement Service") expands, AT&T may replace any existing Affected Services or fulfill any new order for such services purchased under this Pricing Schedule with an Eligible Replacement Service, subject to the materially adverse change provision of the Master Agreement.

The Eligible Replacement Service(s) will be identified adjacent to the corresponding Affected Service in the General Provisions. Such Eligible Replacement Service(s) shall be provided to Customer pursuant to the terms of the applicable Service Publication.

**7. RATES**

**7.1 AT&T SDN OneNet Rate Schedules**

Rates Schedules	Per Minute for All Mileage Bands and Rate Periods*
A, A-PV	\$0.084
B(a), B-PV(a), B(b), B-PV(b)	\$0.064
C(a), C(b), C-PV	\$0.056
E	\$0.148
H1	\$0.159
H2	\$0.197
K	\$0.177

\* - Billed in initial increments of 18 seconds and in 6 second increments thereafter

**7.2 AT&T Toll-Free Service Rate Schedules**

	Per Minute for All Service Areas and Rate Periods*
AT&T Toll-Free MEGACOM Service-Domestic	\$0.084
AT&T Toll-Free READYLINE Service-Domestic	\$0.064
AT&T Toll-Free Multimedia Service	\$0.132

\* - Billed in initial increments of 30 seconds and in 1 second increments thereafter

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**Amended and Restated Pricing Schedule for AT&T SDN OneNet Service**

**7.3 International Calling Capability: Mainland – Canada/Mexico**

	DEDICATED ACCESS	SWITCHED ACCESS
	Per Minute for All Days of the Week Including Holidays and Rate Periods*	Per Minute for All Days of the Week Including Holidays and Rate Periods*
Canada	\$0.350	\$0.350
Mexico – Rate Schedule 1	\$0.000	\$0.000

\* - Billed in initial increments of 18 seconds and in 6 Second increments thereafter

	DEDICATED ACCESS		SWITCHED ACCESS	
	Peak Per Minute for All Days of the Week including Holidays and Rate Periods*	Off-Peak Per Minute for All Days of the Week including Holidays and Rate Periods*	Peak Per Minute for All Days of the Week including Holidays and Rate Periods*	Off-Peak Per Minute for All Days of the Week including Holidays and Rate Periods*
Mexico - Rate Schedule 2				
Rate Tables 1 – 3	\$0.230	\$0.230	\$0.230	\$0.230
Rate Tables 4 – 6	\$0.230	\$0.230	\$0.230	\$0.230
Rate Tables 7 & 8	\$0.230	\$0.230	\$0.230	\$0.230

\* - Billed in Per Minute increments

**7.4 AT&T Terrestrial 1.544 Mbps Local Channel Services - only Local Channels furnished between the Customer's Premises and the AT&T Central Office within the United States.**

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
50+	\$480.00	\$8.00

AT&T Reference date: N/A



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**Amended and Restated Pricing Schedule for AT&T SDN OneNet Service**

**7.5 International Calling Capability: Mainland - All Other Countries** - If Customer's total traffic to any one of these countries exceeds 1,000,000 minutes of use per month, AT&T reserves the right to invoke GP-10.6 Access Arbitrage clause in the General Provisions of the AT&T Service Guide.

Country/Area	DEDICATED ACCESS	SWITCHED ACCESS
	Per Minute for All Days of the Week including Holidays and Rate Periods*	Per Minute for All Days of the Week including Holidays and Rate Periods*
Afghanistan	\$2.439	\$2.439
Albania	\$1.334	\$1.334
Algeria	\$0.777	\$0.777
Andorra	\$0.355	\$0.355
Angola	\$1.777	\$1.777
Anguilla	\$0.499	\$0.499
Antarctica (Casey)	\$1.647	\$1.647
Antarctica (Scott)	\$1.296	\$1.296
Antigua (Including Barbuda)	\$0.495	\$0.495
Argentina	\$0.253	\$0.253
Armenia	\$1.016	\$1.016
Aruba	\$0.449	\$0.449
Ascension Island	\$1.000	\$1.000
Australia	\$0.089	\$0.089
Austria	\$0.113	\$0.113
Azerbaijan	\$1.016	\$1.016
Bahamas	\$0.203	\$0.203
Bahrain	\$0.695	\$0.695
Bangladesh, Peoples Republic of	\$1.059	\$1.059
Barbados	\$0.364	\$0.364
Belarus	\$1.016	\$1.016
Belgium	\$0.093	\$0.093
Belize	\$0.756	\$0.756
Benin, Peoples Republic of	\$0.839	\$0.839
Bermuda	\$0.191	\$0.191
Bhutan	\$1.617	\$1.617
Bolivia	\$0.420	\$0.420
Bosnia-Herzegovina, Republics of	\$0.719	\$0.719
Botswana	\$0.814	\$0.814
Brazil	\$0.188	\$0.188
British Virgin Islands	\$0.484	\$0.484

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**Amended and Restated Pricing Schedule for AT&T SDN OneNet Service**

Brunei	\$0.798	\$0.798
Bulgaria	\$0.298	\$0.298
Burkina Faso	\$1.097	\$1.097
Burma (Myanmar)	\$2.418	\$2.418
Burundi	\$1.431	\$1.431
Cambodia	\$1.626	\$1.626
Cameroon	\$0.804	\$0.804
Cape Verde Islands	\$0.931	\$0.931
Cayman Islands	\$0.610	\$0.610
Central African Republic	\$1.769	\$1.769
Chad, Republic of	\$1.806	\$1.806
Chile	\$0.175	\$0.175
China, Peoples Republic of	\$0.223	\$0.223
Christmas & Cocos Islands	\$1.647	\$1.647
Colombia	\$0.262	\$0.262
Comoros, Federal & Islamic Republic of	\$1.751	\$1.751
Congo, Republic of	\$1.181	\$1.181
Cook Islands	\$1.849	\$1.849
Costa Rica	\$0.256	\$0.256
Croatia, Republic of	\$0.719	\$0.719
Cuba	\$1.271	\$1.271
Cyprus	\$0.660	\$0.660
Czech Republic	\$0.277	\$0.277
Denmark	\$0.094	\$0.094
Diego Garcia	\$1.017	\$1.017
Djibouti, Republic of	\$1.153	\$1.153
Dominica	\$0.576	\$0.576
Dominican Republic	\$0.175	\$0.175
East Timor	\$1.849	\$1.849
Ecuador	\$0.335	\$0.335
Egypt, Arab Republic of	\$0.457	\$0.457
El Salvador	\$0.300	\$0.300
Equatorial Guinea, Republic of	\$1.583	\$1.583
Eritrea	\$0.902	\$0.902
Estonia	\$1.016	\$1.016
Ethiopia	\$0.995	\$0.995
Faeroe Islands	\$0.462	\$0.462

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**Amended and Restated Pricing Schedule for AT&T SDN OneNet Service**

Falkland Islands	\$1.303	\$1.303
Fiji Islands	\$1.131	\$1.131
Finland	\$0.096	\$0.096
France	\$0.078	\$0.078
French Antilles	\$0.519	\$0.519
French Guiana	\$0.770	\$0.770
French Polynesia	\$1.072	\$1.072
Gabon Republic	\$0.707	\$0.707
Gambia	\$0.650	\$0.650
Georgia	\$1.016	\$1.016
Germany	\$0.079	\$0.079
Ghana	\$0.445	\$0.445
Gibraltar	\$0.639	\$0.639
Global Satellite Service	\$13.230	\$13.230
Greece	\$0.165	\$0.165
Greenland	\$0.698	\$0.698
Grenada (Including Carriacou)	\$0.583	\$0.583
Guadeloupe	\$0.607	\$0.607
Guantanamo (U.S. Naval Base)	\$0.624	\$0.624
Guatemala	\$0.315	\$0.315
Guinea, Peoples Revolutionary Republic	\$0.925	\$0.925
Guinea-Bissau	\$1.604	\$1.604
Guyana	\$0.807	\$0.807
Haiti	\$0.587	\$0.587
Honduras	\$0.442	\$0.442
Hong Kong	\$0.112	\$0.112
Hungary	\$0.250	\$0.250
Iceland	\$0.595	\$0.595
India	\$0.350	\$0.350
Indonesia	\$0.297	\$0.297
Iran	\$0.888	\$0.888
Iraq	\$1.122	\$1.122
Ireland	\$0.080	\$0.080
Israel	\$0.138	\$0.138
Italy	\$0.068	\$0.068
Ivory Coast, Republic of	\$0.985	\$0.985
Jamaica	\$0.338	\$0.338

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Japan	\$0.104	\$0.104
Jordan	\$0.500	\$0.500
Kazakhstan	\$1.016	\$1.016
Kenya, Republic of	\$0.515	\$0.515
Kiribati	\$1.775	\$1.775
Korea, North	\$2.034	\$2.034
Korea, South	\$0.126	\$0.126
Kuwait	\$0.680	\$0.680
Kyrgyzstan	\$1.016	\$1.016
Laos	\$2.086	\$2.086
Latvia	\$1.016	\$1.016
Lebanon	\$0.514	\$0.514
Lesotho	\$0.759	\$0.759
Liberia	\$0.786	\$0.786
Libyan Arab Peoples Socialist Jamahiriya	\$0.905	\$0.905
Liechtenstein	\$0.439	\$0.439
Lithuania	\$1.016	\$1.016
Luxembourg	\$0.132	\$0.132
Macao	\$0.981	\$0.981
Macedonia, Former Yugoslavia	\$0.359	\$0.359
Madagascar, Democratic Republic of	\$1.924	\$1.924
Malawi	\$0.733	\$0.733
Malaysia	\$0.198	\$0.198
Maldives, Republic of	\$1.516	\$1.516
Mali, Republic of	\$1.058	\$1.058
Malta, Republic of	\$0.743	\$0.743
Marshall Islands	\$1.013	\$1.013
Mauritania, Islamic Republic of	\$1.285	\$1.285
Mauritius	\$1.278	\$1.278
Micronesia, Federated States of	\$1.014	\$1.014
Moldova	\$1.016	\$1.016
Monaco (including Kosovo)	\$0.355	\$0.355
Mongolian Peoples Republic	\$1.954	\$1.954
Montenegro	\$0.719	\$0.719
Montserrat	\$0.518	\$0.518
Morocco, Kingdom of	\$0.471	\$0.471
Mozambique	\$1.245	\$1.245

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Namibia	\$0.816	\$0.816
Nauru	\$2.049	\$2.049
Nepal	\$1.125	\$1.125
Netherlands	\$0.084	\$0.084
Netherlands Antilles	\$0.354	\$0.354
Nevis	\$0.495	\$0.495
New Caledonia	\$0.965	\$0.965
New Zealand	\$0.164	\$0.164
Nicaragua	\$0.417	\$0.417
Niger, Republic of	\$1.121	\$1.121
Nigeria, Federal Republic of	\$0.614	\$0.614
Niue	\$1.616	\$1.616
Norfolk Island	\$1.616	\$1.616
Norway (Including Svalbard)	\$0.100	\$0.100
Oman	\$0.752	\$0.752
Pakistan	\$0.562	\$0.562
Palau, Republic of	\$1.252	\$1.252
Panama, Republic of	\$0.310	\$0.310
Papua New Guinea	\$0.886	\$0.886
Paraguay	\$0.373	\$0.373
Peru	\$0.328	\$0.328
Philippines	\$0.238	\$0.238
Poland, Peoples Republic of	\$0.241	\$0.241
Portugal	\$0.131	\$0.131
Qatar	\$0.928	\$0.928
Reunion Island (Including Mayotte)	\$1.131	\$1.131
Romania, Socialist Republic of	\$0.362	\$0.362
Russia	\$0.239	\$0.239
Rwanda	\$1.164	\$1.164
San Marino	\$0.504	\$0.504
Sao Tome	\$1.706	\$1.706
Saudi Arabia	\$0.513	\$0.513
Senegal Republic	\$0.962	\$0.962
Serbia	\$0.711	\$0.711
Seychelles Islands	\$1.369	\$1.369
Sierra Leone	\$1.075	\$1.075
Singapore, Republic of	\$0.147	\$0.147

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Slovakia	\$0.581	\$0.581
Slovenia, Republic of	\$0.726	\$0.726
Solomon Islands	\$1.409	\$1.409
Somali Republic	\$1.591	\$1.591
South Africa, Republic of	\$0.249	\$0.249
Spain	\$0.070	\$0.070
Sri Lanka	\$1.179	\$1.179
St. Helena	\$1.353	\$1.353
St. Kitts	\$0.496	\$0.496
St. Lucia	\$0.549	\$0.549
St. Pierre & Miquelon	\$0.438	\$0.438
St. Vincent & The Grenadines	\$0.585	\$0.585
Sudan	\$1.522	\$1.522
Suriname, Republic of	\$0.925	\$0.925
Swaziland	\$0.780	\$0.780
Sweden	\$0.097	\$0.097
Switzerland	\$0.088	\$0.088
Syrian Arab Republic	\$1.191	\$1.191
Taiwan	\$0.135	\$0.135
Tajikistan	\$1.005	\$1.005
Tanzania	\$0.816	\$0.816
Thailand	\$0.314	\$0.314
Togo, Republic of	\$0.856	\$0.856
Tonga Islands	\$1.185	\$1.185
Trinidad & Tobago	\$0.324	\$0.324
Tunisia	\$0.728	\$0.728
Turkey	\$0.299	\$0.299
Turkmenistan	\$1.007	\$1.007
Turks & Caicos Islands	\$0.538	\$0.538
Tuvalu	\$2.140	\$2.140
Uganda	\$0.777	\$0.777
Ukraine	\$0.361	\$0.361
United Arab Emirates	\$0.660	\$0.660
United Kingdom	\$0.052	\$0.052
Uruguay	\$0.389	\$0.389
Uzbekistan	\$1.022	\$1.022
Vanuatu, Republic of	\$1.608	\$1.608

Please sign by November 24, 2019

For AT&T Administrative Use Only

Master Agreement No. 136115UA  
 Pricing Schedule No. 79475  
 Original Effective Date: October 30, 2017  
 Effective Date of Amendment: \_\_\_\_\_

**Amended and Restated Pricing Schedule for AT&T SDN OneNet Service**

Venezuela	\$0.197	\$0.197
Vietnam, Socialist Republic of	\$0.724	\$0.724
Wallis & Fortuna Islands	\$1.402	\$1.402
Western Samoa	\$1.065	\$1.065
Yemen, Republic of	\$0.797	\$0.797
Zaire, Republic of	\$0.823	\$0.823
Zambia	\$0.709	\$0.709
Zimbabwe	\$0.694	\$0.694
* Billed in initial increments of 18 seconds and in 6 second increments thereafter		

## ATTACHMENT B



**Cook County**  
**Office of the Chief Procurement Officer**  
**Identification of Subcontractor/Supplier/Subconsultant Form**

<b>OCPO ONLY:</b>
<input type="radio"/> Disqualification
<input checked="" type="radio"/> Check Complete

The Bidder/Proposer/Respondent ("the Contractor") will fully complete and execute and submit an Identification of Subcontractor/Supplier/Subconsultant Form ("ISF") with each Bid, Request for Proposal, and Request for Qualification. **The Contractor must complete the ISF for each Subcontractor, Supplier or Subconsultant which shall be used on the Contract.** In the event that there are any changes in the utilization of Subcontractors, Suppliers or Subconsultants, the Contractor must file an updated ISF.

Bid/RFP/RFQ No.: 1718-16625	Date: 11.1.2019
Total Bid or Proposal Amount: \$35,000,000.00	Contract Title: Cook County Voice and Data Services
Contractor: AT&T Corp	Subcontractor/Supplier/ Subconsultant to be added or substitute: N/A
Authorized Contact for Contractor: Keneese McNamer	Authorized Contact for Subcontractor/Supplier/ Subconsultant: N/A
Email Address (Contractor): km1312@att.com	Email Address (Subcontractor): N/A
Company AT&T Corp. (Contractor):	Company Address (Subcontractor): 225 W. Randolph
City, State and Zip (Contractor): Chicago, Il. 60606	City, State and Zip (Subcontractor): N/A
Telephone and Fax (Contractor) 312-307-7045	Telephone and Fax (Subcontractor) N/A
Estimated Start and Completion Dates (Contractor) October/2017	Estimated Start and Completion Dates (Subcontractor) N/A

**Note:** Upon request, a copy of all written subcontractor agreements must be provided to the OCPO.

<u>Description of Services or Supplies</u>	<u>Total Price of Subcontract for Services or Supplies</u>
N/A	

The subcontract documents will incorporate all requirements of the Contract awarded to the Contractor as applicable. The subcontract will in no way hinder the Subcontractor/Supplier/Subconsultant from maintaining its progress on any other contract on which it is either a Subcontractor/Supplier/Subconsultant or principal contractor. This disclosure is made with the understanding that the Contractor is not under any circumstances relieved of its abilities and obligations, and is responsible for the organization, performance, and quality of work. **This form does not approve any proposed changes, revisions or modifications to the contract approved MBE/WBE Utilization Plan. Any changes to the contract's approved MBE/WBE/Utilization Plan must be submitted to the Office of the Contract Compliance.**

Contractor: AT&T Cop

Name \_\_\_\_\_  
 Keneese McNamer  
 Title Client Solutions Executive III Date 11/7/2019  
 Prime Contractor Signature Keneese McNamer



OFFICE OF CONTRACT COMPLIANCE

**EDWARD H. OLIVIERI**

CONTRACT COMPLIANCE DIRECTOR

118 N. Clark, County Building, Room 1020 • Chicago, Illinois 60602 • (312) 603-5502

December 11, 2019

**TONI PRECKWINKLE**

PRESIDENT

**Cook County Board  
of Commissioners**

BRANDON JOHNSON

1st District

DENNIS DEER

2nd District

BILL LOWRY

3rd District

STANLEY MOORE

4th District

DEBORAH SIMS

5th District

DONNA MILLER

6th District

ALMA E. ANAYA

7th District

LUIS ARROYO, JR

8th District

PETER N. SILVESTRI

9th District

BRIDGET GAINER

10th District

JOHN P. DALEY

11th District

BRIDGET DEGNEN

12th District

LARRY SUFFREDIN

13th District

SCOTT R. BRITTON

14th District

KEVIN B. MORRISON

15th District

JEFFREY R. TOBOLSKI

16th District

SEAN M. MORRISON

17th District

Mr. Raffi Sarrafian  
Chief Procurement Officer  
118 N. Clark Street  
County Building-Room 1018  
Chicago, IL 60602

Re: Contract No.: 1718-16625 Amendment No. 1  
Telecommunication Services  
Bureau of Technology

Dear Mr. Sarrafian:

The Office of Contract Compliance is in receipt of the above-referenced contract amendment and has determined this amendment does not require the Office of Contract Compliance to review for MBE/WBE compliance with the Minority- and Women- owned Business Enterprises (MBE/WBE) Ordinance.

Sincerely,

Edward H. Olivieri  
Contract Compliance Director  
EHO/ae

Cc: Angela Sanchez, OCPO  
Jim Gavin, BOT  
Carlyn Augustave, BOT



**Cook County  
Office of the Chief Procurement Officer**

**ECONOMIC DISCLOSURE STATEMENT  
RECERTIFICATION AFFIDAVIT**

Disclosing Party Name AT&T Corp. Contract# 1718-16625  
Address One AT&T Way City Bedminster  
County \_\_\_\_\_ State NJ Zip 07921-0752  
Phone 312-307-7045 Email km1312@att.com

This recertification is being submitted in connection with **Contract 1718-16625 Telecommunication Services**. Under penalty of perjury, the person signing below: (1) warrants that he/she is authorized to execute this Economic Disclosure Statement (“EDS”) recertification on behalf of the Disclosing Party, (2) warrants that all certifications and statements contained in the Disclosing Party’s original EDS dated August 9th 2017 are true, accurate and complete as of the date furnished to the County and continue to be true, accurate and complete as of the date of this recertification, and (3) reaffirms its acknowledgments.

Recertification of:

- Certifications SECTION 2 AT&T Updated Principle Officers list attached
- Economic and Other Disclosures SECTION 3
- Cook County Child Support Affidavit (Please submit any additional Child Support Obligations as an attachment to this form)
- Cook County Disclosure of Ownership Interest Statement
- Cook County Board of Ethics Familial Relationship Disclosure Form
- Cook County Affidavit for Wage Theft Ordinance SECTION 4



IMPORTANT: If you are unable to recertify any section(s) your previous EDS, please submit a truthful, fully updated version of that section(s) of the EDS including separate signatures where required.

AT&T Corp.  
(Print or type legal name of Disclosing Party)

Date: 11/7/2019

By:

Keneese McNamer

(sign here)

Print or type name of signatory:

Keneese McNamer

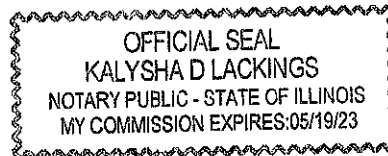
Title of signatory:

Client Solutions Executive III

Signed and sworn to before me on [date] 12/04/2019, by  
KENESE MCNAMER at WILL County, ILLINOIS [state].

Kalysha D Lackings Notary Public.

Commission expires: MAY 19, 2023.



**SECRETARY'S CERTIFICATE**

The undersigned, Marilyn S. Spracker, Assistant Secretary, AT&T Corp. (the "Company"), a corporation duly organized and validly existing under the laws of the State of New York, does hereby certify:

1. That she is a duly elected, qualified and acting Assistant Secretary of the Company.
2. That Keneese M. McNamer has the authority to sign on behalf of the Company the attached Economic Disclosure Statement Recertification Affidavit.
3. That she is one of the fully authorized and proper officers of the Company to make certificates on its behalf and that she has caused this Certificate to be executed and the seal of the Company affixed hereto on this 7th day of January 2020.

AT&T Corp.



Marilyn S. Spracker  
Assistant Secretary

[CORPORATE SEAL]



**COOK COUNTY  
ECONOMIC DISCLOSURE STATEMENT  
AND EXECUTION DOCUMENT  
INDEX**

Section	Description	Pages
1	Instructions for Completion of EDS	EDS i - ii
2	Certifications	EDS 1-2
3	Economic and Other Disclosures, Affidavit of Child Support Obligations, Disclosure of Ownership Interest and Familial Relationship Disclosure Form	EDS 3 - 12
4	Cook County Affidavit for Wage Theft Ordinance	EDS 13-14
5	Contract and EDS Execution Page	EDS 15-17
6	Cook County Signature Page	EDS 18

**SECTION 1**  
**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 Proposer responding to a Request for Proposals, and every Respondent responding to a Request for Qualifications, and others as required by the Chief Procurement Officer. The execution of the EDS shall serve as the execution of a contract awarded by the County. The Chief Procurement Officer reserves the right to request that the Bidder or Proposer, or Respondent provide an updated EDS on an annual basis.

**Definitions.** 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, as applicable.

*Affiliate* means a person that directly or indirectly through one or more intermediaries, Controls is Controlled by, or is under common Control with the Person specified.

*Applicant* means a person who executes this EDS.

*Bidder* means any person who submits a Bid.

*Code* means the Code of Ordinances, Cook County, Illinois available on [municode.com](http://municode.com).

*Contract* shall include any written document to make Procurements by or on behalf of Cook County.

*Contractor or Contracting Party* means a person that enters into a Contract with the County.

*Control* means the unfettered authority to directly or indirectly manage governance, administration, work, and all other aspects of a business.

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

*Joint Venture* means an association of two or more Persons proposing to perform a for-profit business enterprise. Joint Ventures must have an agreement in writing specifying the terms and conditions of the relationship between the partners and their relationship and respective responsibility for the Contract

*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 who lobbies.

*Person or Persons* means any individual, corporation, partnership, Joint Venture, trust, association, Limited Liability Company, sole proprietorship or other legal entity.

*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.

*Proposal* means a response to an RFP.

*Proposer* means a person submitting a Proposal.

*Response* means response to an RFQ.

*Respondent* means a person responding to an RFQ.

*RFP* means a Request for Proposals issued pursuant to this Procurement Code.

*RFQ* means a Request for Qualifications issued to obtain the qualifications of interested parties.

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

**Section 1: Instructions.** Section 1 sets forth the instructions for completing and executing this EDS.

**Section 2: Certifications.** Section 2 sets forth certifications that are required for contracting parties under the Code and other applicable laws. 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 3: Economic and Other Disclosures Statement.** Section 3 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 Applicant to the warranties, representations, agreements and acknowledgements contained therein.

**Required Updates.** The Applicant is required to keep all information provided in this EDS current and accurate. In the event of any change in the information provided, including but not limited to any change which would render inaccurate or incomplete any certification or statement made in this EDS, the Applicant shall supplement this EDS up to the time the County takes action, by filing an amended EDS or such other documentation as is required.

**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, and the Applicant is expected to comply fully with these ordinances. For further information please contact the Director of Ethics at (312) 603-4304 (69 W. Washington St. Suite 3040, Chicago, IL 60602) or visit the web-site at [cookcountyil.gov/ethics-board-of](http://cookcountyil.gov/ethics-board-of).

**Authorized Signers of Contract and EDS Execution Page.** If the Applicant is a corporation, the President and Secretary must execute the EDS. In the event that this EDS is executed by someone other than the President, attach hereto a certified copy of that section of the Corporate By-Laws or other authorization by the Corporation, satisfactory to the County that permits the person to execute EDS for said corporation. 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.

If the Applicant is a partnership or joint venture, all partners or joint venturers must execute the EDS, unless one partner or joint venture has been authorized to sign for the partnership or joint venture, in which case, the partnership agreement, resolution or evidence of such authority satisfactory to the Office of the Chief Procurement Officer must be submitted with this Signature Page.

If the Applicant is a member-managed LLC all members must execute the EDS, unless otherwise provided in the operating agreement, resolution or other corporate documents. If the Applicant is a manager-managed LLC, the manager(s) must execute the EDS. The Applicant must attach either a certified copy of the operating agreement, resolution or other authorization, satisfactory to the County, demonstrating such person has the authority to execute the EDS on behalf of the LLC. If the LLC is not registered in the State of Illinois, a copy of a current Certificate of Good Standing from the state of incorporation must be submitted with this Signature Page.

If the Applicant is a Sole Proprietorship, the sole proprietor must execute the EDS.

A "Partnership" "Joint Venture" or "Sole Proprietorship" operating under an Assumed Name must be registered with the Illinois county in which it is located, as provided in 805 ILCS 405 (2012), and documentation evidencing registration must be submitted with the EDS.

Effective October 1, 2016 all foreign corporations and LLCs must be registered with the Illinois Secretary of State's Office unless a statutory exemption applies to the applicant. Applicants who are exempt from registering must provide a written statement explaining why they are exempt from registering as a foreign entity with the Illinois Secretary of State's Office.



## SECTION 2

CERTIFICATIONS

THE FOLLOWING CERTIFICATIONS ARE MADE PURSUANT TO STATE LAW AND THE CODE. THE APPLICANT IS CAUTIONED TO CAREFULLY READ THESE CERTIFICATIONS PRIOR TO SIGNING THE SIGNATURE PAGE. SIGNING THE SIGNATURE PAGE SHALL CONSTITUTE A WARRANTY BY THE APPLICANT 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 APPLICANT IS NOTIFIED THAT IF THE COUNTY LEARNS THAT ANY OF THE FOLLOWING CERTIFICATIONS WERE FALSELY MADE, THAT ANY CONTRACT ENTERED INTO WITH THE APPLICANT 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 subparagraphs (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 APPLICANT HEREBY CERTIFIES THAT:** The Applicant has read the provisions of Section A, Persons and Entities Subject to Disqualification, that the Applicant has not committed any Prohibited Act set forth in Section A, and that award of the Contract to the Applicant would not violate the provisions of such Section or of the Code.

**B. BID-RIGGING OR BID ROTATING**

**THE APPLICANT HEREBY CERTIFIES THAT:** In accordance with 720 ILCS 5/33 E-11, neither the Applicant 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 APPLICANT HEREBY CERTIFIES THAT:** The Applicant will provide a drug free workplace, as required by (30 ILCS 580/3).

**D. DELINQUENCY IN PAYMENT OF TAXES**

**THE APPLICANT HEREBY CERTIFIES THAT:** *The Applicant is not an owner or a party responsible for the payment of any tax or fee administered by Cook County, such as bar award of a contract or subcontract pursuant to the Code, Chapter 34, Section 34-171.*

**E. HUMAN RIGHTS ORDINANCE**

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

**F. ILLINOIS HUMAN RIGHTS ACT**

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

**G. INSPECTOR GENERAL (COOK COUNTY CODE, CHAPTER 34, SECTION 34-174 and Section 34-250)**

The Applicant has not willfully failed to cooperate in an investigation by the Cook County Independent Inspector General or to report to the Independent Inspector General any and all information concerning conduct which they know to involve corruption, or other criminal activity, by another county employee or official, which concerns his or her office of employment or County related transaction.

The Applicant has reported directly and without any undue delay any suspected or known fraudulent activity in the County's Procurement process to the Office of the Cook County Inspector General.

**H. CAMPAIGN CONTRIBUTIONS (COOK COUNTY CODE, CHAPTER 2, SECTION 2-585)**

**THE APPLICANT CERTIFIES THAT:** It has read and shall comply with the Cook County's Ordinance concerning campaign contributions, which is codified at Chapter 2, Division 2, Subdivision II, Section 585, and can be read in its entirety at [www.municode.com](http://www.municode.com).

**I. GIFT BAN, (COOK COUNTY CODE, CHAPTER 2, SECTION 2-574)**

**THE APPLICANT CERTIFIES THAT:** It has read and shall comply with the Cook County's Ordinance concerning receiving and soliciting gifts and favors, which is codified at Chapter 2, Division 2, Subdivision II, Section 574, and can be read in its entirety at [www.municode.com](http://www.municode.com).

**J. LIVING WAGE ORDINANCE PREFERENCE (COOK COUNTY CODE, CHAPTER 34, SECTION 34-160;**

Unless expressly waived by the Cook County Board of Commissioners, 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 annually by the Chief Financial Officer of the County, and shall be posted on the Chief Procurement Officer's website.

The term "Contract" as used in Section 4, I, of this EDS, 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) Cook County Works Department;
- 4) Sheriff's Work Alternative Program; and
- 5) Department of Correction inmates.

SECTION 3

REQUIRED DISCLOSURES

1. DISCLOSURE OF LOBBYIST CONTACTS N/A

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

Name	Address
N/A	

2. LOCAL BUSINESS PREFERENCE STATEMENT (CODE, CHAPTER 34, SECTION 34-230)

Local business means a Person, including a foreign corporation authorized to transact business in Illinois, having a bona fide establishment located within the County at which it is transacting business on the date when a Bid is submitted to the County, and which employs the majority of its regular, full-time work force within the County. A Joint Venture shall constitute a Local Business if one or more Persons that qualify as a "Local Business" hold interests totaling over 50 percent in the Joint Venture, even if the Joint Venture does not, at the time of the Bid submittal, have such a bona fide establishment within the County.

a) Is Applicant a "Local Business" as defined above?

Yes:  No:

b) If yes, list business addresses within Cook County:

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c) Does Applicant employ the majority of its regular full-time workforce within Cook County?

Yes:  No:  AT&T Corp. is a national company which operates throughout the U.S. and has employees throughout the U.S. to support business operations

3. THE CHILD SUPPORT ENFORCEMENT ORDINANCE (CODE, CHAPTER 34, SECTION 34-172)

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 (EDS-5) and complete the Affidavit, based on the instructions in the Affidavit.

**4. REAL ESTATE OWNERSHIP DISCLOSURES.**

The Applicant 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 Applicant in Cook County:

PERMANENT INDEX NUMBER(S): Please see attached list of real estate holdings throughout Cook County.

\_\_\_\_\_  
\_\_\_\_\_  
**(ATTACH SHEET IF NECESSARY TO LIST ADDITIONAL INDEX NUMBERS)**

OR:

- b)  The Applicant owns no real estate in Cook County.

**5. EXCEPTIONS TO CERTIFICATIONS OR DISCLOSURES.**

If the Applicant 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 Applicant 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 Applicant certified to all Certifications and other statements contained in this EDS.

4. Real Estate Ownership Disclosure List

State	County	Parcel Number	Assessor	Address 1	Parcel Type	Company (Prop Tax)
Illinois	Cook County, IL	04-28-200-044-0000	IL-Cook	1900 PICKWICK AVE	Real Estate	AT&T NETWORK
Illinois	Cook County, IL	08-07-403-020-0000	IL-Cook	3820 GOLF ROAD	Real Estate	AT&T NETWORK
Illinois	Cook County, IL	15-09-207-038-0000	IL-Cook	2717 ST. CHARLES ROAD	Real Estate	AT&T NETWORK
Illinois	Cook County, IL	17-16-103-001-0000	IL-Cook	9 S CLINTON ST	Real Estate	AT&T NETWORK
Illinois	Cook County, IL	17-16-103-016-1001	IL-Cook	10 S CANAL 3DA CONDO	Real Estate	AT&T NETWORK
Illinois	Cook County, IL	17-16-244-045-0000	IL-Cook	85 W CONGRESS	Real Estate	AT&T NETWORK
Illinois	Cook County, IL	20-28-407-004-0000	IL-Cook	7627 S STEWART AVE	Real Estate	AT&T NETWORK
Illinois	Cook County, IL	20-28-407-023-0000	IL-Cook	7601 S STEWART AVE	Real Estate	AT&T NETWORK

**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.

"Person" "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. A Person 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 Corp.

D/B/A: \_\_\_\_\_ FEIN NO.: 13-4924710

Street Address: One AT&T Way

City: Bedminster State: NJ Zip Code: 07921-0752

Phone No.: 312-364-2982 Fax Number: \_\_\_\_\_ Email: \_\_\_\_\_

Cook County Business Registration Number: \_\_\_\_\_  
(Sole Proprietor, Joint Venture Partnership)

Corporate File Number (if applicable): 00157881

**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 Person 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.	208 S. Akard Street Dallas, TX 75202	100%

2. If the interest of any Person 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, and the relationship under which such control is being or may be exercised.

Name	Address	Percentage of Beneficial Interest	Relationship

**Corporate Officers, Members and Partners Information:**

For all corporations, list the names, addresses, and terms for all corporate officers. For all limited liability companies, list the names, addresses for all members. For all partnerships and joint ventures, list the names, addresses, for each partner or joint venture.

Name	Address	Title (specify title of Office, or whether manager or partner/joint venture)	Term of Office
Please see the attached listing of the officers of AT&T Corp.			N/A

**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.

**AT&T Corp. Principal Officers as of 10/23/2019**

Anne Chow  
208 S. Akard St., Dallas, TX 75202

President and Chief Executive Officer

Frank Jules  
208 S. Akard St., Dallas, TX 75202

President - Global Business

Xavier D. Williams  
208 S. Akard St., Dallas, TX 75202

President – Government Solutions and National Business

Barmak Meftah  
1100 Park Pl., Ste. 300  
San Mateo, CA 94403

President – AT&T Cybersecurity Solutions & CEO-AlienVault

Jeston B. Dumas  
208 S. Akard St., Dallas, TX 75202

Chief Financial Officer and Treasurer

Mo Katibeh  
208 S. Akard St., Dallas, TX 75202

Executive Vice President & Chief Marketing Officer

Richard B. Welday, Jr.  
208 S. Akard St., Dallas, TX 75202

Executive Vice President – Business and WarnerMedia Go-to-Market

Sorabh Saxena  
208 S. Akard St., Dallas, TX 75202

Executive Vice President – Global Operations and Services

Stacey Marx  
2900 W. Plano Parkway, Flr. 3  
Plano, TX 75075

Senior Vice President and Channel Chief – Partner Solutions

Keith W. Korte  
208 S. Akard St., Dallas, TX 75202

Senior Vice President – Field Operations West

Juan Flores  
208 S. Akard St., Dallas, TX 75202

Senior Vice President – Field Operations East

Darryl Guy  
208 S. Akard St., Dallas, TX 75202

Senior Vice President and General Counsel

Stephen A. McGaw  
208 S. Akard St., Dallas, TX 75202

Senior Vice President - Corporate Strategy and Development

Wayne A. Wirtz  
208 S. Akard St., Dallas, TX 75202

Secretary

Marilyn S. Spracker  
225 W. Randolph St., Z1  
Chicago, IL 60606-1838

Assistant Secretary





**COOK COUNTY BOARD OF ETHICS**  
 69 W. WASHINGTON STREET, SUITE 3040  
 CHICAGO, ILLINOIS 60602  
 312/603-4304 Office 312/603-9988 Fax

**FAMILIAL RELATIONSHIP DISCLOSURE PROVISION**

**Nepotism Disclosure Requirement:**

Doing a significant amount of business with the County requires that you disclose to the Board of Ethics the existence of any familial relationships with any County employee or any person holding elective office in the State of Illinois, the County, or in any municipality within the County. The Ethics Ordinance defines a significant amount of business for the purpose of this disclosure requirement as more than \$25,000 in aggregate County leases, contracts, purchases or sales in any calendar year.

If you are unsure of whether the business you do with the County or a County agency will cross this threshold, err on the side of caution by completing the attached familial disclosure form because, among other potential penalties, any person found guilty of failing to make a required disclosure or knowingly filing a false, misleading, or incomplete disclosure will be prohibited from doing any business with the County for a period of three years. The required disclosure should be filed with the Board of Ethics by January 1 of each calendar year in which you are doing business with the County and again with each bid/proposal/quotation to do business with Cook County. The Board of Ethics may assess a late filing fee of \$100 per day after an initial 30-day grace period.

The person that is doing business with the County must disclose his or her familial relationships. If the person on the County lease or contract or purchasing from or selling to the County is a business entity, then the business entity must disclose the familial relationships of the individuals who are and, during the year prior to doing business with the County, were:

- its board of directors,
- its officers,
- its employees or independent contractors responsible for the general administration of the entity,
- its agents authorized to execute documents on behalf of the entity, and
- its employees who directly engage or engaged in doing work with the County on behalf of the entity.

Do not hesitate to contact the Board of Ethics at (312) 603-4304 for assistance in determining the scope of any required familial relationship disclosure.

**Additional Definitions:**

“*Familial relationship*” means a person who is a spouse, domestic partner or civil union partner of a County employee or State, County or municipal official, or any person who is related to such an employee or official, whether by blood, marriage or adoption, as a:

- |                                  |  |                                       |
|----------------------------------|--|---------------------------------------|
| <input type="checkbox"/> Parent  | <input type="checkbox"/> Grandparent     | <input type="checkbox"/> Stepfather   |
| <input type="checkbox"/> Child   | <input type="checkbox"/> Grandchild      | <input type="checkbox"/> Stepmother   |
| <input type="checkbox"/> Brother | <input type="checkbox"/> Father-in-law   | <input type="checkbox"/> Stepson      |
| <input type="checkbox"/> Sister  | <input type="checkbox"/> Mother-in-law   | <input type="checkbox"/> Stepdaughter |
| <input type="checkbox"/> Aunt    | <input type="checkbox"/> Son-in-law      | <input type="checkbox"/> Stepbrother  |
| <input type="checkbox"/> Uncle   | <input type="checkbox"/> Daughter-in-law | <input type="checkbox"/> Stepsister   |
| <input type="checkbox"/> Niece   | <input type="checkbox"/> Brother-in-law  | <input type="checkbox"/> Halfbrother  |
| <input type="checkbox"/> Nephew  | <input type="checkbox"/> Sister-in-law   | <input type="checkbox"/> Halfsister   |

**COOK COUNTY DISCLOSURE OF OWNERSHIP INTEREST STATEMENT SIGNATURE PAGE**

**Denise M. Cuffie**

Name of Authorized Applicant/Holder Representative (please print or type)

**Sales Performance Reporting Manager**

Title

**August 9, 2017**

Date

**410.564.0942**

Phone Number

Signature

**denise.cuffie@att.com**

E-mail address

Subscribed to and sworn before me  
this 9th day of August, 2017

My commission expires:

**3/26/2018**

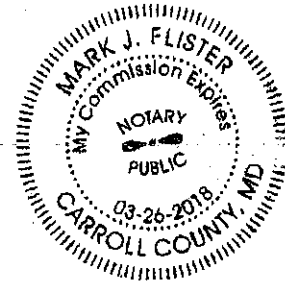
X

*[Handwritten Signature]*

Notary Public Signature

**Mark J. Flister**

Notary Seal



COOK COUNTY BOARD OF ETHICS  
FAMILIAL RELATIONSHIP DISCLOSURE FORM

**A. PERSON DOING OR SEEKING TO DO BUSINESS WITH THE COUNTY**

Name of Person Doing Business with the County: AT&T Corp

Address of Person Doing Business with the County: 225 W. Randolph St. Chicago, IL 60606

Phone number of Person Doing Business with the County: 312-364-2982

Email address of Person Doing Business with the County: km1312@att.com

If Person Doing Business with the County is a Business Entity, provide the name, title and contact information for the individual completing this disclosure on behalf of the Person Doing Business with the County:

Denise M. Cuffie Sales Performance Reporting Manager 410.564.0942 denise.cuffie@att.com

**B. DESCRIPTION OF BUSINESS WITH THE COUNTY**

*Append additional pages as needed and for each County lease, contract, purchase or sale sought and/or obtained during the calendar year of this disclosure (or the proceeding calendar year if disclosure is made on January 1), identify:*

The lease number, contract number, purchase order number, request for proposal number and/or request for qualification number associated with the business you are doing or seeking to do with the County: 1718-16625

The aggregate dollar value of the business you are doing or seeking to do with the County: \$ 35,000,000

The name, title and contact information for the County official(s) or employee(s) involved in negotiating the business you are doing or seeking to do with the County: Doug Coupland, Director, 312-603-1488 and William Campbell-Bezal, William.Campbell-Bezal@cookcountyil.gov

The name, title and contact information for the County official(s) or employee(s) involved in managing the business you are doing or seeking to do with the County: Doug Coupland, Director 312-603-1488

**C. DISCLOSURE OF FAMILIAL RELATIONSHIPS WITH COUNTY EMPLOYEES OR STATE, COUNTY OR MUNICIPAL ELECTED OFFICIALS**

*Check the box that applies and provide related information where needed*

The Person Doing Business with the County is an individual and there is no familial relationship between this individual and any Cook County employee or any person holding elective office in the State of Illinois, Cook County, or any municipality within Cook County.

The Person Doing Business with the County is a business entity and there is no familial relationship between any member of this business entity's board of directors, officers, persons responsible for general administration of the business entity, agents authorized to execute documents on behalf of the business entity or employees directly engaged in contractual work with the County on behalf of the business entity, and any Cook County employee or any person holding elective office in the State of Illinois, Cook County, or any municipality within Cook County.

**COOK COUNTY BOARD OF ETHICS  
FAMILIAL RELATIONSHIP DISCLOSURE FORM**

- The Person Doing Business with the County is an individual and there is a familial relationship between this individual and at least one Cook County employee and/or a person or persons holding elective office in the State of Illinois, Cook County, and/or any municipality within Cook County. The familial relationships are as follows:

Name of Individual Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

*If more space is needed, attach an additional sheet following the above format.*

- The Person Doing Business with the County is a business entity and there is a familial relationship between at least one member of this business entity's board of directors, officers, persons responsible for general administration of the business entity, agents authorized to execute documents on behalf of the business entity and/or employees directly engaged in contractual work with the County on behalf of the business entity, on the one hand, and at least one Cook County employee and/or a person holding elective office in the State of Illinois, Cook County, and/or any municipality within Cook County, on the other. The familial relationships are as follows:

Name of Member of Board of Director for Business Entity Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Name of Officer for Business Entity Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

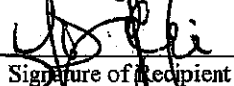
Name of Person Responsible for the General Administration of the Business Entity Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship*
---	--	--	----------------------------------


Name of Agent Authorized to Execute Documents for Business Entity Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship*
--	--	--	----------------------------------


Name of Employee of Business Entity Directly Engaged in Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship*
--	--	--	----------------------------------


*If more space is needed, attach an additional sheet following the above format.*

**VERIFICATION:** To the best of my knowledge, the information I have provided on this disclosure form is accurate and complete. I acknowledge that an inaccurate or incomplete disclosure is punishable by law, including but not limited to fines and debarment.

  
Signature of Recipient

August 9, 2017  
Date

**SUBMIT COMPLETED FORM TO:** Cook County Board of Ethics  
69 West Washington Street, Suite 3040, Chicago, Illinois 60602  
Office (312) 603-4304 – Fax (312) 603-9988  
CookCounty.Ethics@cookcountyil.gov

\* Spouse, domestic partner, civil union partner or parent, child, sibling, aunt, uncle, niece, nephew, grandparent or grandchild by blood, marriage (i.e. in laws and step relations) or adoption.

SECTION 4

**COOK COUNTY AFFIDAVIT FOR WAGE THEFT ORDINANCE**

Effective May 1, 2015, every Person, including Substantial Owners, seeking a Contract with Cook County must comply with the Cook County Wage Theft Ordinance set forth in Chapter 34, Article IV, Section 179. Any Person/Substantial Owner, who fails to comply with Cook County Wage Theft Ordinance, may request that the Chief Procurement Officer grant a reduction or waiver in accordance with Section 34-179(d).

"Contract" means any written document to make Procurements by or on behalf of Cook County.

"Person" means any individual, corporation, partnership, Joint Venture, trust, association, limited liability company, sole proprietorship or other legal entity.

"Procurement" means obtaining supplies, equipment, goods, or services of any kind.

"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 Persons/Substantial Owners are required to complete this affidavit and comply with the Cook County Wage Theft Ordinance before any Contract is awarded. 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.

**I. Contract Information:**

Contract Number: 1718-16625

County Using Agency (requesting Procurement): Bureau of Technology (BOT)

**II. Person/Substantial Owner Information:**

Person (Corporate Entity Name): AT&T Corp.

Substantial Owner Complete Name: AT&T Inc.

FEIN# 13-4924710

Date of Birth: N/A

E-mail address: N/A

Street Address: One AT&T Way

City: Bedminster

State: NJ

Zip: 07921

Home Phone: ( ) N/A

**III. Compliance with Wage Laws:**

Within the past five years has the Person/Substantial Owner, in any judicial or administrative proceeding, been convicted of, entered a plea, made an admission of guilt or liability, or had an administrative finding made for committing a repeated or willful violation of any of the following laws:

- No *Illinois Wage Payment and Collection Act, 820 ILCS 115/1 et seq.,*
- No *Illinois Minimum Wage Act, 820 ILCS 105/1 et seq.,*
- No *Illinois Worker Adjustment and Retraining Notification Act, 820 ILCS 65/1 et seq.,*
- No *Employee Classification Act, 820 ILCS 185/1 et seq.,*
- No *Fair Labor Standards Act of 1938, 29 U.S.C. 201, et seq.,*
- No *Any comparable state statute or regulation of any state, which governs the payment of wages*

If the Person/Substantial Owner answered "Yes" to any of the questions above, it is ineligible to enter into a Contract with Cook County, but can request a reduction or waiver under **Section IV**.

**IV. Request for Waiver or Reduction**

If Person/Substantial Owner answered "Yes" to any of the questions above, it may request a reduction or waiver in accordance with Section 34-179(d), provided that the request for reduction of waiver is made on the basis of one or more of the following actions that have taken place:

- No *There has been a bona fide change in ownership or Control of the ineligible Person or Substantial Owner*
- No *Disciplinary action has been taken against the individual(s) responsible for the acts giving rise to the violation*
- No *Remedial action has been taken to prevent a recurrence of the acts giving rise to the disqualification or default*
- No *Other factors that the Person or Substantial Owner believe are relevant.*

The Person/Substantial Owner must submit documentation to support the basis of its request for a reduction or waiver. The Chief Procurement Officer reserves the right to make additional inquiries and request additional documentation.

**V. Affirmation**

The Person/Substantial Owner affirms that all statements contained in the Affidavit are true, accurate and complete.

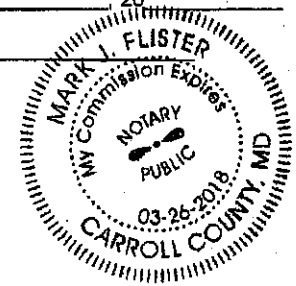
Signature: *[Handwritten Signature]* Date: August 9, 2017

Name of Person signing (Print): Denise M. Cuffie Title: Sales Performance Reporting Manager

Subscribed and sworn to before me this 9th day of August, 2017

X *[Handwritten Signature]*  
Notary Public Signature

MARK J. FLISTER  
Notary Seal



Note: The above information is subject to verification prior to the award of the Contract.

**AT&T SOA Delegation of Authority Authorization Form**

3/28/2017  
Effective Date

3/28/2018  
Expiration Date

In accordance with the Schedule of Authorizations for Affiliates of AT&T (inc.), authority is delegated to the following employee:

Glenn C. Girard, Sr. Customer Contracts  
Employee (Delegator) Name and Title  
*Glenn C. Girard*  
Delegator Signature

2  
Manager Level  
3/28/2017  
Date

GG8988  
ATTUID

**Reason for delegation and/or indication of specific delegated transaction or limitations:**

(check one of the boxes below)

- Surrogate Delegation Of Authority**  
*Used by a manager who will be out of the office for a specific time to designate another manager in the work group to authorize on their behalf. For set up in CAPS, do not use this form, refer to directions in Section 15 of the CAPS Payment Request Guide.*

- For Special Delegation Of Authority Only**  
*Used when assigning specific authority to a Manager for a period of time no longer than a year.*  
Reason: *Applicable only to the presignature or countersignature of reviewed and approved AT&T customer contracts per Company approved methods and procedures; may be revoked at any time.*

**Delegated by:**

Nancy B. Fischette, Director Sales Operations  
Employee (Delegator) Name and Title  
*Nancy Fischette*  
Delegator Signature

3  
Manager Level  
28 March 2017  
Date

NF4619  
ATTUID

**Check box and complete when applicable (see SOA Sch.1-1 #22).**

- Prior to my approving this Delegation and signing this form, I reviewed this Delegation with Enter name on Enter date (and, if applicable, with the Chairman on Enter date).

Set-up in:  CAPS  Home Solutions ERP-EPIC (SAF) and New Horizons (Oracle), Mobility Oracle and JDA

- ➡ The delegator shall retain the original and the delegate shall retain a copy of the original approved delegation form for one year after the delegation period has expired.
- ➡ A copy of this Delegation Of Authority should be attached to any ATTO1105 Forms that are sent to Accounts Payable (AP) for processing.
- ➡ If this Delegation Of Authority requires set-up for processing in SCM Oracle Requisitions or CAPS, email a scanned copy to the Outlook Mailbox: ATT SOA. A confirmation will be sent once set-up is complete.





AT&T Southeast  
875 W. Peachtree St. NE  
Suite 4300  
Atlanta, GA 30375-0001

### SECRETARY'S CERTIFICATE

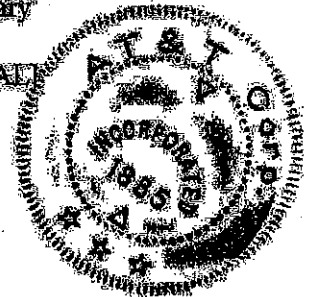
The undersigned, Delores McCarty, Assistant Secretary, AT&T Corp. (the "Company"), a corporation duly organized and validly existing under the laws of the State of New York does hereby certify:

1. That she is a duly elected, qualified and acting Assistant Secretary of the Company.
2. That Glenn C. Girard, Sr. Customer Contracts, has the authority to sign on behalf of the Company the attached EDS Execution Page for Contract #171B-16625 for Cook County.
3. That she is one of the fully authorized and proper officers of the Company to make certificates in its behalf and that she has caused this Certificate to be executed and the seal of the Company to be hereunto appended as of the 11th day of September, 2017.

AT&T CORP.

*Delores McCarty*  
Delores McCarty, Assistant Secretary

[CORPORATE SEAL]



SECTION 5

CONTRACT AND EDS EXECUTION PAGE  
PLEASE EXECUTE THREE ORIGINAL COPIES

The Applicant hereby certifies and warrants that all of the statements, certifications and representations set forth in this EDS are true, complete and correct; that the Applicant is in full compliance and will continue to be in compliance throughout the term of the Contract or County Privilege issued to the Applicant with all the policies and requirements set forth in this EDS; and that all facts and information provided by the Applicant in this EDS are true, complete and correct. The Applicant agrees to inform the Chief Procurement Officer 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.

Execution by Corporation

Corporation's Name **GLENN C. GIRARD**  
**SM CUSTOMER CONTRACTS**  
Telephone **AT&T SERVICES, INC**

*[Handwritten Signature]*  
President's Printed Name and Signature

Secretary Signature

Email  
Date **9-7-2017**

Execution by LLC

LLC Name

\*Member/Manager Printed Name and Signature

Date

Telephone and Email

Execution by Partnership/Joint Venture

Partnership/Joint Venture Name

\*Partner/Joint Venturer Printed Name and Signature

Date

Telephone and Email

Execution by Sole Proprietorship

Printed Name and Signature

Date

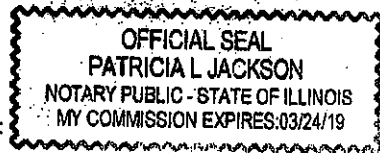
Telephone

Email

Subscribed and sworn to before me this 7<sup>th</sup> day of September, 2017.

*[Handwritten Signature: Patricia L. Jackson]*  
Notary Public Signature

My commission expires: 3/24/19  
Notary Seal





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
06/05/2019

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

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

<b>PRODUCER</b> Marsh USA Inc. 701 Market Street, Suite 1100 St. Louis, MO 63101 Attn: ATT.CertRequest@marsh.com  CN103150778-GAW-GAW-P-19-20 : JWeakl	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): _____ FAX (A/C, No): _____ E-MAIL ADDRESS: _____	
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> Subsidiaries of AT&T Inc. 208 South Akard Street Room 1830.06 Dallas, TX 75202	<b>INSURER A:</b> Old Republic Insurance Company NAIC # 24147	
	<b>INSURER B:</b>	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

**COVERAGES**                      **CERTIFICATE NUMBER:** CHI-007334936-24                      **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		MWZY 31383819	06/01/2019	06/01/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ N/A PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 10,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000
A	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY		MWTB 31383519 MWZX 31383719 (MI) (See Attached)	06/01/2019	06/01/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> <b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	MWC 31363819	06/01/2019	06/01/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Excess Workers' Compensation / Employers' Liability		MWXS 31383919 (OH, WA) 'See Second Page'	06/01/2019	06/01/2020	EL Each Accident / EL Disease 1,000,000 EL Disease-Policy Limit 1,000,000

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

<b>CERTIFICATE HOLDER</b>  Subsidiaries of AT&T Inc.  208 South Akard Street Room 1830.06 Dallas, TX 75202	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE of Marsh USA Inc.  <i>Marasni Mutscher</i>
--	---

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## ADDITIONAL REMARKS SCHEDULE

<b>AGENCY</b> Marsh USA Inc.		<b>NAMED INSURED</b> *Subsidiaries of AT&T Inc. 208 South Akard Street Room 1830.06 Dallas, TX 75202	
<b>POLICY NUMBER</b>		<b>EFFECTIVE DATE:</b>	
<b>CARRIER</b>	<b>NAIC CODE</b>		

### ADDITIONAL REMARKS

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,**  
**FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance**

#### OTHER INSURANCE

Excess Workers' Compensation

Carrier: Old Republic Insurance Company

Policy Number: MWXS 31363919 (OH-WA)

Effective Date: 06/01/19

Expiration: 06/01/20

Self-Insured Retentions

OH & WA - \$500,000,000 (except Terrorism)

OH & WA - \$600,000,000 Terrorism

#### Excess Automobile Liability

Carrier: Old Republic Insurance Company

Policy Number: MWZX 31363719 (MI)

Effective Date: 06/01/19

Expiration: 06/01/20

Combined Single Limit - \$1,000,000

Self-Insured Retention - \$1,000,000

#### Professional Liability

Carrier: Old Republic Insurance Company

Policy Number: MWZZ 31449319

Effective Date: 06/01/19

Expiration: 06/01/20

Limit: \$1,000,000

SIR: \$10,000,000

#### ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO THE ACORD FORM

#### BROAD FORM NAMED INSURED

1st Named Insured amended to:

1. AT&T and any entities of any tier and of any firm, as now exist, previously existed or may hereafter be constituted of which AT&T Inc. owns or owned, directly or indirectly, more than 50% ("Subsidiaries");
2. Any entity of any form as now exists, previously existed or may hereafter be constituted, other than AT&T Inc. or any of its Subsidiaries, in which AT&T has or had directly or indirectly, an ownership interest ("Affiliate") and:
  - a. Of which AT&T Inc. or any of its Subsidiaries or Affiliates is or was a general partner or manager; or
  - b. For which AT&T Inc. or any of its Subsidiaries or Affiliates is or was contractually required to maintain insurance; and
3. Any Affiliate not covered by section 2. Above, but only to the extent that AT&T Inc.'s and/or any of its Subsidiaries' or Affiliates' liability with respect to such Affiliate.

#### COMMERCIAL GENERAL LIABILITY

GL 739 006A 0609 - ADDITIONAL INSURED WHERE REQUIRED UNDER WRITTEN CONTRACT OR AGREEMENT

WHO IS AN INSURED is amended to include any person or organization for whom you have agreed under contract or agreement to provide insurance. However, the insurance provided shall not exceed the scope of coverage or limits of this policy. Notwithstanding the foregoing sentence, in no event shall the insurance provided exceed the scope of coverage or limits required by said contract or agreement.

Where required by contract, we consider our policy to be primary under any other insurance maintained by the additional insured for injury or damage covered by this endorsement and that their policy will be noncontributing with this insurance.



## ADDITIONAL REMARKS SCHEDULE

<b>AGENCY</b> Marsh USA Inc.		<b>NAMED INSURED</b> *Subsidiaries of AT&T Inc. 208 South Akard Street Room 1830.06 Dallas, TX 75202	
<b>POLICY NUMBER</b>		<b>EFFECTIVE DATE:</b>	
<b>CARRIER</b>	<b>NAIC CODE</b>		

### ADDITIONAL REMARKS

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,**  
**FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance**

#### GL 739 045 0612 - BLANKET ADDITIONAL INSURED

Who is an Insured is amended to include any person or organization to whom you have agreed to provide insurance in the absence of a written contract or agreement, and to whom you have issued a Certificate of Insurance.

The insurance provided by the policy through this endorsement shall not exceed either the scope of the coverage or the Limits of Insurance shown on the Certificate of Insurance and shall be limited to "bodily injury", "property damage", or "personal and advertising injury" caused solely by the Insured and its "employees."

Additional Insured status afforded to the Certificate Holder(s) is limited to the ongoing operations of the insured and its "employees."

In addition, coverage shall not extend to "bodily injury", "property damage", or "personal and advertising injury", arising out of the acts or omissions or the negligence of the Certificate Holder, and its employees.

#### CG 20 10 04 13 - ADDITIONAL INSURED - OWNERS, LESSEES, OR CONTRACTORS - SCHEDULED PERSON OR ORGANIZATION

WHO IS AN INSURED is amended to include as an additional insured the person(s) or organization(s) as required by written contract but only for "bodily injury", "property damage" or "personal and advertising injury" caused in whole or in part by: Your acts or omissions; or The acts or omissions of those acting on your behalf; in the performance of your ongoing operations for the additional Insured(s).

#### CG 20 37 04 13 - ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - COMPLETED OPERATIONS

WHO IS AN INSURED is amended to include as additional insured person(s) or organization(s) as required by written contract, with respect to liability for "bodily injury" or "property damage" caused in whole or in part by "your work" for that additional insured and included in the "products-completed operations hazard." However, if coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

#### ADDITIONAL INSURED AMENDMENT - PRIMARY AND NON-CONTRIBUTORY GL 739 042 0612

As respects any person(s) or organization(s) included as an additional insured and with whom you have agreed in a written contract, agreement or permit to provide primary insurance on a non-contributory basis, this insurance will be primary to and non-contributory with any other insurance available to such person(s) or organization(s). In no event shall the insurance provided exceed the scope of coverage or limits required by said contract or agreement.

#### Notice of Cancellation to Certificate Holders

In the event this policy is cancelled for any permissible reason, other than for non-payment of premium, Old Republic Insurance Company shall endeavor to provide advance written notice of cancellation to certificate holders set out in the schedule on file with the Company, after notifying the first Named Insured of such cancellation. Notice of cancellation to certificate holders may be made by any commercially reasonable means, including mail, electronic mail, facsimile transmission or courier service.

#### Waiver of Transfer of Rights of Recovery Against Others to Us

We waive any right of recovery we may have because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract.

#### Duties in the Event Of Occurrence, Offense, Claim Or Suit

- a. You must see to it that we are notified as soon as practicable of an "occurrence" or an offense in which may result in a claim.
- b. Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit" and cooperate with us in the investigation or settlement of the claim or defense against the "suit."
- c. No insured will, except at the insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

#### Workers' compensation and employers' liability

##### WC 00 03 13 - Waiver of our right to recover from others endorsement

We have the right to recover our payments from anyone liable for an injury covered by this policy where permitted by Law. We will not enforce our right against the person or organization liable, provided that you perform work under a written contract that requires you to obtain this agreement from us.