



DEPARTMENT OF PROCUREMENT SERVICES NON-COMPETITIVE REVIEW BOARD (NCRB) APPLICATION

Complete this cover form and the **Non-Competitive Procurement Application Worksheet** in detail. Refer to the page entitled "Instructions for Non-Competitive Procurement Application" for completing this application in accordance with its policy regarding NCRB. Complete "other" subject area if additional information is needed. Subject areas must be fully completed and responses merely referencing attachments will not be accepted and will be immediately rejected.

Department The Office of Emergency Management and Communications Contract Liaison	Originator Name Zachary Williams	Telephone 312.746.9236	Date April 13, 2018	Signature of Application Author
Contract Liaison Rosemary McDonnell	Email Contract Liaison rmdonnell@cityofchicago.org	Telephone 312.746.9369		

List Name of NCRB Attendees/Department	
Frank Lindbloom Zachary Williams Lisa Clark Lylanis Gonzalez	Rosemary McDonnell

Request NCRB review be conducted for the product(s) and/or service(s) described herein.

Company: AT&T

Contact Person: Dominic Savone	Phone: 312.364.6275	Email: ds3972@att.com
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Project Description: The OEMC is requesting a two (2) year time extension for services under PO 14026, "Replacement and Maintenance of the OEMC 911 Public Emergency Systems." This OEMC is requesting a 2 year extension. The extension will include changes to the scope of work, including equipment upgrades/hardware refresh and increased pricing. The OEMC is requesting a vendor limit increase (VLI) of \$15,240,000.

This is a request for:

<input type="checkbox"/> New Contract Contract Type <input type="checkbox"/> Blanket Agreement Term: ____ (# of mo) <input type="checkbox"/> Standard Agreement	<input checked="" type="checkbox"/> Amendment / Modification Type of Modification <input checked="" type="checkbox"/> Time Extension <input checked="" type="checkbox"/> Vendor Limit Increase <input checked="" type="checkbox"/> Scope Change Contract Number: <u>14026</u> Specification Number: <u>47978</u> Modification Number: _____
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Department Request Approval DEPARTMENT HEAD OR DESIGNEE Alicia Tate-Nadeau PRINT NAME	Recommended Approval BOARD CHAIRPERSON Rich Butler PRINT NAME
4/13/18 DATE	5-21-18 DATE

(FOR NCRB USE ONLY)

Recommend Approval/Date: _____

Return to Department/Date: _____

Rejected/Date: _____

SM
5/21/18

Approved Rejected

CHIEF PROCUREMENT OFFICER

5/22/18
DATE



**DEPARTMENT OF PROCUREMENT SERVICES
NON-COMPETITIVE REVIEW BOARD (NCRB) APPLICATION
JUSTIFICATION FOR NON-COMPETITIVE PROCUREMENT WORKSHEET**

All applicable information on this worksheet must be addressed using each question found on the "Instructions for Non-Competitive Procurement Application" in this application.

Justification for Non-Competitive Procurement Worksheet

PROCUREMENT HISTORY

1. The first generation 911 system was developed jointly by engineering teams from Illinois Bell and AT&T and put in service in 1976. In the early 1990s the City began engineering discussions with Ameritech for a state of the art replacement S911 System. Ameritech and Lucent led the design and developments efforts that resulted in a one of a kind architecture under an S911 Emergency Communications System Agreement, dated May 25, 1994. Concise testing intervals led to a phase-over from the 911 system to the new S911 system, located at 1411 W. Madison Street. This phase-over was completed in 13 different steps, one radio zone at a time from August 1995 to January 18, 1996. The S911 System was awarded under PO #T27025; contract term 5/25/94 -12/31/08.

On January 18, 2007, the S911 Agreement between the City and AT&T was due to expire in December 31, 2008. An Amendment for a time extension to the contract was granted. The City had to continue the efforts of this one of kind system which had been developed uniquely for OEMC. Consequently, the pinnacle ACD equipment was discontinued and Lucent would no longer support the ACD system which was resident in the Monroe and Canal platform. In an effort to improve efficiencies, enhance public safety and regenerate the S911 System, the City entered into a new Agreement with AT & T under PO#14026. This contract is in place until 3/12/2018 for the City's existing emergency communications technical platform. Note that OEMC requested a time extension to June 12, 2018 (Requisition 203981). It has the state of the art E911 technical platform employing Computer Telephony Integration (CTI) and has not been implemented for OEMC's usage.

The OEMC began construction on September 11, 2012 to replace the S911 System and was completed in early 2013. The call handling equipment installed is now end of life both from a hardware and operating system perspective. This request includes a time extension, vendor limit increase, and changes to the scope of work, including equipment upgrades/hardware refresh and increased pricing. The 2-year extension will cover the upgrading of the hardware that is used 24/7/365 by the 9-1-1 Operations Floor to answer 9-1-1 calls. The monthly maintenance costs for the upgraded scope will be \$375,000 and includes the hardware refresh and maintenance on the Public Safety Answering Point (PSAP). Additional charges include hardware, upgraded service, and additional network charges.

The monthly maintenance AT&T provides continuous support (24X7X365) network support of the ISDN-BRI links used at each VESTA workstation, as well as on-site support of ISDN terminating equipment for each VESTA workstation. Additionally, AT&T provides this continuous (24X7X365) on-site support of the VESTA workstations at the OEMC and the ARS. AT&T also supports the SR-ALI database platforms at Northbrook IL and Southfield, MI, which are used by the VESTA ACD-based E9-1-1 platform.

2. This request is for a both a continuation of existing services and new services. It encompasses a two (2) year time extension for services under PO 14026. The extension will include changes to the scope of work, including equipment upgrades/hardware refresh and increased pricing.

3. The level of service to the current 911 System does not allow for competitive bidding. The system is too complex and was developed uniquely for the City's systems in 1994 by AT&T. AT&T has developed, configured and maintained the S911 System for over 30 years. The system is proprietary and there is no other vendor with the experience to maintain this system. The AT&T staffs are subject matter experts and have unique knowledge of this system. No other vendor has the ability to perform these services.

4. This does not apply; therefore, no research was done, because of its unique design by AT&T. AT&T has provided consulting and maintenance since the original development of the S911 System. They have the unique knowledge and capability to maintain this system, which is proprietary. No other company would be able to provide such high level service as AT&T and the system is proprietary.

5. This system is proprietary to AT&T and cannot be competitively bid at this time. The OEMC is looking at options for



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this platform beyond 2020.

6. Due to the proprietary and exclusivity of the vendor's products under the awarded contract (PO 14026), these services do not lend the opportunity to competitively bid these services.

ESTIMATED COST

1. The total vendor limit increase needed for the contract extension with additional services is \$15,240,000.

The monthly costs for the for the new services, which include the hardware refresh and PSAP maintenance, are \$375,000 per month. We anticipate spending \$9,000,000 over the 2 year extension period.

The monthly costs for ongoing services are approximately \$260,000 per month or \$6,240,000 through the 2 year extension period.

2. The estimated costs, broken out per year, are as follows.

First year costs for new services - \$4,500,000. Costs for existing services - \$3,120,000. Total anticipated costs - \$7,620,000.

Second year costs for new services - \$4,500,000. Costs for existing services - \$3,120,000. Total anticipated costs - \$7,620,000.

3. These costs are based on AT&T's quotes (included in packet) for the new services. In addition, the ongoing maintenance costs are currently part of PO 14026. The detailed charges are included as an attachment in this packet.

4. The entire 9-1-1 network, infrastructure, and all hardware associated with 9-1-1 call handling for the City of Chicago has been built and maintained by AT&T and it's subcontractor(s). The City has a significant investment in this system.

5 The replacement costs for the hardware would likely be considerably more if it were to be purchased from another source, as a significant amount of development work would need to be done by both AT&T and any new potential vendor in addition to the significant cost of the hardware itself. The OEMC explored many different cost proposals from AT&T, including the outright purchase of the equipment and longer contract periods. The proposal selected is the most cost effective plan for the City and provides us with a clear upgrade path while still keeping our options open for the 9-1-1 telephony system at the end of the 2 year extension. Additionally, it puts us in a much better position to upgrade our telephony software once the hardware is refreshed to be Next Generation 9-1-1 (NG9-1-1) compliant, which is required by the state by July of 2020.

SCHEDULE REQUIREMENTS

1. The current call answering equipment used by the 9-1-1 Operations Floor is at end of life. It is running on Windows XP, which is no longer supported by Microsoft, and it is running on old workstations that need replaced. AT&T and the OEMC Project manager determined the upgrade schedule needed in order to maintain current operations during the refresh of the identified hardware and servers. The schedule is as aggressive as possible in order to get the OEMC on upgraded equipment in the quickest possible time. This hardware is proprietary to AT&T, and their staff specialize in all work related to it.

2. This does not apply.

3. All hardware components of the 9-1-1 call answering system will be replaced, beginning as soon as the extension starts. Because the hardware is aging, it is more expensive for the vendor to maintain, it will be important for the vendor to move as fast as possible to maintain each hardware component.

4. This does not apply.

EXCLUSIVE OR UNIQUE CAPABILITY

1. Illinois Bell and Ameritech/AT&T developed the first generation 911 system in 1976. Ameritech/AT&T developed a one of its kind architecture in 1994. AT&T has developed, configured and maintained the S911 System for over 30 years. The system is proprietary and there is no other vendor with the experience to maintain this system. The AT&T staff, along with it's subcontractors, are subject matter experts and have unique knowledge of this system.

2. AT&T has staff who are specialists in undertaking this work. No other company can complete the hardware



**DEPARTMENT OF PROCUREMENT SERVICES
NON-COMPETITIVE REVIEW BOARD (NCRB) APPLICATION
JUSTIFICATION FOR NON-COMPETITIVE PROCUREMENT WORKSHEET**

upgrade and refresh.

3. Illinois Bell and Ameritech/AT&T have over 30 years experience with the City's S911 System.

4. The vendor and its' subcontractors possess the ability to fully test all new hardware and system components on site at the OEMC.

5. AT&T was the original designer and installer of the current 9-1-1 call answering system and has been the sole source of maintenance and support of the system over the life of the contract.

6. The hardware being installed and subsequently maintained in the new agreement has been selected by the vendor as the best replacements for the current system that will integrate into the current network environment, which is essential for the uninterrupted operation of the 9-1-1 call system.

7. The equipent and specialized staff must be used for this work. There are no vendors who can provide the hardware upgrade and refresh that is necessary to maintain this system, one that is critical to pubic safety. Competitive bidding is not an option.

8. Replacement parts and maintenance services cannot be obtained from another vendor. AT&T is the only vendor that can complete the hardware upgrade and refresh.

OTHER

AT&T is critical to the OEMC's public safety mission. Without AT&T and this contract, there is a high likelihood that the system will malfunction and result in catastrophe to individuals.



DEPARTMENT OF PROCUREMENT SERVICES NON-COMPETITIVE REVIEW BOARD (NCRB) APPLICATION INSTRUCTIONS FOR NON-COMPETITIVE PROCUREMENT APPLICATION

INSTRUCTIONS FOR PREPARATION OF NON-COMPETITIVE PROCUREMENT APPLICATION

If a City Department has determined that the purchase of supplies, equipment, work and/or services cannot be done on a competitive basis, a justification must be prepared on this "Justification for Non-Competitive Procurement Application" in which procurement is requested on a or non-competitive basis in accordance with 65 ILCS 5/8-10-4 of the Illinois Compiled Statutes. Using this instruction sheet, all applicable information must be addressed on the worksheet. The information provided must be complete and in sufficient detail to allow for a decision to be made by the Non-Competitive Procurement Review Board. For Amendments, Modifications, describe in detail the change in terms of dollars, time period, scope of services, etc., its relationship to the original contract and the specific reasons for the change. Indicate both the original and the adjusted contract amount and/or expiration date with this change.

Attach a DPS Checklist and any other required documentation; the Board will not consider justification with incomplete information documentation or omissions.

PROCUREMENT HISTORY

1. Describe the requirement and how it evolved from initial planning to its present status.
2. Is this a first time requirement or a continuation of previous procurement from the same source? If so, explain the procurement history.
3. Explain attempts made to competitively bid the requirement (attach copy of sources contacted).
4. Describe in detail all research done to find other sources; list other cities, companies in the industry, professional organizations contacted. List periodicals and other publications used as references.
5. Explain future procurement objectives. Is this a one-time request or will future requests be made for doing business with the same source?
6. Explain whether or not future competitive bidding is possible. If not, explain in detail.

ESTIMATED COST

1. What is the estimated cost for this requirement or for each contract, if multiple awards are contemplated? What is the funding source?
2. What is the estimated cost by fiscal year?
3. Explain the basis for estimating the cost and what assumptions were made and/or data used (i.e., budgeted amount, previous contract price, current catalog or cost proposal from firms solicited, engineering or in-house estimate, etc.)
4. Explain whether the proposed Contractor or the City has a substantial dollar investment in original design, tooling or other factors which would be duplicated at City expense if another source was considered. Describe cost savings or other measurable benefits to the City which may be achieved.
5. Explain what negotiation of price has occurred or will occur. Detail why the estimated cost is deemed reasonable.

SCHEDULE REQUIREMENTS

1. Explain how the schedule was developed and at what point the specific dates were known.
2. Is lack of drawings and/or specifications a constraining factor to competitive bidding? If so, why is the proposed Contractor the only person or firm able to perform under these circumstances? Why are the drawings and specifications lacking? What is the lead time required to get drawings and specifications suitable for competition? If lack of drawings and specifications is not a constraining factor to competitive bidding, explain why only one person or firm can meet the required schedule.
3. Outline the required schedule by delivery or completion dates and explain the reasons why the schedule is critical.
4. Describe in detail what impact delays for competitive bidding would have on City operations, programs, costs and budgeted funds.

EXCLUSIVE OR UNIQUE CAPABILITY

1. If contemplating hiring a person or firm as a Professional Service Consultant, explain in detail what professional skills, expertise, qualifications, and/or other factors make this person or firm exclusively or uniquely qualified for the project. Attach a copy of the cost proposal, scope of services, and **Temporary Consulting Services Form**.
2. Does the proposed firm have personnel considered unquestionably predominant in the particular field?
3. What prior experiences of a highly specialized nature does the person or firm exclusively possess that is vital to the job, project or program?
4. What technical facilities or test equipment does the person or firm exclusively possess of a highly specialized nature which is vital to the job?
5. What other capabilities and/or capacity does the proposed firm possess which is necessary for the specific job, project or program which makes them the only source who can perform the work within the required time schedule without unreasonable costs to the City?
6. If procuring products or equipment, describe the intended use and explain any exclusive or unique capabilities, features and/or functions the items have which no other brands or models, possess. Is compatibility with existing equipment critical from an operational standpoint? If so, provide detailed explanation?
7. Is competition precluded because of the existence of patent rights, copyrights, trade secrets, technical data, or other proprietary data (attach documentation verifying such)?
8. If procuring replacement parts and/or maintenance services, explain whether or not replacement parts and/or services can be obtained from any other sources? If not, is the proposed firm the only authorized or exclusive dealer/distributor and/or service center? If so, attach letter from manufacturer on company letterhead.

MBE/WBE COMPLIANCE PLAN

- * All submissions must contain detailed information about how the proposed firm will comply with the requirements of the City's Minority and Women Owned Business program. All submissions must include a completed C-1 and D-1 form, which is available on the Procurement Services page on the City's intranet site. The City Department must submit a Compliance Plan, including details about direct and indirect compliance.

OTHER

1. Explain other related considerations and attach all applicable supporting documents, i.e., an approved "ITGB Form" or "Request For Individual Hire Form".

REVIEW AND APPROVAL

This application must be signed by both Originator of the request and signed by the Department Head. After review and final disposition from the Board, this application will be signed by the Board Chairman. After review and final disposition from the Board, this form will be presented to the Chief Procurement Officer recommending approval.



OFFICE OF EMERGENCY MANAGEMENT AND COMMUNICATIONS
CITY OF CHICAGO

THE OFFICE OF THE EXECUTIVE DIRECTOR

TO: Jamie L. Rhee, Chief Procurement Officer
THE DEPARTMENT OF PROCUREMENT SERVICES (DPS)

FROM: 
Alicia Tate-Nadeau, Executive Director
THE OFFICE OF EMERGENCY MANAGEMENT
AND COMMUNICATIONS (OEMC)

DATE: April 18, 2018

SUBJECT: Contract Modification
Vendor: AT&T
Replacement and Maintenance of the OEMC 911 Public Emergency System
Contract: 14026 Specification: 47978 Requisition: 199976

The Office of Emergency Management and Communications (OEMC) respectfully submits this package to the Non-Competitive Review Board (NCRB) for review and approval for a time extension, vendor limit increase (VLI) and scope modification with AT&T, Contract 14026: **Replacement and Maintenance of the OEMC's 911 Public Emergency System**. This request is to extend PO 14026 and will include ongoing services, as well as additional services. This request is for a new hardware refresh, upgrades, and continued maintenance of our 911 Public Emergency Systems. It is critical to maintain continuity of operations for this contract to ensure that the 9-1-1 system works and public safety is not at risk. We respectfully request a special NCRB meeting to make our presentation.

This contract began in 2007 and the hardware is very old. Under this modification, AT&T will refresh workstations, servers and necessary hardware, and upgrade workstations and servers at all OEMC sites. These sites include: Chicago Police Department, Chicago Fire Department, 3-1-1 Center, Chicago Training Center, the 9-1-1 Center, and the Chicago Development Test Lab. The workstations will be refreshed and upgraded to VESTA DMS 3.0 SP4, VESTA-View 1.2, and TPI.

This modification will cover all workstation upgrades and maintenance for two (2) years. The OEMC is reviewing its options for ongoing services beyond the two-year extension.

HISTORY

Contract 14026 was awarded on September 1, 2007 for \$27,264,240.00. The current contract expires June 12, 2018.



OFFICE OF EMERGENCY MANAGEMENT AND COMMUNICATIONS
CITY OF CHICAGO

SCHEDULE OF COMPENSATION

The OEMC is requesting a vendor limit increase of \$15,240,000. This amount includes ongoing operations included in contract 14026, of the 9-1-1 and 3-1-1 Telephony Systems along with the two (2) year extension with upgraded hardware, maintenance, and additional network charges.

1. New scope of work: Upgrade Vesta DMS Systems

Included in this packet are AT&T's Scope of Work and Schedule of Compensation for the new services that OEMC is requesting be added to contract 14026. The estimated charges are for all upgrades including the hardware refresh and maintenance for the Public Safety Answering Point (PSAP). AT&T's estimated costs are \$375,000 per month. We anticipate spending \$9 million over the 2-year extension period.

2. Ongoing costs under PO 14026

AT&T provides ongoing services on contract 14026. These include, but are not limited to, services for the Cisco Network, proactive system monitoring, hardware maintenance, bundled network solutions, and Centrex Services. While these costs can fluctuate, the OEMC anticipates spending \$260,000 per month or \$6,240,000 through June 2020. These costs are for the monthly recurring charges, as well as nonrecurring charges. (See the attached documents from contract 14026 that further detail these services.)

CONTRACT DURATION PERIOD

The OEMC is requesting approval for a two (2) year contract extension.

SUPPORTING DOCUMENTATION

In support of this request, please find the attached:

1. Non-Competitive Review Board Application
2. DPS Project Checklist
3. Approved DPS_OBM Form
4. AT&T Detailed Statement of Work with Compensation Schedule
5. Snapshot of Requisition 199976 (in "incomplete" status)
6. OEMC Signed Statement of Work
7. Contract 14026 Services and Fees
8. AT&T's Exclusivity Letter
9. AT&T Compliance Plan
 - a. Subcontractors' schedule C1 and D1
 - b. Certification Letters
 - c. OEMC Concurrence Letter
10. Professional Services Insurance Requirements
11. AT&T's Certificate of Insurance
 - a. AT&T Clarification Letter for Insurance
12. Economic Disclosure Statement



OFFICE OF EMERGENCY MANAGEMENT AND COMMUNICATIONS
CITY OF CHICAGO

If you have questions, please contact Rosemary McDonnell at (312)746-9369. Thank you for your consideration.

Enclosure(s)

Cc: Frank Lindbloom, Administration
Lisa Clark, Contracts
Lylanis Gonzalez, Contracts
Michael Ambolo, Finance
Zachary Williams, PSIT



Attach required forms for each procurement type and detailed scope of services and/or specifications and forward original documents to the Chief Procurement Officer; City Hall, Room 806.

Date: April 12, 2018

Department Name:
Office of Emergency Management and Communications

Requisition No: 199976 **Specification No:** 47978

PO No: 14026 **Modification No:**

Contract Liaison:
Rosemary McDonnell

Telephone:
312.746.9369

Email:
rmdonnell@cityofchicago.org

Project / Program Manager:
Zachary Williams

Telephone:
312.746.9236

Email:
zachary.williams@cityofchicago.org

For Blanket Agreements, the lead department must consult with other departments who may want to participate in the Blanket Agreement. If grant funded, attach copy of the approved grant application and other terms and conditions of the funding source.

Note:
1) **Funding:** Attach information if multiple funding lines
2) **Individual Contract Services:** Include approval form signed by all parties
3) **ITGB:** IT project valued at \$100,000.00 or more, attach approval transmittal sheet.

***Contract Liaison Signature**

***By signing this form, I attest that all information provided is true and accurate.**

Project Title: Replacement and Maintenance of the OEMC 911 Public Emergency Systems

Project Description: "Upgrade Vesta DMS System."
Contract modification to include additional services, a two (2) year time extension and a vendor limit increase (VLI) that will cover hardware refresh and upgrades.

Funding:

<input checked="" type="checkbox"/> Corporate	<input type="checkbox"/> Bond	<input type="checkbox"/> Enterprise	<input type="checkbox"/> Grant	<input type="checkbox"/> Other:
<input type="checkbox"/> IDOT/Transit	<input type="checkbox"/> IDOT/Highway	<input type="checkbox"/> FHWA	<input type="checkbox"/> FTA	<input type="checkbox"/> FAA

LINE	FY	FUND	DEPT	ORGN	APPR	ACTV	PROJECT	RPTG	ESTDOLLAR AMOUNT
1	18	0353 0100	58	4125	220 189				15,240,000

Check One:
 New Contract Request

***By signing below, I attest the estimates provided for this contract are true and accurate.**

***Project / Program Manager Signature**

***Commissioner/Authorized Designee Signature**

Purchase Order Type:
 Blanket/Purchase Order (DUR)
 Master Consultant Agreement (Task Order)
 Standard/One-Time Purchase

Special Approvals Required:
 Emergency
 Non-Competitive Review Board (NCRB)
 Request for Individual Contract Services
 Information Technology Governance Board (ITGB)
 IDOT Concurrence

Purchase Order Information:

Contract Term (No. of Months): 60

Extension Options (Rate of Recurrence): up to 5 years

Estimated Spend/Value: \$ 15,240,000

Grant Commitment / Expiration Date:

Pre-Bid/Submittal Conference: Yes No
 Mandatory Site Visit

Procurement Method:
 Bid RFP RFQ RFI
 Small Order

Contract Type:
 Architect Engineering Commodity Construction JOC SBI
 Professional Services Revenue Generating Vehicle & Heavy Equipment
 Work Service Joint Procurement Reference Contract

Modification or Amendment

Modification Information:

PO Start Date: 9/1/2007

PO End Date: 6/12/2020

Amount (Increase/Reduction): 15,240,000

Safety Enhancing Vehicle Equipment (MCC 2-92-597) Yes No X

Modification/Amendment Type: Time extension, scope change, vendor limit increase

Time Extension Scope Change/Price Increase /Additional Line Item(s)
 Vendor Limit Increase Requisition Encumbrance Adjustment
 Other (specify):

MBE/WBE/DBE Analysis: (Attach MBE/WBE/DBE Goal Setting Memo)

Full Compliance Contract Specific Goals
 No Stated Goals Waiver Request

Vendor Information

Name: AT&T

Contact: Dominic Savone

Address: 225 Randolph St., Flr. 23C, Chicago, IL 60606

E-mail: ds3792@att.com

Phone: 312.364.6275

Risk Management / EDS / IDOT


Insurance Requirements (included) Yes No

EDS Certification of Filling (included) Yes No

IDOT Concurrence (required) Yes No

Section I: General Contract Information	
Department Name	Office of Emergency Management and Communications (OEMC)
Department Contact Name	Rosemary McDonnell
Department Contact Number	312.746.9369
Department Contact Email	Rmcdonnell@cityofchicago.org
Contract Number	14026
Contract Subject Name	Replacement and Maintenance of the OEMC 911 Public Emergency Systems
Contract Initiation Date	February 6, 2007
Original Contract Amount	\$27,264,240
Original Contract Expiration Date	September 12, 2017
Budgeted amount for current year	The OEMC is anticipating the following costs for the two-year extension with upgraded services and hardware: New services: \$375,000 per month or \$9,000,000 for 24 months. Ongoing monthly costs under PO 14026: \$260,000 per month or \$6,240,000 for 24 months. Total VLI: \$15,240,000
Year to date expenditure	\$5,106,586.42
Are funds	<input checked="" type="checkbox"/> Operating <input type="checkbox"/> Capital <input type="checkbox"/> TIF <input type="checkbox"/> Grant
What is the funding strip?	17-100-58-4125-189
If contract modification or task request is approved, will department have enough funds to cover new expenditure?	Yes. These additional funds will cover ongoing costs under the current contract and the new services for the hardware refresh and revised pricing for the "Upgrade VESTA DMS System." This VLI will cover these services for the next 24 months.
If no, what is the plan to address the short fall?	
Section II: Contract Modifications	
Complete this section if you are modifying the value of an existing contract.	

Contract Value Increase	\$15,240,000
New total contract amount	The current contract value is \$35,581,080.21. The additional VLI of \$15,240,000 brings the new contract value to \$50,821,080.21
New contract expiration date	The OEMC is requesting a 24-month contract extension. Our estimated new contract expiration date is June 12, 2020.
Goods/services provided by this contract	AT&T is responsible for the design, engineering, acquisition, construction management, installation, implementation, and testing of the E-9-1-1 System. This also includes training, warranty management, retrofitting or replacing operator consoles, project management services, and the continual monitoring and maintenance of the respective systems.
Justification of need to modify this contract	<p>This contract began in 2007 and the hardware needs upgrading due to the aged infrastructure. Under this modification, AT&T will refresh workstations, servers and necessary hardware, and upgrade workstations and servers at all OEMC sites. These sites include: Chicago Police Department, Chicago Fire Department, 3-1-1 Center, Chicago Training Center, the 9-1-1 Center, and the Chicago Development Test Lab. The workstations will be refreshed and upgraded to VESTA DMS 3.0 SP4, VESTA-View 1.2, and TPI.</p> <p>This modification will cover all workstation upgrades and maintenance for two years. The OEMC is reviewing its options for continued services beyond 2020.</p>
Impact of denial	The current system is old and these upgrades are needed in order to ensure continuity of operations under this contract. The system will be severely impacted
Section III. Issue a Request for Services to a Master Consulting Agreement	
Complete this section if you want to issue a request for services to a Master Consulting Agreement	
Value of planned task order request	\$
Expiration date of planned task order request	
Scope of services	
Justification of need to issue request for services	

Impact of denial	
Section IV: Assessment of Office of Budget and Management Analyst	
Approve/Deny	Approve
OBM Analyst Initials	
OBM Analyst Name/number	Erik Colon 312-744-9437



240 North Meridian Street
Room 1670
Indianapolis, IN 46204
Office-317.265.3675
Mobile-317.997.9705
Cb7368@att.com

March 1, 2018

Zachary Williams
Office of Emergency Management and Communications
Director of Information Systems
1411 W. Madison
Chicago, IL 60607

Dear Mr. Williams,

AT&T is pleased to present the pricing and proposal for the Vesta DMS 911 hardware/software refresh. The hardware/software refresh project will provide the City of Chicago with a supportable 9-1-1 call-taking solution and allow both the City of Chicago and AT&T to work towards the 10-year plan we discussed.

The pricing listed below is for the added scope (hardware/software refresh). As we have discussed, when OEMC transitions over to Vesta 911 after the initial (24) month period, the network connectivity will need to be AT&T ESInet or the State of Illinois provided ESInet.

The following details the work that will be done. All work is covered under this quote.

Phase 1-Vesta DMS Hardware/Software upgrade proposal includes:

- Implement technology refresh for the end of life hardware
- Upgrade environment to current Microsoft Windows operating systems
- Initiate Hardware Refresh to VESTA DMS 3.0 Service Pack 4
- All necessary Hardware, Software, Services and Support necessary to bring OEMC to current versions of operational efficiency at the desktop and server-level
- Remove Aurora and replace with Vesta Analytics
- Airbus and AT&T maintenance support for the Vesta DMS solution
- Maintenance support for the CCMIS solution
- Installation and training for Vesta Analytics is included
- The monthly service model pricing listed below includes the hardware/software refresh, hardware and software maintenance support, installation, and testing/configuration of the Vesta DMS 9-1-1 call-taking solution.

Solution Hardware

- Managed Services Monitoring & Response applications and Acronis Disaster Recovery Solution on Airbus DS Communications certified HP DL380p Gen9 servers or later model with Windows Server 2008 R2 and associated router and firewall appliances.
- Somerset Group Consulting will perform the hardware and software upgrades for CCMIS. CCMIS servers will be installed in AT&T provided cabinets. Cabinet power requirements will be provided along with cabinet drawings during the Design phase of the project.

Chicago PD

- VESTA Servers HP DL380p Gen 9
- VESTA Workstations-HP RPS 5810 PC
- 22-inch monitors
- VESTA Analytics Standard / NMS Servers
- 42U 19in Cabinet

Chicago FD

- VESTA Servers HP DL380p Gen 9
- VESTA Workstations-HP RPS 5810 PC
- 22-inch monitors
- VESTA Analytics Standard / NMS Servers
 - 42U 19in Cabinet

Chicago 311 Center

- VESTA Servers HP DL380p Gen 9
- VESTA Workstations-HP RPS 5810 PC
- 22-inch monitors
- VESTA Analytics Standard / NMS Servers
 - 42U 19in Cabinet

Chicago Training Center

- VESTA Servers HP DL380p Gen 9
- VESTA Workstations-HP RPS 5810 PC
- 22-inch monitors
- VESTA Analytics / NMS Servers
- 42U 19in Cabinet

Chicago Development Test Lab

- VESTA Servers HP DL380p Gen 9
- VESTA Workstations-HP RPS 5810 PC
- 22-inch monitors

Chicago OEMC

- VESTA Workstations-HP RPS 5810 PC
- 22-inch monitors
- VESTA Analytics Enterprise Application server HP DL380p Gen 9
- VESTA Analytics Enterprise reporting server HP DL380 Gen 9
- VESTA Analytics Data Warehouse Server Equipment
- VESTA Enterprise Domain Controller HP DL380p Gen 9
- NMS Server
- SAN
- VESTA Analytics Printer

Solution Software

- Windows Server 2008 R2 Operating System on Vesta Servers
- Windows Server 2008 R2 Operating System on domain controller servers
- Windows 7 Operating System on the Vesta workstations
- Upgrade Vesta software to VESTA DMS 3.0 SP4
- Upgrade Aurora software to Vesta Analytics
- Windows Server 2012 Enterprise Operating System on the Vesta Analytics Standard Server
- Windows Server 2012 Enterprise Operating System on Vesta Analytics Enterprise Servers
- CCMIS Software

Hardware Maintenance

- AT&T will provide ongoing hardware maintenance of the components listed under solution hardware for 24 months.

Software Maintenance

- AT&T along with (Airbus/Somerset Group) will provide ongoing software maintenance of the components listed under solution software for 24 months.

Installation

- AT&T will provide the customer with the 'As-Built' documentation provided by Airbus DS Communications. Said documentation is limited to the system equipment provided to AT&T by Airbus DS Communications under this SOW.
- AT&T and Airbus DS Communications will install and configure the Airbus DS Communications DS solutions hardware.
- AT&T and Airbus DS Communications will install and configure the Airbus DS Communications solutions software.
- AT&T and Somerset Group Consulting will perform the application software loading or configuration on CCMIS servers or CCMIS workstations.
- AT&T will provide a dedicated Project Manager for the implementation.
- Airbus DS Communications will provide a dedicated Project Manager for the implementation.
- Airbus DS Communications will provide a dedicated Field Engineer for the implementation.
- AT&T will provide trained 911 technicians for the implementation.

- AT&T and the Somerset Group Consulting will provide dedicated personnel to install the CCMIS hardware and software.

Professional Services

- Monitoring and Response for Vesta DMS solution
- Anti-Virus Solution for Vesta DMS solution
- Patch Management for the Vesta DMS solution
- Disaster Recovery for the Vesta DMS solution
- Enterprise Solutions Services for the Vesta DMS solution
- Vesta DMS 3.0 SP4 Software Support
- Vesta Analytics Software Support
- CCMIS Software Support

Hardware/Software Refresh Pricing (24 Month Service Model)

Solution Hardware and Installation-----\$205,775 Per Month

Solution Software, Maintenance, and Professional Services-----\$169,225 Per Month

Total Monthly Price-----\$375,000 Per Month

If you have any questions regarding this proposal, please contact me at your earliest convenience. AT&T looks forward to working with you to help you reach your public safety goals and objectives.

Thank you,



Craig Bennett
Application Specialist-PSS
AT&T Public Safety



iProcurement

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Requisition 199976

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Description **Contract modification to PO 14026 with AT&T.**

Status Incomplete

Created By **MC DONNELL, ROSEMARY C**

Change History **No**

Creation Date **19-Dec-2017 11:03:26**

Urgent Requisition **No**

Deliver-To **50 W WASHINGTON
Chicago, Illinois, IL, 60601**

Attachment **None**

Note to Buyer

Justification

Additional Information

CAPS TRANSFER DATE
 SPECIFICATION NUMBER **47978**
 CONTRACT TYPE **PRO SERV CONSULTING \$250,000orABOVE**
PROFESSIONAL SERVICES CONSULTING \$250,000orABOVE
 TARGET MARKET **NO**
NO
 REASON FOR REQ **MOD**
MODIFICATION
 PO NUMBER **14026**
 REASON FOR MOD **DOLLAR AMOUNT CHANGE**
DOLLAR CHANGE (VENDOR LIMIT INCREASE OR DECREASE)
 DEPT/BUREAU **58**
OFFICE OF EMERGENCY COMMUNICATION
 * BILL TO LOCATION **058- OEC1411**
 TYPE OF FUNDING
 PROJ NUM/NAME
 PROGRAM TYPE
 REQUESTOR'S PHONE # (XXX-XXX-XXXX) **312-746-9369**
 PROCUREMENT TYPE
 TASK ORDER (Contract-Dept-TSK-TaskNum)

Details

Line	Description	Need-By	Deliver-To	Unit	Quantity	Qty Delivered	Qty Cancelled	Qty Open	Price	Amount (USD)	Details	Order
1	Time Extension	28-Mar-2018 00:00:00	058-3811 URBAN AREA SECURITY INITIATIVE	Month	24	0	0	24	0 USD	0.00		
2	Vendor Limit Increase	28-Mar-2018 00:00:00	058-3811 URBAN AREA SECURITY INITIATIVE	USD	15240000	0	0	15240000	0 USD	0.00		
Total										0.00		

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AT&T REPLACEMENT and MAINTENANCE of the OEMC 911 PUBLIC EMERGENCY SYSTEMS

Contract Modification for PO 14026

Project: "Upgrade Vesta DMS System"

SCOPE OF WORK

The S911 System includes the SR/ALI Databases, voice and data connection, and the Disaster Recovery Management System. This system helps power the cities' 9-1-1 Operations Center. Monthly maintenance is required to ensure uninterrupted 911 services to the City of Chicago.

AT&T provides continuous support (24X7X365) network support of the ISDN-BRI links used at each Pinnacle workstation, as well as on-site support of ISDN terminating equipment for each Pinnacle workstation. Additionally, they provide this continuous (24X7X365) on-site support of the Pinnacle workstations at the OEMC and the ARS, along with Technical Support. They also cover support of the SR-ALI database platforms at Northbrook IL and Southfield, MI, which are used by the Pinnacle ACD-based S9-1-1 platform.

It is critical to keep this system maintained until the City's new E911 technical platform is up and running. The call handling equipment that was installed to process 9-1-1 calls for the city of Chicago have reached an end of life state. The installation of the hardware completed in early 2013, but because of delays in the overall project, the equipment was already years old when it was installed. It is now in need of replacement. The OEMC is requesting a two (2) year contract extension for ongoing services under PO 14026 and additional scope of work. The additional services include the replacement of all 9-1-1 call handling equipment but the monthly maintenance on the old equipment until it is replaced as well as the new equipment. The call handling equipment that would be completely replaced includes: Chicago PD VESTA servers, workstations, and touch screen monitors; Chicago FD VESTA servers, workstations, and touch screen monitors; ARS VESTA servers, workstations, and touch screen monitors; Chicago VESTA TRAINING workstations and touch screen monitors, and all CCMIS reporting hardware and software.

UNIQUE QUALIFICATIONS

The current S911 system was implemented by Illinois Bell and AT&T. This was a one of a kind architecture under an S911 Emergency Communications System Agreement. AT&T has provided consulting and maintenance since PO T27025 expired. They continue to provide these critical services under PO 14026 and they are the only company that can provide these services. They have the unique knowledge and capability to maintain this system, which is proprietary. No other company would be able to provide such high-level service as AT&T.

SCHEDULE OF COMPENSATION

The OEMC is requesting a vendor limit increase of \$15,240,000. This amount includes ongoing operations, included in contract 14026, of the 9-1-1 and 3-1-1 telephony systems along with the two (2) year extension with upgraded hardware, maintenance, and additional network charges.

1. New scope of work: Upgrade Vesta DMS Systems

Included in this packet are AT&T's scope of work and schedule of compensation for the new services that OEMC is requesting be added to contract 14026. The estimated charges are for all upgrades including the hardware refresh and maintenance for the Public Safety Answering Point (PSAP). AT&T's estimated costs are \$375,000 per month. We anticipate spending \$9,000,000 for the 2 year extension period.

2. Ongoing costs under PO 14026

AT&T provides ongoing services on contract 14026. These include, but are not limited to, services for the Cisco network, proactive system monitoring, hardware maintenance, bundled network solutions, and Centrex services. While these costs can fluctuate, the OEMC anticipates spending \$260,000 per month or \$6,240,000 through the 2 year extension period. These costs are for the monthly recurring charges as well as nonrecurring charges. See the attached documents from contract 14026 that further detail these services.

Breakout of AT&T Services

1. Phase 1-Vesta DMS Hardware/Software upgrade hardware
2. Solution Hardware
 - Includes Managed Services Monitoring & Response applications
 - Hardware and Software upgrades
3. Upgrades to the systems located at
 - Chicago Police Department
 - Chicago Fire Department
 - Chicago 9-1-1 Center
 - Chicago 3-1-1 Center
 - Chicago Training Center
 - Chicago Development Test Lab
4. Solution Software
5. Hardware Maintenance
6. Software Maintenance
7. Installation
8. Professional Services

REVIEW AND APPROVAL "REVIEW AND APPROVAL"

This form must be signed by both the Originator at the request and approved by the Department Head or authorized designee. After review and final disposition from the Board, this form will be stamped to indicate the final disposition and signed by the Chairperson of the Board Head or authorized designee.



Zachary Williams

OEMC

Director of Information Systems



Alicia Tate-Nadeau

OEMC

Executive Director

Dominic Savone
Sales Manager
SLED Sales

AT&T Business-Public Sector
225 W. Randolph Fl. 7
Chicago, IL 60606
Phone: 312-364-6275
Email: ds3792@att.com



March 26, 2018

Alicia Tate-Nadeau
Executive Director
City of Chicago
Office of Emergency Management and Communications
1411 West Madison Street
Chicago, IL 60607

Subject: Sole Source Justification
Exclusivity Request

Ref: Upgrade Vesta DMS System
911 Maintenance Agreement and Repair Services for Contract PO No. 14026

The City of Chicago OEMC E911 telephony service is a collection of AT&T provided mission critical systems and associated services with many integrated components that serve the Public Safety Answering Points (PSAP). This total solution approach is the foundation for the City of Chicago's current 911 system stability and is critical to processing 911 calls efficiently and reliably. AT&T has provided this total solution approach including support and maintenance for the City of Chicago 911 Emergency Communication Network since 1994. AT&T owns the DMS-100 central office components that route 100% of all 911 calls to the City of Chicago PSAP's and provides support for all the necessary transport services to deliver a 911 call. AT&T also provides maintenance and support for all the installed servers and work stations. AT&T has provided the Scope of Work for the two-year extension that will upgrade the 911 system.

The current state of the existing call taking equipment has been deemed end of life and maintenance is limited as existing hardware components are no longer manufactured and are not readily available. Should the current 911 system experience a catastrophic failure, the City of Chicago could be without 911 service for an extended period of time. The system hardware and software components must be upgraded to a supportable level to ensure the City of Chicago can provide emergency response to any emergency services request from the citizens when they dial 911. AT&T recommends the hardware and software refresh for the following reasons:

- Finding replacement workstations that support the legacy Windows XP software and meet the technical specifications by Airbus are not readily available.
- The MDS and DDS servers (Microsoft 2008 Server edition) supporting the Airbus Vesta DMS platform today were procured back in 2008 and are no longer supported by Microsoft.

Dominic Savone
Sales Manager
SLED Sales

AT&T Business-Public Sector
225 W. Randolph Fl. 7
Chicago, Il. 60606
Phone: 312-364-6275
Email: ds3792@att.com

- Both the servers and the workstations will not have the latest security patches on them, so there is a chance that a virus or some other issue could negatively impact workstations or the entire system.
- The Avaya CCMIS application runs on an older version server. It has out lived its usefulness as well.
- There is a limited life span of a HP servers/hard drives and these servers have out lived their use.
- Airbus Vesta DMS 3.0 is no longer supported by Airbus and is on a best effort only basis.
- Without the Vesta DMS 3.0 Service Pack 4 upgrade, there is no path forward to provide an integrated Text to 911 solution for the City.

The existing system components no longer supported by the manufacturer are now being supported in a "best effort" environment. Those components are:

- ALL workstation HW warranties **expired in March 2016**
- ALL workstation OS (XP) warranties **expired in April, 2014**
- Server / SAN warranties **expired in January, 2017**
- ALL Server OS (Server 2003 R2) **expired in July, 2015**
- ALL VESTA Applications software warranties expire September, 2017
- ALL Managed Services expire September, 2017

The agreement consists of maintenance support which is utilized through AT&T's proprietary infrastructure and specialized partners. AT&T is a total solution provider: support, installation, and maintenance for every component of the managed 911 solution are provided. This includes the AT&T owned DMS 100 central office components necessary for 911 call routing, customer premise equipment (CPE), maintenance and 24X7X365 support. The Airbus Vesta DMS 100 system design and operation is integrated with the AT&T DMS 100 central office switching system and together they function as one 911 system. Vesta DMS 100 is therefore dependent upon the continued integration, configuration and inter-operation with the AT&T DMS 100's and the network connections from the AT&T central offices directly to each Vesta DMS call taking position at all City of Chicago 911 call answering locations. As such, a significant dependency on AT&T personnel is necessary to ensure network functionality and operations. This one stop approach is critical to eliminating any "finger pointing" that may occur when troubleshooting or repair is necessary. Airbus does not have any other Vesta DMS 100 trained and experienced service and support personnel with any other authorized service providers within 500 miles of the City of Chicago. For this reason, the City of Chicago's ability to find other partners to provide this service is very limited.

AT&T is committed to the continuation of our longstanding partnership with the City of Chicago. AT&T's proprietary system has provided consistent reliability over a long period of time, assuring continued functionality and rapid emergency response to the City. Due to the complexity and proprietary nature of the system and the specialized personnel, AT&T is the only company that can provide these services.

We look forward to your favorable reply.

Sincerely,



Dominic Savone



DEPARTMENT OF PROCUREMENT SERVICES

DEC - 5 2014

CITY OF CHICAGO

Henry M. Bellagamba
Fullerton Engineering Consultants, Inc.
9600 W. Bryn Mawr Avenue
Rosemont, Illinois 60018

Dear Henry M. Bellagamba:

We are pleased to inform you that **Fullerton Engineering Consultants, Inc.** has been recertified as a **Minority-Owned Business Enterprise ("MBE")** by the City of Chicago ("City"). This **MBE** certification is valid until **12/01/2019**; however your firm's certification must be revalidated annually. In the past the City has provided you with an annual letter confirming your certification; such letters will no longer be issued. As a consequence, we require you to be even more diligent in filing your **annual No-Change Affidavit 60 days** before your annual anniversary date.

It is now your responsibility to check the City's certification directory and verify your certification status. As a condition of continued certification during the five year period stated above, you must file an annual No-Change Affidavit. Your firm's **annual No-Change Affidavit** is due by **12/01/2015, 12/01/2016, 12/01/2017, and 12/01/2018**. Please remember, you have an affirmative duty to file your **No-Change Affidavit 60 days** prior to the date of expiration. Failure to file your annual No-Change Affidavit may result in the suspension or rescission of your certification.

Your firm's five year certification will expire on **12/01/2019**. You have an affirmative duty to file for recertification **60 days** prior to the date of the five year anniversary date. Therefore, you must file for recertification by **10/01/2019**.

It is important to note that you also have an ongoing affirmative duty to notify the City of any changes in ownership or control of your firm, or any other fact affecting your firm's eligibility for certification **within 10 days** of such change. These changes may include but are not limited to a change of address, change of business structure, change in ownership or ownership structure, change of business operations, gross receipts and or personal net worth that exceed the program threshold. Failure to provide the City with timely notice of such changes may result in the suspension or rescission of your certification. In addition, you may be liable for civil penalties under Chapter 1-22, "False Claims", of the Municipal Code of Chicago.

Please note – you shall be deemed to have had your certification lapse and will be ineligible to participate as a **MBE** if you fail to:

- File your annual No-Change Affidavit within the required time period;
- Provide financial or other records requested pursuant to an audit within the required time period;
- Notify the City of any changes affecting your firm's certification **within 10 days** of such change; or
- File your recertification within the required time period.

Please be reminded of your contractual obligation to cooperate with the City with respect to any reviews, audits or investigation of its contracts and affirmative action programs. We strongly encourage you to assist us in maintaining the integrity of our programs by reporting instances or suspicions of fraud or abuse to the **City's Inspector General at chicagoinspectorgeneral.org, or 866-IG-TIPLINE (866-448-4754).**

Be advised that if you or your firm is found to be involved in certification, bidding and/or contractual fraud or abuse, the City will pursue decertification and debarment. In addition to any other penalty imposed by law, any person who knowingly obtains, or knowingly assists another in obtaining a contract with the City by falsely representing the individual or entity, or the individual or entity assisted is guilty of a misdemeanor, punishable by incarceration in the county jail for a period not to exceed six months, or a fine of not less than \$5,000 and not more than \$10,000 or both.

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

NAICS Code(s):

541330 – Engineering Consulting Services

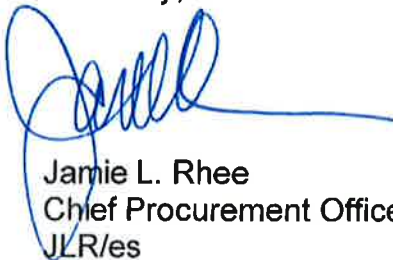
541330 – Engineering Design Services

541330 – Engineering Services

Your firm's participation on City contracts will be credited only toward **Minority-Owned Business Enterprise** goals in your area(s) specialty. While your participation on City contracts is not limited to your area of specialty, credit toward goals will be given only for work that is self-performed and providing a commercially useful function that is done in the approved specialty category.

Thank you for your interest in the City's Minority and Women-Owned Business Enterprise (MBE/WBE) Program.

Sincerely,



Jamie L. Rhee
Chief Procurement Officer
JLR/es



DEPARTMENT OF PROCUREMENT SERVICES

CITY OF CHICAGO

FEB 23 2016

Ms. Leta Loizzo
Archon Construction Co., Inc.
563 South Route 53
Addison, IL 60101

Dear Leta Loizzo:

We are pleased to inform you that **Archon Construction Co., Inc.** has been recertified as a **Women-Owned Business Enterprise ("WBE")** by the City of Chicago ("City"). This **WBE** certification is valid until **2/28/2021**; however your firm's certification must be revalidated annually. In the past the City has provided you with an annual letter confirming your certification; such letters will no longer be issued. As a consequence, we require you to be even more diligent in filing your **annual No-Change Affidavit 60 days** before your annual anniversary date.

It is now your responsibility to check the City's certification directory and verify your certification status. As a condition of continued certification during the five year period stated above, you must file an annual No-Change Affidavit. Your firm's **annual No-Change Affidavit** is due by **2/28/2017, 2/28/2018, 2/28/2019, and 2/28/2020**. Please remember, you have an affirmative duty to file your **No-Change Affidavit 60 days** prior to the date of expiration. Failure to file your annual No-Change Affidavit may result in the suspension or rescission of your certification.

Your firm's five year certification will expire on **2/28/2021**. You have an affirmative duty to file for recertification **60 days** prior to the date of the five year anniversary date. Therefore, you must file for recertification by **12/28/2020**.

It is important to note that you also have an ongoing affirmative duty to notify the City of any changes in ownership or control of your firm, or any other fact affecting your firm's eligibility for certification **within 10 days** of such change. These changes may include but are not limited to a change of address, change of business structure, change in ownership or ownership structure, change of business operations, gross receipts and or personal net worth that exceed the program threshold. Failure to provide the City with timely notice of such changes may result in the suspension or rescission of your certification. In addition, you may be liable for civil penalties under Chapter 1-22, "False Claims", of the Municipal Code of Chicago.

Please note – you shall be deemed to have had your certification lapse and will be ineligible to participate as a **WBE** if you fail to:

- File your annual No-Change Affidavit within the required time period;
- Provide financial or other records requested pursuant to an audit within the required time period;
- Notify the City of any changes affecting your firm's certification **within 10 days** of such change; or
- File your recertification within the required time period.

Please be reminded of your contractual obligation to cooperate with the City with respect to any reviews, audits or investigation of its contracts and affirmative action programs. We strongly encourage you to assist us in maintaining the integrity of our programs by reporting instances or suspicions of fraud or abuse to the **City's Inspector General at chicagoinspectorgeneral.org, or 866-IG-TIPLINE (866-448-4754).**

Be advised that if you or your firm is found to be involved in certification, bidding and/or contractual fraud or abuse, the City will pursue decertification and debarment. In addition to any other penalty imposed by law, any person who knowingly obtains, or knowingly assists another in obtaining a contract with the City by falsely representing the individual or entity, or the individual or entity assisted is guilty of a misdemeanor, punishable by incarceration in the county jail for a period not to exceed six months, or a fine of not less than \$5,000 and not more than \$10,000 or both.

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

NAICS Code(s):
237210 – Land Subdividing and Utility Installation

Your firm's participation on City contracts will be credited only toward **Women Business Enterprise** goals in your area(s) specialty. While your participation on City contracts is not limited to your area of specialty, credit toward goals will be given only for work that is self-performed and providing a commercially useful function that is done in the approved specialty category.

Thank you for your interest in the City's Women-Owned Business Enterprise (WBE) Program.

Sincerely,



Rich Butler
First Deputy Procurement Officer

RB/cm





**FOR
NON-CONSTRUCTION
PROJECTS ONLY**

SCHEDULE C-1
MBE/WBE Letter of Intent to Perform as a
Subcontractor, Supplier, or Consultant

DS

Project Name: 911 SYSTEM NETWORK REPLACEMENT AND MAINTENANCE SERVICES Specification No.: ~~14020~~ 47978

From: Archon Construction.
(Name of MBE/WBE Firm)

To: AT&T Corp and the City of Chicago.
(Name of Prime Contractor)

The MBE or WBE status of the undersigned is confirmed by the attached City of Chicago or Cook County, Illinois Certification Letter. 100% MBE or WBE participation is credited for the use of a MBE or WBE "manufacturer." 60% participation is credited for the use of a MBE or WBE "regular dealer."

The undersigned is prepared to perform the following services in connection with the above named project/contract. If more space is required to fully describe the MBE or WBE proposed scope of work and/or payment schedule, including a description of the commercially useful function being performed. Attach additional sheets as necessary:

Archon Constructio provides Underground Utility Services (Indiret participation)

The above described performance is offered for the following price and described terms of payment:
\$ 1,524,000 10% standard payment terms

SUB-SUBCONTRACTING LEVELS

A zero (0) must be shown in each blank if the MBE or WBE will not be subcontracting any of the work listed or attached to this schedule.

0 % of the dollar value of the MBE or WBE subcontract that will be subcontracted to non MBE/WBE contractors.

0 % of the dollar value of the MBE or WBE subcontract that will be subcontracted to MBE or WBE contractors.

NOTICE: If any of the MBE or WBE scope of work will be subcontracted, list the name of the vendor and attach a brief explanation, descripton and pay item number of the work that will be subcontracted. MBE/WBE credit will not be given for work subcontracted to Non-MBE/WBE contractors, except for as allowed in the Special Conditions Regarding Minority Business Enterprise Commitment and Women Business Enterprise Commitment.

The undersigned will enter into a formal written agreement for the above work with you as a Prime Contractor, conditioned upon your execution of a contract with the City of Chicago, within three (3) business days of your receipt of a signed contract from the City of Chicago.

The undersigned has entered into a formal written mentor protégé agreement as a subcontractor/protégé with you as a Prime Contractor/mentor: ~~(X)~~ Yes No KR

NOTICE: THIS SCHEDULE AND ATTACHMENTS REQUIRE ORIGINAL SIGNATURES.

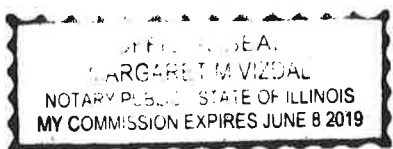
3/29/2018
(Signature of President/Owner/CEO or Authorized Agent of MBE/WBE) (Date)

Kevin Ray
(Name/Title-Please Print)

Kevin@Archon Construction (630) 485-0015
(Email & Phone Number)

08/2013

Margaret M Vyzdal
3/29/18





FOR
NON-CONSTRUCTION
PROJECTS ONLY

SCHEDULE C-1
MBE/WBE Letter of Intent to Perform as a
Subcontractor, Supplier, or Consultant

DS

Project Name: 911 SYSTEM NETWORK REPLACEMENT AND MAINTENANCE SERVICES Specification No.: 14026 47978

From: Fullerton Engineering Consultants Inc.
(Name of MBE/WBE Firm)

To: AT&T Corp and the City of Chicago.
(Name of Prime Contractor)

The MBE or WBE status of the undersigned is confirmed by the attached City of Chicago or Cook County, Illinois Certification Letter. 100% MBE or WBE participation is credited for the use of a MBE or WBE "manufacturer." 60% participation is credited for the use of a MBE or WBE "regular dealer."

The undersigned is prepared to perform the following services in connection with the above named project/contract. If more space is required to fully describe the MBE or WBE proposed scope of work and/or payment schedule, including a description of the commercially useful function being performed. Attach additional sheets as necessary:
Fullerton Engineering provides architectural, professional and structural engineering services (Indirect participation)

The above described performance is offered for the following price and described terms of payment:
\$ 3,048,000 20% standard payment terms

SUB-SUBCONTRACTING LEVELS

A zero (0) must be shown in each blank if the MBE or WBE will not be subcontracting any of the work listed or attached to this schedule.

0 % of the dollar value of the MBE or WBE subcontract that will be subcontracted to non MBE/WBE contractors.

0 % of the dollar value of the MBE or WBE subcontract that will be subcontracted to MBE or WBE contractors.

NOTICE: If any of the MBE or WBE scope of work will be subcontracted, list the name of the vendor and attach a brief explanation, description and pay item number of the work that will be subcontracted. MBE/WBE credit will not be given for work subcontracted to Non-MBE/WBE contractors, except for as allowed in the Special Conditions Regarding Minority Business Enterprise Commitment and Women Business Enterprise Commitment.

The undersigned will enter into a formal written agreement for the above work with you as a Prime Contractor, conditioned upon your execution of a contract with the City of Chicago, within three (3) business days of your receipt of a signed contract from the City of Chicago.

The undersigned has entered into a formal written mentor protégé agreement as a subcontractor/protégé with you as a Prime Contractor/mentor: Yes No AG

NOTICE: THIS SCHEDULE AND ATTACHMENTS REQUIRE ORIGINAL SIGNATURES.

Henry M. Bellagamba 3/20/18
(Signature of President/Owner/CEO or Authorized Agent of MBE/WBE) (Date)

Henry M. Bellagamba - CEO/President
(Name/Title-Please Print)

corp@fullertonengineering.com (847) 908-8400
(Email & Phone Number)



Jan L. Henderson
3/28/18



SCHEDULE D-1
Compliance Plan Regarding MBE/WBE Utilization
Affidavit of Prime Contractor

FOR
NON-CONSTRUCTION
PROJECTS ONLY

MUST BE SUBMITTED WITH THE BID. FAILURE TO SUBMIT THE SCHEDULE D-1 WILL CAUSE THE BID TO BE REJECTED. DUPLICATE AS NEEDED.

Project Name: Replacement and Maintenance of the OEMC 911 Public
Emergency Systems
 Specification No.: 47978

In connection with the above captioned contract, I HEREBY DECLARE AND AFFIRM that I am a duly authorized representative of AT&T Corp.
 (Name of Prime Consultant/Contractor)

and that I have personally reviewed the material and facts set forth herein describing our proposed plan to achieve the MBE/WBE goals of this contract.

All MBE/WBE firms included in this plan have been certified as such by the City of Chicago and/or Cook County, Illinois (Letters of Certification Attached).

I. Direct Participation of MBE/WBE Firms:

NOTE: The bidder/proposer shall, in determining the manner of MBE/WBE participation, first consider involvement with MBE/WBE firms as joint venture partners, subcontractors, and suppliers of goods and services directly related to the performance of this contract.

A. If bidder/proposer is a joint venture and one or more joint venture partners are certified MBEs or WBEs, attach copies of Letters of Certification, Schedule B form and a copy of Joint Venture Agreement clearly describing the role of each MBE/WBE firm(s) and its ownership interest in the joint venture.

B. Complete this section for each MBE/WBE Subcontractor/Supplier/Consultant participating on this contract:

1. Name of MBE/WBE: _____
 Address: _____
 Contact Person: _____
 Phone Number: _____
 Dollar Value of Participation \$ _____
 Percentage of Participation % _____
 Mentor Protégé Agreement (attach executed copy): () Yes () No Add'l Percentage Claimed:¹ _____%
Total Participation % _____

2. Name of MBE/WBE: _____
 Address: _____
 Contact Person: _____

¹ The Prime Contractor may claim an additional 0.333 percent participation credit (up to a maximum of five (5) percent) for every one (1) percent of the value of the contract performed by the MBE/WBE protégé firm.

Schedule D-1: Prime Contractor Affidavit-MBE/WBE Compliance Plan

Phone Number: _____

Dollar Value of Participation \$ _____

Percentage of Participation % _____

Mentor Protégé Agreement (attach executed copy): () Yes () No Add'l Percentage Claimed: ____%

Total Participation % _____

3. Name of MBE/WBE: _____

Address: _____

Contact Person: _____

Phone Number: _____

Dollar Value of Participation \$ _____

Percentage of Participation % _____

Mentor Protégé Agreement (attach executed copy): () Yes () No Add'l Percentage Claimed: ____%

Total Participation % _____

4. Name of MBE/WBE: _____

Address: _____

Contact Person: _____

Phone Number: _____

Dollar Value of Participation \$ _____

Percentage of Participation % _____

Mentor Protégé Agreement (attach executed copy): () Yes () No Add'l Percentage Claimed: ____%

Total Participation % _____

5. Attach Additional Sheets as Needed

II. Indirect Participation of MBE/WBE Firms

NOTE: This section need not be completed if the MBE/WBE goals have been met through the direct participation outlined in Section I. If the MBE/WBE goals have not been met through direct participation, Contractor will be expected to demonstrate that the proposed MBE/WBE direct participation represents the maximum achievable under the circumstances. Only after such a demonstration will indirect participation be considered.

MBE/WBE Subcontractors/Suppliers/Consultants proposed to perform work or supply goods or services where such performance does not directly relate to the performance of this contract:

1. Name of MBE/WBE: Fullerton Engineering Consultants, Inc.

Address: 1100 E Woodfield Rd, Suite 500 Schaumburg, IL 60173

Contact Person: Henry M. Bellagamba

Schedule D-1: Prime Contractor Affidavit-MBE/WBE Compliance Plan

Phone Number: 847-908-8400

Dollar Value of Participation \$ 3,048,000

Percentage of Participation % 20

Mentor Protégé Agreement (attach executed copy): () Yes () No Add'l Percentage Claimed: %

Total Participation % 20

2. Name of MBE/WBE: Archon Construction

Address: 1700 W Armitage Ct Addison, IL 60101

Contact Person: Kevin Ray

Phone Number: (630) 495-0015

Dollar Value of Participation \$ 1,524,000

Percentage of Participation % 10

Mentor Protégé Agreement (attach executed copy): () Yes () No Add'l Percentage Claimed: %

Total Participation % 10

3. Name of MBE/WBE: _____

Address: _____

Contact Person: _____

Phone Number: _____

Dollar Value of Participation \$ _____

Percentage of Participation % _____

Mentor Protégé Agreement (attach executed copy): () Yes () No Add'l Percentage Claimed: %

Total Participation % _____

4. Name of MBE/WBE: _____

Address: _____

Contact Person: _____

Phone Number: _____

Dollar Value of Participation \$ _____

Percentage of Participation % _____

Mentor Protégé Agreement (attach executed copy): () Yes () No Add'l Percentage Claimed: %

Total Participation % _____

5. Attach Additional Sheets as Needed

Schedule D-1: Prime Contractor Affidavit-MBE/WBE Compliance Plan

III. Summary of MBE/WBE Proposal

A. MBE Proposal (Direct & Indirect)

1. MBE Direct Participation

MBE Firm Name	Dollar Amount Participation (\$)	Percent Amount Participation (%)
Total Direct MBE Participation		

2. MBE Indirect Participation

MBE Firm Name	Dollar Amount Participation (\$)	Percent Amount Participation (%)
Fullerton Engineering Consultants, Inc	\$3,048,000	20%
Total Indirect MBE Participation	\$3,048,000	20%

B. WBE Proposal (Direct & Indirect)

1. WBE Direct Participation

WBE Firm Name	Dollar Amount Participation (\$)	Percent Amount Participation (%)
Total Direct WBE Participation		

2. WBE Indirect Participation

WBE Firm Name	Dollar Amount Participation (\$)	Percent Amount Participation (%)
Archon Construction	\$1,524,000	10%
Total Indirect WBE Participation	\$1,524,000	10%

Schedule D-1: Prime Contractor Affidavit-MBE/WBE Compliance Plan

The Prime Contractor designates the following person as its MBE/WBE Liaison Officer:

Stacy Mobley (Name- Please Print or Type) (404) 817-2299 (Phone)

I DO SOLEMNLY DECLARE AND AFFIRM UNDER PENALTIES OF PERJURY THAT THE CONTENTS OF THE FOREGOING DOCUMENT ARE TRUE AND CORRECT, THAT NO MATERIAL FACTS HAVE BEEN OMITTED, AND THAT I AM AUTHORIZED ON BEHALF OF THE PRIME CONTRACTOR TO MAKE THIS AFFIDAVIT.

AT&T Corp.
(Name of Prime Contractor – Print or Type)

State of: ILLINOIS

[Signature]
(Signature)

County of: COOK

Dominic Savone
(Name/Title of Affiant – Print or Type)

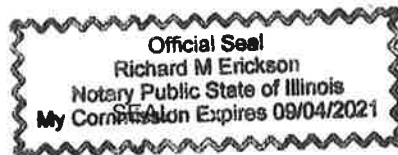
April 2, 2018
(Date)

On this 2nd day of April, 2018, the above signed officer Dominic Savone
(Name of Affiant)

personally appeared and, known by me to be the person described in the foregoing Affidavit, acknowledged that (s)he executed the same in the capacity stated therein and for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and seal.

[Signature]
(Notary Public Signature)



Commission Expires: 9/4/2021




OFFICE OF EMERGENCY MANAGEMENT AND COMMUNICATIONS
CITY OF CHICAGO

THE OFFICE OF THE EXECUTIVE DIRECTOR

TO: Jamie L. Rhee, Chief Procurement Officer
THE DEPARTMENT OF PROCUREMENT SERVICES (DPS)

Richard Butler, First Deputy
THE DEPARTMENT OF PROCUREMENT SERVICES (DPS)

FROM: 
Alicia Tate-Nadeau, Executive Director
**THE OFFICE OF EMERGENCY MANAGEMENT
AND COMMUNICATIONS (OEMC)**

DATE: April 18, 2018

SUBJECT: OEMC Compliance Concurrence
Vendor: AT&T
Packet for the Non-Competitive Review Board (NCRB)
Replacement and Maintenance of the OEMC 911 Public Emergency Systems
PO: 14026 Specification: 47978

The Office of Emergency Management and Communications (OEMC) has reviewed the Compliance Plan from AT&T for the two (2) year contract extension, vendor limit increase, and scope modification under PO 14026. The OEMC concurs with AT&T's recommended compliance plan for indirect participation. Indirect participation is the compliance goals for contract 14026. AT&T identified these certified vendors that will provide indirect participation under this contract modification:

Fullerton Engineering Consultants, Inc. MBE Participation: 20%
Archon Construction: WBE Participation 10%

If you should have any questions, please feel free to contact Rosemary McDonnell at (312)746-9369. Thank you.

cc: Monica Jimenez, Deputy Procurement Officer

PROFESSIONAL SERVICES INSURANCE REQUIREMENTS
Office of Emergency Management and Communications

AT&T
Upgrade Vesta DMS System
Spec 47978

For all purposes in this Schedule, the term "Contractor" means AT&T. The Contractor must provide and maintain at Contractor's own expense, during the term of the Agreement and time period following expiration if Contractor is required to return and perform any of the Services or Additional Services under this Agreement, the insurance coverages and requirements specified below, insuring all operations related to the Agreement.

A. INSURANCE TO BE PROVIDED

1) Workers Compensation and Employers Liability

Workers Compensation Insurance, as prescribed by applicable law, covering all employees who are to provide a service under this Agreement and Employers Liability coverage with limits of not less than \$1,000,000 each accident, illness or disease.

2) Commercial General Liability (Primary and Umbrella)

Commercial General Liability Insurance or equivalent with limits of not less than \$10,000,000 per occurrence for bodily injury, personal injury and property damage liability. Coverages must include the following: All premises and operations, products/completed operations (for a minimum of two (2) years following project completion), explosion, collapse, underground, separation of insureds, defense, and contractual liability (with no limitation endorsement). The City of Chicago is to be named as an additional insured on a primary, non-contributory basis for any liability arising directly or indirectly from the work.

Subcontractors performing Services for Contractor must maintain limits of not less than \$2,000,000 with the same terms herein.

3) Automobile Liability (Primary and Umbrella)

When any motor vehicles (owned, non-owned and hired) are used in connection with Services to be performed, Contractor must provide Automobile Liability Insurance with limits of not less than \$2,000,000 per occurrence for bodily injury and property damage. The City of Chicago is to be named as an additional insured on a primary, non-contributory basis.

Subcontractors performing Services for Contractor must maintain limits of not less than \$1,000,000 with the same terms herein.

4) All Risk Builders Risk Insurance

When Contractor undertakes any construction, including improvements, betterments, and/or repairs, the Contractor must provide All Risk Builders Risk Insurance at replacement cost for materials, supplies, equipment, machinery, and fixtures that are or will be part of the permanent facility/project. Coverages must include but are not limited to the following: right to partial occupancy, material stored off-site and in-transit, equipment breakdown, damage to adjoining and existing property, collapse, debris removal, faulty workmanship or materials, testing, mechanical-electrical breakdown. The City of Chicago is to be named as an additional insured and loss payee.

5) Error & Omissions/Professional Liability

When architects, engineers project managers, electronic data processing (EDP) professionals including but not limited to software designers, computer programmers, other professional consultants perform Services in connection with this Agreement, Professional Liability Insurance covering acts, errors, or omissions must be maintained with limits of not less than \$5,000,000. Coverage must include performance of or failure to perform EDP, performance of or failure to perform other computer services, and failure of software product to perform the function for the purpose intended. When policies are renewed or replaced, the policy retroactive date must coincide with, or precede start of work on the Agreement. A claim-made policy which is not renewed or replaced must have an extended reporting period of two (2) years.

6) All Risk Property/Installation Floater

All Risk Property/Installation Insurance must be maintained by the Contractor at replacement cost insuring loss or damage to the City property including OEMC 911 equipment, materials, parts and supplies that are part of the permanent facility/project during the course of design, development, implementation, installation and testing (until City acceptance), and during repair, rehabilitation, replacement/maintenance of the 911 systems. Coverage must include in transit, offsite faulty workmanship or materials, testing and mechanical-electrical breakdown. The City of Chicago is to be named as an additional insured and loss payee.

Contractor is responsible for all loss or damage to City property at full replacement cost incurred during installation, modification, maintenance and/or repairs to the OEMC 911 system or loss to any City property as a result of the Agreement.

Contractor is responsible for all loss or damage to personal property (including but not limited to materials, equipments, tools and supplies, owned, rented, leased or used by Contractor.

B. ADDITIONAL REQUIREMENTS

Contractor must furnish the City of Chicago, Department of Procurement Services, City Hall, Room 806, 121 North LaSalle Street, Chicago IL. 60602, original Certificates of Insurance, or such similar evidence, to be in force on the date of this Agreement, and Renewal Certificates of Insurance, or such similar evidence, if the coverages have an expiration or renewal date occurring during the term of this Agreement. Contractor must submit evidence of insurance on the City of Chicago Insurance Certificate Form (copy attached) or equivalent prior to execution of Agreement. The receipt of any certificate does not constitute agreement by the City that the insurance requirements in the Agreement have been fully met or that the insurance policies indicated on the certificate are in compliance with all Agreement requirements. The failure of the City to obtain certificates or other insurance evidence from Contractor is not a waiver by the City of any requirements for the Contractor to obtain and maintain the specified coverages. The Contractor must advise all insurers of the Agreement provisions regarding insurance. Non-conforming insurance does not relieve Contractor of the obligation to provide insurance as specified herein. Nonfulfillment of the insurance conditions may constitute a violation of the Agreement, and the City retains the right to stop work until proper evidence of insurance is provided, or the Agreement may be terminated.

The Contractor must provide for 60 days prior written notice to be given to the City in the event coverage is substantially changed, canceled or non-renewed.

Any deductibles or self-insured retentions on referenced insurance coverages must be borne by Contractor.

The Contractor hereby waives and agrees to require their insurers to waive their rights of subrogation against the City of Chicago, its employees, elected officials, agents or representatives.

The coverages and limits furnished by Contractor in no way limit the Contractor's liabilities and responsibilities specified within the Agreement or by law.

Any insurance or self-insurance programs maintained by the City of Chicago do not contribute with insurance provided by Contractor under this Agreement.

The required insurance to be carried is not limited by any limitations expressed in the indemnification language in this Agreement or any limitation placed on the indemnity in this Agreement given as a matter of law.

If Contractor is a joint venture or limited liability company, the insurance policies must name the joint venture or limited liability company as a named insured.

The Contractor must require all subcontractors to provide the insurance required herein, or Contractor may provide the coverages for subcontractors. All subcontractors are subject to the same insurance requirements of Contractor unless otherwise specified in this Agreement.

If Contractor or Subcontractor desire additional coverages, the party desiring the additional coverages is responsible for the acquisition and cost.

The City of Chicago Risk Management Department maintains the right to modify, delete, alter or change these requirements.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
01/19/2018

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).

PRODUCER Marsh USA Inc. 701 Market Street, Suite 1100 St. Louis, MO 63101 Attn: ATT.CertRequest@marsh.com		CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS:	
018566-GAW-CRT-17-18	X	X	INSURER(S) AFFORDING COVERAGE INSURER A: Old Republic Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
INSURED SBC Internet Services, Inc. One AT&T Plaza 208 South Akard Room 1830.06 Dallas, TX 75202		NAIC # 24147	

COVERAGES **CERTIFICATE NUMBER:** CHI-008889851-01 **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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY <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 310368	06/01/2017	06/01/2018	EACH OCCURRENCE \$ 10,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ N/A PERSONAL & ADV INJURY \$ 10,000,000 GENERAL AGGREGATE \$ 10,000,000 PRODUCTS - COMP/OP AGG \$ 10,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			MWTB 310367 MWZX 310369 (MI) (See Attached)	06/01/2017 06/01/2017	06/01/2018 06/01/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	MWC 310370 00	06/01/2017	06/01/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER 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 310371 (OH-WA) See Second Page	06/01/2017	06/01/2018	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)
Re: Contract 47978

The City of Chicago is/are included as Additional Insured under the General Liability and Automobile Liability policies but only with respect to the requirements of the contract between the Certificate Holder and the Insured. Explosion, Collapse, and Underground under the General Liability but only to the extent dictated by the policies terms, conditions, and exclusions. Contractual Liability under the General Liability but only to the extent dictated by policy terms, exclusions, and conditions. This insurance is primary with respect to the interest of the Additional Insured and any other insurance maintained by Additional Insured is excess and non-contributory with this insurance.

CERTIFICATE HOLDER City of Chicago OEMC 1411 W Madison Chicago, IL 60607	CANCELLATION 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. Manashi Mukherjee <i>Manashi Mukherjee</i>
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ADDITIONAL REMARKS SCHEDULE

AGENCY Marsh USA Inc.		NAMED INSURED SBC Internet Services, Inc. One AT&T Plaza 208 South Akard Room 1830.06 Dallas, TX 75202	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

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

Excess Workers' Compensation - MWXS 310371 (OH-WA)
 Self-Insured Retentions
 OH & WA - \$500,000,000 (except Terrorism)
 OH & WA - \$600,000,000 Terrorism

Excess Automobile Liability - MWZX 310369 (MI)
 Combined Single Limit - \$1,000,000
 Self-Insured Retention - \$1,000,000

Waiver of Subrogation is provided for General Liability, Automobile Liability and Workers' Compensation as required by written contract and allowable by law.

IL 10 (12/06) OLD REPUBLIC INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION TO CERTIFICATE HOLDERS

This endorsement modifies the notice of cancellation of insurance provided hereunder by adding the following:

- A.** In the event this policy is cancelled for any permissible reason, other than for nonpayment of premium, we 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.
- B.** This advance written notification of a cancellation of coverage is intended as a courtesy only. Our failure to provide such advance written notification will not extend the policy cancellation date, nor negate cancellation of the policy.

All other terms and conditions of this policy remain unchanged.

IL 10 (12/06) OLD REPUBLIC INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION TO CERTIFICATE HOLDERS

This endorsement modifies the notice of cancellation of insurance provided hereunder by adding the following:

- A.** In the event this policy is cancelled for any permissible reason, other than for nonpayment of premium, we 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.
- B.** This advance written notification of a cancellation of coverage is intended as a courtesy only. Our failure to provide such advance written notification will not extend the policy cancellation date, nor negate cancellation of the policy.

All other terms and conditions of this policy remain unchanged.

IL 10 (12/06) OLD REPUBLIC INSURANCE COMPANY

WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE POLICY

NOTICE OF CANCELATION TO CERTIFICATE HOLDERS

This endorsement modifies the notice of cancellation of insurance provided hereunder by adding the following:

- A.** In the event this policy is canceled for any permissible reason, other than for nonpayment of premium, we 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 Insured first named in item 1 of the Information Page 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.
- B.** This advance written notification of a cancellation of coverage is intended as a courtesy only. Our failure to provide such advance written notification will not extend the policy cancellation date, nor negate cancellation of the policy.

All other terms and conditions of this policy remain unchanged.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
01/19/2018

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).

PRODUCER Marsh USA Inc. 701 Market Street, Suite 1100 St. Louis, MO 63101 Attn: att.certrequest@marsh.com 018566-E&O-17-18	CONTACT NAME: PHONE (A/C, No, Ext): _____ FAX (A/C, No): _____ E-MAIL ADDRESS: _____													
	<table border="1"> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A : Old Republic Insurance Company</td> <td>24147</td> </tr> <tr> <td>INSURER B :</td> <td></td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Old Republic Insurance Company	24147	INSURER B :		INSURER C :		INSURER D :		INSURER E :		INSURER F :
INSURER(S) AFFORDING COVERAGE	NAIC #													
INSURER A : Old Republic Insurance Company	24147													
INSURER B :														
INSURER C :														
INSURER D :														
INSURER E :														
INSURER F :														
INSURED SBC Internet Services, Inc. One AT&T Plaza 208 South Akard Room 1830.06 Dallas, TX 75202														

COVERAGES **CERTIFICATE NUMBER:** CHI-008889925-01 **REVISION NUMBER:** 3

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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: _____						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability SIR Value			MWZZ 310366	06/01/2017	06/01/2018	5,000,000 10,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Re: Contract 47978

CERTIFICATE HOLDER City of Chicago OEMC 1411 W Madison Chicago, IL 60607	CANCELLATION 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. Manashi Mukherjee <i>Manashi Mukherjee</i>
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Certificate of Property Self Insurance

Attn: AT&T Services Inc.
Risk Management
208 S. Akard, Floor 18
Dallas, TX 75202
214-757-7990

Type of Insurance	Description	Type of Limits	Limits of Liability
Property	All Risks	Per Occurrence	Replacement Cost

Affiliates of AT&T's self-insurance will act as if commercial property insurance had been purchased. As contractually obligated, AT&T's self-insurance includes All Perils; Extended Perils – Flood, Earthquake; Business Interruption/Loss of Rents; Construction in Progress; and will waive their rights to recover from the other for any and all loss of or damage to their respective property if such loss or damage is covered, or required by this contractual obligation to be covered, by a valid and collectible commercial insurance policy or self-insurance; including "additional insured" and "loss payees".

The entity shown below provides coverage under its program of self-insurance. Legal entity to which this certificate applies is:
AT&T Corp.

Description of Operations/Locations:

Provide AT&T Hosted Call Handling to the City of Chicago (OEMC) to address the 911 & 311 calls. We will upgrade their current Airbus Vesta DMS Call Handling platform. This will include replacement of hardware and software by using AT&T and Airbus installation resources. Coverage includes builder's risk and installation floater.

Holder Name: City of Chicago - The Office of Emergency Management and Communications

Street Address: 1411 W. Madison

City: Chicago

ZIP: 60607

State: IL

Date Issued 1/30/2018

Lease End

Date 4/30/2028

Optional Attachment:

Issued By:

AT&T Services, Inc
Jennifer De La Torre

CANCELLATION:

Should any of the above described self-insured coverages be canceled or materially altered before one year after the issuance of this Certificate, the Company will endeavor to mail thirty (30) days written notice to the certificate holder named above. Failure to mail such notice shall impose no obligation or liability of any kind upon the Company, its agents or representatives. The limits evidenced on the above certificate will not increase or reduce those insurance limits set forth within the stated requirements of the contract to which this certificate applies. The giving of this Certificate will not increase the limits of the Company's liability to the Holder.

Rev. 08.07.2017

Dominic Savone
Sales Manager
SLED Sales

AT&T Business-Public Sector
225 W. Randolph Fl. 7
Chicago, IL 60606
Phone: 312-364-6275
Email: ds3792@att.com



March 26, 2018

Alicia Tate-Nadeau
Executive Director
City of Chicago
Office of Emergency Management and Communications
1411 West Madison Street
Chicago, IL 60607

Subject: AT&T Insurance Policy

Ref: Upgrade Vesta DMS System
911 Maintenance Agreement and Repair Services for Contract 14026

AT&T included the Certificate of Insurance for the two (2) year extension packet for the Non-Competitive Review Board (NCRB). The insurance expires June 1, 2018. AT&T's policy for insurance runs on an annual basis from June to the following May. AT&T will provide a new certificate of insurance for this contract toward the latter part of May for coverage from June 1, 2018 thru May 31, 2019. We will also provide renewal certificates on an annual basis every May for the following year. There will be no gap in insurance coverage for this contract.

AT&T provides annual Insurance Certificates for other City of Chicago contracts through the Department of Procurement Services. This is consistent with all contract between AT&T and the City of Chicago.

We look forward to your favorable reply.

Sincerely,

A handwritten signature in black ink, appearing to be 'DS', written over the word 'Sincerely,'.

Dominic Savone



CERTIFICATE OF FILING FOR
CITY OF CHICAGO ECONOMIC DISCLOSURE STATEMENT

EDS Number: 121206

Date of This Filing:01/02/2018 11:24 AM

Certificate Printed on: 01/02/2018

Original Filing Date:01/02/2018 11:24 AM

Disclosing Party: SBC Global Services, Inc.

Title:Sales Manager

Filed by: Dominic Savone

Matter: Amendment #4 for Contract 14026

Applicant: SBC Global Services, Inc.

Specification #:

Contract #: 14026

The Economic Disclosure Statement referenced above has been electronically filed with the City. Please provide a copy of this Certificate of Filing to your city contact with other required documents pertaining to the Matter. For additional guidance as to when to provide this Certificate and other required documents, please follow instructions provided to you about the Matter or consult with your City contact.

A copy of the EDS may be viewed and printed by visiting <http://webapps1.cityofchicago.org/EDSWeb> and entering the EDS number into the EDS Search. Prior to contract award, the filing is accessible online only to the disclosing party and the City, but is still subject to the Illinois Freedom of Information Act. The filing is visible online to the public after contract award.



CERTIFICATE OF FILING FOR
CITY OF CHICAGO ECONOMIC DISCLOSURE STATEMENT

EDS Number: 120761
Certificate Printed on: 01/03/2018

Date of This Filing:12/20/2017 08:22 PM
Original Filing Date:12/14/2017 03:27 PM

Disclosing Party: AT&T Corp.
Filed by: Dominic Savone

Title:Sales Manager

Matter: OEMC 911 Contract PO14026 two
year upgrade extension
Applicant: AT&T Corp.
Specification #:
Contract #: 14026

The Economic Disclosure Statement referenced above has been electronically filed with the City. Please provide a copy of this Certificate of Filing to your city contact with other required documents pertaining to the Matter. For additional guidance as to when to provide this Certificate and other required documents, please follow instructions provided to you about the Matter or consult with your City contact.

A copy of the EDS may be viewed and printed by visiting <http://webapps1.cityofchicago.org/EDSWeb> and entering the EDS number into the EDS Search. Prior to contract award, the filing is accessible online only to the disclosing party and the City, but is still subject to the Illinois Freedom of Information Act. The filing is visible online to the public after contract award.



**CITY OF CHICAGO
ECONOMIC DISCLOSURE STATEMENT and AFFIDAVIT
Related to Contract/Amendment/Solicitation
EDS # 120761**

SECTION I -- GENERAL INFORMATION

A. Legal name of the Disclosing Party submitting the EDS:

AT&T Corp.

Enter d/b/a if applicable:

The Disclosing Party submitting this EDS is:

the Applicant

B. Business address of the Disclosing Party:

One AT&T Way
Bedminister, NJ 07921-0752
United States

C. Telephone:

312-364-6275

Fax:

Email:

ds3792@att.com

D. Name of contact person:

Dominic Savone

E. Federal Employer Identification No. (if you have one):

13-4924710

F. Brief description of contract, transaction or other undertaking (referred to below as the "Matter") to which this EDS pertains:

OEMC 911 Contract PO14026 two year upgrade extension

Which City agency or department is requesting this EDS?

DEPT OF PROCUREMENT SERVICES

Specification Number

Contract (PO) Number

14026

Revision Number

Release Number

User Department Project Number

SECTION II -- DISCLOSURE OF OWNERSHIP INTERESTS

A. NATURE OF THE DISCLOSING PARTY

1. Indicate the nature of the Disclosing Party:

Other

Please specify the nature of your enterprise.

Communication Services Company

Is the Disclosing Party incorporated or organized in the State of Illinois?

No

State or foreign country of incorporation or organization:

New York

Registered to do business in the State of Illinois as a foreign entity?

Yes

B. DISCLOSING PARTY IS A LEGAL ENTITY:

1.a.1 Does the Disclosing Party have any directors?

Yes

1.a.3 List below the full names and titles of all executive officers and all directors, if any, of the entity. Do not include any directors who have no power to select the entity's officers.

Officer/Director:	James F. Dionne
Title:	Assistant Vice President - Accounting
Role:	Officer
Officer/Director:	Frank Jules
Title:	President - Global Business Solutions
Role:	Officer
Officer/Director:	Stephen A. McGaw
Title:	Senior Vice President-Corporate Strategy and Development
Role:	Officer
Officer/Director:	Gerry R. Chicoine
Title:	Senior Vice President - Audit Services
Role:	Officer
Officer/Director:	Thomas Harvey
Title:	Senior Vice President -Enhanced Client Services
Role:	Officer
Officer/Director:	Richard Hubbard
Title:	Senior Vice President - Networking Product Management
Role:	Officer
Officer/Director:	William C. Huber
Title:	Senior Vice President -Technical field Services
Role:	Officer

Officer/Director: J. Mark Schleyer
Title: Senior Vice President - Corporate Real Estate
Role: Officer

Officer/Director: Paul M. Wilson
Title: Assistant Secretary
Role: Officer

Officer/Director: Xavier D. Williams
Title: Senior Vice President - Business Operations Officer
Role: Officer

Officer/Director: Jim Bugel
Title: Vice President - FirstNet State Plans and Acquisitions
Role: Officer

Officer/Director: Abhi Ingle
Title: Senior Vice President -Digital Distribution and Channel Marketing
Role: Officer

Officer/Director: Kevin Leonard
Title: Vice President - Alternate Channels
Role: Officer

Officer/Director: Randall Porter
Title: Vice President - AT&T Partner Solutions
Role: Officer

Officer/Director: Russ McFadden
Title: Vice President - Portfolio Management and Transactions
Role: Officer

Officer/Director: Marc Melloy
Title: Vice President -Global Business and Partner Solutions Channel Marketing
Role: Officer

Officer/Director: Adrienne Scott

Title: Vice President - Wholesale Strategy and
Business Development
Role: Officer
Officer/Director: Chris Smith
Title: Vice President - Global Public
Sector-Technology
Role: Officer
Officer/Director: Wayne A. Wirtz
Title: Secretary
Role: Officer
Officer/Director: Michael J. Troiano
Title: Vice President - Advanced Mobility
Solutions
Role: Officer
Officer/Director: Sandy Markiewicz
Title: Executive Director - Customer Contracts
Role: Officer
Officer/Director: Deborah R. Bierbaum
Title: Assistant Secretary
Role: Officer
Officer/Director: Michael R. Dacey
Title: Assistant Secretary
Role: Officer
Officer/Director: Daniel T. Walsh
Title: Senior Vice President - Managing Director
Business Energy Solutions
Role: Officer
Officer/Director: David M. Eppsteiner
Title: Assistant Secretary
Role: Officer
Officer/Director: Lawrence J. Lafaro
Title: Assistant Secretary
Role: Officer

Officer/Director: Elaine Lou
Title: Assistant Treasurer
Role: Officer

Officer/Director: Michael Kay
Title: Assistant Vice President - Tax
Role: Officer

Officer/Director: Delores McCarty
Title: Assistant Secretary
Role: Officer

Officer/Director: Robert Murphy
Title: Assistant Secretary
Role: Officer

Officer/Director: Sherri L. Bazan
Title: Assistant Treasurer
Role: Officer

Officer/Director: Joelle J. Phillips
Title: Assistant Secretary
Role: Officer

Officer/Director: Richard A. Rocchini
Title: Assistant Secretary
Role: Officer

Officer/Director: Marilyn S. Spracker
Title: Assistant Secretary
Role: Officer

Officer/Director: James Talbot
Title: Assistant Secretary
Role: Officer

Officer/Director: Richard G. Vartain
Title: Assistant Secretary
Role: Officer

Officer/Director: Christopher Vrana
Title: Assistant Secretary

Role: Officer
Officer/Director: Brad Walter
Title: Assistant Secretary
Role: Officer
Officer/Director: Brooks McCorcle
Title: Sr Vice President - Senior Vice
 President-AT&T Partner Solutions
Role: Officer
Officer/Director: Teresa G. Blizzard
Title: Director - Tax
Role: Officer
Officer/Director: Terry Britt
Title: Director - Tax
Role: Officer
Officer/Director: Jeffrey Chambers
Title: Director - Tax
Role: Officer
Officer/Director: Karen Diorio
Title: Director - Tax
Role: Officer
Officer/Director: Linda A. Fisher
Title: Director - Tax
Role: Officer
Officer/Director: Judith L. Lagarde
Title: Director - Interconnection Agreements
Role: Officer
Officer/Director: Fletcher Ricks
Title: Director - Tax
Role: Officer
Officer/Director: Vivian Swierc
Title: Director - Tax
Role: Officer

Officer/Director: Steven Shashack
Title: Assistant Vice President - Tax
Role: Officer

Officer/Director: Stacey W. Roth
Title: Assistant Treasurer
Role: Officer

Officer/Director: Jeanette Napp
Title: Assistant Secretary
Role: Officer

Officer/Director: Paul W. Stephens
Title: Senior Vice President-Tax
Role: Officer

Officer/Director: Debra L Dial
Title:
Role: Director

Officer/Director: Anne Chow
Title: President- National Business
Role: Officer

Officer/Director: Stephen J Hodges
Title: SVP: Business Customer Experience
Role: Officer

Officer/Director: Veronica Bloodworth
Title: SVP: Construction and Engineering
Role: Officer

Officer/Director: Michael P Coffey
Title: SVP: Global Delivery and Assurance
Role: Officer

Officer/Director: Juan Flores
Title: SVP: Technology Management and Operations
Role: Officer

Officer/Director: Mo Katibeh
Title: Chief Marketing Officer

Role: Officer
Officer/Director: Mr. John J O'Connor
Title: Director
Role: Director
Officer/Director: Mr. F. Thaddeus Arroyo
Title: President and CEO
Role: Officer
Officer/Director: Mr. Keith Korte
Title: SVP Internet and Entertainment Field Services
Role: Officer
Officer/Director: Mr. Scott Mair
Title: SVP Technology Planning and Engineering
Role: Officer
Officer/Director: Mr. Roman Pacewicz
Title: SVP
Role: Officer
Officer/Director: Mr. Alex Parker
Title: SVP SLED
Role: Officer
Officer/Director: Mr. Christopher Sambar
Title: SVP AT&T FirstNet
Role: Officer
Officer/Director: Mr. Stephen Stine
Title: SVP and Chief Data Officer
Role: Officer
Officer/Director: Mr. Joseph Tocco
Title: SVP General Counsel
Role: Officer
Officer/Director: Mr. Christopher Penrose
Title: SVP IOT
Role: Officer

Officer/Director: Mr. Thomas R Archer
Title: VP Fiber Solutions
Role: Officer

Officer/Director: Mr. Dave Cundiff
Title: VP Program Office
Role: Officer

Officer/Director: Mrs. Alicia Dietsch
Title: VP Small Business Channel Marketing
Role: Officer

Officer/Director: Mr. Matt Hickey
Title: VP Public Sector Channel Marketing
Role: Officer

Officer/Director: Mr. John R Kiebonis
Title: VP Global sector solutions
Role: Officer

Officer/Director: Mrs. Danessa K Lambdin
Title: VP Security Solutions
Role: Officer

Officer/Director: Ken Lear
Title: Vice President-Design & Construction
Role: Officer

Officer/Director: David Matsushima
Title: Vice President & Assistant Secretary
Role: Officer

Officer/Director: Steven Dale McHenry
Title: Vice President-IP Transition
Role: Officer

Officer/Director: Brian Paperny
Title: Vice President-Tax
Role: Officer

Officer/Director: Anthony Robbins

Title: Vice President-Global Public Sector-Defense
Role: Officer
Officer/Director: Jill A. Singer
Title: Vice President-Global Public Sector-National Security
Role: Officer
Officer/Director: Robert Sloan
Title: Vice President-AT&T FirstNet Chief Operating Officer
Role: Officer
Officer/Director: Eric Weinbrom
Title: Vice President-Finance
Role: Officer
Officer/Director: Chris Zpevek
Title: Vice President-Sales Operations
Role: Officer
Officer/Director: Julianne Galloway
Title: Chief Financial Officer and Treasurer
Role: Officer
Officer/Director: Jennifer DeLaTorre
Title: Assistant Treasurer
Role: Officer
Officer/Director: Don Harris
Title: Assistant Secretary-EH&S
Role: Officer
Officer/Director: Barbara Monte
Title: Assistant Secretary-Regulatory Accounting
Role: Officer
Officer/Director: Marc Kron
Title: Director GlobalTrade Policies and Empowered Official
Role: Officer

Officer/Director: Jason Bunch
Title: Executive Director-Payroll
Role: Officer
Officer/Director: Rich Kurth
Title: Executive Director-Customer Contracts
Role: Officer
Officer/Director: Gary E. Johnson
Title: Assistant Vice President-Tax
Role: Officer

2. Ownership Information

Please provide ownership information concerning each person or entity that holds, or is anticipated to hold (see next paragraph), a direct or indirect beneficial interest in excess of 7.5% of the Applicant. Examples of such an interest include shares in a corporation, partnership interest in a partnership or joint venture, interest of a member or manager in a limited liability company, or interest of a beneficiary of a trust, estate, or other similar entity. Note: Each legal entity below may be required to submit an EDS on its own behalf.

Please disclose present owners below. Please disclose anticipated owners in an attachment submitted through the "Additional Info" tab. "Anticipated owner" means an individual or entity in existence at the time application for City action is made, which is not an applicant or owner at such time, but which the applicant expects to assume a legal status, within six months of the time the City action occurs, that would render such individual or entity an applicant or owner if they had held such legal status at the time application was made.

- AT&T Inc. - 100% - EDS 120763

Owner Details

Name	Business Address
AT&T Inc.	One AT&T Way 208 S. Akard Street Dallas, TX 75202 United States

SECTION III -- INCOME OR COMPENSATION TO, OR OWNERSHIP BY, CITY ELECTED OFFICIALS

A. Has the Disclosing Party provided any income or compensation to any City elected official during the 12-month period preceding the date of this EDS?

No

B. Does the Disclosing Party reasonably expect to provide any income or compensation to any City elected official during the 12-month period following the date of this EDS?

No

D. Does any City elected official or, to the best of the Disclosing Party's knowledge after reasonable inquiry, any City elected official's spouse or domestic partner, have a financial interest (as defined in Chapter 2-156 of the Municipal Code ("MCC")) in the Disclosing Party?

No

SECTION IV -- DISCLOSURE OF SUBCONTRACTORS AND OTHER RETAINED PARTIES

The Disclosing Party must disclose the name and business address of each subcontractor, attorney, lobbyist (as defined in MCC Chapter 2-156), accountant, consultant and any other person or entity whom the Disclosing Party has retained or expects to retain in connection with the Matter, as well as the nature of the relationship, and the total amount of the fees paid or estimated to be paid. The Disclosing Party is not required to disclose employees who are paid solely through the Disclosing Party's regular payroll.

If the Disclosing Party is uncertain whether a disclosure is required under this Section, the Disclosing Party must either ask the City whether disclosure is required or make the disclosure.

1. Has the Disclosing Party retained or does it anticipate retaining any legal entities in connection with the Matter?

Yes

2. List below the names of all legal entities which are retained parties.

Name : United Building Maintenance

Anticipated/Retained: Anticipated
Business Address: 154 Easy Street
Carol Stream, IL 60188 United States
Relationship: Subcontractor - MWDBE
Fees (\$\$ or %): 16.9%
Estimated/Paid: Estimated
Name: Archon Construction Company, Inc.
Anticipated/Retained: Anticipated
Business Address: 563 South Route 53
Addison, IL 60101 United States
Relationship: Subcontractor - MWDBE
Fees (\$\$ or %): 4.5%
Estimated/Paid: Estimated

3. Has the Disclosing Party retained or does it anticipate retaining any persons in connection with the Matter?

No

SECTION V -- CERTIFICATIONS

A. COURT-ORDERED CHILD SUPPORT COMPLIANCE

Under MCC Section 2-92-415, substantial owners of business entities that contract with the City must remain in compliance with their child support obligations throughout the contract's term.

Has any person who directly or indirectly owns 10% or more of the Disclosing Party been declared in arrearage of any child support obligations by any Illinois court of competent jurisdiction?

No

B. FURTHER CERTIFICATIONS

1. [This certification applies only if the Matter is a contract being handled by the City's Department of Procurement Services.] In the 5-year period preceding the date of this EDS, neither the Disclosing Party nor any Affiliated Entity has engaged, in

connection with the performance of any public contract, the services of an integrity monitor, independent private sector inspector general, or integrity compliance consultant (i.e. an individual or entity with legal, auditing, investigative, or other similar skills, designated by a public agency to help the agency monitor the activity of specified agency vendors as well as help the vendors reform their business practices so they can be considered for agency contracts in the future, or continue with a contract in progress).

I am unable to certify the above to be true

Explain :

AT&T certifies subject to the following: The above certification is made on behalf of AT&T Corp. and its parent company AT&T Inc. to the best of AT&T's knowledge, after reasonably diligent research.

2. The Disclosing Party and its Affiliated Entities are not delinquent in the payment of any fine, fee, tax or other source of indebtedness owed to the City of Chicago, including, but not limited to, water and sewer charges, license fees, parking tickets, property taxes and sales taxes, nor is the Disclosing Party delinquent in the payment of any tax administered by the Illinois Department of Revenue.

I am unable to certify the above to be true

Explain :

AT&T certifies subject to the following: The above certification is made on behalf of AT&T Inc. to the best of AT&T's knowledge after reasonably diligent research. AT&T is a large corporation with many entities. We are unable to certify that every fee has been paid to date. To the best of our knowledge, AT&T does not have significant outstanding balances owed to the City.

3. The Disclosing Party and, if the Disclosing Party is a legal entity, all of those persons or entities identified in Section II(B)(1) of this EDS:

- a. are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from any transactions by any federal, state or local unit of government;
- b. have not, during the 5 years before the date of this EDS, been convicted of a criminal offense, adjudged guilty, or had a civil judgment rendered against them in connection with: obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; a violation of federal or state antitrust statutes; fraud; embezzlement; theft;

- forgery; bribery; falsification or destruction of records; making false statements; or receiving stolen property;
- c. are not presently indicted for, or criminally or civilly charged by, a governmental entity (federal, state or local) with committing any of the offenses set forth in subparagraph (b) above;
 - d. have not, during the 5 years before the date of this EDS, had one or more public transactions (federal, state or local) terminated for cause or default; and
 - e. have not, during the 5 years before the date of this EDS, been convicted, adjudged guilty, or found liable in a civil proceeding, or in any criminal or civil action, including actions concerning environmental violations, instituted by the City or by the federal government, any state, or any other unit of local government.

I am unable to certify the above to be true

Explain :

See explanation for this Section contained in ¿ADDITIONAL INFO¿

4. The Disclosing Party understands and shall comply with the applicable requirements of MCC [Chapter 2-56 \(Inspector General\)](#) and [Chapter 2-156 \(Governmental Ethics\)](#).

I certify the above to be true

5. Neither the Disclosing Party, nor any [Contractor](#), nor any [Affiliated Entity](#) of either the Disclosing Party or any [Contractor](#), nor any [Agents](#) have, during the 5 years before the date of this EDS, or, with respect to a [Contractor](#), an [Affiliated Entity](#), or an [Affiliated Entity](#) of a [Contractor](#) during the 5 years before the date of such [Contractor's](#) or [Affiliated Entity's](#) contract or engagement in connection with the Matter:

- a. bribed or attempted to bribe, or been convicted or adjudged guilty of bribery or attempting to bribe, a public officer or employee of the City, the State of Illinois, or any agency of the federal government or of any state or local government in the United States of America, in that officer's or employee's official capacity;
- b. agreed or colluded with other bidders or prospective bidders, or been a party to any such agreement, or been convicted or adjudged guilty of agreement or collusion among bidders or prospective bidders, in restraint of freedom of competition by agreement to bid a fixed price or otherwise; or
- c. made an admission of such conduct described in subparagraph (a) or (b) above that is a matter of record, but have not been prosecuted for such conduct; or
- d. violated the provisions referenced in [MCC Subsection 2-92-320\(a\)\(4\)\(Contracts Requiring a Base Wage\)](#); [\(a\)\(5\)\(Debarment Regulations\)](#); or [\(a\)\(6\)\(Minimum Wage Ordinance\)](#).

I am unable to certify the above to be true

Explain :

AT&T certifies subject to the following: The above certification is made on behalf of AT&T Corp. and its parent company AT&T Inc. to the best of AT&T's knowledge, after reasonably diligent research.

6. Neither the Disclosing Party, nor any Affiliated Entity or Contractor, or any of their employees, officials, agents or partners, is barred from contracting with any unit of state or local government as a result of engaging in or being convicted of

- bid-rigging in violation of [720 ILCS 5/33E-3](#);
- bid-rotating in violation of [720 ILCS 5/33E-4](#); or
- any similar offense of any state or of the United States of America that contains the same elements as the offense of bid-rigging or bid-rotating.

I am unable to certify the above to be true

Explain :

See explanation for this Section contained in ¿ADDITIONAL INFO¿

7. Neither the Disclosing Party nor any Affiliated Entity is listed on a Sanctions List maintained by the United States Department of Commerce, State, or Treasury, or any successor federal agency.

I am unable to certify the above to be true

Explain :

AT&T certifies subject to the following: The above certification is made on behalf of AT&T Corp. and its parent company AT&T Inc. to the best of AT&T's knowledge, after reasonably diligent research.

8. [FOR APPLICANT ONLY]

- Neither the Applicant nor any "controlling person" [[see MCC Chapter 1-23, Article 1](#) for applicability and defined terms] of the Applicant is currently indicted or charged with, or has admitted guilt of, or has ever been convicted of, or placed under supervision for, any criminal offense involving actual, attempted, or conspiracy to commit bribery, theft, fraud, forgery, perjury, dishonesty or deceit against an officer or employee of the City or any "sister agency" ; and

- ii. the Applicant understands and acknowledges that compliance with Article I is a continuing requirement for doing business with the City.

NOTE: If MCC Chapter 1-23, Article I applies to the Applicant, that Article's permanent compliance timeframe supersedes 5-year compliance timeframes in this Section V.

I am unable to certify the above to be true

Explain :

AT&T certifies subject to the following: The above certification is made on behalf of AT&T Corp. and its parent company AT&T Inc. to the best of AT&T's knowledge, after reasonably diligent research.

9. [FOR APPLICANT ONLY] The Applicant and its Affiliated Entities will not use, nor permit their subcontractors to use, any facility listed as having an active exclusion by the U.S. EPA on the federal System for Award Management ("SAM")

I am unable to certify the above to be true

Explain :

AT&T certifies subject to the following: The above certification is made on behalf of AT&T Corp. and its parent company AT&T Inc. to the best of AT&T's knowledge, after reasonably diligent research.

10. [FOR APPLICANT ONLY] The Applicant will obtain from any contractors/subcontractors hired or to be hired in connection with the Matter certifications equal in form and substance to those in Certifications (2) and (9) above and will not, without the prior written consent of the City, use any such contractor/subcontractor that does not provide such certifications or that the Applicant has reason to believe has not provided or cannot provide truthful certifications.

I am unable to certify the above to be true

Explain :

AT&T certifies subject to the following: The above certification is made on behalf of AT&T Corp. and its parent company AT&T Inc. to the best of AT&T's knowledge, after reasonably diligent research.

11. To the best of the Disclosing Party's knowledge after reasonable inquiry, the following is a complete list of all current employees of the Disclosing Party who were, at any time during the 12-month period preceding the date of this EDS, an employee, or elected or appointed official, of the City of Chicago.

I have a disclosure to make

List below the names of all current employees of the Disclosing Party who were, at any time during the 12-month period preceding the execution date of this EDS, an employee, or elected or appointed official, of the City of Chicago:

Name: Mrs. Eileen Mitchell
City Title: Chief of Staff

12. To the best of the Disclosing Party's knowledge after reasonable inquiry, the following is a complete list of all gifts that the Disclosing Party has given or caused to be given, at any time during the 12-month period preceding the execution date of this EDS, to an employee, or elected or appointed official, of the City of Chicago. For purposes of this statement, a "gift" does not include: (i) anything made generally available to City employees or to the general public, or (ii) food or drink provided in the course of official City business and having a retail value of less than \$25 per recipient, or (iii) a political contribution otherwise duly reported as required by law.

None

C. CERTIFICATION OF STATUS AS FINANCIAL INSTITUTION

The Disclosing Party certifies, as defined in MCC Section 2-32-455(b), the Disclosing Party

is not a "financial institution"

D. CERTIFICATION REGARDING FINANCIAL INTEREST IN CITY BUSINESS

Any words or terms defined in MCC Chapter 2-156 have the same meanings if used in this Part D.

1. In accordance with MCC Section 2-156-110: To the best of the Disclosing Party's knowledge after reasonable inquiry, does any official or employee of the City have a financial interest in his or her own name or in the name of any other person or entity in the Matter?

No

E. CERTIFICATION REGARDING SLAVERY ERA BUSINESS

If the Disclosing Party cannot make this verification, the Disclosing Party must disclose all required information in the space provided below or in an attachment in the "Additional Info" tab. Failure to comply with these disclosure requirements may make any contract entered into with the City in connection with the Matter voidable by the City.

The Disclosing Party verifies that the Disclosing Party has searched any and all records of the Disclosing Party and any and all predecessor entities regarding records of investments or profits from slavery or slaveholder insurance policies during the slavery era (including insurance policies issued to slaveholders that provided coverage for damage to or injury or death of their slaves), and the Disclosing Party has found no such records.

I cannot make the above verification

The Disclosing Party verifies that, as a result of conducting the search above, the Disclosing Party has found records of investments or profits from slavery or slaveholder insurance policies. The Disclosing party verifies that the following constitutes full disclosure of all such records, including the names of any and all slaves or slaveholders described in those records.

AT&T certifies subject to the following: The above certification is made on behalf of AT&T Corp. and its parents company AT&T Inc. to the best of AT&T's knowledge, after reasonably diligent research.

SECTION VI -- CERTIFICATIONS FOR FEDERALLY FUNDED MATTERS

Is the Matter federally funded? For the purposes of this Section VI, tax credits allocated by the City and proceeds of debt obligations of the City are not federal funding.

No

SECTION VII - FURTHER ACKNOWLEDGMENTS AND CERTIFICATION

The Disclosing Party understands and agrees that:

- A. The certifications, disclosures, and acknowledgments contained in this EDS will become part of any contract or other agreement between the Applicant and the City in connection with the Matter, whether procurement, City assistance, or other City action, and are material inducements to the City's execution of any contract or taking other action with respect to the Matter. The Disclosing Party

understands that it must comply with all statutes, ordinances, and regulations on which this EDS is based.

- B. The City's Governmental Ethics Ordinance, MCC Chapter 2-156, imposes certain duties and obligations on persons or entities seeking City contracts, work, business, or transactions. The full text of this ordinance and a training program is available on line at www.cityofchicago.org/Ethics, and may also be obtained from the City's Board of Ethics, 740 N. Sedgwick St., Suite 500, Chicago, IL 60610, (312) 744-9660. The Disclosing Party must comply fully with this ordinance.

I acknowledge and consent to the above

The Disclosing Party understands and agrees that:

- C. If the City determines that any information provided in this EDS is false, incomplete or inaccurate, any contract or other agreement in connection with which it is submitted may be rescinded or be void or voidable, and the City may pursue any remedies under the contract or agreement (if not rescinded or void), at law, or in equity, including terminating the Disclosing Party's participation in the Matter and/or declining to allow the Disclosing Party to participate in other City transactions. Remedies at law for a false statement of material fact may include incarceration and an award to the City of treble damages.
- D. It is the City's policy to make this document available to the public on its Internet site and/or upon request. Some or all of the information provided in, and appended to, this EDS may be made publicly available on the Internet, in response to a Freedom of Information Act request, or otherwise. By completing and signing this EDS, the Disclosing Party waives and releases any possible rights or claims which it may have against the City in connection with the public release of information contained in this EDS and also authorizes the City to verify the accuracy of any information submitted in this EDS.
- E. The information provided in this EDS must be kept current. In the event of changes, the Disclosing Party must supplement this EDS up to the time the City takes action on the Matter. If the Matter is a contract being handled by the City's Department of Procurement Services, the Disclosing Party must update this EDS as the contract requires. NOTE: With respect to Matters subject to MCC Article I of Chapter 1-23 (imposing PERMANENT INELIGIBILITY for certain specified offenses), the information provided herein regarding eligibility must be kept current for a longer period, as required by MCC Chapter 1-23 and Section 2-154-020.

I acknowledge and consent to the above

APPENDIX A - FAMILIAL RELATIONSHIPS WITH ELECTED CITY OFFICIALS AND DEPARTMENT HEADS

This Appendix is to be completed only by (a) the Applicant, and (b) any legal entity which has a direct ownership interest in the Applicant exceeding 7.5%. It is not to be completed by any legal entity which has only an indirect ownership interest in the Applicant.

Under MCC Section 2-154-015, the Disclosing Party must disclose whether such Disclosing Party or any "Applicable Party" or any Spouse or Domestic Partner thereof currently has a "familial relationship" with any elected city official or department head. A "familial relationship" exists if, as of the date this EDS is signed, the Disclosing Party or any "Applicable Party" or any Spouse or Domestic Partner thereof is related to the mayor, any alderman, the city clerk, the city treasurer or any city department head as spouse or domestic partner or as any of the following, whether by blood or adoption: parent, child, brother or sister, aunt or uncle, niece or nephew, grandparent, grandchild, father-in-law, mother-in-law, son-in-law, daughter-in-law, stepfather or stepmother, stepson or stepdaughter, stepbrother or stepsister or half-brother or half-sister.

"Applicable Party" means (1) all corporate officers of the Disclosing Party, if the Disclosing Party is a corporation; all partners of the Disclosing Party, if the Disclosing Party is a general partnership; all general partners and limited partners of the Disclosing Party, if the Disclosing Party is a limited partnership; all managers, managing members and members of the Disclosing Party, if the Disclosing Party is a limited liability company; (2) all principal officers of the Disclosing Party; and (3) any person having more than a 7.5% ownership interest in the Disclosing Party. "Principal officers" means the president, chief operating officer, executive director, chief financial officer, treasurer or secretary of a legal entity or any person exercising similar authority.

Does the Disclosing Party or any "Applicable Party" or any Spouse or Domestic Partner thereof currently have a "familial relationship" with an elected city official or department head?

No

APPENDIX B - BUILDING CODE SCOFFLAW/PROBLEM LANDLORD CERTIFICATION

This Appendix is to be completed only by (a) the Applicant, and (b) any legal entity which has a direct ownership interest in the Applicant exceeding 7.5% (an "Owner"). It is not to be completed by any legal entity which has only an indirect ownership interest in the Applicant.

Pursuant to MCC Section 2-154-010, is the Applicant or any Owner identified as a building code scofflaw or problem landlord pursuant to MCC Section 2-92-416??

No

ADDITIONAL INFO

Please add any additional explanatory information here. If explanation is longer than 1000 characters, you may add an attachment below. Please note that your EDS, including all attachments, becomes available for public viewing upon contract award. Your attachments will be viewable "as is" without manual redaction by the City. You are responsible for redacting any non-public information from your documents before uploading.

see attachment

List of vendor attachments uploaded by City staff

None.

List of attachments uploaded by vendor

additional info

CERTIFICATION

Under penalty of perjury, the person signing below: (1) warrants that he/she is authorized to execute this EDS, and Appendices A and B (if applicable), on behalf of the Disclosing Party, and (2) warrants that all certifications and statements contained in this EDS, and Appendices A and B (if applicable), are true, accurate and complete as of the date furnished to the City. Submission of this form constitutes making the oath associated with notarization.

/s/ 12/20/2017
Dominic Savone
Sales Manager
AT&T Corp.

This is a printed copy of the Economic Disclosure Statement, the original of which is filed electronically with the City of Chicago. Any alterations must be made electronically, alterations on this printed copy are void and of no effect.

SECTION III -- INCOME OR COMPENSATION TO, OR OWNERSHIP BY, CITY ELECTED OFFICIALS

A. Has the Disclosing Party provided any income or compensation to any City elected official during the 12-month period preceding the date of this EDS?

No, subject to the following: During 2017, AT&T Services, Inc. had an agreement with Main Street Consulting, a consulting firm, to provide consulting services to AT&T Services, Inc. on behalf of itself and its corporate affiliates. Main Street Consulting is owned by Kristin Donels, who is the wife of City Alderman Brendan Reilly. Mr. Reilly has provided services under that consulting agreement in the past 12 months.

(1) Section V, Sub-Section B, Further Certifications, Items 3 and 6:

AT&T certifies subject to the following: With respect to the persons identified in Section II.B.1 of this EDS, AT&T Corp. makes these certifications on information and belief. Specifically, the officers and employees of AT&T are required to complete a code of business conduct certification annually. AT&T is a global company with a national presence. As such, AT&T is subject to local, state and federal rules and regulations in a number of jurisdictions, in addition to the City of Chicago. As a large corporate entity, AT&T is, and has been, a party in numerous civil actions and proceedings. With the exception of routine administrative matters, within the five-year period preceding the date of this EDS, to the best of its knowledge, after reasonably diligent research, AT&T has not been convicted, adjudged guilty, or found liable in any criminal or civil action instituted by a) the City of Chicago, b) the federal government, c) the State of Illinois or any other state, or d) any other unit of local government. In this response, AT&T is construing the term "criminal and civil action" as referring only to an actual suit filed in a court of competent jurisdiction within the United States of America. Additionally, AT&T is not aware of any matter which would affect its ability to deliver the Services to the City as agreed to pursuant to the Master Agreement between AT&T and the City. AT&T is not aware of any other materials that might be classified as "civil proceedings" for purposes of this EDS.

(2) Section V, Sub-Section B, Further Certifications, Items 3, Sub-Section d:

In regard to Section 3.d, AT&T Corp., to the best of its knowledge, information and belief, is not aware of any public contracts that have been terminated for cause or default in the past 5 years that would have any impact on AT&T's ability to provide services to the City of Chicago.



**CITY OF CHICAGO
ECONOMIC DISCLOSURE STATEMENT and AFFIDAVIT
Related to Contract/Amendment/Solicitation
EDS # 120763**

SECTION I -- GENERAL INFORMATION

A. Legal name of the Disclosing Party submitting the EDS:

AT&T Inc.

Enter d/b/a if applicable:

A Legal entity holding a direct or indirect interest in the Applicant.

The Disclosing Party submitting this EDS is:

a legal entity currently holding an interest in the Applicant

The Disclosing Party holds an interest in

AT&T Corp. and EDS is 120761

B. Business address of the Disclosing Party:

One AT&T Way
208 S. Akard Street
Dallas, TX 75202
United States

C. Telephone:

312-364-6275

Fax:

312-364-6275

Email:

ds3792@att.com

D. Name of contact person:

Mr. Dominic Savone

E. Federal Employer Identification No. (if you have one):

43-1301883

SECTION II -- DISCLOSURE OF OWNERSHIP INTERESTS

A. NATURE OF THE DISCLOSING PARTY

1. Indicate the nature of the Disclosing Party:

Other

Please specify the nature of your enterprise.

Telecommunications holding company

Is the Disclosing Party incorporated or organized in the State of Illinois?

No

State or foreign country of incorporation or organization:

Delaware

Registered to do business in the State of Illinois as a foreign entity?

No

B. DISCLOSING PARTY IS A LEGAL ENTITY:

1.a.1 Does the Disclosing Party have any directors?

Yes

1.a.3 List below the full names and titles of all executive officers and all directors, if any, of the entity. Do not include any directors who have no power to select the entity's officers.

Officer/Director: Randall L. Stephenson

Title: Chairman of the Board

Role: Both
Officer/Director: Michael B. McCallister
Title: Director
Role: Director
Officer/Director: Scott T. Ford
Title: Director
Role: Officer
Officer/Director: Matthes K. Rose
Title: Director
Role: Director
Officer/Director: Laura D'Andrea Tyson
Title: Director
Role: Director
Officer/Director: Randall L. Stephenson
Title: Chief Executive Officer and President
Role: Both
Officer/Director: William A. Blase Jr
Title: Senior Executive Vice President - Human Resources
Role: Officer
Officer/Director: John J. Stephens
Title: Senior Executive Vice President and Chief Financial Officer
Role: Officer
Officer/Director: Gerry R. Chicoine
Title: Senior Vice President- Audit Services
Role: Officer
Officer/Director: Lawrence J. Ruzicka
Title: Senior Vice President - Tax
Role: Officer
Officer/Director: Paul W. Stephens
Title: Senior Vice President and Tax Officer

Role: Officer
Officer/Director: George B. Goeke
Title: Senior Vice President and Treasurer
Role: Officer
Officer/Director: Wayne A. Wirtz
Title: Vice President-Associate General Counsel
and Assistant Secretary
Role: Officer
Officer/Director: Beth E. Mooney
Title:
Role: Director
Officer/Director: Joyce M. Roche
Title:
Role: Director
Officer/Director: Cynthia B. Taylor
Title:
Role: Director
Officer/Director: Glenn H Hutchins
Title: Director
Role: Director
Officer/Director: William E. Kennard
Title: Director
Role: Director
Officer/Director: Michael J. Viola
Title: Senior Vice President - Investor
Relations
Role: Officer
Officer/Director: Lori Lee
Title: Senior Executive Vice President - and
Global Marketing Officer
Role: Officer
Officer/Director: Stacey Maris

Title: Senior Vice President and Assistant
 General Counsel and Secretary
Role: Officer
Officer/Director: Samuel A. Di Piazza Jr
Title: Director
Role: Director
Officer/Director: Richard W. Fisher
Title: Director
Role: Director
Officer/Director: Geoffrey Y. Yang
Title: Director
Role: Director
Officer/Director: David S. Huntley
Title: Sr. Executive VP & Chief Compliance
 Officer
Role: Officer
Officer/Director: David R. McAtee
Title: Sr. Executive VP and General Council
Role: Officer
Officer/Director: Debra L. Dial
Title: Sr. VP and Controller
Role: Officer
Officer/Director: Mr. Stephen A McGaw
Title: Senior Vice President - Corporate
 Strategy and Development
Role: Officer
Officer/Director: Mrs. Julianne K Galloway
Title: Vice President and Assistant Treasurer
Role: Officer

2. Ownership Information

Please confirm ownership information concerning each person or entity that having a direct or indirect beneficial interest in excess of 7.5% of the Disclosing Party (your

entity). Examples of such an interest include shares in a corporation, partnership interest in a partnership or joint venture, interest of a member or manager in a limited liability company, or interest of a beneficiary of a trust, estate, or other similar entity. Note: Each legal entity below may be required to submit an EDS on its own behalf.

As reported by the Disclosing Party, the immediate owner(s) of the Disclosing Party is/are listed below:

There are no owners with greater than 7.5 percent ownership in the Disclosing Party.

SECTION III -- INCOME OR COMPENSATION TO, OR OWNERSHIP BY, CITY ELECTED OFFICIALS

A. Has the Disclosing Party provided any income or compensation to any City elected official during the 12-month period preceding the date of this EDS?

No

B. Does the Disclosing Party reasonably expect to provide any income or compensation to any City elected official during the 12-month period following the date of this EDS?

No

D. Does any City elected official or, to the best of the Disclosing Party's knowledge after reasonable inquiry, any City elected official's spouse or domestic partner, have a financial interest (as defined in Chapter 2-156 of the Municipal Code ("MCC")) in the Disclosing Party?

No

SECTION V -- CERTIFICATIONS

A. COURT-ORDERED CHILD SUPPORT COMPLIANCE

Under MCC Section 2-92-415, substantial owners of business entities that contract with the City must remain in compliance with their child support obligations throughout the contract's term.

Has any person who directly or indirectly owns 10% or more of the Disclosing Party been declared in arrearage of any child support obligations by any Illinois court of competent jurisdiction?

Not applicable because no person directly or indirectly owns 10% or more of the Disclosing Party

B. FURTHER CERTIFICATIONS

1. [This certification applies only if the Matter is a contract being handled by the City's Department of Procurement Services.] In the 5-year period preceding the date of this EDS, neither the Disclosing Party nor any Affiliated Entity has engaged, in connection with the performance of any public contract, the services of an integrity monitor, independent private sector inspector general, or integrity compliance consultant (i.e. an individual or entity with legal, auditing, investigative, or other similar skills, designated by a public agency to help the agency monitor the activity of specified agency vendors as well as help the vendors reform their business practices so they can be considered for agency contracts in the future, or continue with a contract in progress).

I am unable to certify the above to be true

Explain :

AT&T certifies subject to the following: The above certification is made on behalf of AT&T Inc. to the best of AT&T's knowledge, after reasonably diligent research.

2. The Disclosing Party and its Affiliated Entities are not delinquent in the payment of any fine, fee, tax or other source of indebtedness owed to the City of Chicago, including, but not limited to, water and sewer charges, license fees, parking tickets, property taxes and sales taxes, nor is the Disclosing Party delinquent in the payment of any tax administered by the Illinois Department of Revenue.

I am unable to certify the above to be true

Explain :

AT&T certifies subject to the following: The above certification is made on behalf of AT&T Inc. to the best of AT&T's knowledge, after reasonably diligent research. AT&T is a large corporation with many entities. We are unable to certify that every fee has been paid to date. To the best of our knowledge, AT&T does not have any significant outstanding balances owed to the City.

3. The Disclosing Party and, if the Disclosing Party is a legal entity, all of those persons or entities identified in Section II(B)(1) of this EDS:

- a. are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from any transactions by any federal, state or local unit of government;

- b. have not, during the 5 years before the date of this EDS, been convicted of a criminal offense, adjudged guilty, or had a civil judgment rendered against them in connection with: obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; a violation of federal or state antitrust statutes; fraud; embezzlement; theft; forgery; bribery; falsification or destruction of records; making false statements; or receiving stolen property;
- c. are not presently indicted for, or criminally or civilly charged by, a governmental entity (federal, state or local) with committing any of the offenses set forth in subparagraph (b) above;
- d. have not, during the 5 years before the date of this EDS, had one or more public transactions (federal, state or local) terminated for cause or default; and
- e. have not, during the 5 years before the date of this EDS, been convicted, adjudged guilty, or found liable in a civil proceeding, or in any criminal or civil action, including actions concerning environmental violations, instituted by the City or by the federal government, any state, or any other unit of local government.

I am unable to certify the above to be true

Explain :

See Explanation for this Section set out in ADDITIONAL INFO.

4. The Disclosing Party understands and shall comply with the applicable requirements of MCC [Chapter 2-56 \(Inspector General\)](#) and [Chapter 2-156 \(Governmental Ethics\)](#).

I certify the above to be true

5. Neither the Disclosing Party, nor any [Contractor](#), nor any [Affiliated Entity](#) of either the Disclosing Party or any [Contractor](#), nor any [Agents](#) have, during the 5 years before the date of this EDS, or, with respect to a [Contractor](#), an [Affiliated Entity](#), or an [Affiliated Entity](#) of a [Contractor](#) during the 5 years before the date of such [Contractor's](#) or [Affiliated Entity's](#) contract or engagement in connection with the Matter:

- a. bribed or attempted to bribe, or been convicted or adjudged guilty of bribery or attempting to bribe, a public officer or employee of the City, the State of Illinois, or any agency of the federal government or of any state or local government in the United States of America, in that officer's or employee's official capacity;
- b. agreed or colluded with other bidders or prospective bidders, or been a party to any such agreement, or been convicted or adjudged guilty of agreement or collusion among bidders or prospective bidders, in restraint of freedom of competition by agreement to bid a fixed price or otherwise; or

- c. made an admission of such conduct described in subparagraph (a) or (b) above that is a matter of record, but have not been prosecuted for such conduct; or
- d. violated the provisions referenced in [MCC Subsection 2-92-320\(a\)\(4\)\(Contracts Requiring a Base Wage\)](#); [\(a\)\(5\)\(Debarment Regulations\)](#); or [\(a\)\(6\)\(Minimum Wage Ordinance\)](#).

I am unable to certify the above to be true

Explain :

AT&T certifies subject to the following: The above certification is made on behalf of AT&T Inc. to the best of AT&T's knowledge, after reasonably diligent research.

6. Neither the Disclosing Party, nor any [Affiliated Entity](#) or [Contractor](#), or any of their employees, officials, [agents](#) or partners, is barred from contracting with any unit of state or local government as a result of engaging in or being convicted of

- bid-rigging in violation of [720 ILCS 5/33E-3](#);
- bid-rotating in violation of [720 ILCS 5/33E-4](#); or
- any similar offense of any state or of the United States of America that contains the same elements as the offense of bid-rigging or bid-rotating.

I am unable to certify the above to be true

Explain :

See Explanation for this Section set out in ADDITIONAL INFO.

7. Neither the Disclosing Party nor any [Affiliated Entity](#) is listed on a Sanctions List maintained by the United States Department of Commerce, State, or Treasury, or any successor federal agency.

I am unable to certify the above to be true

Explain :

AT&T certifies subject to the following: The above certification is made on behalf of AT&T Inc. to the best of AT&T's knowledge, after reasonably diligent research.

8. [FOR APPLICANT ONLY]

- i. Neither the Applicant nor any "controlling person" [[see MCC Chapter 1-23, Article I](#) for applicability and defined terms] of the Applicant is currently indicted or charged with, or has admitted guilt of, or has ever been convicted of, or placed under supervision for, any criminal offense involving actual, attempted,

- or conspiracy to commit bribery, theft, fraud, forgery, perjury, dishonesty or deceit against an officer or employee of the City or any "sister agency" ; and
- ii. the Applicant understands and acknowledges that compliance with Article I is a continuing requirement for doing business with the City.

NOTE: If MCC Chapter 1-23, Article I applies to the Applicant, that Article's permanent compliance timeframe supersedes 5-year compliance timeframes in this Section V.

Not applicable because disclosing party is not the Applicant

11. To the best of the Disclosing Party's knowledge after reasonable inquiry, the following is a complete list of all current employees of the Disclosing Party who were, at any time during the 12-month period preceding the date of this EDS, an employee, or elected or appointed official, of the City of Chicago.

I have a disclosure to make

List below the names of all current employees of the Disclosing Party who were, at any time during the 12-month period preceding the execution date of this EDS, an employee, or elected or appointed official, of the City of Chicago:

Name: Mrs. Eileen M Mitchell
City Title: Chief of Staff

12. To the best of the Disclosing Party's knowledge after reasonable inquiry, the following is a complete list of all gifts that the Disclosing Party has given or caused to be given, at any time during the 12-month period preceding the execution date of this EDS, to an employee, or elected or appointed official, of the City of Chicago. For purposes of this statement, a "gift" does not include: (i) anything made generally available to City employees or to the general public, or (ii) food or drink provided in the course of official City business and having a retail value of less than \$25 per recipient, or (iii) a political contribution otherwise duly reported as required by law.

None

C. CERTIFICATION OF STATUS AS FINANCIAL INSTITUTION

The Disclosing Party certifies, as defined in MCC Section 2-32-455(b), the Disclosing Party

is not a "financial institution"

E. CERTIFICATION REGARDING SLAVERY ERA BUSINESS

If the Disclosing Party cannot make this verification, the Disclosing Party must disclose all required information in the space provided below or in an attachment in the "Additional Info" tab. Failure to comply with these disclosure requirements may make any contract entered into with the City in connection with the Matter voidable by the City.

The Disclosing Party verifies that the Disclosing Party has searched any and all records of the Disclosing Party and any and all predecessor entities regarding records of investments or profits from slavery or slaveholder insurance policies during the slavery era (including insurance policies issued to slaveholders that provided coverage for damage to or injury or death of their slaves), and the Disclosing Party has found no such records.

I cannot make the above verification

The Disclosing Party verifies that, as a result of conducting the search above, the Disclosing Party has found records of investments or profits from slavery or slaveholder insurance policies. The Disclosing party verifies that the following constitutes full disclosure of all such records, including the names of any and all slaves or slaveholders described in those records.

AT&T certifies subject to the following: The above certification is made on behalf of AT&T Inc. to the best of AT&T's knowledge, after reasonably diligent research.

SECTION VII - FURTHER ACKNOWLEDGMENTS AND CERTIFICATION

The Disclosing Party understands and agrees that:

- A. The certifications, disclosures, and acknowledgments contained in this EDS will become part of any contract or other agreement between the Applicant and the City in connection with the Matter, whether procurement, City assistance, or other City action, and are material inducements to the City's execution of any contract or taking other action with respect to the Matter. The Disclosing Party understands that it must comply with all statutes, ordinances, and regulations on which this EDS is based.
- B. The City's Governmental Ethics Ordinance, MCC Chapter 2-156, imposes certain duties and obligations on persons or entities seeking City contracts, work, business, or transactions. The full text of this ordinance and a training program is available on line at www.cityofchicago.org/Ethics, and may also be obtained from the City's Board of Ethics, 740 N. Sedgwick St., Suite 500, Chicago, IL 60610, (312) 744-9660. The Disclosing Party must comply fully with this ordinance.

I acknowledge and consent to the above

The Disclosing Party understands and agrees that:

- C. If the City determines that any information provided in this EDS is false, incomplete or inaccurate, any contract or other agreement in connection with which it is submitted may be rescinded or be void or voidable, and the City may pursue any remedies under the contract or agreement (if not rescinded or void), at law, or in equity, including terminating the Disclosing Party's participation in the Matter and/or declining to allow the Disclosing Party to participate in other City transactions. Remedies at law for a false statement of material fact may include incarceration and an award to the City of treble damages.
- D. It is the City's policy to make this document available to the public on its Internet site and/or upon request. Some or all of the information provided in, and appended to, this EDS may be made publicly available on the Internet, in response to a Freedom of Information Act request, or otherwise. By completing and signing this EDS, the Disclosing Party waives and releases any possible rights or claims which it may have against the City in connection with the public release of information contained in this EDS and also authorizes the City to verify the accuracy of any information submitted in this EDS.
- E. The information provided in this EDS must be kept current. In the event of changes, the Disclosing Party must supplement this EDS up to the time the City takes action on the Matter. If the Matter is a contract being handled by the City's Department of Procurement Services, the Disclosing Party must update this EDS as the contract requires. NOTE: With respect to Matters subject to MCC Article I of Chapter 1-23 (imposing PERMANENT INELIGIBILITY for certain specified offenses), the information provided herein regarding eligibility must be kept current for a longer period, as required by MCC Chapter 1-23 and Section 2-154-020.

I acknowledge and consent to the above

APPENDIX A - FAMILIAL RELATIONSHIPS WITH ELECTED CITY OFFICIALS AND DEPARTMENT HEADS

This Appendix is to be completed only by (a) the Applicant, and (b) any legal entity which has a direct ownership interest in the Applicant exceeding 7.5%. It is not to be completed by any legal entity which has only an indirect ownership interest in the Applicant.

Under MCC Section 2-154-015, the Disclosing Party must disclose whether such Disclosing Party or any "Applicable Party" or any Spouse or Domestic Partner thereof currently has a "familial relationship" with any elected city official or department head. A "familial relationship" exists if, as of the date this EDS is signed,

the Disclosing Party or any "Applicable Party" or any Spouse or Domestic Partner thereof is related to the mayor, any alderman, the city clerk, the city treasurer or any city department head as spouse or domestic partner or as any of the following, whether by blood or adoption: parent, child, brother or sister, aunt or uncle, niece or nephew, grandparent, grandchild, father-in-law, mother-in-law, son-in-law, daughter-in-law, stepfather or stepmother, stepson or stepdaughter, stepbrother or stepsister or half-brother or half-sister.

"Applicable Party" means (1) all corporate officers of the Disclosing Party, if the Disclosing Party is a corporation; all partners of the Disclosing Party, if the Disclosing Party is a general partnership; all general partners and limited partners of the Disclosing Party, if the Disclosing Party is a limited partnership; all managers, managing members and members of the Disclosing Party, if the Disclosing Party is a limited liability company; (2) all principal officers of the Disclosing Party; and (3) any person having more than a 7.5% ownership interest in the Disclosing Party.

"Principal officers" means the president, chief operating officer, executive director, chief financial officer, treasurer or secretary of a legal entity or any person exercising similar authority.

Does the Disclosing Party or any "Applicable Party" or any Spouse or Domestic Partner thereof currently have a "familial relationship" with an elected city official or department head?

No

APPENDIX B - BUILDING CODE SCOFFLAW/PROBLEM LANDLORD CERTIFICATION

This Appendix is to be completed only by (a) the Applicant, and (b) any legal entity which has a direct ownership interest in the Applicant exceeding 7.5% (an "Owner"). It is not to be completed by any legal entity which has only an indirect ownership interest in the Applicant.

Pursuant to MCC Section 2-154-010, is the Applicant or any Owner identified as a building code scofflaw or problem landlord pursuant to MCC Section 2-92-416??

No

ADDITIONAL INFO

Please add any additional explanatory information here. If explanation is longer than 1000 characters, you may add an attachment below. Please note that your EDS, including all attachments, becomes available for public viewing upon contract award. Your attachments will be viewable "as is" without manual redaction by the City. You

are responsible for redacting any non-public information from your documents before uploading.

AT&T Corp., the Applicant, has provided this information in a simultaneous filing.

List of attachments uploaded by vendor

additional info

CERTIFICATION

Under penalty of perjury, the person signing below: (1) warrants that he/she is authorized to execute this EDS, and Appendices A and B (if applicable), on behalf of the Disclosing Party, and (2) warrants that all certifications and statements contained in this EDS, and Appendices A and B (if applicable), are true, accurate and complete as of the date furnished to the City. Submission of this form constitutes making the oath associated with notarization.

/s/ 12/14/2017
Mr. Dominic Savone
Sales Manager
AT&T Inc.

This is a printed copy of the Economic Disclosure Statement, the original of which is filed electronically with the City of Chicago. Any alterations must be made electronically, alterations on this printed copy are void and of no effect.

(1) Section V, Sub-Section B, Further Certifications, Items 3 and 6:

AT&T certifies subject to the following: With respect to the persons identified in Section 11.B.1 of this EDS, AT&T Inc. makes these certifications on information and belief. Specifically, the officers and employees of AT&T are required to complete a code of business conduct certification annually. AT&T is a global company with a national presence. As such, AT&T is subject to local, state and federal rules and regulations in several jurisdictions, in addition to the City of Chicago. As a large corporate entity, AT&T is, and has been, a party in numerous civil actions and proceedings. With the exception of routine administrative matters, within the five-year period preceding the date of this EDS, to the best of its knowledge, after reasonably diligent research, AT&T has not been convicted, adjudged guilty, or found liable in any criminal or civil action instituted by a) the City of Chicago, b) the federal government, c) the State of Illinois or any other state, or d) any other unit of local government. In this response, AT&T is construing the term "criminal and civil action" as referring only to an actual suit filed in a court of competent jurisdiction within the United States of America. Additionally, AT&T is not aware of any matter which would affect its ability to deliver the Services to the City as agreed to pursuant to the Master Agreement between AT&T and the City. AT&T is not aware of any other materials that might be classified as "civil proceedings" for purposes of this EDS.

(2) Section V, Sub-Section B, Further Certifications, Item 3, sub-section d:

In regard to Section 3.d, AT&T Inc., to the best of its knowledge, information, and belief, is not aware of any public contracts that have been terminated for cause or default in the past 5 years that would have any impact on AT&T's ability to provide services to the City of Chicago.

Contract (PO) No. 14026
Specification No. 47978
Vendor No. 402041-73

PROFESSIONAL SERVICES AGREEMENT

BETWEEN

**THE CITY OF CHICAGO
OFFICE OF EMERGENCY MANAGEMENT AND COMMUNICATIONS**

AND

AT&T



**REPLACEMENT AND MAINTENANCE OF THE
OEMC 911 PUBLIC EMERGENCY SYSTEMS**

**RICHARD M. DALEY
MAYOR**

the requirements contained in the E 9-1-1 Contract Documents, then AT&T must provide the item that satisfies the requirements, and no adjustment in the Contract Price will result.

ARTICLE IV. SERVICES

Section 4.1 General Scope. AT&T's scope of Services generally consists of the duties and responsibilities set forth in this ARTICLE IV and elsewhere in this Agreement. The scope includes without limitation the design, engineering, acquisition, construction management (if any), installation, implementation and testing of new E 9-1-1 System, including those tasks that may not be enumerated but are necessary to make the E 9-1-1 System and the Technical System (except for CAD, Net clock and voice radio services) work as an integrated whole, as more fully described in the SOW, including training, warranty management, retrofitting or replacing operator consoles, project management services, the provision of Regulated Services, as referenced in Section 4.2, and the continual monitoring and maintenance of the respective systems throughout the duration of the Agreement, (collectively, the "**Scope of Services.**" A detailed Statement of Work pertaining to the installation is set out in Exhibit A. AT&T is authorized to begin providing the Services as of the Effective Date. AT&T's Scope of Services does not include services related to the failure of systems or parts of systems not provided by or modified by AT&T.

Section 4.2 Regulated Services. Attached as Schedule 1 (1-A and 1-B) are additional terms and conditions the Parties have agreed upon concerning Regulated Services, which together with certain Maintenance Services (Schedule 1-C), include:

DS1 (Digital Subscriber Service) which 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), as more fully described on Schedule 1-A.

DTS-E (Digital Transport Service-Enhanced) which delivers voice grade service from an AT&T serving central office to Customer's premises. DTS-E is available in four serving arrangements, also known as Modules. DTS-E Modules 1, 2, and 3 are provided in conjunction with DS1 Service (1.544 Mbps). DTS-E Module 4 (Access Advantage Plus) is provided in conjunction with Access Advantage Plus (AA+) Transport. The 24 channels may be used for the transport of services for termination on Customer provided equipment, as more fully described on Schedule 1-A.

Centrex Service, which is a business telephone service which provides selected services and features via AT&T central offices, and for which AT&T furnishes, up to OEMC's network NETPOP, the switching service supported by the appropriate equipment, materials, accessories, software, firmware, engineering, installation and maintenance services, as more fully described on Schedule 1-B.

Section 4.3 Additional Services.

After AT&T has completed the E 9-1-1 System project and the City has accepted the system, the City may request AT&T to provide Additional Services within the general scope of this Agreement. If agreed to by AT&T, the Executive Director and the Chief Procurement Officer will jointly issue one or more Task Orders, which will contain a scope of work for specific items, elements or features of Equipment, Software or other Services described in this Agreement, including their installation, testing, system integration, and an implementation schedule. Task Orders can provide for payment on a fixed price basis or on a time and materials basis or both, as agreed to by the Parties. See Section ARTICLE VIII(Change Orders; Task Orders; Amendments).

Section 4.4 Service and Maintenance Standards. AT&T represents to the City, for the term of this Agreement, that it will provide the Services hereunder, including maintaining the E 9-1-1 System (including Products) in accordance with professional standards applicable to a major telecommunications firm performing comparable services for a governmental agency emergency communications center. AT&T further represents that the E 9-1-1 System (including Products) will operate substantially and materially in accordance with the E 9-1-1 System specifications, as more fully described in the SOW and the other E 9-1-1 Contract Documents. AT&T will pro-actively monitor and maintain the Products during the term pursuant to the terms and conditions of the Agreement and consistent with the Manufacturer specifications, taking into consideration normal wear and tear. To this end, AT&T must undertake all measures pursuant to the manufacturers' standards or recommendations to maintain and update (including the replacement of chronically malfunctioning or manufacturer discontinued equipment and components) the E 9-1-1 System so that it continues to operate substantially and materially in accordance with the SOW and the other E 9-1-1 Contract Documents, with the exception of preventive maintenance.. (The term "**chronically malfunctioning**" means that the same problem recurs more than three times in any 30-day period on the same piece of equipment.)

Section 4.5 AT&T Maintenance Obligations.

(a) For the fees set forth in this Agreement and for the time periods set forth in Section 5.1, AT&T must perform remedial maintenance on the Equipment and Software that it is providing under this Agreement, all as more fully described in Schedule 1-C (Complete Maintenance Services). AT&T will also respond to Trouble Reports and alarms or alerts generated by its Central Office equipment within the time periods specified based on the Severity Level of the problem, as specified under Schedule 1, part 6. A "**Trouble Report**" is an express written, electronic, or oral report, as described below, delivered by an Authorized City Representative to an Authorized AT&T Representative advising of a loss, malfunction, defect or service failure of any component (including Products, Software and Equipment) of the E 9-1-1 System. An oral report is only considered a "Trouble Report" if it is made to the AT&T Resolution Center which is a 7x24x365-day operation at 888-424-3911; any change in that telephone number will be handled under the Notices

provisions of this Agreement. The Parties may develop any other reasonable trouble criteria in accordance with unique operational needs as agreed upon by the City and AT&T. AT&T will not provide maintenance services on the consoles.

(b) During the life of this Agreement, City will not permit any other person to maintain, repair or modify the AT&T Equipment or to connect any other equipment to it except in an emergency as defined in Schedule 1-C, Part 2(E) when AT&T has not responded in accordance with the requirements of Schedule 1-C, Part 6(A). In the event any other person besides AT&T or its Subcontractors maintains, repairs, or modifies the AT&T Equipment or connects it to any other equipment, then the City will be responsible for the costs of any repairs to the AT&T Equipment that become necessary as a result.

(c) AT&T is not responsible for routine preventive maintenance, directory listings, credit cards, system security, billing arrangements and other items not related to Equipment or Services provided by AT&T unless expressly stated otherwise under this Agreement or some other express written agreement between City and AT&T.

Section 4.6 Delays and Extensions.

(a) AT&T must commence work on the E 9-1-1 System immediately on the Effective Date of this Agreement and will proceed diligently to complete the E 9-1-1 System by the dates required in the Implementation Schedule, except as those dates may be extended under this Agreement. If the work completed at any time is materially less than that then required under the Implementation Schedule set forth in Schedule 5 of this Agreement or under Section 5.2 and it reasonably appears that AT&T cannot complete the E 9-1-1 System by the times required in the Implementation Schedule or in Section 5.2, after giving effect to any permitted extensions, the City will give AT&T notice in writing. AT&T must then propose a written action plan showing how AT&T will be able to meet the applicable milestone. Its failure to promptly prepare such a plan and its failure to achieve the applicable milestone will each constitute an Event of Default under Section 9.1 below.

If AT&T's work falls behind schedule, AT&T must give the Executive Director written notice within 15 days of the event that has caused such delay, including the reasons for the delay and the steps AT&T is taking or will take to mitigate the delay and its effects, if any, on the completion of the E 9-1-1 System. The Executive Director will make all determinations as to whether to recommend an extension in response to notice of any anticipated delay.

(b) A permitted extension is an extension that has been granted by the Chief Procurement Officer under this Agreement. An extension will not be granted unless, and then only to the extent that, a delay in completion has been caused by an excusable Event of Delay ("Excusable Event of Delay") as defined in Section 4.6(b) below, and AT&T timely complies with this paragraph. AT&T must, within 15 days after the commencement of the delay, notify the Executive Director, in writing, of the cause of the delay. The notice must (i) state the cause of the delay; (ii) specifically demonstrate the impact of the delay

on AT&T's schedule; (iii) state the number of days AT&T expects to be delayed; and (iv) state that AT&T intends to request an extension based on the delay. If the cause of the delay is continuing, only one claim is necessary, but AT&T must report, in writing, the termination of the cause for the delay within 10 days after such termination. Compliance with this paragraph is a condition precedent to receipt of an extension. In the event of a failure to comply, AT&T will not be entitled to an extension of time.

(c) The following constitute "**Excusable Events of Delay**": (i) delay in the installation, implementation or completion of the E 9-1-1 System caused solely by an act or default of the City or by written order of the Executive Director; (ii) delays caused by other governmental entities; (iii) delays solely caused by City contractors other than AT&T or Subcontractors of AT&T; (iv) a material change in the design of the E 9-1-1 System solely caused by the City; (v) matters outside of AT&T's control but which do not include AT&T's selection and usage of its Subcontractors; and (vi) delays solely caused by events beyond AT&T's reasonable control limited to acts of God, explosion, acts of the public enemy, fires, floods, earthquakes, tornadoes, epidemics, quarantine restrictions, work stoppages or freight embargoes, but only if such causes set forth in this paragraph did not result from the fault or negligence of AT&T, and further, only if AT&T has taken reasonable precautions to prevent further delays owing to such causes.

(d) The Executive Director, acting reasonably and in good faith, will recommend to the Chief Procurement Officer the number of days, if any, that AT&T has been delayed and that AT&T will be allowed relief in the Implementation Schedule as a result of an Excusable Event of Delay. If the Chief Procurement Officer determines that AT&T be allowed fewer days than it has been delayed by an Excusable Event of Delay (that number of days referred to as the "**Shortage of Days**"), then AT&T must notify the City of the additional cost, if any, that will be incurred by AT&T solely as a result of the Shortage of Days, including a sufficiently detailed explanation thereof, and the City will have the option to (i) authorize a Change Order in accordance with ARTICLE VIII to increase the Contract Price by the amount of AT&T's incremental increase of costs resulting from the Excusable Event of Delay, (ii) decrease the Acceptance Testing Period (which is part of the SOW) by a number of days equal to the Shortage of Days, but not more than 15 days in the aggregate for all times this provision is applied, or (iii) revise its determination and allow AT&T the actual number of days of the Excusable Event of Delay.

(e) Except as provided above, neither AT&T nor AT&T's agents, employees or Subcontractors are entitled to any damages from the City, nor is any party entitled to be reimbursed by the City, for damages, charges or other losses or expenses incurred by AT&T by reason of delays or hindrances in the performance of the Services, whether or not caused by the City.

Section 4.7 Warranties and Warranty Exclusions.

(a) **General System Warranty.** After E 9-1-1 System Acceptance at the end of Phase 0 under the Acceptance Procedures AT&T must warrant the E 9-1-1 System, including its component parts and Software, and such portions of the Technical System (except for CAD, Net clock, voice radio services, and consoles) that AT&T has replaced or modified, for a period of one year ("**General Warranty Period**") to operate together with the Technical System (except for CAD, Net clock, voice radio services, and consoles) as an Integrated System and to meet the City's functional requirements set forth in Exhibit A. AT&T does not warrant that the System will operate uninterrupted or error-free. AT&T, at its option, will either repair or replace the portion of the System that does not comply, pursuant to Schedule 1-C, Part 5.

(b) **Warranty On Custom Software.** AT&T warrants that the Custom Software will operate in material conformance with the specifications, feature descriptions, requirements, tests, demonstrations and Acceptance Testing as described in the SOW, Section 7, for a period of one (1) year after Acceptance of the respective phase Services. AT&T does not warrant that the Custom Software will operate uninterrupted or error-free. AT&T, at its option, will either repair or replace the portion of the Custom Software that does not comply. Following notice by the City of a warranty claim as provided in this Agreement, in the event that AT&T does not commence and diligently continue to resolve the deficiency, the City will have other remedies as are available under this Agreement. AT&T's obligations hereunder will survive termination of this Agreement.

(c) **Warranty on Equipment and Other Software.** AT&T warrants that Equipment and Software supplied or caused to be supplied by AT&T will be new and of good quality and free of material defects and in material conformity with this Agreement. During the one year warranty period following System Acceptance, upon notice from the City, AT&T will supply, repair or replace or re-perform at its own cost such Equipment, Software Deliverables or Services which are deficient or which fail to perform in accordance with this Agreement, and remove any failed or deficient Equipment or Software from City Facilities. Following notice by the City of a warranty claim as provided in this Agreement, in the event that AT&T does not commence and diligently continue to resolve the deficiency, the City will have other remedies as are available under this Agreement. AT&T's obligations hereunder will survive termination of this Agreement.

(d) **Warranty on Consoles.** Please see Schedule 1-D and Exhibit A (Statement of Work).

(e) During the respective Warranty Periods, any change in the location of AT&T Equipment must be performed by AT&T and will be at City's expense.

Section 4.8 Documentation of the Services.

In carrying out its Services, to the extent that AT&T must prepare or provide Documentation or other written proposals, plans, analyses, graphs, charts and reports, and any supporting statistics, as specifically identified under the Agreement, preliminary and underlying data, partial or incomplete Documentation may be accepted for preliminary review only when required for a specific and well-defined purpose and when consented to in advance by the Executive Director. Such Documentation may not however be considered as satisfying the requirements of this Agreement. Partial or incomplete Documentation may in no way be interpreted as a waiver or relieving AT&T of its commitments hereunder. See Exhibit A (Statement of Work).

Section 4.9 Reports. With respect to “**custom reports**”, i.e. reports that AT&T does not routinely produce and that require customization of its report program(s) or additional analysis to produce, AT&T is obligated to provide without additional charge such reports, custom or otherwise, as may be specifically identified elsewhere under this Agreement, but if the City after the Effective Date requires other types of custom reports than those so identified, AT&T may incur additional costs to customize them and may request, and the City will pay, reasonable additional compensation therefor, pursuant to a Task Order. AT&T must make any such request for compensation before producing such customized reports. See Exhibit A (Statement of Work). The City acknowledges and agrees that there may be some reports that AT&T is unable to provide at any price.

ARTICLE V. TERM OF AGREEMENT

Section 5.1 Duration of Elements of Agreement. This Agreement takes effect as of the Effective Date set forth in the Preamble. All time periods below in Table 1 are subject to adjustment in accordance with the provisions of this Agreement.

Description	Commencement Date	Targeted or Actual Completion Date from Commencement Date
INITIAL TERM		
Implementation, Phase "0" Services (See Exh. A (Statement of Work regarding phases))	Effective Date	T 18-21 months
Initial Term	Effective Date	A 5 years from Acceptance Date for Phase 0 Services
Warranty on Phase 0 Services	Acceptance Date for Phase 0 Services	A 1 year
Implementation, Phase 1 Services	Effective Date	T 24-27 months ¹
Warranty on Phase 1 Services	Acceptance Date for Phase 1 Services	A 1 year
Implementation, Phase 2 Services	Effective Date	T 30-33 months ¹
Warranty on Phase 2 Services	Acceptance Date for Phase 2 Services	A 1 year
Maintenance Services	During and after Phase 0 Warranty period	A 5 years
Regulated Services - DS1 and DTS-E	At Network Ready (See Section 5.2)	T end of initial term
Regulated Services - CENTREX	At Network Ready (See Section 5.2)	T end of initial term
Option Period, if exercised	End of initial term	A 5 years

TABLE 1

¹Additional three months for Phase 1 and Phase 2 ONLY IF NEEDED to allow integrated testing prior to deployment in live environment, in the best interest of the OEMC.

Section 5.2 Timeliness of Performance; Implementation Plan.

(a) Except as otherwise provided under Section Section 4.6(b), AT&T must perform the Services within the time limits required under this Agreement and acknowledges that TIME IS OF THE ESSENCE in performance of the material terms, covenants conditions and, obligations of this Agreement including the Implementation Plan as to the following critical dates (“**Critical Dates**”) (and any other dates on the critical path, the failure of AT&T to meet would have a material adverse effect upon AT&T's ability to meet the Critical Dates) and also in connection with AT&T response times under Section 4.5(a):

Network Ready for Testing	Effective Date + 9 months
Phase 0 Custom Software Ready to Start Testing	Effective Date + 9 months
CPE Installed and Ready for Testing	Effective Date + 11 months
Integrated Testing of Network, CPE and Software	Effective Date + 15 months
Conversion/Migration	Effective Date + 19 months
Customer Acceptance	Effective Date + 21 months
Acceptance of Phase 1 Services	Effective Date + 27 months
Acceptance of Phase 2 Services	Effective Date + 33 months

(b) Within 30 days following the Effective Date, AT&T will propose a Detailed Implementation Schedule covering all Phases (Phases 0, 1 and 2) that is consistent with the foregoing Implementation Plan and Critical Dates; upon approval by the City, the detailed Implementation Schedule will be attached to the Agreement as Schedule 5 (Detailed Implementation Schedule).

(c) Notwithstanding the foregoing, AT&T acknowledges the City's need to expedite completion of the E 9-1-1 System, and will make every reasonable effort to achieve certain target dates, as follows:

Network Ready for Testing	Effective Date + 9 months
Phase 0 Custom Software Ready to Start Testing	Effective Date + 9 months
CPE Installed and Ready for Testing	Effective Date + 11 months
Integrated Testing of Network, CPE and Software	Effective Date + 14 months

Conversion/Migration	Effective Date + 17 months
Customer Acceptance	Effective Date + 18 months
Acceptance of Phase 1 Services	Effective Date + 24 months
Acceptance of Phase 2 Services	Effective Date + 30 months

(d) The City acknowledges that the time for performance may be extended or excused as described in Section 4.6 of this Agreement or to facilitate the defense and/or settlement of a claim, action, proceeding or suit.

Section 5.3 City's Extension Option.

The Chief Procurement Officer may at any time before this Agreement expires elect to extend the Maintenance Services and the right to request Additional Services for up to 5 years, under pricing to be determined at the time of request by the City, but otherwise on terms and conditions as this original Agreement, by notice in writing to AT&T. The City may elect to extend Network Services (offered under Schedules 1-A and 1-B) only without extending other Services. The price for Network Services only will be \$180,000 per month (Schedule 1-A Services) and \$17,120 per month (Schedule 1-B Services).

ARTICLE VI. THE LICENSE

Section 6.1 Grant. Subject to the City's rights under Section 6.3, AT&T grants the City a fully paid up, perpetual, irrevocable, non-transferable and non-exclusive license (without the right to sublicense) to use the Software, in object code form, solely in connection with the Service(s), for which the Software is provided and solely in accordance with applicable written and electronic documentation. The City must refrain from taking any steps to reverse assemble, reverse compile or otherwise derive a source code version of the object code of the Software. The Software remains at all times the sole and exclusive property of AT&T or its suppliers.

Section 6.2 Conditions. The City must not copy or download AT&T Software, except that the City is permitted to make 2 copies of AT&T Software, one for archive and the other for disaster recovery purposes. Any copy must contain the same copyright notices and proprietary markings as the original AT&T Software.

To the extent that use of Software by a User is required for the use of a Services, the City's Users may use the Software license to the City under this Agreement for that purpose. The City will take commercially reasonable steps to assure the City's Users comply with the terms and conditions of this ARTICLE VI.

AT&T must pass through to the City any warranties available from its Third-Party Software suppliers, to the extent that AT&T is permitted to do so under its contracts with those suppliers.

Applicable warranties are set forth in Section 4.7.

Section 6.3 Escrow: Software Deposit Agreement

Regarding the Custom Software, no later than 30 days after installation and acceptance of Software in each phase, AT&T must deposit and cause PlantCML to deposit with the Escrow Agent as provided under the Software Deposit Agreement all source code and other materials related to the licensed software with the Escrow Agent in accordance with the provisions of the Software Deposit Agreement. The form of Software Deposit Agreement is attached as Exhibit D (Software Deposit Agreement).

From the date Escrow Agent mails a notice of release of the Deposit Materials, AT&T or other Depositor has 10 business days to contest, pursuant to notice to the City, the appropriateness of the release and City use of Deposit materials in accordance with the Disputes provision of the Agreement. Failure to do so within the time specified results in a waiver of the right to contest or object to such release to and use by the City.

Section 6.4 Copyright Notices

In order to protect any copyright that AT&T or other owners of Software may possess in the Software included in the E 9-1-1 System, the City agrees to reproduce and incorporate AT&T's or such owner's copyright notice and/or proprietary notice, if any, of which the City is given notice, on any copies of such Software which the City is entitled to make and does so make.

ARTICLE VII. PAYMENT

Section 7.1 Compensation Amount

(a) The price ("**Contract Price**") for the entire, completed OEMC E 9-1-1 Communications Platform replacement (E 9-1-1 System project) and the entire compensation, including applicable taxes, if any, for all other obligations of AT&T under this Agreement is an amount equal to:

- (i) a lump sum, nonrecurring charge for implementation of the E 9-1-1 System as required under this Agreement, in the amount of \$10,634,160 ("**Nonrecurring Charge**") payable in accordance with the Schedule set forth in Schedule 2; plus
- (ii) the recurring monthly charges for certain Regulated and unregulated Services, including Maintenance Services, equal to \$242,194 per month for 60 months from Cutover of Regulated Services ("**Monthly Recurring Charges**") summarized in Schedule 2, plus or minus
- (iii) the net monetary effect of all Change Orders under ARTICLE VIII, plus or minus

AGREEMENT FOR REPLACEMENT AND MAINTENANCE
OF THE OEMC E 9-1-1 COMMUNICATIONS PLATFORM

(iv) the net monetary effect of any authorized Task Orders during the Maintenance period of the Agreement. Various Installments of the Contract Price are to be paid by the City to AT&T pursuant to the schedules set forth in the table below.

(b) The City will pay AT&T (i) subject to the provisions of Section 7.3, the Monthly Recurring Charges and Nonrecurring Charges set forth herein and applicable taxes, surcharges, and recovery fees (including universal service fees), and any applicable customs and duties. Except as otherwise provided in this Agreement, billing for the monthly recurring charges commences on E 9-1-1 System Cutover in accordance with Schedule 5 (Implementation Schedule), as amended from time to time. The City will process payment within 60 days after the date of invoice. AT&T may assess a late payment fee for Regulated Services as prescribed by the applicable Tariff or guidebook for Regulated Services. If the City pays electronically, the City will pay using Automated Clearing House (ACH) which must include remittance information.

Section 7.2 Payments.

The City will pay AT&T for charges related to implementation of the E 9-1-1 System and its components based upon the percentage of work completed. All progress payments made by the City as set forth herein will be deducted from the balance of the Nonrecurring Charges. The balance, if any, due on the Nonrecurring Charges, after deduction of all such progress payments, is payable by the City upon E 9-1-1 System Acceptance. Payment of the Nonrecurring Charges will be made as set forth in Tables 2 and 3 below. Thereafter, subject to the provisions of this Agreement, the City is responsible for the Monthly Recurring Charges as set forth above. Regulated Services referenced in this Agreement that are provided pursuant to Tariff will not increase throughout the Term of the Agreement, but may decrease pursuant to the provisions of Section 7.3.

PAYMENT SCHEDULE FOR NONRECURRING CHARGES OTHER THAN CUSTOM DEVELOPMENT (\$10,634,160 - \$1,250,000 for Custom Development = \$9,384,160)	
City will pay:	Following invoice when:
50%	Products are delivered to OEMC Site
25%	Final Cutover occurs
20%	At System Acceptance
5%	90 days following System Acceptance

TABLE 2

PAYMENT SCHEDULE FOR NONRECURRING CHARGES - CUSTOM DEVELOPMENT (\$1,250,000)	
City will pay:	Following invoice when:
\$400,000	Custom Development for Phase 0 is accepted by the City.
\$400,000	Custom Development for Phase 1 is accepted by the City
\$400,000	Custom Development for Phase 2 is accepted by the City.
\$50,000	90 Days after Acceptance of the Phase 2 Custom Software

TABLE 3

Section 7.3 Most Favored Customer

As of the Effective Date, ICC Tariffs 19 and 20 apply to the Regulated Services under this Agreement. Except where expressly limited by any applicable law or regulation, AT&T must offer to the City new features or enhancements related to the E 9-1-1 System and new Regulated Services when they are available and when any tariff applicable to the new regulated services is filed, approved and becomes effective, at rates no higher than the lowest rates charged for the same services or features as for customers in Illinois using a comparable number of lines and such variables as products, services, volume, configuration, terms and conditions. In addition, if the City enters into a separate contract with AT&T for Citywide telecommunications services at any time while this Agreement is in effect, and if the rates for any of the services identified in it are at any time less than the rates reflected in this Agreement, at the City's written request, AT&T must promptly implement the lower rates pursuant to the terms and conditions of the separate agreement.

Section 7.4 Services Protection Measures.

(a) Maintenance of Services and Central Office Equipment. During the term of this Agreement, AT&T must maintain the equipment and systems comprising the E 9-1-1 System (including all Control Offices and AT&T Central Offices). AT&T must utilize Central Office equipment designed to provide reliable services. For example, the Diverse systems will utilize redundant critical components within each switch as appropriate. Central Office and other support personnel will perform routine maintenance on equipment. AT&T must utilize and maintain such mechanical, electronic and personnel-based systems as are necessary to monitor the Central Office switching systems and the Transmission Facilities, and all other elements of the E 9-1-1 System to the level required under the then-current applicable Tariffs or ICC Regulations. The Central Offices must contain alarm-generating capability that will notify local technicians and/or staffed remote control centers of service or equipment faults 24 hours per day, 7 days per week. Building operational systems and fire detection equipment in the Central Offices must be alarmed, monitored and maintained 24 hours per day, 7 days per week. AT&T's Central Offices must be protected from unauthorized access through designed-in security (for example by coded, locked exterior doors and, where appropriate, by assigned security personnel). Local and control center technicians must be trained to promptly respond to all alarm conditions.

(b) Implementation of New or Additional Protective Measures. AT&T must address all final recommendations made by the Fire Marshal of the State of Illinois and the ICC to enhance the ability of AT&T to provide the Regulated Services. Any security enhancements applicable to AT&T's facilities included in or related to the E 9-1-1 System or providing the Services implemented in AT&T's Central Offices will be made available, whenever practicable, to the City and will be furnished at no additional charge. If, in the City's reasonable judgment, additional security measures are required beyond those required by law or regulation, the Parties will negotiate the provision and price of such additional security measures.

Section 7.5 Sales and Other Taxes.

The City will provide evidence to AT&T to support its tax-exempt status upon request in writing. To the extent the City is not exempt or the transaction is not exempt by virtue of its being a sale or transfer to a municipality or Universal Service Fund surcharge, the City will pay the cost of any duties, surcharges, taxes or licenses, together with any interest or penalties thereon, arising directly out of and applicable to the provision to the City of the Regulated Services or the installation, sale and/or use by the City of the Products, other than franchise taxes or taxes on net income. AT&T must use reasonable efforts to obtain such exemption certificates as it may reasonably need to obtain to avoid unnecessary taxes and licenses. The City is under no obligation to pay any taxes of any kind as long as the City is contesting such taxes in good faith. In the event of any such contest, the City will provide AT&T a written summary of such proceeding. The City will have the right to contest the amount or validity of any imposition of taxes and assessments by appropriate legal proceedings, and in such case, the contested item need not be paid until the termination of such legal proceedings. AT&T must furnish reasonable cooperation to the City if the City contests the validity or imposition of any taxes. Upon termination of such proceedings, the City will pay the contested items to the extent that they were held valid. The City is not responsible for any interest, or penalties that are imposed as the result of (i) an act or omission of AT&T, or (ii) a knowing failure by AT&T to take reasonable action or to furnish reasonable cooperation to the City that prevents the City from diligently fulfilling its obligations under this provision.

Section 7.6 All Costs Included

AT&T acknowledges and agrees that the amounts paid to AT&T pursuant to Section 7.1 hereof are in full satisfaction of all of the work to be performed, and all Products, Regulated and unregulated Services, Training, Testing, rights, documentation, materials required to be provided or delivered by AT&T hereunder and that no other payments of any nature whatsoever will be due and owing to AT&T as a result of this Agreement, including but not limited to freight charges (which must be included in the prices charged as f.o.b. Chicago); labor costs, including overtime; any expenses incurred by AT&T as a result of coordinating, supervising and interfacing the E 9-1-1 System with the Technical system (except for CAD, Net clock and voice radio services) to operate as the Integrated System; any expenses incurred as a result of interference with or delays to the work for the E 9-1-1 System that are caused by or arise out of other work being performed by OEMC at City Facilities or by third parties, except as may be permitted under Section 7.1; insurance premiums; the costs of any temporary facilities or equipment used by AT&T in performing under this Agreement; all royalties or license fees relating to the E 9-1-1 System or the Services; and any other cost or expense that is necessary to provide the E 9-1-1 System or the Services and is not expressly identified in this Agreement as an item which is separately and specifically reimbursable by the City. The City will make all reasonable efforts to cause its employees, consultants, and contractors to cooperate as needed.

Schedule 1-D
Retrofit or Replacement of Consoles

**SCHEDULE 2
SUMMARY PRICING SCHEDULE FOR REGULATED
AND UNREGULATED SERVICES**

NONRECURRING CHARGES

<u>Item</u>	<u>Amount (\$)</u>
• Position Replacement (223 positions)	\$ 6,577,000
• Custom Development	1,250,000
• Cisco Equipment	227,710
• Enterprise Solutions	373,000
• Console Retrofit	351,560
• Integration	767,245
• Training	101,984
• Recommended Spares	9,060
• Network: CCMIS,	457,000
Centrex	97,380
Bundled Network Solution	<u>422,221</u>
Total One-Time/Nonrecurring Charges	\$ 10,634,160

MONTHLY RECURRING CHARGES²

<u>Item</u>	<u>Amount (\$)</u>
• Cisco	\$ 1,338
• Proactive System Monitoring (fka "Mission Control")	13,600
• Hardware Maintenance	14,790
• Bundled Network Solution	195,346
• Centrex	<u>17,120</u>
Total Monthly Recurring	\$ 242,194

KNOWN CHARGES DURING OPTIONAL EXTENSION PERIOD

- Bundled Network Solution:
 - \$180,000 per month (Schedule 1-A Services), and
 - \$ 17,120 per month (Schedule 1-B Services).

²Additional detail regarding monthly charges for Regulated Services may be found in Schedules 1-A, 1-B, and 1-C.

SCHEDULE 1-A to Agreement for Replacement and Maintenance of the OEMC E-9-1-1 Emergency Communications Platform

This Individual Case Basis (ICB) Schedule ("Schedule 1-A") is an attachment to the Agreement for Replacement and Maintenance of the OEMC E-9-1-1 Emergency Communications Platform (the "Master Agreement") between AT&T and the City of Chicago, through its Office of Emergency Management Communications ("Customer") and is part of the Master Agreement.

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

GENERAL TERMS AND CONDITIONS

The following terms and conditions apply to the Services subscribed to by Customer under this Schedule. ICB pricing is offered to Customer pursuant to this agreement because of the unique size or configuration of these business services.

1. GENERAL DESCRIPTION OF SERVICES TO BE PROVISIONED, INSTALLED AND MAINTAINED.

The Service(s) described below is provisioned solely by AT&T, and is not jointly provisioned with any other carrier.

DS1	<p><u>1.544 MBPS High Capacity Digital Service Channels</u> ("DS1 Service" or "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).</p>
DTS-E (Digital Transport Service - Enhanced)	<p><u>Digital Transport Service - Enhanced</u> ("DTS-E", "Service") delivers voice grade service from an AT&T serving central office to Customer's premises. DTS-E is available in four serving arrangements, also known as Modules. DTS-E Modules 1, 2, and 3 are provided in conjunction with DS1 Service (1.544 Mbps). DTS-E Module 4 (Access Advantage Plus) is provided in conjunction with Access Advantage Plus (AA+) Transport. The 24 channels may be used for the transport of services for termination on Customer provided equipment.</p> <p>(1) <u>Module 1.</u> Module 1 is an arrangement that supports Business Trunk Services (e.g., 1-Way In non-DID, 2-Way Combination); toll terminals; IntraMSA Dedicated 800 Service; and If the equipment and facilities (such as outside plant, cable, capacity and memory) are available, Customer may add additional Service provided herein at the Monthly Rates as provided in Section 4.2 of this Schedule 1-A.</p> <p>Unless otherwise stated herein, for all installations completed during the Pricing Schedule Term, the Monthly Rate per Service Component as provided in Section 4.2 includes the nonrecurring charge to initially provision and install the Service. Additions may be made at existing locations as listed in Section 5.</p> <p>Foreign District Service. Toll restriction service and 900-976 Call Blocking are also available with Module 1.</p> <p>(2) <u>Module 2.</u> Module 2 supports all services provided in Module 1 plus Direct Inward Dialing (DID) Service.</p> <p>(3) <u>Module 3.</u> In addition to services supported in Module 1 and Module 2, Module 3 supports the following: Business Direct Network Access Service; Base Rate non-switched 56 Kbps Service; Direct Inward Dialing with Call Transfer Service; and Off Premise Extension Service. Call Waiting, Call Forwarding Variable, and Three-Way Calling are available with Business Direct Network Access Service.</p> <p>(4) <u>Module 4 (Access Advantage Plus).</u> DTS-E Module 4 (also known as Access Advantage Plus or AA+) supports Integrated Voice Access Lines, Integrated Voice Access Trunks, and Opti-Centrex service. Module 4 may only be used in conjunction with Access Advantage Plus Transport purchased from AT&T Operating Companies Tariff, F.C.C. No. 2. All services and features supported by Modules 1, 2, and 3, with the exception of Base Rate non-switched 56 Kbps Service, are also available with Module 4, at the current prevailing tariffed rates for those services. Additionally, Caller ID is available with Integrated Voice Access Lines, Integrated Voice Access Trunks (line-side only), and Opti-Centrex service.</p>

2. PRICING SCHEDULE TERM AND EFFECTIVE DATES

Pricing Schedule Term and Term Start Date	
The term of this Schedule shall begin upon Cutover, as set forth in the Master Agreement under Article V, but if regulatory approval is required, in no event shall Cutover occur prior to the date of last approval by a regulatory agency with jurisdiction over the Schedule, and will continue for sixty (60) months ("Schedule Term"). No rates or discounts shall be applied prior to Cutover. Upon the expiration of the Schedule Term, any rates or discounts provided hereunder will no longer apply.	
Effective Date of Rates and Discounts	Schedule Term Start Date

3. RENEWAL OPTION

Customer has the option to have one (1) five (5) year extension. Customer shall advise AT&T, in a written request, 30 days prior to contract expiration if Customer chooses to exercise this option. Customer's monthly recurring rate during the optional extension term for the Services represented herein shall be \$180K.

4. REVENUE COMMITMENT AND RATES

4.1. Revenue Commitment

Monthly Commitment	\$195,345.00
Customer has elected to pay on a monthly basis for the term of this Pricing Schedule. The monthly price set forth above is for the minimum quantity of Service as set forth and described in Section 4.2 below. The price includes the monthly service charge for the minimum quantities.	

Where a fiscal certificate is required by law, Customer shall provide it to AT&T and it shall be attached to and become a part of this Schedule.

Customer shall be responsible for conduit/structure, as well as path from the property line to the demarcation point for access of primary route and, where appropriate, dual entrance access.

4.2. Rates

Service Components, Quantities, Monthly Rates, and Non-recurring Charges for Initial Term:

Description – Service Components	USOC	Quantity New	Monthly Recurring Rate ea.	Non- Recurring Charge ea.
DTS-E Base Rate Diversity	n/a	1	\$ 19,738.00	\$ 251,475.00
<i>Growth Pricing for per Add'l 3002 Circuit</i>	n/a		\$ 53.47	-
911 Custom Service - E8Z	n/a	1	\$ 174,505.00	\$ 165,520.65
<i>Growth Pricing for per Add'l 1000 access lines</i>	n/a		\$ 68.47	-
DS1 Service Order Charge-Inter SA - SOCM	n/a	1	-	\$ 139.56
DS1 Service Order Charge-Intra SA-SOCM	n/a	1	-	\$ 95.95
DS1 Line Connect Charge - Inter SA - SLCM	n/a	6	-	\$ 577.64
DS1 Line Connect Charge - Intra SA-SLCM	n/a	6	-	\$ 253.93
DS1 Inter Srv Chn - 2wire-First Quarter ML-JZNZJ	n/a	6	\$ 28.15	-
DS1 Inter Srv Chn - 2wire-Add'l Quarter ML-JZNZC	n/a	24	\$ 0.95	-
DS1 PRI TRM - SHT INTER-WXGOB	n/a	6	\$ 20.70	-
DS1 CO TRM - INTER SRV-XVEOA	n/a	6	\$ 6.95	-
DS1 PRI TRM - SHV INTRA-WXA OB	n/a	6	\$ 24.45	-
DS1 CO TRM - INTRA SRV-XVA OB	n/a	6	\$ 9.70	-
DTS-E 1RADA LOCAL DISTRIBUTION CHANNEL – AREA A	n/a	2	\$ 59.80	-
DTS-E 1RADB LOCAL DISTRIBUTION CHANNEL – AREA B	n/a	6	\$ 63.00	-

Description - Service Components	USOC	Quantity New	Monthly Recurring Rate ea.	Non- Recurring Charge ea.
DTS-E CM6 CHANNEL MILEAGE TERM	n/a	4	\$ 9.85	-
DTS-E 1L5XX CHANNEL MILEAGE, PER MILE	n/a	4	\$ 0.91	-

Service Components, Quantities, Monthly Rates, and Non-recurring Charges for optional 5 year extension Term:

Description - Service Components	USOC	Existing Quantity	Monthly Recurring Rate ea.	Non- Recurring Charge ea.
DTS-E Base Rate Diversity	n/a	1	\$ 12,000.00	-
<i>Growth Pricing for per Add'l 3002 Circuit</i>	n/a		\$ 53.47	-
911 Custom Service - E8Z	n/a	1	\$ 166,896.86	-
<i>Growth Pricing for per Add'l 1000 access lines</i>	n/a		\$ 68.47	-
DS1 Service Order Charge-Inter SA - SOCM	n/a	1	-	-
DS1 Service Order Charge-Intra SA-SOCM	n/a	1	-	-
DS1 Line Connect Charge - Inter SA - SLCM	n/a	6	-	-
Line Connect Charge - Intra SA-SLCM	n/a	6	-	-
DS1 Inter Srv Chn - 2wire-First Quarter ML-JZNZJ	n/a	6	\$ 28.15	-
DS1 Inter Srv Chn - 2wire-Add'l Quarter ML-JZNZC	n/a	24	\$ 0.95	-
DS1 PRI TRM - SHT INTER-WXGOB	n/a	6	\$ 20.70	-
DS1 CO TRM - INTER SRV-XVEOA	n/a	6	\$ 6.95	-
DS1 PRI TRM - SHV INTRA-WXAOB	n/a	6	\$ 24.45	-
DS1 CO TRM - INTRA SRV-XVAOB	n/a	6	\$ 9.70	-
DTS-E 1RADA LOCAL DISTRIBUTION CHANNEL - AREA A	n/a	2	\$ 59.80	-
DTS-E 1RADB LOCAL DISTRIBUTION CHANNEL - AREA B	n/a	6	\$ 63.00	-
DTS-E CM6 CHANNEL MILEAGE TERM	n/a	4	\$ 9.85	-
DTS-E 1L5XX CHANNEL MILEAGE, PER MILE	n/a	4	\$ 0.91	-
			TOTAL:	-

5. SERVICE LOCATIONS

LOCATION A	LOCATION Z
1411 W. Madison St., Chicago	2111 W. Lexington St., Chicago

6. CONTINGENCY

The rates set forth in this Agreement are expressly conditioned upon Customer simultaneously signing a 60 month agreement with AT&T for Centrex service with a monthly commitment of at least \$ 17,120. Should this package not be accepted in its entirety rates above are void.

7. TARIFF AND REGULATORY REGULATIONS

This Schedule is subject to the jurisdiction of a regulatory commission and will be subject to changes or modifications as the controlling commission may direct from time to time in the exercise of its jurisdiction. Therefore, for this purpose, each Schedule will be deemed to be a separate agreement with respect to the Services offered in a particular jurisdiction.

AT&T will, subject to the availability and operational limitations of the necessary systems, facilities, and equipment, provide the Services pursuant to the terms and conditions in the Tariffs. This Schedule may be filed with the appropriate state commission. If approval is required and not obtained, then this Schedule will immediately terminate, and Customer shall receive a refund of any non-recurring charge paid and pre-paid amounts for Services not received.

8. SERVICES AND JURISDICTION CERTIFICATION

Customer acknowledges and certifies that the interstate traffic (including Internet traffic) constitutes ten percent (10%) or less of the total traffic on any non-switched circuit(s) purchased under this Schedule.

9. INSTALLATION AND CUTOVER

Cutover of Service hereunder requires the installation of certain equipment and facilities on AT&T's side of the demarcation point. Customer shall be responsible for providing adequate space and power, as determined by AT&T, for equipment requirements at the designated locations. Subject to the provisions of Section 4.7 (Delays and Extensions) under the Master Agreement, if Cutover is delayed due to changes, acts, or omissions of Customer, or Customer's contractor, or due to any force majeure event as defined in the "Force Majeure" provision of the Agreement, AT&T shall have the right to extend Cutover for a reasonable period of time equal to at least the period of such delay and consequences.

If Customer cancels this Schedule before the Service is Cutover for reasons not excused herein, Customer shall reimburse AT&T for all expenses incurred in processing the order and in installing the required equipment and facilities completed up to the date of cancellation as specified in the Tariffs.

All equipment, facilities and lines furnished by AT&T are the sole property of AT&T and are provided upon condition that they will be installed, relocated, removed, changed and maintained exclusively by AT&T as it deems appropriate in its sole discretion.

10. SERVICE AND MAINTENANCE OBLIGATIONS

AT&T represents to Customer that, for the Pricing Schedule Term, the applicable Services shall operate substantially and materially in accordance with the specifications in the Tariffs. If, under normal and proper use, the Service fails to perform substantially as specified above, and Customer notifies AT&T within the Term, AT&T shall correct such Service degradations or failures without charge to Customer, in accordance with the terms of this Schedule. Customer may report service and feature problems seven (7) days per week and twenty-four (24) hours per day. AT&T's repair obligation does not include damage, defects, malfunctions, service degradations or failures caused by Customer's or third party's abuse, intentional misuse, unauthorized use or negligent acts or omissions. In addition, the foregoing repair obligation applies only if Customer provides AT&T with access on its side of the demarcation point to enable AT&T to perform maintenance or repair work.

In the event of a Service interruption, a credit allowance will be made for the affected portion of the Service to the extent specified by the Tariffs. No other liability shall attach to AT&T as a result of such interruption to Service.

Equipment and facilities furnished by AT&T on Customer's premises, or furnished on any other property, shall be returned to AT&T in good condition, reasonable wear and tear thereof excepted. In case of damage, loss or destruction of any of AT&T's equipment or facilities, and not due to the negligence of AT&T or to fire, storm or other like casualty, Customer shall pay to AT&T the lesser of the value of the equipment, facility or line damaged, lost or destroyed, or the cost of restoring it to its original condition, as the case may be, less ordinary wear and tear.

Schedule 1-B
Centrex Services

SCHEDULE 1-B to Agreement for Replacement and Maintenance of the OEMC E-9-1-1 Emergency Communications Platform

This Individual Case Basis (ICB) Schedule ("Schedule 1-B") is an attachment to the Agreement for Replacement and Maintenance of the OEMC E-9-1-1 Emergency Communications Platform (the "Master Agreement") between AT&T and the City of Chicago, through its Office of Emergency Management and Communications ("Customer") and is part of the Master Agreement.

In consideration of the mutual promises set forth herein, the parties agree as follows:

1. Description of Service

In accordance with the terms and conditions herein, AT&T shall furnish and Customer shall subscribe to and pay for selected services and features provided via the central office based Centrex Service ("Centrex Service" or "Service"). AT&T shall furnish up to Customer's Network Point of Presence ("NETPOP"), the switching service supported by the appropriate equipment, materials, accessories, software, firmware, engineering, installation and maintenance services. During the Term of this Schedule, Customer shall maintain a minimum of two hundred (200) lines ("Minimum Commitment"). The quantities listed in Section 3 "Rates and Charges" represent Customer's current Centrex system and are included for informational purposes only. The locations for the current Centrex system are listed in Attachment 1.

The Service provided pursuant to this Schedule shall support the features described in Ill.C.C. No. 19, Part 5, Section 1. Only those features listed in Attachment 2 have been included in the rates specified in Section 3 of this Schedule.

2. Commencement and Term

This Schedule shall commence on the Effective Date and shall remain in effect for sixty (60) months following the Cutover Date as described in Section 7 (the "Term"). If Customer should elect to continue Centrex Service beyond the Term of this Schedule and has not entered into a new service agreement with AT&T, then AT&T shall continue to provide Centrex Service to Customer at AT&T's then-current monthly tariff rates.

3. Rates and Charges

- A. Customer shall pay the following Non-recurring Charges and/or Monthly Rates for lines and features provided under this Schedule in accordance with Section 5. (The Total Monthly Rates for the current Centrex system described below is \$17,120.16) Non-recurring Charges are only applicable to lines and features that are added to Customer's current Centrex system.

Type	USOC	New Quantity	Monthly Rate per Unit	Non-Recurring Charge per Unit
Centrex Electronic Key Line *	NUE	496	\$ 6.26	\$ 11.25
Network Access / STF - Access Area B	SXP++	496	\$ 4.85	\$ 0.00
System Charges, 201 - 500 lines, per system	CYA4X	2	\$ 4.50	\$ 900.00
ACD Service Establishment, per ACD group	SEPDE	54	\$ 0.00	\$ 315.00
ACD Supergroup Capability, per ACD Group within a Supergroup	SGPPG	54	\$ 4.50	\$ 45.00
ACD Supergroup Capability, per Supergroup	SGPPG	2	\$ 18.00	\$ 180.00
Deluxe ACD Service, per position	APO2X	496	\$ 17.10	\$ 112.50
DS-1 Connection, per termination	D1E1X	12	\$ 215.00	\$ 1,125.00
MIS Interface, per link	AM1	4	\$ 65.00	\$ 225.00

* This rate does not include EUCL

- B. Customer may optionally extend the rates herein for one (1) 5-Year extension term with written notification 30 days prior to the end of the then current term.
- C. The rates set forth in this Agreement are expressly conditioned upon Customer simultaneously signing a 60 month agreement with AT&T for 911Custom service with a monthly commitment of at least \$188,000. Should this package not be accepted in its entirety rates below are void.
- D. If the equipment and facilities (such as outside plant, cable, capacity and memory) are available, Customer may add additional Service provided herein at the Monthly Rates as follows:

Type	USOC	New Quantity	Monthly Rate per Unit	Non-Recurring Charge per Unit
Centrex Electronic Key Line *	NUE	0	\$ 6.26	\$ 11.25
Network Access / STF - Access Area B	SXP++	0	\$ 4.85	\$ 0.00
ACD Service Establishment, per ACD group	SEPDE	0	\$ 0.00	\$ 315.00
ACD Supergroup Capability, per ACD Group within a Supergroup	SGPGG	0	\$ 4.50	\$ 45.00
ACD Supergroup Capability, per Supergroup	SGPPG	0	\$ 18.00	\$ 180.00
Deluxe ACD Service, per position	APO2X	0	\$ 17.10	\$ 112.50
DS-1 Connection, per termination	D1E1X	0	\$ 215.00	\$ 1,125.00

* This rate does not include EUCL

4. Other Charges

- A. Service Ordering Charges. The service ordering charge as specified in Ill.C.C. No. 19, Part 3, Section 1, shall apply at the time Centrex Service is provided pursuant to the terms of this Schedule.
- B. Line Connection Charges. Line connection charges as specified in Ill.C.C. No. 19, Part 3, Section 1, shall apply for each new Centrex line installed pursuant to this Schedule.
- C. Channel Charges. For any Centrex lines located outside of the applicable central office boundaries for the locations shown in Attachment 1 additional mileage charges for 2001C/D channels as specified in Ill.C.C. No. 19, Part 5, Section 2, are applicable in addition to the STF and Centrex line rate.
- D. Local Usage. Usage charges appropriate to Customer's local service shall be billed as specified in Ill.C.C. No. 19, Part 4, Section 2.
- E. Taxes. Customer shall remit to AT&T all applicable federal, state, and local taxes and all applicable municipal and state additional charges as then authorized under Ill.C.C. No. 20, Part 2, Section 2.
- F. End User Common Line Charges. Centrex lines are subject to an End User Common Line ("EUCL") charge as filed for the State of Illinois by AT&T in F.C.C. Tariff No.2. Customer will be responsible for all increases and decreases in the EUCL charge as authorized by Federal Communications Commission ("FCC"), and as described herein. In accordance with Ill. C.C. No. 19, Part 5, Section 1, any changes to the EUCL charge shall be applied as a credit or an additional charge ("EUCL Adjustment"). This EUCL Adjustment shall be made on a PBX trunk equivalency basis described in Attachment 3 in accordance with Ill. C.C. No. 19, Part 4, Section 2. The EUCL Adjustment shall be calculated by multiplying the change in the EUCL charge by the PBX equivalent for the number of Centrex lines in service. In order to ensure that AT&T is submitting the correct EUCL charges to the FCC in accordance with F.C.C. Tariff No. 2, AT&T may adjust Customer's Centrex pricing upward or downward to account for the changes in EUCL.
- G. Charges for Other Work. Service charges as specified in Ill.C.C. No. 20, Part 3, Section 1, shall be applicable for services not specifically provided under this Schedule.
- H. Rate Stability. Subject to the provisions of Section 13-509 of the Illinois Public Utilities Act, the rates specified in Section 3., with the exception of EUCL and adjustments to Customer's Centrex rates as the result of changes to the EUCL as provided in Section 4.F, shall not be subject to rate increases for the Term of this Schedule, which is as set forth in the Master Agreement under Article V.
- I. Additional Charge for Caller ID with ISDN lines and Electronic Key lines. In addition to the rates for Centrex ISDN service and/or Centrex Electronic Key Line service as specified in Section 3, Customer shall be subject to the rates for Caller ID services as described in Section 3 or if no rates are listed in Section 3, then as described in Ill.C.C. No. 19, Part 7, Section 2 for each Centrex ISDN line and Electronic Key Line Service line provided hereunder based upon trunk equivalency. Application of the rate for Caller ID is described in Ill.C.C. No. 19, Part 5, Section 1, Sheets 139 and 139.1.

5. Terms of Payment

Upon the Cutover Date as described in Section 7 hereof, Customer shall be liable to AT&T for Non-recurring Charge and/or the Monthly Rate specified in Section 3 with the Monthly Rate continuing each month thereafter during the Term of this Schedule. Customer shall also be liable for any additional services ordered pursuant to Section 3.A or the tariff upon the installation of such services. All invoices from and payments due to AT&T shall be in accordance with AT&T's standard billing procedures.

6. Installation Schedule

AT&T will develop an installation and cutover schedule ("Installation Schedule" or "Implementation Schedule") and will submit it to Customer for Customer's approval. In the event AT&T has not received notice of approval or disapproval of the Installation Schedule from Customer within ten (10) business days of receipt by Customer, the Installation Schedule shall be deemed accepted. Customer's approval of the Installation Schedule will constitute notice to AT&T to proceed. No deviations from the Installation Schedule will occur without the mutual written approval of the parties. The Installation Schedule shall not be construed as modifying any term or condition of this Schedule.

7. Cutover

- A. Cutover of the Centrex Service shall occur as described in the Installation Schedule or at a date agreed to by the parties in writing (the "Cutover Date") set forth in Article V and Exhibit A (Statement of Work) of the Master Agreement. Cutover shall be deemed to have occurred when the Centrex Service and features designated in this Schedule are substantially provided to Customer. Subject to the provisions of Section 4.6 of the Master Agreement, if AT&T's performance of the Installation Schedule is delayed due to changes, acts, or omissions of Customer or Customer's contractor, AT&T will have the right to extend Cutover for a reasonable period of time, but at least equal to the period of such delay. Such delays in the Installation Schedule must be communicated in writing, as soon as practical, by Customer's appointed project coordinator to the AT&T project manager.
- B. AT&T agrees to make all modifications to the data base related to the Centrex Service and features provided pursuant to this Schedule at no charge to Customer up to sixty (60) calendar days prior to the Cutover Date. No changes to the data base or system configuration shall be made during the sixty (60) day period prior to the Cutover Date unless expressly agreed to in writing by AT&T. In the event of such agreement, service charges including, but not limited to, service ordering charges, line connection charges, and program change charges specified in Ill.C.C. No. 19, Part 3, Section 1, shall apply.

8. Service and Maintenance Obligations

- A. AT&T represents to Customer that the Centrex Service and features provided pursuant to this Schedule shall operate substantially and materially in accordance with the specifications in the applicable tariff and those set forth in this Schedule during the Term of this Schedule.
- B. If, under normal and proper use, Centrex Service and features provided pursuant to this Schedule fail to perform substantially as specified above and Customer notifies AT&T within the Term of this Schedule, AT&T shall correct such service degradations or failures without charge to Customer in accordance with the provisions herein. Customer may report service and feature problems seven (7) days per week and twenty-four (24) hours per day.
- C. AT&T's repair obligation does not include damage, defects, malfunctions, service degradations or failures caused by Customer's or third party's abuse, intentional misuse, unauthorized use or negligent acts or omissions. In addition, the foregoing repair obligation applies only if Customer provides AT&T with access on AT&T's side of the NETPOP so as to enable AT&T to perform maintenance or repair work.
- D. When service is interrupted and the interruption exceeds twelve (12) hours (as measured from the time the interruption is reported to or detected by AT&T, whichever occurs first), a credit allowance shall be made for that line or trunk, as specified in Ill.C.C. No. 20, Part 2, Section 2. No other liability shall attach to AT&T as a result of such interruption to service.
- E. If AT&T responds on site to a request for maintenance service from Customer where no actual service problem exists or where the fault or defect is determined to be on Customer's side of the NETPOP and such fault or defect is not covered by any other express obligation of AT&T, then applicable charges shall be assessed against Customer.
- F. WITH RESPECT TO CENTREX SERVICES ONLY, THE FOREGOING REPRESENTATION IS EXCLUSIVE AND IN LIEU OF ALL OTHER REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. CUSTOMER'S SOLE AND EXCLUSIVE REMEDY AGAINST AT&T FOR LOSS OR DAMAGE CAUSED BY, OR ARISING IN CONNECTION WITH, THE PERFORMANCE OR NONPERFORMANCE OF THE CENTREX SERVICE AND FEATURES PROVIDED PURSUANT TO THIS SCHEDULE SHALL BE THE OBLIGATIONS OF AT&T AS SET FORTH IN THIS SCHEDULE.

9. New Features or Enhancements

As new features or enhancements are made available to AT&T from the switch manufacturer, Customer and AT&T may meet to discuss their content and impending availability. New features or enhancements shall be made available to Customer subject to the following terms: (1) activation of such features and/or enhancements shall not be detrimental to the public network; (2) such new features are part of a software release which the manufacturer makes available to AT&T for all of its central offices equipped to handle such changes; and (3) Customer agrees to pay the rates quoted by AT&T for such feature or enhancement.

10. Applicable Tariff Regulations

- A. The general regulations of AT&T under Ill.C.C. No. 19 and No. 20 applicable to communications services apply to the services provided pursuant to this Schedule. The regulations of Ill.C.C. No. 19, Part 5, Sections 2 and 1 are applicable to Service provided pursuant to this Schedule, unless they are expressly inconsistent with the terms and conditions of this Schedule. In

the event of an express inconsistency between the regulations in Ill.C.C. No. 19, Part 5, Sections 2 and 1 and the terms of this Schedule, the terms of this Schedule shall control.

- B. Each reference to a tariff provision in this Schedule shall be deemed to mean or include any and all similar tariff provisions or other regulations changed or established from time to time in lieu of said tariff provision.

**SCHEDULE 1-B, ATTACHMENT 1
SERVICE LOCATIONS**

Product	State	Location A	City	Serving C.O.
Centrex - Plexar	IL	1411 W. Madison St.	Chicago	CHCGILMO
Centrex - Plexar	IL	2111 W. Lexington St. 1411 W. Madison St.	Chicago	CHCGILMO
Centrex - Plexar	IL	(See Note 1) 2111 W. Lexington St.	Chicago	CHCGILCL
Centrex - Plexar	IL	(See Note 1)	Chicago	CHCGILCL

Note 1: For lines in the Canal System to this location, Special Construction was paid in lieu of type 2001D channel services, pursuant to ILL C.C. No. 19, Part 5, Section 1, Paragraph 1.C.8.

**SCHEDULE 1-B, ATTACHMENT 2
STANDARD CENTREX FEATURES**

Standard Features on all Centrex Lines (except where noted):

Ameritech Centrex Mate
Call Diverting
Call Forwarding of Call Waiting Calls (*Not available for ISDN*)
Call Forwarding - Busy
Call Forwarding - Don't Answer
Call Forwarding - Variable
Call Hold
Call Pickup
Call Transfer (Intra-System) - All
Call Transfer (Inter-System) - Deluxe
Call Waiting/Cancel Call Waiting (*Not available for ISDN*)
Conference Calling 3 Way
Consultation Hold
Direct Inward Dialing (DID)
Direct Outward Dialing (DOD)
Distinctive Ringing and Call Waiting Tone
End to End Signaling
Equal Access for Inter MSA Calling
Hunting Arrangements
Intercom Calling
Message Waiting Indicator - Audible
Night Answer (All Versions) (*Not available for ISDN*)
Speed Calling - Short
Touch Tone
Transfer Calls to Restricted Station (*Not available for ISDN*)
Usage Billing by Line Number

Standard Features for Electronic Key and ISDN:

Analog Line Pickups (*Electronic Key only*)
Automatic Dial
Automatic Line Preselect
Blind Transfer with Recall Identification (*Electronic Key only*)
Call Forwarding per Key
Call Request
Call Request with Queue
Called Number Display
Caller ID (*ISDN only*)
Caller ID Intercom
Calling Reason Display
Directory Number Hunt with Call Waiting and Preferential Hunt (*Electronic Key only*)
Display Capability
Executive Busy Override
Executive Busy Override - Exempt
Feature Buttons
Group Intercom
Increase Shared Directory Number (DN) Group Size (*ISDN only*)
Last Number Redial
Leave Message Activation
Listen On Hold
Make Set Busy
Make Set Busy except on Group Intercom (*Electronic Key only*)
Message Retrieval Display
Message Waiting Activation Control
Message Waiting Indication - Visual
Multiple Appearance Directory Number (MADN)
 Single Call Arrangement (SCA)
On Hook Dialing
Pickup Held Conference Call from Shared Directory Number (DN) Call Appearance (*ISDN only*)
Repeat Alert
Ring Again Idle Set
Ringing Options for MADN
Secondary MADN-Call Forwarding
Set Inspect

Shared Directory Number (DN) Bridging with Conference Calls *(ISDN only)*
Short Hunt
Stop Hunt – Access Code
Terminal Management *(ISDN only)*
Time and Date Display

**SCHEDULE 1-B, ATTACHMENT 3
PBX TRUNK EQUIVALENCY**

Centrex Lines	Trunk Equivalency
2-19	2
20-28	3
29-38	4
39-47	5
48-57	6
58-66	7
67-76	8
77-85	9
86-95	10
96-104	11
105-114	12
115-123	13
124-132	14
133-142	15
143-151	16
152-161	17
162-170	18
171-180	19
181-189	20
190-199	21
200-207	22
208-225	23
226-243	24
244-262	25
263-281	26
282-300	27

Each additional eighteen (18) Centrex lines or fraction thereof requires one (1) additional trunk equivalency.

Schedule 1-C
Complete Maintenance Services

SCHEDULE 1-C to Agreement for Replacement and Maintenance of the OEMC E-9-1-1 Emergency Communications Platform

This Schedule ("Schedule 1-C") is an attachment to the Agreement for Replacement and Maintenance of the OEMC E-9-1-1 Emergency Communications Platform (the "Master Agreement") between AT&T and the City of Chicago, through its Office of Emergency Management Communications ("Customer") and is part of the Master Agreement.

Customer Name: City of Chicago through its Office of Emergency Management and Communications

Customer Billing Address: 1411 West Madison Street
Chicago, Illinois 60607

Customer Billing Number: 312-879-0281

Location of Equipment (Delivery/Installation Site Address):

1411 West Madison Street	2111 West Lexington
Chicago, IL 60607	Chicago, IL 60607

Date of Submission: 12/15/06 **Lessor:** N/A

Delivery Date: **Installation/Cutover Date:**

Purchase Order Number: (Purchase Order Number)

PURCHASE PRICE

1. Total Price of Equipment..... \$8,860,560
 2. Total Charge for Installation/Cutover..... \$869,229
 3. Total Purchase Price..... \$9,729,789
- * Taxes & Shipping will be listed separately on the invoice.

PAYMENT TERMS¹ (select one based on criteria below)

	<input type="checkbox"/> <u>Option 1</u>	<input type="checkbox"/> <u>Option 2</u>	<input type="checkbox"/> <u>Option 3</u>	<input checked="" type="checkbox"/> <u>Option 4</u>	<u>\$ Due</u>
	<u>Initial here</u>	<u>Initial here</u>	<u>Initial here</u>	<u>Initial here</u>	
Down Payment: 50%	50%	25%	25%	0%	\$0.00
Delivery:			50%	50%	\$4,864,894.50
Cutover: 50%	50%	75%	25%	25%	\$2,432,447.25
Acceptance				20%	\$1,945,957.80
Acceptance +90 days				5%	\$ 486,489.45
TOTAL:					<u>\$9,729,789.00</u>

¹ Option 1 is the standard billing terms for business sales. Option 2 is used for large businesses or other businesses who are purchasing over \$16,000 and have been in business at least 2 years with DAB Paydex of > 60. Option 3 is only allowed if the Purchase Price is over \$50,000 and the scheduled cutover date is more than 60 days after execution of this Schedule 1-C. Option 4 is for non-standard billing and payment term requests and is subject to the approval of credit verification. All options are subject to Credit Approval.

SELECTION OF SBC PremierSERVSM MAINTENANCE AND SERVICE PLANS:

SBC PremierSERVSM Voice CPE Support Services Maintenance Plan (For Warranty see Section 5):

X Complete Essential Dedicated Custom

X ACCEPT - Customer Initials: _____ DECLINE - Customer Initials: _____

Initial Term: 5 Years From: _____ To: _____ Maintenance Price: \$14,790 /month

Payment Terms (default is annual):

Prepayment Annual Semi-Annual Quarterly Monthly Financing

SBC PremierSERVSM Contact Center Software Support Services: N/A

Complete Essential

ACCEPT - Customer Initials: _____ DECLINE - Customer Initials: _____

Initial Term: () Years From: _____ To: _____ Price: _____

Payment Terms (default is annual):

Prepayment Annual Semi-Annual Quarterly Monthly Financing

Software Release Subscription (Requires PremierSERV Maintenance Plan and Contact Center Software Support Services option as applicable): N/A

ACCEPT - Customer Initials: _____ DECLINE - Customer Initials: _____

Initial Term: () Years From: _____ To: _____ Annual Price: _____

Payment Terms (default is annual):

Prepayment Annual

This Schedule 1-C may be withdrawn by AT&T if not signed and returned by the Customer within sixty (60) days from the Date of Submission referred to above.

Special Terms and Conditions for PSAP – LAN Configurations or Installations:

CUSTOMER WARRANTS TO AT&T AND ALL 911 EMERGENCY SERVICE USERS THAT THE 911 EQUIPMENT AND/OR SERVICES BEING PROVIDED HEREUNDER, OR PREVIOUSLY SUPPLIED BY AT&T, IS NOT CONNECTED AND WILL NOT BE CONNECTED TO ANY LOCAL AREA NETWORK ("LAN") OR ANY OTHER COMPUTER NETWORK OUTSIDE OF AT&T'S CONTROL, INCLUDING WITHOUT LIMITATION THE NATIONAL CRIME INFORMATION CENTER NETWORK ("CIC") OR SIMILAR NETWORK; PROVIDED, HOWEVER, THAT CUSTOMER MAY CONNECT SAID EQUIPMENT AND/OR SERVICES TO THE CIC OR SIMILAR NETWORK IF AND ONLY IF SUCH CONNECTION IS EXPRESSLY APPROVED IN WRITING BY AT&T, WHICH APPROVAL SHALL BE IN AT&T'S SOLE DISCRETION. AT&T RELIES ON THIS REPRESENTATION BY CUSTOMER IN AGREEING TO INSTALL AND/OR MAINTAIN SAID EQUIPMENT AND ALL SERVICES THEREON.

AT&T MAINTAINS A STRICT POLICY ("PSAP NETWORK SECURITY POLICY") THAT IT WILL INSTALL 911 EQUIPMENT ONLY IN A SECURE PSAP LAN, AND ONLY WHERE SUCH LANS ARE NOT CONNECTED TO ANY OTHER COMPUTER NETWORK OUTSIDE OF AT&T'S CONTROL. AT&T WILL NOT INSTALL OR TERMINATE A PSAP LAN TO A FIREWALL. AT&T WILL IDENTIFY THE DEMARCATION POINT FOR THE PSAP LAN, BEYOND WHICH CUSTOMER AGREES THAT AT&T IS NOT RESPONSIBLE. IN THE EVENT CUSTOMER CONNECTS ITS PSAP LAN TO ANY OTHER COMPUTER NETWORK, CONTRARY TO AT&T'S EXPRESS PSAP NETWORK SECURITY POLICY (WHICH CUSTOMER ACKNOWLEDGES IT HAS RECEIVED AND READ), AND THE PSAP LAN IS INFECTED OR DAMAGED AS A RESULT OF SUCH ACTIONS, THEN WITH RESPECT ONLY TO THE PARTICULAR EQUIPMENT THAT WAS AFFECTED RELATING TO ANY PSAP LAN WHICH CUSTOMER OR ITS AGENTS CONNECT TO ANY OTHER COMPUTER NETWORK CONTRARY TO THE PSAP NETWORK SECURITY POLICY, ALL WARRANTIES, AND MAINTENANCE AND SERVICE PROVISIONS OF THIS AGREEMENT SHALL BE NULL AND VOID AND AT&T DISCLAIMS

ANY LIABILITY WHATSOEVER. UNDER SUCH CIRCUMSTANCES, AT&T WILL PROVIDE REPAIR SERVICES FOR SUCH AFFECTED EQUIPMENT RELATED TO SUCH PSAP LAN AT CUSTOMER'S REQUEST, WHICH WILL BE BILLED ON A TIME AND MATERIAL BASIS AT AT&T'S THEN-PREVAILING RATES.

IN PROVIDING THE E 9-1-1 SERVICES, AT&T AND ITS SUBCONTRACTORS ARE DEEMED "AGENTS" OF THE CITY SOLELY FOR THE PURPOSES OF THE PROTECTION PROVIDED IN SECTION 15.1 OF THE EMERGENCY TELEPHONE SYSTEM ACT (50 ILCS 750/15.1) AGAINST LIABILITY FOR CLAIMS BY THE GENERAL PUBLIC FOR CIVIL DAMAGES IN CONNECTION WITH THE DEVELOPMENT, DESIGN AND OPERATION (FOR THOSE PORTIONS OF THE E 9-1-1 SYSTEM WHICH AT&T AND ITS SUBCONTRACTORS OPERATE) OF THE E 9-1-1 SYSTEM BUT FOR NO OTHER PURPOSES. EVEN SO, THIS AGENCY DOES NOT EXTEND TO ANY WILLFUL OR WANTON MISCONDUCT ON THE PART OF AT&T OR ITS SUBCONTRACTORS. THE AGENCY RELATIONSHIP DESCRIBED ABOVE IS EXPRESSLY LIMITED AS SET FORTH ABOVE AND THERE IS NO OTHER AGENCY RELATIONSHIP BETWEEN THE CITY AND AT&T OR ITS SUBCONTRACTORS, EXPRESS OR IMPLIED, CREATED BY THIS AGREEMENT OR OTHERWISE. NOTHING IN THIS SCHEDULE 1-C OR ELSEWHERE IN THIS AGREEMENT LIMITS THE CONTRACTUAL RIGHTS AND REMEDIES OF THE RESPECTIVE PARTIES UNDER THE E 9-1-1 CONTRACT DOCUMENTS OR AS OTHERWISE PROVIDED BY LAW. NOTHING IN THIS SCHEDULE 1-C OR ELSEWHERE IN THIS AGREEMENT MUST BE INTERPRETED, CONSTRUED OR REGARDED AS CREATING ANY THIRD PARTY BENEFICIARY RIGHTS, EITHER EXPRESS OR IMPLIED. MOREOVER, NOTHING IN THIS SCHEDULE 1-C OR ELSEWHERE IN THIS AGREEMENT MUST BE INTERPRETED, CONSTRUED OR REGARDED AS RENDERING THE CITY LIABLE OR RESPONSIBLE TO ANY SUBCONTRACTOR, LABORERS OR MATERIALMEN.

Attachments:

- 1. Statements of Work e.g. SOW, SCOW, PIG
- 2. Bill of Materials for Equipment and Services
- 3. Invoicing Schedule and Payment Terms
- 4. Implementation Timeline
- 5. Certificate of Acceptance
- 6. Other: [_____]

1. SCOPE

This Schedule 1-C covers AT&T's sale of voice customer premise equipment (referred to herein as "AT&T Equipment") (under the attached Bill of Materials, Order or other applicable document), installation and/or maintenance Service for such AT&T Equipment to be provided by AT&T under the Maintenance Plan identified above (the Maintenance Plan"), and as further described below. The AT&T Equipment is further described in the attached Bill of Materials, Order, SOW, Equipment listing or other applicable attachment. This Schedule 1-C, to the extent consistent with the Master Agreement, also covers any Orders issued under this Schedule 1-C, as well as any additions or replacement to the AT&T Equipment or Service

2. AT&T SERVICE AND SERVICE EXCLUSIONS

- A. During the term of the Maintenance Plan, AT&T will repair AT&T Equipment that malfunctions due to wear and tear resulting from normal use in accordance with standard operating instructions. Items excluded from coverage under the Maintenance Plan are headsets, portable telephones (cordless/wireless), answering machines, Contact Center servers, UPS systems, power conditioners and power supplies (including batteries and chargers), consumables and any Software which is at a revision level not supported by the Software licensor. AT&T does not remove or recycle batteries.
- B. The Maintenance Plan and any and all warranties provided to Customer in this Schedule 1-C or the Master Agreement do not cover malfunctions or defects resulting from abnormal or nonstandard uses or conditions including, but not limited to, the following types of causes: failure to provide a suitable environment for the AT&T Equipment, including exposure to improper temperature, humidity, chemicals or airborne agents, Customer abuse, misuse or use contrary to standard operating instructions; improper electrical voltages or currents; power or lightning surges or power interruption; improper storage or placement of the AT&T Equipment; damage caused by unauthorized attachments or modification; use with or interconnection of the AT&T Equipment to incompatible electrical or mechanical devices; and the installation, maintenance or disassembly, repair or alteration of the AT&T Equipment by any person other than AT&T, or an entity expressly approved by AT&T in writing; or Force Majeure occurrences. In such excepted cases, Customer will pay AT&T in accordance with AT&T's then prevailing rates in connection with diagnosing such excepted problems and for any resulting repairs. Customer (i) is solely responsible for adequately backing up data and ensuring that its networks/systems are secured against unauthorized intrusion; and (ii) acknowledges that CPE/Software that supports telephony over Transmission Control Protocol/Internet Protocol (TCP/IP) may experience certain compromises in performance, reliability and security even when performing as warranted and that failure to follow manufacturer/licensor recommendations may make such compromises more acute.
- C. AT&T's maintenance Service provided under the Maintenance Plan shall include preventive and remedial maintenance, as required by the CPE manufacturer's specifications or by AT&T. Replacement parts and products may be new or equivalent to new in performance. Such parts and products will be furnished on an exchange basis and the returned parts and products will become the property of AT&T. AT&T's preventive and remedial maintenance Service obligations hereunder do not include, and AT&T is not otherwise obligated to provide replacement parts, software releases, second tier help desk support, updates, or maintenance Service resulting in CPE functionality which exceeds that expressly provided in manufacturers' or suppliers' specifications at the time such product was installed (including Year 2000 functionality).
- D. AT&T makes no guarantee as to parts availability on AT&T Equipment that has been discontinued by its manufacturer. In the event a manufacturer discontinues producing any AT&T Equipment or in the event the AT&T Equipment has outlived the manufacturer's suggested product life cycle, AT&T shall continue to provide Service under the Maintenance Plan for as long as parts are available on a commercially reasonable basis. In the event repair parts are not readily available, AT&T shall advise

Customer and Customer shall have the option to replace the AT&T Equipment with a similar product at AT&T's then prevailing rates. In the event Customer declines to authorize such replacement, AT&T shall delete such AT&T Equipment from this Schedule 1-C and cease providing Service for such AT&T Equipment, and AT&T will issue, if applicable, a pro-rata refund for such deletion. Additionally, Customer agrees to pay any additional charges that may be incurred by AT&T for product support services from the manufacturer for products that are manufacturer discontinued or have been placed into "end of life" status. Notwithstanding the foregoing, for a period of five (5) years after Acceptance of the System AT&T shall provide maintenance services pursuant to the terms and conditions hereof for AT&T Equipment ordered as a part of the Master Agreement. To the extent additional AT&T Equipment is later ordered pursuant to a Task Order or Change Order, the additional pricing for maintenance of the added AT&T Equipment shall be provided upon request at the time of such Task Order or Change Order, and maintenance for the additional AT&T Equipment shall be pursuant to AT&T's standard maintenance terms and conditions.

- E. The periodic charges specified herein include all the stated maintenance Service performed at any time in connection with Emergencies and Non-Emergencies during Normal Business Hours. An "Emergency" is defined as any malfunction that leaves Customer unable to place or receive calls through the CPE, or any other failure agreed to in writing by the Parties.
- F. Service performed outside of Normal Business Hours or outside the scope of the Maintenance Plan will be charged on a per occurrence basis billed in fifteen (15) minute increments with a minimum of two (2) hours at AT&T's then prevailing hourly or premium hourly rate including travel time to and from Customer's Site. Customer shall also be responsible for travel and living expenses, when required. Provisioning of such Service shall be at the discretion of AT&T and shall be subject to the availability of personnel and parts, if applicable.
- G. In the event AT&T responds to Customer's request for Service and AT&T reasonably determines that the problem was not caused by the AT&T Equipment maintained herein, Customer will be responsible for additional charges for such response at AT&T's then prevailing rates.
- H. AT&T's responsibility with respect to its obligation to provide maintenance Service under this Schedule 1-C shall be limited to the Customer's side of the CPE residing on the Demarcation Point ("Demarcation Point" is defined as the point between facilities controlled or owned by the local telephone carrier and those facilities controlled or owned by Customer). Maintenance Services include maintenance as described herein for: (i) the CPE and/or associated system software stated herein; and (ii) such other equipment and/or software which is subsequently added to this Schedule 1-C by an Order, attachment or other applicable document. In the event that AT&T responds to Customer's request for Service and Customer's claim of CPE malfunction is due to problems on the local telephone utility's side of the Demarcation Point due to malfunctions in equipment or software other than that covered by this Schedule 1-C, Customer will be responsible for additional charges for such response in accordance with AT&T's then prevailing rates.
- I. AT&T may suspend performance or terminate this Schedule 1-C if Customer fails to pay all amounts due by the applicable due date and such failure is not cured within 10 days of receiving AT&T's notice of non-payment.

3. SHIPPING AND DELIVERY

- A. All shipping, transportation and delivery charges for the AT&T Equipment, including expedites, to be paid by Customer, must be included in the price of the AT&T Equipment, f.o.b. Chicago. AT&T shall use commercially reasonable efforts to deliver the AT&T Equipment by the delivery date specified in this Schedule 1-C. Customer may, upon written notice to AT&T no later than ten (10) days prior to delivery, postpone the delivery, installation or Cutover dates specified in this Schedule 1-C one (1) time.
- B. Such postponement shall not exceed thirty (30) days from the originally scheduled delivery, installation or Cutover dates and is subject to price changes.

4. INSTALLATION AND CUTOVER

In the event AT&T connects the AT&T Equipment or installs the Software on such Customer owned equipment, AT&T shall not be liable for any damage to such Customer owned equipment, unless due to AT&T's sole negligence or that of its Subcontractors. AT&T shall use commercially reasonable efforts to complete installation and Cutover of the AT&T Equipment by the dates specified in this Schedule 1-C. Cutover shall be deemed accomplished upon connection to the telephone network to place and receive calls. Cutover of AT&T Equipment that is not dependent on the telephone network will occur when the AT&T Equipment is operational.

5. WARRANTY AND WARRANTY EXCLUSIONS

- A. Unless otherwise provided within the Agreement, the Bill of Materials, Statement of Work or other attachment, the "Warranty Period" for AT&T Equipment shall be twelve (12) months (and in the case of AT&T-provided Software related to the AT&T Equipment, ninety (90) days (or such longer period provided by AT&T's applicable Software licensor)) from the date of delivery to the carrier for shipment, or from the date of installation when AT&T provides installation (or from such other date as determined by the applicable Equipment/Software manufacturer/licensor). AT&T warrants that during the Warranty Period, the AT&T Software shall materially conform to the manufacturer's/licensor's published specifications. If Customer notifies AT&T of a material defect during the Warranty Period, AT&T shall, at AT&T's sole option, repair or replace the AT&T Equipment/Software, free of charge to Customer. Warranties and remedies are addressed further in the Master Agreement. All warranty Services will be performed during Normal Business Hours unless Customer requests otherwise due to Emergency-
- B. During the Warranty Period, any change in the location of CPE must be performed by AT&T and shall be at Customer's expense.
- C. Customer may request maintenance Service twenty-four (24) hours a day, seven (7) days a week by calling AT&T. If Customer's problem is an Emergency, AT&T will use reasonable commercial efforts to respond to Customer's report of a malfunction by dispatching a technician to the Site or by beginning remote diagnosis, as appropriate within two (2) business hours for PBX systems and four (4) business hours for key, hybrid or any other system, and will complete the appropriate repairs as soon as reasonably practical. **Remote diagnostics require customer provided access line and remote access device on all covered equipment with capabilities.**
- D. In the event the problem is a non-Emergency, AT&T shall use reasonable commercial efforts, within eight (8) business hours after Customer's problem is reported, to either: (i) commence repair or replacement from a remote location, (ii) dispatch Service personnel to Customer's site, or (iii) ship replacement CPE as soon as practical, provided, however, Customer must return the defective CPE within ten (10) days or AT&T shall invoice Customer for the full replacement cost. AT&T reserves the right to inspect all defective CPE and AT&T shall have final determination of the status of such CPE.

6. MAINTENANCE AND SERVICE PLAN DESCRIPTIONS

A. SBC PremierSERVSM Voice CPE Support Services – Complete.

- (i) AT&T shall provide maintenance Services, including parts, for CPE as well as any intra-building distribution cables provided by AT&T in connection with the CPE listed hereto, which may include wire, terminals, protectors or connectors;
- (ii) Customer may request maintenance Service twenty-four (24) hours a day, seven (7) days a week by calling AT&T. If Customer's problem is an Emergency, AT&T will use reasonable commercial efforts to respond to Customer's report of a malfunction by dispatching a technician to the Site or by beginning remote diagnosis, as appropriate, within two (2) hours for PBX systems and four (4) hours for key, hybrid or any other system, and will complete the appropriate repairs as soon as reasonably practical; **Remote diagnostics require customer provided access line and remote access device on all covered equipment with capabilities.** (iii) In the event the problem is a non-Emergency, AT&T shall use reasonable commercial efforts, within eight (8) business hours after Customer's problem is reported, to either: (1) commence repair or replacement from a remote location, (2) dispatch service personnel to

Customer's Site, or (3) ship replacement CPE as soon as practical, provided, however, Customer must return the defective CPE within ten (10) days or AT&T shall invoice Customer for the full replacement cost. AT&T reserves the right to inspect all defective CPE and AT&T shall have final determination of the status of such CPE.

B. Contact Center Software Support Services Option:

If selected on page 2 above, Customer elects to purchase AT&T Software Support Services as additional support to the selected maintenance plan. The additional support is described below:

- (i) AT&T's software support services may include preventive and/or remedial maintenance, as required by AT&T or its supplier. The software support services may also include technical telephone consultation and diagnostic assistance, problem origination and expedite resolution. Software support services are typically performed remotely. AT&T may provide on-site support services as AT&T deems necessary. AT&T's preventive and remedial software support services obligation hereunder do not include, and is not otherwise obligated to provide software releases, updates, upgrades or maintenance service resulting in Contact Center Software functionality which exceeds that expressly provided in AT&T's or its suppliers' specifications at the time such Software was installed (including Year 2000 functionality). Any software which is at a revision level not supported by the software licensor will be excluded from coverage.

Contact Center Software Support Services – Complete. This service option is available with the SBC PremierSERVSM Voice CPE Support Services - Complete Maintenance Plan. Customer may request software support service twenty-four (24) hours a day, seven (7) days a week by calling AT&T: If Customer's problem is Severity Level 1 (as described herein), AT&T shall, within two (2) hours after Customer's notification is logged in at AT&T's Data Services Customer Care Center (DSCC), commence error correction activity from a remote location. In the event AT&T does not respond within two (2) hours to Customer's Severity Level 1 (as described herein), the problem will be escalated. If Customer's problem is a Severity Level 2 or 3 (as described herein), AT&T shall use reasonable efforts, within eight (8) business hours after Customer's problem is logged in by the DSCC, to commence error correction activity from a remote location.

(ii) Severity Levels Defined

- (a) **Severity Level 1.** Application is inoperative; inability to use application materially impacts Customer's operations. If a bypass procedure is not utilized, AT&T will continue error correction activity according to selected maintenance plan or optionally, on a time and materials basis. In addition, AT&T shall provide verbal status reports on Severity Level 1 errors at intervals of no less than twice per day to designated Customer support representative, until a bypass is found.
- (b) **Severity Level 2.** Application is usable with limited functions. Error condition is not critical to continuing operation. Customer or AT&T has determined the method of work around for the error condition.
- (c) **Severity Level 3.** Application is usable, but a minor problem exists.

F. **Software Release Subscription Services Option (Applies to Nortel products).** As additional support to the selected Maintenance Plan and Contact Center Software Support Services option Customer elects to purchase Software Release Subscription Services as described below:

- (i) Software Release Subscription (SRS) provides entitlement to new General Announcement (GA) releases of software as approved for use by AT&T for specified Nortel Networks Enterprise Systems (Nortel) at a fixed price. SRS is a non-transferable, non-refundable contracted service offering, which provides customers access to future major and minor software releases, "like-for-like" with existing customer owned software for the term of the SRS Service Plan. Hardware, labor or maintenance costs associated with any upgrades are not covered and any licenses/software that are added during the term of the SRS Service Plan will incur additional charges. In accordance with this agreement, all system hardware upgrades, software upgrades, Moves, Adds, Changes, and repairs must be performed by AT&T. Failure to adhere to this policy will result in additional charges or cancellation of this agreement.
- (ii) AT&T makes no guarantees as to the number of new software releases that will be released by the manufacturer for the term of the SRS Service Plan. Once AT&T has approved a new software release for general availability, the customer may notify their Sales Representative of their desire to upgrade. Failure to upgrade to the latest software release may result in incompatibility with new or existing applications. Additional charges will be incurred to upgrade if software level is not kept at the current level.
- (iii) AT&T is not otherwise obligated to provide software release information, updates, upgrades or maintenance service resulting in Software functionality which exceeds that expressly provided in AT&T's or its suppliers' specifications at the time such Software was installed (including Year 2000 functionality). Section 3.9, of the Master Agreement (Warranties; Disclaimer of other Warranties) applies to any software subscription by Customer under this Section.

7. AGENCY

During the term of this Schedule 1-C, Customer will not permit any other person to maintain, repair or modify the CPE or to connect any other equipment. Customer assumes all ongoing responsibility of directory listings, credit cards, system security, billing arrangements and other items not related to AT&T Equipment or Services provided by AT&T unless expressly stated otherwise under this Schedule 1-C or some other express written agreement between Customer and AT&T.

SCHEDULE 1-D to Agreement for Replacement and Maintenance of the OEMC E-9-1-1 Emergency Communications Platform

This Schedule ("Schedule 1-D") is an attachment to the Agreement for Replacement and Maintenance of the OEMC E-9-1-1 Emergency Communications Platform (the "Master Agreement") between AT&T and Customer of Chicago, through its Office of Emergency Management Communications ("Customer") and is part of the Master Agreement.

Customer Name: City of Chicago through its Office of Emergency Management and Communications

Customer Billing Address: 1411 West Madison Street
Chicago, Illinois 60607

Customer Billing Number: 312-879-0281

Location of Equipment (Delivery/Installation Site Address):

1411 West Madison Street
Chicago, IL 60607

Date of Submission: Lessor: N/A

Delivery Date: Installation/Cutover Date:

Purchase Order Number: (Purchase Order Number)

PURCHASE PRICE

1. Total Price of Equipment \$ 351,560.00
 2. Total Charge for Installation/Cutover..... \$NA
 3. Total Purchase Price \$351,560.00
- * Taxes & Shipping will be listed separately on the invoice.

PAYMENT TERMS¹ (select one based on criteria below)

	<input type="checkbox"/> <u>Option 1</u>	<input type="checkbox"/> <u>Option 2</u>	<input type="checkbox"/> <u>Option 3</u>	<input checked="" type="checkbox"/> <u>Option 4</u>	<u>\$ Due</u>
	<u>Initial here</u>	<u>Initial here</u>	<u>Initial here</u>	<u>Initial here</u>	
Down Payment: 50%		25%	25%	0%	\$0.00
Delivery:			50%	50%	\$175,780.00
Cutover: 50%		75%	25%	25%	\$ 87,890.00
Acceptance				20%	\$ 70,312.00
Acceptance +90 days				5%	\$ 17,578.00
TOTAL:					<u>\$351,560.00</u>

¹ Option 1 is the standard billing terms for business sales. Option 2 is used for large businesses or other businesses who are purchasing over \$16,000 and have been in business at least 2 years with DAB Paydex of > 60. Option 3 is only allowed if the Purchase Price is over \$50,000 and the scheduled cutover date is more than 60 days after execution of this Schedule 1-D. Option 4 is for non-standard billing and payment term requests and is subject to the approval of credit verification. All options are subject to Credit Approval.

Attachments:

- | | | |
|---|--------------------------|---|
| 1. Statements of Work e.g. SOW, SCOW, PIG | | X |
| 2. Bill of Materials for Equipment and Services | | X |
| 3. Invoicing Schedule and Payment Terms | <input type="checkbox"/> | |
| 4. Implementation Timeline | <input type="checkbox"/> | |
| 5. Certificate of Acceptance | <input type="checkbox"/> | |
| 6. Other: [_____] | <input type="checkbox"/> | |

Schedule 1-D
Retrofit or Replacement of Consoles

1. SCOPE

This Schedule 1-D covers AT&T's sale of customer premise console equipment (under the attached Bill of Materials, Order or other applicable document) and installation for such AT&T console equipment to be provided by AT&T, as further described below. The AT&T console equipment shall be either (i) the retrofit for 115 existing Evans consoles at the 1411 West Madison Street location ("retrofit consoles"), or (ii) new dispatch console equipment to replace existing consoles at the 1411 West Madison Street location (the "new consoles"). The AT&T console equipment is further described in the attached Bill of Materials, Order, SOW, console equipment listing or other applicable attachment. This Schedule 1-D, to the extent consistent with the Master Agreement, also covers any Orders issued under this Schedule 1-D, as well as any additions or replacement to the AT&T console equipment

2. CONSOLE PROJECT

The existing consoles at 1411 W. Madison need to be retrofitted or replaced to accommodate the new E911 System. Accordingly, AT&T will cause the modification or replacement of the existing OEMC consoles, as follows:

AT&T will attempt first to retrofit the 115 existing Evans consoles through a vendor of AT&T's choice for a not-to-exceed price of \$352,000. The City acknowledges and agrees that with respect to the remaining 108 positions included under the E911 System, the consoles will not be retrofit or replaced under this Agreement, except by Task Order or Change Order as described in Article VIII of the Agreement. Upon the Effective Date beginning promptly after the date the City provides AT&T access to one console and sufficient space at the OEMC, AT&T will have up to 75 days to cause a prototype console unit (the "Test Unit") to be modified pursuant to specifications described below for 1411 W. Madison only to house with the new E 9-1-1 System components. The City acknowledges and agrees that any modifications beyond those described below may result in different or additional pricing.

If the Test Unit demonstrates the retrofit is within the scope and the Console houses all equipment and components provided by AT&T as part of the E911 System, AT&T will proceed with retrofitting the remaining consoles, unless the City directs otherwise in writing. .

If the Test Unit demonstrates the consoles cannot be retrofitted pursuant to specifications described below for 1411 W. Madison only to house the new E 9-1-1 System components, AT&T will notify the City promptly (but no later than the end of the 75 -day test period). Upon notification that the Test Unit was not acceptable, the City, at its sole option, may (a) direct AT&T to install 115 new consoles pursuant to the specifications for new Dispatch Consoles as described below at a not-to-exceed price of \$2,450,000, or may (b) furnish and install consoles suitable for the E 9-1-1 System through an alternative vendor independent of this Agreement. The City acknowledges and agrees that any modifications beyond those described below may result in different or additional pricing. In either case, the City will notify AT&T promptly of its election. If under (b) above, the City chooses to furnish and install consoles and that choice causes a delay to AT&T in achieving E 9-1-1 System Acceptance, the City will grant AT&T additional time to achieve System Acceptance, day for day that AT&T is delayed due to delay in delivery and/or installation of the consoles by the City.

3. AT&T SERVICE AND SERVICE EXCLUSIONS

- A. Any and all warranties provided to Customer in this Schedule 1-D or the Master Agreement do not cover malfunctions or defects resulting from abnormal or nonstandard uses or conditions including, but not limited to, the following types of causes: failure to provide a suitable environment for the AT&T console equipment, including exposure to improper temperature, humidity, chemicals or airborne agents, Customer abuse, misuse or use contrary to standard operating instructions; improper electrical voltages or currents; power or lightning surges or power interruption; improper storage or placement of the AT&T console equipment; damage caused by unauthorized attachments or modification; use with or interconnection of the AT&T console equipment to incompatible electrical or mechanical devices; and

the installation, maintenance or disassembly, repair or alteration of the AT&T console equipment by any person other than AT&T, or an entity expressly approved by AT&T in writing; or Force Majeure occurrences. In such excepted cases, Customer will pay AT&T in accordance with AT&T's then prevailing rates in connection with diagnosing such excepted problems and for any resulting repairs.

- B. Service performed outside of Normal Business Hours or outside the scope of the Maintenance Plan will be charged on a per occurrence basis billed in fifteen (15) minute increments with a minimum of two (2) hours at AT&T's then prevailing hourly or premium hourly rate including travel time to and from Customer's Site. Customer shall also be responsible for travel and living expenses, when required. Provisioning of such Service shall be at the discretion of AT&T and shall be subject to the availability of personnel and parts, if applicable.
- C. AT&T may suspend performance or terminate this Schedule 1-D if Customer fails to pay all amounts due by the applicable due date and such failure is not cured within 10 days of receiving AT&T's notice of non-payment.

4. SHIPPING AND DELIVERY

All shipping, transportation and delivery charges for the AT&T console equipment, including expedites, to be paid by Customer, must be included in the price of the AT&T console equipment, f.o.b. Chicago. AT&T shall use commercially reasonable efforts to deliver the AT&T console equipment by the delivery date specified in this Schedule 1-D.

5. INSTALLATION AND CUTOVER

In the event AT&T connects the AT&T console equipment or installs the Software on such Customer owned equipment, AT&T shall not be liable for any damage to such Customer owned equipment, unless due to AT&T's sole negligence or that of its Subcontractors. AT&T shall use commercially reasonable efforts to complete installation and Cutover of the AT&T console equipment by the dates specified in this Schedule 1-D. Cutover shall be deemed accomplished upon connection to the telephone network to place and receive calls. Cutover of AT&T console equipment that is not dependent on the telephone network will occur when the AT&T console equipment is operational.

6. WARRANTY AND WARRANTY EXCLUSIONS

A. Manufacturer warrants that all console equipment, technical furniture and display wall structures distributed by it will be free from defects in materials and workmanship from the date of transfer of ownership as follows:

- (1) All fixed structural frame components for a period of the greater of five (5) years or applicable industry standards; and*
- (2) All static exterior panels and work surface components for a period of five (5) years; and*
- (3) All adjustable, sliding or hinged mechanisms or parts for a period of one (1) year; and*
- (4) All mechanical and electrical components including lift (magnetic) columns and assembly, environment controls (Johnson and others), track lights and unity arm (vendor) and assembly for a period of one (1) year.*

If the existing consoles are retrofitted, manufacturer will provide a warranty of at least one year on the components replaced in such retrofit.

- B. Written notice of any claim under this limited warranty shall be delivered to manufacturer not later than the expiration of the applicable warranty period (the "Warranty Notice Period"). In the event that a

written notice of a claim under this limited warranty is not delivered to manufacturer prior to the expiration of the relevant Warranty Notice Period, manufacturer shall have no obligation to repair the product and shall have no other liability whatsoever under this limited warranty. During a particular warranty period, manufacturer will replace or repair (at manufacturer's option) products covered by this limited warranty that are returned to manufacturer. All warranty Services will be performed during Normal Business Hours unless Customer requests otherwise due to Emergency.

- C. This warranty does not cover damage due to external causes, including accident, abuse beyond specified tolerances, misuse, problems with electrical power, improper application or installation by parties other than manufacturer or parties under the control or direction of manufacturer, alteration, storage, servicing not authorized by manufacturer, usage not in accordance with product instructions, negligent use, failure to properly upkeep or problems due to the use of parts and components not supplied by manufacturer. Due to the potential for environmentally induced changes, manufacturer products require storage in a climate-controlled environment at all times. Failure to comply with this requirement shall void this warranty in its entirety. In addition, this warranty does not cover any damage due to shipping and handling (except that which was in the control of manufacturer) or the effects of normal wear and tear. During the term of this Schedule 1-D Customer will not permit any person other than manufacturer or manufacturer's representatives to maintain, repair or modify the consoles, otherwise the warranty shall be void with respect to such console. The warranty term for any product or component that is replaced or repaired shall be the balance of the remaining warranty term applicable.
- D. This warranty does not cover any consumable items such as, but not limited to, light bulbs and filters or third party software. This warranty and the rights and benefits hereunder are given by manufacturer to the original purchaser of products only and may not be transferred or assigned to any other person without the prior written consent of manufacturer.
- E. This limited warranty statement is the entire warranty provided by the manufacturer with respect to the consoles. The manufacturer makes no express warranties or conditions beyond those stated in this limited warranty statement and the terms of this limited warranty statement supersede any other covenants, agreements or understanding with respect to the subject matter referred to herein. The manufacturer disclaims all other warranties and conditions arising by statute or otherwise, express or implied, including without limitation implied warranties of merchantability and fitness for a particular purpose.
- F. During the Warranty Period, any change in the location of the AT&T console equipment must be performed by AT&T and shall be at Customer's expense.

**SCHEDULE 2
SUMMARY PRICING SCHEDULE FOR REGULATED
AND UNREGULATED SERVICES**

NONRECURRING CHARGES

<u>Item</u>	<u>Amount (\$)</u>
• Position Replacement (223 positions)	\$ 6,577,000
• Custom Development	1,250,000
• Cisco Equipment	227,710
• Enterprise Solutions	373,000
• Console Retrofit	351,560
• Integration	767,245
• Training	101,984
• Recommended Spares	9,060
• Network: CCMIS,	457,000
Centrex	97,380
Bundled Network Solution	<u>422,221</u>
Total One-Time/Nonrecurring Charges	\$ 10,634,160

MONTHLY RECURRING CHARGES²

<u>Item</u>	<u>Amount (\$)</u>
• Cisco	\$ 1,338
• Proactive System Monitoring (fka "Mission Control")	13,600
• Hardware Maintenance	14,790
• Bundled Network Solution	195,346
• Centrex	<u>17,120</u>
Total Monthly Recurring	\$ 242,194

KNOWN CHARGES DURING OPTIONAL EXTENSION PERIOD

- Bundled Network Solution:
 - \$180,000 per month (Schedule 1-A Services), and
 - \$ 17,120 per month (Schedule 1-B Services).

²Additional detail regarding monthly charges for Regulated Services may be found in Schedules 1-A, 1-B, and 1-C.



City of Chicago



**City of Chicago/OEMC
&
AT&T Public Safety Solutions
Upgrade Vesta DMS System
Statement of Work--Final**

February 1st, 2018

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Customer City of Chicago - OEMC

Statement of Work: VESTA DMS 3.0 SP4 Hardware Refresh

Site(s): Chicago PD, Chicago FD, Chicago ARS, Training Center, Development Test Lab and
Chicago OEMC

Project #: CATTNR102216A



1.0 Background

The CITY OF CHICAGO OEMC ("Customer") desires to refresh workstations, servers and necessary hardware, and upgrade workstations and servers at all OEMC sites (CHICAGO PD, CHICAGO FD, CHICAGO 311, CHICAGO TRAINING CENTER, and CHICAGO OEMC) to VESTA DMS 3.0 SP4, VESTA-View 1.2, and TPI. The CHICAGO DEVELOPMENT TEST LAB will also be refreshed.

The Aurora MIS system will be migrated to the VESTA Analytics system.

Airbus DS Communications is providing a plan for the implementation of VESTA DMS 3.0 SP4, VESTAView 1.2, TPI, and VESTA Analytics.

No training on VESTA DMS 3.0 SP4 will be provided by AT&T. Training on VESTA Analytics will be provided by Airbus DS Communications.

2.0 Assumptions

2.1 General

- 2.1.1 This SOW, including pricing, presented to City of Chicago OEMC, has been developed based on AT&T's current understanding of the CITY's requirements, and assumptions made by AT&T to meet those requirements. Any products or services not specifically covered in this SOW are not considered as part of this SOW and are not priced in this SOW.
- 2.1.2 Except as set forth in this SOW, AT&T will assume no responsibility for troubleshooting or resolving any 3rd party vendor issues or act as a representative for the CITY with 3rd party vendors in the event of issues.
- 2.1.3 Third-party Cohabitation testing will be provided by AT&T as defined by the Airbus DS Communications Cohabitation Testing of Third Party Applications.
- 2.1.4 CHICAGO PD workstations will be refreshed by temporarily moving call takers from a particular area on the call floor during the refresh as agreed upon by the customer with minimal disruption to in-service call-handling.
- 2.1.5 CHICAGO FD workstations will be refreshed by temporarily moving call takers from a particular area on the call floor during the refresh as agreed upon by the customer with minimal disruption to in-service call-handling.
- 2.1.6 CHICAGO 311 workstations will be refreshed by temporarily moving call takers from a particular area on the call floor during the refresh as agreed upon by the customer with minimal disruption to in-service call-handling.
- 2.1.7 The upgrade of workstations for the CHICAGO TRAINING CENTER and CHICAGO OEMC will be done according to the agreed-upon implementation plan.
- 2.1.8 For the upgrade of workstations for all OEMC sites with the agents still in OEMC, AT&T and the customer will implement the new OEMC VESTA SP4 LAN, and all data circuits (ALI, RCER, CCMIS, etc.) near the existing VESTA SP3 LAN and circuits for refreshed, upgraded or new VESTA SP4 servers and workstations to be fully functioning as soon as they are upgraded to VESTA SP4.
- 2.1.9 CCMIS servers will be installed in AT&T cabinets. Somerset Group Consulting will perform the hardware installation and software installation. Somerset Group Consulting will also provide testing and release into production the CCMIS application. On-going support of the CCMIS application will be provided by Somerset Group Consulting for two years.

2.1.10 OEMC will be using VESTA Analytics 3.1 when the refresh or upgrade of workstations from VESTA SP3 to VESTA SP4 begins.

2.2 Products

2.2.1 AT&T and Airbus DS Communications are providing the latest version of the Software identified in Section 1.0 above.

2.2.2 VESTA Analytics is Airbus DS Communications next generation MIS solution that will replace Aurora.

2.2.3 Headset audio arbitration functionality will be furnished by the customer. Airbus DS Communications will connect the VESTA un-terminated 7-pair radio interface cable to the VESTA ACU and provide the other end of the cable to the customer. The customer is responsible for wiring/connection to the ACU for radio interface.

2.2.4 Airbus DS will not configure radio arbitration but will provide support by a Field Engineer (FE) to assist customer with troubleshooting arbitration configuration issues.

2.2.5 AT&T will provide one headset jack for radio arbitration at Dispatch positions.

2.2.6 The proposed solution does not include the provision of headsets for this Project.

2.2.7 The hardware KM arbitration (on selected workstations) is part of the AT&T and Airbus DS Communications Quoted pricing. Software KM arbitration between CAD and VESTA positions is the responsibility of the customer.

2.2.8 The same peripherals currently used at the OEMC location (such as A/B box, ACU's, CPI-101) will continue to be used with the new workstations. These items are no longer under warranty.

2.2.9 AT&T is providing VESTA Analytics printers.

2.2.10 Altiris backup and recovery solution will be replaced by Acronis backup and recovery solution and configured by AT&T and Airbus DS Communications.

2.3 Implementation

- 2.3.1 AT&T and Airbus DS Communications will start implementation of this Project with an agreed-upon schedule which will include finalizing equipment shipment date(s).
- 2.3.2 The final comprehensive implementation and Project plans, which identify key implementation milestones and tasks, agreed upon by customer may result in modifications to this SOW, which may result in additional charges based on the change order process.
- 2.3.3 Field Engineering, Project Management responsibilities, and pricing described in this SOW are to be performed by AT&T, Airbus DS Communications and Somerset Group Consulting. If the detailed design or implementation plan modifies this SOW it may result in additional charges based on the change order process.
- 2.3.4 Hardware and connectivity (e.g. LAN, telecom) capability must be available at the time of VESTA installation. If connectivity cannot be achieved this may result in additional charges based on the change order process.
- 2.3.5 New OEMC Active Directories for CHICAGO PD, CHICAGO FD and CHICAGO 311 will be developed for Windows Server 2008 R2 that replace the Windows Server 2003 R2 Active Directories in order to implement VESTA DMS 3.0 SP4. High-level proposed drawings and detailed design documents will be completed after final requirements are agreed upon with AT&T and customer.
- 2.3.6 It is assumed that there will be no changes to OEMC call flows. It is assumed that there are no queuing differences between existing OEMC and the new implementation. Differences determined in the queue requirements may result in additional charges based on the change order process.
- 2.3.7 AT&T will be responsible for final delivery to the customer of the 'As-Built' documentation provided by Airbus DS Communications. Said documentation is limited to the system equipment provided to AT&T by Airbus DS Communications under this SOW.
- 2.3.8 All installation tasks described herein will be required for OEMC site locations.
- 2.3.9 AT&T and Airbus DS Communications will work together on an implementation schedule.
- 2.3.10 AT&T and the customer are responsible for any interconnectivity between the physical LAN network and any workstation, server, network-connected device or inter-workstation connectivity.



- 2.3.11 AT&T is providing standard length cabling with all VESTA components.
- 2.3.12 Virus patch management processes will be replicated for VESTA DMS 3.0 SP4 workstations and servers as currently implemented for VESTA DMS 3.0 SP3.
- 2.3.13 AT&T and Airbus DS Communications will be responsible for installing and configuring the latest agreed upon version of Airbus DS Communications software at time of shipment.
- 2.3.14 Somerset Group Consulting will perform any application software loading or configuration on CCMIS servers or CCMIS workstations.

3.0 Solution Overview and Scope

3.1 Overview

3.1.1 The Airbus DS Communications VESTA DMS 3.0 SP4 and VESTA Analytics Standard 3.1 server equipment will be installed and configured in cabinets on a VESTA LAN, and all necessary circuits (ALI, RCER, and CCMIS) that will be provided by AT&T and the customer.

3.1.2 CHICAGO PD, CHICAGO FD, CHICAGO 311 and CHICAGO TRAINING CENTER Call Taker and Dispatch workstations will be pre-staged in a customer-provided staging area at OEMC. AT&T and Airbus DS Communications recommend staging the new workstations where the existing workstations are installed. The configuration completion will occur at the call center desks. When migrating workstations, CHICAGO PD, CHICAGO FD, and CHICAGO 311 will vacate an area consisting of Call takers and a Call taker Supervisor, in order that work can be performed efficiently. Migration of CHICAGO TRAINING CENTER workstations will be performed in order to most efficiently complete the migration.

3.1.3 The information below outlines the sites at which hardware refresh work will be performed, the types of workstations, servers, associated equipment and services in accordance with the quote provided by AT&T.

3.1.3.1 CHICAGO PD

As part of the project, the equipment at CHICAGO PD will be refreshed in accordance with the AT&T quote. The existing servers will be replaced with HP DL380/G9's and the workstations will be replaced with HP RP5 5810 machines. Servers will be configured with the Microsoft Windows Server 2008 R2 operating systems while the workstations will be configured with Microsoft Windows 7 Professional.

AT&T and Somerset Group Consulting will be responsible to install, configure and make operable the CCMIS Servers and associated Red Hat Operating System.

3.1.3.2 CHICAGO FD

As part of the project, the equipment at CHICAGO FD will be refreshed in accordance with the AT&T quote. The existing servers will be replaced with HP DL380/G9's and the workstations will be replaced with HP RP5 5810 machines. Servers will be configured with the Microsoft Windows Server 2008 R2 operating systems while the workstations will be configured with Microsoft Windows 7 Professional.

AT&T and Somerset Group Consulting will be responsible to install, configure and make operable the CCMIS Servers and associated Red Hat Operating System.

3.1.3.3 CHICAGO 311

As part of the project the equipment at CHICAGO 311 will be refreshed in accordance with the AT&T quote. The existing servers will be replaced with HP DL380/G9's and the workstations will be replaced with HP RP5 5810 machines. Servers will be configured with the

Microsoft Windows Server 2008 R2 operating systems while the workstations will be configured with Microsoft Windows 7 Professional.

3.1.3.4 CHICAGO TRAINING CENTER

As part of the project, the equipment at the CHICAGO TRAINING CENTER will be refreshed in accordance with the AT&T quote. The existing servers will be replaced with HP DL380/G9's and the workstations will be replaced with HP RP5 5810 machines. Servers will be configured with the Microsoft Windows Server 2008 R2 operating systems while the workstations will be configured with Microsoft Windows 7 Professional.

3.1.3.5 CHICAGO DEVELOPMENT TEST LAB

As part of the project, the equipment at the CHICAGO DEVELOPMENT TEST LAB will be refreshed in accordance with the AT&T quote. The existing servers will be replaced with HP DL380/G9's and the workstations will be replaced with HP RP5 5810 machines. Servers will be configured with the Microsoft Windows Server 2008 R2 operating systems while the workstations will be configured with Microsoft Windows 7 Professional.

3.1.3.6 CHICAGO OEMC

As part of the project, the equipment at the CHICAGO TRAINING CENTER will be refreshed in accordance with the AT&T quote. The existing servers will be replaced with HP DL380/G9's and the workstations will be replaced with HP RP5 5810 machines. Servers will be configured with the Microsoft Windows Server 2008 R2 operating systems while the workstations will be configured with Microsoft Windows 7 Professional.

3.2 Solution Hardware

3.2.1 AT&T will provide the quantities specified in the AT&T quote

3.2.2 VESTA DMS 3.0 SP4 on HP RP5 5810 model workstations with Windows 7 Operating System.

3.2.3 VESTA servers on Airbus DS Communications certified HP DL380p Gen9 servers with Windows Server 2008 R2 Operating System.

3.2.4 Domain controller servers on Airbus DS Communications certified HP DL380p Gen9 servers or later model with Windows Server 2008 R2 Operating System.

3.2.5 VESTA Analytics Standard on Airbus DS Communications certified HP DL380p Gen9 servers or later model with Windows Server 2012 Enterprise Operating System.

- 3.2.6 VESTA Analytics Enterprise Servers (Application, Reporting and Data Warehouse) on Airbus DS Communications certified HP DL380p Gen9 servers or later model with Windows Server 2012 Enterprise Operating System.
- 3.2.7 Managed Services Monitoring & Response applications and Acronis Disaster Recovery Solution on Airbus DS Communications certified HP DL380p Gen9 servers or later model with Windows Server 2008 R2 and associated router and firewall appliances.
- 3.2.8 Somerset Group Consulting will perform the hardware and software upgrades for CCMIS. CCMIS servers will be installed in AT&T provided cabinets. Cabinet power requirements will be provided along with cabinet drawings during the Design phase of the project.

3.3 Services

- 3.3.1 AT&T and Airbus DS Communications will provide the services specified in AT&T quote including:
 - 3.3.1.1 Install and configure all Airbus DS Communications DL applications on the hardware described above except where exempted.
 - 3.3.1.2 Perform Cohabitation testing with 3rd party applications provided by the customer as defined by the Airbus DS Communications Cohabitation Testing of Third Party Applications Policy.
 - 3.3.1.3 Provide appropriately skilled labor to support AT&T in their Acceptance Testing Plan (ATP). Airbus FE will support by reviewing issues that appear to be VESTA related. AT&T is responsible for preparing, reporting and overseeing all ATP related activities. AT&T will be responsible to staff all other ATP activities. Project Management working in conjunction with AT&T Project Management.
 - 3.3.1.4 Convert "old" VESTA DMS SP3 System data for use with the "new" VESTA DMS 3.0 SP4 system
 - 3.3.1.5 Technical Support and Monitoring & Response agreements will be enacted on the new systems.

3.4 VESTA Analytics – VESTA SP3 to VESTA SP4 Migration

- 3.4.1 VESTA Analytics MIS application and hardware for the CHICAGO PD OEMC sites will be installed based upon an agreed schedule. The current Aurora system in



OEMC is comprised of remote Aurora Standard servers at each site. Aurora Enterprise system is a consolidation of all remote Aurora Standard servers containing detail data beyond the ninety (90) days stored at each remote site. The raw data is stored on an HP SAN. The new VESTA Analytics system to be installed as part of the OEMC project will consist of remote VESTA Analytics Standard servers similar to existing remote Aurora servers. It will also include VESTA Analytics Enterprise which will supersede Aurora Enterprise and will support consolidated data from each remote VESTA Analytics Standard server.

3.4.2 In order to collect data from the new VESTA DMS 3.0 SP4 system a new VESTA Analytics Standard server will be installed as part of this project, while the existing Aurora Standard server continues to collect data from the VESTA DMS 3.0 SP3 system during the transition phase. The new VESTA Analytics Standard server will allow the installation work for the new VESTA DMS 3.0 SP4 system to be completed and fully tested before the new system is cutover. After cutover the new VESTA Analytics Standard server will collect data only from the VESTA DMS 3.0. SP4 system and will be utilized to provide this data to the VESTA Analytics Enterprise server.

3.5 Solution Description and Details

3.5.1 VESTA DMS Solution

3.5.1.1 The VESTA DMS 3.0 SP4 product will continue to meet the feature and functionality currently deployed.

3.5.1.2 The Airbus DS Communications VESTA DMS 3.0 SP4 and VESTA Analytics 3.1 server equipment will be installed and configured in addition to the existing VESTA DMS 3.0 SP3 with duplicate circuits for LAN, ALI, RCER, CCMIS and remote access. A new Windows Server 2008 Active Directory will be established for the VESTA SP4 system.

3.5.1.3 Call Taker and dispatch workstations to be refreshed from VESTA 3.0 SP3 to SP4 will be pre-staged in a customer provided staging area at OEMC and configuration completion will occur at the call center desks. CHICAGO PD, CHICAGO FD and CHICAGO 311 will vacate one area at a time for this migration.

4.0 Network

VESTA DMS has specific architectural requirements that the customer network must meet.

4.1 VESTA DMS LAN

- 4.1.1 Dedicated LAN for HAF network interconnecting the HAF network interfaces on each VESTA server
- 4.1.2 Dedicated LAN for the VESTA network where the VESTA servers, VESTA workstations and other Airbus DS Communications servers/workstations reside. This LAN is also used for the ILO board connections for all Airbus DS Communications servers.
- 4.1.3 No routing enabled between the HAF LAN and the VESTA LAN.
- 4.1.4 The VESTA servers and workstations for a VESTA DMS 3.0 system are deployed on the same LAN.
- 4.1.5 NMS servers for Managed Services will be provided on the VESTA LAN.
- 4.1.6 Using the current OEMC network setup, the following are the minimum network requirements: The Ethernet network infrastructure must provide a minimum of a 100Base-T (IEEE 802.3u) full duplex connections to Airbus DS Communications workstation network interfaces and 1000Base-T (IEEE 802.3ab) full duplex connections to Airbus DS Communications server network interfaces.

4.1.7 VESTA TPI (Third-Party Interface) Network Port requirements:

VESTA Third-Party Interface				
Host Interface	49152 – 65535 Default: 50000	Workstation	Third Party Interface PMC Management Application TPI 2.0: Stored in <i>peinc-SiteNetworkPort</i> instance in PEIDS, Application=Third Party Interface PortID=Host Interface Port	Port where the VESTA Third-Party Interface Host receives commands.
Configuration Port	49152 – 65535 Default: 50001	Server	Third Party Interface PMC Management Application TPI 2.0 GA - Stored in <i>peincSite-NetworkPort</i> instance in PEI-DS, Application=Third Party Interface PortID=Configuration Port	This port is used by the Third-Party Interface PMC Management Application to communicate with the Third-Party Interface running on the server.



Diagnostic Console Port	49152 – 65535 Default: 50002	Server Workstation	TPI 2.0: Stored in <i>peinc-SiteNetworkPort</i> instance in PEIDS, Application=Third Party Interface PortID=Diagnostic Console Port	This port is used by the Third-Party Interface Diagnostic Console to connect to the Third-Party Interface and spy on the stream of messages flowing between the Third-Party Interface and the third-party applications.
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4.2 Active Directory Design

4.2.1 AT&T and Airbus DS Communications Enterprise Solutions Professional Services will be provided as specified in the attached AT&T quote. The Airbus Enterprise Solutions Engineering resources will be utilized in this Project to develop and implement a new Active Directory Domain and Forest for OEMC to meet the following objectives:

4.2.1.1 Airbus Enterprise Solutions will review the existing CHICAGO PD OEMC Active Directory configuration to develop new documentation to replicate the configuration for the CHICAGO PD OEMC Active Directory environment.

4.2.1.2 Airbus Enterprise Solutions will review the existing CHICAGO FD OEMC Active Directory configuration to develop new documentation to replicate the configuration for the CHICAGO FD OEMC Active Directory environment.

4.2.1.3 Airbus Enterprise Solutions will review the existing CHICAGO 311 OEMC Active Directory configuration to develop new documentation to replicate the configuration for the CHICAGO 311 OEMC Active Directory environment.

4.2.1.4 The new CHICAGO PD OEMC Active Directory will be built using the same Group Policy and Windows security settings compared to the existing CHICAGO PD OEMC Active Directory.

4.2.1.5 The new CHICAGO FD OEMC Active Directory will be built using the same Group Policy and Windows security settings compared to the existing CHICAGO FD OEMC Active Directory.

4.2.1.6 The new CHICAGO 311 OEMC Active Directory will be built using the same Group Policy and Windows security settings compared to the existing CHICAGO 311 OEMC Active Directory.



4.2.1.7 The new Active Directory environment deployed for CHICAGO PD, CHICAGO FD, and CHICAGO 311 will be dedicated for the VESTA DMS 3.0 SP4 call processing systems and will not require any trust relationship or interoperability with other non-VESTA related Active Directory environments.

4.2.1.8 Airbus DS Communications will provide updated Active Directory Domain Design document per Agency once a design is finalized with the customer to be included as part of as-built documentation.

4.2.2 Background

4.2.2.1 The existing design for CHICAGO PD, CHICAGO FD and CHICAGO 311 each include various servers and workstations which reside in a dedicated Windows Server 2003 Active Directory Domain.

4.2.2.2 CHICAGO PD VESTA DMS call processing solutions were deployed using a single Windows Server 2003 Active Directory Domain design for the OEMC site.

4.2.2.3 CHICAGO FD VESTA DMS call processing solutions were deployed using a hierarchical Windows Server 2003 Active Directory Domain design. The design included a parent domain defined for the CHICAGO FD OEMC location.

4.2.2.4 CHICAGO FD VESTA DMS call processing solutions were deployed using a hierarchical Windows Server 2003 Active Directory Domain design. The design included a parent domain defined for the CHICAGO FD OEMC location.

4.2.3 AT&T and Airbus Enterprise Solutions Service Assumptions: OEMC CHICAGO PD

4.2.3.1 The existing Windows Server 2003 Active Directory Domain and Group Policy design currently deployed in the CHICAGO PD production environment at OEMC will be utilized for the new OEMC Active Directory environment.

4.2.3.2 The new CHICAGO PD OEMC VESTA DMS 3.0 SP4 call processing solution will utilize Domain Controllers and Members servers running Windows Server 2008 R2 and workstations running Windows 7.

- 4.2.3.3 CHICAGO PD will provide a new Active Directory domain name for the new CHICAGO PD OEMC Active Directory deployment to support the new VESTA DMS 3.0 SP4 call processing system.
- 4.2.3.4 Airbus Enterprise Solutions will review the existing CHICAGO PD OEMC Active Directory configuration to develop new documentation to replicate the configuration for the new CHICAGO PD OEMC Active Directory environment.
- 4.2.3.5 The new CHICAGO PD OEMC Active Directory will be built using the same Group Policy and Windows security settings compared to the existing CHICAGO PD OEMC Active Directory.
- 4.2.3.6 In the event the customer requests or requires changes to the existing Active Directory Domain or Group Policy design, the customer will be required to purchase additional Professional Services. The amount of time and subsequent cost required will be based on receipt of a requirements document from the customer. A determination will be made and a quote for professional services will be generated based on the requirements for the remaining tasks to complete the Project.

AT&T and Airbus Enterprise Solutions Service Assumptions: OEMC CHICAGO FD

- 4.2.3.7 The existing Windows Server 2003 Active Directory Domain and Group Policy design currently deployed in the CHICAGO FD production environment at OEMC will be utilized for the new OEMC environment.
- 4.2.3.8 The new CHICAGO FD OEMC VESTA DMS 3.0 SP4 call processing solution will utilize Domain Controllers and Members servers running Windows Server 2008 R2 and workstations running Windows 7.
- 4.2.3.9 CHICAGO FD will provide a new Active Directory domain name for the new CHICAGO FD OEMC Active Directory deployment to support the VESTA DMS 3.0 SP4 call processing system.
- 4.2.3.10 Airbus Enterprise Solutions will review the existing CHICAGO FD OEMC Active Directory configuration to develop new documentation to replicate the configuration for the new CHICAGO FD OEMC Active Directory environment.
- 4.2.3.11 The new CHICAGO FD OEMC Active Directory will be built using the same Group Policy and Windows security settings compared to the existing CHICAGO FD OEMC Active Directory.

- 4.2.3.12 In the event the customer requests or requires changes to the existing Active Directory Domain or Group Policy design, the customer will be required to purchase additional Professional Services. The amount of time and subsequent cost required will be based on receipt of a requirements document from the customer. A determination will be made and a quote for professional services will be generated based on the requirements for the remaining tasks to complete the Project

AT&T and Airbus Enterprise Solutions Service Assumptions:

OEMC CHICAGO 311

- 4.2.3.13 The existing Windows Server 2003 Active Directory Domain and Group Policy design currently deployed in the CHICAGO 311 production environment at OEMC will be utilized for the new OEMC environment.
- 4.2.3.14 The new CHICAGO 311 OEMC VESTA DMS 3.0 SP4 call processing solution will utilize Domain Controllers and Members servers running Windows Server 2008 R2 and workstations running Windows 7.
- 4.2.3.15 CHICAGO 311 will provide a new Active Directory domain name for the new CHICAGO 311 OEMC Active Directory deployment to support the VESTA DMS 3.0 SP4 call processing system.
- 4.2.3.16 Airbus Enterprise Solutions will review the existing CHICAGO 311 OEMC Active Directory configuration to develop new documentation to replicate the configuration for the new CHICAGO 311 OEMC Active Directory environment.
- 4.2.3.17 The new CHICAGO 311 OEMC Active Directory will be built using the same Group Policy and Windows security settings compared to the existing CHICAGO 311 OEMC Active Directory.
- 4.2.3.18 In the event the customer requests or requires changes to the existing Active Directory Domain or Group Policy design, the customer will be required to purchase additional Professional Services. The amount of time and subsequent cost required will be based on receipt of a requirements document from the customer. A determination will be made and a quote for professional services will be generated based on the requirements for the remaining tasks to complete the Project.

4.3 Other Connectivity for Managed Services

A customer provided network must support the following for Managed Services' or allow AT&T to install circuits to fulfill:

4.3.1 Static and routable public IP address(es) provided on the customer location side to terminate AT&T provided firewall(s) for the implementation of IPsec VPN tunnel(s), or,

4.3.2 Permanent IPsec VPN tunnel(s), as required, between the Airbus DS Communications NOC and customer location(s), and between AT&T Tier 1, Tier 2, and Tier 3 Support and the customer location(s).

4.3.3 Verification should occur during Site Survey.

4.4 Security

The customer's network must adhere to Network Security Measures to maintain the integrity of the hardware and applications. The network shall have no interconnections with devices or networks that are not documented by the customer and presented to AT&T. AT&T will provide recommendations and services to appropriately secure the LAN.

4.5 Timing

The Masterclock System provided in the AT&T quote shall provide VESTA and VESTA Analytics applications a single dedicated Network Time Protocol (NTP) Ethernet connection that is available locally on the VESTA LAN segment. These should be provided by the Masterclock on-site at each VESTA location and should not be extended across a WAN. CCMIS and all related Third party applications shall reference the same NTP time source.

4.5.1 The customer shall allow the installation of external antennas and associated cabling.

4.6 New OEMC Network Infrastructure

The four components of the network infrastructure are:

- o Cable Infrastructure
- o Network Hardware
- o IP Schema
- o System Naming Conventions

4.6.1 Cable Infrastructure

The customer will be responsible for implementing the cable infrastructure throughout the OEMC facility. This includes all connection points between the different floors and buildings in conjunction with AT&T.

4.6.2 Network Hardware

The customer is responsible for network cabling and hardware as required.



City of Chicago



AT&T and the customer will be responsible for the network design conforming to the requirements stated in Section 5.0 Network.

4.6.3 IP Schema and System Naming Conventions

To be successful in the configuration of the workstations and servers, it will be necessary to receive the naming convention and IP schema from the customer thirty (35) days prior to the implementation.

5.0 Equipment at Sites

AT&T and Airbus DS Communications will provide the equipment listed below. The quantities are specified in the AT&T quote for AT&T's installation at these designated sites:

5.1 Chicago PD

- VESTA Servers
- VESTA Workstations-HP RPS 5810 PC
- 22-inch monitors
- NON-VESTA Workstations / Spares / Tables
- VV Workstations clients
- VESTA Analytics Standard / NMS Servers
- 42U 19in Cabinet
- FE Planning & Documentation
- 24 hour cutover coverage

5.2 Chicago FD

- VESTA Servers
- VESTA Workstations-HP RPS 5810 PC
- 22-inch monitors
- NON-VESTA Workstations / Spares / Tables
- VV Workstations clients
- VESTA Analytics Standard / NMS Servers
- 42U 19in Cabinet
- FE Planning & Documentation
- 24 hour cutover coverage

5.3 Chicago 311 Center

- VESTA Servers
- VESTA Workstations-HP RPS 5810 PC
- 22-inch monitors
- NON-VESTA Workstations / Spares / Tables
- VV Workstations clients
- VESTA Analytics Standard / NMS Servers
- 42U 19in Cabinet
- FE Planning & Documentation

- 24 hour cutover coverage

5.4 Chicago Training Center

- VESTA Servers
- VESTA Workstations-HP RPS 5810 PC
- 22-inch monitors
- NON-VESTA Workstations / Spares / Tables
- VV Workstations clients
- VESTA Analytics / NMS Servers
- 42U 19in Cabinet
- FE Planning & Documentation
- 24 hour cutover coverage

5.5 Chicago Development Test Lab

- VESTA Servers
- VESTA Workstations-HP RPS 5810 PC
- 22-inch monitors

5.6 Chicago OEMC

- VESTA Workstations-HP RPS 5810 PC
- 22-inch monitors
- VESTA Analytics Enterprise Application server
- VESTA Analytics Enterprise reporting server
- VESTA Analytics Data Warehouse Server Equipment
- VESTA Enterprise Domain Controller
- NMS Server
- SAN
- VESTA Analytics Printer

6.0 Roles & Responsibilities

6.1 All

The Roles and Responsibilities outlined in sections 6.1, 6.2, 6.3 and 6.4 apply to: Chicago PD, Chicago FD, Chicago 311, Training Center and the Development Test Lab.



6.1.1 AT&T and Airbus DS Communications will jointly create a Site Preparation Guide for customer's use to have the site prepared successfully, to be provided to the customer three (3) months prior to a Site Survey of the OEMC site.

6.1.2 AT&T, Airbus DS Communications and the customer will work together on an agreed upon implementation schedule.

6.2 Airbus DS Communications

6.2.1 Provide a Project Manager to act as single point of contact for coordination of all activities associated with implementation of Airbus DS Communications products purchased.

6.2.2 Provide Field Engineering (FE) services as purchased to install products purchased.

6.2.3 Install and configure Windows Server 2008 R2 and Monitoring & Response applications on servers identified.

6.2.4 AT&T and Airbus DS Communications will install and configure 3rd party software applications identified by the customer that pre-exist this project and have passed cohabitation testing on the VESTA workstations and servers that are provided by Airbus DS Communications.

NOTE: With the exception of the CCMIS application, AT&T is not responsible to troubleshoot or resolve any 3rd party issues or act as a representative for the City with 3rd party vendors in the event of issues.

- o A complete list of pre-existing 3rd party applications must be provided along with detailed installation and configuration instructions, in writing by the customer for all 3rd party applications to be installed and cohabitating on workstations for use with Airbus DS Communications application(s).

6.2.5 AT&T and Airbus DS Communications will design, document and Implement the related Active Directory design to support the new CHICAGO PD OEMC VESTA DMS 3.0 SP4 call processing solution

6.2.6 AT&T and Airbus DS Communications will design, document and Implement the related Active Directory design to support the new CHICAGO FD OEMC VESTA DMS 3.0 SP4 call processing solution.

6.2.7 AT&T and Airbus DS Communications will design, document and Implement the related Active Directory design to support the new CHICAGO 311 OEMC VESTA DMS 3.0 SP4 call processing solution.



- 6.2.8 AT&T and Airbus DS Communications will be responsible for installing and configuring VESTA DMS 3.0 SP4 on new workstations and VESTA servers purchased for use with Airbus DS Communications applications(s).
- 6.2.9 AT&T and Airbus DS Communications will be responsible for installing and configuring VESTA Analytics Standard on new servers identified.
- 6.2.10 AT&T and Airbus DS Communications will convert VESTA DMS SP3 system data for use with the new VESTA DMS 3.0 SP4 system.
- 6.2.11 AT&T and Airbus DS Communications will be responsible for installing and configuring VESTAView 1.2 application software on new servers and workstations for use with Airbus DS Communications application(s) as identified.
- 6.2.12 AT&T and Airbus DS Communications will be responsible for installing and configuring VESTA Analytics Enterprise on SAN servers as identified.
- 6.2.13 AT&T and Airbus DS Communications will install and configure McAfee on designated machines.
- 6.2.14 AT&T and Airbus DS Communications will be responsible for installing and configuring VESTA TPI 2.1 on new workstations for use with Airbus DS Communications application(s) as identified.
- 6.2.15 AT&T and Airbus DS Communications will provide the appropriate resources to support in cutover of the new equipment into production as described in the Airbus DS Communications Services section of this SOW.
- 6.2.16 AT&T is responsible for removing and disposing of new equipment packing materials.
- 6.2.17 AT&T and Airbus DS Communications will be responsible for configuring workstations by functionality.
- 6.2.18 AT&T and Airbus DS Communications will be responsible for providing any design documents, drawings, etc. associated with the Airbus DS Communications solution for OEMC to the customer for inclusion in as-built documentation.
- 6.2.19 Airbus DS Communications will support AT&T during ATP testing and assist in resolving VESTA issues that may arise.
- 6.2.20 AT&T and Airbus DS Communications will support Pre-ATP 'Dry Run' and ATP testing of the CHICAGO PD, CHICAGO FD, and CHICAGO 311 workstations.



6.2.21 AT&T and Airbus DS Communications will provide On-Site Training as identified.

6.2.22 AT&T and Airbus DS Communications will perform Site Verification Testing.

6.2.23 AT&T and Airbus DS Communications will deploy Acronis Disaster Recovery Solution onto workstations and servers provided by Airbus DS Communications.

NOTE: AT&T and Airbus DS Communications tasks are described throughout this SOW.

6.3 AT&T

6.3.1 AT&T will provide Project Management (PM) services as identified in the AT&T quote.

6.3.2 AT&T will be responsible for the design and creation of ATP documents.

6.3.3 AT&T will provide the appropriate resources to support in cutover of the new equipment into production.

6.3.4 AT&T will assume 1st and 2nd tier support responsibilities upon installation of the new equipment.

6.3.5 AT&T will be responsible for the mounting and securing of the supplied 9-1-1 System equipment racks through any Raised Access Flooring and into the subflooring in the main equipment room or any other area.

6.3.6 AT&T will require the customer to make necessary user console (desk) accommodations and provide mounting equipment for the new monitor.

- 6.3.7 AT&T will require the customer to provide AC power and required connections at workstation locations for Airbus DS Communications hardware.
- 6.3.8 AT&T in conjunction with customer will provide the LAN needs for Airbus DS Communications servers and workstations per the High Level Active Directory Designs to be provided as part of the Design phase of the project.
- 6.3.9 AT&T will require the customer to provide AC power and grounding into equipment cabinets according to requirements provided by Airbus DS Communications.
- 6.3.10 AT&T will provide a detailed DN and button assignment sheet for each console.
- 6.3.11 AT&T will provide a full Aastra M5216/M5316 Meridian Business Set (MBS) set template for each position in the system including but not limited to the appropriate QLEN report.
- 6.3.12 AT&T will require the customer to provide detailed IP assignment for all network appliances, servers and workstations prior to the start date for server and workstation configuration.
- 6.3.13 AT&T will be responsible for receiving, inventorying, asset tagging, secure storage, delivering equipment to sites, and tracking of all equipment/materials.
- 6.3.14 AT&T will be responsible for the physical installation of any cabling that may be required including LAN cabling, jumper cables from RJ45 connections to workstations.
- 6.3.15 AT&T will be responsible for all physical installation and cabling of all 3rd party hardware and or systems that connect to Airbus DS Communications equipment such as NICE.
- 6.3.16 AT&T will be responsible for the physical installation of all new workstations and associated components.
- 6.3.17 AT&T will be responsible for the physical installation of any new network equipment required: Switches, Routers, Firewalls and associated cabling.
- 6.3.18 AT&T will require and facilitate a thorough Site Survey of the OEMC facility 1 month in advance of implementation start date to ensure the environment is ready for AT&T and Airbus DS Communications to begin implementation work.
- 6.3.19 AT&T will provide Project Management who will exercise overall management of and responsibility for the implementation of the Project.
- 6.3.20 AT&T will provide, install, make operable, and test VESTA LAN cabling

- 6.3.21 AT&T will deliver RCER from each serving DMS to each primary and secondary VESTA server prior to the start of VESTA server configuration by Airbus DS Communications.
- 6.3.22 AT&T will use reasonable efforts to provide supporting information to aid in resolving any problems discovered during installation, implementation, or post installation phases of this Project.
- 6.3.23 The customer will assist AT&T and Airbus DS Communications in securing any required security clearances, identification tags and other requirements for access to areas within the facility necessary by AT&T and/or any subcontractor personnel to complete assigned Project tasks & responsibilities under this SOW.
- 6.3.24 AT&T will unpack and put in place all AT&T/Airbus DS Communications hardware (e.g. Servers, IWS, and ACU's) in the final locations at the site as per the detailed floor plan.
- 6.3.25 AT&T will provide first tier support immediately following solution cutover, with supplemental 7X24 support from Airbus DS Communications Tech Support and Managed Services.
- 6.3.26 AT&T will provide the applicable number of broadband Virtual Private Networks (VPNs) to support Airbus DS Communications Managed Services connectivity prior to the start of NMS server configuration by Airbus DS Communications.
- 6.3.27 AT&T will notify and coordinate schedule changes with the customer, which may require a Change Order (and additional charges) dependent upon the change.
- 6.3.28 AT&T will ensure test calls can be run during training through the DMS for each type of trunk serving the customer (End Office, TOPS, CLEC, etc.).
- 6.3.29 AT&T will install, configure, make operable, and test all telephony components, including but not limited to: MBS programming and interface with serving DMS, ACD queue design and translations prior to the start of VESTA workstation configuration by Airbus DS Communications.
- 6.3.30 AT&T will be responsible for time sources/synchronization of Airbus DS Communications system.
- 6.3.31 AT&T will test and make operable CCMIS and RCER prior to the start of VESTA server configuration by Airbus DS Communications.

- 6.3.32 AT&T will ensure Intermediate Distribution Frame (IDF) appears in the immediate area of where Airbus DS Communications servers are installed. This includes ALI links, CCMIS, RCER, and network, etc.
- 6.3.33 AT&T will provide and install all necessary cabling for ALI modems and ALI Interconnects to the VESTA servers prior to the start of VESTA server configuration by Airbus DS Communications.
- 6.3.34 AT&T will facilitate pre-cut preparation and testing (Site lock-down).
- 6.3.35 AT&T will facilitate implementation of the site's cut plan.
- 6.3.36 The customer will, upon cutover, provide sign-off to the AT&T Project Manager indicating acceptance of installation and completion of contracted equipment and services.
- 6.3.37 AT&T will establish a Change Control Plan, including a Change Review Board comprised of AT&T, Airbus DS Communications and customer stakeholders qualified to determine which Change Requests lie within the Scope of Work between AT&T and the customer or require a Purchase Order for an increase in scope. See Section 10 *Change Order Process*.
- 6.3.38 The customer and AT&T will verify that the monitors being provided by Airbus DS Communications will work with the customer- provided mounting hardware.
- 6.3.39 The customer and AT&T will verify the placement of the mounting hardware will support the current data and power cables required to support the movement of the dispatch desks and the distance of the monitors from the different workstations.
- 6.3.40 The customer and AT&T will determine headset arbitration requirements for each agency/position.
- 6.3.41 AT&T will identify if the cable runs are in protective trays in the ceiling. If not ensure that all data and phone cables are at the correct EMI type to eliminate any issues such as may be caused by Radio runs and fluorescent lighting.
- 6.3.42 The customer will participate in Site Verification Testing.
- 6.3.43 AT&T will provide the appropriate resources to participate in cutover of the new equipment into production.

AT&T

AT&T

6.4 The City of Chicago OEMC Responsibilities

- 6.4.1 Customer will take the necessary planning steps to ensure there will be no delay of AT&T and Airbus DS Communications implementation tasks due to OEMC site environmental or site work (networking, design) still being completed after the implementation start date in the Final implementation plan.
- 6.4.2 Customer will provide a designated Project Manager for system implementation.
- 6.4.3 Customer will provide sufficient power, grounding and UPS power as required for the proper operation of the 9-1-1 equipment and systems. Power and grounding must meet national and local electrical code.
- 6.4.4 Customer will ensure the operating environment is fully functional and meets Airbus DS Communications minimum operating requirements for Airbus DS Communications hardware and software products.



- 6.4.5 Customer will provide direct contact and support at the end-user location.
- 6.4.6 Customer will facilitate and provide facilities to host all Project meetings.
- 6.4.7 Customer will install AC power into cabinets for servers and other network equipment.
- 6.4.8 Customer will provide the necessary power and grounding connections for all Airbus DS Communications and AT&T equipment at workstation locations.
- 6.4.9 Customer will provide the necessary LAN and WAN requirements stated in the Network section of this SOW.
- 6.4.10 Customer will provide firewalls and related LAN/WAN equipment that enable network connectivity for 3rd-party applications that communicate with the VESTA 3rdParty Interface and these must be configured to allow the necessary TCP ports. The CITY will configure applicable network equipment to allow the ports noted in the table in Section 4.1
- 6.4.11 Customer will provide adequate power below each rack location in raised floor equipment room(s).
- 6.4.12 Customer will provide sufficient console or floor space for the Call-taker position equipment.
- 6.4.13 Customer will provide the physical facilities reasonably required for staging area.
- 6.4.14 Customer will provide access to available space for new equipment and provide assistance when necessary for equipment storage.
- 6.4.15 Customer will assure that the equipment room temperature does not exceed ninety (90) degrees Fahrenheit. Humidity cannot exceed 90% at 90 degrees for more than seventy-two (72) hours at a time, and not exceed fifteen (15) days per year.
- 6.4.17 Customer will facilitate 24-hour access to OEMC sites for AT&T/Airbus DS Communications personnel.
- 6.4.18 Customer will allow access to existing documentation on customer 9-1-1 communication and telephony systems not considered proprietary by other manufacturers and not covered under valid non-disclosure agreements.
- 6.4.19 Customer will provide a floor plan outlining position numbers for Call-taker, dispatch, and supervisor positions being refreshed or upgraded.



- 6.4.20 Customer will provide easy access to and pre-position to the greatest degree possible all new equipment received from AT&T/ Airbus DS Communications prior to AT&T/ Airbus DS Communications arrival on site for installation.
- 6.4.21 Customer will coordinate the efforts of all the vendors who are participating in this Project.
- 6.4.22 Customer will ensure that all required vendor work not provided by AT&T/ Airbus DS Communications is properly scheduled and subsequently installed not to impede the agreed installation of systems and/or scheduled cutover dates.
- 6.4.23 Customer will ensure necessary resources are made available per the agreed schedule when required.
- 6.4.24 Customer will review 3rd party applications to determine whether they are compatible with Windows 7 Operating System and Windows Server 2008 R2 and determine suitable replacements if necessary.
- 6.4.25 Customer will, sixty (60) days prior to the start of the 3rd-Party Cohabitation test date determined in the Master Project Schedule developed by AT&T, provide a complete, accurate and updated list of 3rd party applications that are certified by the individual manufacturer to be compatible with the Windows 7 Operating System and/or Windows Server 2008 R2, to be installed and Cohabitation tested to work with the VESTA DMS 3.0 SP4, VESTA-View 1.2 SP1 and VESTA Analytics applications. Provide detailed installation and configuration instructions in writing for all 3rd party applications to be installed on workstations and/or servers provided by Airbus DS Communications.
- 6.4.26 Customer will make available the number of workstations and servers of each agency (CHICAGO PD, CHICAGO FD, CHICAGO 311) for 3rd party Cohabitation tests requested by AT&T and Airbus DS Communications that are necessary to perform the test. The number of devices is dependent upon the applications to be tested, determined by Airbus DS Communications Systems and Verification Testing (SVT) engineers.
- 6.4.27 The Customer will:
 - 6.4.27.1 Provide power and network connection points for printers.



- 6.4.28 Customer will provide AT&T, Airbus DS Communications staff members and any sub-contractors involved with the Project, ID badges that will facilitate access to all areas that are involved in the Project.
- 6.4.29 Customer will provide all applicable configuration specifics as required.
- 6.4.30 Customer will provide personnel with the appropriate expertise to assist in the configuration of all 3rd party software during the Cohabitation testing (if purchased) and staging process.
- 6.4.31 Customer will provide on request, information, data, records, and documents, and make such decisions as may be reasonably required by Airbus DS Communications and AT&T to perform under this SOW. Customer is responsible for performing this task in a prompt and timely manner.
- 6.4.32 Customer will use reasonable efforts to provide supporting information, as requested, to aid in the resolution of any problems encountered during installation.
- 6.4.33 Customer will provide a detailed IP address assignment for all servers, workstations and other AT&T and Airbus DS Communications-provided network appliances.



7.0 AT&T and Airbus DS Communications Services

7.1 Project Management

An Airbus DS Communications Project Manager (PM) shall be a single point of contact and primary project facilitator for all Airbus DS Communications related issues during the planning and execution phases working in conjunction with the AT&T Project Management team. The time period shall commence on the date the PM begins to carry out the assigned tasks of the Project, as follows:

7.1.1 Pre-Implementation Planning Phase that begins upon execution of a P.O to AT&T, comprised of:

- Project initiation meetings,
- Finalize customer expectations, requirements and exceptions.
- Baseline Resource planning,
- Baseline project planning,
- Risk identification and documentation,
- Reporting requirements,
- Providing input to the AT&T Master Project Schedule (Gantt chart) template identifying Project milestones based on agreed upon tasks and timelines. This schedule includes tasks and deliverables due from partners, end users, vendors, agencies and organizations that are part of the Project. This Project Schedule becomes the official Project tracking document.
- Guide purchases through to delivery to AT&T.

7.1.2 Pre-Implementation Detailed Planning Phase comprised of:

o Finalization of:

- Detailed requirements,
- Procurement and Delivery,
- Creation of Test Strategies and initial Test scenarios,
- Training plans,
- Costs tracking,
- Communication planning,
- MOP development and testing and
- All Pre-Implementation tasks as single point of contact.
- Master Project Schedule.

7.1.3 Execution Phase, comprised of:



- Fulfill Airbus responsibilities for testing events:
- Cohabitation
- Support of ATP developed by AT&T and CITY
 - Participate in regularly scheduled Project review meetings with all stakeholders to review progress and ensure adherence to Project Schedule.
 - Provide regular updates to the customer and to key Project stakeholders.
 - Provide customer regular status reports addressing open Project issues, planned courses of action, and target completion dates for Airbus DS Communications issues.
 - Monitor Project logistics for AT&T and Airbus DS Communications deliverables, intervening as necessary.
 - Assist in resolving AT&T and Airbus DS Communications product and service issues as part of the contracted deliverables.
 - Provide on-site support to the customer during the Project as defined in this SOW.
 - Ensure all relevant AT&T and Airbus DS Communications departments are aware of the planned activities and are ready to support before, during and after work is performed.
 - Ensure AT&T and Airbus DS Communications asset databases are updated accordingly to identify all new components, remove retired components and accurately list warranty term for all hardware, operating system and applications support term.
 - Facilitate implementation of all AT&T and Airbus DS Communications tasks in the Project Schedule.
 - Maintain and administer a log of all reported AT&T and Airbus DS Communications issues (Punch List) during the Project execution.
 - Monitor and manage punch list issues to resolution.
 - Participate in review of punch list items with the customer as appropriate.

7.1.4 Closure Phase, comprised of:

- Confirm all AT&T and Airbus DS Communications tasks and deliverables on the Project Plan are complete, deferred or mitigated.
- Facilitate Technical Support call between AT&T and Airbus DS Communications Technical Support for hand-off support from Implementation team to AT&T Tier 1 and Tech Support.
- Complete closure or mitigation of all remaining AT&T and Airbus DS Communications issues and distribute the final issue Punch List.
- Participate in Project Follow-up Review meetings.
- Hold lessons-learned reviews with the Project team, customer, vendors and management.

7.2 Field Engineering

Field Engineering (FE) services will be provided as specified in the AT&T quote. The resource usage is expected to be:

7.2.1 Pre-Implementation Planning Phase (approximately one (1) month before Execution Phase)

- AT&T and Airbus DS Communications will be involved with early planning, starting approximately one (1) month before the start of the Execution Phase.

7.2.2 Pre-Implementation Detailed Planning Phase (approximately two (2) months before Execution Phase)

7.2.3 Execution Phase

- Airbus DS Communications FE will be on-site weekdays as the Master Project Schedule requires, performing the following activities:
- Configure servers for VESTA at PD, FD, 311, TR and OEMC and manage post-sales documentation.
- Configure workstations and manage post-sales documentation.
- Support the customer during the ATP on all workstations, for VESTA DMS 3.0 SP4 functionality questions, and assistance with confirming expected or unexpected VESTA behavior.
- Convert old VESTA DMS 3.0 SP3 system data for use with the new VESTA DMS 3.0 SP4 system. Install and configure 3rd party software applications that have passed Cohabitation testing on workstations and servers provided by Airbus DS Communications and run Airbus DS Communications application(s).
- Configure the print server with drivers. As identified by the customer, will indicate the printer to which each workstation is to print.

7.2.4 Closure Phase

- Complete any remaining FE tasks shifted from the Execution Phase due to changes in the Master Project Schedule.
- Finalize OEMC site workstation and server documentation for Project closure.

7.2.5 Post-Cut Support

- i. Beginning from cutover date, one FE will provide support for 24 hours per each of the following sites:

- 1.CHICAGO PD
- 2.CHICAGO FD
- 3.CHICAGO 311

7.3 Airbus DS-Communications Enterprise Solutions Services

7.3.1 Airbus DS Communications Enterprise Solutions services will be provided as specified in the attached AT&T quote. The Airbus Enterprise Solutions resources will be utilized in this Project to develop and implement an Active Directory design to meet the following objectives:

- 7.3.1.1 AT&T and Airbus Enterprise Solutions will review the existing CHICAGO PD OEMC Active Directory configuration to develop new documentation to replicate the configuration for the new CHICAGO PD OEMC Active Directory environment supporting the VESTA DMS 3.0 SP4 system.
- 7.3.1.2 AT&T and Airbus Enterprise Solutions will review the existing CHICAGO FD OEMC Active Directory configuration to develop new documentation to replicate the configuration for the new CHICAGO FD OEMC Active Directory environment supporting the VESTA DMS 3.0 SP4 system.
- 7.3.1.3 AT&T and Airbus Enterprise Solutions will review the existing CHICAGO 311 OEMC Active Directory configuration to develop new documentation to replicate the configuration for the new CHICAGO 311 OEMC Active Directory environment supporting the VESTA DMS 3.0 SP4 system.
- 7.3.1.4 The new CHICAGO PD OEMC Active Directory will be built using the same Group Policy and Windows security settings compared to the existing CHICAGO PD OEMC Active Directory.
- 7.3.1.5 The new CHICAGO FD OEMC Active Directory will be built using the same Group Policy and Windows security settings compared to the existing CHICAGO FD OEMC Active Directory.
- 7.3.1.6 The new CHICAGO 311 OEMC Active Directory will be built using the same Group Policy and Windows security settings compared to the existing CHICAGO 311 OEMC Active Directory.
- 7.3.1.7 The Active Directory environment deployed for the new CHICAGO PD OEMC, the new CHICAGO FD OEMC, and the new CHICAGO 311 OEMC will be dedicated for the VESTA DMS 3.0 SP4 call processing systems and will not require any trust relationship or interoperability with other non-VESTA related Active Directory environments. If there



is a change required by the customer to this relationship, it will be a Change Order to the project.

7.3.1.8 AT&T and Airbus DS Communications will provide updated AD Design document per Agency once design is finalized with the customer for inclusion as part of as-built documents.

7.3.2 Dual Network Interface Card (NIC) teaming configuration:

7.3.2.1 AT&T and Airbus DS Communications will provide architectural development of the dual NIC teaming configuration on the HP RP5 5810 workstations for Windows 7 Operating System.

7.3.2.2 The configuration design created for the HP RP5 5810 workstation NICs will be deployed in each HP RP5 5810 workstation by the Airbus DS Communications FE.

7.4 TRAINING

7.4.1 AT&T and Airbus DS Communications On-Site Training services will be provided as specified in the AT&T quote. The Training resources will be utilized in this Project to conduct VESTA Analytics training.

8.0 Testing

8.1 Cohabitation Testing of 3rd Party applications

A single cycle of cohabitation testing will be required to certify 3rd party applications with VESTA DMS 3.0 SP4.

8.1.1 Scope

AT&T and Airbus DS Communications shall perform Cohabitation testing with VESTA DMS 3.0 SP4, VESTA View v1.2 and VESTA Analytics with the various CHICAGO PD, CHICAGO FD, and CHICAGO 311 3rd party applications installed in the customer designated site as specified in a floorplan provided by CITY. Airbus DS Communications recommends that this Cohabitation testing be conducted in the CHICAGO TRAINING CENTER.

8.1.2 Background

To enhance operational efficiency, the customer requires various 3rd party applications to be cohabitated on the VESTA workstations and supporting Airbus DS Communications servers. The workstation design enables users to navigate between and control cohabitated applications simply and easily. Users will interact with all cohabitated applications through a single keyboard and mouse. Switching from one application to another is done through a mouse click or hot key. For the present OEMC site, Airbus DS Communications has performed cohabitation testing with VESTA DMS 3.0 SP3 call processing solution, Aurora MIS solution, and the VESTA View v1.1 call processing solution with the various CHICAGO PD 3rd party applications. From these tests, cohabitated applications required by the customer were certified to reside and operate on the Airbus DS Communications equipment without negative impact on the Airbus DS Communications applications.

The refreshed OEMC site will have new VESTA DMS 3.0 SP4, VESTA-View 1.2 and MIS applications (VESTA Analytics) that will run on new operating systems on both the workstations and servers. Workstation operating systems will be Windows 7 and server operating systems will be Windows 2008 Server R2 Standard or Windows Server 2008 R2 Enterprise.

AT&T has requested that Airbus DS Communications perform Cohabitation testing of applications prior to deployment to the production environment.

8.1.3 3rd Party Applications to be tested

The Applications so tested and successfully certified may be installed on and cohabitate on the VESTA workstations and servers in OEMC running Windows 7, VESTA DMS 3.0 SP4, VESTA-View 1.2 and VESTA Analytics. AT&T will cause the customer to provide a list of 3rd party applications (Windows 7 and/or Windows Server 2008/2012 R2 compatible) to be installed and Cohabitation tested to certify them to cohabitate on the VESTA workstations and servers that employ the VESTA DMS 3.0 SP4, VESTA-View 1.2 and VESTA Analytics applications running the Windows 7 and Windows Server 2008/2012 R2 Operating Systems.

A list will need to be provided from the customer, 60 days prior to the Cohabitation start date in the Master Project Schedule, of all the applications that need Cohabitation testing and that are certified by the



individual manufacturer to be compatible with the Windows 7 Operating System and/or Server 2008/2012 R2.

NOTE: Regarding 3rd party applications, if a new application is chosen because the previous application is no longer available or will not support Windows 7 and/or Windows Server 2008/2012 R2, an assumption is made that no additional applications are to be added to the original list unless a thorough review has been done by all parties and appropriate actions are taken (added costs, increased hardware needed etc.).

8.2 Cohabitation Testing

In support of the customer’s requirement for cohabitation of multiple 3rd party applications on the workstations and servers, AT&T and Airbus DS Communications will use commercially reasonable efforts to effect and support 3rd party application cohabitation in accordance with the requirements of this SOW to ensure VESTA products work properly in the presence of 3rd party applications.

8.2.1 Cohabitation Testing Methodology

Cohabitation testing shall be done at the OEMC site. Cohabitation testing will take place on no more than three (3) VESTA workstations. Testing will involve the processing of simulated test calls to provide the ability of the applications to cohabitate. Specifically, testing will involve verification of the following features: VESTA DMS 3.0 SP4 call processing solution – Standard Features:

- o Answer o Hold o Transfer o Conference o
- Outbound Dialing o Speed Dialing o Delivery and display of ALI at the workstation o TTY/TDD call processing o Instant recall recording

Upon completion of testing (as detailed in Airbus DS Communications Third Party Integration / Cohabitation Test Policy; and the Test Plan that will be created with the revised list of applications the customer will provide, Airbus DS Communications will submit the results to AT&T in the form of a comprehensive written report. This report will include:

Test results for Cohabitation

These results will be reported as either a PASS or FAIL condition. 3rd party applications are approved for Cohabitation with an Airbus DS Communications application only under the following conditions: The 3rd party application can be successfully installed and run without modification or conversion and error free in concurrence, on a computer that is also serving as a platform for Airbus DS Communications software solutions. Airbus DS Communications will work collaboratively with AT&T and customer to facilitate successful testing, but the test does not ensure a PASS result. Notwithstanding a PASS result AT&T and Airbus DS Communications does not recommend this cohabitation.

The nature of the test

This section contains a synopsis of the test environment and test suites.

AT&T and Airbus DS Communications will reasonably cooperate with the customer to identify and resolve conflicts/failures found. If testing indicates that configuration changes are necessary, Airbus DS



Communications will assist by making configuration changes, to the extent possible, while onsite. Extensive configuration changes may necessitate a Change Order as determined in the discretion of AT&T and Airbus DS Communications.

8.2.2 Cohabitation Assumptions

- The testing environment involves cohabitation testing only. No automated communications between Legacy CAD, VESTA applications, such as ALI spill, will take place.
- The customer will provide emulation software and/or hardware necessary for the Cohabitation of 3rd party applications on the workstation (e.g., McAfee, emulation software and/or hardware necessary for the application)
- AT&T and Airbus DS Communications are not responsible for the purchase, configuration, testing, support and/or performance of any 3rd party applications. The exception to this clause is for the support of the CCMIS environment for which AT&T is sub-contracting to Somerset group Consulting.
- Should any customer supplied/specified hardware and/or software component fail any compatibility, Cohabitation and/or coexistence test specified herein, AT&T shall be responsible for all charges authorized under this SOW and accrued prior to the test failure as well as the actual testing costs.
- Should testing indicate that additional hardware/software is necessary to enhance/guarantee the performance of integrated applications/systems, AT&T shall be responsible for all Change Orders and for charges related to the procurement, installation, configuration and testing of the needed hardware/software.

8.2.3 Responsibilities

Airbus DS Communications

- Install and configure 3rd party applications identified by AT&T from the customer.
 - Limited to existing CHICAGO PD, CHICAGO FD, and CHICAGO 311 VESTA network installation and configuration.
- In the specific VESTA DMS call processing solution environment in which testing is to be employed, perform on-site 3rd party Cohabitation testing of each application provided by CITY as required by this statement of work. Verify compatibility and prove the cohabitation ability of the applications.
- Document Cohabitation procedures, settings, and test results.
- Develop a comprehensive Cohabitation test report for each Airbus DS Communications application to be tested.
- Provide AT&T a comprehensive list from the customer of all 3rd party applications to be tested.

311 production environments.

- Provide on request, information, data, records, and documents, and make such decisions as may be reasonably required by Airbus DS Communications to perform under this SOW. AT&T shall perform this task in a prompt and timely manner.
- Provide AT&T and Airbus DS Communications Managed Services remote access to system.



- Cause the customer to allocate the stated workstations and servers in the functional VESTA DMS 3.0 SP4 CHICAGO PD, CHICAGO FD, and CHICAGO 311 environments for use by AT&T and Airbus DS Communications to perform Cohabitation testing. Provide appropriate connectivity between the VESTA call processing solution and CAD workstations to facilitate testing of the functionality between the two workstation platforms.
- Ensure that the operating environment is fully functional, configured and meets Airbus DS Communications minimum operating requirements for Airbus DS Communications hardware and software products.
- Be solely responsible for the accuracy and completeness of data supplied to AT&T and Airbus DS Communications.
- Use reasonable efforts to provide supporting information to aid in the resolution of problems discovered during implementation.
- Provide appropriate schedule notification and facility availability for AT&T and Airbus DS Communications onsite services.
- Provide sufficient power and grounding as required for the proper operation of the 9-1-1 equipment and systems.

City of Chicago OEMC Responsibilities:

- Provide a fully functional and configured OEMC environment.
- The customer will provide all software (to include emulation software) and/or hardware necessary to AT&T for cohabitation of all 3rd party Applications on the VESTA call processing solution workstation
- Provide on request, information, data, records, and documents, and make such decisions as may be reasonably required by AT&T and Airbus DS Communications to perform under this SOW. The customer is responsible to perform this task in a prompt and timely manner.
- Use reasonable efforts to provide supporting information to aid in the solution of any problems discovered during implementation.
- Provide 3rd party application maintenance and support.
- Provide representatives from agencies to perform testing of 3rd party applications in conjunction with Airbus DS Communications applications during testing effort.
- Provide representatives from all agencies to be onsite during testing to provide support during extended hours. This includes subject matter experts for each 3rd party application (McAfee, Presentense); a resource with the authority to approve configuration changes in the event Cohabitation testing cannot be performed on the configuration set forth in the initial documentation provided by the customer. A new configuration will be created with the new list of applications which the customer will provide.

8.2.4 Cohabitation Test Report

Cohabitation test reports contain confidential and proprietary information that belongs to Airbus DS Communications. Airbus DS Communications grants AT&T and the customer a license to use the cohabitation documentation for purposes of evaluating the work performed pursuant to this SOW, including



making a reasonable number of copies of the documentation and sharing it with the customer's employees, subcontractors or agents for the purpose of evaluating the test results.

8.2.5 Post Validation Cohabitation Support

Upon completion of Cohabitation testing, AT&T and Airbus DS Communications will provide one (1) year of cohabitation support (as detailed in Airbus DS Communications 3rd Party Integration / Cohabitation Test Policy). Airbus DS Communications post certification cohabitation support obligations during the contract period are limited to:

- 7X24 Telephone Technical Support (Help Desk)

Future 3rd party Cohabitation testing may be carried out for no additional charge, at a maximum of one (1) time per year for the length of the post installation support period indicated in this SOW (as detailed in Airbus DS Communications 3rd Party Integration Cohabitation Test Policy; with the following conditions specific to this Project:

- 3rd party Cohabitation testing may be carried out a maximum of one (1) time per year for up to four (4) years on a mutually agreed-to date, if purchased.
- Annual testing is only available for minor revisions (e.g. version 6.0 to 6.1) of Airbus DS Communications applications specified in this SOW, as well as any minor revision update (e.g. version 6.0 to 6.1) of the 3rd party applications also identified in this SOW (provided the applications were previously certified without issue by Airbus DS Communications).
- Annual testing shall not include non-standard 3rd party hardware (e.g. hardware that is specified by the customer and falls outside of the Airbus DS Communications standardized offering) that is a replacement model for previously certified hardware.
- Any testing of 3rd party applications with a major revision change (e.g. version 6.0 to 7.0 or server/workstation model revision) or that is a replacement model as referenced above will require resizing of testing efforts and additional fees will be chargeable to test such 3rd party applications. Further, testing more than once per year will require resizing of the testing efforts and additional fees will be chargeable to perform such additional Cohabitation testing.
- The above described support is limited to the cohabitation environment at the time of Cohabitation testing only. Support for other software shall be separately purchased and described in appropriate documentation.

8.2.6 3rd Party Products

AT&T and Airbus DS Communications are not responsible for the purchase, support and/or performance of 3rd party products, including but not limited to HIPS and NICE applications, used by the customer. CCMIS support is the named exception as Somerset Group Consulting will provide a hardware refresh with on-going support and maintenance.

8.2.7 Acceptance

Unless the customer provides written notice to the contrary, the Cohabitation testing services described herein in Sections 8.1 and 8.2 shall be deemed completed and accepted ten (10) business days after



delivery of each Cohabitation test report, associated with the 3rd party applications list provided by the customer, to AT&T.

8.3 Acceptance Testing (ATP)

The objective of ATP is to gain final customer "Acceptance" of the VESTA system. ATP is the responsibility of AT&T to perform whereby test cases are executed at each server and workstation under observation by the customer. Typically AT&T will perform the same ATP test cases in advance and is commonly referred to as the pre-ATP "Dry Run" testing to assure all test cases pass on each server and workstation prior to scheduling the official ATP with the customer.

AT&T requirements for this project are to pre-ATP and ATP the VESTA system servers and the workstations for each agency that are being refreshed or upgraded.

AT&T and Airbus DS Communications will provide technical support services to the customer during the pre-ATP and official ATP phases. The technical support will be performed by FEs and limited to investigating and resolving test case failures that are a result of configuration work previously performed by Airbus DS Communications or with the Airbus DS Communications-provided applications. If changes to configurations are required due to changes made by the customer, they may result in additional charges. AT&T will be responsible for managing all ATP activities to include planning, scheduling, customer coordination, documentation and reporting.

9.0 Change Order Process

Change Orders are used to ensure that all changes to this SOW are properly documented, reviewed, and approved prior to inclusion into the document. Changes to an agreement include, but are not limited to, such items as changes to the hardware, software, and changes in service options, etc. A Change Order is an amendment to the contract because it requires authorization by both AT&T and Airbus DS Communications. Any change to be completed during the initial development, before delivery of production system (final user acceptance), may result in a change in the scope, schedule, or costs (or all three) of the project.

The change order process includes:

- Identifying changes requested
- Investigating the probable impact of changes.
- Preparation of a Quote #ATT37536M for the proposed changes.
- Reporting the impact of approved changes on the cost, schedule, and scope of the project.
- Evaluating the benefits and costs of the proposed changes.
- Making a decision to implement, defer, or deny the change request

With this in mind, a fundamental set of rules are followed when a Change Order is initiated from any source:

- All Change Orders must be documented, clearly stating the scope of work, responsible parties doing the work, a dollar amount, a schedule impact, and signatures.
- All Change Orders must be signed by an authorized representative of each party and a purchase order issued thereon before work can commence.
- All Change Orders must be communicated to the stakeholders: people or organizations impacted by the change.
- All Change Orders must conform to this Scope of Work between AT&T and Airbus DS Communications.

Once the Statement of Work is approved and signed by authorized representatives of AT&T and Airbus DS Communications, a formal Change Control Plan will become effective. An Airbus DS Communications Quote (if applicable) must be completed, mutually agreed to, and executed by the issuance of a Purchase Order by AT&T prior to the initiation of work outlined in any proposed change.