Contract Summary Sheet

Contract (PO) Number: 19393

Specification Number: 37989

Name of Contractor: AT&T CORP

City Department: DEPT OF INNOVATION & TECHNOLOGY

Title of Contract: TELECOMMUNICATION SERVICE: VOICE AND DATA NETWORK

SERVICE

Term of Contract: Start Date: 1/1/2010

End Date: 12/31/2014

Dollar Amount of Contract (or maximum compensation if a Term Agreement) (DUR): \$125,000,000.00

Brief Description of Work: TELECOMMUNICATION SERVICE: VOICE AND DATA NETWORK SERVICE

Procurement Services Contract Area: TELECOMMUNICATIONS

Please refer to the DPS website for Contact information under "Doing Business With The City".

Vendor Number: 51139031

Submission Date:

1/1/10

Contract (P.O.) No. 19393

Specification No. 37989

Vendor No. 51139031 A

PROFESSIONAL SERVICES AGREEMENT

BETWEEN

THE CITY OF CHICAGO DEPARTMENT OF INNOVATION AND TECHNOLOGY

AND

AT&T CORP.



TELECOMMUNICATION SERVICES: VOICE AND DATA NETWORK SERVICE

RICHARD M. DALEY MAYOR

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	Industrial to master Agreement

VOICE AND DATA NETWORK SERVICES MASTER AGREEMENT

This Voice and Data Network Services Master Agreement is entered into as of January 1 , 2010 (the "Effective Date") by and between AT&T Corp., a New York corporation, with a place of business at 225 W. Randolph Street, Chicago, Illinois ("AT&T"), and the City of Chicago, a municipal corporation and home rule unit of local government existing under the Constitution of the State of Illinois, acting through the Department of Innovation and Technology ("City" or "the City").

WHEREAS, the City desires to continue receiving voice and data telecommunications network solutions appropriate for its needs and consistent with a request for proposal issued by the City;

WHEREAS, AT&T is the provider of network services and professional and technical services to the City, including maintenance and support services, and desires to continue to provide such network services and related services to City.

NOW, THEREFORE, in consideration of the foregoing, the mutual promises and covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Background

- 1.1. <u>Definitions</u>. The following terms used herein shall have the meanings set forth below:
 - 1.1.1. Addendum means individually, and Addenda means collectively, any or all of those addenda listed in Section 2.3 titled "Services" of this Agreement and any Addenda subsequently added after the Effective Date in accordance with Section 17.1 titled "Amendments" and incorporated into this Agreement by reference. Addenda may include Attachments ("Attachments") and related Statements of Work ("SOWs").
 - 1.1.2. <u>Affiliate</u> of a party means any entity that controls, is controlled by or is under common control with such party.
 - 1.1.3. <u>Agreement</u> means this Voice and Data Network Services Master Agreement, including any Addenda, Attachments and SOWs.
 - 1.1.4. Confidential Information means information of either party (including, but not limited to, reports, data, findings or any information) which is disclosed by a disclosing party to a receiving party in the course of performing under this Agreement or in anticipation of providing Services under this Agreement, but only to the extent identified as Confidential Information pursuant to Section 10.1 titled "Confidential Information."
 - 1.1.5. <u>Cutover</u> occurs (except as otherwise described in an Addendum): (a) for a Service when the Service is first provisioned or otherwise available for City's use at any single Site; and/or (b) for Equipment when the Equipment is delivered

- to the City, at the location identified by the City in an Order, or if installation by AT&T is provided as part of the Services, then upon AT&T's installation of the Equipment.
- 1.1.6. Equipment means equipment purchased from AT&T by the City under this Agreement.
- 1.1.7. <u>Software</u> means computer programs and related object code licensed by AT&T to City, including any software licensed with Services including Equipment.
- 1.1.8. Order means any purchase order for Equipment or Services that references this Agreement.
- 1.1.9. <u>Services</u> means any or all services (including providing Equipment) provided under this Agreement by AT&T as described in this Agreement.
- 1.1.10. <u>Site</u> means City locations identified by the City where AT&T is to perform or provide Services.
- 1.1.11. Tariffs and Guidebooks. "Tariffs" are documents containing the standard descriptions, pricing, and other terms and conditions for a Service that AT&T is required to file by local, state or federal regulatory bodies with regulatory commissions and that are required by law to supersede any contrary contractual arrangements that AT&T may have. "Guidebooks" are documents containing the standard descriptions, pricing, and other terms and conditions for a Service that were, but no longer are, filed with regulatory commissions and comprise AT&T policy. Tariffs and Guidebooks may be found at http://www.att.com/service.publications..
- 1.2. Order of Precedence. In the event of an ambiguity or conflict in the documents, the following order of precedence applies to the documents comprising an Agreement: (1) this Agreement; (2) Addenda and related SOWs and related Attachments; and (3) Tariffs or Guidebooks.
- 1.3. <u>Transition</u>. AT&T currently provides some or all of the Services described in this Agreement under existing contracts between AT&T, or its Affiliates, and the City. As of the Effective Date, the Services provided under the existing agreements and identified in the applicable Addenda hereto shall be deemed superseded and replaced by this Agreement.

2. Engagement and Scope of Services

2.1. General. Subject to the terms and conditions of this Agreement and any applicable Addenda, City hereby engages AT&T to provide all of the Services and Equipment described hereunder, and AT&T hereby accepts such engagement. AT&T agrees to provide personnel, its expertise and the professional, technical and project management services necessary and appropriate to fully implement the Services in accordance with this Agreement. Except as set forth below, AT&T shall be responsible for providing its own resources and equipment as necessary to provide all Services hereunder.

2.2. Intentionally Left Blank.

2.3. Services. AT&T shall provide the following Services:

Addendum # 1	Pricing Schedule for AT&T ILEC Centrex Services Provided in the State of Illinois Pursuant to Tariff or Guidebook
Addendum # 2	Pricing Schedule for AT&T ILEC Network Services Discount Provided Pursuant to Custom Terms
Addendum # 3	AT&T Business Network Service (ABN) with Multi-Service Agreement
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Addendum # 7	Pricing Schedule for AT&T Frame Relay Long Distance Data Services
Addendum # 8	AT&T Voice CPE Maintenance Services Addendum to Master Agreement

Each Addendum is attached hereto and incorporated into the Agreement by reference.

All Services, including any deliverables, will be described in an applicable Addendum and related SOW.

2.4. Additional Services. Should City elect, in its sole discretion, to retain AT&T to provide additional services which were included in the City's Request for Proposal dated on or about September 30, 2005, ("RFP") and/or AT&T's Proposal and are within the general scope of Services of this Agreement, but beyond the description of Services required under this Agreement, including but not limited to the Centrex Virtual Network described in the Proposal, AT&T agrees to provide personnel, its expertise and the professional, technical and project management services as are called for by each additional Addendum entered into by the parties. The services specified in such Addendum shall thereinafter be deemed "Services" for all purposes of this Agreement. No such Addendum, however, shall be binding upon City or AT&T unless executed and delivered by an authorized signatory of such party in accordance with Section 17.1 titled "Amendments" hereof and incorporated herein by reference. Any such Addendum shall be governed by the terms and conditions of this Agreement unless otherwise specified in the Addendum.

City may at any time, and from time to time, request that AT&T perform additional services for City pursuant to a new Addendum hereunder. Within a reasonable period after receiving such a request from City, AT&T shall prepare and submit a written proposal to City that provides the following information, if applicable: (i) assesses the expected impact of such request on any Services then being provided hereunder; (ii) defines and describes how AT&T would fulfill or satisfy such request in reasonable detail; (iii) sets forth pricing, specifications, implementation plans and time schedules, with appropriate milestone and completion dates anticipated by AT&T in connection with fulfilling such request; and (iv) contains proposed completion and acceptance criteria.

- 2.5 Orders. Only individuals designated in writing by the City may place orders for Services hereunder. (As of the Effective Date, designees listed in Exhibit 1 may place orders hereunder; said exhibit may be revised in writing from time to time in accordance with Section 5.2 titled "Personnel" without formal amendment of the Agreement.) An Order shall be subject to the terms of the Agreement, and any preprinted terms and conditions in the Order which conflict with the terms and conditions of the Agreement shall be deemed superseded and deleted. Orders shall specify, as applicable, description of Services, prices and/or rates, location at which the Services are to be provided or to which Equipment is to be shipped.
- Affiliates. "AT&T" whenever it appears in an Addendum shall be deemed to apply to the AT&T Affiliate identified in such Addendum and performing Services thereunder. Each Affiliate shall comply with the applicable provisions of this Agreement in its performance hereunder. Notwithstanding the foregoing, (a) AT&T Corp. will at all times remain responsible for the performance of the Services, (b) the filing of any claim against the City relating to this Agreement and the exercise of any other remedies against the City relating to this Agreement will be made by AT&T Corp. and not by any of its Affiliates and (c) the filing of any claim against AT&T relating to this Agreement and the exercise of any other remedies against AT&T relating to this Agreement will be made against AT&T Corp. and not against any of its Affiliates. Nothing herein is intended to set forth an agent-principal relationship between AT&T and any of its Affiliates."

3. Grant Software License

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.

4. General Provisions Applicable to the Agreement

4.1. Compatibility and Integration. AT&T shall ensure that any Equipment that AT&T provides to City hereunder shall be compatible with, and shall not materially and adversely affect any equipment owned by the City provided that AT&T conducts a site survey and confirms compatibility with such Equipment manufacturer prior to City placing final Order. The foregoing is based upon site survey provided that the City does not alter the environment after such survey is conducted and prior to installation.

4.2. Personnel.

4.2.1. Project Manager/Project Coordinator. Unless the parties agree otherwise, AT&T will assign a project manager or project coordinator (individually and collectively "Project Manager") to interface with the City as follows: (a) Voice CPE – all systems installation and larger cabling projects and (b) Network – complex products such as optical services (i.e. SONET, OPT-E-MAN, GigaMAN, DS3) and any installations of Network where lines are equal to or greater than 25. Price quoted for scope of work will include rates for Project Manager. AT&T recognizes the significance of consistency in the Project Manager positions, but reserves the right to replace a Project Manager from time to time. Such replacement will have the same or equivalent qualifications and skills as the original Project Manager to perform the Services. In the event that a change is required (e.g., departure, promotions, etc.), AT&T shall provide as much advance notice as is practicable to City.

In the event a Project Manager is assigned, the Project Manager will provide overall management direction for the Services. The Project Manager will at all times maintain and, upon request by City, make available to City an up-to-date and overall schedule of status and due dates with respect to the Services. The Project Manager, together with such other personnel as reasonably requested by the City, will participate in monthly status review meetings or as otherwise requested by the City and agreed upon by AT&T. Such meetings will be held at City's facilities, unless otherwise agreed by the City.

- 4.2.2. Account Teams. AT&T will assign specific personnel to account team(s) (Associate Director, Account Manager and Service Manager) to interface with the City on the operation of the Networks, provision of the Services and/or ongoing projects or upgrades. An account team member may be replaced from time to time during the term of this Agreement and such replacement will have the same or equivalent qualifications and skills as the member he or she is replacing to perform the Services. AT&T will cause all personnel assigned to such account teams to possess: (i) experience, skills, training, and expertise appropriate for the assigned duties and (ii) expertise, knowledge, and orientation with regard to the relevant and applicable aspects of the Services, and of City and its information systems, sufficient to enable him or her to properly and timely perform the duties and responsibilities assigned to him or her in connection with this Agreement. Upon receipt of a written request from City, AT&T will provide to City resumes for key personnel.
- 4.2.3. Replacements. City may request replacement of any personnel that City reasonably determines does not have the skills necessary to support AT&T's obligations under this Agreement or Orders placed hereunder. City will notify AT&T of such decision to reject AT&T personnel in writing, describing in reasonable detail the cause of such rejection. AT&T will promptly review the matter with City, and the parties will work to resolve the issue, up to and including the removal of the personnel, in a reasonable period of time. City may not request removal of any support personnel for any unlawful reasons or in a manner that obligates AT&T to commit an unlawful act. Any replacement personnel, whether replaced upon request of City or otherwise, will be

individuals possessing comparable or greater experience, qualifications and credentials as the persons being replaced.

4.3. <u>Use of Subcontractors</u>.

- 4.3.1. The City acknowledges and agrees that AT&T is entering into this Agreement on behalf of itself and its Affiliates identified in the Addenda and said Affiliates shall not be considered third party subcontractors for the purposes of this Section 4.3 titled "Use of Subcontractors." Therefore, AT&T's Affiliates are not subject to provisions herein including but not limited to subcontract agreements, except as set forth in Section 2.6 titled "Affiliates."
- 4.3.2. AT&T agrees to identify any Subcontractor performing work under the Agreement and/or an Addendum on City's premises or hired solely for providing services to the City prior to commencement of the work. No subcontractor may be used by AT&T hereunder if the City objects in writing within ten (10) days of receipt of notice. Any use of Subcontractors in the performance of the Services. under this Agreement under no circumstances operates to relieve AT&T of its obligations or liabilities under this Agreement. If any Subcontractor fails to perform the Services in accordance with the terms and conditions of this Agreement, the City has absolute right upon written notification (stating with specifity the cause of its rejection of such subcontractor) to require the performance of the Agreement by AT&T personally or through any other Subcontractor, subject to the provisions in this paragraph. City may not request removal of any subcontractor for any unlawful reason. AT&T agrees to promptly notify the City if it learns at any time that any of its Subcontractors is listed as a debarred City of Chicago firm as published at any time on the City's Department of Procurement Services website. AT&T further agrees, at the City's request, to promptly remove any such debarred Subcontractor from performing Services under this Agreement and to either perform such services itself or replace the debarred subcontractor in accordance with the procedures set forth is this Section 4.3.2.
- 4.3.3. AT&T must ensure that all subcontracts contain provisions that require the Services be performed in accordance with the requirements of this Agreement and provide that the Subcontractors are subject to all the applicable terms of this Agreement. If the agreements do not prejudice any of the City's rights under this Agreement, such agreements may contain different provisions than are provided in this Agreement with respect to extensions of schedule, time of completion, payments, guarantees and matters not affecting the quality of the Services.
- 4.4. Cooperation. AT&T shall cooperate as requested with other service providers of City to coordinate the provision of Services provided under this Agreement with the services and systems of such other service providers. Such coordination shall include: (i) facilitating with such other relevant service providers the timely resolution of all problems that may arise and impact the Services or the provision thereof, regardless of the actual or suspected root-cause of such problems and (ii) providing relevant information concerning the Services.
- 4.5. Root-Cause Analysis. Within ten (10) business days of restoration after any Service outage which City has informed AT&T of via a Trouble Report (as defined in Section

11.4 titled "Trouble Reports"), and upon City's written request, AT&T shall commence performing a root-cause analysis ("Root-Cause Analysis") to identify the cause of such failure. As part of the Root-Cause Analysis, AT&T shall provide City with (i) a written report detailing such cause; and provided that AT&T's performance of Services is the sole cause of the outage (ii) a detailed description of the permanent solution or temporary reliable workaround to correct such incident or failure and reasonable evidence that such incident or failure will not recur (including the provision of a permanent solution for any temporary workaround). If AT&T is a contributing party and upon City's written request, AT&T will work with the other contributing party (or parties if applicable) to develop a permanent solution or temporary reliable workaround consistent with AT&T's contributory status. Notwithstanding anything herein to the contrary, any expense associated with the correction of any such failure shall be borne by AT&T to the extent AT&T's (or its agents' or subcontractors') performance was the cause of the Service outage.

5. City's Responsibilities

- 5.1. <u>Functions</u>. City's responsibilities and obligations hereunder are identified and described in this Agreement. City may use Subcontractors to perform any service required to be performed by it hereunder, but shall retain full responsibility for the work to be performed.
- 5.2. Personnel. City shall perform its obligations hereunder through such persons as City may designate from time to time. City may, without the need for approval of AT&T, replace any City personnel working in connection herewith. City will assign a project manager to interface with AT&T's Project Managers. In addition, the City's Chief Information Officer will provide a written list of City personnel who are authorized to order service or request changes to service from AT&T and shall, from time to time, send written notification to AT&T of additions to or deletions from the list of authorized City personnel.
- 5.3. City will in a timely manner allow AT&T to access property and Access Right. equipment that City controls as reasonably required to provide the Services, and City will obtain, at City's expense, timely access for AT&T to property that City does not control (other than public property) as reasonably required to provide the Services. Access rights include the right to construct, install, repair, maintain, replace and remove access lines and network facilities, as well as to use ancillary equipment space within a building, as necessary for City's connection to AT&T's network. City must provide AT&T timely information and access to City's facilities and equipment as AT&T reasonably requires to provide the Services, subject to City's reasonable security policies. City will furnish any conduit, holes, wireways, wiring, plans, equipment, space, power/utilities, and other items reasonably required to perform installation of the Services, and obtain any necessary licenses, permits and consents (including easements and rights-of-way). City will have the Site ready for AT&T to perform its work according to a mutually agreed schedule.
- 5.4. Safe Working Environment. City will work with AT&T to ensure that the location at which AT&T installs, maintains or provides Services is a suitable and-safe working environment, free of Hazardous Materials. "Hazardous Materials" means any substance or material capable of posing an unreasonable risk to health, safety or property or whose use, transport, storage, handling, disposal, or release is regulated by any law related to

- 5.5. <u>Users.</u> "User" means anyone (including City's Affiliates) who uses or accesses any Service purchased by City under this Agreement, but excluding unauthorized parties that, after City has taken commercially reasonable steps to prevent unauthorized access, use or access a Services without the City's knowledge. City will cause Users to comply with this Agreement.
- 5.6. Intentionally Left Blank
- 5.7. Resale of Services. City may not resell the Services to third parties without AT&T's written consent. Where permitted under applicable law, City may resell the Services to City's Affiliates without AT&T's consent.

6. Intentionally Left Blank

7. Price and Payments

- 7.1. Price. The consideration payable to AT&T under this Agreement shall consist of: (a) the recurring fees and nonrecurring charges specified in this Agreement (the "Fees") and (b) applicable taxes, surcharges and recovery fees (including universal service fees).
- 7.2. Billing: Detailed Invoices. Except as otherwise provided in this Agreement, billing commences on Cutover or, where this Agreement replaces an existing contract pursuant to Section 1.3 titled "Transition," the Effective Date of this Agreement. Each invoice submitted by AT&T shall include a reasonably detailed summary of the Fees and other charges reflected therein, separately identifying the components of the Fees (including Software and Equipment charges therein), but, in any event, in sufficient detail to substantiate the charges, and any other detail mutually agreed upon by the parties. While AT&T will not require a deposit at the time of execution of this Agreement, AT&T reserves the right to request a deposit at a later time if, in AT&T's reasonable judgment, the City's, or the City's Affiliates' creditworthiness changes. Invoices shall be sent to the following address unless otherwise agreed in writing by the parties.

City of Chicago
Department of Innovation and Technology
50 West Washington Street
Chicago, IL 60602
Attention: Commissioner

7.3. Credits. To the extent applicable AT&T shall also include a credit in an amount equal to the aggregate performance credits, if any, that AT&T is obligated to issue to City pursuant to the service level agreements set forth in the Agreement (the "Service Level Agreement" or "SLA"). AT&T and City agree that performance credits are intended to reflect, to some extent, the diminished value of AT&T's Services as a result of the failure

of AT&T to meet the Service Level Agreement and constitute agreed fee reductions. Performance credits do not constitute penalties or liquidated damages hereunder and shall not be considered a replacement for any of the remedies to which the City is entitled under Section 13 titled "Term; Events of Default; Certain Remedies; Termination." Upon termination or expiration of the Term of the Agreement, AT&T shall pay to City the amount of any performance credits not so credited to City's account.

- 7.4. Payment. City shall pay each invoice within sixty (60) days after the date of the invoice. City may, however, withhold payment of any invoiced amounts that City disputes in good faith, pending resolution of the matter, provided that (i) City advises AT&T of any billing dispute within 30 days after receipt of the invoice and (ii) City pays the undisputed portion in a timely matter.
- 7.5. <u>Set-Off.</u> Upon prior written notice, City may set-off against any and all amounts otherwise payable to AT&T in accordance with Section 13.6 <u>titled "Right to Offset"</u> hereof.

7.6. Taxes and Additional Charges.

- 7.6.1 (a) Rates set forth in the Addenda and Tariff or Guidebook are exclusive of, and City will pay, all Mandatory Taxes. As Used herein, Mandatory Taxes means all current and future taxes (excluding those on AT&T's net income), surcharges, recovery fees, and end user access charges mandated to be passed through by the FCC, the Illinois Public Utilities Commission or any other federal, state or local government agency, applicable to the sale, transfer of ownership, installation, license, use or provision of the Services, except to the extent City provides satisfactory proof of a valid tax exemption prior to the delivery of Services.
 - (b) Prior to the execution of this Agreement the City received a number of the products and Services which will be provisioned pursuant to the terms and conditions of this Agreement, and AT&T invoiced the City for all Discretionary Taxes, applicable to such Services. As used herein Discretionary Taxes shall mean those taxes, fees and surcharges applicable to the Services provided hereunder that AT&T is permitted by the FCC, Illinois Public Utility Commission, or any federal, state or local government agency, to levy on its customers, but that are not Mandatory Taxes. After execution of this Agreement, City shall continue to be responsible for payment of all Discretionary Taxes, which were invoiced to the City prior to the execution of this Agreement. However, with respect to any future Discretionary Taxes (not previously billed to City for such services), City shall not be responsible for such Discretionary Taxes during the initial term of this Agreement.

To the extent that AT&T invoices the City for any such Discretionary Taxes, which were not invoiced to the City prior to the execution of this Agreement, the City will have the option to dispute in writing such new Discretionary Taxes or increase in existing Discretionary Taxes which are implemented after execution of the Agreement. AT&T will have sixty (60) days from the date of written notice of such disputed claims to respond to the City's claim. If it is determined that such Discretionary Taxes are indeed new or increased Discretionary Taxes which were not previously charged for such services or Mandatory Taxes applicable to such services, AT&T will waive the charges from the date of the

charge for any new Discretionary Taxes or the date of the increase for existing Discretionary Taxes previously billed to the City under this Agreement and will issue a credit for any such charges which were paid by the City after the execution of this Agreement.

- (c) AT&T acts as agent for the federal, state, and local governments to calculate, bill and remit taxes, fees and surcharges, and is also subject to certain taxes, fees and surcharges recoverable on a statutorily-authorized "pass through" basis. Various government agencies determine which customers and items of service are subject to a tax, fee or surcharge and the percent that will be applied. To the extent City is required by law to withhold or deduct any applicable taxes from payments due to AT&T, City will use reasonable commercial efforts to minimize any such taxes to the extent allowed by law or treaty, and City will furnish AT&T with such evidence as may be required by relevant taxing authorities to establish that such tax has been paid so that AT&T may claim any applicable credit.
- (d) In addition to the foregoing taxes, the City will pay all custom clearances, duties, levies, and shipping charges, which are applicable to the sale, transfer of ownership, installation, license, use or provision of the Services.
- 7.6.2 AT&T will clearly identify all taxes, fees or surcharges in its invoices and will explain, upon written request, the applicability of such charges.
- 7.6.3 Federal Excise Tax does not apply to materials purchased by the City by virtue of Exemption Certificate No. 36-6005820 and State of Illinois Sales Tax does not apply by virtue of Exemption Certificate No. E9998-1874-06. Illinois Retailers Occupation Tax, Use Tax, and Municipal Retailers Occupation Tax do not apply to materials or services purchased by the City by virtue of state statute.
- 7.7. Most-Favored Customer. The prices that AT&T offers to a customer are individually calculated, based upon each customer's unique requirements and such variables as products, services, volume, configuration, commitment, terms and conditions. If the City becomes aware of any customer having better prices, terms and conditions for Services and Equipment provided under this Agreement, AT&T shall provide to the City the better price or discount provided that the other customer is receiving such price for the same services and equipment, including quantity, configuration, features, and design under substantially similar terms and conditions in the aggregate.
- 7.8. Funding. Payments under this Agreement will be made from Fund Number 09-100-06-2005-0190 subject to the availability of such funds. Payments under this Agreement must not exceed one hundred twenty-five million dollars (\$125,000,000.00) without a written amendment in accordance with Section 17.1 titled "Amendments." If it appears likely prior to expiration of the Term that total expenditures under the Agreement will exceed \$125,000,000.00, City shall make a good faith effort to obtain additional funding and shall provide AT&T written notice in a timely manner when additional funding is or, if applicable, is not obtained.
- 7.9. Non-Appropriation. If no funds or insufficient funds are appropriated and budgeted in any fiscal period of the City for payments to be made under this Agreement, then the City will notify AT&T as soon as practicable in writing of that occurrence, and this

Agreement will terminate on the last day of the fiscal period for which sufficient appropriation was made ("Termination Date") without being subject to applicable termination charges provided that (i) City shall, acting in good faith, attempt to obtain funding for Services provided hereunder during the Term of the Agreement, and (ii) the City will not terminate this Agreement pursuant to this Section 7.9 as a pretext to seek the same service that AT&T is providing from another provider. Payments for Services completed during the fiscal period for which appropriation was made will be made to AT&T except that no payments will be made to AT&T under this Agreement beyond those amounts appropriated and budgeted by the City to fund payments under this Agreement, subject to provisions in Section 7.8 above.

8. Disputes.

- Dispute Resolution. Excluding any declaration of an Event of Default, AT&T and the 8.1 City may bring any dispute arising under, related to, or in connection with the terms of this Agreement which is not resolved by the parties to the Chief Procurement Officer for decision based upon the written submissions of the parties. Any submission shall state relevant facts, applicable contract provisions, and include supporting documentation related to the dispute (A copy of the "Regulations of the Department of Procurement Services for Resolution of Disputes between Contractors and the City of Chicago" is available in City Hall, 121 N. LaSalle Street, Room 301, Bid and Bond Room, Chicago, Illinois 60602.) The Chief Procurement Officer will act in accordance with the requirements of law and the applicable provisions of the Agreement and will issue a reasonable decision in writing and send it to AT&T by mail no more than forty (40) business days after receipt of request for determination. Either party may challenge the decision of the Chief Procurement Officer by means of a common law writ of certiorari. Neither the Chief Procurement Officer's decision nor the continued performance of either party constitutes an admission biding thereon as to any factual and/or legal position or a waiver of rights under this Agreement, by statute, in equity or at law.
- 8.1. No Termination or Suspension of Services. Notwithstanding anything to the contrary contained herein, during a period of dispute between the parties, in no event shall AT&T interrupt or delay the provision of Services to City, disable any Software, Equipment or withhold the provision of Services (or applicable portion of the Agreement), unless authority to do so is granted by the City in writing by an authorized official or conferred by a court of competent jurisdiction. During the period of dispute or judicial review, in no event will the City withhold or cause to be withheld payment for undisputed amounts for Services furnished hereunder.

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10. Confidential Information.

10.1. Confidential Information. During the Term, each party may obtain Confidential Information from the other party. Written or other tangible Confidential Information must at the time of disclosure be identified and labeled as Confidential Information belonging to the disclosing party. When disclosed orally or visually, Confidential Information must be identified as confidential at the time of the disclosure, with subsequent confirmation in writing within fifteen (15) days after disclosure. Neither party may during the Term and for three (3) years thereafter disclose any of the other party's Confidential Information to any third party. Neither party may use the other party's Confidential Information except

to perform its duties under this Agreement. The Confidential Information restrictions will not apply to Confidential Information that is (i) already known to the receiving party, (ii) becomes publicly available through no wrongful act of the receiving party, (iii) independently developed by the receiving Party without benefit of the disclosing party's Confidential Information, (iv) disclosed by the disclosing party to a third party without an obligation of confidentiality or (v) to the extent authorized to be revealed by law, governmental authority or legal process (but only if such disclosure is limited to that which is so authorized and prompt notice is provided to the disclosing party to the extent practicable and not prohibited by law, governmental authority or legal process. Further, the parties acknowledge that this Agreement shall not be deemed Confidential Information except to the extent that AT&T makes a request in writing to the Chief Procurement Officer and the Chief Procurement Officer concurs. Upon termination of this Agreement, each party will return the other party's Confidential Information.

- 10.2. <u>Legal Request</u>. If either AT&T or City is presented with a request for documents by any administrative agency or with a *subpoena duces tecum* regarding any records, data or documents of the other party which may be in its possession by reason of this Agreement, such party must give prompt notice to the other party (at the addresses specified in Section 17.13 titled "Notice" with the understanding that the other party will have the opportunity to contest such process by any means available to it before the records, data or documents are submitted to a court or other third party.
- 10.3. Freedom of Information Act. Notwithstanding anything herein to the contrary, AT&T acknowledges that City is subject to the Illinois Freedom of Information Act (5 ILCS 140/1 et seq.) ("FOIA"). AT&T does not waive any rights under FOIA. If the City receives a FOIA request that would require the City to disclose AT&T's Confidential Information, the City will promptly notify AT&T of such FOIA request prior to disclosure, and AT&T may contest such process by any means available to it.
- 10.4. Privacy Laws. Each party is responsible for complying with the privacy laws applicable to its business. If City does not want AT&T personnel to comprehend City data to which they may have access in performing Services, City should encrypt such data so that it will be unintelligible. Until directed otherwise by City in writing, if AT&T designates a dedicated account representative as City's primary contact with AT&T, City authorizes that representative to discuss and disclose City's customer proprietary network information ("CPNI") to any employee or agent of City without a need for further authentication or authorization

11. Warranties and Certain Remedies.

- 11.1. Warranties. AT&T warrants to City that:
 - 11.1.1. <u>Authority</u>. AT&T has the right and authority to enter into and, AT&T or the Affiliate performing, to perform this Agreement and grant the rights and licenses provided for herein.
 - 11.1.2. <u>Services</u>. The Services will be performed in a competent and professional manner.
 - 11.1.3. <u>Equipment</u>. All Equipment when purchased will be new (except replacement parts may be new or equivalent to new in performance). To the extent allowed

by a manufacturer, AT&T warrants that it shall use commercially reasonable efforts to enforce on City's behalf all warranties, indemnities and other commitments and to work with and coordinate the efforts of such manufacturers to ensure that City obtains any required warranty services. AT&T further warrants that it has good title to the Equipment. AT&T makes no warranties and assumes no liability for any defects or nonconformities caused by non-AT&T approved modifications or alterations, misuse, accident, neglect or City failure to comply with AT&T or AT&T vendor specifications or requirements for use. These warranties do not cover and AT&T has no responsibility for: (a) installation, maintenance or operation of non-provided AT&T equipment or software or impairment caused by such equipment/software; (b) compatibility of such non-AT&T equipment/software with AT&T-provided Equipment or Software; or (c) modifications, alternations or repairs to Equipment or Software by persons other than AT&T or its authorized agents.

- 11.2. Network Warranties. With respect to the Voice Network and the Data Network (together, the "Networks"), AT&T represents, warrants and covenants that the Networks shall meet and shall operate substantially in accordance with the description of the Services in the applicable Tariff or Guidebook, and shall include all of the features and functionality described in the Agreement and that Networks will have all necessary maintenance and support from AT&T for the operation, maintenance, as set forth in this Agreement.
- 11.3. General Warranties. AT&T represents, warrants and covenants to City that:
 - 11.3.1. AT&T is financially solvent;
 - 11.3.2. AT&T will not knowingly use the services of any ineligible contractor or Subcontractor for any purpose in the performance of its Services under this Agreement;
 - 11.3.3. AT&T has carefully examined and analyzed the provisions and requirements of this Agreement; it understands the nature of the Services required; from its own analysis it has satisfied itself as to the nature of all things needed for the performance of this Agreement; this Agreement is feasible of performance in accordance with all of its provisions and requirements, and Contractor warrants it can and will perform, or cause to be performed, the Services in strict accordance with the provisions and requirements of this Agreement.
- 11.4. Trouble Reports. AT&T will respond to Trouble Reports within the time periods specified in the applicable Tariff, Guidebook or Addendum for the type of problem described in the Trouble Report. A "Trouble Report" is an express written, electronic or oral report delivered by an authorized City representative to an authorized AT&T representative advising of a loss, malfunction, defect or service failure of any Service, Equipment or Software.
- 11.5. <u>Disclaimer of Other Warranties</u>. THE FOREGOING, TOGETHER WITH ALL EXPRESS WARRANTIES CONTAINED IN ANY ADDENDA INCORPORATED HEREIN, ARE THE COMPLETE WARRANTIES FOR THE EQUIPMENT (INCLUDING SOFTWARE) AND SERVICES PROVIDED UNDER THIS AGREEMENT AND ARE GIVEN IN LIEU OF ALL OTHER WARRANTIES. AT&T

DISCLAIMS ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. AT&T DOES NOT WARRANT THAT CITY'S USE OF THE SOFTWARE OR EQUIPMENT WILL BE UNINTERRUPTED OR ERROR-FREE, ALL OF WHICH ARE PROVIDED "AS IS" TO THE FULL EXTENT PERMITTED BY LAW.

12. Indemnification and Limitation of Liability.

- 12.1. <u>Indemnification</u>. AT&T will defend, indemnify, and hold harmless the City, its officers, representatives, elected and appointed officials, agents and employees from and against any third party claims and all Damages (as defined below) that a court may finally award, including those related to:
 - 12.1.1. bodily injury or death to any person or real or tangible property damage, to extent that such Damages were caused by AT&T's negligent act or omission or willful misconduct in performing hereunder;
 - 12.1.2. any infringement of any intellectual property right (including any patent, trademark or copyright) of any Service including AT&T-provided Equipment and Software, except for Equipment purchased under Addendum No. 6 titled AT&T DataComm Equipment and Services and except where the claim or suit arises out of or results from: (a) modifications to the Service by persons other than AT&T or its authorized agents; (b) combinations of the Service with non-AT&T Services or products (unless recommended in AT&T's written specifications) or AT&T's adherence to City's written requirements; or (c) use of the Service in violation of this Agreement; and
 - 12.1.3. injuries to or death of any employee of AT&T or any Subcontractor of AT&T under any workers compensation statute provided such employee's claim against the City arises out of, or is due to, work performed by such employee while working specifically on matters for the City under this Agreement and provided that City is not negligent; and
 - 12.1.4. AT&T's failure to perform or cause to be performed its obligations as and when required under this Agreement to the extent such Damages were caused by AT&T's failure to perform.
 - "Damage" means collectively all injury, damage, liability, loss, penalty, interest and expenses incurred.
- 12.2. Participation. At the City Corporation Counsel's option, the City has the right, at its option, to participate, at its own cost, in the defense or settlement of any claim and shall reasonably cooperate to facilitate the defense and settlement of such claims. Any settlement must be made only with the prior written consent of the City Corporation Counsel, if the settlement requires any action on the part of the City.
- 12.3. Workers Compensation Claims. To the extent permissible by law, AT&T waives any limits to the amount of its obligations pursuant to Section 12.1 to defend, indemnify, hold harmless, or contribute to any sums due under any losses by an employee of AT&T for any claim by any employee of AT&T that may be subject to the Workers Compensation

Act, 820 ILCS 305/1 et seq. or any other related law or judicial decision (such as, Kotecki v. Cyclops Welding Corporation, 146 Ill. 2d 155 (1991)), provided that such employee's claims against the City arises out of, or is due to, work performed by such employee while working specifically on matters for the City under this Agreement. The City, however, does not waive any limitations it may have on its liability under the Illinois Workers Compensation Act, the Illinois Pension Code, any other statute or judicial decision.

- 12.4. <u>Survival</u>. The indemnities in this Section survive expiration or termination of this Agreement for matters occurring or arising during the Term of this Agreement. AT&T acknowledges that the requirements set forth in this Section to defend, indemnify, and hold harmless the City are apart from and not limited by the AT&T's duties under this Agreement, including the insurance requirements in Exhibit 3 of this Agreement.
- Infringement. If a final injunction or judgment is awarded against the City prohibiting use of Services and subject to exclusions in Section 12.1.2 above, AT&T shall, at its option and expense, either: (i) procure the right for the City to continue using the Service; (ii) replace the same with functionally equivalent, non-infringing Services, or (iii) modify the Services so that they no longer infringe or misappropriate the rights of others, while still functionally equivalent to the original Services. If none of the foregoing options are reasonably feasible, AT&T may terminate the affected Service without liability other than stated in Section 12.1 titled "Indemnification," except in case of Equipment AT&T will refund to the City a prorated amount for use. IN THE CASE OF DATA EQUIPMENT FURNISHED UNDER ADDENDUM 6 TITLED "AT&T DATACOMM EQUIPMENT AND SERVICES," AT&T SHALL HAVE NO DUTY TO DEFEND, INDEMNIFY, AND HOLD HARMLESS CITY FROM AND AGAINST ANY OR ALL DAMAGES AND COTS INCURRED BY CITY ARISING FROM THE INFRINGEMENT OF PATENTS OR TRADEMARKS OR THE VIOLATON OF COPYRIGHTS BY EQUIPMENT. NOTWITHSTANDING ANY OTHER TERMS AND CONDITIONS TO THE CONTRARY AT&T'S LIABILITY UNDER THIS SECTION WITH RESPECT TO DATA EQUIPMENT FURNISHED UNDER ADDENDUM 6 SHALL NOT EXCEED THE PURCHASE PRICE OF THE INFRINGING AT&T DATACOMM EQUIPMENT.

12.6. <u>LIMITATION OF LIABILITY</u>.

- 12.6.1. EITHER PARTY'S LIABILITY AND THE OTHER PARTY'S EXCLUSIVE REMEDIES FOR ANY CLAIMS ARISING IN CONNECTION WITH ANY SERVICE OR OBLIGATIONS UNDER THIS AGREEMENT SHALL BE
- 12.6.1.1 FOR BODILY INJURY OR DEATH TO ANY PERSON OR REAL OR TANGIBLE PROPERTY DAMAGES, THE OTHER PARTY'S RIGHT TO PROVEN (FULLY DOCUMENTED) DIRECT DAMAGES;
- 12.6.1.2 FOR DEFECT OR FAILURE OF THE EQUIPMENT, THE REMEDIES SET FORTH IN ADDENDUM #5 AT&T EQUIPMENT SOLUTIONS VOICE CPE SUPPORT SERVICES ADDENDUM, ADDENDUM #6 AT&T DATACOMM EQUIPMENT AND SERVICES ADDENDUM, AND ADDENDUM #8 AT&T VOICE CPE MAINTENANCE SERVICES ADDENDUM;

- 12.6.1.3 FOR INTELLECTUAL PROPERTY INFRINGEMENT, THE REMEDIES SET FORTH IN SECTION 12.5 TITLED "INFRINGEMENT" ABOVE; OR
- 12.6.1.4 FOR DAMAGES OTHER THAN THOSE SET FORTH ABOVE AND NOT EXCLUDED UNDER THIS AGREEMENT, EACH PARTY'S LIABILITY SHALL BE LIMITED TO PROVEN (FULLY DOCUMENTED) DIRECT DAMAGES NOT TO EXCEED PER CLAIM (OR IN THE AGGREGATE DURING ANY TWELVE (12) MONTH PERIOD) AMOUNTS ACTUALLY PAID BY THE CITY DURING THE SIX (6) MONTH PERIOD IMMEDIATELY PRECEDING THE DATE OF THE CIRCUMSTANCES GIVING RISE TO CLAIM FOR DAMAGES.
- 12.6.1.5 THE LIMITATIONS IN THIS SECTION 12.6 ARE NOT INTENDED TO PRECLUDE A PARTY FROM SEEKING INJUNCTIVE RELIEF FROM A COURT OF COMPETENT JURISDICTION IN THE EVENT OF A VIOLATION BY THE OTHER PARTY OF SECTION 10 (CONFIDENTIAL INFORMATION), OR SECTION 17.14 (PUBLICITY) OR CITY'S VIOLATION OF SECTION 3 (GRANT OF SOFTWARE LICENSE).
- 12.6.2 NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY, SPECIAL OR CONSEQUENTIAL DAMAGES (INCLUDING WITHOUT LIMITATION DAMAGES RELATED TO LOST PROFITS OR TOLL FRAUD) ARISING UNDER THIS AGREEMENT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH LOSS.

NORTHWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, (A) THIS SECTION 12.6 AND SECTION 12.7 SHALL NOT APPLY TO, NOR BE DEEMED A LIMITATION ON OR DISCLAIMER OF ANY OF AT&T'S INDEMNIFICATION OBLIGATIONS UNDER SECTION 12.1 TITLED "INDEMNIFICATION," AND (B) NEITHER THE WAIVER OF INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY, SPECIAL OR CONSEQUENTIAL DAMAGES ABOVE, NOR THE DISCLAIMERS IN SECTION 12.7 BELOW, SHALL APPLY TO OR DIMINISH ANY OF THE REMEDIES FOR SERVICE LEVELS EXPLICITY SET FORTH IN THE ADDENDA.

- 12.7 <u>DISCLAIMER OF LIABILITY</u>. AT&T WILL NOT BE LIABLE FOR ANY DAMAGES, EXCEPT TO THE EXTENT CAUSED BY AT&T'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, TO THE EXTENT THAT SUCH DAMAGES ARISE FROM OR RELATE TO THE FOLLOWING:
 - 12.7.1.1 INTEROPERABILITY, ACCESS OR INTERCONNECTION OF THE SERVICES WITH RESPECT TO APPLICATIONS, EQUIPMENT, SERVICES, CONTENT, OR NETWORKS PROVIDED BY CITY OR THIRD PARTIES;
 - 12.7.1.2 SERVICE DEFECTS, AND DELAYS OR INTERRUPTION IN SERVICES (EXCEPT FOR CREDITS FOR SUCH SERVICE DEFECTS, SERVICE LEVELS, DELAYS OR INTERRUPTIONS EXPLICITY SET FORTH IN AN ATTACHMENT, PRICING SCHEDULE OR TARIFF OR SERVICE GUIDE;

- 12.7.1.3 ANY INTERRUPTION OR ERROR IN ROUTING OR COMPLETING CALLS OR OTHER TRANSMISSIONS (INCLUDING 911 CALLS OR ANY SIMILAR EMERGENCY RESPONSE NUMBER);
- 12.7.1.4 LOST OR ALTERED MESSAGES OR TRANSMISSIONS; OR
- 12.7.1.5 UNAUTHORIZED ACCESS TO OR THEFT, ALTERATION, LOSS, OR DESTRUCTION OF CUSTOMER'S, ITS AFFILIATE'S, USERS', OR THIRD PARTIES' APPLICATIONS, CONTENT, DATA, PROGRAMS, CONFIDENTIAL INFORMATION, NETWORK, OR SYSTEMS.
- Application. The disclaimer of warranties and limitations of liability set forth in this Agreement will apply regardless of the form of action, whether in contract, equity, tort, strict liability or otherwise and whether damages were foreseeable, and will apply so as to limit the liability of each party and its Affiliates, and their respective employees, directors, subcontractors, and suppliers. The limitations of liability and disclaimers set out in this Section 12 will survive failure of any exclusive remedies provided in this Agreement.

13. Term; Events of Default; Certain Remedies; Termination

13.1. Term. The initial term of this Agreement will commence on the Effective Date and continue for sixty (60) consecutive months. Thereafter, the City may, at its option, request extending the Term for up to two (2) additional twenty-four (24) month periods, by providing written notice to AT&T at least ninety (90) days before the end of the initial Term or any subsequent renewal period (Frame Relay Service provided under Addendum #7 may be available for one additional 24-month extension only). Within forty-five (45) days of receipt of City's notice, AT&T shall notify the City in writing of any changes to the Services and/or prices which will be applicable during the extension period. In the event the City and AT&T are unable to agree prior to the expiration date on prices and Services to be effective during the extension period, the City's extension notice will be deemed withdrawn and this Agreement shall automatically terminate unless the parties agree, in writing, to extend the Term. The initial term, together with any renewal periods, if applicable, is referred to herein as the "Term."

Unless the City provides notification in writing to AT&T to discontinue the Service upon expiration of the Term, the City acknowledges that AT&T shall continue to provide Service; however, the rates in the Addenda shall not be effective and shall not continue beyond the initial Term of this Agreement, unless the parties agree otherwise in writing.

- 13.2. Events of Default Defined. The following constitute events of default:
 - 13.2.1. Any material misrepresentation, whether negligent or willful and whether in the inducement or in the performance, made by AT&T to the City.
 - 13.2.2. City's or AT&T's failure to perform any of its material obligations under this Agreement, including without limitation the following:
 - (a) Engaging in fraud, criminal conduct, or willful misconduct; unlawfully uses the Service; abuses or misuses AT&T's network or Services, subject to Section 5.5 titled "Users";

- (b) Failure to have and maintain all professional licenses, if any, required by law to perform the Services;
- (c) Failure to perform as a result of insolvency, filing for bankruptcy or assignment for the benefit of creditors;
- (d) Discontinuance of the Services during the initial Term for reasons within AT&T's reasonable control (Migration of Service from one platform to another will not be considered discontinuance of a Service);
- (e) Failure to comply with Section 15.1 titled "Compliance with All Laws Generally" in the performance of the Agreement;
- (f) Failure to update EDS(s) furnished in connection with this Agreement when the information or responses contained in it or them is no longer complete or accurate in a commercially reasonable period of time;
- (g) Failure to comply with provisions concerning insurance and nondiscrimination; and
- (h) Failure to pay pursuant to Section 7 titled "Price and Payments."
- 13.2.3. AT&T's violation of City ordinance(s) unrelated to performance under this Agreement such that, in the reasonable opinion of the Chief Procurement Officer, it indicates a willful or reckless disregard for City laws and regulations, provided that AT&T receives (i) written notice as specified in Section 17.13 entitled "Notice" stating with specifity the violation and (ii) notwithstanding anything to the contrary, a minimum period to cure of at least thirty (30) days or longer at the Chief Procurement Officer's reasonable discretion based on AT&T submitting a petition which states with specificity the request to extend the original cure period.

13.3. Certain Remedies

- 13.3.1. Notices. Upon the occurrence of any event of default, the Chief Procurement Officer or AT&T may give the other party written notice specifically describing the breach and shall provide an opportunity to cure the default within a thirty (30) calendar days unless extended by the non-breaching party in writing.
- 13.3.2. Exercise of Remedies. Termination by either party of a Service does not waive any other rights or remedies a party may have under this Agreement. After giving a Default Notice, in addition to any other remedies at law or in equity, the non-defaulting party may invoke any or all of the following remedies:
 - (a) the right to reasonable cost of cover;
 - (b) The right to terminate applicable Addendum as to any or all of the Services or deliverables yet to be performed; and

- (c) To the extent permitted by law, the right to deem AT&T non-responsible in future contracts to be awarded by the City, provided that the entire Agreement is effected.
- 13.4. Non-Exclusivity of Remedies. The remedies under Section 13.3 above are not intended to be exclusive of any other remedies provided in this Agreement, but each and every such remedy is cumulative and is in addition to any other remedies in this Agreement. No delay or omission to exercise any right or power accruing upon any event of default impairs any such right or power, nor is it a waiver of any event of default nor acquiescence in it, and every such right and power may be exercised from time to time.

13.5. Early Termination for Convenience.

- 13.5.1. In addition to termination for default under Section 13.3 titled "Certain Remedies" of this Agreement, the City may terminate this Agreement, or all or any portion of the Services to be performed or deliverables to be delivered under it, upon at least ninety (90) days prior notice in writing from the City to AT&T. For purposes of this Section 13.5, the effective date of termination will be the date stated in the notice. If the City elects to terminate this Agreement in full, all Services to be provided under it must cease upon the effective date of If City terminates pursuant to this Section 13.5, in addition to payment for Services received prior to effective date of termination, City shall pay the early termination liability specified in the applicable Addendum. (In no event shall any early termination liability apply if the City terminates the Agreement for default pursuant to Section 13.3 of this Agreement or for nonappropriation as set forth in Section 7.9.) City may cancel an Order for Equipment prior to Cutover, subject to payment of any non-recoverable restocking fees or costs incurred by AT&T. City may not cancel an Order for Equipment after Cutover. If the City terminates a Service or Service Component prior to Cutover, City will reimburse AT&T for time and materials incurred prior to the effective date of termination, including any third party charges resulting from the termination.
- 13.5.2. No costs incurred after the effective date of the termination are allowed, other than for Disengagement Services as set forth in Section 14 titled "Disengagement." AT&T shall be paid for Services performed and deliverables delivered prior to the effective date of termination. The payment so made to AT&T is in full settlement for all Services satisfactorily performed and deliverables delivered under this Agreement, other than for Disengagement Services as set forth in Section 14 titled "Disengagement."
- 13.5.3. AT&T will not be entitled to make any early termination claims against the City resulting from any Subcontractor's claims against AT&T or the City separately from AT&T's claim for early termination liability in the event of early termination.
- 13.5.4. If the City's election to terminate this Agreement for default under Section 13.3 is determined in a court of competent jurisdiction to have been wrongful, then in that case the termination is to be considered to be an early termination under Section 13.5 and subject to early termination charges described herein.

- 13.6. Right to Offset. As provided under Section 2-92-380 of the Municipal Code, the City may set off from AT&T's compensation under this Agreement an amount equal to the amount of the fines and penalties for each outstanding parking violation complaint and the amount of any debt owed by AT&T to the City as those italicized terms are defined in the Municipal Code, provided the City provides to AT&T prior written notice specifying the cause for set-off and itemizes the setoff.
- 13.7. Orderly Transition. In the event of the expiration, suspension, or termination of AT&T's duties under this Agreement, upon written request from City AT&T shall cooperate in a timely manner with City in providing whatever assistance City reasonably requests and will perform the Disengagement pursuant to Section 14 titled "Disengagement" below.
- Materially Adverse Change. AT&T may revise Tariffs, Guidebooks, Service Guide or AT&T Acceptable Use Policy (collectively "Service Publications") at any time. (No such change shall effect the Order of Precedence in Section 1.2.) If AT&T revises a Service Publication and the revision has a materially adverse impact on City, and AT&T does not effect revisions that remedy such materially adverse impact within thirty (30) days after notice from City, then City may, as City's sole remedy, elect to terminate the affected Service Components without incurring early termination liability on thirty (30) days prior notice to AT&T, given not later than ninety (90) days after City first learns of the revision to the Service Publication. However, a revision to a Service Publication will not be considered materially adverse to City if it changes prices that are not fixed (stabilized) in a Pricing Schedule, if the price change was mandated by a governmental authority, or if the change affects a charge imposed under Section 7.6 titled Taxes and Additional Charges.
- 13.9. <u>Hazardous Material</u>. If AT&T encounters any Hazardous Materials at the Site where AT&T is to install, maintain or provide Services, AT&T may suspend performance for a reasonable period or terminate the affected Service Order until Customer removes and remediates Hazardous Materials at Customer's expense in accordance with applicable law.

14. Disengagement.

Transition. If this Agreement is terminated for any reason other than default by City under Section 13 titled "Term; Events of Default; Certain Remedies; Termination," or if it is to expire on its own terms, upon written notice from City requesting a transition period of up to 180 days after date of termination or expiration of the Agreement, AT&T will make commercially reasonable effort after the termination or expiration date to ensure an orderly transition to another provider of the Services, if any, orderly demobilization of its own operations in connection with the Services, uninterrupted provision of Services during any transition period and must otherwise comply with the reasonable requests and requirements of City in connection with the termination or expiration (collectively referred to as a "Disengagement"). Any work or Services provided under this provision shall be deemed out-of-scope and shall be provided pursuant to AT&T's standard terms and conditions, and City will be invoiced and AT&T will be compensated for such work and/or services at AT&T's then-current rates for the applicable work and/or Services. Any work and/or services provided during Disengagement period, other than Network Services, shall be stated in a written Statement of Work, mutually agreed upon and signed by the City and AT&T.

14.2. <u>Disengagement Plan</u>. Upon request of City, the parties, and, if City elects to engage one, the third-party service provider designated by City as the party to whom responsibility for the services shall be transitioned, shall confer and negotiate in good faith to reach mutual agreement on a reasonably detailed Disengagement transition plan.

15. Compliance with Laws.

15.1. Compliance with All Laws Generally.

- 15.1.1. AT&T and City must observe and comply with all applicable federal, state, county and municipal laws, statutes, ordinances and executive orders, applicable to its performance, in effect now or later and whether or not they appear in this Agreement, including those set forth in this Section 15.
- 15.1.2. AT&T will use commercially reasonable efforts to require all Subcontractors to pay all taxes and obtain all licenses, certificates and other authorizations required by them.
- 15.1.3. AT&T must execute an Economic Disclosure Statement and Affidavit ("EDS") in the form attached to this Agreement as Exhibit 2. Notwithstanding acceptance by the City of the EDS, AT&T's failure in the EDS to include all information required under the Municipal Code renders this Agreement voidable at the option of the City. AT&T must promptly update its EDS(s) on file with the City whenever any information or response provided in the EDS(s) is no longer complete and accurate.
- 15.1.4. AT&T is appropriately licensed under Illinois and federal law and regulations to perform the Services required under this Agreement and will perform no Services for which a professional license is required by law and for which AT&T is not appropriately licensed.
- 15.1.5. Notwithstanding anything in this Agreement to the contrary, references to a statute or law are considered to be a reference to (i) the statute or law as it may be amended from time to time and (ii) all regulations and rules pertaining to or promulgated pursuant to the statute or law.
- 15.2. Certification Regarding Suspension and Debarment. AT&T certifies, as further evidenced in the EDS attached hereto, by its acceptance of this Agreement that neither it and, to the best of its knowledge upon information and belief, nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal department or agency. AT&T further agrees by executing this Agreement that it will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts and subcontracts specifically entered into to perform Services hereunder. If AT&T or any lower tier participant is unable to certify to this statement, it must attach an explanation to the Agreement.

15.3. Nondiscrimination.

15.3.1. AT&T.

- (a) In General. AT&T must comply with applicable federal, state, and local laws and related regulations prohibiting discrimination against individuals and groups.
- (b) Federal Requirements. AT&T must not engage in unlawful employment practices, such as: (i) failing or refusing to hire or discharging any individual, or otherwise discriminating against any individual with respect to compensation or the terms, conditions, or privileges of the individual's employment, because of the individual's race, color, religion, sex, age, handicap/disability or national origin; or (ii) limiting, segregating or classifying AT&T's employees or applicants for employment in any way that would deprive or tend to deprive any individual of employment opportunities or otherwise adversely affect the individual's status as an employee, because of the individual's race, color, religion, sex, age, handicap/disability or national origin. AT&T must comply with, and the procedures AT&T utilizes and the Services AT&T provides under this Agreement must comply with, the Civil Rights Act of 1964, 42 U.S.C. § 2000e et seq. (1981), as amended and the Civil Rights Act of 1991, P.L. 102-166. Attention is called to: Exec. Order No. 11246, 30 Fed. Reg. 12,319 (1965), reprinted in 42 U.S.C. § 2000e note, as amended by Exec. Order No. 11375, 32 Fed. Reg. 14,303 (1967) and by Exec. Order No. 12086, 43 Fed. Reg. 46,501 (1978); Age Discrimination Act, 42 U.S.C. §§6101-6106 (1981); Age Discrimination in Employment Act, 29 U.S.C. §§621-34; Rehabilitation Act of 1973, 29 U.S.C. §§793-794 (1981); Americans with Disabilities Act, 42 U.S.C. §12101 et seq.; 41 C.F.R. Part 60 et seq. (1990); and all other applicable federal statutes, regulations and other laws.
- (c) State Requirements. AT&T must comply with the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq. (1990), as amended and any rules and regulations promulgated in accordance with it, including the Equal Employment Opportunity Clause, 44 Ill. Admin. Code tit. 44 Section 750 Appendix A. Furthermore, AT&T must comply with the Public Works Employment Discrimination Act, 775 ILCS 10/0.01 et seq. (1990), as amended, and all other applicable state statutes, regulations and other laws.
- (d) <u>City Requirements</u>. AT&T must comply with the Chicago Human Rights Ordinance, ch. 2-160, Section 2-160-010 et seq. of the Municipal Code of Chicago (1990), as amended, and all other applicable City ordinances and rules. AT&T further acknowledges that any Agreement entered into, negotiated or performed in violation of any of the provisions of Chapter 2-156 of the Municipal Code is voidable by the City.
- 15.3.2. <u>Subcontractors</u>. AT&T must incorporate all of this Section 15.3 by reference in all agreements entered into with any suppliers of materials, furnisher of services,

Subcontractors of any tier, and labor organizations that furnish skilled, unskilled and craft union skilled labor or that may provide any such materials, labor or services in connection with this Agreement. Further, AT&T must furnish and must cause each of its Subcontractor(s) to furnish such reports and information as requested by the federal, state, and local agencies charged with enforcing such laws and regulations, including the Chicago Commission on Human Relations.

- 15.4. Inspector General. It is the duty of any bidder, proposer or AT&T, all Subcontractors, every applicant for certification of eligibility for a City contract or program, and all officers, directors, agents, partners and employees of any bidder, proposer, AT&T, Subcontractor or such applicant to cooperate with the Inspector General in any investigation or hearing undertaken pursuant to Chapter 2-56 of the Municipal Code. AT&T understands and will abide by all provisions of Chapter 2-56 of the Municipal Code. All subcontracts must inform Subcontractors of the provision and require understanding and compliance with it.
- 15.5. Office of Compliance. AT&T understands and will abide by all provisions of Chapter 2-26-010 et seq. of the Municipal Code.
- 15.6. Business Relationships with Elected Officials.
 - 15.6.1. Pursuant to Section 2-156-030(b) of the Municipal Code, it is illegal for any elected official of the City, or any person acting at the direction of such official, to contact, either orally or in writing, any other City official or employee with respect to any matter involving any person with whom the elected official has a business relationship, or to participate in any discussion in any City Council committee hearing or in any City Council meeting or to vote on any matter involving the person with whom an elected official has a business relationship. Violation of Section 2-156-030(b) by any elected official with respect to this Agreement is grounds for termination of this Agreement. The term business relationship is defined as set forth in Section 2-156-080 of the Municipal Code.
 - 15.6.2. Section 2-156-080 defines a "business relationship" as any contractual or other private business dealing of an official, or his or her spouse, or of any entity in which an official or his or her spouse has a financial interest, with a person or entity which entitles an official to compensation or payment in the amount of \$2,500 or more in a calendar year; provided, however, a financial interest shall not include: (i) any ownership through purchase at fair market value or inheritance of less than one percent of the share of a corporation, or any corporate subsidiary, parent or affiliate thereof, regardless of the value of or dividends on such shares, if such shares are registered on a securities exchange pursuant to the Securities Exchange Act of 1934, as amended; (ii) the authorized compensation paid to an official or employee for his office or employment; (iii) any economic benefit provided equally to all residents of the City; (iv) a time or demand deposit in a financial institution; or (v) an endowment or insurance policy or annuity contract purchased from an insurance company. A "contractual or other private business dealing" shall not include any employment relationship of an official's spouse with an entity when such spouse has no discretion concerning or input relating to the relationship between that entity and the City.

15.7. Chicago "Living Wage" Ordinance.

- 15.7.1. Section 2-92-610 of the Municipal Code provides for a living wage for certain categories of workers employed in the performance of City contracts, specifically non City employed security guards, parking attendants, day laborers, home and health care workers, cashiers, elevator operators, custodial workers and clerical workers ("Covered Employees"). Accordingly, pursuant to Section 2-92-610 and regulations promulgated under it:
 - (a) If AT&T has twenty-five (25) or more full time employees, and
 - (b) If at any time during the performance of this Agreement, AT&T and/or any Subcontractor or any other entity that provides any portion of the Services (collectively "Performing Parties") uses twenty-five (25) or more full time security guards, or any number of other full time Covered Employees, then
 - (c) AT&T must pay its Covered Employees, and must ensure that all other Performing Parties pay their Covered Employees, not less than the minimum hourly rate as determined in accordance with this provision (the "Base Wage") for all Services performed under this Agreement.
- 15.7.2. AT&T's obligation to pay, and to ensure payment of, the Base Wage will begin at any time during the Term of this Agreement when the conditions set forth in (a) and (b) above are met, and will continue until the end of the Term of this Agreement.
- 15.7.3. As of July 1, 2008, the Base Wage is \$10.60 per hour, and each July 1 thereafter, the Base Wage will be adjusted using the most recent federal poverty guidelines for a family of four as published annually by the U.S. Department of Health and Human Services, to constitute the following: the poverty guidelines for a family of four divided by 2000 hours or the current base wage, whichever is higher. The currently applicable Base Wage is available from the Department of Procurement Services. At all times during the Term of this Agreement, AT&T and all other Performing Parties must pay the Base Wage (as adjusted in accordance with the above). If the payment of prevailing wages is required for Services done under this Agreement, and the prevailing wages for Covered Employees are higher than the Base Wage, then AT&T and all other Performing Parties must pay the prevailing wage rates.
- 15.7.4. AT&T must include provisions in all subcontracts requiring its Subcontractors to pay the Base Wage to Covered Employees. AT&T agrees to provide the City with documentation acceptable to the Chief Procurement Officer demonstrating that all Covered Employees, whether employed by AT&T or by a Subcontractor, have been paid the Base Wage, upon the City's request for such documentation. The City may independently audit AT&T and/or Subcontractors to verify compliance with this section. Failure to comply with the requirements of this section will be an event of default under this Agreement, and further, failure to comply may result in ineligibility for any award of a City contract or subcontract for up to 3 years.

15.7.5. Not for Profit Corporations: If AT&T is a corporation having federal tax-exempt status under Section 501(c)(3) of the Internal Revenue Code and is recognized under Illinois not-for-profit law, then the provisions of subsections 16.7.1 through 16.7.4 do not apply.

15.8. Improper Disposal, Transport, and Treatment of Waste.

- 15.8.1. In accordance with Section 11-4-1600(e) of the Municipal Code of Chicago, AT&T represents that it, and to the best of its knowledge its Subcontractors, are not in violation of the following sections of the Code (collectively, the "Waste Sections"):
- 7-28-390 Dumping on public way; Violation; Penalty;
- 7-28-440 Dumping on real estate without permit; Nuisance; Violation; Penalty; Recovery of costs;
- 11-4-1410 Disposal in waters prohibited;
- 11-4-1420 Ballast tank, bilge tank or other discharge;
- 11-4-1450 Gas manufacturing residue;
- 11-4-1500 Treatment and disposal of solid or liquid waste;
- 11-4-1530 Compliance with rules and regulations required;
- 11-4-1550 Operational requirements; and
- 11-4-1560 Screening requirements.
- 15.8.2. AT&T's or any Subcontractor's violation of the Waste Sections while this Agreement is executory constitutes a breach and a default of this Agreement, for which the opportunity to cure, if curable, will be granted only at the sole designation of the Chief Procurement Officer. Such breach and default entitles the City to all remedies under the contract, at law or in equity.
- 15.8.3. This section does not limit AT&T's and its Subcontractors' duty to comply with all applicable federal, state, county and municipal laws, statutes, ordinances and executive orders, in effect now or later, and whether or not they appear in this Agreement.

15.9. Prohibition on Certain Contributions - Mayoral Executive Order No. 05-1.

15.9.1. Pursuant to Mayoral Executive Order no. 05-1, any person or entity who directly or indirectly has an ownership or beneficial interest in AT&T of more than 7.5 percent ("Owners"), spouses and domestic partners of such Owners, AT&T's proposed Subcontractors, any person or entity who directly or indirectly has an ownership or beneficial interest in any Subcontractor of more than 7.5 percent ("Sub-owners") and spouses and domestic partners of such Sub-owners (AT&T and all the other preceding classes of persons and entities are together, the "Identified Parties") must not: (a) make a contribution of any amount to the Mayor of the City of Chicago (the "Mayor") or to his political fundraising committee; (b) coerce, compel or intimidate its employees to make a contribution of any amount to the Mayor or to the Mayor's political fundraising committee; (c) reimburse its employees for a contribution of any amount made to the Mayor or to the Mayor's political fundraising committee; (d) bundle or solicit others to bundle contributions to the Mayor or to his political fundraising committee.

15.9.2. For purposes of this provision:

- (a) "Bundle" means to collect contributions from more than one source which are then delivered by one person to the Mayor or to his political fundraising committee.
- (b) "Contribution" means a "political contribution" as defined in Chapter 2-156 of the Municipal Code of Chicago, as amended.
- (c) Individuals are "Domestic Partners" if they satisfy the following criteria:
- (1) they are each other's sole domestic partner, responsible for each other's common welfare; and
 - (2) neither party is married; and
- (3) the partners are not related by blood closer than would bar marriage in the State of Illinois; and
- (4) each partner is at least 18 years of age, and the partners are the same sex, and the partners reside at the same residence; and
- (5) two of the following four conditions exist for the partners: 1. The partners have been residing together for at least 12 months; 2. The partners have common or joint ownership of a residence. 3. The partners have at least two of the following arrangements: a. joint ownership of a motor vehicle; b. a joint credit account; c. a joint checking account; d. a lease for a residence identifying both domestic partners as tenants. 4. Each partner identifies the other partner as a primary beneficiary in a will.
- 15.9.3. "Political fundraising committee" means a "political fundraising committee" as defined in Chapter 2-156 of the Municipal code of Chicago, as amended.

15.10. AT&T's Certification Regarding Federal Lists.

- 15.10.1. AT&T certifies that neither the AT&T nor any Affiliate of AT&T appears on any of the following lists maintained by the Office of Foreign Assets Control of the U.S. Department of the Treasury, the Bureau of Industry and Security of the U.S. Department of Commerce or their successors, or on any other list of persons or entities with which the City may not do business under any applicable law, rule, regulation, order or judgment: the Specially Designated Nationals List, the Denied Persons List, the Unverified List, the Entity List and the Debarred List.
- 15.10.2. "Affiliate" for purposes of this Section means a person or entity that, directly or indirectly, through one or more intermediaries, controls, is controlled by or is under common control with such specified person or entity, and a person or entity shall be deemed to be controlled by another person or entity, if controlled in any manner whatsoever that results in control in fact by that other person or entity (or that other person or entity and any persons or entities with whom that

other person or entity is acting jointly or in concert), whether directly or indirectly and whether through share ownership, a trust, a contract or otherwise.

- 15.11. <u>Deemed Inclusion</u>. Provisions required by law, ordinances, rules, regulations, or executive orders to be inserted in this Agreement are deemed inserted in this Agreement whether or not they appear in this Agreement or, upon application by either party, this Agreement will be amended to make the insertion; however, in no event will the failure to insert the provisions before or after this Agreement is signed prevent its enforcement.
- 15.12. False Statements. Any person who knowingly falsifies any statement of material fact made in connection with an application, report, affidavit, oath, or attestation, including a statement of material fact made in connection with a bid, proposal, contract or economic disclosure statement of affidavit, is liable to the city for a civil penalty of not less than \$500 and not more than \$1,000, plus up to three time the amount of damages which the city sustains because of the person's violation of this section. A person who violates this section shall also be liable for the city's litigation and collection costs and attorney's fees. The penalties imposed by this section shall be in addition to any other penalty provided for in the Municipal Code.

16. Additional AT&T Compliance Matters.

- 16.1. Salaries and Wages. AT&T and Subcontractors must pay all salaries and wages due all employees performing Services under this Agreement unconditionally and at least once a month without deduction or rebate on any account unless otherwise agreed by the parties, except only for those payroll deductions that are mandatory by law or are permitted under applicable law and regulations. If in the performance of this Agreement AT&T underpays any such salaries or wages, upon written notice to AT&T the Comptroller for the City may withhold, out of payments due to AT&T, an amount sufficient to pay to employees underpaid the difference between the salaries or wages required to be paid under this Agreement and the salaries or wages actually paid these employees for the total number of hours worked. The amounts withheld shall be disbursed by the Comptroller for and on account of AT&T to the respective employees to whom they are due. The parties acknowledge that this Section 16.1 is solely for the benefit of the City and that it does not grant any third party beneficiary rights.
- Minority and Women's Business Enterprises Commitment. In the performance of this Agreement, including the procurement and lease of materials or equipment, AT&T must abide by the minority and women's business enterprise commitment requirements of the Municipal Code of Chicago ("Municipal Code"), Sections 2-92-420 et seq. (1990), except to the extent waived by the Chief Procurement Officer and the Special Conditions Regarding MBE/WBE Commitment set forth in Exhibit 3 hereto. AT&T has completed Schedules C-1 and D-1 in such Exhibit, evidencing its compliance with this requirement, are a part of this Agreement, upon acceptance by the Chief Procurement Officer. AT&T must utilize minority and women's business enterprises at the greater of the amounts listed in such Schedules C-1 and D-1 or the percentages listed in them as applied to all payments received from the City.
- 16.3. <u>Firms Owned or Operated by Individuals with Disabilities</u>. The City encourages vendors to use Subcontractors that are firms owned or operated by individuals with disabilities, as defined by section 2-92-586 of the Municipal Code of the City of Chicago, where not otherwise prohibited by federal or state law.

16.4. <u>Records and Audits</u>.

16.4.1. Records. To the extent applicable, AT&T must deliver or cause to be delivered to the City all documents prepared for the City under the terms of this Agreement promptly and in accordance with the time limits prescribed in this Agreement, and if no time limit is specified, then upon reasonable demand for them.

16.4.2. Audits.

- (a) AT&T must maintain records showing actual time devoted and costs incurred in connection with amounts billed and payments made hereunder. AT&T must keep books, documents, paper, records and accounts in connection with the Services as reasonably relate to this Agreement open to audit, inspection, copying, abstracting and transcription and must make these records available to the City and any other interested governmental agency, at reasonable times and upon reasonable prior notice during the performance of its Services. To the extent AT&T has overbilled the City, AT&T shall promptly provide a credit for such amount.
- (b) AT&T must maintain its books, records, documents and other evidence and adopt accounting procedures and practices sufficient to reflect properly all costs of whatever nature claimed to have been incurred and anticipated to be incurred for or in connection with the performance of this Agreement. This system of accounting must be in accordance with generally accepted accounting principles and practices, consistently applied throughout.
- (c) No provision in this Agreement granting the City a right of access to records and documents is intended to impair, limit or affect any right of access to such records and documents which the City would have had in the absence of such provisions.
- (d) The City may, at its expense and in its sole discretion, audit the records of AT&T or its Subcontractors hired solely to do work hereunder, or both, upon prior written notice at reasonable times during the Term of this Agreement or within five (5) years after the Agreement ends, in connection with amounts billed and payments made for the Services provided under this Agreement. If, as a result of any such audit, it is determined that AT&T has overcharged the City in the audited period, the City will notify AT&T in writing. AT&T will then promptly, at its option, reimburse the City or provide a credit for any amounts the City has paid AT&T due to the overcharges.
- (e) Notwithstanding the foregoing, the City reserves the right to require an audit, no more than (3) times during the life of the contract, including all extension options, that AT&T comply with the following:

If, as a result of any such City audit, it is determined that AT&T or any of its Subcontractors has overcharged the City in the audited period, the City will notify AT&T. AT&T must then promptly reimburse the City

for any amounts the City has paid AT&T due to the overcharges and potentially some or all of the cost of the audit where the City hires an independent auditor, as described below:

- (i) If the audit has revealed overcharges to the City representing less than 15% of the amount billed for Services, excluding taxes and other charges as defined in section 7.6 Taxes and Additional Charges, based on the Agreement prices of the Services provided in the audited period, then AT&T must reimburse the City the overcharges and to the extent an independent auditor is hired by the City, AT&T shall apply a credit to the City's account to reimburse the City for 50% of the cost of the audit up to an amount not to exceed \$75,000 (City shall provide reasonable documentation of such charges);
- (ii). If, however, the audit has revealed overcharges to the City representing more than 15% of the total value of the amount billed for Services, excluding taxes and other charges as defined in section 7.6 Taxes and Additional Charges, based on the Agreement prices of the Services provided in the audited period, then AT&T must reimburse the City the overcharges and to the extent an independent auditor is hired by the City, AT&T shall apply a credit to the City's account to reimburse the City for the full cost of the audit in an amount not to exceed \$150,000; or
- (iii) if, however, the audit reveals undercharges to the City then the City shall reimburse AT&T for such undercharges.
- (f) AT&T agrees to reimburse the City for audits as described in subsection (e) above provided: (i) the city conducts the billing review as described in subsection (g) within 60 days after the effective date of this Agreement; (ii) the city conducts subsequent bill review on an annual basis thereafter, (iii) the City submits a quarterly report of all changes to services including adds and changes. In the event the City does not complete its obligations as described herein then AT&T shall not be obligated to pay any cost associated with the audit for such period. Notwithstanding the foregoing, except for amounts legitimately disputed pursuant to this Agreement, in the event the City has any amounts outstanding hereunder then AT&T shall not be required to issue a credit to reimburse the City for audit expenses incurred by the City for an independent auditor.
- (g) Upon receipt of an invoice for a complete billing cycle after implementation of this Agreement, AT&T will work with the City to verify circuits and to ensure rates for Services provided under each Addendum have been implemented and are billing properly. Thereafter, the City may request in writing subsequent validations of the rates in one or more of the Addenda, provided that subsequent validations may be

requested no more than once in any twelve (12) month period. In the event that the audit determines that the City has been overcharged in any respect, then credit for such overcharge is owed the City. Such credit shall be applied promptly to the appropriate account(s). In the event that the audit determines that the City has been undercharged in any respect, then AT&T shall receive compensation for such undercharge by billing such undercharged amounts to the City.

- (h) Upon completion of the initial verification of rates described in Paragraph (g) above, the Parties agree to cause quarterly reviews of all disconnects to be performed at the written request of the City. The quarterly reviews will verify that all disconnects are applied correctly. The City's notice will include a list of circuits disconnected during the applicable quarter, and AT&T will provide verification that such circuits are no longer billing. In the event that the review determines that the City has been overcharged in any respect, then credit for such overcharge is owed the City. Such credit shall be applied promptly to the appropriate account(s).
- (i) The auditors for each audit described in Paragraph (g) above shall be a City telecom analyst appointed hereunder by the Department of Innovation and Technology and an AT&T representative appointed by the AT&T account team. In the event the City hires an independent auditor to conduct such audit, the auditor shall be a reputable, regional or national accounting firm which practices according to generally accepted accounting principles. City shall cause such independent accounting firm to execute a non-disclosure agreement imposing substantially the same confidentiality provisions as set forth in this Agreement.
- 16.5. <u>Business Documents</u>. At the request of the City, AT&T must provide copies of its latest articles of incorporation, by-laws and resolutions, or partnership or joint venture agreement, as applicable.

16.6. Conflicts of Interest.

- 16.6.1. No member of the governing body of the City or other unit of government and no other officer, employee or agent of the City or other unit of government who exercises any functions or responsibilities in connection with the Services to which this Agreement pertains is permitted to have any personal interest, direct or indirect, in this Agreement. No member of or delegate to the Congress of the United States or the Illinois General Assembly and no alderman of the City or City employee is allowed to be admitted to any share or part of this Agreement or to any financial benefit to arise from it.
- 16.6.2. AT&T represents that it, and to the best of its knowledge, its Subcontractors if any, presently have no direct or indirect interest and will not acquire any direct or indirect interest in any project or contract that would conflict in any manner or degree with the performance of its Services under this Agreement.

- 16.6.3. Furthermore, if any federal funds are to be used to compensate or reimburse AT&T under this Agreement, AT&T represents that it is and will remain in compliance with federal restrictions on lobbying set forth in Section 319 of the Department of the Interior and Related Agencies Appropriations Act for Fiscal Year 1990, 31 U.S.C. §1352, and related rules and regulations set forth at 54 Fed. Reg. 52,309 ff. (1989), as amended. If federal funds are to be used, AT&T must execute a Certification Regarding Lobbying, which is part of the EDS and incorporated by reference as if fully set forth here.
- 16.7. Non-Liability of Public Officials. AT&T and any permitted assignee or Subcontract of AT&T must not charge any official, employee or agent of the City personally with any liability or expenses of defense or hold any official, employee or agent of the City personally liable to them under any term or provision of this Agreement or because of the City's execution, attempted execution or any breach of this Agreement.
- 16.8. Pending Litigation. As of the Effective Date, there is no outstanding litigation, arbitrated matter, or other dispute to which AT&T is a party, that, if decided unfavorably to AT&T, would reasonably be expected to have a potential or actual material adverse effect on AT&T's ability to fulfill its obligations hereunder, and that AT&T knows of no basis that might give rise to any such litigation, arbitration, or other dispute in the foreseeable future.
- 16.9. <u>City Contracts</u>. AT&T represents that it and, and to best of its knowledge, its Subcontractors are not in default at the time this Agreement is signed, and have not been deemed by the Chief Procurement Officer to have, within five (5) years immediately preceding the date of this Agreement, been found to be in default on any contract awarded by the City.

17. Miscellaneous.

17.1. Amendments. No changes, amendments, modifications or discharge of this Agreement or any part of it are valid unless in writing and signed by the authorized agent of AT&T and by the Mayor, Comptroller, and Chief Procurement Officer of the City or their respective successors and permitted assigns, provided that changes in SOWs shall not be deemed to be amendments to this Agreement but may become effective upon written agreement of the parties in a Job Change Order. Except for Job Change Order as discussed above, City incurs no liability for additional services without a written amendment to this Agreement under this Section 17.1.

Whenever under this Agreement AT&T is required to obtain the City's prior written approval, the effect of any approval that may be granted pursuant to AT&T's request is prospective only from the later of the date approval was requested or the date on which the action for which the approval was sought is to begin. In no event is approval permitted to apply retroactively to a date before the approval was requested.

17.2. Assignment. All of the terms and conditions of this Agreement are binding upon and inure to the benefit of the parties and their respective legal representatives, successors and permitted assigns. AT&T may not assign this Agreement nor delegate any of its duties, in whole or in part, without the prior written consent of the City, which consent shall not be unreasonably withheld or delayed. Subject to Sections 2.6 titled "Affiliates" and 4.3 titled "Use of Subcontractors," AT&T may, without City's consent, assign in whole or

relevant part, its rights and obligations under this Agreement to an Affiliate, or subcontract to an Affiliate or a third party work to be performed under this Agreement, but AT&T will in each such case remain financially responsible for the performance of such obligations under this Agreement. City may assign this Agreement or delegate its duties, in whole or in part, upon prior written notice to AT&T, but the City will remain financially responsible for the performance of such obligations. An assignee of either party authorized hereunder will be bound by the terms of this Agreement and will have all of the rights and obligations of the assigning party set forth in this Agreement. If any assignee refuses to be bound by all of the terms and obligations of this Agreement or if any assignment is made in breach of the terms of this Agreement, then such assignment shall be null and void and of no force or effect. AT&T will not transfer or assign any contract funds or claims due or to become due without the prior written consent of the Chief Procurement Officer and Comptroller which will not be unreasonably withheld or delayed. The transfer or assignment of any contract funds, either in whole or in part, or any interest therein, which will be due or to become due to AT&T, without the prior written consent of the Chief Procurement Officer and Comptroller, is void so far as the City is concerned.

17.3. Authority. Execution of this Agreement by AT&T is authorized by a resolution of its Board of Directors, and the signature of each person signing on behalf of AT&T has been made with complete and full authority to commit AT&T to all terms and conditions of this Agreement, including each and every representation, certification and warranty contained in it, including the representations, certifications and warranties collectively incorporated by reference in it.

17.4. Contract Interpretation.

- 17.4.1. Captions: Section Numbers. Article, section and paragraph numbers and captions are provided for convenience of reference and do not constitute a part of this Agreement. Any references to a particular Section of this Agreement shall be deemed to include reference to any and all subsections thereof.
- 17.4.2. <u>Inclusive References</u>. As used herein, the term "including," the phrase "including but not limited to" and the phrase "including without limitation" shall all be interpreted as meaning "including but not limited to."
- 17.4.3. Neither Party Deemed Drafter. Despite the possibility that one party or its representatives may have prepared the initial draft of this Agreement or any provision thereof or played a greater role in the preparation of subsequent drafts, the parties agree that neither of them shall be deemed the drafter of this Agreement and that, in construing this Agreement, no provision hereof shall be construed in favor of one party on the ground that such provision was drafted by the other.
- 17.5. <u>Cooperation</u>. Not in limitation of any other obligation hereunder, AT&T must at all times cooperate fully with City.
- 17.6. <u>Counterparts</u>. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original and all of which together shall be deemed the same agreement.

17.7. Entire Agreement.

- 17.7.1. General. This Agreement, together with all documents expressly referred to herein, constitutes the complete and exclusive statement of the agreement of the parties with respect to the subject matter hereof and supersedes all prior proposals, understandings, and agreements, whether oral or written, between the parties with respect to the subject matter hereof, including but not limited to any non-disclosure agreements previously entered into by and between the parties.
- 17.7.2. No Collateral Agreements. AT&T acknowledges that, except only for those representations, statements or promises contained in this Agreement and any exhibits attached to it and incorporated by reference in it, no representation, statement or promise, oral or in writing, of any kind whatsoever, by City, its officials, agents or employees, has induced AT&T to enter into this Agreement or has been relied upon by AT&T, including any with reference to: (i) the meaning, correctness, suitability or completeness of any provisions or requirements of this Agreement; (ii) the nature of the Services to be performed; (iii) the nature, quantity, quality or volume of any materials, equipment, labor and other facilities needed for the performance of this Agreement; (iv) the general conditions which may in any way affect this Agreement or its performance; (v) the compensation provisions of this Agreement; or (vi) any other matters, whether similar to or different from those referred to in (i) through (vi) immediately above, affecting or having any connection with this Agreement, its negotiation, any discussions of its performance or those employed or connected or concerned with it.
- 17.8. Expenses. Each party shall be responsible for, and shall pay, all expenses paid or incurred by it in connection with the planning, negotiation, and consummation of this Agreement.
- 17.9. Further Assurances. City and AT&T each agree to execute and deliver (and cause their personnel to execute and deliver) any appropriate instruments or documents to confirm the assignments and rights and licenses provided for herein and to enable the other to perfect the same by filing, registration or otherwise in any state, territory, or country, as may be reasonably requested and prepared by such other from time to time.
- 17.10. Governing Law. This Agreement will be governed by and interpreted in accordance with the internal substantive laws of the State of Illinois. AT&T irrevocably submits itself to the original jurisdiction of those courts located within the County of Cook, State of Illinois, with regard to any controversy arising out of, relating to, or in any way concerning the execution or performance of this Agreement. Service of process on AT&T may be made, at the option of the City, either by registered or certified mail addressed to the applicable office as provided for in this Agreement, by registered or certified mail addressed to the office actually maintained by AT&T, or by personal delivery on any officer, director, or managing or general agent of AT&T. If any action is brought by AT&T against the City concerning this Agreement, the action must be brought only in those courts located within the County of Cook, State of Illinois. Service of process on the City may be made by registered or certified mail address as provided for in Section 17.13 of this Agreement titled "Notice" or by personal delivery on the City Clerk of the City.

- 17.11. Independent Contractor. AT&T is an independent contractor; this Agreement is not intended to and does not constitute, create, give rise to, or otherwise recognize a joint venture, partnership, corporation or other formal business association or organization of any kind between AT&T and City. The rights and the obligations of the parties are only those set forth in this Agreement. AT&T will perform under this Agreement as an independent contractor and not as a representative, employee, agent, or partner of City. Each party will be solely responsible for payment of all compensation owed to its employees and agents, as well as employment related taxes. Subject only to the terms of this Agreement, AT&T will have complete control of its agents and employees engaged in the Services. AT&T will ensure that neither it nor its agents or employees will act or hold themselves out as agents or employees of City. Not in limitation of the foregoing, (i) City will not be liable under or by reason of this Agreement for the payment of any compensation award or damages in connection with the performance of the Services required under this Agreement; (ii) neither AT&T nor its employees and agents are entitled to membership in any City Pension Fund, Group Medical Insurance Program, Group Dental Program, Group Vision Care, Group Life Insurance Program, Deferred Income Program, vacation, sick leave, extended sick leave, or any other benefits ordinarily provided to individuals employed and paid through the regular payrolls of the City; and (iii) City is not required to deduct or withhold any taxes, FICA or other deductions from any compensation provided to AT&T.
- 17.12. <u>Insurance</u>. AT&T must provide and maintain at AT&T's own expense, during the Term of this Agreement and any time period following expiration if AT&T is required to return and perform any of the Services or additional services under this Agreement, the insurance coverages and requirements specified in Exhibit 4 of this Agreement, insuring all operations related to this Agreement. AT&T Illinois is self insured.
- 17.13. Notice. Any notice or other document or communication required or permitted hereunder to the parties hereto will be deemed to have been duly given only if in writing and delivered to the address of the receiving party as set forth below or such other address as such party may dictate according to the notice provisions hereof by any of the following methods: (i) certified U.S. mail, return receipt requested, postage prepaid; (ii) hand delivery to the person specified below or (iii) by traceable overnight delivery. Notices will be deemed delivered when received (or refused) by the party being notified.

If to AT&T, all notices will be addressed and delivered to:

AT&T Corp.
One AT&T Way
Bedminster, NJ 07921-0752
Attention Master Agreement Support Team
Email: mast@att.com

With a copy to:

AT&T Global Services 225 West Randolph, 23C Chicago, Illinois 60606 Attention: AT&T Account Team for City of Chicago

If to City, all notices shall be addressed and delivered to:

City of Chicago
Department of Innovation and Technology
The Daley Center
50 West Washington Street
Chicago, IL 60602
Attention: Commissioner

and

City of Chicago
Department of Procurement Services
Room 403, City Hall
121 North LaSalle Street
Chicago, Illinois 60602
Attention: Chief Procurement Officer

With a copy to:

City of Chicago
Department of Law
Room 600, City Hall
121 North LaSalle Street
Chicago, Illinois 60602
Attention: Corporation Counsel

- 17.14. <u>Publicity</u>. Subject to the provisions of Section 10 titled "Confidential Information," without express prior written consent, neither City nor AT&T shall use the other party's, its affiliates' and officials' names in connection with any marketing, advertising, or other publicity.
- 17.15. Severability. If any provision of this Agreement is held or deemed to be or is in fact invalid, illegal, inoperative or unenforceable as applied in any particular case in any jurisdiction or in all cases because it conflicts with any other provision or provisions of this Agreement or of any constitution, statute, ordinance, rule of law or public policy, or for any other reason, those circumstances do not have the effect of rendering any other provision or provisions in this Agreement invalid, illegal, inoperative or unenforceable to any extent whatsoever, and such provision shall be deemed deleted from this Agreement and replaced by a valid and enforceable provision which so far as possible achieves the same economic and other benefits for the parties as the severed provision was intended to achieve. The invalidity, illegality, inoperativeness or unenforceability of any one or more phrases, sentences, clauses or sections in this Agreement does not affect the remaining portions of this Agreement or any part of it.
- 17.16. <u>Third Party Rights Excluded</u>. This Agreement is an agreement between the parties, and confers no rights upon any of the respective employees, agents, or contractors of any other person.
- 17.17. Waivers. Nothing in this Agreement authorizes the waiver of a requirement or condition contrary to law or ordinance or that would result in or promote the violation of any federal, state or local law or ordinance. The failure of a party to insist on strict

performance by the other party or to claim a default of any term or provision contained herein (whether by omission, delay or otherwise) shall not be deemed to be a waiver of such right or of such term or provision in the future.

- 17.18. Non-Exclusivity. Nothing herein shall prevent City from providing for itself or obtaining from any third party, at any time during the Term or thereafter, any type of products or services in any way similar or related to the Services, the deliverables, as applicable, or any other products or services. In the event that City elects to provide for itself (or engage third parties to provide for City) any such similar or related products or services, AT&T shall provide to City, or its chosen service provider, such reasonable cooperation and assistance, and, as is necessary to enable and facilitate the integration and interfacing of such other products and services with the Services subject to the provisions in Section 14 titled Disengagement. AT&T shall not interfere with, or take any action against, either City or any such third party from whom City obtains, or seeks to obtain, any such products or services.
- 17.19. Survival. In the event of any termination or expiration of this Agreement, the respective obligations of the City and AT&T that by their nature would continue beyond the expiration or termination of this Agreement, including without limitation the following provisions: Sections 8 (Disputes), 10 (Confidential Information), 12 (Indemnification and Limitation of Liability) and 14 (Disengagement) shall remain in full force and effect. In addition, provisions of this Agreement that impose continuing obligations upon a party or, by their nature or terms, would be reasonably understood to have been intended to survive and continue in force and effect after expiration or termination of this Agreement, shall remain in force and effect after such expiration or termination of this Agreement for so long as intended..
- 17.20. Force Majeure. Except for payment of amounts due, neither party will be liable for any delay, failure in performance, loss or damage due to fire, explosion, cable cuts not caused by AT&T, power blackout, earthquake, flood, strike, embargo, labor disputes, acts of civil or military authority, war, terrorism, acts of God, acts of a public enemy, acts or omissions of carriers or suppliers, acts of regulatory or governmental agencies, or other causes beyond such party's reasonable control.
- 17.21. <u>Trademarks</u>. Each party agrees not to display or use, in advertising or otherwise, any of the other party's trade names, logos, trademarks, service marks or other indicia of origin without the other party's prior written consent, which consent may be revoked at any time by notice.
- 17.22. <u>Import/Export Control</u>. Export of Equipment is subject to the Export Control Laws of the United States. City agrees not to export the Equipment in violation of those laws.

(Signature Page)

Notary Public (Commission expires)

CITY OF CHICAGO
By: Prictard To Daly & Mayor
By: Atuching high Comptroller
By: Janue Mile
Chief Procurement Officer
CONTRACTOR, AT LT CORP
By: Signature)
Its: Sandy Markiewicz, Executive Director Contracts (Print Name and Title)
County of Cook
State of Illinois
Acknowledged on August 10, 2009 (date)
before me by Sandy Markiewicz (as)
before me by Sandy Markiewicz (as) AT+T Corp (title) of Executive Director Contracts (firm)

AFFIDAVIT

COUNTY OF COOK STATE OF ILLINOIS

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

Affiant further says that she is familiar with the internal policies of AT&T Corp. and that by virtue of said corporation's internal policies, Sandy Markiewicz, Executive Director – Customer Contracts, is duly authorized, as a representative on behalf of AT&T Corp. to execute the City of Chicago Economic Disclosure Statement and the City of Chicago Voice and Data Network Services Agreement between the City of Chicago and AT&T Corp., Specification #37989, Contract # 19393.

Beatrice James-More Beatrice James-Moore

Signed and sworn to before me on (date) Quest-142009 by Beatres & Janes-Honet

___ County, <u>Illr Nois</u> (state).

Tatricia L. Jackson Notary Public.

Commission expires: February 27, 2011

PATRICIA L JACKSON
HOTARY PUBLIC-STATE OF ELINOIS
MY COMMISSION EIGHTERS227/11

EXHIBIT 1 CITY DESIGNEES ORDER PLACEMENT

EXHIBIT 1 CITY DESIGNEES ORDER PLACEMENT

Department of Innovation & Technology

Robert Kolman

Deputy Commissioner of Technical Operations

Doug Coupland

Manager of Telecommunications

Kevin Kirby Alex Morales

Project Manager Project Manager

Frank Gapinski Carolyn Allain

Project Manager Project Manager

Deborah Thompson

Administrative Assistant

Department of Aviation
Grafe Smith Deputy Commissioner Pius

Fernandez

Senior Telecommunications Specialist

Chicago Police Department Sgt Maria Martinez Com

Commanding Officer Telecommunications Unit

Chicago Park District Michelle Folk

Telecommunications Supervisor

Chicago Housing Authority Bryan Land Assistant Chief Information Officer

Office of the Inspector General City of Chicago Camillo Trujillo Data Services Administrator

EXHIBIT 2 ECONOMIC DISCLOSURE STATEMENT AND AFFIDAVIT

INSTRUCTIONS FOR COMPLETING CITY OF CHICAGO ECONOMIC DISCLOSURE STATEMENT AND AFFIDAVIT

The City of Chicago (the "City") requires disclosure of the information requested in this Economic Disclosure Statement and Affidavit ("EDS") before any City agency, department or City Council action regarding the matter that is the subject of this EDS. Please fully complete each statement, with all information current as of the date this EDS is signed. If a question is not applicable, answer with "N.A." An incomplete EDS will be returned and any City action will be delayed.

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

For purposes of this EDS:

"Applicant" means any entity or person making an application to the City for action requiring City Council or other City agency approval.

"Disclosing Party" means any entity or person submitting an EDS.

"Entity" or "Legal Entity" means a legal entity (for example, a corporation, partnership, joint venture, limited liability company or trust).

"Person" means a human being.

WHO MUST SUBMIT AN EDS:

An EDS must be submitted in any of the following three circumstances:

- 1. Applicants: An Applicant must always file this EDS. If the Applicant is a legal entity, state the full name of that legal entity. If the Applicant is a person acting on his/her own behalf, state his/her name.
- 2. Entities holding an interest: Whenever a legal entity has a beneficial interest (i.e. direct or indirect ownership) of more than 7.5% in the Applicant, each such legal entity must file an EDS on its own behalf.
- 3. Controlling entities. Whenever a Disclosing Party is a general partnership, limited partnership, limited liability company, limited liability partnership or joint venture that has a general partner, managing member, manager or other entity that can control the day-to-day management of the Disclosing Party, that entity must also file an EDS on its own behalf. Each entity with a beneficial interest of more than 7.5% in the controlling entity must also file an EDS on its own behalf.

Ver. \$1-01-05

CITY OF CHICAGO ECONOMIC DISCLOSURE STATEMENT AND AFFIDAVIT

SECTION I - GENERAL INFORMATION

A. Legal name of Disclosing Party submitting	this EDS. Include d/b/a/ if applicable:
AT&T Corp.	
Check ONE of the following three boxes:	
Indicate whether Disclosing Party submitting to 1. [X] the Applicant OR	his EDS is:
OR	ect interest in the Applicant. State the legal name of the s an interest:
 [] a specified legal entity with a right of the entity in which Disclosing Party holds 	control (see Section II.B.1.b.) State the legal name of a right of control:
B. Business address of Disclosing Party:	One AT&T Way
	Bedminster, NJ 07921-0752
C. Telephone: (312) 364-6492 Fax: (312)	
D. Name of contact person: Robert S. Burt	· · · · · · · · · · · · · · · · · · ·
E. Federal Employer Identification No. (if you h	ave one):
•	ther undertaking (referred to below as the "Matter") to
Telecommunication Services-City-wide	·
G. Which City agency or department is requesting	ng this EDS? Department of Procurement Services
If the Matter is a contract being handled by the complete the following:	e City's Department of Procurement Services, please
Specification # 37989	and Contract # 19393

SECTION II - DISCLOSURE OF OWNERSHIP INTERESTS

A. NATURE OF DISCLOSING PARTY

1. Indicate the nature of the Disclosing Pa	arty;
[] Person	[] Limited liability company*
[] Publicly registered business corporation	[] Limited liability partnership*
[] Privately held business corporation	[] Joint venture*
[] Sole proprietorship	[] Not-for-profit corporation
[] General partnership*	(Is the not-for-profit corporation also a 501(c)(3))?
[] Limited partnership*	[] Yes [] No
[] Trust	[] Other (please specify)
* Note B.1.b below.	
2. For legal entities, the state (or foreign c	ountry) of incorporation or organization, if applicable:
New York	
business in the State of Illinois as a foreign ent	tate of Illinois: Has the organization registered to do nity?
[]Yes []No	[]N/A
B. IF THE DISCLOSING PARTY IS A LEGA	AL ENTITY:
For not-for-profit corporations, also list below:	es of all executive officers and all directors of the entity. all members, if any, which are legal entities. If there are usts, estates or other similar entities, list below the legal
Name See attached list	Title
·	
	· · · · · · · · · · · · · · · · · · ·

1.b. If you checked "General partnership," "Limited partnership," "Limited liability company," "Limited liability partnership" or "Joint venture" in response to Item A.1. above (Nature of Disclosing Party), list below the name and title of each general partner, managing member, manager or

AT&T Corp.

Directors:

Richard G. Lindner

Director

Wayne Watts

Director

Officers:

Ronald E. Spears

President and Chief Executive Officer

William M. Archer

Chief Marketing Officer

Jose M. Gutierrez

Executive Vice President – Global Enterprise Solutions

Executive Vice President – Small Business Solutions and

Cathy Martine-Dolecki

Alternate Channels

Kathryn Morrissey

Executive Vice President - Wholesale and GEM Solutions

Andrew Geisse

Executive Vice President - Customer Service

Eric D. Boyer

Senior Vice President - Wholesale Customer Service and

Project Management

Andrew A. Dzerovych

Senior Vice President - Managed Services and Engineering

Daniel J. Fete

Senior Vice President - Finance

William C. Huber

Senior Vice President - Global Sales and Care Process

Engineering

T. Michael Payne

Senior Vice President and General Counsel

Richard P. Resnick

Senior Vice President - Customer Service and Maintenance

Tod A. Clamo

Vice President - Taxes

Isaiah C. Cole

Vice President - National Information Systems

Randall Hargraves

Vice President - Global Internet Data Center Operations

Michael Heath

Vice President - Federal Sales

Kevin Leonard

Vice President - Alternate Channels

John Potter

Vice President - Business Operations, Quality and Compliance

Tom Regent

Vice President - EMEA Sales

Joseph Ronan

Vice President - Premier Client Group - Inside Sales and

Acquitions

Lawrence J. Ruzicka

Vice President - Taxes

J Mark Schleyer

Vice President - Real Estate

Ellen Spano

Vice President and Assistant Secretary

Jeffrey Tutnauer

Vice President - Property Tax

Vice President - Global Managed Services and Outsourcing John Walsh

Services Assurance

Rick Wheelahan Vice President - Business Contracting

Charles P. Allen Treasurer

Wayne A. Wirtz Secretary

Neil Cobb Executive Director - Product Management

James F. Dionne Executive Director - Accounting

Karen Diorio Director - Taxes

Rich Kurth **Executive Director – Customer Contracts**

Sandy Markiewicz Executive Director - Customer Contracts

Scott M. Whelchel Director - Project Management

Jon Zubkus Director - Financial Analysis

Deborah R. Bierbaum **Assistant Secretary**

David J. Cho Assistant Secretary

Thomas S. Clemens Assistant Treasurer

Michael R. Dacey **Assistant Secretary**

Jeston Dumas Assistant Treasurer

David M. Eppsteiner Assistant Secretary

Martin Hotchkiss Assistant Secretary

Lawrence J. Lafaro **Assistant Secretary**

George R. (Ridge) Loux **Assistant Secretary**

Joelle Phillips Assistant Secretary

Richard A. Rocchnini **Assistant Secretary**

Richard J. Sinton Assistant Secretary

Marilyn S. Spracker

Assistant Secretary

James Talbot **Assistant Secretary**

Richard G. Vartain Assistant Secretary

Christopher Vrana Assistant Secretary

Brad Walter Assistant Secretary

Leonard Weitz Assistant Secretary

Paul M. Wilson Assistant Secretary

Name NA		Title
of such an inter- interest of a me- estate or other s Municipal Code	ial interest (including ownership) in e est include shares in a corporation, pa mber or manager in a limited liability imilar entity. If none, state "None." I	cerning each person or entity having a direct or excess of 7.5% of the Disclosing Party. Example or interest in a partnership or joint venture company, or interest of a beneficiary of a trust, NOTE: Pursuant to Section 2-154-030 of the City may require any such additional information chieve full disclosure.
Vame .	Business Address	Percentage Interest in the
		Disclosing Party
AT&T Inc. (One AT&T Plaza 208 S.Akard St. Da	111as, TX 75202 100%
SECTION III		ITH CITY ELECTED OFFICIALS
Has the Disclo	sing Party had a "business relationsh ity elected official in the 12 months l	ip," as defined in Chapter 2-156 of the Municipa pefore the date this EDS is signed?
[]Yes	[] No	
yes, please iden lationship(s); NA	tify below the name(s) of such City (elected official(s) and describe such
ECTION IV - 1 The Disclosing	Party must disclose the name and bu	CTORS AND OTHER RETAINED PARTIES siness address of each subcontractor, attorney, r entity whom the Disclosing Party has retained

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.

"Lobbyist" means any person or entity who undertakes to influence any legislative or administrative action on behalf of any person or entity other than: (1) a not-for-profit entity, on an unpaid basis, or (2) himself. "Lobbyist" also means any person or entity any part of whose duties as an employee of another includes undertaking to influence any legislative or administrative action.

If the 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.

Name (indicate whether retained or anticipated to be retained)	Business Address	(subcontra lobbyist, e	•	(ind paid \$21	licate whether i or estimated) 1,125,000	
Computer Resource Sol	utions, Inc	One Pierce P	1., Suite 325W	, Subcontrac	tor(Indirect)	
		Itasca, IL.			based on fees paid	to
				AT&T by C	ity)	
Archon Construction,	Inc. 563	S. Route 53	Subcontractor	(Indirect)	\$5,625,000	
(Add sheets if necessary)	•	son, IL. 60101	(estimate City)	based on fee	es paid to AT&T by	
[] Check here if the Disc	losing party	has not retained	, nor expects to r	etain, any sucl	h persons or	

SECTION V -- CERTIFICATIONS

entities.

A. COURT-ORDERED CHILD SUPPORT COMPLIANCE

Under Municipal Code 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 term of the contract.

contract.		
Has any perso arrearage on a	n who directly o ny child support	r indirectly owns 10% or more of the Disclosing Party been declared in obligations by any Illinois court of competent jurisdiction?
[]Yes	[[] No	[] No person owns 10% or more of the Disclosing Party.
If "Yes," has t is the person in	he person entere n compliance wit	d into a court-approved agreement for payment of all support owed and that agreement?
[]Yes	[]No	

B. FURTHER CERTIFICATIONS

- 1. 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, within a five-year period preceding 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 otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in clause B.1.b. of this Section V;
 - d. have not, within a five-year period preceding the date of this EDS, had one or more public transactions (federal, state or local) terminated for cause or default; and
- e. have not, within a five-year period preceding 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.
- 2. The certifications in subparts 2, 3 and 4 concern:
- the Disclosing Party;
- any "Applicable Party" (meaning any party participating in the performance of the Matter, including but not limited to any persons or legal entities disclosed under Section IV, "Disclosure of Subcontractors and Other Retained Parties");
- any "Affiliated Entity" (meaning a person or entity that, directly or indirectly: controls the Disclosing Party, is controlled by the Disclosing Party, or is, with the Disclosing Party, under common control of another person or entity. Indicia of control include, without limitation: interlocking management or ownership; identity of interests among family members, shared facilities and equipment; common use of employees; or organization of a business entity following the ineligibility of a business entity to do business with federal or state or local government, including the City, using substantially the same management, ownership, or principals as the ineligible entity); with respect to Applicable Parties, the term Affiliated Entity means a person or entity that directly or indirectly controls the Applicable Party, is controlled by it, or, with the Applicable Party, is under common control of another person or entity;

• any responsible official of the Disclosing Party, any Applicable Party or any Affiliated Entity or any other official, agent or employee of the Disclosing Party, any Applicable Party or any Affiliated Entity, acting pursuant to the direction or authorization of a responsible official of the Disclosing Party, any Applicable Party or any Affiliated Entity (collectively "Agents").

Neither the Disclosing Party, nor any Applicable Party, nor any Affiliated Entity of either the Disclosing Party or any Applicable Party nor any Agents have, during the five years before the date this EDS is signed, or, with respect to an Applicable Party, an Affiliated Entity, or an Affiliated Entity of an Applicable Party during the five years before the date of such Applicable Party'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 a. or b. above that is a matter of record, but have not been prosecuted for such conduct; or
- d. violated the provisions of Municipal Code Section 2-92-610 (Living Wage Ordinance).
- 3. Neither the Disclosing Party, Affiliated Entity or Applicable Party, 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 (1) bid-rigging in violation of 720 ILCS 5/33E-3; (2) bid-rotating in violation of 720 ILCS 5/33E-4; or (3) 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.
- 4. Neither the Disclosing Party nor any Affiliated Entity is listed on any of the following lists maintained by the Office of Foreign Assets Control of the U.S. Department of the Treasury or the Bureau of Industry and Security of the U.S. Department of Commerce or their successors: the Specially Designated Nationals List, the Denied Persons List, the Unverified List, the Entity List and the Debarred List.
- 5. The Disclosing Party understands and shall comply with (1) the applicable requirements of the Governmental Ethics Ordinance of the City, Title 2, Chapter 2-156 of the Municipal Code; and (2) all the applicable provisions of Chapter 2-56 of the Municipal Code (Office of the Inspector General).

6. If the Disclosing Party is unable to certify to any of the above statements in this Part B (Further Certifications), the Disclosing Party must explain below:			
AT&T Corp. so certifies upon information	on and belief. a	after diligent research	See
attached Supplemental.			
	*		

If the letters "NA," the word "None," or no response appears on the lines above, it will be conclusively presumed that the Disclosing Party certified to the above statements.

C. CERTIFICATION OF STATUS AS FINANCIAL INSTITUTION

For purposes of this Part C, under Municipal Code Section 2-32-455(b), the term "financial institution" means a bank, savings and loan association, thrift, credit union, mortgage banker, mortgage broker, trust company, savings bank, investment bank, securities broker, municipal securities broker, securities dealer, municipal securities underwriter, municipal securities underwriter, investment trust, venture capital company, bank holding company, financial services holding company, or any licensee under the Consumer Installment Loan Act, the Sales Finance Agency Act, or the Residential Mortgage Licensing Act. However, "financial institution" specifically shall not include any entity whose predominant business is the providing of tax deferred, defined contribution, pension plans to public employees in accordance with Sections 403(b) and 457 of the Internal Revenue Code. (Additional definitions may be found in Municipal Code Section 2-32-455(b).)

1. CERTIFICATION

The Disclosing Party certifies that the Disclosing Party (check one)

[] is [X] is not

- a "financial institution" as defined in Section 2-32-455(b) of the Municipal Code.
 - 2. If the Disclosing Party IS a financial institution, then the Disclosing Party pledges:

"We are not and will not become a predatory lender as defined in Chapter 2-32 of the Municipal Code. We further pledge that none of our affiliates is, and none of them will become, a predatory lender as defined in Chapter 2-32 of the Municipal Code. We understand that becoming a predatory lender or becoming an affiliate of a predatory lender may result in the loss of the privilege of doing business with the City."

If the Disclosing Party is unable to make this pledge because it or any of its affiliates (as defined in Section 2-32-455(b) of the Municipal Code) is a predatory lender within the meaning of Chapter

Supplemental Response to Section V.B.1.a-c.

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 Corp. are required to complete a code of business conduct certification annually.

AT&T Corp. is a global company with a national presence. As such, it is subject to local, state and federal rules and regulations in a number of jurisdictions, in addition to the City of Chicago. As a result, AT&T Corp. 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 it knowledge, after reasonably diligent research, AT&T Corp. 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 Corp. is construing the term "criminal or civil action" as referring only to an actual suit filed in a court of competent jurisdiction within the United State 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 Corp. is not aware of any other material matter that might be classified as "civil proceedings" for purposes of this EDS.

2-32 of the Municipal Code, explain here (attach additional pages if necessary): NA		
If the letters "NA conclusively pres	," the word "None," or no response umed that the Disclosing Party cer	e appears on the lines above, it will be tified to the above statements.
D. CERTIFICAT	TION REGARDING INTEREST I	N CITY BUSINESS
Any words or term meanings when u		66 of the Municipal Code have the same
1. In accordance of the City have a entity in the Matte	financial interest in his or her own	Municipal Code: Does any official or employee name or in the name of any other person or
[]Yes	[\$ No	
NOTE: If you ch Item D.I., proceed		to Items D.2. and D.3. If you checked "No" to
elected official or any other person o for taxes or assess "City Property Sale	employee shall have a financial in r entity in the purchase of any prop ments, or (iii) is sold by virtue of l	ive bidding, or otherwise permitted, no City terest in his or her own name or in the name of perty that (i) belongs to the City, or (ii) is sold egal process at the suit of the City (collectively, ken pursuant to the City's eminent domain power aning of this Part D.
Does the Matter in	volve a City Property Sale?	
[] Yes	[] No	
	eed "Yes" to Item D.I., provide the ees having such interest and identi	e names and business addresses of the City ify the nature of such interest:
Vame NA	Business Address	Nature of Interest
	· · · · · · · · · · · · · · · · · · ·	

4. The Disclosing Party further certifies that no prohibited financial interest in the Matter will be acquired by any City official or employee.

E. CERTIFICATION REGARDING SLAVERY ERA BUSINESS

The Disclosing Party has searched any and all records of the Disclosing Party and any and all predecessor entities for records of investments or profits from slavery, the slave industry, or slaveholder insurance policies from the slavery era (including insurance policies issued to slaveholders that provided coverage for damage to or injury or death of their slaves) and has disclosed in this EDS any and all such records to the City. In addition, the Disclosing Party must disclose the names of any and all slaves or slaveholders described in those records. Failure to comply with these disclosure requirements may make the Matter to which this EDS pertains voidable by the City.

by the City. Please check either 1. or 2. below. If the Disclosing Party checks 2., the Disclosing Party must disclose below or in an attachment to this EDS all requisite information as set forth in that paragraph 2. X 1. The Disclosing Party verifies that (a) the Disclosing Party has searched any and all records of the Disclosing Party and any and all predecessor entities for records of investments or profits from slavery, the slave industry, or slaveholder insurance policies, and (b) the Disclosing Party has found no records of investments or profits from slavery, the slave industry, or slaveholder insurance policies and no records of names of any slaves or slaveholders. 2. The Disclosing Party verifies that, as a result of conducting the search in step 1(a) above, the Disclosing Party has found records relating to investments or profits from slavery, the slave industry, or slaveholder insurance policies and/or the names of any slaves or slaveholders. The Disclosing Party verifies that the following constitutes full disclosure of all such records: NA SECTION VI -- CERTIFICATIONS FOR FEDERALLY-FUNDED MATTERS NOTE: If the Matter is federally funded, complete this Section VI. If the Matter is not federally funded, proceed to Section VII. A. CERTIFICATION REGARDING LOBBYING 1. List below the names of all persons or entities registered under the federal Lobbying Disclosure Act of 1995 who have made lobbying contacts on behalf of the Disclosing Party with respect to the Matter: (Begin list here, add sheets as necessary):

(If no explanation appears or begins on the lines above, or if the letters "NA" or if the word "None" appear, it will be conclusively presumed that the Disclosing Party means that NO persons or entities registered under the Lobbying Disclosure Act of 1995 have made lobbying contacts on behalf of the Disclosing Party with respect to the Matter.)

- 2. The Disclosing Party has not spent and will not expend any federally appropriated funds to pay any person or entity listed in Paragraph A.1. above for his or her lobbying activities or to pay any person or entity to influence or attempt to influence an officer or employee of any agency, as defined by applicable federal law, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress, in connection with the award of any federally funded contract, making any federally funded grant or loan, entering into any cooperative agreement, or to extend, continue, renew, amend, or modify any federally funded contract, grant, loan, or cooperative agreement.
- 3. The Disclosing Party will submit an updated certification at the end of each calendar quarter in which there occurs any event that materially affects the accuracy of the statements and information set forth in paragraphs A.1. and A.2. above.

If the Matter is federally funded and any funds other than federally appropriated funds have been or will be paid to any person or entity for influencing or attempting to influence an officer or employee of any agency (as defined by applicable federal law), a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the Matter, the Disclosing Party must complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. The form may be obtained online from the federal Office of Management and Budget (OMB) web site at http://www.whitehouse.gov/omb/grants/sfillin.pdf, linked on the page http://www.whitehouse.gov/omb/grants/grants_forms.html.

- 4. The Disclosing Party certifies that either: (i) it is not an organization described in section 501(c)(4) of the Internal Revenue Code of 1986; or (ii) it is an organization described in section 501(c)(4) of the Internal Revenue Code of 1986 but has not engaged and will not engage in "Lobbying Activities".
- 5. If the Disclosing Party is the Applicant, the Disclosing Party must obtain certifications equal in form and substance to paragraphs A.1. through A.4. above from all subcontractors before it awards any subcontract and the Disclosing Party must maintain all such subcontractors' certifications for the duration of the Matter and must make such certifications promptly available to the City upon request.

B. CERTIFICATION REGARDING EQUAL EMPLOYMENT OPPORTUNITY

If the Matter is federally funded, federal regulations require the Applicant and all proposed subcontractors to submit the following information with their bids or in writing at the outset of negotiations.

[·] Yes	[]No	
If "Yes," answer	the three questions below:	
1. Have you	leveloped and do you hav	e on file affirmative action programs pursuant to
applicable federal	regulations? (See 41 CF	R Part 60-2.)
[]Yes	[] No	
Contract Complia		ing Committee, the Director of the Office of Federal al Employment Opportunity Commission all reports due
3. Have you p	articipated in any previou	s contracts or subcontracts subject to the
equal opportunity	clause?	
[]Yes	[] No	
f you checked "N NA	o" to question 1. or 2. abo	ve, please provide an explanation:
•	•	

SECTION VII -- ACKNOWLEDGMENTS, CONTRACT INCORPORATION, COMPLIANCE, PENALTIES, DISCLOSURE

The Disclosing Party understands and agrees that:

Is the Disclosing Party the Applicant?

- A. By completing and filing this EDS, the Disclosing Party acknowledges and agrees, on behalf of itself and the persons or entities named in this EDS, that the City may investigate the creditworthiness of some or all of the persons or entities named in this EDS.
- B. 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.
- C. The City's Governmental Ethics and Campaign Financing Ordinances, Chapters 2-156 and 2-164 of the Municipal Code, impose certain duties and obligations on persons or entities seeking City contracts, work, business, or transactions. The full text of these ordinances 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 the applicable ordinances.

- D. 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, void or voidable), 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 transactions with the City. Remedies at law for a false statement of material fact may include incarceration and an award to the City of treble damages.
- E. 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 on this EDS and any attachments to this EDS may be made available to the public 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.
- F. 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.

The Disclosing Party represents and warrants that:

G. The Disclosing Party has not withheld or reserved any disclosures as to economic interests in the Disclosing Party, or as to the Matter, or any information, data or plan as to the intended use or purpose for which the Applicant seeks City Council or other City agency action.

For purposes of the certifications in H.1. and H.2. below, the term "affiliate" means any person or entity that, directly or indirectly: controls the Disclosing Party, is controlled by the Disclosing Party, or is, with the Disclosing Party, under common control of another person or entity. Indicia of control include, without limitation: interlocking management or ownership; identity of interests among family members; shared facilities and equipment; common use of employees; or organization of a business entity following the ineligibility of a business entity to do business with the federal government or a state or local government, including the City, using substantially the same management, ownership, or principals as the ineligible entity.

- H.1. The Disclosing Party is not delinquent in the payment of any tax administered by the Illinois Department of Revenue, nor are the Disclosing Party or its affiliates delinquent in paying any fine, fee, tax or other charge owed to the City. This includes, but is not limited to, all water charges, sewer charges, license fees, parking tickets, property taxes or sales taxes. See Attachment Supplemental Response Attached Hereto.
- H.2 If the Disclosing Party is the Applicant, the Disclosing Party and its affiliates will not use, nor permit their subcontractors to use, any facility on the U.S. EPA's List of Violating Facilities in connection with the Matter for the duration of time that such facility remains on the list.

Supplemental Response to Section VII. H.1

AT&T Corp. has internal processes in place to pay all taxes, charges, fees, tickets and property and sales taxes as they come due, including actual verification as may be necessary with the Chicago Department of Revenue. Additionally, in light of the number of AT&T entities conducting business in Chicago, AT&T representatives have worked extensively with the Chicago Department of Revenue to establish a process for prompt payment of all undisputed debts and proper crediting of such payment, and AT&T representatives are continually monitoring this process. To that end, AT&T is currently working with the City to resolve certain disputed charges. AT&T disputed such charges in writing and all disputed charges remain outstanding. AT&T provided its legal position with respect to the disputed charges and a proposed resolution to the Department of Revenue. The matter is under consideration by the City and upon resolution, all fees determined due and owing will be promptly paid by AT&T. Therefore, based upon information and belief, AT&T Corp. is not delinquent in the payment of amounts due the Chicago Department of Revenue.

H.3 If the Disclosing Party is the Applicant, the Disclosing Party 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 H.1. and H.2. 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 Disclosing Party has reason to believe has not provided or cannot provide truthful certifications.

NOTE: If the Disclosing Party cannot certify as to any of the items in H.1., H.2. or H.3. above, an explanatory statement must be attached to this EDS.

CERTIFICATION

Under penalty of perjury, the person signing below: (1) warrants that he/she is authorized to execute this EDS on behalf of the Disclosing Party, and (2) warrants that all certifications and statements contained in this EDS are true, accurate and complete as of the date furnished to the City.

	a 9
AT&T Corp.	Date:
(Print or type name of Disclosing Party)	7.7.57
By: (sign here)	
Sandy Markiewicz	
(Print or type name of person signing)	
(Trait of type name of person signing)	
Executive - Customer Contracts	
(Print or type title of person signing)	
Signed and sworn to before me on (date) November at Somerset County, New Jersey (state	e).
Sheron Tiolof Nota	ry Public.
Commission expires:	
SHARON E. TIDD NOTARY PUBLIC STATE OF NEW JERSEY My Commission Expires March 29, 2010	

CITY OF CHICAGO ECONOMIC DISCLOSURE STATEMENT AND AFFIDAVIT 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 percent. It is not to be completed by any legal entity which has only an indirect ownership interest in the Applicant.

Under Municipal Code 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, by blood or adoption, to the mayor, any alderman, the city clerk, the city treasurer or any city department head as 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 percent 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?

[] Yes Kino

If yes, please identify below (1) the name and title of such person, (2) the name of the legal entity to which such person is connected; (3) the name and title of the elected city official or department head to whom such person has a familial relationship, and (4) the precise nature of

such familial relationship.	
CERTIFICATION	
Inder penalty of perjury, the person signing below: (1) xecute this EDS on behalf of the Disclosing Party, and tatements contained in this EDS are true, accurate and lity.	1(2) warrants that all certifications and
AT&T Corp.	Date: 11/11/09
Print or type name of Disclosing Party)	
³ y:	
Sign here)	
Sandy Markiewicz	
Print or type name of person signing)	
<u>Executive Director - Customer</u> Contracts Print or type title of person signing)	
igned and sworn to before me on (date) <u>November</u> t <u>Somerset</u> County, <u>New Tersey</u> (State).	11, 2009 by SANDY MARKIEW
Sharon Tidof Notary Public	
ommission expires:	
SHARON E. TIDD NOTARY PUBLIC STATE OF NEW JERSEY My Commission Expires March 29, 2010	

AT&T Corp.

CERTIFICATE OF SECRETARY

The undersigned, Marilyn S. Spracker, being the Assistant Secretary of AT&T Corp., a corporation organized and existing under and by virtue of the laws of the State of Delaware, with an office at 225 W. Randolph, Chicago, IL., 60606, does hereby certify that Sandy Markiewicz, Executive – Customer Contracts of AT&T Corp., is authorized to execute, on behalf of AT&T Corp., the City of Chicago Economic Disclosure Statement submitted by AT&T Corp. in connection with the City of Chicago Voice and Data Network Services Agreement between the City of Chicago and AT&T Inc, Specification #37989, Contract #19393.

In witness whereof, the undersigned has duly executed this Certificate as of the <u>12+15</u> day of November, 2009.

Marilyn S. Spracker Assistant Secretary

Sworn before me this 12 day of November, 2009.

Notary Public

OFFICIAL SEAL
MARIA ARREAGA
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES:10/14/13

INSTRUCTIONS FOR COMPLETING CITY OF CHICAGO ECONOMIC DISCLOSURE STATEMENT AND AFFIDAVIT

The City of Chicago (the "City") requires disclosure of the information requested in this Economic Disclosure Statement and Affidavit ("EDS") before any City agency, department or City Council action regarding the matter that is the subject of this EDS. Please fully complete each statement, with all information current as of the date this EDS is signed. If a question is not applicable, answer with "N.A." An incomplete EDS will be returned and any City action will be delayed.

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

For purposes of this EDS:

"Applicant" means any entity or person making an application to the City for action requiring City Council or other City agency approval.

"Disclosing Party" means any entity or person submitting an EDS.

"Entity" or "Legal Entity" means a legal entity (for example, a corporation, partnership, joint venture, limited liability company or trust).

"Person" means a human being.

WHO MUST SUBMIT AN EDS:

An EDS must be submitted in any of the following three circumstances:

- 1. Applicants: An Applicant must always file this EDS. If the Applicant is a legal entity, state the full name of that legal entity. If the Applicant is a person acting on his/her own behalf, state his/her name.
- 2. Entities holding an interest: Whenever a legal entity has a beneficial interest (i.e. direct or indirect ownership) of more than 7.5% in the Applicant, each such legal entity must file an EDS on its own behalf.
- 3. Controlling entities. Whenever a Disclosing Party is a general partnership, limited partnership, limited liability company, limited liability partnership or joint venture that has a general partner, managing member, manager or other entity that can control the day-to-day management of the Disclosing Party, that entity must also file an EDS on its own behalf. Each entity with a beneficial interest of more than 7.5% in the controlling entity must also file an EDS on its own behalf.

Yer. 11-01-05

CITY OF CHICAGO ECONOMIC DISCLOSURE STATEMENT AND AFFIDAVIT

SECTION I - GENERAL INFORMATION

A. Legal name of Disclosing Party submitting	this EDS. Include d/b/a/ if applicable:
AT&T Inc.	
Check ONE of the following three boxes:	•
Indicate whether Disclosing Party submitting th 1. [] the Applicant OR	nis EDS is:
 [x] a legal entity holding a direct or indire Applicant in which Disclosing Party holds OR 	ect interest in the Applicant. State the legal name of the an interest: AT&T Corp.
3. [] a specified legal entity with a right of the entity in which Disclosing Party holds	control (see Section II.B.1.b.) State the legal name of a right of control:
B. Business address of Disclosing Party:	One AT&T Plaza 208 S.Akard St.
	Dallas, (X 75202
C. Telephone: (312)727-1350 Fax: (312)	629-5244 Email: BJ3127@att.com
D. Name of contact nerson: Beatrice James-Mo	ore
E. Federal Employer Identification No. (if you ha	ave one): 43-130-1883
F. Brief description of contract, transaction or of which this EDS pertains. (Include project number	ther undertaking (referred to below as the "Matter") to er and location of property, if applicable):
Telecommunications Services City-Wide pro	ovided by AT&T Inc. subsidiary, AT&T Corp.
	ng this EDS? Department of Procurement Services
If the Matter is a contract being handled by the complete the following:	e City's Department of Procurement Services, please
Specification # 37989	and Contract #19393

SECTION II -- DISCLOSURE OF OWNERSHIP INTERESTS

A. NATURE OF DISCLOSING PARTY

 Indicate the nature of the Disclosing Particle Person Publicly registered business corporation Privately held business corporation Sole proprietorship General partnership* Limited partnership* Trust 	arty: [] Limited liability company* [] Limited liability partnership* [] Joint venture* [] Not-for-profit corporation (Is the not-for-profit corporation also a 501(c)(3))? [] Yes [] No [] Other (please specify)
* Note B.1.b below.	
2. For legal entities, the state (or foreign c Delaware	country) of incorporation or organization, if applicable:
3. For legal entities not organized in the State of Illinois as a foreign ent	tate of Illinois: Has the organization registered to do tity?
[] Yes [] No	[] N/A
B. IF THE DISCLOSING PARTY IS A LEGA	AL ENTITY:
For not-for-profit corporations, also list below:	es of all executive officers and all directors of the entity. all members, if any, which are legal entities. If there are asts, estates or other similar entities, list below the legal
Name See attached list	Title

1.b. If you checked "General partnership," "Limited partnership," "Limited liability company," "Limited liability partnership" or "Joint venture" in response to Item A.1. above (Nature of Disclosing Party), list below the name and title of each general partner, managing member, manager or

AT&T Inc.

Directors:

Randall L. Stephenson Chairman of the Board

William F. Aldinger III Director

Gilbert F. Amelio Director

Reuben V. Anderson Director

James H. Blanchard Director

August A. Busch III Director

James P. Kelly Director

Jon C. Madonna Director

Lynn M. Martin Director

Lynn M. Martin Director

John B. McCoy Director

Mary S. Metz Director

Jaime Chico Pardo Director

Joyce M. Roche Director

Laura D'Andrea Tyson Director

Patricia P. Upton Director

Officers:

Randall L. Stephenson Chief Executive Officer and President

William A. Blase Jr. Senior Executive Vice President – Human Resources

James W. Callaway Senior Executive Vice President – Executive Operations

Catherine M. Coughlin Senior Executive Vice President and Global Marketing Officer

Richard G. Lindner Senior Executive Vice President and Chief Financial

Forrest E. Miller Group President – Corporate Strategy and Development

John T. Stankey President - Operations

Wayne Watts Senior Executive Vice President and General Counsel

Rayford Wilkins, Jr. Chief Executive Officer – AT&T Diversified Business

Brooks McCorcle Senior Vice President – Investor Relations

Jonathan P. Klug Senior Vice President and Treasurer

Ann E. Meuleman Senior Vice President and Secretary

Rick L. Moore Senior Vice President - Corporate Development

John J. Stephens Senior Vice President and Controller

Carol Tacker Senior Vice President and Chief Compliance Officer

Michael J. Viola Senior Vice President - Finance

Paul W. Stephens Vice President - Reporting

Charles P. Allen Assistant Treasurer

Wayne A. Wirtz Assistant Secretary

NA	Title	
		W.R
indirect beneficial int of such an interest inc interest of a member of estate or other similar Municipal Code of Cl	the following information concerning each person or entity having a dierest (including ownership) in excess of 7.5% of the Disclosing Party. Sude shares in a corporation, partnership interest in a partnership or joing manager in a limited liability company, or interest of a beneficiary of entity. If none, state "None." NOTE: Pursuant to Section 2-154-030 of icago ("Municipal Code"), the City may require any such additional in ich is reasonably intended to achieve full disclosure.	Example: at venture a trust, of the
Name	Business Address Percentage Interest in the	
AT&T Inc. is a publ	Disclosing Party icly traded company and no person or entity has a direct or in	ndirect
interest in excess		
SECTION III BUS	INESS RELATIONSHIPS WITH CITY ELECTED OFFICIALS	
Has the Disclosing	arty had a "business relationship," as defined in Chapter 2-156 of the	Municina
Code, with any City el	ected official in the 12 months before the date this EDS is signed?	
[]Yes	K\$ No	
[]	elow the name(s) of such City elected official(s) and describe such	
Has the Disclosing lode, with any City ele	Party had a "business relationship," as defined in Chapter 2-156 of the lected official in the 12 months before the date this EDS is signed? (X\$\f\$ No	Munic

any other person or entity that controls the day-to-day management of the Disclosing Party. NOTE:

S

The Disclosing Party must disclose the name and business address of each subcontractor, attorney, lobbyist, 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.

"Lobbyist" means any person or entity who undertakes to influence any legislative or administrative action on behalf of any person or entity other than: (1) a not-for-profit entity, on an unpaid basis, or (2) himself. "Lobbyist" also means any person or entity any part of whose duties as an employee of another includes undertaking to influence any legislative or administrative action.

If the 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.

Rusinann

Name

(indicate whether retained or anticip to be retained) NA	Ado pated	iress iress	(subcontractor, attorney, lobbyist, etc.)	Fees (indicate whether paid or estimated)
(Add sheets if nec	essary)			
[] Check here if the entities.	ne Disclosing	g party h	as not retained, nor expects to retain, a	ny such persons or
SECTION V C	ERTIFICA:	rions		
A. COURT-ORDI	ered chil	D SUPP	ORT COMPLIANCE	
Under Municipa the City must rema contract.	al Code Secti in in compli	on 2-92- ance with	-415, substantial owners of business en h their child support obligations throug	tities that contract with hout the term of the
Has any person wharrearage on any ch	o directly or aild support (indirectl obligatio	ly owns 10% or more of the Disclosing ns by any Illinois court of competent ju	Party been declared in urisdiction?
[]Yes	-[]No	[] No	o person owns 10% or more of the Disc	closing Party.
If "Yes," has the pe is the person in com	erson entered apliance with	into a co	ourt-approved agreement for payment reement?	of all support owed and
[]Yes	[] No			

B. FURTHER CERTIFICATIONS

- 1. 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, within a five-year period preceding 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 otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in clause B.1.b. of this Section V;
 - d. have not, within a five-year period preceding the date of this EDS, had one or more public transactions (federal, state or local) terminated for cause or default; and
 - e. have not, within a five-year period preceding 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.
 - 2. The certifications in subparts 2, 3 and 4 concern:
 - · the Disclosing Party;
- any "Applicable Party" (meaning any party participating in the performance of the Matter, including but not limited to any persons or legal entities disclosed under Section IV, "Disclosure of Subcontractors and Other Retained Parties");
- any "Affiliated Entity" (meaning a person or entity that, directly or indirectly: controls the Disclosing Party, is controlled by the Disclosing Party, or is, with the Disclosing Party, under common control of another person or entity. Indicia of control include, without limitation: interlocking management or ownership; identity of interests among family members, shared facilities and equipment; common use of employees; or organization of a business entity following the ineligibility of a business entity to do business with federal or state or local government, including the City, using substantially the same management, ownership, or principals as the ineligible entity); with respect to Applicable Parties, the term Affiliated Entity means a person or entity that directly or indirectly controls the Applicable Party, is controlled by it, or, with the Applicable Party, is under common control of another person or entity;

• any responsible official of the Disclosing Party, any Applicable Party or any Affiliated Entity or any other official, agent or employee of the Disclosing Party, any Applicable Party or any Affiliated Entity, acting pursuant to the direction or authorization of a responsible official of the Disclosing Party, any Applicable Party or any Affiliated Entity (collectively "Agents").

Neither the Disclosing Party, nor any Applicable Party, nor any Affiliated Entity of either the Disclosing Party or any Applicable Party nor any Agents have, during the five years before the date this EDS is signed, or, with respect to an Applicable Party, an Affiliated Entity, or an Affiliated Entity of an Applicable Party during the five years before the date of such Applicable Party'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 a. or b. above that is a matter of record, but have not been prosecuted for such conduct; or
- d. violated the provisions of Municipal Code Section 2-92-610 (Living Wage Ordinance).
- 3. Neither the Disclosing Party, Affiliated Entity or Applicable Party, 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 (1) bid-rigging in violation of 720 ILCS 5/33E-3; (2) bid-rotating in violation of 720 ILCS 5/33E-4; or (3) 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.
- 4. Neither the Disclosing Party nor any Affiliated Entity is listed on any of the following lists maintained by the Office of Foreign Assets Control of the U.S. Department of the Treasury or the Bureau of Industry and Security of the U.S. Department of Commerce or their successors: the Specially Designated Nationals List, the Denied Persons List, the Unverified List, the Entity List and the Debarred List.
- 5. The Disclosing Party understands and shall comply with (1) the applicable requirements of the Governmental Ethics Ordinance of the City, Title 2, Chapter 2-156 of the Municipal Code; and (2) all the applicable provisions of Chapter 2-56 of the Municipal Code (Office of the Inspector General).

6. If the Disclosing Party is unable to certify to any of the above statements in this Part B (Further
Certifications), the Disclosing Party must explain below:
AT&T Inc. so certifies upon information and belief, after diligent research. See
attached Supplemental.

If the letters "NA," the word "None," or no response appears on the lines above, it will be conclusively presumed that the Disclosing Party certified to the above statements.

C. CERTIFICATION OF STATUS AS FINANCIAL INSTITUTION

For purposes of this Part C, under Municipal Code Section 2-32-455(b), the term "financial institution" means a bank, savings and loan association, thrift, credit union, mortgage banker, mortgage broker, trust company, savings bank, investment bank, securities broker, municipal securities broker, securities dealer, municipal securities underwriter, municipal securities underwriter, investment trust, venture capital company, bank holding company, financial services holding company, or any licensee under the Consumer Installment Loan Act, the Sales Finance Agency Act, or the Residential Mortgage Licensing Act. However, "financial institution" specifically shall not include any entity whose predominant business is the providing of tax deferred, defined contribution, pension plans to public employees in accordance with Sections 403(b) and 457 of the Internal Revenue Code. (Additional definitions may be found in Municipal Code Section 2-32-455(b).)

1. CERTIFICATION

The Disclosing Party certifies that the Disclosing Party (check one)

[] is KI is not

- a "financial institution" as defined in Section 2-32-455(b) of the Municipal Code.
 - 2. If the Disclosing Party IS a financial institution, then the Disclosing Party pledges:

"We are not and will not become a predatory lender as defined in Chapter 2-32 of the Municipal Code. We further pledge that none of our affiliates is, and none of them will become, a predatory lender as defined in Chapter 2-32 of the Municipal Code. We understand that becoming a predatory lender or becoming an affiliate of a predatory lender may result in the loss of the privilege of doing business with the City."

If the Disclosing Party is unable to make this pledge because it or any of its affiliates (as defined in Section 2-32-455(b) of the Municipal Code) is a predatory lender within the meaning of Chapter

Supplemental Response to Sections V.B.1.a.-e.

With respect to the persons identified in Section II.B.1. of this EDS, AT&T Inc. makes these certifications on information and belief. Specifically, the officers and employees of the AT&T companies are required to complete a code of business conduct certification annually. Similarly, the Board of Directors responds to a questionnaire which is based on SEC disclosure requirements.

AT&T Inc. is a publicly traded telecommunications holding company chartered under the laws of the State of Delaware. AT&T Inc. is not an Applicant but holds an indirect interest in the Applicant(s) and is submitting this EDS because the City of Chicago requires an EDS from parents of the Applicant(s).

AT&T Inc. does not itself provide products or services and has no employees. AT&T Inc. is, however, the parent company of numerous companies, including the Applicant(s), operating within and outside the United States. These subsidiary operating companies are organized as separate legal entities and authorized to do business in specific states and nations in accordance with applicable laws and regulations. The subsidiary operating companies are thus subject to numerous local, state and federal rules and regulations, and those of numerous foreign jurisdictions as well, depending on the lines of business and geographic locations in which they operate.

By virtue of its status as the largest telecommunications holding company in the United States and one of the largest in the world, as well as parent company to more than 500 subsidiaries, AT&T Inc. has been and continues to be made a party to numerous legal proceedings involving its. For the majority of the cases AT&T Inc, is dismissed from such proceedings. This response is limited to legal proceedings to which AT&T Inc, is or has itself been a party and is the principal actor as compared to other AT&T companies.

With the exception of routine administrative actions, within the five-year period preceding the date of this EDS, AT&T Inc. has not been convicted, adjudged guilty or found liable in any criminal action 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 Inc. is construing the term "criminal or civil action" as referring only to an actual suit filed in a court of competent jurisdiction within the United States

AT&T Inc. is not aware of any other material matters that might be classified as "civil proceedings" for the purposes of this EDS.

2-32 of the Mu NA	nicipal Code, explain here (attach a	additional pages if necessary):
If the letters "N conclusively pre	A," the word "None," or no respons sumed that the Disclosing Party ce	te appears on the lines above, it will be rtified to the above statements.
D. CERTIFICA	TION REGARDING INTEREST	IN CITY BUSINESS
Any words or te meanings when	rms that are defined in Chapter 2-1 used in this Part D.	56 of the Municipal Code have the same
entity in the Mat	a financial interest in his or her ow ter?	Municipal Code: Does any official or employee n name or in the name of any other person or
[] Yes	[kNo	
NOTE: If you contemporate Item D.1., proceed	hecked "Yes" to Item D.1., proceeded to Part E.	i to Items D.2. and D.3. If you checked "No" to
any other person for taxes or asses "City Property Sa	r employee shall have a financial in or entity in the purchase of any pro sments, or (iii) is sold by virtue of i	tive bidding, or otherwise permitted, no City sterest in his or her own name or in the name of perty that (i) belongs to the City, or (ii) is sold legal process at the suit of the City (collectively, sken pursuant to the City's eminent domain power aning of this Part D.
Does the Matter i	nvolve a City Property Sale?	•
[]Yes	[KNo	
3. If you checofficials or emplo	ked "Yes" to Item D.1., provide the yees having such interest and ident	e names and business addresses of the City ify the nature of such interest:
Name NA	Business Address	Nature of Interest
Bernardo Britán II velocifor validado — egy egyptelebilibili		

4. The Disclosing Party further certifies that no prohibited financial interest in the Matter will be acquired by any City official or employee.

E. CERTIFICATION REGARDING SLAVERY ERA BUSINESS

The Disclosing Party has searched any and all records of the Disclosing Party and any and all predecessor entities for records of investments or profits from slavery, the slave industry, or slaveholder insurance policies from the slavery era (including insurance policies issued to slaveholders that provided coverage for damage to or injury or death of their slaves) and has disclosed in this EDS any and all such records to the City. In addition, the Disclosing Party must disclose the names of any and all slaves or slaveholders described in those records. Failure to comply with these disclosure requirements may make the Matter to which this EDS pertains voidable by the City.

Please check either 1. or 2. below. If the Disclosing Party checks 2., the Disclosing Party must disclose below or in an attachment to this EDS all requisite information as set forth in that paragraph 2.

X 1. The Disclosing Party verifies that (a) the Disclosing Party has searched any and all records the Disclosing Party and any and all predecessor entities for records of investments or profits from slavery, the slave industry, or slaveholder insurance policies, and (b) the Disclosing Party has found no records of investments or profits from slavery, the slave industry, or slaveholder insurance policies and no records of names of any slaves or slaveholders.

or slaveholder	sclosing Party veri ty has found record insurance policies a hat the following co	s relating to invo and/or the names	estments or profits of any slaves or	s from slavery, the slaveholders. The	he slave industry
	mo lonowang of	onstitutes tuli di:	sciosure of all su	on records:	
					·
·					

SECTION VI -- CERTIFICATIONS FOR FEDERALLY-FUNDED MATTERS

NOTE: If the Matter is federally funded, complete this Section VI. If the Matter is not federally funded, proceed to Section VII.

A. CERTIFICATION REGARDING LOBBYING

1. List below the names of all persons or entities registered under the federal Lobbying	
Disclosure Act of 1995 who have made lobbying contacts on behalf of the Disclosing Party with	
respect to the Matter: (Begin list here, add sheets as necessary):	

(If no explanation appears or begins on the lines above, or if the letters "NA" or if the word "None" appear, it will be conclusively presumed that the Disclosing Party means that NO persons or entities registered under the Lobbying Disclosure Act of 1995 have made lobbying contacts on behalf of the Disclosing Party with respect to the Matter.)

- 2. The Disclosing Party has not spent and will not expend any federally appropriated funds to pay any person or entity listed in Paragraph A.I. above for his or her lobbying activities or to pay any person or entity to influence or attempt to influence an officer or employee of any agency, as defined by applicable federal law, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress, in connection with the award of any federally funded contract, making any federally funded grant or loan, entering into any cooperative agreement, or to extend, continue, renew, amend, or modify any federally funded contract, grant, loan, or cooperative agreement.
- 3. The Disclosing Party will submit an updated certification at the end of each calendar quarter in which there occurs any event that materially affects the accuracy of the statements and information set forth in paragraphs A.1. and A.2. above.

If the Matter is federally funded and any funds other than federally appropriated funds have been or will be paid to any person or entity for influencing or attempting to influence an officer or employee of any agency (as defined by applicable federal law), a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the Matter, the Disclosing Party must complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. The form may be obtained online from the federal Office of Management and Budget (OMB) web site at http://www.whitehouse.gov/omb/grants/sfllin.pdf, linked on the page http://www.whitehouse.gov/omb/grants/grants_forms.html.

- 4. The Disclosing Party certifies that either: (i) it is not an organization described in section 501(c)(4) of the Internal Revenue Code of 1986; or (ii) it is an organization described in section 501(c)(4) of the Internal Revenue Code of 1986 but has not engaged and will not engage in "Lobbying Activities".
- 5. If the Disclosing Party is the Applicant, the Disclosing Party must obtain certifications equal in form and substance to paragraphs A.1. through A.4. above from all subcontractors before it awards any subcontract and the Disclosing Party must maintain all such subcontractors' certifications for the duration of the Matter and must make such certifications promptly available to the City upon request.

B. CERTIFICATION REGARDING EQUAL EMPLOYMENT OPPORTUNITY

If the Matter is federally funded, federal regulations require the Applicant and all proposed subcontractors to submit the following information with their bids or in writing at the outset of negotiations.

is the Disclosing	Party the Applicant?	
[]Yes	oN [s]	
If "Yes," answer	the three questions below	;
Have you applicable federal Yes	developed and do you have regulations? (See 41 CF)	e on file affirmative action programs pursuant to R Part 60-2.)
Contract Compita	Tiled with the Joint Report nce Programs, or the Equa- ple filing requirements? [] No	ing Committee, the Director of the Office of Federal al Employment Opportunity Commission all reports due
3. Have you p equal opportunity	articipated in any previon clause?	s contracts or subcontracts subject to the
[]Yes	[] No	· ·
If you checked "N NA	o" to question 1. or 2. abo	ve, please provide an explanation:
SECTION VII	ACKNOWLEDGMENT	TS CONTRACT INCORPORATION

SECTION VII - ACKNOWLEDGMENTS, CONTRACT INCORPORATION, COMPLIANCE, PENALTIES, DISCLOSURE

The Disclosing Party understands and agrees that:

- A. By completing and filing this EDS, the Disclosing Party acknowledges and agrees, on behalf of itself and the persons or entities named in this EDS, that the City may investigate the creditworthiness of some or all of the persons or entities named in this EDS.
- B. 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.
- C. The City's Governmental Ethics and Campaign Financing Ordinances, Chapters 2-156 and 2-164 of the Municipal Code, impose certain duties and obligations on persons or entities seeking City contracts, work, business, or transactions. The full text of these ordinances 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 the applicable ordinances.

- D. 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, void or voidable), 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 transactions with the City. Remedies at law for a false statement of material fact may include incarceration and an award to the City of treble damages.
- E. 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 on this EDS and any attachments to this EDS may be made available to the public 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.
- F. 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.

The Disclosing Party represents and warrants that:

G. The Disclosing Party has not withheld or reserved any disclosures as to economic interests in the Disclosing Party, or as to the Matter, or any information, data or plan as to the intended use or purpose for which the Applicant seeks City Council or other City agency action.

For purposes of the certifications in H.1. and H.2. below, the term "affiliate" means any person or entity that, directly or indirectly: controls the Disclosing Party, is controlled by the Disclosing Party, or is, with the Disclosing Party, under common control of another person or entity. Indicia of control include, without limitation: interlocking management or ownership; identity of interests among family members; shared facilities and equipment; common use of employees; or organization of a business entity following the ineligibility of a business entity to do business with the federal government or a state or local government, including the City, using substantially the same management, ownership, or principals as the ineligible entity.

- H.1. The Disclosing Party is not delinquent in the payment of any tax administered by the Illinois Department of Revenue, nor are the Disclosing Party or its affiliates delinquent in paying any fine, fee, tax or other charge owed to the City. This includes, but is not limited to, all water charges, sewer charges, license fees, parking tickets, property taxes or sales taxes.
- H.2 If the Disclosing Party is the Applicant, the Disclosing Party and its affiliates will not use, nor permit their subcontractors to use, any facility on the U.S. EPA's List of Violating Facilities in connection with the Matter for the duration of time that such facility remains on the list.

H.3 If the Disclosing Party is the Applicant, the Disclosing Party 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 H.1. and H.2. 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 Disclosing Party has reason to believe has not provided or cannot provide truthful certifications.

NOTE: If the Disclosing Party cannot certify as to any of the items in H.1., H.2. or H.3. above, an explanatory statement must be attached to this EDS.

CERTIFICATION

Under penalty of perjury, the person signing below: (1) warrants that he/she is authorized to execute this EDS on behalf of the Disclosing Party, and (2) warrants that all certifications and statements contained in this EDS are true, accurate and complete as of the date furnished to the City.

AT&T Inc.	Date: 11/11/09
(Print or type name of Disclosing Party)	
By: (sign here)	
PAUL STEPHENS (Print or type name of person signing)	
(Print or type title of person signing)	
Signed and sworn to before me on (date) <u>Novem</u> at <u>Dallas</u> County, <u>Texas</u> (star	Les 11, 2009, by Paul Stephens,
Melina Ville Note	ry Public.
Commission expires: August 11, 2010.	

CITY OF CHICAGO ECONOMIC DISCLOSURE STATEMENT AND AFFIDAVIT 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 percent. It is not to be completed by any legal entity which has only an indirect ownership interest in the Applicant.

Under Municipal Code 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, by blood or adoption, to the mayor, any alderman, the city clerk, the city treasurer or any city department head as 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 percent 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?

[] Yes XXNo

If yes, please identify below (1) the name and title of such person, (2) the name of the legal entity to which such person is connected; (3) the name and title of the elected city official or department head to whom such person has a familial relationship, and (4) the precise nature of

H.3 If the Disclosing Party is the Applicant, the Disclosing Party 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 H.1. and H.2. 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 Disclosing Party has reason to believe has not provided or cannot provide truthful certifications.

NOTE: If the Disclosing Party cannot certify as to any of the items in H.1., H.2. or H.3. above, an explanatory statement must be attached to this EDS.

CERTIFICATION

Under penalty of perjury, the person signing below: (1) warrants that he/she is authorized to execute this EDS on behalf of the Disclosing Party, and (2) warrants that all certifications and statements contained in this EDS are true, accurate and complete as of the date furnished to the City.

AT&T Inc.	Date:	11/11/09	
(Print or type name of Disclosing Party)			
Ву:			
Caul Mphus			
(sign here)			
PAUL STEPHENS			
(Print or type name of person signing)			
VP- REPORTING			
(Print or type title of person signing)			
S: 1 1 M	1 11 0 000	1151	
Signed and sworn to before me on (date) November at Lallan County, Tefan (state	ev 11, 2009,	, by <u>raw Hephens</u>	
at Mallas County, <u>refas</u> (state	e).	1	
Melena Ville Nota	ry Public.		
Commission expires: august 11, 2010.			

AT&T Inc.

CERTIFICATE OF SECRETARY

The undersigned, Ann E. Meuleman, being the Secretary of AT&T Inc., a corporation organized and existing under and by virtue of the laws of the State of Delaware, with an office at One AT&T Plaza, 208 S. Akard Street, Dallas, Texas 75202, does hereby certify that Paul W. Stephens, Vice President-Reporting of AT&T Inc., is authorized to execute, on behalf of AT&T Inc., the City of Chicago Economic Disclosure Statement submitted by AT&T Inc. in connection with the City of Chicago Voice and Data Network Services Agreement between the City of Chicago and AT&T Corp, Specification #37989, Contract #19393.

In witness whereof, the undersigned has duly executed this Certificate as of the 11th day of November, 2009.

EAL

Ann E. Meuleman

Secretary

Sworn before me this 11th day of November, 2009.

Notary Public

CHERIE R. KARR My Commission Expires January 10, 2012

& ment

EXHIBIT 3 MBE/WBE SPECIAL CONDITIONS AND SCHEDULES

SPECIAL CONDITION REGARDING MINORITY BUSINESS ENTERPRISE COMMITMENT AND WOMEN BUSINESS ENTERPRISE COMMITMENT

(MBE/WBE Professional Services)(10 pgs).

I. Policy and Terms

A. It is the policy of the City of Chicago that Local Businesses certified as Minority Business Enterprises (MBE) and Women Business Enterprises (WBE) in accordance with Section 2-92-420 et seq. of the Municipal Code of Chicago and Regulations Governing Certification of Minority and Women-owned Businesses, and all other Regulations promulgated under the aforementioned sections of the Municipal Code shall have the maximum opportunity to participate fully in the performance of this agreement. Therefore, the contractor shall not discriminate against any person or business on the basis of race, color, national origin or sex, and shall take affirmative action to ensure that women and minority businesses shall have the maximum opportunity to compete for and perform subcontracts for supplies or services.

The Chief Procurement Officer has established a goal of awarding not less than 25% of the annual dollar value of all non-construction contracts to certified MBEs and 5% of the annual dollar value of all non-construction contracts to certified WBEs.

- B. Failure to carry out the commitments and policies set forth herein shall constitute a material breach of the contract and may result in the termination of the contract or such remedy as the City of Chicago deems appropriate.
- C. Accordingly, the contractor commits to expend at least the following percentages of the total contract price (inclusive of any and all modifications and amendments), if awarded, for contract participation by MBEs and WBEs;

MBE Contract Goal: 16.9 WBE Contract Goal: 4.5

D. The commitment is met by the contractor's status as an MBE or WBE, or by a joint venture with one or more certified MBEs or WBEs that will perform work on the project, or by subcontracting a portion of the work to one or more MBEs or WBEs, or by the purchase of materials used in the performance of the contract from one or more MBEs or WBEs, or by the indirect participation of MBEs or WBEs in other aspects of the contractor's business (but no dollar of such indirect MBE or WBE participation shall be credited more than once against a contractor's MBE or WBE commitment with respect to all contracts of such contractor), or by any combination of the foregoing.

Note: MBE/WBE participation goals are separate and those businesses certified with the City of Chicago as both an MBE and WBE shall not be credited more than once against a contractor's MBE or WBE commitment in the performance of the contract.

- E. As noted above, the contractor may meet all or part of this commitment by contracting with MBEs or WBEs for the provision of goods or services not directly related to the performance of this contract. However, in determining the manner of MBE/WBE participation, the contractor shall first consider involvement of MBEs/WBEs as joint venture partners, subcontractors, and suppliers of goods and services directly related to the performance of this contract. In appropriate cases, the Chief Procurement Officer will require the contractor to demonstrate the specific efforts undertaken to involve MBEs and WBEs in direct participation in the performance of this contract.
- F. The contractor also may with prior approval of the Chief Procurement Officer or designee, meet all, or part, of this commitment through credits received pursuant to Section 2-92-530 of the Municipal Code of Chicago Page 1 of 10-

for the voluntary use of MBEs or WBEs in private sector projects.

II. Definitions

- A. "Minority Business Enterprise" or "MBE" means a firm awarded certification as a minority owned and controlled business in accordance with City Ordinances and Regulations.
- B. "Women Business Enterprise" or "WBE" means a firm awarded certification as a women owned and controlled business in accordance with City Ordinances and Regulations.
- C. "Directory" means the Directory of Certified "Disadvantaged Business Enterprises," "Minority Business Enterprises" and "Women Business Enterprises" maintained and published by the Contract Compliance Administrator. The Directory identifies firms that have been certified as MBEs and WBEs, and includes both the date of their last certification and the area of specialty in which they have been certified. Contractors are responsible for verifying the current certification status of all proposed MBE and WBE firms.
- D. "Area of Specialty" means the description of an MBE or WBE firm's business which has been determined by the Chief Procurement Officer to be most reflective of the MBE or WBE firm's claimed specialty or expertise. Each MBE/WBE letter of certification contains a description of the firm's Area of Specialty. This information is also contained in the Directory. Credit toward this contract's MBE and WBE participation goals shall be limited to the participation of firms performing within their Area of Specialty.

NOTICE:

The Department of Procurement Services does not make any representation concerning the ability of any MBE/WBE to perform work within their Area of Specialty. It is the responsibility of all contractors to determine the capability and capacity of MBEs/WBEs to satisfactorily perform the work proposed.

- E. "Joint Venture" means an association of two or more businesses to carry out a single business enterprise for profit, and for which purpose they combine their expertise, property, capital, efforts, skill and knowledge. Contractors may develop joint venture agreements as an instrument to provide participation by MBEs and WBEs in contract work.
- F. **"Contract Compliance Administrator"** means the officer appointed pursuant to Section 2-92-490 of the Municipal Code of Chicago.

III. Joint Ventures

Bidders may develop joint venture agreements as an instrument to provide participation by certified MBEs and WBEs in contract work. A joint venture seeking to be credited for MBE and/or WBE participation may be formed among MBE and/or WBE firms or between an MBE and/or WBE firm and a non-MBE/WBE firm.

A joint venture is eligible for MBE or WBE credit if the MBE/WBE joint venture partner(s) share in the ownership, control and management responsibilities, risks and profits of the joint venture, and are responsible for a clearly defined portion of work to be performed, in proportion with the MBE and/or WBE ownership percentage.

Notice: The City requires that, whenever a joint venture is proposed as the prime contractor, each joint venture partner must separately sign the proposal to the City, in the pages captioned, TO BE EXECUTED BY A CORPORATION; TO BE EXECUTED BY A PARTNERSHIP; and/or TO BE EXECUTED BY A SOLE PROPRIETOR, as applicable.

IV. Counting MBE/WBE Participation Toward the Contract Goals

- A. The inclusion of any MBE or WBE in the contractor's MBE/WBE Utilization Plan shall not conclusively establish the contractor's right to full MBE/WBE credit for that firm's participation in the contract. Once an MBE or WBE is determined to be eligible in accordance with these rules, the total dollar value of the work awarded to the MBE or WBE may be counted toward the MBE or WBE goal except as indicated below:
- B. The Chief Procurement Officer reserves the right to deny or limit MBE/WBE credit to the contractor where any MBE or WBE is found to be engaged in substantial subcontracting or pass-through activities with others. A contractor may count toward its MBE and WBE goals only expenditures to firms that perform a commercially useful function. A firm is considered to perform a commercially useful function when it is responsible for the performance of a clearly defined and distinct element of work and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To determine whether a firm is performing a commercially useful function, the Chief Procurement Officer shall evaluate the amount of work subcontracted, industry practices, and other relevant factors. The amount of MBE/WBE participation credit shall be based upon an analysis by the Chief Procurement Officer of the specific duties that will be performed by the MBE or WBE. Each MBE/WBE shall be expected to actually perform a substantial (i.e., more than eighty-five percent (85%)) portion of the work contemplated for it by any subcontract or agreement through the use of its own employees and equipment.

Requested information may include, without limitation: (1) specific information concerning brokers' fees and/or commissions; (2) intended sub-suppliers or other sources of goods and/or services; and (3) specific financial or other risks to be assumed by the MBE/WBE.

- C. MBEs and WBEs who have been certified as "brokers" shall no longer be considered eligible to participate for any consideration of MBE or WBE credit on contracts awarded by the City in 1993 and thereafter, until further notice.
- D. A joint venture may count toward its MBE or WBE goal the dollar value of the actual work performed by the MBE and/or WBE joint venture partner with its own resources.

The Chief Procurement Officer reserves the right to disallow goal credit for all, or any portion, of work performed by an MBE or WBE joint venturer based on evaluations of non-compliance with these Special Conditions or any other City, State and/or Federal regulation.

V. Regulations Governing Reduction or Waiver of MBE/WBE Goals

The following Regulations set forth the standards to be used in determining whether or not a reduction or waiver of the MBE/WBE commitment goals of a particular contract is appropriate. If a bidder or proposer determines that it is unable to meet the MBE and/or WBE goal percentage on a City of Chicago contract, a written request for the reduction or waiver of the commitment must be included in the bid or proposal.

The written request for reduction or waiver from the commitment must be in the form of a signed petition for grant of relief from the MBE/WBE percentages submitted on the bidder/proposer's letterhead, and must demonstrate that all required efforts as set forth in this document were taken to secure eligible Minority and Women Business Enterprises to meet the commitments. The Chief Procurement Officer or designee shall determine whether the request for the reduction or waiver will be granted.

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Bidders/proposers will be considered responsive to the terms and conditions of these Regulations if a waiver request and proof of notification to an assist agency is submitted at the time of bid/proposal opening. Once the bids have been opened, the lowest responsive and responsible bidder so deemed by the Chief Procurement Officer or authorized designee will have no more than fourteen (14) calendar days to submit to the Department of Procurement complete documentation that adequately addresses the conditions for waiver described herein. Proposers responding to Request for Proposals (RFPs) who have been identified as a short listed candidate and/or a prospective awardee will be given a designated time allowance, but no more than fourteen (14) calendar days to submit to the Department of Procurement Services complete documentation that adequately addresses the conditions for waiver described herein. Respondents to Request for Information and or Qualifications (RFI/RFQs) deemed by the Chief Procurement Officer or authorized designee to be the most responsive and responsible shall submit documentation that adequately addresses the conditions for waiver described herein during negotiations. Failure to submit documentation sufficient to support the waiver request will cause the bid/proposal to be found non-responsive by the Chief Procurement Officer, and the bid/proposal will be rejected. In such cases the remedies to be taken by the Chief Procurement Officer, in his discretion, may include, but are not limited to, forfeiture of bid deposit; negotiating with the next lowest bidder/proposer; or re-advertising the bid/proposal. All bidders/proposers are encouraged to submit all required documents at the time of bid opening to expedite the contract award.

A. Direct/Indirect Participation

Each of the following elements must be present in order to determine whether or not such a reduction or waiver is appropriate.

- 1. The bidder/proposer has documented the unsuccessful solicitation for either subcontractors or joint venture partners of at least 50% (or at least five when there are more than eleven certified firms in the commodity area) of the appropriate certified MBE/WBE firms to perform any direct or indirect work identified or related to the advertised bid/proposal. Direct participation involves subcontracting a portion of the goods/services specifically required in the bid/proposal. Indirect participation is the subcontracting of goods/services not specifically related to the performance of this contract. Documentation must include but is not necessarily limited to:
 - a. A detailed statement of efforts to identify and select portions of work identified in the bid solicitation for subcontracting to certified MBE/WBE firms;
 - b. A listing of all MBE/WBE firms contacted that includes:
 - (1) Names, address and telephone numbers of MBE/WBE firms solicited;
 - (2) Date and time of contact;
 - (3) Method of contact (written, telephone, facsimile, etc.)
 - c. Copies of letters or any other evidence of mailing that substantiates outreach to MBE/WBE vendors that includes:
 - (1) Project identification and location;
 - (2) Classification/commodity of work items for which quotations were sought;
 - (3) Date, item and location for acceptance of subcontractor bid proposals;

- (4) Detailed statement which summarizes direct negotiations with appropriate MBE/WBE firms for specific portion of the work and indicates why negotiations were unsuccessful;
- (5) Affirmation that good faith efforts have been demonstrated by choosing subcontracting opportunities likely to achieve MBE/WBE goals by not imposing any limiting conditions which were not mandatory for all subcontractors; or denying the benefits ordinarily conferred on MBE/WBE subcontractors for the type of work that was solicited.

OR

- 2. Subcontractor participation will be deemed excessively costly when the MBE/WBE subcontractor proposal exceeds the average price quoted by more than twenty percent (20%). In order to establish that a subcontracts' quote is excessively costly, the bidder/proposer must provide the following information:
 - a. A detailed statement of the work identified for MBE/WBE participation for which the bidder/proposer asserts the MBE/WBE quote(s) were excessively costly (in excess of 20% higher).
 - (1) A listing of all potential subcontractors contacted for a quotation on that work item;
 - (2) Prices quoted for the subcontract in question by all such potential subcontractors for that work item.
 - b. Other documentation which demonstrates to the satisfaction of the Chief Procurement Officer that the MBE/WBE proposals are excessively costly, even though not in excess of 20% higher than the average price quoted. This determination will be based on factors that include, but are not limited to the following:
 - (1) The City's estimate for the work under a specific subcontract;
 - (2) The bidder/proposer's own estimate for the work under the subcontract;
 - (3) An average of the bona fide prices quoted for the subcontract;
 - (4) Demonstrated increase in other contract costs as a result of subcontracting to the M/WBE or other firm.

B. Assist Agency Participation

Every waiver and/or reduction request must include evidence that the bidder/proposer has provided timely notice of the need for subcontractors to an appropriate association/assist agency representative of the MBE/WBE business community.

The notice requirement of this Section will be satisfied if a bidder/proposer contacts at least one of the associations on Attachment A when the prime contractor seeks a waiver or reduction in the utilization goals. Attachment B provides the letter format that a prime contractor may use. Proof of notification prior to bid submittal (e.g. certified mail receipt or facsimile transmittal receipt) will be required for any bid/proposal submitted to be deemed responsive on the date of bid opening. If deemed appropriate, the Chief Procurement Officer or Contract Compliance Officer may contact the assist agency for verification of notification.

C. Impracticability

- 1. If the Chief Procurement Officer determines that a lesser MBE and/or WBE percentage standard is appropriate with respect to a particular contract subject to competitive bidding prior to the bid solicitations for such contract, bid specifications shall include a statement of such revised standard.
- 2. The requirements set forth in these Regulations shall not apply where the Chief Procurement Officer determines prior to the bid solicitations that MBE/WBE subcontractor participation is impracticable.

This may occur whenever the Chief Procurement Officer determines that for reasons of time, need, industry practices or standards not previously known by the Procurement Department administrator, or such other extreme circumstances as may be deemed appropriate, such a Waiver is in the best interests of the City. This determination may be made in connection with a particular contract, whether before the contract is let for bid, during the bid or award process, before or during negotiation of the contract, or during the performance of the contract.

For all notifications required to be made by bidders/proposers, in situations where the Chief Procurement Officer has determined that time is of the essence, documented telephone contact may be substituted for letter contact.

VI. <u>Procedure To Determine Bid Compliance</u>

The following Schedules and described documents constitute the bidder's MBE/WBE proposal, and must be submitted in accordance with the guidelines stated:

A. <u>Schedule C-1: Letter of Intent from MBE/WBE to Perform as Subcontractor, Supplier and/or Consultant.</u>
A <u>Schedule C-1</u> executed by the MBE/WBE (subcontractor or Joint Venture partner) must be submitted by the bidder/proposer for each MBE/WBE included on their <u>Schedule D-1</u> and must accurately detail the work to be performed by the MBE/WBE and the agreed rates and prices to be paid.

If any fully completed and executed <u>Schedule C-1</u> is not submitted with the bid/proposal, it must be received by the Contract Administrator within ten (10) days of the bid/proposal opening. (All post bid/proposal submissions must have original signatures on all documents). Failure to submit a completed <u>Schedule C-1</u> in accordance with this section shall entitle the City to deem the bid/proposal non-responsive and therefore reject the bid/proposal.

B. <u>Letters of Certification</u>.

A copy of each proposed MBE/WBE firm's current Letter of Certification from the City of Chicago must be submitted with the bid/proposal.

All Letters of Certification issued by the City of Chicago include a statement of the MBE/WBE firm's Area of Specialty. The MBE/WBE firm's scope of work, as detailed by their Schedule C-1, must conform to their stated Area of Specialty.

C. Joint Venture Agreements.

If the bidder's/proposer's MBE/WBE proposal includes the participation of an MBE/WBE as joint venture on any tier (either as the bidder/proposer or as a subcontractor), the bidder/proposer must provide a copy of the joint venture agreement.

Schedule D-1: Affidavit of MBE/WBE Goal Implementation Plan

Bidders must submit, together with the bid, a completed <u>Schedule D-1</u> committing them to the utilization of each listed MBE/WBE firm.

Except in cases where the bidder/proposer has submitted a request for a complete waiver of or variance from the MBE/WBE commitment in accordance with Section V. herein, the bidder/proposer must commit to the expenditure of a specific dollar amount of participation and a specific percentage of the total award amount for each MBE/WBE firm included on their Schedule D-1. The total dollar commitment to proposed MBEs must at least equal the MBE goal, and the total dollar commitment to proposed WBEs must at least equal the WBE goal. Bidders are responsible for calculating the dollar equivalent of the MBE and WBE goals as percentages of their total base bids or in the case of Term Agreements, as percentages of the total estimated usage.

All commitments made by the bidder's <u>Schedule D-1</u> must conform to those presented in the submitted <u>Schedule C-1</u>. If <u>Schedule C-1</u> is submitted after the bid opening (see Section VI. A., above), the bidder/proposer may submit a revised <u>Schedule D-1</u> (executed and notarized) to conform with the <u>Schedule C-1</u>. Except in cases where substantial and documented justification is provided, bidders/proposers will not be allowed to reduce the dollar commitment made to any MBE or WBE in order to achieve conformity between the <u>Schedules C-1 and D-1</u>.

VII. Reporting Requirements During The Term of The Contract

- A. The Contractor shall, not later than thirty (30) days from the award of a contract by the City, execute formal contracts or purchase orders with the MBEs and WBEs included in their approved MBE/WBE Utilization Plan. These written agreements shall be made available to the Chief Procurement Officer upon request.
- B. In the case of one time procurements of supplies with either single or multiple deliveries to be performed in less than one year from the date of contract award, an "MBE/WBE Utilization Report," indicating final MBE and WBE payments shall be submitted directly to the Department of Procurement Services so as to assure receipt either at the same time, or before the using Department receives the contractor's final invoice. Final payments may be held until the Utilization Reports have been received.

 NOTICE: Do not submit invoices with "MBE/WBE Utilization Reports."
- C. During the term of all other contracts, the contractor shall submit regular "MBE/WBE Utilization Reports," a copy of which is attached. The frequency with which these reports are to be submitted will be determined by the Chief Procurement Officer, but in no case will reports be required less often than on a quarterly basis.

 In the absence of written notice from the Chief Procurement Officer, the contractor's first "MBE/WBE Utilization Report" will be due ninety (90) days after the date of contract award, and reports will be due quarterly thereafter.
- D. "MBE/WBE Utilization Reports" are to be submitted directly to: Department of Procurement Services, Office of Vendor Relations, City Hall, Room 403, 121 N. LaSalle Street, Chicago, Illinois 60602.
- E. The Contract Compliance Administrator shall be entitled to examine, on five (5) business days notice, the contractor's books and records including without limitation payroll records, tax returns and records, and books of account, to determine whether the contractor is in compliance with its commitment to MBE/WBE participation and the status of any MBE or WBE performing any portion of the contract. Such rights are in addition to any other audit inspection rights contained in the contract.

VIII. MBE/WBE Substitutions

Changes by the contractor of the commitments earlier certified in the <u>Schedule D-1</u> are prohibited. In some cases, however, it may become necessary to substitute a new MBE or WBE in order to actually fulfill the MBE/WBE requirements.

The contractor must notify the Chief Procurement Officer immediately in writing of the necessity to reduce or terminate an MBE/WBE subcontract and to utilize a substitute firm for some phase of work. The contractor's notification should include the reason for the substitution request, as well as, the name, address and principal official of the substitute MBE/WBE and the dollar value and scope of work of the subcontract. Attached should be all the requisite MBE/WBE affidavits and documents, as enumerated above in Section VI. above, "Procedure to Determine Bid Compliance."

The City will not approve extra payment for escalated costs incurred by the contractor when a substitution of subcontractors becomes necessary for the contractor in order to comply with MBE/WBE contract requirements.

After award of contract, no relief of the MBE/WBE requirements will be granted by the City except in exceptional circumstances. Requests for complete or partial waiver of the MBE/WBE requirements of this contract must be made in writing, stating all details of the request, the circumstances, and any additional relevant information. The request must be accompanied by a record of all efforts taken by the contractor to locate specific firms, solicit MBE/WBE bids, seek assistance from technical assistance agencies, etc., as outlined above in the section V. above, entitled "Regulations Governing Reductions To or Waiver of MBE/WBE Goals".

IX. Non-Compliance and Damages

The following constitutes a material breach of this contract and shall entitle the City to declare a default, terminate the contract and exercise those remedies provided for in the contract, at law or in equity:

- (1) failure to satisfy the MBE/WBE percentages required by the contract; and
- (2) the contractor or subcontractor is disqualified as an MBE or WBE, and such status was a factor in contract award, and was misrepresented by the contractor.

In the event that the contractor is determined not to have been involved in any misrepresentation of the status of the disqualified subcontractor or supplier, the contractor shall seek to discharge the disqualified subcontractor or supplier, upon proper notification to the Chief Procurement Officer and/or Contract Compliance Administrator and make every effort to identify and engage a qualified MBE or WBE as its replacement. Furthermore, continued eligibility to enter into future contracting arrangements with the City may be jeopardized as a result of non-compliance. Payments due to the contractor may be withheld until corrective action is taken.

X. Arbitration

A. In the event that a contractor has not complied with the contractual MBE/WBE percentages in its Schedule D, underutilization of MBEs/WBEs shall entitle the affected MBE/WBE to recover from the contractor damages suffered by such entity as a result of being underutilized; provided, however, that this provision shall not apply to the extent such underutilization occurs pursuant to a waiver or substitution approved by

the City. The Ordinance and contracts subject thereto provide that any disputes between the contractor and such affected MBEs/WBEs regarding damages shall be resolved by binding arbitration before an independent arbitrator other than the City, with reasonable expenses, including attorney's fees, being recoverable by a prevailing MBE/WBE in accordance with these regulations. This provision is intended for the benefit of any MBE/WBE affected by underutilization and grants such entity specific third party beneficiary rights. Any rights conferred by this regulation are non-waivable and take precedence over any agreement to the contrary, including but not limited to those contained in a subcontract, suborder, or communicated orally between a contractor and an MBE/WBE.

- An MBE/WBE desiring to arbitrate shall contact the contractor in writing to initiate the arbitrative process. Except as otherwise agreed to in writing by the affected parties subject to the limitation contained in the last sentence of the previous paragraph, Section X. A. above, within ten (10) days of the contractor receiving notification of the intent to arbitrate from the MBE/WBE the above-described disputes shall be arbitrated in accordance with the Commercial Arbitration Rules of the American Arbitration Association ("AAA"), a not-for-profit agency, with an office at 225 North Michigan Avenue, Suite 2527, Chicago, Illinois 60601-7601 [Phone: (312) 616-6560; Fax: (312) 819-0404]. All such arbitrations shall be initiated by the MBE/WBE filing a demand for arbitration with the AAA; shall be conducted by the AAA; and held in Chicago, Illinois.
- C. All fees of the arbitrator are the initial responsibility of the MBE/WBE; provided, however, that the arbitrator is authorized to award reasonable expenses, including attorney's and arbitrator fees, as damages to a prevailing MBE/WBE.
- D. The MBE/WBE must send the City a copy of the "Demand for Arbitration" within ten (10) days after it is filed with the AAA. The MBE/WBE also must send the City a copy of the decision of the arbitrator within ten (10) days of receiving such decision. Judgment upon the award rendered by the arbitrator may be entered in any court of competent jurisdiction.

XI. Record Keeping

The Contractor shall maintain records of all relevant data with respect to the utilization of MBEs/WBEs, retaining these records for a period of at least three years after final acceptance of the work. Full access to these records shall be granted to the City of Chicago, Federal or State authorities in this project, the U.S. Department of Justice, or any duly authorized representatives thereof.

XII. <u>Information Sources</u>

Small business guaranteed loans; surety bond guarantees; 8 (a) certification:

U.S. Small Business Administration 500 W. Madison Street, Suite 1250 Chicago, Illinois 60661 General Information (312) 353-4528 S.B.A. - Bond Guarantee Program Surety Bonds 500 West Madison, Suite 1250 Chicago, Illinois 60661 Attention: Carole Harris (312) 353-4003

S.B.A. - Procurement Assistance

500 West Madison, Suite 1250 Chicago, Illinois 60661 Attention: Robert P. Murphy, Area Regional Administrator (312) 353-7381

Project information and general MBE/WBE information:

City of Chicago
Department of Procurement
Office of Vendor Relations

City Hall - Room 403 Chicago, Illinois 60602 Attention:

(312) 744-7655

City of Chicago
Department of Procurement
Contract Administration Division

City Hall - Room 403 Chicago, Illinois 60602 Attention: Byron Whittaker

(312) 744-4926

Directory of Certified Disadvantaged, Minority and Women Business Enterprises:

City of Chicago
Department of Procurement
Office of Business Development -Certification Unit

City Hall - Room 403 Chicago, Illinois 60602 Attention: Lillie Cooper

(312) 744-1896

General Information, Department of Procurement Services: www.cityofchicago.org/purchasing

Information on MBE/WBE availability in the manufacturing, sales or supplies, and related fields (direct assistance from 42 regional affiliates located throughout the U.S.):

National Minority Suppliers Development Council, Inc.

1040 Avenue of the Americas, 2nd floor New York, New York 10018 Attention: Harriet R. Michel

(212) 944-2430

Chicago Minority Business Development Council

1 East Wacker Drive

Suite 1200

Chicago, Illinois 60601

Attention: Tracye Smith, Executive Director

Phone #: (312) 755-8880 Fax #: (312) 755-8890

MBE/WBE Professional Services rev. 10/16/03 (dlh)

ATTACHMENT A - ASSIST AGENCY

African American Contractors Association

3901 S. State Chicago, IL 60653

Phone #: (312) 915-5960 Fax #: (312) 567-9919

Web: none

Email: omaraaca@hotmail.com Attn: Omar Shareef, President

Asian American Alliance 222 W. Cermak Road Suite 303

Chicago, IL 60616

Phone #: (312) 293-1249 Fax #: (312) 293-3642

Web: www.asianamericanalliance.com Email: ctakada@asianamericanalliance.com Attn: Mitch Schneider, Executive Director

Association of Asian Construction Enterprises

333 N. Ogden Avenue Chicago, IL 60607

Phone #: (312) 563-0746 Fax #: (312) 666-1785

Web: None

Attn: Perry Nakachi, President

Black Contractors United 400 W. 76th Street Suite 200

Chicago, IL 60620

Phone #: (773) 483-4000 Fax #: (773) 483-4150

Web: www.blackcontractorsunited.com
Attn: Florence Cox, Executive Director

Chicago Minority Business Development

Council, Inc.

1 East Wacker Drive

Suite 1200

Chicago, IL 60601

Phone #: (312) 755-8880 Fax #: (312) 755-8890 Web: www.cmbdc.org

Attn: Tracye Smith, Executive Director

Chicago Urban League 220 S. State Street

11th Floor

Chicago, IL 60604

Phone #: (312) 692-0766 Ext. 256

Fax #: (312) 692-0769
Web: www.cul-chicago.org
Email: jarchie@cul-chicago.org
Attn: Joan Archie, Director of
Employment, Counseling & Training

Cosmopolitan Chamber of Commerce 560 West Lake St., Suite 5th Floor

Chicago, IL 60661

Phone #: (312) 786-0212 Fax #: (312) 234-9807 Web: www.cchamber.org

Attn: Gloria Bell, Executive Director

Federation of Women Contractors

5650 S. Archer Avenue

Chicago, IL 60638

Phone #: (312) 360-1122 Fax #: (312) 360-0239 Web: <u>www.fwcchicago.com/</u>

Attn: Beth Doria, Executive Director

Hispanic American Contractors Industry

Association (HACIA)

901 West Jackson Boulevard

Suite 205

Chicago, IL 60607

Phone #: (312) 666-5910 Fax #: (312) 666-5692 Web: www.haciaworks.org

Email: mailto:csatoy@hacia works.org
Attn: Cesar A. Santoy, Executive Director

Latin American Chamber of Commerce

3512 West Fullerton Avenue

Chicago, IL 60647

Phone #: (773) 252-5211 Fax #: (773) 252-7065

Web: <u>www.latinamericanchamberofcommerce.com</u> Email: lacc@latinamericanchamberofcommerce

Attn: Anthony Guillen, Director

ATTACHMENT A - ASSIST AGENCY

Illinois Hispanic Chamber of Commerce

(Formerly MACC) 33 N. Lasalle Street

Suite 1720

Chicago, IL 60602

Phone #: (312) 372-3010 Fax #: (312) 372-3403

Web: www.maccbusiness.com

Attn: Juan Ochoa, President & CEO

National Association of Women Business

Owners

Chicago Chapter 330 S. Wells Street

Suite 1110

Chicago, IL 60606

Phone #: (312) 322-0990 Fax #: (312) 461-0238

Web: www.nawbochicago.org
Email: info@nawbochicago.com
Attn: Clair Gregoire, President

Rainbow/PUSH Coalition

930 E. 50th Street Chicago, IL 60615

Phone #: (773) 256-2728 Fax #: (773) 256-2751 Web: www.rainbowpush.org

Attn: Donna Gaines, Deputy Director Trade

Bureau

Suburban Black Contractors

848 Dodge Avenue

Suite 347

Evanston, IL 60202

Phone #: (847) 359-5356 Fax #: (847) 359-5367

Web: None

Attn: Larry Bullock, President

REV. 3/17/05

Successful Independent Network Association

(SIN)

<u>Street Address:</u>
2100 W. Washington
Chicago, IL 60612

Mailing Address:
P.O. Box 1113
Chicago, IL 60608

Phone #: (312) 850-1665 Fax #: (312) 850-1665

Web: None

Attn: Diane Jones, President

Attn: Arnette King, General Manager

Triton College

Small Business Development Center

2000 Fifth Avenue

Room R-201

River Grove, IL 60171

Phone #: (708) 456-0300 Ext. 3714

Fax #: (708) 583-3114 Web: <u>www.triton.edu</u> Email: <u>gbarnes@triton.edu</u>

Attn: Mary Ann Olson, Dean of Workforce

Development

Uptown Center Hull House 4520 N. Beacon Street Chicago, IL 60640

Phone #: (773) 561-3500 Fax #: (773) 561-3507

Web: www.hullhouse.org/edu.htm

EMAIL: mailto:croeschley@hullhouse.org

Attn: Curt Roeschley, Director Small Business Development

Women's Business Development Center

8 South Michigan Avenue

Suite 400

Chicago, IL 60603

Phone #: (312) 853-3477 Fax #: (312) 853-0145 Web: www.wbdc.org

EMAIL: mailto:hratner@wbdc.org
Attn: Hedy Ratner, Executive Director

The Chicago Area Gay & Lesbian Chamber of

Commerce

1210 W. Rosedale Chicago, IL 60660 Phone #: (773) 303-0167 Fax #: (773) 303-0168

Web: http://www.glchamber.org/
Barry A. Flynn, Executive Director

SCHEDULE B: Affidavit of Joint Venture (MBE/WBE)

This form need not be submitted if all joint venturers are MBEs and/or WBEs. In such a case, however, a written joint venture agreement among the MBE and WBE venturers must be submitted. In all proposed joint ventures, each MBE and/or WBE venturer must submit a copy of their current Letter of Certification.

All Information Requested by this Schedule must Be Answered in the Spaces Provided. Do Not Refer to Your Joint Venture Agreement Except to Expand on Answers Provided on this Form. If Additional Space is Required, Additional Sheets May Be Attached.

l.	Name	e of joint v	venture:
	Addre	ess of join	t venture:
	Phon	e number	of joint venture:
11.	ldent	ify each n	on-MBE/WBE venturer(s):
	Name	e of Firm:	
	Phon	e:	for matters concerning MBE/WBE compliance:
	Conta	act persor	for matters concerning MBE/WBE compliance:
Ш.	ldent	ifv each N	MBE/WBE venturer(s):
		,	
		-	
	Cont	act nersor	n for matters concerning MBE/WBE compliance:
IV.			ole(s) of the MBE and/or WBE venturer(s) in the joint venture:
1 .	Desc	inde die N	Sicts, of the Pribe that of Pribe vertearer to all the Joine Vertearer.
	 	· ·	
v.	Attac	h a conv	of the joint venture agreement. In order to demonstrate the MBE and/or WBE venturer's share
٧.	in the	n a copy	nip, control, management responsibilities, risks and profits of the joint venture, the proposed
	III UIII	e owners:	greement must include specific details related to: (1) the contributions of capital and
	joint	venture a) work items to be performed by the MBE/WBE's own forces; (3) work items to be performed
	equi	pment; (2	ervision of the MBE/WBE venturer; and (4) the commitment of management, supervisory and
	unde	er the supe	ervision of the MBE/VVBE venturer; and (4) the commitment of management, supervisory and
			onnel employed by the MBE/WBE to be dedicated to the performance of the project.
VI.	<u>Own</u>	<u>iership of</u>	the Joint Venture.
	A. V	Vhat are tl	he percentage(s) of MBE/WBE ownership of the joint venture?
			MBE/WBE ownership percentage(s)
			Non-MBE/WBE ownership percentage(s)
	рс	nocify AAD	E/WBE percentages for each of the following (provide narrative descriptions and other detail as
		pechy ivid icable):	THE PERCENTAGES TO CACH OF the following sprovide narrative descriptions and other detail as
	аррп	icabie).	
	1.	Profit a	and loss sharing:
	2.	Capita	l contributions:
		(a)	Dollar amounts of initial contribution:
		(la)	Dollar amounts of anticipated on-going contributions:
		(b)	Donar amounts of anticipated off-going contributions.

3.	each venturer):
4.	Other applicable ownership interests, including ownership options or other agreements which restrict or limit ownership and/or control:
5.	Provide copies of <u>all</u> written agreements between venturers concerning this project.
6.	Identify each current City of Chicago contract (and each contract completed during the past two (2) years) by a joint venture of two or more firms participating in this joint venture:
Α.	Joint venture check signing:
В.	Authority to enter contracts on behalf of the joint venture:
C.	
	Signing, co-signing and/or collateralizing loans:
	Signing, co-signing and/or collateralizing loans:
D.	Signing, co-signing and/or collateralizing loans: Acquisition of lines of credit:

	E.	Acquisition and indemnification of payment and performance bonds:
• .		
	F.	Negotiating and signing labor agreements:
	G.	Management of contract performance. (Identify by name and firm only):
		1. Supervision of field operations:
	· -	2. Major purchases:
		3. Estimating:
· -		4. Engineering:
VIII.	Financ A.	ial Controls of joint venture: Which firm and/or individual will be responsible for keeping the books of account?
	В.	Identify the "managing partner," if any, and describe the means and measure of their compensation:
•		
	C.	What authority does each venturer have to commit or obligate the other to insurance and bonding companies, financing institutions, suppliers, subcontractors, and/or other parties participating in the performance of this contract or the work of this project?
	-	

IX. State the approximate number of operative personnel (by trade) needed to perform the joint venture's work under this contract. Indicate whether they will be employees of the non-MBE/WBE firm, the MBE/WBE firm, or the joint venture.

Trade	Non-MBE/WBE Firm (Number)	MBE/WBE (Number)	Joint Venture (Number)
	· · · · · · · · · · · · · · · · · · ·	1	
one facilities from the facilities of			
s. Are <u>any</u> prop Curre	posed for this project will be emplo posed joint venture employees curre ently employed by non-MBE/WBE (ently employed by eith number) Emp	er venturer? ployed by MBE/WBE
. Are <u>any</u> prop Curre . Identify by n	osed joint venture employees curre	ently employed by eith number) Emp	er venturer? ployed by MBE/WBE iring joint venture employee
. Are <u>any</u> prop Curre . Identify by n . Which ventu	posed joint venture employees curre ently employed by non-MBE/WBE (ame and firm the individual who w	ently employed by eith number) Emp ill be responsible for hi aration of joint venture	er venturer? ployed by MBE/WBE iring joint venture employee payrolls:
. Are <u>any</u> prop Curre . Identify by n . Which ventu	posed joint venture employees curre ently employed by non-MBE/WBE (ame and firm the individual who w arer will be responsible for the prep	ently employed by eith number) Emp ill be responsible for hi aration of joint venture	er venturer? ployed by MBE/WBE iring joint venture employee payrolls:
. Are <u>any</u> prop Curre . Identify by n . Which ventu	posed joint venture employees curre ently employed by non-MBE/WBE (ame and firm the individual who w arer will be responsible for the prep	ently employed by eith number) Emp ill be responsible for hi aration of joint venture	er venturer? ployed by MBE/WBE iring joint venture employee. payrolls:
. Are <u>any</u> prop Curre . Identify by n . Which ventu	posed joint venture employees curre ently employed by non-MBE/WBE (ame and firm the individual who w arer will be responsible for the prep	ently employed by eith number) Emp ill be responsible for hi aration of joint venture	er venturer? ployed by MBE/WBE iring joint venture employee. payrolls:
. Are <u>any</u> prop Curre . Identify by n . Which ventu	posed joint venture employees curre ently employed by non-MBE/WBE (ame and firm the individual who w arer will be responsible for the prep	ently employed by eith number) Emp ill be responsible for hi aration of joint venture	er venturer? ployed by MBE/WBE iring joint venture employee: payrolls:

Χ.

The undersigned affirms that the foregoing statements are correct and include all material information necessary to identify and explain the terms and operations of our joint venture and the intended participation of each venturer in the undertaking. Further, the undersigned covenant and agree to provide to the City current, complete and accurate information regarding actual joint venture work and the payment therefore, and any proposed changes in any provision of the joint venture agreement, and to permit the audit and examination of the books, records and files of the joint venture, or those of each venturer relevant to the joint venture by authorized representatives of the City or the Federal funding agency.

Any material misrepresentation will be grounds for terminating any contract which may be awarded and for initiating action under federal or state laws concerning false statements.

Note: If, after filing this Schedule B and before the completion on the joint venture's work on the project, there is any change in the information submitted, the joint venture must inform the City of Chicago, either directly or through the prime contractor if the joint venture is a subcontractor.

and the first of the control of the	the second of th
Name of MBE/WBE Partner Firm	Name of Non-MBE/WBE Partner Firm
ignature of Affiant	Signature of Affiant
Name and Title of Affiant	Name and Title of Affiant
Date	Date
On this day of , 20	, the above-signed officers
names of affiants)	.
personally appeared and, known to me acknowledged that they executed the so purpose therein contained.	be the persons described in the foregoing Affidavi ame in the capacity therein stated and for the
N WITNESS WHEREOF, I hereunto set	t my hand and official seal.
	Signature of Notary Public
My Commission Expires:	
	(SEAL)

SCHEDULE C-1

Letter of Intent from MBE/WBE to Perform as Subcontractor, Supplier and/or Consultant

Name of Project/Contract: Telecommunications Services Specification Number: 37989 From: Computer Resource Solutions MBE: Yes (Name of MBE/WBE Firm) WBE: Yes To:___ AT&T _and the City of Chicago: (Name of Prime Contractor - Bidder/Proposer) The undersigned intends to perform work in connection with the above projects as a: Sole Proprietor X Corporation _Partnership Joint Venture The MBE/WBE status of the undersigned is confirmed by the attached letter of Certification from the City of Chicago effective date of _____ March 1, 2008 to March 1, 2009 for a period of one year. The undersigned is prepared to provide the following described services or supply the following described goods in connection with the above named project/contract: Professional and Temporary Services The above described performance is offered for the following price and described terms of payment: **Professional and Temporary Services** If more space is needed to fully describe the MBE/WBE firm's proposed scope of work and/or payment schedule, attach additional sheets. 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, and will do so within (3) three working days of receipt of a signed contract from the City of Chicago. (Signature of Owner or Authorized Agent) OFFICIAL SEAL ROXANE WYMAN Notary Public - State of Illinois y Commission Expires Dec. 12, 2009



City of Chicago Richard M. Daley, Mayor

Department of Procurement Services

Montel M. Gayles Chief Procurement Officer

City Hall, Room 403
121 North LaSalle Street
Chicago, Illinois 60602
(312) 744-4900
(312) 744-2949 (TTY)
http://www.cityofchicago.org

February 10, 2009

Michael Gaines

Computer Resource Solutions, Inc.

One Pierce Place – Suite 325-W

Itasca, Illinois 60143

Annual Certificate Expires: Vendor Number:

<u>January 1, 2010</u> 1064156

Dear Mr. Gaines:

Congratulations on your continued eligibility for certification as a **MBE** by the City of Chicago. This **MBE** certification is valid until **January 1, 2013**; however your firm must be re-validated annually. Your firm's next annual validation is required by **January 1, 2010.**

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

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

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

Information Technology Consulting and Staffing Services; Office Administrative Services; Temporary Personnel Services

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

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

Sincerely.

Mark Hands

Managing Deputy Procurement Officer

MH/la







City of Chicago Richard M. Daley, Mayor

Department of Procurement Services

Barbara A. Lumpkin Chief Procurement Officer

City Hall, Room 403 121 North Eastaile Street Chicago, Himos 60602 (312) 744-4900 (312) 744-2949 (TTY) http://www.cityofchicago.org August 31, 2007

Michael Gaines Computer Resource Solutions, Inc. One Pierce Place – Suite 325-W Itasca, Illinois 60143

> Annual Certificate Expires: Vendor Number:

January 1, 2009 1064156

Dear Mr. Gaines:

We are pleased to inform you that Computer Resource Solutions, Inc. has been certified as a MBE by the City of Chicago. This MBE certification is valid until January 1, 2013; however your firm must be re-validated annually. Your firm's next annual validation is required by January 1, 2009.

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

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

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

Information Technology Consulting and Staffing Services; Office Administrative Services; Temporary Personnel Services

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

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

Sincerely,

Lori Apri Lypson (/)
Deputy Procurement Officer

LAL/lac

CIGO

SCHEDULE C-1

Letter of Intent from MBE/WBE to Perform as Subcontractor, Supplier and/or Consultant

	Name of Project/Co	ontract: <u>Telecommu</u>	nications	Servic	es	
Specification	on Number: <u>3798</u>			····		
rom: <u>Archon Construct</u> (Name of MBE/W		MBE: Yes WBE: Yes				
Го: <u>AT&T</u>			he City o			_
O: AT&T (Name of Prime Contractor	- Bidder/Proposer)	and	are city o	Cilica	igo.	
The undersigned intend	s to perform work in c	onnection with the	above pro	oiects a	as a:	
Sole		X Cor		J ·		
Part	nership	Join				<i>f</i>
The MBE/WBE status of to Chicago effective date of for a period of or	December 15	firmed by the attac	hed letter	of Cei	tifica to	tion from the City of December 1, 2009
he undersigned is prepoods in connection with Construction, utili	ared to provide the fol the above named pro ty/underground proje	ject/contract:				
he above described per Construction, utili	formance is offered fo	r the following pric	e and des 45	cribed	term	s of payment:
more space is needed t chedule, attach addition	o fully describe the M al sheets.	BE/WBE firm's prop	osed scop	oe of w	ork a	nd/or payment
he undersigned will ento ontractor, conditioned o nree working days of rec	ipon your execution o	f a contract with the	e City of (Chicag	th you o, ane	as a Prime I will do so within (3)
	Ke	(Signature of Own Luin R Ray Name /Title 2/19/2 00 Date 0.495.0015	Pror Authorize	ed Agent)	3R	



City of Chicago Richard M. Daley, Mayor

Department of Procurement Services

Montel M. Gayles Chief Procurement Officer

City Hall, Room 403
121 North LaSalle Street
Chicago, Illinois 60602
(312) 744-4900
(312) 744-2949 (TTY)
http://www.cityofchicago.org

December 15, 2008

Leta Loizzo, President Archon Construction Company, Inc. 563 S. Rt. 53 Addison, Illinois 60101

Annual Certificate Expires: Vendor Number:

December 1, 2009 1064051

Dear Ms. Loizzo:

We are pleased to inform you that Archon Construction Company, Inc. has been certified as a Women Owned Business Enterprise (WBE) by the City of Chicago. This WBE certification is valid until December 1, 2013; however your firm must be revalidated annually. Your firm's next annual validation is required by December 1, 2009.

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

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

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

Underground Utilities Contractor

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

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

Sincerely

Lori Apri Lytson
Deputy Producement Officer

LAL/ds

NEIGHBORHOODS





SCHEDULE D-1

Affidavit of MBE/WBE Goal Implementation Plan

		Project Name : Telecommunication Services
State	of	Illinois
Cour	nty (Cit	y) of <u>Chicago</u>
I HER	EBY D	ECLARE AND AFFIRM that I am duly authorized representative of:
	AT&	Γ
		Name of Prime Consultant/Contractor
and t descr	hat I h ibing d	ave personally reviewed the material and facts set forth herein our proposed plan to achieve the MBE/WBE goals of this contract.
All Mi of Ch	BE/WBI icago (E firms included in this plan have been certified as such by the City (Letters of Certification Attached).
1.	Certif MBE o	or WBE Prime Consultant/Contractor. If prime consultant is a fied MBE or WBE firm, attach copy of City of Chicago Letter of fication. (Certification of the prime consultant as a MBE satisfies the goal only. Certification of the prime consultant as a WBE satisfies (BE goal only.)
II.	copie clearl	and WBEs as Joint Venturers. If prime consultant is a joint venture me or more joint venture partners are certified MBEs or WBEs, attach s of Letters of Certification and a copy of Joint Venture Agreement y describing the role of the MBE/WBE firm(s) and its ownership set in the joint venture.
III.	MBE/\ subco	WBE Subconsultants. Complete for each MBE/WBE nsultant/subcontractor/supplier.
	1.	Name of MBE/WBE: Computer Resource Solutions Inc.
		Address: One Pierce Pl., Suite 325w, Itasca, IL 60143
		Contact Person: Michael Gaines Phone: (603) 467-1009
		Dollar Amount of Participation \$_21,125,000*
		Percent Amount of Participation: 16.9* %

^{*} NOTE: Dollar Amount of Participation is an estimated total for indirect MBE/WBE participation for the 5-year contract term. AT&T reserves the right to substitute City of Chicago certified MBE/WBE subconsultants/subcontractors/suppliers with prior written approval from the City of Chicago, Department of Procurement, Compliance Unit Deputy.

2.	Name of MBE/WBE: Archon Construction Inc.
	Address: 563 S. Route 53, Addison, IL 60101
	Contact Person: Leta Loizzo Phone: (603) 495-0015
	Dollar Amount of Participation \$_5,625,000*
	Percent Amount of Participation: 4.5* %
3.	Name of MBE/WBE:
	Address:
	Contact Person:Phone:
	Dollar Amount of Participation \$
	Percent Amount of Participation:%
4.	Name of MBE/WBE:
	Address:
	Contact Person: Phone:
	Dollar Amount of Participation \$
	Percent Amount of Participation:%
5.	Name of MBE/WBE:
	Address:
	Contact Person: Phone:
	Dollar Amount of Participation \$
	Percent Amount of Participation:%

^{*} NOTE: Dollar Amount of Participation is an estimated total for indirect MBE/WBE participation for the 5-year contract term. AT&T reserves the right to substitute City of Chicago certified MBE/WBE subconsultants/subcontractors/suppliers with prior written approval from the City of Chicago, Department of Procurement, Compliance Unit Deputy.

6.	Name of MBE/WBE:		
,		Pho	
		ticipation \$	· · · · · ·
	Percent Amount of Pa		
8.	Attach additional she	ets as needed.	
IV. Sum	nmary of MBE Proposal:		
	r Resource Solutions_ 	\$_21,125,000_ \$ \$	of participation _ 16.9 _ % % %
Total MBE	Participation:	\$ \$_21,125,000_	% 16.9 %
V. Sum	mary of WBE Proposal:		
WBE Firm N _Archon Co	onstruction_ 	Dollar Amount of Participation \$_ 5,625,000 _ \$	%
Total WBE F	articipation:	\$ \$_5,625,000_	% % 4.5_%
been omitte	of my knowledge, inforr ions contained in this Sc ed. tor designates the follow	hedule are true, and no	o material facts have
Name	Joan Kerr Ph	one Number: (92 5) 824-5507
l do solemn the foregoir	ly declare and affirm und ago document are true and e contractor, to make thi	ler penalties of perjury d correct, and that I am s affidavit.	that the courses of
State of	_ Dllewis	ature of Affiant (Date)	
County of	Cook		

This instrument was acknowledged before me on June 30, 2009 (date)	
by Kobert S. Burt (name /s of person/s)	
as <u>account Manager</u> (type of authority, e.g., officer, trustee, etc.)	
of $\underline{atttCorp}$ (name of party on behalf of whom instrument was executed).	
(Seal) Patricia L. Jockson	
Signature of Notary Public	
PATRICIA L JACKSON NOTANY PUBLIC - STATE OF ELENCIS	

.

EXHIBIT 4 INSURANCE REQUIREMENTS

CONTRACT INSURANCE REQUIREMENTS

Department of Business and Information Services Telecommunications Voice and Data Network Services

The Contractor must provide and maintain at Contractor's own expense, until Contract completion and during the time period following final completion if Contractor is required to return and perform any additional work, the insurance coverages and requirements specified below, insuring all operations related to the Contract.

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 Contract and Employers Liability coverage with limits of not less than \$500,000 each accident, illness or disease.

2) <u>Commercial General Liability</u> (Primary and Umbrella)

Commercial General Liability Insurance or equivalent with limits of not less than \$5,000,000 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 work for the Contractor must maintain limits of not less than \$1,000,000 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 work to be performed, the Contractor must provide Automobile Liability Insurance with limits of not less than \$5,000,000 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 work for the Contractor must maintain limits of not less than \$1,000,000 with the same terms herein.

4) Errors & Omissions/Professional Liability

When any system technicians, telecommunication engineers, account/project managers or

EDP professionals including but not limited to system programmers, hardware and software designers/consultants, or any other Professional Consultant perform work in connection with this Contract, Professional Liability Insurance covering acts, errors, or omissions must be maintained with limits of not less than \$2,000,000. Coverage must include but not limited to contractual liability, 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 Contract. A claim-made policy which is not renewed or replaced must have an extended reporting period of two (2) years.

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

5) <u>Valuable Papers</u>

When any plans, designs, drawings, specifications, media, data and other documents are produced or used under this Contract, Valuable Papers Insurance must be maintained in an amount to insure against any loss whatsoever, and must have limits sufficient to pay for the re-creation and reconstruction of such records.

6) All Risk Property/Installation

All Risk Property/Installation insurance must be maintained by the Contractor at full replacement cost covering loss or damage to City property including Voice and Data Network equipment, materials, parts and supplies that are part of the project during the course of implementation, rehabilitation, installation, maintenance, repairs and testing in the care, custody and control of the Contractor. The City of Chicago is to be named as an additional insured and loss payee.

Contractor is to be responsible for all loss or damage to City property including materials, parts, or supplies at full replacement cost during inspection, installation, modification, maintenance and/or repairs of the Voice and Data Network system equipment while in the care, custody and control of the Contractor, or loss to any City property as a result of the Contract.

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

B. ADDITIONAL REQUIREMENTS

The Contractor must furnish the City of Chicago, Department of Procurement Services, City Hall, Room 403, 121 North La Salle Street, Chicago, IL 60602, original Certificates of Insurance, or such similar evidence, to be in force on the date of this Contract, and Renewal Certificates of Insurance, or such similar evidence, if the coverages have an expiration or renewal date occurring during the term of this Contract. The Contractor must submit evidence of insurance on the City of Chicago Insurance Certificate Form (copy attached) or equivalent prior to Contract award. The receipt of any certificate does not constitute agreement by the City that the insurance requirements in the Contract have been fully met or that the insurance policies indicated on the certificate are in compliance with all Contract 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 shall advise all insurers of the Contract 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 Contract, and the City retains the right to stop work until proper evidence of insurance is provided, or the Contract may be terminated.

The insurance 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 Contract or by law.

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

The required insurance to be carried is not limited by any limitations expressed in the indemnification language in this Contract or any limitation placed on the indemnity in this Contract 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 Contract.

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

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		SCHEDULE				•			ĺ	BODILY INJURY (Per person)	\$	
		HIRED AUT	ros						:	BODILY INJURY (Per accident)	\$	·
										PROPERTY DAMAGE (Per accident)	\$	
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	OFFIC	PROPRIETOR/PAR ER/MEMBER EXC	TNER/EXECUTIVE	Y/N N						E.L. EACH ACCIDENT	\$	1,000,000
	(Mandi SPECI	atory in NH) If yes, IAL PROVISIONS	describe under below							E.L. DISEASE - EA EMPLOYE E.L. DISEASE - POLICY LIMIT		1,000,000 1,000,000
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DES	CRIPTI	ON OF OPERATIO	NS/I OCATIONS/VE	EHICI ES	EXCLUSIONS A	ADDED BY ENDODOS		PECIAL PROVISIONS				
The etv nai	City o veen t ntaine	of Chicago is the Certificate ed by Addition	included as an . Holder and ATa al Insured is exc	Additio &T Cor	nal Insured up This insured to	under the Genera	al and A with res	tuto Liability polici	ies but only with r st of the Addition progation is provid	espect to the requirem al Insured and any oth led for General Liability	ents of er insur /, Auto	the contract rance mobile
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ACORD 25 (2009/01)

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

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).

DISCLAIMER

This Certificate of Insurance does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

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ACORD 25 (2009/01)

IMPORTANT

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DISCLAIMER

This Certificate of Insurance does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

Acord 25 (2009/01)

ACORD, EVIDENCE OF COMMERCIAL PROPERTY INSURANCE DATE (MM/DD/YYYY) 4/17/2009 THIS IS LEVIDENCE THAT INSURANCE AS IDENTIFIED BELOW HAS BEEN ISSUED, IS IN FORCE, AND CONVEYS ALL THE RIGHTS AND PRIVILEGES AFFORDED UNDER THE POLICY. PHONE PRODUCER NAME CONTACT PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: COMPANY NAME AND ADDRESS NAIC NO: 19429 PERSON AND ADDRESS The Insurance Company of the State of Pennsylvania 70 Pine Street New York NY 10270 LOCKTON COMPANIES, LLC-N DALLAS 717 N. HA.RWOOD, LB#27 DALLAS TCX 75201 CODE: SUB CODE: AGENCY CUSTOMER ID #: ATTIN01 IF MULTIPLE COMPANIES, COMPLETE SEPARATE FORM FOR EACH NAMED INSURED AND ADDRESS LOAN NUMBER POLICY NUMBER AT&T Inc. 100200O and its Subsidiaries IMB 375 2635 1 AT&T Plaza, 208 S. Akard **EFFECTIVE DATE** EXPIRATION DATE Dallas TX 75202 CONTINUED UNTIL 3/15/2009 3/15/2010 TERMINATED IF CHECKED ADDITIONAL NAMED INSURED(S) THIS REPLACES PRIOR EVIDENCE DATED: PROPERTY INFORMATION (Use additional sheets if more space is required) LOCATION/DESCRIPTION **COVERAGE INFORMATION** CAUSE OF LOSS FORM BASIC All Risk **BROAD** Х SPECIAL OTHER COMMERCIAL PROPERTY COVERAGE AMOUNT OF INSURANCE: \$ 10,000,000 DED: YES NO BUSINESS INCOME / RENTAL VALUE Х If YES. LIMIT: 10,000,000 X Actual Loss Sustained # of months: 24 **BLANKET COVERAGE** X If YES, indicate amount of insurance on properties identified above: \$ 10,000,000 TERRORISM COVERAGE Attach signed Disclosure Notice / DEC Х IS COVERAGE PROVIDED FOR "CERTIFIED ACTS" ONLY? X If YES, SUB LIMIT: DED: IS COVERAGE A STAND ALONE POLICY? Х If YES. LIMIT: DED: DOES COVERAGE INCLUDE DOMESTIC TERRORISM? SUB LIMIT: X If YES. DED: COVERAGE FOR MOLD If YES, LIMIT: x See Remarks DED: See Remarks MOLD EXCLUSION (If "YES", specify organization's form used) Х Manuscript form REPLACEMENT COST X AGREED AMOUNT X COINSURANCE X If YES, % EQUIPMENT BREAKDOWN (If Applicable) X If YES, LIMIT: Included DED: LAW AND ORDINANCE - Coverage for loss to undamaged portion of building X If YES, LIMIT: DED: Included - Demolition Costs Х If YES, LIMIT: DED: Included - Incr. Cost of Construction If YES, Х LIMIT: DED: Included EARTHQUAKE (If Applicable) If YES. LIMIT: กคก· Х FLOOD (If Applicable) If YES, LIMIT: DED: X Included WIND / HAIL (If Separate Policy) X If YES, LIMIT: Included DED: PERMISSION TO WAIVE SUBROGATION PRIOR TO LOSS X REMARKS - Including Special Conditions (Use additional sheets if more space is required) This policy insures against risk of direct physical loss or damage to the property Insured from Perils not otherwise excluded. Included in Blanket Property, both Real & Personal, EDP & Media, Accounts Receivable, Valuable papers & records, Business Interruption. ** Limited Mold coverage per policy form. ** The City of Chicago is named as additional interest and Loss Payee as required. A Waiver of Subrogation included. Coverage includes installation of property at City sites. This certificate supersedes all previously issued certificates for this holder, applicable to the carriers listed and the policy Subrogation include term(s) referenced. CANCELLATION THE POLICY IS SUBJECT TO THE PREMIUMS, FORMS, AND RULES IN EFFECT FOR EACH POLICY PERIOD. SHOULD THE POLICY BE TERMINATED, THE COMPANY WILL GIVE THE ADDITIONAL INTEREST IDENTIFIED BELOW _ 30 DAYS WRITTEN NOTICE, AND WILL SEND NOTIFICATION OF ANY CHANGES TO THE POLICY THAT WOULD AFFECT THAT INTEREST, IN ACCORDANCE WITH THE POLICY PROVISIONS OR AS REQUIRED BY LAW. ADDITIONAL INTEREST NAME AND ADDRESS LENDER SERVICING AGENT NAME AND ADDRESS 327682 City of Chicago Attn: Department of Procurement 121 N. La Salle St., Rm 403 Chicago IL 60602

MORTGAGEE LOSS PAYEE AUTHORIZED REPRESENTATIVE

ADDENDUM 1

Pricing Schedule for AT&T ILEC Centrex Services
Provided in the State of Illinois Pursuant to Tariff or Guidebook

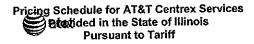
Pricing Schedule for AT&T Centrex Services Pitatided in the State of Illinois Pursuant to Tariff

CUSTOMER ("Customer")	AT&T ("AT&T")
City of Chicago	AT&T Corp.
CUSTOMER Address	AT&T Address
Street Address: 50 West Washington	☐ 2600 Camino Ramon, San Ramon, CA 94583
City: Chicago State: IL Zip Code: 60602	🔀 225 W. Randolph St., Chicago, IL 60606
Billing Address (if different) Street Address: City: State: Zip Code:	☐ One AT&T Płaza, Dallas, TX 75202 ☐ 310 Orange Street, New Haven, CT 06510 ☐ 2180 Lake Blvd., 7 th Floor, Atlanta, GA 30319 ☐ One AT&T Way, Bedminster, NJ 07921
CUSTOMER Contact (for Contract Notices)	AT&T Sales Contact Information and for Contract Notices Primary Sales Contact
Name: Bob Kolman Title: Deputy CIO Telephone: Fax: 312-744-9004 Email:	Name: Rob Burt Street Address: 225 West Randolph City: Chicago State: IL Zip Code: 60606 Fax: 312-364-3166 Email: rb1735@att.com With a copy to: AT&T Corp. One AT&T Way, Bedminster, NJ 07921-0752 ATTN: Master Agreement Support Team Email: mast@att.com
AT&T Authorized Agent or Representative Information (if a	pplicable) [] Primary Contact
Name: Company Name:	
Agent Street Address: City: State: Zip Coo	de:
Telephone: Fax: Email: Agent Code	

This Pricing Schedule ("Pricing Schedule") is an Addendum to the Master Agreement between AT&T and Customer referenced above, and is part of such Agreement. The Parties acknowledge and agree that this Pricing Schedule represents individual case pricing that is offered to Customer because of the unique size or configuration of the AT&T business services purchased by Customer, and, where required, that this Pricing Schedule will be filed with the state public utilities commission with competent jurisdiction over the service offering provided hereunder. Service is provided by the AT&T Affiliate identified below as the Service Provider. References to "Pricing Schedule" refer to this Pricing Schedule and any attachment attached hereto, and incorporated by reference herein.

On the Term Start Date (defined below), this Pricing Schedule will supersede and replace in its entirety the following document(s): CMNU 20061205-0590.

Service Provider 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 Pricing Schedule.

1. DEFINITIONS

"Cutover" is when the Service is first provisioned or otherwise available for Customer's use at any single Site at the rates provided in this Pricing Schedule.

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

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

"Tariffs and Guidebooks. "_"Tariffs" are documents containing the standard descriptions, pricing, and other terms and conditions for a Service that AT&T is required to file by local, state or federal regulatory bodies with regulatory commissions and that are required by law to supersede any contrary contractual arrangements that AT&T may have. "Guidebooks" are documents containing the standard descriptions, pricing, and other terms and conditions for a Service that were, but no longer are, filed with regulatory commissions and comprise AT&T policy. Tariffs and Guidebooks may be found at http://www.att.com/service publications.

2. GENERAL DESCRIPTION OF SERVICE TO BE PROVISIONED, INSTALLED AND MAINTAINED.

The Service(s) described below are provided solely by the AT&T entity or entities identified above and are not jointly provided with any other carrier. Service(s) are provided pursuant to the terms and conditions set forth in the appropriate Tariff or Guidebook,. To the extent there are any inconsistencies between this Pricing Schedule and the applicable Tariff or Guidebook, this Pricing Schedule shall take precedence.

Centrex Service

Centrex Service ("Service") is a telecommunications service that operates out of an AT&T local central office pursuant to the terms, conditions, rules or regulations as provided in the Tariff or Guidebook, which controls the switching of:

- Calls from the exchange network to the Centrex lines,
- Calls from the Centrex lines to the exchange network,
- Intercommunicating calls between Centrex lines.

For purposes of this Pricing Schedule, Centrex Service is defined to mean the basic system features, the basic station features, and the optional features, but specifically excludes any network facilities (except for Service Transport Facilities ("STF") as specified in Section 9.2) and usage provided in conjunction with the 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.

The Service provided pursuant to this Pricing Schedule shall support the features described in tariff III.C.C. No. 19, Part 5, Section 1. Only those features listed in Attachment 1 have been included in the rates specified in Section 9.2 of this Pricing Schedule.

3. TERM START DATE; PRICING SCHEDULE TERM: PROVISION OF SERVICES AFTER PRICING SCHEDULE TERM

Pricing Schedule Term and Term Start Date

For the Service(s) offered under this Pricing Schedule, the Term Start Date shall begin on the later of (1) Cutover of the first Service at the first Customer Site or (2) the date of approval of this Pricing Schedule by an appropriate regulatory body, if regulatory approval is required for this Pricing Schedule for the Service(s). For the Service(s) offered under this Pricing Schedule, the term of this Pricing Schedule shall be sixty (60) months after the Term Start Date ("Pricing Schedule Term"). No rates or discounts under this Pricing Schedule shall be applied prior to Term Start Date. Customer may extend the Pricing Schedule Term for two additional twenty-four (24) month periods in accordance with the provisions in the Master Agreement by providing written notice to AT&T. The Extension Period will begin the day after the expiration date of the Pricing Schedule Term or, as applicable, of the first Extension Period. If Customer does not give notice to extend the Pricing Schedule Term, upon the expiration of the Pricing Schedule Term, no rates or discounts provided under this Pricing Schedule will apply to the Service(s). For the Service(s) provided under this Pricing Schedule, upon expiration of the Pricing Schedule Term, Customer will have the option to either (a)

Pricing Schedule for AT&T Centrex Services Pursuant to Tariff

cease using the Service(s) or (b) continue using the Service(s) on a month-to-month basis until the Service(s) is (are) terminated by either party on thirty days' notice. Unless otherwise agreed by the parties in writing, during the month-to-month extension period following the expiration of the Pricing Schedule Term, the prices for the Service(s) provided under this Pricing Schedule will automatically be the then-current month-to-month prices set forth in the applicable Tariff or Guidebook. After expiration of the Pricing Schedule Term, AT&T may modify rates, terms, and conditions applicable to the Service(s) on thirty days' notice. Notwithstanding anything in the Agreement to the contrary, the Service(s) provided hereunder will not be subject to an automatic extension of the Pricing Schedule Term.

This Pricing Schedule will expire when Service(s) or Service Component(s) are no longer provided under this Pricing Schedule.

Effective Date of Rates and Discounts	Term Start Date
Litebile Date of Italian	

4. 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.

5. TERMINATION FOR CONVENIENCE

If Customer terminates a Service, in whole or in part, for convenience or AT&T terminates for Customer's default, on or after Cutover but before the scheduled completion of the Pricing Schedule Term, Customer shall pay the termination liability of an amount equal to (a) all unpaid non-recurring charges (excluding non-recurring charges that were waived or incorporated into the monthly recurring rates), (b) twenty-five percent (25%) of the recurring monthly charges rate for the terminated Service as set forth in this Pricing Schedule, multiplied by the number of months remaining in the Pricing Schedule Term for the applicable Service at the point of termination, and (c) any special construction liabilities.

6. PRICING

The rates and charges stated in this Pricing Schedule are stabilized until the end of the Pricing Schedule Term, and apply in lieu of the corresponding rates and charges set forth in the applicable Tariff or Guidebook. No discount, promotion, credit or waiver set forth in a Tariff or Guidebook will apply unless specifically set forth herein and, when set forth herein, such discount, promotion, credit or waiver shall only be applied in the manner set forth in the applicable Tariff or Guidebook. No other discount, promotion, credit or waiver set forth in a Tariff or Guidebook will apply.

7. TARIFF AND REGULATIONS

This Pricing Schedule may be 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, this Pricing Schedule will be deemed to be a separate agreement with respect to the Services offered in a particular jurisdiction.

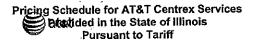
AT&T will, subject to the availability and operational limitations of the necessary systems, facilities, and equipment, provide the Services pursuant to the terms and conditions in the Tariff or Guidebook. If approval is required and not obtained, then this Pricing Schedule will immediately terminate, and Customer shall receive a refund of any non-recurring charge paid and pre-paid amounts for Services not received.

8. INSTALLATION AND CUTOVER

If Term Start Date 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 the Term Start Date for a reasonable period of time equal to at least the period of such delay and consequences.

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.

If Customer terminates a Service or Service Component prior to the date Customer's obligation to pay for Services begins as provided in the Master Agreement, Customer will reimburse AT&T for time and materials incurred prior to the effective date of termination, plus any third party charges resulting from the termination.



Services may include use of certain equipment owned by AT&T that is located at the Site ("AT&T Equipment"), but title to the AT&T Equipment will remain with AT&T. Customer must provide electric power for the AT&T Equipment and keep the AT&T Equipment physically secure and free from liens and encumbrances. Customer will bear the risk of loss or damage to AT&T Equipment (other than ordinary wear and tear) except to the extent caused by AT&T or its agents.

9. LINE COMMITMENT AND RATES

9.1. Line Commitment

During the Term of this Pricing Schedule, Customer shall maintain a minimum of 10,000 of the lines shown in Section 12 ("Line Commitment"). The quantities listed in Section 9.2 "Rates" represent Customer's current Centrex system and are included for informational purposes only.

Customer has elected to pay on a monthly basis for the Pricing Schedule Term. The Total Monthly Rates for the current Centrex system described below is \$293,985.50.

Customer has elected to pay on a monthly basis for the Pricing Schedule Term.

9.2. Rates

Service Components, Quantities, Monthly Rates, and Nonrecurring Charges Customer may purchase additional quantities of components/features at the prices listed below, subject to payment of Nonrecurring Charge, if applicable. Nonrecurring Charges are only applicable to lines and features that are added to Customer's current Centrex system.

Description – Service Components	Quantity Existing	Monthly Recurring Rate ea.	Nonrecurring Charge ea.
NUM / STANDARD FEATURE CENTREX STATION - 100+ Lines / DMS	19,213	\$ 5.26	-0-
NUE / ELECTRONIC KEY LINE - 100+ Lines / DMS	9,397	\$ 6.26	\$ 11.25
ZNZ / ISDN NATL CTX LINE - 100+ COMMIT / DMS	360	\$ 6.19	\$ 11.25
SXP++ / STF - access area A / DMS	13,762	\$ 4.85	-0-
SXP++ / STF - access area B / DMS	13,428	\$ 4.85	-0-
Common Equipment System Charge (description in Attachment 3)	11	waived	-0-
BSB6X / Circuit Switched Data, per B channel equipped / DMS	0	\$ 6.00	\$ 11.25
BSB5X / ISDN CIR SW VOICE, PER B CHNL / DMS	0	\$ 2.70	\$ 11.25
RKQ / Central Office Recorded Announcement, per announcement / DMS	0	\$ 34.00	\$ 180.00
N5A / Customer Provided Announcement, per interface / DMS	0	\$ 16.00	\$ 185.00
APO1X / Basic ACD Service, per position / DMS	0	\$ 13.50	\$ 56.25
FO6 / Conference Services. Six port conference circuit, each circuit /DMS	0	\$ 43.10	\$ 37.50
DUG1X / PFAT PRI Connections, Per Arrangement - Not Part Of Centrex Product Line / DMS	0 .	\$270.00	\$1,500.00
AQA/ Queue Slots, Per Queue Slot/ DMS	0	\$ 0.75	\$ 7.50
A82 / UCD, per line equipped / DMS	0	\$ 2.25	\$ 3.75
NDF / CALLER ID - INTERCOM / DMS	0	\$ 0.45	\$ 3.75
NM3 / Calling Name Display on Intercom, per station / DMS	0	\$ 0.20	\$ 3.75
SOT / Secondary Directory Telephone Number, each / DMS	0	\$ 0.20	-0-
NSD / Caller ID on Non-ISDN Lines, per station / DMS	0	\$ 5.00	-0-
D1E1X / DS-1 Connection, per termination / DMS	0	\$215.00	\$1,125.00
NUC / OPTI-CENTREX BASIC LINE - 100+ COMMIT / DMS	0	\$ 5.55	\$ 12.00

Customer may add Centrex Virtual Network Service (AVN Service described in AT&T's Proposal dated September 2005) to the Centrex described above by amending this Pricing Schedule in a writing signed by both parties.

9. 3 Other Charges

A. <u>Service Ordering Charges.</u> The service ordering charge as specified in III.C.C. No. 19, Part 3, Section 1, shall apply at the time Centrex Service is provided pursuant to the terms of this Pricing Schedule.

Pricing Schedule for AT&T Centrex Services Ptetided in the State of Illinois **Pursuant to Tariff**

- B. Line Connection Charges. Line connection charges as specified in III.C.C. No. 19, Part 3, Section 1, shall apply for each new Centrex line installed pursuant to this Pricing Schedule.
- C. Channel Charges. For any Centrex lines located outside of the applicable central office boundaries for the locations shown in Section 12 additional mileage charges for 2001C/D channels as specified in III.C.C. No. 19, Part 5, Section 2, are applicable in addition to the STF and Centrex line rate, unless otherwise specified in Exhibit 1 "List of Centrex Locations" attached to this Addendum or in Addendum #4 "Pricing Schedule for AT&T ILEC ISDN Prime, DS1 and Channel Services" attached to the Agreement.
- D. Local Usage. Usage charges appropriate to Customer's local service shall be billed as specified in III.C.C. No. 19, Part 4, Section 2.
- 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 in this Pricing Schedule. In accordance with III. 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 2 in accordance with III. 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.
- F. Charges for Other Work. Service charges as specified in III.C.C. No. 20, Part 3, Section 1, shall be applicable for services not specifically provided under this Pricing Schedule.
- G. Rate Stability. Subject to the provisions of Section 13-509 of the Illinois Public Utilities Act, the rates specified in Section 9.2., with the exception of EUCL and adjustments to Customer's Centrex rates as the result of changes to the EUCL as provided in Section 9.3.E, shall not be subject to rate increases for the Pricing Schedule Term.
- H. 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 9.2, Customer shall be subject to the rates for Caller ID services as described in Section 9.2 or if no rates are listed in Section 9.2, then as described in III.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 III.C.C. No. 19, Part 5, Section 1, Sheets 139 and 139.1.

10. CONTINGENCY

The rates, terms and conditions listed herein are contingent upon an overall revenue commitment to AT&T and its affiliates. In this case, if the Customer does not execute an contractual agreement with AT&T or its affiliates for the services shown below, with annual Revenue Commitment and terms equal to or greater than listed below, prior to or simultaneously with the execution of this Addendum the standard Tariff, Guidebook, or price list rates, terms and conditions will supersede and replace the non-standard rates, terms and conditions of this Addendum. Local Exchange Carrier ("LEC") is defined as Illinois Bell Telephone Company dba AT&T Illinois.

Affiliate	Product Offering	Annual Revenue Commitment	Term (Months)
LEC	Network Service Discount Local Exchange Service	\$5,706,800.00	60 .

11. SERVICE AND MAINTENANCE OBLIGATIONS

11.1 AT&T represents to Customer that the Centrex Service and features provided pursuant to this Agreement shall operate substantially and materially in accordance with the tariff specifications and those set forth in this Agreement during the Term of this Agreement.

If, under normal and proper use, Centrex Service and features provided pursuant to this Agreement fail to perform substantially as specified above and Customer notifies AT&T within the Term of this Agreement, 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.

Pricing Schedule for AT&T Centrex Services Platefied in the State of Illinois Pursuant to Tariff

AT&T Illinois'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 Illinois's side of the NETPOP so as to enable AT&T to perform maintenance or repair work.

11.2 The expected network availability is 99.99%. When service is interrupted and the interruption exceeds twenty-four (24) hours (as measured from the time the interruption is reported to or detected by AT&T Illinois, whichever occurs first), a credit allowance shall be calculated based upon the total number of hours of the outage, as indicated below, not to exceed the total monthly recurring charge for the affected Service. No other liability shall attach to AT&T as a result of such interruption to service, except to the extent caused by AT&T's gross negligence or willful misconduct.

24-35 hours = 1 day 36-59 hours = 2 days 60-83 hours = 3 days 84-107 hours = 4 days 108-131 hours = 5 days 132-155 hours = 6 days 136-179 hours = 7 days 180-203 hours = 8 days 204-227 hours = 9 days 228-251 hours = 10 days

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 Illinois, then applicable charges shall be assessed against Customer.

11.3 Other service level objectives are shown below:

_	Category	Measurement Definition	Service Hours	Expected Service Level
1	Network Availability	Actual Network Uptime as a percentage of scheduled uptime	24/7/365	99.99%
2	Calls Blocked or busy	Number of calls blocked or experiencing busy as a percentage of all calls	24/7/365	Less than 1%
Ord	er Provisioning			
3	Service Request Response	The length of time to respond to service request and provide target timeframes of completion	Normal Business Hours	All service requests are responded to in under 24 hours
4	Work Order Completion	Number of orders fulfilled within specified timeframe for routine requests	Normal Business Hours	75% of all telephone orders are completed within 30 business days
5	Moves, Adds, Changes (MAC's)	Number of MAC's completed within the scheduled timeframe as a percentage of the total MAC's attempted	Normal Business Hours	75% within 12 hours of completion subject to Note # 1
Tro	uble Resolution			
6	1 st Call resolution rate	Number of problems resolved during first call to tech support group as a percentage of total tech support calls	24/7/365	75% of troubleshooting & repair requests completed correctly on first call within resolution capability of the Help Desk
7	Priority 1	An existing network is down or there is a critical impact to the Customer's business operation	24/7/365	See Note # 2
8	Priority 2	Operation of an existing network is severely degraded, or significant aspects of the Customer's business	24/7/365	See Note # 2

Page 6 of 13

	Category	Measurement Definition	Service Hours	Expected Service Level
		operation are being negatively impacted by unacceptable network performance or provisioning issues		
9	Priority 3	Operational performance of the network is impaired while most business operations remain functional	24/7/365	See Note # 2
10	Priority 4	Information or assistance is required on product capabilities, installation, or configuration. There is clearly little or no impact to the Customer's business operation	24/7/365	See Note # 2
Billi	ng			
11	Invoices and Billing Report Delivery	Amount of time from bill closing date to invoice & bill media delivery	Normal Business Hours	6 th – 10 th day from close of bill cycle
12	Bill Inquires	The length of time to respond and resolve outstanding bill inquires	Normal Business Hours	30 day for simple inquiries and 60 days for complex inquiries.
13	Special Data requests	The length of time to respond to special request for ad-hoc data such as call detail, site directories, circuit inventories, etc.	Normal Business Hours	30 days

Note #1

- Facilities are in place and working
- Orders are issued correctly the first time
- Technician has access to Customer premises and facilities when the tech arrives
- The customer contact knows exactly what they want, where they want it and again has access to all rooms, closets, properties,
- Occurrence of force majeure events
- Excludes Orders that require Project Management from the Business Unit
- Excludes Orders that require completion outside of normal business hours
- Excludes Orders requiring special permits

Note #2

BCS Large Service Management Escalation Guideline

	NOTIFICATION	Service Manager Account Manager	Senior Manager Sales Manager	Director Sales Dtr/RVP	RVP Sales VP	President
PRIORITY	NETWORK	1 st Level Manager	2 nd Level Manager	3 rd Level Manager/Director	General Manager/ VP	President Senior VP
	Escalation	Immediate	Immediate	2 Hours	4 Hours	8 Hours
·	Statusing: With	in first 30 minutes of er	ngagement then hour	y until resolution		
2	Escalation	Immediate	2 Hours	4 Hours	6 Hours	8+ Hours
	Statusing: With	in first 30 minutes of en	gagement then hourly	until resolution unles	s otherwise n	egotiated with

1/1/2010

Master Agreement date last signed

Pricing Schedule for AT&T Centrex Services Pursuant to Tariff

·	NOTIFICATION	Service Manager Account Manager	Senior Manager Sales Manager	Director Sales Dtr/RVP	RVP Sales VP	President
3	Escalation	Immediate	24 Hours	48 Hours	72 Hours	96 Hours
	Statusing: Within customer.	n first hour of engageme	ent then every 2 hours	until resolution unle	ss otherwise r	egotiated with
4	Escalation	24 Hours	48 Hours	Upon Request	Upon	Upon reques
	Statusing: With	nin first 4 hours of engag	nement then daily unti	l resolution unless of	herwise negol	liated with

12. SERVICE LOCATIONS IN ILLINOIS

The Service locations for the Centrex Service furnished hereunder are listed in Exhibit 1, attached hereto and incorporated herein by reference.

Attachments

Attachment 1 – Standard Centrex Features

Attachment 2 – PBX Trunk Equivalency
Attachment 3 – Common Equipment Description

Exhibit 1 - Centrex Locations in Illinois

ATTACHMENT 1 STANDARD CENTREX FEATURES

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

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)

Pricing Schedule for AT&T Centrex Services Reproduction in the State of Illinois Pursuant to Tariff

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

ATTACHMENT 2 PBX TRUNK EQUIVALENCY

Centrex Lines	Trunk Equivalency
2-19	2 3
20-28	
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

ATTACHMENT 3

COMMON EQUIPMENT DESCRIPTION

Illinois Dearborn System (Existing): Switch Type: Nortel (DMS)

CLLI: CHCGILIDDS0

CEFE: CHCGIFIDD20		Qty.
Element Description	USOC	Included
System Charge	CYA5X	1
Circuit Switched Data Service, per B-Channel equipped	BSB6X	496
Central Office Recorded Announcement	RKQ	7
Customer Premises Announcement	N5A	2
ACD Basic Position	APO1X	20
Six Port Conference Circuit	EQ6	7
PRI Connection	DUG1X	1
Queue Slot	AQA	20
UCD with Queuing, per Basic Line equipped	A82	162
Caller ID - Intercom	NDF	1453
ACMSI-E 9600 baud	AEXHX	1
ACMSI-E Each C.O. after 5	ML7AX	10
Calling Name Display on Intercom	NM3	136
Secondary Directory Telephone Number	SOT	3733

Monroe System (Existing): Switch Type: Nortel (DMS)

CLLI: CHCGILMODS1

Element Description	USOC	<u>Qty.</u> Included
System Charge	CYA5X	1
Circuit Switched Data Service, per B-Channel equipped	B\$B6X	56
Secondary Directory Telephone Number	SOT	2000

Wabash System (Existing): Switch Type: Nortel (DMS)

CLLI: CHCGILWBDS2

Element Description	<u>USOC</u>	Included
System Charge	CYA5X	1
Circuit Switched Data Service, per B-Channel equipped	BSB6X	168

EXHIBIT 1

LOCATIONS

CITY OF CHICAGO

SERVICE LOCATION ATTACHMENT

	ACCESS	NORMAL	SERVING	APPLICABLE
ADDRESS	AREA	WIRE CENTER	CENTRAL OFFICE	MILEAGE
200 S MENARD AV	m	AUSTIN	MONKOE	
400 S MENARD AV	മ	AUSTIN	MONROE	SEE NOIE 1
439 N WAT I FR AV	മ	AUSTIN	MONROE	SEE NOTE 1
4601 W CHICAGO AV	æ	AUSTIN	MONROE	SEE NOTE 1
4605 W CHICKON XX	ω.	AUSTIN	MONROE	SEE NOTE 1
4615 W 14CKSON BI	Ω	AUSTIN	MONROE	SEE NOTE 1
40.0 W CAUCAGO AV	മ	AUSTIN	MONROE	SEE NOTE 1
4650 W CTICAGO AV	ι 🗠	AUSTIN	MONROE	SEE NOTE 1
ACCOUNT WOOD	മ	AUSTIN	MONROE	SEE NOTE 1
1000 W W 1000 W	m	AUSTIN	MONROE	SEE NOTE 1
FOTA W CONCIDENCE DKWY	m	AUSTIN	MONROE	SEE NOTE 1
	, <u>cc</u>	AUSTIN	MONROE	SEE NOTE 1
		AUSTIN	MONROE	SEE NOTE 1
2327 W CEONO AV	ı cc	AUSTIN	MONROE	SEE NOTE 1
SESSIVATIONS OF SESSIVATIONS		AUSTIN	MONROE	SEE NOTE 1
2555 W LLXIIV.	α	AUSTIN	MONROE	SEE NOTE 1
50.10 W CASE 01	മ	AUSTIN	MONROE	SEE NOTE 1
2013 W MACE AV	. α	AUSTIN	MONROE	SEE NOTE 1
SOZO W INCHEON BI	ο.	AUSTIN	MONROE	SEE NOTE 1
FAREO M. DIVISION	ıco	AUSTIN	MONROE	SEE NOTE 1
SOOT WANTED	· 6	AUSTIN	MONROE	SEE NOTE 1
EDAT WADISON	œ	AUSTIN	MONROE	SEE NOTE 1
0341 W MD000		AUSTIN	MONROE	SEE NOTE 1
0801 W LANE	0.00	AUSTIN	MONROE	SEE NOTE 1
SUBSIAN KACE AV				
15/W415 IRVING PK RD	O	BENSENVILLE	MONROE	SEE NOTE 1
5N643 DIVISION	ပ	BENSENVILLE	MONROE	SEE NOTE 1

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10030 S WASHTENAW AV	m	BEVERLY	WABASH	SEE NOTE 2
1031 W 106TH	Ω	BEVERLY	WABASH	SEE NOTE 2
1040 W 95TH	മ	BEVERLY	WABASH	SEE NOTE 2
10400 S VINCENNES AV	8	BEVERLY	WABASH	SEE NOTE 2
10412 S VINCENNES AV	മ	BEVERLY	WABASH	SEE NOTE 2
10420 S VINCENNES AV	മ	BEVERLY	WABASH	SEE NOTE 2
10438 S LOWE AV	മ	BEVERLY	WABASH	SEE NOTE 2
10444 S WESTERN AV	æ	BEVERLY	WABASH	SEE NOTE 2
10540 S MORGAN	ω	BEVERLY	WABASH	SEE NOTE 2
10551 S SAWYER AV	ω	BEVERLY	WABASH	SEE NOTE 2
10714 S SAWYER AV	മ	BEVERLY	WABASH	SEE NOTE 2
10841 S HOMAN AV	മ	BEVERLY	WABASH	SEE NOTE 2
11010 S KEDZIE AV	6 0	BEVERLY	WABASH	SEE NOTE 2
11035 S HOMEWOOD AV	മ	BEVERLY	WABASH	SEE NOTE 2
11071 S HOYNE AV	Ω	BEVERLY	WABASH	SEE NOTE 2
1125 W 95TH	മ	BEVERLY	WABASH	SEE NOTE 2
11250 S ADA	Ω	BEVERLY	WABASH	SEE NOTE 2
11320 S WESTERN AV	ω	BEVERLY	WABASH	SEE NOTE 2
11501 S WESTERN AV	മ	BEVERLY	WABASH	SEE NOTE 2
11712 S ADA	മ	BEVERLY	WABASH	SEE NOTE 2
1246 W 92ND	മ	BEVERLY	WABASH	SEE NOTE 2
1350 W 89TH	മ	BEVERLY	WABASH	SEE NOTE 2
1518 W 102ND PL	മ	BEVERLY	WABASH	SEE NOTE 2
	6	BEVERLY	WABASH	SEE NOTE 2
1523 11 52111 1637 W 87TH	Ω	BEVERLY	WABASH	SEE NOTE 2
1700 W 95TH	മ	BEVERLY	WABASH	SEE NOTE 2
1830 W MONTEREY AV	മ	BEVERLY	WABASH	SEE NOTE 2
1900 W MONTEREY AV	മ	BEVERLY	WABASH	SEE NOTE 2
1971 W 111TH	മ	BEVERLY	WABASH	SEE NOTE 2
1087 W 111TH	മ	BEVERLY	WABASH	SEE NOTE 2
2407 W 95TH	В	BEVERLY	WABASH	SEE NOTE 2
7101 ** 50111 0404 W 444FH	m	BEVERLY	WABASH	SEE NOTE 2
2121 W 11111 2121 W 05TH	ı сс.	BEVERLY	WABASH	SEE NOTE 2
2/E1 W 30111	Ω	BEVERLY	WABASH	SEE NOTE 2
2420 W 105TH	ω	BEVERLY	WABASH	SEE NOTE 2
3412 W 441TH	ω	BEVERLY	WABASH	SEE NOTE 2
3645 W 111TH	Φ	BEVERLY	WABASH	SEE NOTE 2

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3721 W 111TH	മ	BEVERLY BEVCOI V	WABASH	SEE NOTE 2
8335 S HONOKE	മമ	BEVERLY	WABASH	
9525 S MALS I ED 9611 S I ONGWOOD DR) ф	BEVERLY	WABASH	
SOLLS ECITOMOND DR	Ω	BEVERLY	WABASH	SEE NOTE 2
OCEN OF THE	. Ш	BEVERLY	WABASH	
0800 S DARNELL AV	æ	BEVERLY	WABASH	SEE NOTE 2
SUPERIOR	ıω	BEVERLY	WABASH	SEE NOTE 2
O W 35TH	മ	CALUMET	WABASH	SEE NOTE 2
138 W CERMAK RD	മ	CALUMET	WABASH	SEE NOTE 2
130 W CEIXW-1117	മ	CALUMET	WABASH	SEE NOTE 2
7 10 0 0 17 17 750 0 CI ABK	Δ	CALUMET	WABASH	SEE NOTE 2
175 OCT ARK	മ	CALUMET	WABASH	SEE NOTE 2
1935 S CENTRA 1834 S INDIANA AV	. ന	CALUMET	WABASH	SEE NOTE 2
SOUND STATE	മ	CALUMET	WABASH	SEE NOTE 2
2404 S. LAKE SHORE DR	8	CALUMET	WABASH	SEE NOTE 2
2131 3 ECIT 31131 91.	Φ	CALUMET	WABASH	SEE NOTE 2
212 W CELWANT	œ	CALUMET	WABASH	SEE NOTE 2
2000 S ARCHER AV	മ	CALUMET	WABASH	SEE NOTE 2
2202 C CONTENTS	Ω	CALUMET	WABASH	SEE NOTE 2
2300 C C C C C C C C C C C C C C C C C C	6	CALUMET	WABASH	SEE NOTE 2
2000 O ON TOTAL OF THE OFFICE	m	CALUMET	WABASH	SEE NOTE 2
2301 S EATATE	മ	CALUMET	WABASH	SEE NOTE 2
2321 S STATE	۵	CALUMET	WABASH	SEE NOTE 2
2220 O COOTE 030K S EEDERAI	മ	CALUMET	WABASH	SEE NOTE 2
2323 3 1 EDE: 3 it	<u> 6</u>	CALUMET	WABASH	SEE NOTE 2
2353 S WENTWORTH AV	m	CALUMET	WABASH	SEE NOTE 2
2300 0 VERT	Δ.	CALUMET	WABASH	SEE NOTE 2
2420 3 3 1 7 1 E	ω	CALUMET	WABASH	SEE NOTE 2
24.7 L 32.40 54.7 M 93DD DI	ω	CALUMET	WABASH	SEE NOTE 2
241 W 23ND E 250 M 23ND DI	ω	CALUMET	WABASH	SEE NOTE 2
250 W ZZIGO LE 2640 S DD MARTIN I LITHER KING JR DR	ഫ	CALUMET	WABASH	SEE NOTE 2
2010 S DIVINION THE CONTRACTOR OF THE CONTRACTOR	ω	CALUMET	WABASH	SEE NOTE 2
2004 G TINOOT	ω.	CALUMET	WABASH	SEE NOTE 2
2830 S STATE	ω	CALUMET	WABASH	SEE NOTE 2

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	CANAL ILLDEARBORN CANAL ILLDEARBORN CHICAGO HEIGHTS MONROE
625 W MADISON 625 W MADISON 626 W JACKSON BL A CANAL 801 W ADAMS	T RD C
	O

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1010 E 72ND 1150 E 55TH	മമ	DORCHESTER DORCHESTER	WABASH WABASH	SEE NOTE 1 SEE NOTE 1
405 E 62ND PL	ω	DORCHESTER	WABASH	SEE NOTE 1
1411 E 62ND PL	ш	DORCHESTER	WABASH	SEE NOTE 1
1440 E 67TH	മ	DORCHESTER	WABASH	SEE NOTE 1
1619 E 73RD	മ	DORCHESTER	WABASH	SEE NOTE 1
1625 E 63RD	മ	DORCHESTER	WABASH	SEE NOTE 1
1900 E 71ST	ω	DORCHESTER	WABASH	SEE NOTE 1
2100 E HAYES DR	മ	DORCHESTER	WABASH	SEE NOTE 1
2237 E.71ST	മ	DORCHESTER	WABASH	SEE NOTE 1
432 E MARQUETTE RD	മ	DORCHESTER	WABASH	SEE NOTE 1
450 E 55TH	m	DORCHESTER	WABASH	SEE NOTE 1
4901 S LAKE SHORE DR	മ	DORCHESTER	WABASH	SEE NOTE 1
5230 S LAKE PARK AV	മ	DORCHESTER	WABASH	SEE NOTE 1
5335 S KENWOOD AV	00.	DORCHESTER	WABASH	SEE NOTE 1
5491 S SOUTH SHORE DR	മ	DORCHESTER	WABASH	SEE NOTE 1
5531 S DR MARTIN LUTHER KING JR DR	മ	DORCHESTER	WABASH	SEE NOTE 1
5600 S COTTAGE GROVE AV	മ	DORCHESTER	WABASH	SEE NOTE 1
5701 S LAKE SHORE DR	മ	DORCHESTER	WABASH	SEE NOTE 1
5730 S COTTAGE GROVE AV	മ	DORCHESTER	WABASH	SEE NOTE 1
5746 S COTTAGE GROVE AV	മ	DORCHESTER	WABASH	SEE NOTE 1
5758 S COTTAGE GROVE AV	ഫ	DORCHESTER	WABASH	SEE NOTE 1
5818 S COTTAGE GROVE AV	മ	DORCHESTER	WABASH	SEE NOTE 1
5858 S COTTAGE GROVE AV	മ	DORCHESTER	WABASH	SEE NOTE 1
5900 S EVERETT DR	മ	DORCHESTER	WABASH	SEE NOTE 1
5925 S WOODLAWN AV	മ	DORCHESTER	WABASH	SEE NOTE 1
600 E 59TH	മ	DORCHESTER	WABASH	SEE NOTE 1
6200 S LAKE SHORE DR	മ	DORCHESTER	WABASH	SEE NOTE 1
6201 S LA SALLE	മ	DORCHESTER	WABASH	SEE NOTE 1
6217 S CALUMET AV	മ	DORCHESTER	WABASH	SEE NOTE 1
6300 S LAKE SHORE DR	Ω	DORCHESTER	WABASH	SEE NOTE 1
6337 S WOODLAWN AV	0 0	DORCHESTER	WABASH	SEE NOTE 1
6400 S LAKE SHORE DR	മ	DORCHESTER	WABASH	SEE NOTE 1
6400 S RICHARDS DR	മ	DORCHESTER	WABASH	SEE'NOTE 1
6401 S EVANS AV	മ	DORCHESTER	WABASH	SEE NOTE 1

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6401 S RICHARDS DR	മ്	DORCHESTER	WABASH	SEE NOTE 1	
6401 S YALE AV	o no	DORCHESTER	WABASH	SEE NOTE 1	
S COAST GOARD	œ	DORCHESTER	WABASH	SEE NOTE 1	
	മ	DORCHESTER	WABASH	SEE NOTE 1	
6843 S HARPER AV	മ	DORCHESTER	WABASH	SEE NOTE 1	
6921 S STONY ISLAND AV	ω,	DORCHESTER	WABASH	SEE NOTE 1	
7040 S COTTAGE GROVE AV	മ	DORCHESTER	WABASH	SEE NOTE 1	
7059 S SOLITH SHORE DR	Ω	DORCHESTER	WABASH	SEE NOTE 1	
735 F 63RD	മ	DORCHESTER	WABASH	SEE NOTE 1	
751 E 57TH DR	മ	DORCHESTER	WABASH	SEE NOTE 1	
850 E 55TH	ω	DORCHESTER	WABASH	SEE NOIE 1	
\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\	α	EDGEWATER	ILLDEARBORN	SEE NOTE 2	
1 450 W WILDON AV	α	FDGEWATER	ILLDEARBORN	SEE NOTE 2	
1200 W WILSON AV	2 00	FDGEWATER	ILLDEARBORN	SEE NOTE 2	
1220 W AINSLIE		FDGEWATER	ILLDEARBORN	SEE NOTE 2	
1423 W BRTIN WAVER AV	oα	FDGFWATER	ILLDEARBORN	SEE NOTE 2	
TOTAL VV VVIINTEDIATORY AV	ı cc	EDGEWATER	ILLDEARBORN	SEE NOTE 2	
1940 W FOSTER AV	മ	EDGEWATER	ILLDEARBORN	NOTE	
	മ	EDGEWATER	ILLDEARBORN	NOTE	
2100 W EASTWOOD AV	ω	EDGEWATER	ILLDEARBORN	NOTE	
2230 W EACHER AV	œ	EDGEWATER	ILLDEARBORN	NOTE	
2322 W COLLINA 2333 W SUNNYSIDE AV	œ	EDGEWATER	ILL,-DEARBORN	NOTE	
2202 1 COUNTY OF THE PROPERTY	6 0	EDGEWATER	ILLDEARBORN	NOTE	
233 W INIVERSITY OR	œ	EDGEWATER	ILLDEARBORN	101	
AASS N CINCULA AASS N INCOME A ASS N	Ф	EDGEWATER	ILLDEARBORN	世 9 9	
4501 N CI ARENDON AV	മ	EDGEWATER	ILLDEARBORN	SEE NOTE 2	
ASO NI MARINE DR	മ	EDGEWATER	ILLDEARBORN	SEE NOIE 2	
	ω	EDGEWATER	ILLDEARBORN	SEE NOTE 2	
4044 N DNOADWAT	മ	EDGEWATER	ILLDEARBORN	NOTE	
4550 W SOUTH SIDE OF	æ	EDGEWATER	ILLDEARBORN	NOTE	
4554 X 570 X 200 EV COV	œ	EDGEWATER	ILLDEARBORN	HON HON	
4000 IN LANE OFFICE DIN	മ	EDGEWATER	ILL-DEARBORN	SEE NOTE 2	
4/ULIN AGIRCAND AV	m	EDGEWATER	ILLDEARBORN	NOTE	
4730 N STENDANNEDR	മ	EDGEWATER	ILLDEARBORN	SEE NOTE 2	

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		EDGEWATER	ILLDEARBORN	SEE NOTE 2
5050 N FRANCISCO AV	n <u>m</u>	EDGEWATER	ILLDEARBORN	
5145 N CALIFORNIA AV	മ	EDGEWATER	ILLDEARBORN	
	හ	EDGEWATER	ILLDEARBORN	
	മ	EDGEWATER	ILLDEARBORN	
	æ	EDGEWATER	ILLDEARBORN	
	Ω.	EDGEWATER	ILLDEARBORN	
5559 N LAKE SHORE DR	മ	EDGEWATER	ILLDEARBORN	NOTE:
	മ	EDGEWATER	ILLDEARBORN	SEE NOTE 2
SOOD IN SHERIDAN RD	ഥ	EDGEWATER	ILLDEARBORN	101
	Ω	EDGEWATER	ILLDEARBORN	
	മ	EDGEWATER	ILLDEARBORN	NOTE:
	മ	EDGEWATER	ILLDEARBORN	SEE NOTE 2
	മ	EDGEWATER	ILLDEARBORN	NOTE
	ω	EDGEWATER	ILLDEARBORN	NOTE
SOUS IN ENCADORS	മ	EDGEWATER	ILLDEARBORN	NOTE
	മ	EDGEWATER	ILLDEARBORN	SEE NOTE 2
	00	EDGEWATER	ILLDEARBORN	NOTE
	200	EDGEWATER	ILL-DEARBORN	NOTE
74	100	EDGEWATER	ILLDEARBORN	NOTE
•	ι 🕰	EDGEWATER	ILLDEARBORN	NOTE
	ഫ	EDGEWATER	ILLDEARBORN	SEE NOTE 2
	മ	EDGEWATER	ILLDEARBORN	SEE NOTE 2
	∢	FRANKLIN	ILLDEARBORN	NOTE
	∶ ∢	FRANKLIN	ILLDEARBORN	SEE NOTE 2
	. ∢	FRANKLIN	ILLDEARBORN	SEE NOTE 2
	. ∢	FRANKLIN	ILLDEARBORN	SEE NOTE 2
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	∢	FRANKLIN	ILLDEARBORN	NOTE
	. ⊲	FRANKLIN	ILLDEARBORN	SEE NOTE 2
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	. ∢	FRANKLIN	ILLDEARBORN	NOTE
	∢	FRANKLIN	ILLDEARBORN	
	∢	FRANKLIN	ILLDEARBORN	SEE NOTE 2
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A77 N STATE	∢	FRANKLIN	ILLDEARBORN	SEE NOTE 2
180 N 1 ASA 1 F	∢	FRANKLIN	ILLDEARBORN	SEE NOTE 2
185 N WABASH AV	∢	FRANKLIN	ILL,-DEARBORN	SEE NOTE 2
# 180 V 18 C	∢	FRANKLIN	ILLDEARBORN	SEE NOTE 2
2.4.1人の人にはしなった。	∢	FRANKLIN	ILL,-DEARBORN	SEE NOTE 2
20 N CLARK	∢	FRANKLIN	ILLDEARBORN	SEE NOTE 2
20 N MICHIGAN AV	∢	FRANKLIN	ILLDEARBORN	SEE NOTE 2
	∢	FRANKLIN	ILLDEARBORN	SEE NOTE 2
20 N VACA VI 00C	⋖	FRANKLIN	ILLDEARBORN	SEE NOTE 2
אס ייטרואאס ה גיסני אס ייטרואאס ה גיסני	∢	FRANKLIN	ILLDEARBORN	SEE NOTE 2
SOLE INTERPOLETION	∵ ∢	FRANKLIN	ILLDEARBORN	SEE NOTE 2
202 W WASHINGTON	⋖	FRANKLIN	ILLDEARBORN	SEE NOTE 2
203 E MANDOCI 11	⋖	FRANKLIN	ILLDEARBORN	SEE NOTE 2
22 N LA SALCE 224 W WA CKED DD	∶ ∢	FRANKLIN	ILLDEARBORN	SEE NOTE 2
224 W WACHEN DN	: ∢	FRANKLIN	ILLDEARBORN	SEE NOTE 2
TAIL OF THE PROPERTY OF THE PR	∵ ⊲1	FRANKLIN	ILLDEARBORN	SEE NOTE 2
30 N LA SALLE	: ∢	FRANKLIN	ILL,-DEARBORN	SEE NOTE 2
	< ∢	FRANKLIN	ILLDEARBORN	SEE NOTE 2
30'i N WELLS	: ∢	FRANKLIN	ILLDEARBORN	SEE NOTE 2
30/ N CLARA	: ⊲	FRANKLIN	ILLDEARBORN	SEE NOTE 2
SU/ N DEARDORIN	ζ∢	FRANKLIN	ILLDEARBORN	SEE NOTE 2
30/ IN FRAINFLIN	∶ ∢	FRANKLIN	ILLDEARBORN	SEE NOTE 2
309 N WELLS	ζ ∢	FRANKLIN	ILLDEARBORN	SEE NOTE 2
33 N DEARBORIN	∶∢	FRANKLIN	ILLDEARBORN	SEE NOTE 2
33 N LA SALLE	: ∢	FRANKLIN	ILLDEARBORN	SEE NOTE 2
333 W LANE	∶∢	FRANKLIN	ILLDEARBORN	SEE NOTE 2
350 W LANE	: ∢	FRANKLIN	ILL,-DEARBORN	SEE NOTE 2
SOUTH MICHIGAN	∢	FRANKLIN	ILLDEARBORN	SEE NOTE 2
SOZ VV LANCE SOS NI MICHICANI AV	∢	FRANKLIN	ILLDEARBORN	SEE NOTE 2
300 (VICE) (VICE	∶ ∢	FRANKLIN	ILLDEARBORN	SEE NOTE 2
368 W KANDOLFIN	. α	FRANKLIN	ILLDEARBORN	SEE NOTE 2
50 E WACKER DR	. ⊲	FRANKLIN	ILLDEARBORN	SEE NOTE 2
50 W WASHING LOIN	(∢	FRANKLIN	ILLDEARBORN	SEE NOTE 2
52 W WACKER DR	. ⊲	FRANKLIN	ILLDEARBORN	SEE NOTE 2
55 W KANDOLITA	: ∢	FRANKLIN	ILLDEARBORN	SEE NOTE 2
60 E KANDOLPH 60 W MASHINGTON	: ∢	FRANKLIN	ILLDEARBORN	SEE NOTE 2
AS TO THE SECTION OF	<	FRANKLIN	ILLDEARBORN	SEE NOTE 2
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78 E WASHINGTON 8 E RANDOLPH	4 4	FRANKLIN FRANKLIN	ILLDEARBORN ILLDEARBORN	SEE NOTE 2 SEE NOTE 2
1116 N KEDZIE AV	œ	HUMBOLDT	ILLDEARBORN	SEE NOTE 2
1125 N ASHLAND AV	മ	HUMBOLDT	ILLDEARBORN	SEE NOTE 2
1217 N BOSWORTH AV	മ	HUMBOLDT	ILLDEARBORN	SEE NOTE 2
1224 N CAMPBELL AV	ď	HUMBOLDT	ILLDEARBORN	SEE NOTE 2
1244 N WESTERN AV	۵۵	HUMBOLDT	ILLDEARBORN	SEE NOTE 2
1271 N MILWAUKEE AV	ω	HUMBOLDT	ILLDEARBORN	SEE NOTE 2
1300 N NOBLE	œ	HUMBOLDT	ILL,-DEARBORN	SEE NOTE 2
1320 W CONCORD PL	ďΩ	HUMBOLDT	ILLDEARBORN	SEE NOTE 2
1330 N PULASKI RD	മ	HUMBOLDT	ILLDEARBORN	SEE NOTE 2
1344 N DEAN	മ	HUMBOLDT	ILLDEARBORN	SEE NOTE 2
1400 N HUMBOLDT DR	ш	HUMBOLDT	ILLDEARBORN	SEE NOTE 2
1400 N SACRAMENTO AV	മ	HUMBOLDT	ILLDEARBORN	SEE NOTE 2
1419 W BLACKHAWK	മ	HUMBOLDT	ILLDEARBORN	SEE NOTE 2
1425 N DAMEN AV	മ	HUMBOLDT	ILLDEARBORN	SEE NOTE 2
1520 N DAMEN AV	ш	HUMBOLDT	ILLDEARBORN	SEE NOTE 2
1558 N ELSTON AV	മ	HUMBOLDT	ILLDEARBORN	SEE NOTE 2
1605 N TROY	മ	HUMBOLDT	ILLDEARBORN	SEE NOTE 2
1640 N DRAKE AV	മ	HUMBOLDT	ILLDEARBORN	SEE NOTE 2
1640 N MAPLEWOOD AV	ф	HUMBOLDT	ILLDEARBORN	SEE NOTE 2
1642 N KOSTNER AV	മ	HUMBOLDT	ILLDEARBORN	
1656 N KEELER AV	m	HUMBOLDT	ILLDEARBORN	SEE NOTE 2
1680 N THROOP	m	HUMBOLDT	ILLDEARBORN	SEE NOTE 2
1685 N THROOP ST	В	HUMBOLDT	ILLDEARBORN	SEE NOTE 2
1701 N BOSWORTH AV	മ	HUMBOLDT	ILLDEARBORN	SEE NOTE 2
1701 N THROOP	മ	HUMBOLDT	ILLDEARBORN	SEE NOTE 2
1713 N SPRINGFIELD AV	Ф	HUMBOLDT	ILLDEARBORN	SEE NOTE 2
1715 N SPRINGFIELD AV	മ	HUMBOLDT	ILLDEARBORN	SEE NOTE 2
1747 N PULASKI RD	മ	HUMBOLDT	ILLDEARBORN	SEE NOTE 2
1747 N SPRINGFIELD AV	മ	HUMBOLDT	ILLDEARBORN	SEE NOTE 2
1800 N ASHLAND AV	മ	HUMBOLDT	ILLDEARBORN	SEE NOTE 2
1824 N BESLY CT	മ	HUMBOLDT	ILLDEARBORN	SEE NOTE 2
1827 N MONTICELLO AV	മ	HUMBOLDT	ILLDEARBORN	SEE NOTE 2
1845 W RICE	മ	HUMBOLDT	ILLDEARBORN	SEE NOTE 2

1860 N CALIFORNIA AV 1860 N CALIFORNIA AV 2036 N AVERS AV 2056 N DAMEN AV 2150 N CALIFORNIA AV 2179 N STAV 2240 N KILB BULRN AV 2324 W DIVISION 2325 W ERIE 2325 W CHICAGO AV 2325 W CHICAGO AV 2325 W CHICAGO AV 2325 W CHICAGO AV 2325 W GRAND AV 2402 N WASHTENAW AV 2403 W GRAND AV 2505 W GRAND AV 2605 W GRAND AV 2606 W GRAND AV 2606 W GRAND AV 2606 W GRAND	HUMBOLDT ILLDEARBORN ILLDE	000000000000000000000000000000000000000	SEE NOTE 2
1000 E OHIO	EARBORN ILLDEARBORN		NONE
1044 N KINGSBURY A ILLDEARBORN	EARBORN ILLDEARBORN		NONE

RBORN NONE	LL-DEARBORN SEE NOTE 1
ILLDEARBORN	ILLDEARBORN ILLDEARBORN ILLDEARBORN ILLDEARBORN ILLDEARBORN ILLDEARBORN ILLDEARBORN ILLDEARBORN ILLDEARBORN
ILLDEARBORN	IRVING
<<<<<<<<<<<<<<<<<<<<<<<<<<<<<<<<<<<<<<	<u> </u>
108 N STREETER DR 222 MERCHANDISE MART PLZ 255 E NORTH WATER 259 N COLUMBUS DR 301 N STATE 307 N LA SALLE DR 308 N STATE 320 N CLARK 325 W KINZIE 326 N WABASH AV 327 1/2 N LA SALLE 330 N WABASH AV 401 N COLUMBUS DR 401 N COLUMBUS DR 402 N LAKE SHORE DR 423 W KINZIE 444 N DEARBORN 444 W GRAND AV 510 N PESHTIGO CT 54 W HUBBARD 541 N FAIRBANKS CT 55 W ILLINOIS 580 N KINGSBURY 600 E GRAND AV	2509 W IRVING PARK RD 2646 W EASTWOOD AV 2741 W MONTROSE AV 3143 N ROCKWELL 3147 N ROCKWELL 3151 W BRYN MAWR AV 3401 N ELSTON AV 3512 W MONTROSE AV 3516 W SCHOOL 3548 W ADDISON 3548 W IRVING PARK RD

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2623 N CENTRAL PARK AV	മ	IRVING	ILLDEARBORN	SEE NOTE 1
3718 W IRVING PARK RD	മ	IRVING	ILLDEARBORN	SEE NOTE 1
37 SO W INVINCE CONTROL SERVICES	m	IRVING	ILLDEARBORN	SEE NOTE 1
3843 N CALIFORNIA AV	മ	IRVING	ILLDEARBORN	SEE NOTE 1
SOUND IN POCKWEI	۵	IRVING	ILLDEARBORN	SEE NOTE 1
3000 N ROCKWEI [ຜ	IRVING	ILLDEARBORN	SEE NOTE 1
3945 N SPRINGFIFI D AV	Ω	IRVING	ILLDEARBORN	SEE NOTE 1
SOURCE STREET ST	മ	IRVING	ILL,-DEARBORN	SEE NOTE 1
444 N BOCKWEI 1	മ	IRVING	ILLDEARBORN	SEE NOTE 1
4.406 N. KEDZIE AV	മ	IRVING	ILLDEARBORN	SEE NOTE 1
4420 N NEDZIE AV	ഫ	IRVING	ILLDEARBORN	SEE NOTE 1
4401 IN TOLINON ON TO 10 10 10 10 10 10 10 10 10 10 10 10 10	م	IRVING	ILL,-DEARBORN	SEE NOTE 1
STOLIN ALDANIA AV	ω.	IRVING	ILL,-DEARBORN	SEE NOTE 1
STOCIN CHARACTER AV	<u>.</u>	IRVING	ILLDEARBORN	SEE NOTE 1
2233 N ALBAN 1 23	മ	IRVING	ILLDEARBORN	SEE NOTE 1
5801 N PULASKI RD	മ	IRVING	ILLDEARBORN	SEE NOTE 1
	٥	112071日	MONROF	SEE NOTE 2
10 S KEDZIE AV	ا ۵			CHLONDE
100 N CENTRAL PARK DR	ന	KEDZIE	MONKOE	
1015 S CENTRAL PARK AV	മ	KEDZIE	MONROE	
A TO A SOUTH OF THE STATE OF TH	m	KEDZIE	MONROE	SEE NOTE 2
1101 S OACH OLONGOOD	മ	KEDZIE	MONROE	
VA _ VOTABLE OF A CAR	. α	KEDZIE	MONROE	NOTE:
ON CENTRAL AV	00	KEDZIE	MONROE	SEE NOTE 2
	100	KEDZIE	MONROE	SEE NOTE 2
	α α α	KEDZIE	MONROE	
2010 W FINENDOM	α.	KEDZIE	MONROE	
	œ	KEDZIE	MONROE	
2053 W VAN BOINEN	ι α	KEDZIE	MONROE	SEE NOTE 2
3041 W AUGUSTA BE		KEDZIE	MONROE	SEE NOTE 2
SUST WANGOOTA DE	Œ	KEDZIE	MONROE	SEE NOTE 2
STO4 W HARRISON	0 00	KEDZIE	MONROE	SEE NOTE 2
STOL W HARRISON	ı cc	KEDZIE	MONROE	SEE NOTE 2
3333 W AKTRINGTON	n cc	KEDZIE	MONROE	SEE NOTE 2
3340 W FILLINORE	n cc	KEDZIE	MONROE	SEE NOTE 2
3420 W CARROLL AV	מנ	KEDZIE	MONROE	SEE NOTE 2
3506 W FILLMORE	٥	1	1	
		Constall	Shop Carley	

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B KEDZIE MONROE SEE NOTE 2	KEDZIE MONROE SEE NOTE	KEDZIE MONROE	KEDZIE MONROE	KEDZIE MONROE	KEDZIE MONROE	KEDZIE MONROE	KEDZIE MONROE	B KEDZIE MONROE SEE NOTE 2	KEDZIE MONROE	KEDZIE MONROE	KEDZIE MONROE SEE NOTE	KEDZIE MONROE	KEDZIE MONROE	KEDZIE MONROE SEE NOTE	KEDZIE MONROE	KEDZIE	KEDZIE MONROE	B KEDZIE MONROE SEE NOTE 2	KEDZIE	KEDZIE	B KEDZIE MONROE SEE NOTE 2	KEDZIE	B KILDARE ILLDEARBORN SEE NOTE 1	KILDARE ILLDEARBORN	ILLDEARBORN SEE	KILDARE ILLDEARBORN	KILDARE ILLDEARBORN SEE	KILDARE ILL,-DEARBORN SEE						
3559 W ARTHINGTON	3659 W KINZIE	3700 W JACKSON BL	3701 W KINZIE	3715 W KINZIE	3727 W KINZIE	3728 W KINZIE	3800 W CONGRESS PKWY	4005 W WEST END AV	4033 W CHICAGO AV	412 N KEDZIE AV	4231 W FERDINAND	4350 W 5TH AV	445 N SACRAMENTO BL	515 S WASHTENAW AV	645 S CENTRAL AV	7 N HOMAN BL	700 N KILBOURN AV	701 N SACRAMENTO BL	714 N KEDZIE AV	730 N PULASKI RD	750 N KILBOURN AV	800 N KEDZIE AV	2827 N PULASKI RD	3150 N MILWAUKEE AV	3160 N MILWAUKEE AV	3618 N PULASKI RD	3834 N CICERO AV	4017 N TRIPP AV	4100 N LONG AV	4101 N CENTRAL AV	4200 N NARRAGANSETT AV	4201 N OAK PARK AV	4222 W FOSTER AV	

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SEE NOTE 1 SEE NOTE 1 SEE NOTE 1	SEE NOTE 1 SEE NOTE 1 SEE NOTE 1 SEE NOTE 1 SEE NOTE 1	SEE NOTE 1 SEE NOTE 1 SEE NOTE 1 SEE NOTE 1 SEE NOTE 1	SEE NOTE 1 SEE NOTE 1 SEE NOTE 1 SEE NOTE 1 SEE NOTE 1 SEE NOTE 1 SEE NOTE 1	SEE NOTE 2 SEE NOTE 2
ILLDEARBORN ILLDEARBORN ILLDEARBORN ILLDEARBORN	ILLDEARBORN ILLDEARBORN ILLDEARBORN ILLDEARBORN ILLDEARBORN	ILLDEARBORN ILLDEARBORN ILLDEARBORN ILLDEARBORN ILLDEARBORN ILLDEARBORN	ILLDEARBORN ILLDEARBORN ILLDEARBORN ILLDEARBORN ILLDEARBORN ILLDEARBORN ILLDEARBORN ILLDEARBORN ILLDEARBORN	WABASH WABASH WABASH WABASH WABASH WABASH WABASH WABASH WABASH
KILDARE KILDARE KILDARE KILDARE	KILDAKE KILDARE KILDARE KILDARE KILDARE	KILDARE KILDARE KILDARE KILDARE KILDARE	KILDARE KILDARE KILDARE KILDARE KILDARE KILDARE KILDARE	LAFAYETTE
മകമെ	ப ம ம ம ம ம	: മ മ മ മ മ മ മ	. നെ ന ന ന ന ന ന ന ന ന	ច្ចាំ
4257 N OAK PARK AV 4400 W LAWRENCE AV 4457 N LAMON AV 4625 N MILWAUKEE AV	4639 N LAMON AV 4650 N PULASKI RD 4820 W SUNNYSIDE AV 4835 N LIPPS AV 4849 N MILWAUKEE AV 4850 W SUNNYSIDE AV	4850 W WILSON AV 4860 W SUNNYSIDE AV 4911 W BELMONT AV 4913 W BELMONT AV 5108 W BELMONT AV 5151 N MII WALIKFE AV	5300 W LAWRENCE AV 5300 W LAWRENCE AV 5401 N ELSTON AV 5430 W GALE 5505 W BERTEAU AV 6002 S CICERO AV 6002 W BERTEAU AV 6100 W IRVING PARK RD	1122 W 34TH PL 1234 W 43RD 1400 W PERSHING RD 1424 W PERSHING RD 1501 W PERSHING RD 1525 W PERSHING RD 1618 W 33RD PL 1637 W PERSHING RD 1645 W CERMAK RD

1863 W 43PD	മ	LAFAYETTE	WABASH	SEE NOTE 2
1701 W PERSHING RD	മ	LAFAYETTE	WABASH	SEE NOTE 2
	Ω	LAFAYETTE	WABASH	SEE NOTE 2
17.43 W 47TH	ш	LAFAYETTE	WABASH	SEE NOTE 2
1849 W 42 T.1.	മ	LAFAYETTE	WABASH	SEE NOTE 2
1824 W 47TH	Ω	LAFAYETTE	WABASH	SEE NOTE 2
1904 W CERMAK RD	മ	LAFAYETTE	WABASH	SEE NOTE 2
1915 W 35TH	മ	LAFAYETTE	WABASH	SEE NOTE 2
2021 W 35TH	Ω.	LAFAYETTE	WABASH	SEE NOTE 2
2022 W CERMAK RD	8	LAFAYETTE	WABASH	SEE NOTE 2
2200 W PERSHING RD	മ	LAFAYETTE	WABASH	SEE NOTE 2
2210 W PERSHING RD	ω	LAFAYETTE	WABASH	SEE NOTE 2
225 S TAMEN AV	മ	LAFAYETTE	WABASH	SEE NOTE 2
223 C DAMENAN 2415 S WESTERN AV	Ω	LAFAYETTE	WABASH	SEE NOTE 2
24 CONTROLLINGS	8	LAFAYETTE	WABASH	SEE NOTE 2
2430 W ENGLINE - C	ω	LAFAYETTE	WABASH	SEE NOTE 2
2524 S WASHTENAW AV	Ω	LAFAYETTE	WABASH	SEE NOTE 2
25Z1 G WASHINGTON STATES	ω	LAFAYETTE	WABASH	SEE NOTE 2
2041 COALL CITATION OF THE DEVILOR AND A CALIFORNIA AV	m	LAFAYETTE	WABASH	SEE NOTE 2
2000 COLI CIVILIONI SER S CALIFORNIA AV	Ω	LAFAYETTE	WABASH	SEE NOTE 2
2000 S CALIFORNIA RI	m	LAFAYETTE	WABASH	SEE NOTE 2
2700 OCERMAK RD	ω.	LAFAYETTE	WABASH	SEE NOTE 2
2725 W 41ST	Ω	LAFAYETTE	WABASH	SEE NOTE 2
2723 WESTERN AV	<u>.</u>	LAFAYETTE	WABASH	SEE NOTE 2
2741 S WESTERN AV	മ	LAFAYETTE	WABASH	SEE NOTE 2
2829 S VICOTERATOR	മ	LAFAYETTE	WABASH	SEE NOTE 2
2023 S S/IEI S S S S S S S S S S S S S S S S S S	۵	LAFAYETTE	WABASH	SEE NOTE 2
3002 W 42ND	ω	LAFAYETTE	WABASH	SEE NOTE 2
SOUZ VI TEIVE	മ	LAFAYETTE	WABASH	SEE NOTE 2
3045 W 34ST ST	Ω	LAFAYETTE	WABASH	SEE NOTE 2
3036 N CALIEDRAIA AV	മ	LAFAYETTE	WABASH	SEE NOTE 2
2020 COET CITY OF THE PORT OF	Ω	LAFAYETTE	WABASH	SEE NOTE 2
SOCIAL CEED		LAFAYETTE	WABASH	SEE NOTE 2
SOCIAL SETTING CONTRACTOR SETTIN	α.	LAFAYETTE	WABASH	NOTE
3100 S SACRAMENTO AV	ω	LAFAYETTE	WABASH	SEE NOTE 2
3100 0 0ACCAMENT (COM	ம்	LAFAYETTE	WABASH	SEE NOTE 2
3124 S SACRAMENTO AV	m	LAFAYETTE	WABASH	SEE NOTE 2
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3148 S SACRAMENTO AV	മ	LAFAYETTE	WABASH	SEE NOTE 2
3150 S SACRAMENTO AV	œ	LAFAYETTE	WABASH	NOTE
3200 S KEDZIE AV	œ	LAFAYETTE	WABASH	SEE NOTE 2
3201 S WOLCOTT AV	œ)	LAFAYETTE	WABASH	SEE NOTE 2
3202 W 28TH	മ	LAFAYETTE	WABASH	SEE NOTE 2
3225 S RACINE AV	8	LAFAYETTE	WABASH	SEE NOTE 2
3400 S HALSTED	В	LAFAYETTE	WABASH	SEE NOTE 2
3400 S LAWNDALE AV	۵۵	LAFAYETTE	WABASH	SEE NOTE 2
3417 S HAMILTON AV	œ	LAFAYETTE	WABASH	SEE NOTE 2
3440 S LAWNDALE AV	В	LAFAYETTE	WABASH	SEE NOTE 2
3458 S LAWNDALE AV	9	LAFAYETTE	WABASH	SEE NOTE 2
3501 S LOWE AV	മ	LAFAYETTE	WABASH	SEE NOTE 2
3509 S LOWE AV	ω	LAFAYETTE	WABASH	SEE NOTE 2
3559 S MAPLEWOOD AV	മ	LAFAYETTE	WABASH	SEE NOTE 2
3620 S LITUANICA AV	8	LAFAYETTE	WABASH	SEE NOTE 2
3746 S IRON	8	LAFAYETTE	WABASH	SEE NOTE 2
3757 W 34TH	8	LAFAYETTE	WABASH	SEE NOTE 2
3812 S IRON	മ	LAFAYETTE	WABASH	SEE NOTE 2
3860 S ARTESIAN AV	മ	LAFAYETTE	WABASH	SEE NOTE 2
3900 S CALIFORNIA AV	മ	LAFAYETTE	WABASH	SEE NOTE 2
3901 S ASHLAND AV	മ	LAFAYETTE	WABASH	SEE NOTE 2
3950 S HONORE	8	LAFAYETTE	WABASH	SEE NOTE 2
4000 S ASHLAND AV	8	LAFAYETTE	WABASH	SEE NOTE 2
4008 S ASHLAND AV	മ	LAFAYETTE	WABASH	SEE NOTE 2
4034 W 47TH	ω	LAFAYETTE	WABASH	SEE NOTE 2
4150 S CALIFORNIA AV	മ	LAFAYETTE	WABASH	SEE NOTE 2
4247 W 31ST	6 0	LAFAYETTE	WABASH	SEE NOTE 2
4308 S ARCHER AV	മ	LAFAYETTE	WABASH	SEE NOTE 2
4309 S ASHLAND AV	മ	LAFAYETTE	WABASH	SEE NOTE 2
4313 S ASHLAND AV	മ	LAFAYETTE	WABASH	SEE NOTE 2
4314 S ARCHER AV	മ	LAFAYETTE	WABASH	SEE NOTE 2
4401 S ASHLAND AV	۵۵	LAFAYETTE	WABASH	SEE NOTE 2
4430 S MARSHFIELD AV	മ	LAFAYETTE	WABASH	NOTE
4650 S DAMEN AV	83	LAFAYETTE	WABASH	
4770 S KEDZIE AV	ш	LAFAYETTE	WABASH	
4815 S KARLOV AV	മ	LAFAYETTE	WABASH	NOTE
642 W 43RD	മ	LAFAYETTE	WABASH	SEE NOTE 2

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SEE NOTE 2 SEE NOTE 2 SEE NOTE 2	SEE NOTE 3	SEE NOTE 2
WABASH WABASH WABASH	ILLDEARBORN	ILLDEARBORN
LAFAYETTE LAFAYETTE LAFAYETTE	LAKESHORE	LAKEVIEW
മമമ	44444444	8 8 8 8 8 8 8 8 8 8 8 8 8 8 8 8 8 8 8 8
644 W 43RD 647 W ROOT 940 W EXCHANGE AV	101 S LAKE SHORE DR 111 N LAKE SHORE DR 156 N LAKE SHORE DR 200 E RANDOLPH 200 E WACKER PL 300 E WACKER DR 303 E WACKER DR 330 E MONROE DR 350 E MONROE DR 351 E RANDOLPH 525 E WACKER DR 600 E RANDOLPH	1052 W WAVELAND AV 1358 W WEBSTER AV 140 W DIVERSEY PKWY 1408 W CORTLAND 150 W ST JAMES PL 1501 W SCHOOL 1600 N LAKE SHORE DR 1633 W MEDILL AV 1633 W MELROSE 1639 W MELROSE 1730 N STOCKTON DR 1732 W BYRON 1919 N SEMINARY AV 200 W DIVERSEY PKWY

W. Adva M. COM. Livings	Ω	LAKEVIEW	ILLDEARBORN	SEE NOTE 2
ZOGO IN CINCOLIN PARKY VY	e C	AKEVIEW	ILLDEARBORN	SEE NOTE 2
2150 N CANNON UK	ם מ	I AKEVIEW	ILLDEARBORN	SEE NOTE 2
2200 N CANNON UK	ממ	I AKFVIEW	ILLDEARBORN	SEE NOTE 2
2214 W BAKKY AV	ο α	1 AKEVIEW	ILLDEARBORN	SEE NOTE 2
2250 N CLIF I ON AV	ם מ	I AKEVIEW	III -DEARBORN	SEE NOTE 2
2340 N CLYBOURN AV	οα	LAKEVIEW	ILLDEARBORN	SEE NOTE 2
23/5 W ADDISON	2 00	LAKEVIEW	ILLDEARBORN	SEE NOTE 2
2400 N LANE SHONE DIV	1 00	LAKEVIEW	ILLDEARBORN	SEE NOTE 2
2450 W BELMONT AV	മ	LAKEVIEW	ILLDEARBORN	SEE NOTE 2
2432 W DEEMONT	മ	LAKEVIEW	ILLDEARBORN	SEE NOTE 2
2004 N HAI STED	ω	LAKEVIEW	ILLDEARBORN	SEE NOTE 2
254 IN TAKE TEE	m	LAKEVIEW	ILLDEARBORN	SEE NOTE 2
SOOG WICH ADDITION	Ω	LAKEVIEW	ILLDEARBORN	SEE NOTE 2
2025 IN CEMENA AV	ι α	LAKEVIEW	ILL-DEARBORN	SEE NOTE 2
2020 N LAKKEVILAV AV	æ	LAKEVIEW	ILLDEARBORN	SEE NOTE 2
2030 N FO LINE AV	σ.	LAKEVIEW	ILLDEARBORN	SEE NOTE 2
2040 N DO ING AV	മ	LAKEVIEW	ILLDEARBORN	SEE NOTE 2
27 10 IN DALSTED	00	LAKEVIEW	ILLDEARBORN	SEE NOTE 2
2733 IN AGITATION AV	· œ	LAKEVIEW	ILLDEARBORN	SEE NOTE 2
2000 IN CENTRAL AV	മ	LAKEVIEW	ILLDEARBORN	SEE NOTE 2
2030 N CLIDOOLA DV		LAKEVIEW	ILLDEARBORN	SEE NOTE 2
2047 IN OLDINO 2040 N CLADK	. ca	LAKEVIEW	ILLDEARBORN	SEE NOTE 2
2049 N CLANN	ω.	LAKEVIEW	ILLDEARBORN	SEE NOTE 2
2940 N OF IBOOKS AV	. 00	LAKEVIEW	ILLDEARBORN	SEE NOTE 2
SOU W BELINGING AV	ι 20	LAKEVIEW	ILLDEARBORN	SEE NOTE 2
SUSSING TO THE DV	Ω	LAKEVIEW	ILLDEARBORN	SEE NOTE 2
2243 N CAMIT PLEE AV	മ	LAKEVIEW	ILLDEARBORN	SEE NOTE 2
22 W MONTHOUT DE 24FO N L AKE SHORE DR	6	LAKEVIEW	ILLDEARBORN	SEE NOTE 2
SASO N ESTA CITATION OF SASO N SOLITHDON'S AV	Ω	LAKEVIEW	ILLDEARBORN	SEE NOTE 2
SOUS IN SOCIETY ON THE	ı c c	LAKEVIEW	ILLDEARBORN	SEE NOTE 2
3552 N STEPTIFIED AV	100	LAKEVIEW	ILLDEARBORN	SEE NOTE 2
SOOD IN LINES LED SOOD IN LAKE SHOPE DR	മ	LAKEVIEW	ILLDEARBORN	SEE NOTE 2
SOUD IN EASTE OF COSTS DESCRIPTION OF THE PROPERTY OF THE PROP	ω	LAKEVIEW	ILLDEARBORN	SEE NOTE 2
3640 N HAI STED	മ	LAKEVIEW	ILLDEARBORN	SEE NOTE 2
3040 N DALSTED 3754 N SOLITHPORT AV	ω	LAKEVIEW	ILLDEARBORN	SEE NOTE 2
3755 N RECREATION DR	ш	LAKEVIEW	ILLDEARBORN	SEE NOTE 2
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SEE NOTE 2 SEE NOTE 2 SEE NOTE 2 SEE NOTE 2 SEE NOTE 2 SEE NOTE 2	SEE NOTE 1 SEE NOTE 1	SEE NOTE 1 SEE NOTE 1 SEE NOTE 1 SEE NOTE 1	SEE NOTE 1 SEE NOTE 1 SEE NOTE 1 SEE NOTE 1	SEE NOTE 1 SEE NOTE 1	SEE NOTE 2 SEE NOTE 2 SEE NOTE 2 SEE NOTE 2	SEE NOTE 2 SEE NOTE 2 SEE NOTE 2 SEE NOTE 2 SEE NOTE 2 SEE NOTE 2 SEE NOTE 2
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3801 N DAMEN AV 3817 N RECREATION DR 3930 N CLARK 4429 N CLIFTON AV 644 W BELMONT AV 825 W SHERIDAN RD 929 W BUENA AV	959 W FULLERTON AV 1224 S KOMENSKY AV 1401 S SACRAMENTO AV	1449 S KOLIN AV 1539 S SPRINGFIELD AV 1817 S PULASKI RD 2111 S HAMLIN AV	2358 S WHIPPLE 2650 W OGDEN AV 3042 S KEDVALE AV 3250 W OGDEN AV 3353 W 13TH	3945 W 16TH 4003 W 27TH	1741 N MANGO AV 2318 N LAVRGNE AV 2323 N NATCHEZ AV 2611 N LOCKWOOD AV	2817 N NATOMA AV 3020 N OAK PARK AV 3104 N NARRAGANSETT AV 4619 W HOMER 5130 W NORTH AV 5258 W GRAND AV 5356 W WRIGHTWOOD AV

MONROE SEE NOTE 2	WABASH SEE NOTE 1	MONROE MO
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5555 W GRAND AV 5605 W GRAND AV 5724 W NORTH AV 5739 W BELMONT AV 6100 W BLOOMINGDALE AV 6100 W FULLERTON AV 6221 W WRIGHTWOOD AV 6851 W BELDEN AV 6969 W GRAND AV	11659 S AVNUE O 12440 S TORRENCE AV 12701 S DOTY AV E 13201 S EXCHANGE AV 13359 S BURLEY AV 13707 S JEFFERY AV 3054 E 130TH	1 S LOOMIS 10 N LEAVITT 100 S RACINE AV 1055 W ROOSEVELT RD 1100 S HAMILTON AV 1101 W MONROE 1101 W TAYLOR 1119 W CULLERTON 1123 W ROOSEVELT RD 1129 W CHICAGO AV 1129 W CHICAGO AV 1200 W MADISON 1201 S CAMPBELL AV 1201 S LOOMIS 121 N ELIZABETH 1220 W RANDOLPH

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224 W VAN BUREN 240 S DAMEN AV 242 S LOOMIS	മമ	MONROE MONROE	MONROE MONROE	NON E
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2045 W WASHINGTON BL	۵	MONROE	MONROE	NONE

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207 S THROOP	co c	MONROE	MONROE	NONE
Z10 S LOCIMIS 2102 W OGDEN AV	മെ	MONROE	MONROF	NON ENON
2106 W ADAMS	ıω	MONROE	MONROE	NON
2107 W MONROE	B	MONROE	MONROE	NONE
2111 W LEXINGTON	В	MONROE	MONROE	NONE
2121 W HARRISON	മ	MONROE	MONROE	NONE
2133 W LEXINGTON	മ	MONROE	MONROE	NONE
2133 W PRATT BL	В	MONROE	MONROE	NONE
2160 W OGDEN AV	Ф	MONROE	MONROE	NONE
2240 W OGDEN AV	B	MONROE	MONROE	NONE
2245 W OGDEN AV	&	MONROE	MONROE	NONE
2310 W ROOSEVELT RD	80	MONROE	MONROE	NONE
2322 S ASHLAND AV	20	MONROE	MONROE	NONE
2325 S HALSTED	வ	MONROE	MONROE	NON
2334 S ASHLAND AV	(C)	MONROE	MONROE	NONE
2350 W OGDEN AV	a	MONROE	MONROE	NONE
2451 S ASHLAND AV	B	MONROE	MONROE	NONE
25 S LAFLIN	œ	MONROE	MONROE	NONE
2515 W JACKSON BL	6	MONROE	MONROE	NONE
2525 S LOOMIS	Ф	MONROE	MONROE	NONE
2599 S ASHLAND AV	മ	MONROE	MONROE	NONE
301 W 18TH	a	MONROE	MONROE	NONE
35 S PAULINA	80	MONROE	MONROE	NONE
501 W CERMAK RD	ď	MONROE	MONROE	NONE
531 W 16TH	മ	MONROE	MONROE	NONE
535 W GRAND AV	മ	MONROE	MONROE	NONE
555 W 14TH PL	a	MONROE	MONROE	NONE
6 S HOYNE AV	മ	MONROE	MONROE	NONE
735 W HARRISON	മ	MONROE	MONROE	NON
750 S HOYNE AV	B	MONROE	MONROE	NONE
838 N NOBLE	CO	MONROE	MONROE	NON
910 S ABERDEEN	B	MONROE	MONROE	NONE
933 W VAN BUREN	8	MONROE	MONROE	NONE
937 N WOOD	മ	MONROE	MONROE	NONE

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LLDEARBORN SEE NOTE 1	WABASH SEE NOTE 2 WABASH SEE NOTE 2 WABASH SEE NOTE 2
NEWCASTLE	OAKLAND
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5201 N OKETO AV 5329 W DEVON AV 5426 W DEVON AV 5430 N OLCOTT AV 6030 N AVONDALE AV 6030 N AVONDALE AV 6200 W DEVON AV 6313 W ROSEDALE AV 6424 N LEHIGH AV 6453 W HIGGINS AV 6534 N NATOMA AV 6550 N NORTHWEST HWY 7001 W BRYN MAWR AV 7001 W BRYN MAWR AV 7025 N TAHOMA AV 7025 N PRATT AV 7350 W PRATT AV	1000 E OAKWOOD BL 1301 W 52ND 1307 W 52ND 1330 E 50TH 220 E 55TH 3309 S SHIELDS AV 331 W 45TH 3540 S NORMAL AV 3618 S STATE 3647 S STATE 3651 S FEDERAL 3658 S STATE 3658 S STATE 37 W 47TH 3704 S VINCENNES AV 3748 S PRAIRIE AV

S WENTWORTH AV S WENTWORTH AV S RHODES AV	ത ത ത	OAKLAND OAKLAND OAKLAND	WABASH WABASH WABASH	SEE NOTE 2 SEE NOTE 2 SEE NOTE 2
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4524 W 65TH	മ	PORTSMOUTH	WABASH	SEE NOTE 1
4600 W 72ND	മ	PORTSMOUTH	WABASH	SEE NOTE 1
4625 W 55TH	ഇ	PORTSMOUTH	WABASH	SEE NOTE 1
4839 W 47TH	മ	PORTSMOUTH	WABASH	SEE NOTE 1
4901 S KILBOURN AV	മ	PORTSMOUTH	WABASH	SEE NOTE 1
4949 S ARCHER AV	ω	PORTSMOUTH	WABASH	SEE NOTE 1
5010 W 50TH	മ	PORTSMOUTH	WABASH	SEE NOTE 1
5055 S ARCHER AV	ω	PORTSMOUTH	WABASH	SEE NOTE 1
5116 W 44TH	മ	PORTSMOUTH	WABASH	SEE NOTE 1
5150 W 63RD	മ	PORTSMOUTH	WABASH	SEE NOTE 1
5200 W 63RD	മാ	PORTSMOUTH	WABASH	SEE NOTE 1
5245 W 55TH	മ	PORTSMOUTH	WABASH	SEE NOTE 1
5301 S CICERO AV	മ	PORTSMOUTH	WABASH	SEE NOTE 1
5554 S CENTRAL AV	മ	PORTSMOUTH	WABASH	SEE NOTE 1
5556 S CENTRAL AV	20	PORTSMOUTH	WABASH	SEE NOTE 1
5557 S NARRAGANSETT AV	ω	PORTSMOUTH	WABASH	SEE NOTE 1
5600 S CENTRAL AV	മ	PORTSMOUTH	WABASH	SEE NOTE 1
5625 S MOBILE AV	00	PORTSMOUTH	WABASH	SEE NOTE 1
5642 S CENTRAL AV	മ	PORTSMOUTH	WABASH	SEE NOTE 1
5700 S CICERO AV	മ	PORTSMOUTH	WABASH	SEE NOTE 1
5825 S KOSTNER AV	മ	PORTSMOUTH	WABASH	SEE NOTE 1
5838 S ARCHER AV	മ	PORTSMOUTH	WABASH	SEE NOTE 1
5919 S ARCHER AV	മ	PORTSMOUTH	WABASH	SEE NOTE 1
6035 S ARCHER AV	മ	PORTSMOUTH	WABASH	SEE NOTE 1
6140 S MELVINA AV	മ	PORTSMOUTH	WABASH	SEE NOTE 1
6201 S LARAMIE AV	ໝ	PORTSMOUTH	WABASH	SEE NOTE 1
6427 S KEATING AV	മ	PORTSMOUTH	WABASH	SEE NOTE 1
6700 S KEATING AV	മ	PORTSMOUTH	WABASH	SEE NOTE 1
6759 S KOLIN AV	മ	PORTSMOUTH	WABASH	SEE NOTE 1
6901 S CICERO AV	τO	PORTSMOUTH	WABASH	SEE NOTE 1
7500 S PULASKI RD		PORTSMOUTH	WABASH	SEE NOTE 1
7659 S PULASKI RD	മ	PORTSMOUTH	WABASH	SEE NOTE 1
8422 S KEDVALE AV	മ	PORTSMOUTH	WABASH	SEE NOTE 1
1743 W 73RD 1745 W 63RD	മെമ	PROSPECT PROSPECT	WABASH WABASH	SEE NOTE 2 SEE NOTE 2

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1756 W 74TH	2215 W 501H	22.3 W 5131	2300 W 62ND	2304 W 52ND	2001 VV 02ND	24 IO W 551 H	2440 W 63KU	2519 W /91H	2531 W MARGOETTE RD	2000 W 001FPL	2805 W 331H	2026 W 85TH	3200 W 34 AANIN DB		3357 W 667U	3434 W 351H	3500 18/ 5011	3500 W 601.F	3515 W 55KD 3540 M 746T	<u> </u>	402F S WESTERN PL	4923 G WESTERN BL	4900 O WESTERN BL	5000 S WOOD	5000 S WCCD	5220 S WESTERN AV	5311 S HAMILTON AV	55:1 0 1:0 mile 10:1 Av	5234 S CENTEAL AV	5727 S DACINE AV	0 0	0 0	SSOL O CENTRAL AV	5902 S WESTERN AV	5041 S DAMEN AV	9955 S ASHLAND AV

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B	•	B PULL MAN	_						B PULLMAN	_														B PULLMAN			B RIVER GROVE		B ROGERS PARK		B ROGERS PARK	
28 E 112TH PL	301 E 111TH	330 W 104TH	34 E 114TH	345 W 104TH	351 W 104TH	401 W 123RD	49 F 95TH	722 E 103Pn	727 E 11471	744 E 103DD	840 F 403BD	829 W 119TH	833 W 115TH	900 F 103ED	904 F 1318T	922 F 131ST	939 F 132ND	0.00 L 1.00 L 1.	941 E 132ND 951 E 132ND DI	957 E 132ND FL	307 E 132ND PL 076 E 133NB	97.3 E 13ZNU 0004 G DE AADTHATTATATATATATATATATATATATATATATATAT	9901 O DA MAKTIN LUTHEK KING JK DR	SSIZ O TRINCETON AV	3918 N HADI EM AV	7536 W ADDISON	8029 W FOREST PRESERVE AV		>	,	AV	1910 W/ E! MOV! E AV

SEE	ILL-DEARBORN SEE NOTE 1	WABASH SEE NOTE 2
ROGERS PARK ROGERS PARK ROGERS PARK ROGERS PARK ROGERS PARK	B ROGERS PARK	SCHILLER PARK B SOUTH CHICAGO
1545 W.ROSEMONT AV 1607 W HOWARD 1631 W JONQUIL TER 1723 W GREENLEAF AV 2045 W PRATT BL	2544 W ESTES AV 2600 W JARLATH 2650 W PETERSON AV 6239 N CALIFORNIA AV 6242 N CALIFORNIA AV 6441 N RAVNSWOOD AV 6464 N CLARK 6601 N WESTERN AV 6601 N WESTERN AV 6907 N CLARK 7205 N SHERIDAN RD 7340 N ROGERS AV	10340 BERTEAU AV 10021 S AVNUE D 10101 S STONY ISLAND AV 10458 S HOXIE AV 10542 S EWING AV 10550 S YATES AV 10515 S EWING AV 10901 S AV N 1215 E 82ND 1215 E 83RD 1301 E 83RD 1301 E 83RD

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SEE NOTE 2	SEE NOTE 2
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8516 S COMMERCIAL AV 8800 S MERRILL AV 8801 S ANTHONY AV 8828 S STONY ISLAND AV 8900 S SOUTH CHICAGO AV 8930 S MUSKEGON AV 9052 S SOUTH CHICAGO AV 9055 S HOUSTON AV 9055 S HOUSTON AV 9140 S EXCHANGE AV 9211 S EWING AV 9211 S EWING AV 9200 S KENWOOD AV 9300 S KENWOOD AV 9501 S SOUTH CHICAGO AV 9600 S AVNUE M 9729 S YATES AV 9801 S AVNUE G	1000 E 76TH 1006 E 76TH 101 E 79TH 110 E 79TH 1140 W 79TH 1221 W 76TH 1317 W 74TH 1440 W 84TH 1440 W 84TH 1437 W 73RD 16 W 64TH 25 W 65TH 25 W 65TH 2601 E 90TH PL 509 E 90TH 513 W 72ND 607 W 92ND

611 W 69TH	Δ.	STEWART	WABASH	SEE NOTE 2
6101 S NORWAL BL	co 1	STEWART	WABASH	SEE NOTE 2
0204 S GREEN	co	STEWART	WABASH	NOTE
024/ 3 HALS EU	ω :	STEWART	WABASH	NOTE
6517 S HALSTED	ш.	STEWART	WABASH	NOTE
6551 S WENTWORTH AV	oc.	STEWART	WABASH	
6355 S WENTWORTH AV	മ	STEWART	WABASH	SEE NOTE 2
641 W 63RD	മ	STEWART	WABASH	SEE NOTE 2
645 W 69TH	œ	STEWART	WABASH	SEE NOTE 2
650 W 83RD	മ	STEWART	WABASH	SEE NOTE 2
6500 S RACINE AV	മ	STEWART	WABASH	SEE NOTE 2
657 W 63RD	മ	STEWART	WABASH	SEE NOTE 2
6800 S WENTWORTH AV	മ	STEWART	WABASH	SEE NOTE 2
6858 S INDIANA AV	മ	STEWART	WABASH	SEE NOTE 2
/101 S PARNELL AV	മ	STEWART	WABASH	SEE NOTE 2
7140 S DR MARTIN LUTHER KING JR DR	മ	STEWART	WABASH	SEE NOTE 2
7506 S RACINE AV	മ	STEWART	WABASH	SEE NOTE 2
7000 S HALS IEU	മ	STEWART	WABASH	SEE NOTE 2
7901 S DK MAKTIN LUTHER KING JR DR	œ	STEWART	WABASH	SEE NOTE 2
8040 S DAMEN AV	മ	STEWART	WABASH	SEE NOTE 2
812U S ASHLAND AV	m	STEWART	WABASH	SEE NOTE 2
817 F 9181	മ	STEWART	WABASH	SEE NOTE 2
8223 S PRINCETON AV	ω	STEWART	WABASH	NOTE
8300 S LOOMIS BL	۵	STEWART	WABASH	NOTE
839 W 641H	മ	STEWART	WABASH	SEE NOTE 2
8407 S KEKFOOT AV	മ	STEWART	WABASH	SEE NOTE 2
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8559 S VINCENNES AV	Ω	STEWART	WABASH	SEE NOTE 2
8630 S EMERALD AV	മ	STEWART	WABASH	NOTE
n a	Ω	STEWART	WABASH	NOTE
S ST LAWRENCE AV	Ω	STEWART	WABASH	NOTE
က (മ	STEWART	WABASH	NOTE
9247 S EGGLESTON AV	m	STEWART	WABASH	NOTE
5100 S SAXRE AV	Ċ	1		!
5110 S NATOMA AV	၁ ပ	SUMMIT	WABASH WABASH	SEE NOTE 1 SEE NOTE 1

5543 S NORDICA AV	0 (SUMMIT	WABASH	SEE NOTE 1
6423 W 63RD PL	IJ	SOMMI	WABASH	SEE NOTE: 1
1000 N LAKE SHORE DR	A	SUPERIOR	ILLDEARBORN	SEE NOTE 2
1001 N LAKE SHORE DR	∢	SUPERIOR	ILLDEARBORN	SEE NOTE 2
1044 N ORLEANS ST	∢	SUPERIOR	ILLDEARBORN	SEE NOTE 2
113 W CHICAGO AV	•	SUPERIOR	ILLDEARBORN	SEE NOTE 2
1150 N NORTH BR	V	SUPERIOR	ILLDEARBORN	SEE NOTE 2
1160 N LARRABEE	∢	SUPERIOR	ILLDEARBORN	SEE NOTE 2
1161 N LARRABEE	4	SUPERIOR	ILLDEARBORN	SEE NOTE 2
1200 N CLYBOURN AV	4	SUPERIOR	ILLDEARBORN	SEE NOTE 2
1223 N HICKORY AV	∢	SUPERIOR	ILLDEARBORN	SEE NOTE 2
1230 N BURLING	∢	SUPERIOR	ILLDEARBORN	SEE NOTE 2
1300 N ASTOR	⋖	SUPERIOR	ILLDEARBORN	SEE NOTE 2
1301 N DEARBORN	⋖	SUPERIOR	ILLDEARBORN	SEE NOTE 2
1550 N DAYTON	∢	SUPERIOR	ILLDEARBORN	SEE NOTE 2
1845 N LARRABEE	∢	SUPERIOR	ILLDEARBORN	SEE NOTE 2
202 E CHICAGO AV	⋖	SUPERIOR	ILLDEARBORN	SEE NOTE 2
2021 N BURLING	⋖	SUPERIOR	ILLDEARBORN	SEE NOTE 2
211 W HILL	A	SUPERIOR	ILLDEARBORN	SEE NOTE 2
310 W DIVISION	V	SUPERIOR	ILLDEARBORN	SEE NOTE 2
345 W CHICAGO AV	4	SUPERIOR	ILLDEARBORN	SEE NOTE 2
365 W OAK	¥	SUPERIOR	ILL-DEARBORN	SEE NOTE 2
375 W ELM	∢	SUPERIOR	ILLDEARBORN	SEE NOTE 2
400 W SUPERIOR	4	SUPERIOR	ILLDEARBORN	SEE NOTE 2
548 W DIVISION	4	SUPERIOR	ILLDEARBORN	SEE NOTE 2
605 W ARMITAGE AV	4	SUPERIOR	ILLDEARBORN	SEE NOTE 2
618 W SCOTT	⋖	SUPERIOR	ILLDEARBORN	SEE NOTE 2
731 N MICHIGAN AV	4	SUPERIOR	ILLDEARBORN	SEE NOTE 2
806 N MICHIGAN AV	<	SUPERIOR	ILLDEARBORN	SEE NOTE 2
808 N LAKE SHORE DR	∢	SUPERIOR	ILLDEARBORN	SEE NOTE 2
811 N MICHIGAN AV	∢	SUPERIOR	ILLDEARBORN	SEE NOTE 2
844 N LARRABEE	∢	SUPERIOR	ILLDEARBORN	SEE NOTE 2
847 N HALSTED	∢	SUPERIOR	JLLDEARBORN	
907 N LARRABEE	∢	SUPERIOR	ILLDEARBORN	SEE NOTE 2
911 N HUDSON AV	∀	SUPERIOR	ILLDEARBORN	SEE NOTE 2

111 F CONGRESS DR	A WABASH WABASH WABASH WABASH	WABASH	NO NO CA
	-	WABASH	NONE
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•	A WABASH	WABASH	NONE
	A WABASH	WABASH	NONE

AT&T Proprietary (Internal Use Only)
Not for use or disclosure outside the AT&T companies
except under written agreement

535 S STATE	A WABASH	WABASH	NONE
543 W TAYLOR		WABASH	NONE
548 W ROOSEVELT RD	A WABASH	WABASH	NONE
550 W DE KOVEN		WABASH	NONE
558 W DE KOVEN		WABASH	NONE
600 S FEDERAL		WABASH	NONE
601 S MICHIGAN AV	A WABASH	WABASH	NONE
8 E 8TH		WABASH	NONE
900 S COLUMBUS DR	A WABASH	WABASH	NONE
900 S MICHIGAN AV	A WABASH	WABASH	NONE
901 S MICHIGAN AV	A WABASH	WABASH	NONE
910 S MICHIGAN AV	A WABASH	WABASH	NONE
7030 BENTLEY DR	C WAUKEGAN	ILLDEARBORN	SEE NOTE 1

STF NOT APPLICABLE) APPLY TO CENTREX BASIC AND ELECTRONIC KEY LINES AND BASERATE MILEAGE CHARGES APPLY TO ISDN LINES, PUSUANT TO I.C.C. NO. 19, PART 5, SECTION 2, PARAGRAPH 1.C.8. STF IS NOTE 1: FOR THIS LOCATION, IN ADDITION TO THE APPLICABLE LINE RATES, 2001D CHANNEL CHARGES NOT APPLICABLE TO THIS LOCATION.

NOTE 2: FOR THIS LOCATION, SPECIAL CONTRUCTION HAS BEEN CHARGED IN LIEU OF 2001 CHANNEL CHARGES PUSUANT TO I.C.C. NO. 19, PART 5, SECTION 2, PARAGRAPH 1.C.8.

CHARGES APPLY TO ISDN LINES, PUSUANT TO I.C.C. NO. 19, PART 5, SECTION 2, PARAGRAPH 1.C.8. STF NOTE 3: FOR THIS LOCATION, IN ADDITION TO THE APPLICABLE LINE RATES, 2001C CHANNEL CHARGES (STF APPLICABLE) APPLY TO CENTREX BASIC AND ELECTRONIC KEY LINES AND BASERATE MILEAGE IS APPLICABLE TO THIS LOCATION.

ADDENDUM 2

Pricing Schedule for AT&T ILEC Network Services Discount Provided Pursuant to Tariff or Guidebook



Pricing Schedule for AT&T ILEC Network Services Discount Provided Pursuant to Tariff or Guidebook,

Master Agreement date last signed

CUSTOMER ("Customer")	AT&T ("AT&T")				
City of Chicago	AT&T Corp.				
CUSTOMER Address	AT&T Address				
Street Address: 50 W. Washington Street	☐ 2600 Camino Ramon, San Ramon, CA 94583				
City: Chicago State: Illinois Zip Code: 60602	☑ 225 W. Randolph St., Chicago, IL 60606				
Billing Address (if different)	☐ One AT&T Plaza, Dallas, TX 75202				
Street Address:	☐ 310 Orange Street, New Haven, CT 06510				
City: State: Zip Code:	2180 Lake Blvd., 7 th Floor, Atlanta, GA 30319				
	One AT&T Way, Bedminster, NJ 07921				
CUSTOMER Contact (for Contract Notices)	AT&T Sales Contact Information and				
	for Contract Notices 🗵 Primary Sales Contact				
Name: Bob Kolman	Name: Rob Burt				
Title: Deputy CIO	Title: Account Manager				
Telephone: Fax: 312-744-9004 Email:	Fax: 312-364-3166 Telephone: 312-364-6492 Email: rb1735@att.com				
Address for Notices					
	Street Address: 225 W. Randolph Street, 23C				
☑ Same as Cust. Address above ☐ Same as Billing Address Address for Notices (if different)	City: Chicago State: Illinois Zip Code: 60606				
	With a copy to:				
Street Address:	AT&T Corp.				
City: State: Zip Code:	One AT&T Way, Bedminster, NJ 07921-0752				
	ATTN: Master Agreement Support Team				
	Email: mast@att.com				
AT&T Authorized Agent or Representative Information (if app	licable) Primary Sales Contact				
Name: Company Name:					
Agent Street Address: City: State: Zip Code:					
Telephone: Fax: Email: Agent Code					

This Pricing Schedule ("Pricing Schedule") is effective as of the date of the last signature in the Master Agreement ("Effective Date") and is an Addendum to the Master Agreement between AT&T and Customer, and is part of such Agreement. The Parties acknowledge and agree that this Pricing Schedule represents individual case pricing that is offered to Customer because of the unique size or configuration of the AT&T business services purchased by Customer, and, where required, that this Pricing Schedule will be filed with the state public utilities commission with competent jurisdiction over the service offering provided hereunder.

AT&T Affiliate:

Illinois Bell Telephone Company

Attachments:

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



Master Agreement date last signed	
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1. SCOPE OF PRICING SCHEDULE

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

2. TERM

The commencement date shall be the date this Pricing Schedule is approved by a regulatory agency with competent jurisdiction over this Pricing Schedule, or no later than 30 days after the last signature on the Master Agreement, whichever is later ("Commencement Date"), and shall continue for sixty (60) months ("Term"). Discounts under this Pricing Schedule will appear on Customer's first bill rendered after the Commencement Date. Customer may extend the Term for two additional twenty-four (24) month periods in accordance with the provisions in the Master Agreement by providing written notice to AT&T. The Extension Period will begin the day after the expiration date of the Term or, as applicable, of the first Extension Period. If Customer does not give notice to extend the Term, the right to any discounts under this Pricing Schedule is terminated as of the expiration date of the Term. Unless expressly provided to the contrary elsewhere in the Agreement, this Pricing Schedule is not subject to an automatic extension or renewal of the Term.

On the Effective Date (defined herein), this Pricing Schedule will supersede and replace in its entirety the following agreement: Master Discount Agreement, CNUM 19990525-0240; last signed on May 25, 1999.

3. **DEFINITIONS**

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

- A. "Affiliate" means an entity owning, owned by or under common control of the Party, in each case to an ownership extent of fifty percent (50%) or more. Notwithstanding the preceding sentence, Customer Affiliates that the Parties agree are a part of this Pricing Schedule are set forth in Attachment B, incorporated by reference herein, and only the Customer Affiliates identified in Attachment B shall be considered in the calculations of Contributory Services, and shall be eligible to receive any benefits under this Pricing Schedule. The parties acknowledge that the terms and conditions of this Pricing Schedule, including, but not limited to, price terms, are based upon the Customer Affiliates identified in Attachment B, and any modifications to the list (i.e., additions, deletions, legal name change of an affiliate) requires a request in writing to AT&T from Customer describing the requested modification. The modification of the list is effective upon the date AT&T acknowledges in writing by AT&T that the list of Customer Affiliates under this Pricing Schedule has been modified as requested. Parties further acknowledge and agree that a modification to Attachment B may require an adjustment to the commitment levels agreed to herein, and AT&T shall solely determine if such an adjustment is necessary.
- B. "Annual Local Usage Commitment" means Customer's annual billing commitments for AT&T local usage. For purposes of satisfaction of the Annual Local Usage Commitment, the Annual Local Usage Commitment shall be calculated after the application of any Contracted Rates, but before the application of any Service Level Discounts or Total Volume Discounts.
- C. "Annual Toll Usage Commitment" means the Customer's annual billing commitment for AT&T toll usage. For purposes of satisfaction of the Annual Toll Usage Commitment, the Annual Toll Usage Commitment shall be calculated after the application of any Contracted Rates, but before the application of any Service Level Discounts or Total Volume Discounts.
- D. "AT&T Incumbent Local Telephone Company Affiliates" ("ILEC") means Illinois Bell Telephone Company.
- E. "Billed Rate" or "Contracted Rate" means the charge to Customer for a particular service prior to the application of any Service Level Discount or Total Volume Discount. Contracted Rates are listed in this Pricing Schedule next to the Service to which the Contracted Rate applies.
- F. "Contributory Service(s)" means regulated network services which are provided by an AT&T ILEC pursuant to Tariff, Guidebook, or Business Service Agreement. In the event an AT&T ILEC adds a new network service to its Tariff, or Guidebook, the new service shall be considered a Contributory Service for purposes of this Pricing Schedule as of the date the new service is available to the retail market. The Parties agree and acknowledge that Page 2 of 9



Master Agreement date last signed	t
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the actual Contributory Services under this Pricing Schedule is determined by Customer's subscriptions at any point in time during the Term to such services. Upon Customer's written request, AT&T will provide Customer a list of the Contributory Services under this Pricing Schedule as of the date of the written request, and Customer agrees such access to the specific list of Contributory Services is reasonable. For purposes of this Pricing Schedule, an ILEC network service is considered a Contributory Services only when the network service is purchased for and used by Customer or its Affiliates for its administrative or internal use. Network services that are resold in any form or manner are not considered Contributory Services or Eligible Services under this Pricing Schedule. Taxes, surcharges or fees which are assessed against any Contributory Service are not contributory toward Customer's satisfaction of its MARC or any Sub-Commitment under this Pricing Schedule. Examples of surcharges and fees include, but are not limited to, LNP, USF or UCC, Federal Subscriber Line Charges, or fees or surcharges related to public safety such as 911.

- G. "Eligible Services" means the Services under this Pricing Schedule which are eligible for Service Discounts, or Total Volume Discounts as specified under Attachments A1-A13, which are incorporated by reference herein, as modified from time-to-time upon the Party's agreement. The application of any discount under this Pricing Schedule is subject to approval by any state public utilities commission or other agency with competent jurisdiction.
- H. "Minimum Annual Revenue Commitment ("MARC") and/or Sub-Commitment(s) means Customer's minimum annual billing commitment for Contributory Services (as defined hereinafter) during each 12 consecutive month period of the Term. For purposes of satisfaction of the MARC, the billings for Contributory Services shall be calculated after the application of any Contracted Rates (as hereinafter defined), but before the application of any Service Level Discounts or Total Volume Discounts (as hereinafter defined).
- I. "Resale" means rebranding of the Service by Customer to sell/provide to an end user for their use, which may or not include charging the end user a different rate than AT&T charges Customer for the Service.
- J. "Service Level Discount" means a Service-specific discount that Customer receives under this Pricing Schedule stated as a percentage off of the Billed Rate for the Service. Service Level Discounts are listed on Attachments A1-A13.
- K. "Sub-Commitment(s)" means the Annual Local Usage Commitment and/or the Annual Toll Usage Commitment as each is defined above.
- L. "Total Volume Discount" means a discount that is given to a group of Services identified on a state-specific Attachment to this Pricing Schedule. The Total Volume Discount is applied to the Billed Rate or Contracted Rate, and when applicable after any Service Level Discount has been applied.

4. DISCOUNT PROGRAM

- A. <u>Discounts and Rewards.</u> Attachment A1, incorporated by reference herein as modified from time-to-time upon agreement of the parties, sets forth the state-specific price terms and discounts, and identifies Eligible Services for that state. Customer agrees to the terms and conditions set forth under these Attachments, and hereby acknowledges and agrees that the discounts and rewards described in these Attachments are provided and based solely on Customer's the MARC commitment and Sub-Commitments under this Pricing Schedule.
- B. Contributory Services. Customer shall specify the AT&T account numbers under which the Contributory Services are currently or will be billed during the Term of this Pricing Schedule; the list identified by the Customer is set forth under Attachment C hereto, incorporated by reference herein. Customer hereby attests and warrants that the accounts set forth in Attachment C are accounts billed to Customer or its Affiliates. Upon request, AT&T may assist Customer in identifying the accounts, but the Parties hereby agree and acknowledge that the responsibility is solely Customer's for ensuring that all the accounts to be included under this Pricing Schedule or specified in Attachment C. For purposes of this Pricing Schedule, only Contributory Services billed under the accounts specified under Attachment C will be considered in determining the satisfaction of the MARC.
- C. <u>No Resale.</u> Customer's discounts hereunder are based upon Customer's purchase of a minimum volume of Contributory Services for its and its Affiliates own internal or administrative use. Customer understands and agrees that Resale of any Service hereunder is strictly prohibited, and AT&T may deem such a violation a material breach of this Pricing Schedule.
- D. <u>Minimum Annual Revenue Commitment</u>. Customer hereby agrees to the MARC specified in Attachment A for each 12 month period of the Term. In addition, Customer hereby elects an Annual Local Usage Sub-Commitment and Page 3 of 9



Master Agreement date last signed	last signed
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Annual Toll Usage Sub-Commitment, and hereby agrees that to the Sub-Commitment levels specified in Attachment A for each year of the Term.

- E. Shortfall. In the event Customer's billings for Contributory Services as of the yearly anniversary date of the Commencement date are less than the MARC, Customer shall be liable for the difference between the MARC and the actual billings for Contributory Services ("Shortfall"). In addition, if Customer elected one or both Sub-Commitments under Attachment A and in the event Customer's actual billings for each category of Services covered under the Sub-Commitment(s) are less than the commitment set forth under Attachment A, Customer shall be liable for the difference between the Sub-Commitment and actual billings for those Services ("Shortfall"). Shortfall charges shall be billed in a lump sum and shall be due and payable within thirty (30) days after the AT&T invoice date. Shortfall billings shall be considered in the calculation of Customer's satisfaction of its MARC or any Sub-Commitment as applicable.
- F. Early Termination Liability. In the event Customer terminates this Pricing Schedule prior to the expiration date, Customer is liable for an Early Termination charge equal to thirty-five percent (35%) of the unsatisfied MARC, if any, remaining for the Term ("Early Termination Charge"). The Early Termination Charge shall be billed in a lump sum to Customer's billing statement or final bill for its Main AT&T Billing Telephone Number, as specified elsewhere in this Pricing Schedule. In the event Customer is liable for early termination charges for any Contributory or Eligible Service under Customer's terms of purchase for that Service, and provided those early termination charges are billed to a Billing Telephone Number under this Pricing Schedule, the charges will be considered Contributory Service billings for purpose of MARC satisfaction, and, consequently, will be considered as actual billings in the calculation of the Early Termination Charged described in this Section.
- G. <u>Early Termination Charge Walver</u>. The Early Termination Charge shall be waived if during the Term of this Pricing Schedule Customer terminates this Pricing Schedule concurrent with the Customer entering into a new pricing schedule or a new agreement for a local network service discount plan or local usage discount plan, provided: i) the AT&T local service company providing service under this Pricing Schedule solely determines that the services provided under the new pricing schedule or agreement are a substitute for the service arrangement under this Pricing Schedule, and ii) the new pricing schedule or agreement is for a term that is equal to or longer than the time remaining under this Pricing Schedule, and the Customer's annual spending commitment for local network services and/or local usage services under that new arrangement is equal to or greater than the spending commitment for those same services under this Pricing Schedule.
- H. Customer Locations. Attachment C specifies the Customer locations and the Customer AT&T accounts at each location which are subject to this Pricing Schedule and which are eligible for any applicable discounts under this Pricing Schedule. Customer is responsible for ensuring that the list set forth in Attachment C accurately reflects the locations and accounts it intends to be included. If subsequent to the Commencement Date of this Pricing Schedule, Customer determines that accounts at a specified location should have been included, or additional locations and associated accounts should be included, those accounts or locations will be added; however, unless otherwise agreed to in writing by AT&T, those accounts shall not be eligible for discounts prior to the date of their inclusion, nor shall the billings on those accounts for Contributory Services contribute to the satisfaction of the MARC prior to the date as confirmed by AT&T as the date of their inclusion hereunder. It shall be Customer's responsibility to notify AT&T of any changes to the locations already included under this Pricing Schedule, AT&T may identify locations or accounts that it believes should be included under this Pricing Schedule, and shall inform Customer of this finding, however, such notice shall not constitute an addition or other modification to this Pricing Schedule. Customer may, at its sole discretion, decide to add the locations or accounts to this Pricing Schedule, and shall do so under the same process as described above.

5. APPLICABLE REGULATORY REGULATIONS

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



Master	Agreement	date las	t signed	
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6. CONTINGENCY

The rates, terms and conditions listed herein are contingent upon an overall revenue commitment to AT&T and its affiliates. In this case, if the Customer does not execute a contractual agreement with AT&T or its affiliates for the services shown below, with Revenue Commitments and terms equal to or greater than listed below, prior to or simultaneously with the execution of this Pricing Schedule, the standard Tariff/price list rates, terms and conditions will supersede and replace the non-standard rates, terms and conditions of this Pricing Schedule. Local Exchange Carrier ("LEC") is defined as Illinois Bell Telephone Company. The Annual Revenue Commitment is computed using the following formula: Centrex Line Commitment multiplied by charge per line, including STF charge, multiplied by 12 months (10,000 X \$10.11 X 12).

į	Affiliate	Product Offering	Annual Revenue Commitment	Term (Months)
	LEC	Centrex Service	\$1,213,200.00	60

AT&T Network Services Discount Pricing Schedule

Attachment A Customer Commitments Contributory and Eligible Services

Customer Commitments

A.		
	Customer agrees to the following MARC:	
	Year 1	\$5,706,800.00
	Year 2	\$5,706,800.00
	Year 3	\$5,706,800.00
	Year 4	\$5,706,800.00
_	Year 5	\$5,706,800.00
B.	. Customer agrees to the following Annual Toll Usage Sub-Commitment:	
	Year 1	\$71,800
	Year 2	\$71,800 \$71,800
	Year 3	\$71,800 \$71,800
	Year 4	\$71,800 \$71,800
	Year 5	\$71,800 \$71,800
C.	Customer agrees to the following Annual Local Usage Sub-Commitment:	
	Year 1	\$393,000
	Year 2	\$393,000
	Year 3	\$393,000
	Year 4	
		\$393,000
	Year 5	\$393,000
	Total of All Commitments:	\$5,706,800.00

AT&T Network Services Discount Pricing Schedule

Attachment A1

	Dise	count or	Eligible ¹ For Total
	Mont	thly Rate ²	<u>Volume</u> <u>Discount</u>
Local Access Services:			<u> </u>
PBX Trunks (DID, DOD, 2-Way)	Bill	ed Rate	Eligible
Measured Business Lines	Bill	ed Rate	Eligible
Optional Access Services:			
DS1	Bill	ed Rate	Eligible
DS1 for PRI	Bill	ed Rate	Eligible
Analog Private Line	1	0.0%	NOT Eligible
Local Usage (excludes ISDN calling plan usage):			
Illinois Band A Local Usage	\$	0.008	NOT Eligible
Illinois Band B Local Usage ·	\$	0.018	NOT Eligible
Illinois Band C Local Usage	\$	0.018	NOT Eligible
IntraLATA Toll/800 Usage:			
Interstate IntraLATA Toll	\$	0.100	NOT Eligible
IntraState IntraLATA Toll	\$	0.028	NOT Eligible
Toll-Free 800/8XX	\$	0.030 ³	NOT Eligible
Total Volume Discount Customer's	shall receive	off the Service	es listed above as

Total Volume Discount Customer shall receive off the Services listed above as 15.0% "Eligible".

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

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

³ An additional 6% Service Level Discount ("SLD") will be applied to the rate for a final rate of \$0.028.

AT&T Network Services Discount Pricing Schedule

Attachment B
Customer Affiliates
(if applicable)

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

AT&T Network Services Discount Pricing Schedule

Attachment C Site Directory

Customer agrees that the following number shall be considered its Main Customer Billing Telephone Number ("BTN") for purposes of this Pricing Schedule: 312-744-4000

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ADDENDUM 3

AT&T Business Network Service (ABN) with Multi-Service Agreement



PROPOSAL FOR AT&T BUSINESS NETWORK SERVICE

Customer	AT&T	AT&T Sales Contact Name ⊠ Primary Contact
City of Chicago Street Address 121 N LaSalle City Chicago State / Province II Zip Code 60602 Country	AT&T Corp.	Name Robert Burt Street Address 225 West Randolph, 23C City Chicago State / Province IL Zip Code 60606 Country Telephone Fax Email rb1735@att.com Sales/Branch Manager Dominic Savone SCVP Name: Terri Diggs Sales Strata: Sales Region:
Customer Contact (for notices)	AT&T Contact (for notices)	AT&T Solution Provider or Representative Information (if applicable)
Name Robert Kolman Title Managing Deputy CIO Street Address 50 W. Washington St., 270 City Chicago State / Province II Zip Code: 60602 Country Telephone Fax Email	Street Address City Distate / Province Zip Code Country With a copy to: AT&T Corp. One AT&T Way Bedminster, NJ 07921-0752 ATTN: Master Agreement Support Tearn Email: mast@att.com	Name Company Name Street Address City State / Province Zip Code Country Telephone Fax Email Agent Code

This proposal for ABN Service is part of the Agreement between AT&T and Customer referenced above.

PROPOSAL FOR AT&T BUSINESS NETWORK SERVICE

SERVICES INCLUDED

AT&T Business Network (ABN) Service - Voice, including LD and Intrastate

TERM AND EFFECTIVE DATES

Term	Term Start Date
5 years	First day of first full billing cycle after installation of ABN Service
Effective Date of Rates and	First day of first full billing cycle following implementation of this Pricing
Discounts	Schedule in AT&T's billing system
Renewal Option	Customer may extend the Term for two additional 24 month periods upon written notice to AT&T at least forty-five (45) days prior to the last day of the original Term
Upon expiration of the Term or Renewal Period	The terms and conditions as outlined in this document will renew on a month-to-month basis until terminated by either party on 30 days prior written notice ("Extension Period"), except that during the Extension Period the rates under this Schedule are changed as follows: a) If the Services are subject to a Service Guide or a filed Tariff, the rates in this Pricing Schedule will automatically be increased to the then-current Monthly Extension rates specified in the Service Guide or Tariff, or, if no Monthly Extension rate is specified, the rate for the Services for the Extension Period shall be equal to the rates under this Pricing Schedule plus 20%; b) a "credit", if any, granted under this Pricing Schedule will not apply during any Extension Period.

MARC

	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5
MARC	\$12,000	\$12,000	\$12,000	\$12,000	\$12,000

	YEAR 6, 7, 8 and 9
MARC for each renewal period	\$12,000 each year
if applicable	

MARC-ELIGIBLE CHARGES

ABN Service including eligible Voice and Intrastate, purchased under the ABN Service offer

DISCOUNTS

ABN Service Voice Services Component/Capability	Discount%
Interstate Long Distance- Outbound	
Loyalty	42%
Calling Card	65%
Interstate Long Distance- Inbound	
Loyalty	42%
Other Qualifying Service Category	33%

ABN Service Local Channel Service Component/Capability	Discount%
ACCUNET T1.5 Service Primary Rate	75%
Interface Office Functions	

Additional Discount for Intrast	tate total charges	
State		
Illinois	18%	

PROMOTIONS, CREDITS, WAIVERS AND MINIMUM RETENTION AND PAYMENT PERIODS

Promotions

Service Guide promotions are not applicable

Credits

Amount of Credit	Month of Term in which Credit is Applied	Minimum Retention Period
\$150.00	6	Until end of Term year in which credit is applied

AT&T will apply the above credit based on the total number of switched access lines that the Customer converts from an AT&T Affiliated Company.

Waivers

Charges Waived	Month of Term in which Charges are waived	Minimum Retention Period
Waivers as specified in the Service Guide for ABN Service	N/A	12 months
Outbound Monthly Charges and Outbound Minimum usage requirement for Per Main Billed Account, Per Customer Location- Switched Access and Per Customer Location- Dedicated Access	Every Month	None

RATES

ABN Domestic Dial Station Outbound/Inbound Calling

Call Type	Initial 30 Seconds or Fraction	Each Add'l Second or Fraction
Outbound - Loyalty	\$0.0300	\$0.0010
Inbound - Loyalty	\$0.0300	\$0.0010

Loyalty Definition The transmission path for outbound calls must originate via Company-provided, Company-affiliated and/or Companyowned Local Exchange Services provided by an AT&T ILEC or AT&T affiliate. The transmission path for inbound toll-free calls must terminate via Company-provided, Company affiliated and/or Company-owned Local Exchange Services provided by AT&T ILEC or AT&T affiliate.

Intrastate Voice Rates: The following rates apply before the application of discounts as specified in Section 5 of the AT&T Business Network Service Pricing Schedule. These rates are filed in the AT&T Tariffs and will be effective with the implementation of this ABN contract. Rates are subject to change from time to time and in event of a conflict between the rates below and the AT&T Tariffs, the Tariffs prevail.

	Outbound/Inbound CPM*				
	InterLATA				
State	Loyalty				
Illinois	\$0.0480				

^{*}Billed in increments of 30 Second Initial Period or Fraction, Each Additional Second or Fraction. Rates displayed are list rates per the Tariff.

ADDENDUM 4

Pricing Schedule for AT&T ILEC ISDN Prime, DS1 and Channel Services Provided in the State of Illinois Pursuant to Tariff or Guidebook

Pricing Schedule for AT&T ISDN Prime, DS1 a pricing Schedule for A

CUSTOMER ("Customer")	AT&T ("AT&T")		
City of Chicago	AT&T Corp.		
CUSTOMER Address	AT&T Address		
Street Address: 50 W. Washington Street	2600 Camino Ramon, San Ramon, CA 94583		
City: Chicago State: Illinois Zip Code: 60602	225 W. Randolph St., Chicago, IL 60606		
Billing Address (if different)	☐ One AT&T Plaza, Dallas, TX 75202		
Street Address:	310 Orange Street, New Haven, CT 06510		
City: State: Zip Code:	2180 Lake Blvd., 7 th Floor, Atlanta, GA 30319		
•	☐ One AT&T Way, Bedminster, NJ 07921		
CUSTOMER Contact (for Contract Notices)	AT&T Sales Contact Information and		
	for Contract Notices Primary Sales Contact		
Name: Bob Kolman	Name: Rob Burt		
Title: Deputy CIO	Title: Account Manager		
Telephone: Fax: 312-744-9004 Email:	Fax: 312-364-3166 Telephone: 312-364-6492		
Address for Notices	Email: rb1735@att.com		
Same as Cust. Address above Same as Billing Address	Street Address: 225 W. Randolph Street, 23C		
Address for Notices (if different)	City: Chicago State: Illinois Zip Code: 60606		
Street Address:	With a copy to:		
City: State: Zip Code:	AT&T Corp.		
Lip oodo.	One AT&T Way, Bedminster, NJ 07921-0752		
	ATTN: Master Agreement Support Team		
ATOT Authorities	Email: maet@att.com		
AT&T Authorized Agent or Representative Information (if app	olicable) Primary Sales Contact		
Name: Company Name:			
Agent Street Address: City: State: Zip Code	;		
Telephone: Fax: Email: Agent Code			

This Pricing Schedule ("Pricing Schedule") is an Addendum to the Master Agreement between AT&T and Customer referenced above, and is part of the parties' Agreement. The Parties acknowledge and agree that this Pricing Schedule represents individual case pricing that is offered to Customer because of the unique size or configuration of the AT&T business services purchased by Customer, and, where required, that this Pricing Schedule will be filed with the state public utilities commission with competent jurisdiction over the service offering provided hereunder. Service is provided by the AT&T Incumbent Local Exchange Carrier (ILEC) Affiliate identified below as the Service Provider. References to "Pricing Schedule" refer to this Pricing Schedule and any attachments attached hereto and referencing this document.

On the Term Start Date (defined below), this Pricing Schedule will supersede and replace in its entirety the following documents: CNUM 20060705-0127, last signed on July 5, 2006; and CNUM 20070215-0107, last signed on February 15, 2007.

Service Provide: 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 Pricing Schedule.

1. DEFINITIONS

"Cutover" is when the Service is first provisioned or otherwise available for Customer's use at any single Site pursuant to this Pricing Schedule.

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

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

Tariffs and Guidebooks. "Tariffs" are documents containing the standard descriptions, pricing, and other terms and conditions for a Service that AT&T is required to file by local, state or federal regulatory bodies with regulatory commissions and that are required by law to supersede any contrary contractual arrangements that AT&T may have. "Guidebooks" are documents containing the standard descriptions, pricing, and other terms and conditions for a Service that were, but no longer are, filed with regulatory commissions and comprise AT&T policy. Tariffs and Guidebooks may be found at http://www.att.com/service publications.

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

The Services described below are provided solely by the AT&T entity or entities identified above and are not jointly provided with any other carrier. Services are provided pursuant to the terms and conditions set forth in the appropriate Tariff and Guidebook. To the extent there are any inconsistencies between this Pricing Schedule and the applicable Tariff or Guidebook, this Pricing Schedule shall take precedence.

Channel Service	Telecommunications Channel Service is the furnishing of facilities, wholly within or partly within and partly without the State of Illinois, for telecommunications between locations, all of which are within a Market Service Area within the State of Illinois.
DȘ1	1.544 MBPS High Capacity Digital Service Channels ("DS1 Service") provides for the simultaneous two-way transmission of a serial, bipolar, return-to-zero, isochronous digital signal at a terminating bit rate of 1.544 megabits per second (Mbps).
ISDN Prime	Integrated Services Digital Network Primary Rate Interface (ISDN PRI or ISDN Prime) Service
	A. AT&T shall provide ISDN Prime Service to Customer between the local AT&T serving central office and each circuit location address within AT&T's in-region territory designated in this Pricing Schedule. The circuit location must be at a valid Customer premises address. A Customer premises address may not be a location at a carrier hotel or a co-location cage within an AT&T central office (CO). ISDN Prime (PRI) Service provides a multi-purpose high speed, multiplexed digital interface based on International Telecommunication Union (ITU) ISDN standards. ISDN Prime Service uses Primary Rate Interface (PRI) technology. ISDN Prime Service is provided where facilities are available from Customer's premises to AT&T's circuit-switched voice and circuit-switched data services via 1.544 Megabits per second (Mbps) CO termination. The CO termination connects by way of 23 64Kbps "B" channels and one 64Kbps "D" channel. The "D" channel performs out-of-band signaling and controls the "B" channels. The transmission characteristics of this Service support 64Kbps clear channel capability and Extended Superframe Format (ESF). The rates and charges for the 1.544 Mbps DS1 circuit are in addition to those for the ISDN Prime termination, and will be provided in accordance with AT&T Tariffs or Guidebooks or separate mutual agreement between the parties.
	B. If Customer obtains ISDN Prime Service utilizing the Service Portability option, Customer's telephone number is ported to an ISDN capable switch designated by AT&T in order to provide the Service without a telephone number change. Special Assembly/Special Authority charges will be applicable to subsequent porting of the number back to Customer's serving central office.
	C. Use of Service. Customer agrees that ISDN Prime Service will only be used to transport the voice and/or data traffic of Customer and its Affiliates, and not to originate or terminate voice traffic to bypass switched access charges as defined by applicable state and federal telecommunications law. Customer understands that this covenant is an essential part of the undertaking by AT&T herein, and that AT&T is relying upon Customer's covenant as an inducement to sell the ISDN Prime Service.

Customer agrees that it cannot use the Services provided hereunder in a manner that avoids paying lawfully applicable tariff charges to AT&T, including but not limited to, switched access charges that AT&T shall be obligated to pay as a result of Customer's misuse of the Service. As used herein the term switched access, generally speaking, means the charges that a long distance company is required to pay to a local telecommunications company for the termination or origination of long distance calls to or from a customer whose phone is connected to the local telecommunications company's local switching network.

3. TERM START DATE; PRICING SCHEDULE TERM; PROVISION OF SERVICES AFTER PRICING SCHEDULE TERM

Pricing Schedule Term and Term Start Date

For the Services offered under this Pricing Schedule, the Term Start Date shall begin on the later of (1) Cutover of the first Service at the first Customer Site or (2) the Effective Date or (3) the date of approval of this Pricing Schedule by an appropriate regulatory body, if regulatory approval is required for this Pricing Schedule for the Services. For the Services offered under this Pricing Schedule, the term of this Pricing Schedule shall be sixty (60) months after the Term Start Date ("Pricing Schedule Term"), provided, however, that if Customer orders additional Service, the provisions of this Pricing Schedule will survive with respect to such additional Service until the term for such additional Service expires or is otherwise terminated. No rates or discounts under this Pricing Schedule shall be applied prior to Term Start Date. Customer may extend the Pricing Schedule Term for two additional twenty-four (24) month periods in accordance with the provisions in the Master Agreement by providing written notice to AT&T. The Extension Period will begin the day after the expiration date of the Pricing Schedule Term or, as applicable, of the first Extension Period. If Customer does not give notice to extend the Pricing Schedule Term, upon the expiration of the Pricing Schedule Term, no rates or discounts provided under this Pricing Schedule will apply to the Services. For the Services provided under this Pricing Schedule, upon expiration of the Pricing Schedule Term, Customer will have the option to either (a) cease using the Services or (b) continue using the Services on a month-to-month basis until the Services are terminated by either party on thirty days' notice. Unless otherwise agreed by the parties in writing, during the month-to-month extension period following the expiration of the Pricing Schedule Term, the prices for the Services provided under this Pricing Schedule will automatically be the then-current month-to-month or monthly extension rates set forth in the applicable Tariff or Guidebook. After expiration of the Pricing Schedule Term, AT&T may modify rates, terms and conditions applicable to the Services on thirty days' notice. Notwithstanding anything in the Agreement, the Services provided hereunder will not be subject to an automatic extension of the Pricing Schedule Term.

This Pricing Schedule will expire when Services or Service Components are no longer provided under this Pricing Schedule.

Effective Date of Rates and Discounts	Term Start Date

4. ADDITIONAL SERVICES, INSTALLATION, ADDS, MOVES AND CHANGES

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 13.2 or at locations other than those listed in Section 14 provided that Customer is the customer of record and the end user of the Services at such location. Additions may be made at existing locations as listed in Section 14.

Unless otherwise stated herein, for all installations completed during the Pricing Schedule Term, the monthly rate per Service Component as provided in Section 13.2 includes the non-recurring charge (or a portion thereof) to initially provision and install the Service. The term for existing Services incorporated into this Pricing Schedule and all new Services, which are ordered by Customer with a requested due date within twenty-four (24) months following the Effective Date, will end on the expiration date of this Pricing Schedule. In the event Customer requests additional new Service after twenty-four (24) months following the Effective Date, AT&T shall provide to Customer a quote with prices and minimum term commitment applicable for such new circuit prior to Customer placing the applicable order. Termination for convenience liability as identified in this Pricing Schedule applies for all Services.

Unless otherwise stated herein, for all other installations, adds, moves and changes of any Service provided hereunder, Customer will pay the prevailing AT&T Tariff or Guidebook monthly and non-recurring charge.

Customer will have the ability to disconnect DS1 circuits provided under this Pricing Schedule without incurring termination liability so long as Customer maintains a minimum of thirty-one (31) DS1 circuits in-service throughout the term of this Pricing Schedule. However, in order to qualify for this relief, the affected DS1 circuit must be in-service for a minimum of twenty-four (24) months under this Pricing Schedule. If a circuit is disconnected prior to being in-service at least 24 months, early termination charges will apply.

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Customer will have the ability to disconnect ISDN PRI circuits provided under this Pricing Schedule without incurring termination liability so long as Customer maintains a minimum of seven (7) ISDN PRI circuits in-service throughout the term of this Pricing Schedule. However, in order to qualify for this relief, the affected ISDN PRI circuit must be in-service for a minimum of twenty-four (24) months under this Pricing Schedule. If a circuit is disconnected prior to being in-service at least 24 months, early termination charges will apply.

Customer will have the ability to disconnect Channel Service provided under this Pricing Schedule without incurring termination liability, as long as Customer maintains a minimum of fifty (50) Analog Channel circuits and provided that the disconnected Service has been in-service for a minimum of twerfty-four (24) months under this Pricing Schedule. If the applicable Service is disconnected prior to being in-service at least 24 months, early termination charges will apply.

5. PRICING

The rates and charges stated in this Pricing Schedule are stabilized until the end of the Pricing Schedule Term, and apply in lieu of the corresponding rates and charges set forth in the applicable Tariff or Guidebook. No discount, promotion, credit or waiver set forth in a Tariff or Guidebook will apply unless specifically set forth herein and, when set forth herein, such discount, promotion, credit or waiver shall only be applied in the manner set forth in the applicable Tariff or Guidebook,. No other discount, promotion, credit or waiver set forth in a Tariff or Guidebook will apply.

6. TERMINATION BEFORE EXPIRATION OF PRICING SCHEDULE TERM (E.G., TERMINATION FOR CONVENIENCE)

If Customer terminates Services before expiration of the Pricing Schedule Term, in whole or in part, for convenience or any other reason not excused hereunder, or AT&T terminates for Customer's default, on or after the Term Start Date but before the scheduled completion of the Pricing Schedule Term or term applicable to such Services, Customer shall pay a termination liability of an amount equal to (a) all unpaid non-recurring charges (excluding non-recurring charges that were waived or incorporated into the monthly recurring rates), (b) fifty percent (50%) of the monthly recurring charges rate for the terminated Services as set forth in this Pricing Schedule, multiplied by the number of months remaining in the term applicable to such Services at the time of termination, and (c) any applicable special construction liabilities and/or and customer premise custom fiber build liabilities. Unless otherwise stated herein, Services provided under this Pricing Schedule must remain at the location(s) listed in Section 14 or in such other locations the Services are installed for the entire Pricing Schedule Term or the term applicable to such Services. If Customer fails to maintain the Services provided under this Pricing Schedule at the locations required under the preceding sentence for any reason, Customer shall be liable for termination charges calculated in the manner specified in this Section.

7. TARIFF AND REGULATORY REGULATIONS

This Pricing Schedule may be 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, this Pricing 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 Tariff or Guidebook. If approval is required and not obtained, then this Pricing 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

For all non-switched circuits with a bandwidth of DS1 or higher purchased under this Pricing Schedule, Customer acknowledges and certifies that the interstate traffic (including Internet traffic) constitutes ten percent (10%) or less of the total traffic on any Service. This provision is not applicable when the Service is used solely for the transport portion of AT&T local access switched voice services.

9. INSTALLATION AND CUTOVER

If the Term Start Date 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 the Term Start Date for a reasonable period of time equal to at least the period of such delay and any consequences resulting from the delay.

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.

If Customer terminates a Service or Service Component prior to the date Customer's obligation to pay for Services begins as provided in the Master Agreement, Customer will reimburse AT&T for time and materials incurred prior to the effective date of termination, plus any third party charges resulting from the termination.

Services may include use of certain equipment owned by AT&T that is located at the Site ("AT&T Equipment"), but title to the AT&T Equipment will remain with AT&T. Customer must provide electric power for the AT&T Equipment and keep the AT&T Equipment physically secure and free from liens and encumbrances. Customer will bear the risk of loss or damage to AT&T Equipment (other than ordinary wear and tear) except to the extent caused by AT&T or its agents.

10. TECHNOLOGY UPGRADE

Provided Customer is not in breach of any material term under this Addendum, Customer may purchase upgraded technology through the same AT&T Affiliate listed in this Addendum, to replace one or more Services provided by that Affiliate in this Addendum, no sooner than the 13th month after the Addendum Effective Date, and no more than once during the term hereof, and only upon Customer's 30 days prior written request. AT&T may, at its sole discretion, adjust term, price and revenue commitment level(s) to reflect the decrease provided that the upgraded technology

- A. provides transport speed / capacity that is greater than what is currently available on the existing Service,
- B. provides greater functionality as the existing Services,
- C. is for a new term which is equal to or longer than the term remaining on this Addendum,
- D. is provided at least at the same Customer locations as the existing Services (or in cases of large, multi-location networks, must include at least 80% of the locations in this Addendum, and
 - E. carries a revenue commitment which is as much as or more than the existing Services.
 - F. Special Construction charges may apply.

AT&T will strive to accomplish any such transition within 60 days of receipt of Customer's written request, but actual time frames may depend on specific Services being deployed.

Early termination fees for the technology being upgraded shall not apply to the extent the foregoing criteria in A through Fare satisfied.

11. SERVICE LEVEL AGREEMENTS

11.1 The expected network availability is 99.99%. To extent a Service is interrupted for reasons other than a force majeure condition, the credits described below are applicable:

DS1 Service

Any outage consisting of more that 30 consecutive Minutes shall be entitled to a credit allowance. For credit allowance purposes, each month is considered to have 1440 half Hours. The interruption percentage is the proportion of consecutive half Hours of each outage. The interruption percentage is then multiplied by the sum of all rate elements affected by the outage. The total credit allowance available to the customer will never exceed 100% of the total monthly rates of the affected service.

ISDN Prime

Any outage consisting of at least 12 hours shall be entitled to a credit allowance in accordance with the following table:

- · 12-24 hours equal a credit of 24 hours
- 24-48 hours equal a credit of 24 hours
- 48-72 hours equal a credit of 33%
- 72-96 hours equal a credit of 67%
- 96-120 hours equal a credit of 100%
- 120+ hours equal a credit of 100% plus the option of a wireless telephone with free local calls or an additional credit of \$20 per day

Analog Private Line

Any outage consisting of more that 30 consecutive Minutes shall be entitled to a credit allowance. For credit allowance purposes, each month is considered to have 1440 half Hours. The interruption percentage is the proportion of consecutive half Hours of each outage. The interruption percentage is then multiplied by the sum of all rate elements affected by the outage. The total credit allowance available to the customer will never exceed 100% of the total monthly rates of the affected service.

11.2 Other service level objectives are shown below

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	Category	Measurement Definition	Service Hours	Expected Service Level
1	Network Availability Actual Network Uptime as a percentage of scheduled uptime		24/7/365	99.99%
2	Calls Blocked or busy	Number of calls blocked or experiencing busy as a percentage of all calls	24/7/365	Less than 1%
Orc	<u>der Provisioning</u>			
3	Service Request Response	The length of time to respond to service request and provide target timeframes of completion	Normal Business Hours	All service requests are responded to in under 24 hours
4	Work Order Completion	Number of orders fulfilled within specified timeframe for routine requests	Normal Business Hours	75% of all telephone orders are completed within 30 business days
5	Moves, Adds, Changes (MACs)	Number of MACs completed within the scheduled timeframe as a percentage of the total MACs attempted	Normal Business Hours	75% within 12 hours of completion subject to Note #1
Tro	uble Resolution			
6	1 st Call resolution rate		24/7/365	75% of troubleshooting & repair requests completed correctly on first call within resolution capability of the Help Desk
7	Priority 1	An existing network is down or there is a critical impact to the Customer's business operation	24/7/365	See Note #2
8	Priority 2	Operation of an existing network is severely degraded, or significant aspects of the Customer's business operation are being negatively impacted by unacceptable network performance or provisioning issues	24/7/365	See Note #2
9	Priority 3-	Operational performance of the network is impaired while most business operations remain functional	24/7/365	See Note #2
10	Priority 4-	Information or assistance is required on product capabilities, installation, or configuration. There is clearly little or no impact to the Customer's business operation	24/7/365	See Note #2

Billi	Billing						
11	Invoices and Billing Report Delivery	Amount of time from bill closing date to invoice & bill media delivery	Normal Business Hours	6 th – 10 th day from close of bill cycle			
12	Bill Inquires	The length of time to respond and resolve outstanding bill inquires	Normal Business Hours	30s day for simple inquiries and 60 days for complex inquiries.			
13	Special Data requests	The length of time to respond to special request for ad-hoc data such as call detail, site directories, circuit inventories, etc.	Normal Business Hours	30 days			

Note #1

- · Facilities are in place and working
- · Orders are issued correctly the first time
- Technician has access to Customer premises and facilities when the tech arrives
- The customer contact knows exactly what they want, where they want it and again has access to all rooms, closets, properties, etc
- Occurrence of force majeure events
- Excludes Orders that require Project Management from the Business Unit
- Excludes Orders that require completion outside of normal business hours
- Excludes Orders requiring special permits

Note #2

BCS Large Service Management Escalation Guideline

	BCS NOTIFICATION	Service Manager Account Manager	Senior Manager Sales Manager	Director Sales Dtr/RVP	RVP Sales VP	President
PRIORITY	NETWORK	1 st Level Manager	2 nd Level Manager	3 rd Level Manager/Directo	General Manager/VP	President Senior VP
1	Escalation	Immediate	Immediate	2 Hours	4 Hours	8 Hours
	Statusing: W	ithin first 30 minutes	of engagement then	hourly until resolution	n	
2	Escalation	Immediate	2 Hours	4 Hours	6 Hours	8+ Hours
3	Statusing: W	thin first 30 minutes o	f engagement then i	hourly until resolution	uniess otherwise	neaotiated with
3	Escalation	Immediate	24 Hours	48 Hours	72 Hours	96 Hours
:	Statusing: Wit	hin first hour of engag	gement then every 2	hours until resolution	n unless otherwise	negotiated with
4	Escalation	24 Hours	48 Hours	Upon Request	Upon request	Upon request
	Statusina: W	lithin first 4 hours of e	ngagement then dai	lv until resolution unle	ess otherwise nead	tiated with

		1/1/2010
Master	Agreement date last signed	1/1/2010

Pricing Schedule for AT&T ISDN Prime, DS1 a paratel Services Provided in the State of Minois Pursuant to Tariff or Guidebook

12. SERVICE AND MAINTENANCE OBLIGATIONS

AT&T represents to Customer that the Service provided under this Agreement shall operate substantially and materially in accordance with the service description set forth in the tariff during the Term of this Agreement.

If, under normal and proper use, the Service provided hereunder fails to perform substantially as specified above, and Customer notifies AT&T within the Term of this Agreement, 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.

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 NETPOP so as to enable AT&T to perform maintenance or repair work.

In the event of a Service interruption, a credit allowance shall be made for the affected portion of Service to the extent specified in Section 11. No other liability shall attach to AT&T as a result of such interruption to the Service ,except to the extent caused by AT&T's gross negligence or willful misconduct.

13. CUSTOMER COMMITMENT AND RATES

13.1. <u>Customer Commitment</u>

SERVICE QUANTITY COMMITMENT	AS SPECIFIED IN SECTION 13.2
Customer agrees to purchase the Services identified in Section 13.2 i duration of the Pricing Schedule Term.	n the quantities identified in Section 13.2 for the
If Customer does not install the quantities identified in Section 13.2, AT&T Services to the standard, non discounted rates set forth in the applicable.	Freserves the right to increase the rates for the Tariff or Guidebook for the remainder of the

13.2 Rates:

Service Components, Quantities, Monthly Rates, and Non-recurring/One-time Charges:

Service	Description - Service Components / USOC	Quantity New	Quantity Existing	Monthly Recurring Rate ea.	Non-recurring Charge / One- time charge, ea.
Product 1:				rate ou.	unic charge, ea.
ISDN PRI	Port, Switch 5ESS / ZPAZD/ZPQZD	-	3	\$ 347.00	-waived-
Product 2:					
DS1	LDC Transport – Area A / FQA1A		3	\$ 112.00	
DS1	LDC Transport - Area B / FQA1B	Growth		\$ 112.00	
DS1	LDC Transport - Area C / FQA1C	Growth	-	\$ 112.00	
Product 3:					
DS1	LDC Transport - Area A / FQA1A		19	\$ 112.00	<u> </u>
DS1	LDC Transport - Area B / FQA1B		20	\$ 112.00	
DS1	LDC Transport - Area C / FQA1C	Growth		\$ 112.00	
DS1	Channel Mileage Termination - Area A / CZ4XA .	-	6	\$ 34.00	
DS1	Channel Mileage Termination – Area B / CZ4XB	-	36	\$ 34.00	
DS1	Channel Mileage Termination – Area C / CZ4XC	Growth	_	\$ 34.00	
DS1	Channel Mileage - Area A / 1YZXA	-	6	\$ 12.00	
DS1	Channel Mileage – Area B / 1YZXB	+	127	\$ 12.00	
DS1	Channel Mileage - Area C / 1YZXC	Growth	-	\$ 12.00	
DS1	Central Office Multiplexing – Area A / QMVXA		3	\$ 285.00	····
DS1	Central Office Multiplexing – Area B / QMVXB	Growth		\$ 285.00	

Service	Description – Service Components / USOC	Quantity New	Quantity Existing	Monthly Recurring Rate ea.	Non-recurring Charge / One- time charge, ea.
DS1	Central Office Multiplexing - Area C / QMVXC	Growth	_	\$ 285.00	-
DS1	Clear Channel Capability - Area A / CLYXA	Growth	-		-waived-
DS1	Clear Channel Capability – Area B / CLYXB	Growth		-	-waived-
DS1	Clear Channel Capability – Area C / CLYXC	Growth		-	-waived-
Product 4:	Oldar Orlandis Capability 7 to a C 1 To 1710				
Other	Analog / 1RADA	Growth	-	\$ 63.50	-
Other	Analog / 1RADB	-	6	\$ 67.00	-
Other	Analog / 1RADC	Growth	-	\$ 70.55	-
Other	Analog / CM6		6	\$ 11.41	-
Other	Analog / IL5XX	-	24	\$ 0.96	•
Other	Analog-Mileage / JZNRB	-	967	\$ 3.75	-
Other	Analog-Mileage / JZNRC		44,071	\$ 0.90	-
Other	Analog-Mileage / JZNRJ		2,011	\$ 34.50	
Other	Analog-Mileage / JZNRX	_	68	\$ 53.10	-
Other	Analog-Mileage / 02/11/C		10	\$ 0.50	-
Other	Analog-2001 D Channel / OWGHB	-	360	\$ 5.35	-
Other	Analog-2001 D Channel / WWBHA		3	\$ 13.80	-
	Analog-2001 D Channel / WWSHA Analog-2001 D Channel / WWGHA	-	86	\$ 30.35	
Other	Analog-2001 D Channel / WWG1A Analog-2001 D Channel / WWGHB		1,701	\$ 32.85	
Other	Analog-2001 D Channel / WWGHS Analog-2001 D Channel / WWGHC		10	\$ 35.00	
Other		-	2	\$ 15.00	
Other	Analog-2001 D Channel / WWGQB		3	\$ 30.35	-
Other	Analog-2001 D Channel / WWGYA		50	\$ 32.85	
Other	Analog-2001 D Channel / WWGYB		10	\$ 35.00	<u> </u>
Other	Analog-2001 D Channel / WWGYC	 	31	\$ 0.95	
Other	Analog-Mileage / JZNAC		2	\$ 37.95	
Other	Analog-Mileage / JZNAJ		1	\$ 37.95	<u> </u>
Other	Analog-Mileage / JZNBJ		3	\$ 53.10	-
Other	Analog-Mileage / JZNBX	-	240	\$ 0.95	
Other	Analog-Mileage / JZNEC		10	\$ 37.95	-
Other	Analog-Mileage / JZNEJ		18	\$ 3.75	-
Other	Analog-Mileage / JZNQB		206	\$ 0.95	
Other	Analog-Mileage / JZNQC			\$ 37.95	
Other	Analog-Mileage / JZNQJ		13 6	\$ 53.10	-
Other	Analog-Mileage / JZNQX		173	\$ 0.95	
Other	Analog-Short Haul Mileage / JZNZC			\$ 28.15	
Other	Analog-Short Haul Mileage / JZNZJ		6		
Other	Analog-Short Haul Mileage / JZN1C	-	66	\$ 0.95	-
Other	Analog-Short Haul Mileage / JZN1J		5	\$ 37.95	
Other	Analog-2001B Channel Area A / OWBEA		1	\$ 29.80	-
Other	Analog-2001B Channel Area B / OWBEB	-	1 1	\$ 23.75	
Other	Analog-2001D Channel Area B / OWBHB		11	\$ 0.50	<u>-</u>
Other	Analog-2301 Channel Area A / OWEAA		2	\$ 4.35	
Other	Analog-2001D Channel Area B / OWGHB		360	\$ 5.35	<u>-</u>
Other	Analog-1001A Channel Area A / WWAAA	<u> </u>	1 1	\$ 16.10	
Other	Analog-1001A Channel Area B / WWAAB		4	\$ 20.70	
Other	Analog-2001 Channel Area A / WWBAA	<u> </u>	17	\$ 15.40	
Other	Analog-2001 Channel Area B / WWBAB		9	\$ 19.00	
Other	Analog-2001C Channel Area B / WWBGB		2	\$ 27.80	
Other	Analog-2001D Channel Area B / WWBOA		8	\$ 22.00	
Other	Analog-2002 Channel Area A / WWBOB	-	7	\$ 23.55	
Other	Analog-2001 Channel Area A / WWGAA	-	2	\$ 15.40	
Other	Analog-2001 Channel Area B / WWGAB	-	2	\$ 19.00	
Other	Analog-2001B Channel Area A / WWGFA	-	2	\$ 2.75	

Service	Description - Service Components / USOC	Quantity New	Quantity Existing	Monthly Recurring Rate ea.	Non-recurring Charge / One- time charge, ea.
	A LANGE OF THE A LANGE OF THE PARTY OF THE P	 	8	\$ 22.00	
Other	Analog-2001C Channel Area A / WWGGA	-	24	\$ 23.55	
Other	Analog-2001C Channel Area B / WWGGB		2	\$ 25.00	
Other	Analog-2002 Channel Area A / WWGOA		3	\$ 26.65	-
Other	Analog-2002 Channel Area B / WWGOB		6	\$ 19.85	•
Other	Analog-2001C Channel Area A / WWGXA		6	\$ 19.75	-
Other	Analog-2001C Channel Area B / WWGXB	- 	2	\$ 19.45	-
Other	Analog-3002 Channel Area A / WXAOA		18	\$ 35.00	-
Other	Analog-3002 Channel Area A / WXAPA		2	\$ 40.00	-
Other	Analog-3002 Channel Area B / WXAPB		6	\$ 18.05	-
Other	Analog-3002 Channel Area A / WXGOA		6	\$ 20.70	-
Other	Analog-3002 Channel Area B / WXGOB		4	\$ 35.00	-
Other	Analog-3002 Channel Area A / WXGPA		5	\$ 40.00	
Other	Analog-3002 Channel Area B / WXGPB		30	\$ 1.60	-
Other	Apalog-Foreign Dist Adl Mile / JZH2B		4	\$ 27.00	-
Other	Analog-Foreign Dist 1st Mile / JZH2X			\$ 56.95	-
Other	Analog / JZN1X		12	\$ 3.75	
Other	Analog / JZN1B		1 - 12	\$ 35.00	
Other	Analog / WXG4A		 	\$ 40.00	
Other	Analog / WXG4B		1 1	\$69.60	
	Analog / WXG4C		2	\$57.20	
Other Other	Analog / WXGPC		11	1. \$57.20	

14. SERVICE LOCATIONS IN ILLINOIS

The locations for the Services provided under this Pricing Schedule are set forth in Schedule 1, attached hereto and incorporated herein by reference.

End of Document

List of Analog Circuits

ATN	CIRCUIT ID	SERVICE NAME	SERVICE ADDRESS
312Z992056	.DRDC.532740LB	CITY OF CHICAGO PUMPING	1000 E OHIO FL 1
312Z992056	.DRDC.532741LB	CITY OF CHICAGO PUMPING	1000 E OHIO FL 1
312Z992056	.DWDC,532736LB	CITY OF CHICAGO PUMPING	1000 E OHIO FL 1
312Z992056	.DWDC,532737LB	CITY OF CHICAGO PUMPING	1000 E OHIO FL 1
312Z992056	.DWDC.532738LB	CITY OF CHICAGO PUMPING	1000 E OHIO FL 1
312Z992056	.DWDC.532739LB	CITY OF CHICAGO PUMPING	1000 E OHIO FL 1
312Z992056	.DWDC.576826LB	CITY OF CHICAGO PUMPING	1000 E OHIO FL 1
312Z935202	.DWDC.841769LB	CITY CHICAGO WATER CONTROL	1000 E OHIO FL L38
3127444000	FDDA.161936LB	CHICAGO CITY OF ADMINISTRATIVE OFFICES	121 N LA SALLE ST LBBY 1
3127444000	.FDDA.635402LB	CHICAGO CITY OF ADMINISTRATIVE OFFICES	121 N LA SALLE ST LBBY 1
312Z891029	.FDDA.748589LB	CITY OF CHGO	1000 E OHIO ST FL 1
773R050466	.FDDC.000329LB	CITY OF CHICAGO CNET WATER	9247 S MERRILL AVE FL 1
773Z891411	.FDDC.011922LB	CITY OF CHICAGO FIRE	1411 W MADISON ST FL 1
773R050466	.FDDC.015604LB	CITY OF CHICAGO CNET WATER	9247 S MERRILL AVE FL 1
773R050466	.FDDC.054444LB	CITY OF CHICAGO CNET WATER	9247 S MERRILL AVE FL 1
773R050466	.FDDC.060847LB	CITY OF CHICAGO CNET WATER	9247 S MERRILL AVE FL 1
773R050466	.FDDC.066034LB	CITY OF CHICAGO CNET WATER	9247 S MERRILL AVE FL 1
773R050466	.FDDC.086705LB	CITY OF CHICAGO CNET WATER	9247 S MERRILL AVE FL 1
773R050466	.FDDC.100159LB	CITY OF CHICAGO CNET WATER	9247 S MERRILL AVE FL 1
773R050466	.FDDC.130237LB	CITY OF CHICAGO CNET WATER	9247 S MERRILL AVE FL 1
773R062033	.FDDC.133835LB	CHICAGO CITY OF S911	5454 S SHORE DR
773R062034	.FDDC.133837LB	CHICAGO CITY OF S911	5454 S SHORE DR
773R050466	.FDDC.164825LB	CITY OF CHICAGO CNET WATER	9247 S MERRILL AVE FL 1
773R050466	,FDDC.182218LB	CITY OF CHICAGO CNET WATER	9247 S MERRILL AVE FL 1
773R050466	.FDDC.228709LB	CITY OF CHICAGO CNET WATER	9247 S MERRILL AVE FL 1
773R050466	.FDDC.258186LB	CITY OF CHICAGO CNET WATER	9247 S MERRILL AVE FL 1
773R050466	.FDDC.433035LB	CITY OF CHICAGO CNET WATER	9247 S MERRILL AVE FL 1
773R050466	.FDDC.472453LB	CITY OF CHICAGO CNET WATER	9247 S MERRILL AVE FL 1
773R050466	.FDDC.483219LB	CITY OF CHICAGO CNET WATER	9247 S MERRILL AVE FL 1 9247 S MERRILL AVE FL 1
773R050466	,FDDC.506988LB	CITY OF CHICAGO CNET WATER	9247 S MERRILL AVE FL 1
773R050466	.FDDC.531707LB	CITY OF CHICAGO CNET WATER	9247 S MERRILL AVE FL 1
773R050466	.FDDC.540462LB	CITY OF CHICAGO CNET WATER	9247 S MERRILL AVE FL 1
773R050466	.FDDC.556474LB	CITY OF CHICAGO CNET WATER	9247 S MERRILL AVE FL 1
773R050466	.FDDC.591689LB	CITY OF CHICAGO CNET WATER	121 N LA SALLE ST LBBY 1
3127444000	.FDDC.595623LB	CHICAGO CITY OF ADMINISTRATIVE OFFICES	9247 S MERRILL AVE FL 1
773R050466	.FDDC.596306LB	CITY OF CHICAGO CNET WATER	9247 S MERRILL AVE FL 1
773R050466	.FDDC,596307LB	CITY OF CHICAGO CNET WATER	9247 S MERRILL AVE FL 1
773R050466	,FDDC,614101LB	CITY OF CHICAGO CNET WATER	9247 S MERRILL AVE FL 1
773R050466	FDDC.626436,.LB	CITY OF CHICAGO CNET WATER	9247 S MERRILL AVE FL 1
773R050466	.FDDC.626550LB	CITY OF CHICAGO CNET WATER	9247 S MERRILL AVE FL 1
773R050466	.FDDC.645352LB	CITY OF CHICAGO CNET WATER	9247 S MERRILL AVE FL 1
773R050466	.FDDC.649499LB	CITY OF CHICAGO CNET WATER	9247 S MERRILL AVE FL 1
773R050466	,FDDC.667337LB	CITY OF CHICAGO CNET WATER	9247 S MERRILL AVE FL 1
773R050466	.FDDC.672085LB	CITY OF CHICAGO CNET WATER	9247 S MERRILL AVE FL 1
773R050466	.FDDC.711312LB	CITY OF CHICAGO CNET WATER	9247 S MERRILL AVE FL 1
773R050466	.FDDC.712408LB	CITY OF CHICAGO CNET WATER	9247 S MERRILL AVE FL 1
773R050466	.FDDC.720232LB	CITY OF CHICAGO CNET WATER	OCAL O MELMINELLIA E.

773R050466	,FDDC,720307LB	CITY OF CHICAGO CNET WATER	9247 S MERRILL AVE FL 1
773R050466	.FDDC.733038LB	CITY OF CHICAGO CNET WATER	9247 S MERRILL AVE FL 1
773R050466	.FDDC.734443LB	CITY OF CHICAGO CNET WATER	9247 S MERRILL AVE FL 1
3128790281	FDDC.746134LB	CHICAGO CITY OF S911	1411 W MADISON ST FL 1
773R050466	.FDDC.747875LB	CITY OF CHICAGO CNET WATER	9247 S MERRILL AVE FL 1
773R050466	.FDDC.748605LB	CITY OF CHICAGO CNET WATER	9247 S MERRILL AVE FL 1
773R050466	.FDDC,783046LB	CITY OF CHICAGO CNET WATER	9247 S MERRILL AVE FL 1
773R050466	.FDDC.783053LB	CITY OF CHICAGO CNET WATER	9247 S MERRILL AVE FL 1
773R050466	.FDDC.783054LB	CITY OF CHICAGO CNET WATER	9247 S MERRILL AVE FL 1
773R050466	.FDDC.783056LB	CITY OF CHICAGO CNET WATER	9247 S MERRILL AVE FL 1
773R050466	.FDDC.783057LB	CITY OF CHICAGO CNET WATER	9247 S MERRILL AVE FL 1
773R050466	FDDC.783059LB	CITY OF CHICAGO CNET WATER	9247 S MERRILL AVE FL 1
773R050466	.FDDC.783073LB	CITY OF CHICAGO CNET WATER	9247 S MERRILL AVE FL 1
773R050466	.FDDC.783074LB	CITY OF CHICAGO CNET WATER	9247 S MERRILL AVE FL 1
773R050466	.FDDC.783075LB	CITY OF CHICAGO CNET WATER	9247 S MERRILL AVE FL 1
	.FDDC.783077LB	CITY OF CHICAGO CNET WATER	9247 S MERRILL AVE FL 1
773R050466	.FDDC.783085LB	CITY OF CHICAGO CNET WATER	9247 S MERRILL AVE FL 1
773R050466	FDDC.783096LB	CITY OF CHICAGO CNET WATER	9247 S MERRILL AVE FL 1
773R050466	.FDDC.783097LB	CITY OF CHICAGO CNET WATER	9247 S MERRILL AVE FL 1
773R050466	.FDDC.783098LB	CITY OF CHICAGO CNET WATER	9247 S MERRILL AVE FL 1
773R050466	.FDDC.783108LB	CITY OF CHICAGO CNET WATER	9247 S MERRILL AVE FL 1
773R050466	.FDDC.783109LB	CITY OF CHICAGO CNET WATER	9247 S MERRILL AVE FL 1
773R050466	.FDDC.783114LB	CITY OF CHICAGO CNET WATER	9247 S MERRILL AVE FL 1
773R050466	FDDC.783114LB	CITY OF CHICAGO CNET WATER	9247 S MERRILL AVE FL 1
773R050466	.FDDC.783123LB	CITY OF CHICAGO CNET WATER	9247 S MERRILL AVE FL 1
773R050466	.FDDC.783135LB	CITY OF CHICAGO CNET WATER	9247 S MERRILL AVE FL 1
773R050466	.FDDC.783136LB	CITY OF CHICAGO CNET WATER	9247 S MERRILL AVE FL 1
773R050466	.FDDC.783141LB	CITY OF CHICAGO CNET WATER	9247 S MERRILL AVE FL 1
773R050466	.FDDC.783142LB	CITY OF CHICAGO CNET WATER	9247 S MERRILL AVE FL 1
773R050466	.FDDC.783143LB	CITY OF CHICAGO CNET WATER	9247 S MERRILL AVE FL 1
773R050466	.FDDC.783145LB	CITY OF CHICAGO CNET WATER	9247 S MERRILL AVE FL 1
773R050466	.FDDC.783147LB	CITY OF CHICAGO CNET WATER	9247 S MERRILL AVE FL 1
773R050466	.FDDC.783152LB	CITY OF CHICAGO CNET WATER	9247 S MERRILL AVE FL 1
773R050466	FDDC.783154LB	CITY OF CHICAGO CNET WATER	9247 S MERRILL AVE FL 1
773R050466	.FDDC.783155LB	CITY OF CHICAGO CNET WATER	9247 S MERRILL AVE FL 1
773R050466	.FDDC.783156LB	CITY OF CHICAGO CNET WATER	9247 S MERRILL AVE FL 1
773R050466	.FDDC.783157LB	CITY OF CHICAGO CNET WATER	9247 S MERRILL AVE FL 1
773R050466	.FDDC.783701LB	CITY OF CHICAGO CNET WATER	9247 S MERRILL AVE FL 1
773R050466	.FDDC.783702LB	CITY OF CHICAGO CNET WATER	9247 S MERRILL AVE FL 1
773R050466	.FDDC.783704LB	CITY OF CHICAGO CNET WATER	9247 S MERRILL AVE FL 1
773R050466	.FDDC.783764LB	CITY OF CHICAGO CNET WATER	9247 S MERRILL AVE FL 1
773R050466	.FDDC.783769LB	CITY OF CHICAGO CNET WATER	9247 S MERRILL AVE FL 1
773R050466	.FDDC.783780LB	CITY OF CHICAGO CNET WATER	9247 S MERRILL AVE FL 1
773R050466	,FDDC.783787LB	CITY OF CHICAGO CNET WATER	9247 S MERRILL AVE FL 1
773R050466	.FDDC.783893LB	CITY OF CHICAGO CNET WATER	9247 S MERRILL AVE FL 1
773R050466	.FDDC.783894LB	CITY OF CHICAGO CNET WATER	9247 S MERRILL AVE FL 1
773R050466	.FDDC.783895LB	CITY OF CHICAGO CNET WATER	9247 S MERRILL AVE FL 1
773R050466	.FDDC.783897LB	CITY OF CHICAGO CNET WATER	9247 S MERRILL AVE FL 1
773R050466		CITY OF CHICAGO CNET WATER	9247 S MERRILL AVE FL 1
773R050466		CITY OF CHICAGO CNET WATER	9247 S MERRILL AVE FL 1
773R050466	*LDDC:109039**FD	311.1 21. 21.11.11.12. 37.11	

		CITY OF CHÍCAGO CNET WATER	9247 S MERRILL AVE FL 1
773R050466	.FDDC.783920LB	CITY OF CHICAGO CNET WATER	9247 S MERRILL AVE FL 1
773R050466	.FDDC.783921LB		9247 S MERRILL AVE FL 1
773R050466	.FDDC.783922LB	CITY OF CHICAGO CNET WATER CITY OF CHICAGO CNET WATER	9247 S MERRILL AVE FL 1
773R050466	FDDC.783923LB		9247 S MERRILL AVE FL 1
773R050466	.FDDC.783924LB	CITY OF CHICAGO CNET WATER	555 W MADISON
312Z997018	.FDDC.896936LB	CITY OF CHICAGO	3340 W FILLMORE ST RM 2180
312Z897286	.HWDA.031315LB	CHICAGO POLICE DEPT TECH SERVICE	3510 S MICHIGAN AVE FL 3
312Z891137	.HWDC.982507LB	CHICAGO CITY OF POLICE DEPT	3510 S MICHIGAN AVE FL 3
312Z891645	.HWDC.991600LB	CHICAGO CITY OF POLICE	3510 S MICHIGAN AVE FL 3
312Z891863	.HWDC.996722LB	CHICAGO CITY OF POLICE DEPT	3510 S MICHIGAN AVE FL 3
312Z970103	OSNC.000295LB	CHICAGO CITY OF INSPECTORS	3510 S MICHIGAN AVE FL 3
312Z970103	.OSNC.000304LB	CHICAGO CITY OF INSPECTORS	3510 S MICHIGAN AVE FL 3
312Z971578	.OSNC.005584LB	CHICAGO CITY OF POLICE BOARD	1121 S STATE RM 301
312Z954779	.OSNC.010253LB	CITY OF CHGO POLICE DEPT	5101 S WENTWORTH AVE FL 1
312Z969588	.OSNC.041855LB	MIDWAY AIRPORT	5101 S WENTWORTH AVE FL 1
312Z969588	.OSNC.041862LB	MIDWAY AIRPORT	5101 S WENTWORTH AVE FL 1
312Z969588	.OSNC.042096LB	MIDWAY AIRPORT	5101 S WENTWORTH AVE FL 1
312Z969588	.OSNC.042098LB	MIDWAY AIRPORT	1121 S STATE RM 301
312Z954779	.OSNC.060488LB	CITY OF CHGO POLICE DEPT	121 N LA SALLE ST LBBY 1
3127444000	.OSNC.123577LB	CHICAGO CITY OF ADMINISTRATIVE OFFICES	3510 S MICHIGAN AV
312Z898757	,OSNC.147701LB	CHICAGO POLICE DEPT	5101 S WENTWORTH AVE FL 2
312Z960091	.OSNC.157710LB	CHICAGO POLICE DEPT	121 N LA SALLE ST LBBY 1
3127444000	.OSNC,159101LB	CHICAGO CITY OF ADMINISTRATIVE OFFICES	121 N LA SALLE ST LBBY 1
3127444000	.OSNC.161753LB	CHICAGO CITY OF ADMINISTRATIVE OFFICES	121 N LA SALLE ST LBBY 1
3127444000	.OSNC.161788LB	CHICAGO CITY OF ADMINISTRATIVE OFFICES	121 N LA SALLE ST LBBY 1
3127444000	.OSNC.212893LB	CHICAGO CITY OF ADMINISTRATIVE OFFICES	121 N LA SALLE ST LBBY 1
3127444000	.OSNC.310387LB	CHICAGO CITY OF ADMINISTRATIVE OFFICES	5101 S WENTWORTH AVE FL 2
312Z960091	.OSNC.527599LB	CHICAGO POLICE DEPT	5101 S WENTWORTH AVE FL 2
312Z960091	.OSNC.578193LB	CHICAGO POLICE DEPT	5101 S WENTWORTH AVE FL 2
312Z960091	.OSNC.578493LB	CHICAGO POLICE DEPT	5101 S WENTWORTH AVE FL 2
312Z960091	.OSNC.579456LB	CHICAGO POLICE DEPT	5101 S WENTWORTH AVE FL 2
312Z960091	.OSNC.610701LB	CHICAGO POLICE DEPT	1121 S STATE RM 301
312Z954779	.OSNC.623428LB	CITY OF CHGO POLICE DEPT	5101 S WENTWORTH AVE FL 2
312Z960091	.OSNC,628474LB	CHICAGO POLICE DEPT	121 N LA SALLE ST LBBY 1
3127444000	.OSNC.638674LB	CHICAGO CITY OF ADMINISTRATIVE OFFICES	5101 S WENTWORTH AVE FL 2
312Z960091	.OSNC.647592LB	CHICAGO POLICE DEPT	5101 S WENTWORTH AVE FL 2
312Z960091	.OSNC.655472LB	CHICAGO POLICE DEPT	121 N LA SALLE ST LBBY 1
3127444000	OSNC.669531LB	CHICAGO CITY OF ADMINISTRATIVE OFFICES	
312Z935341	.OSNC.775304LB	CITY OF CHICAGO-POLICE DEPT	2452 W BELMONT FL 1
312Z935341	.OSNC.848310LB	CITY OF CHICAGO-POLICE DEPT	2452 W BELMONT FL 1 5101 S WENTWORTH AVE FL 2
312Z960091	OSNC.861696.LB	CHICAGO POLICE DEPT	
312Z960091	.OSNC.892065LB	CHICAGO POLICE DEPT	5101 S WENTWORTH AVE FL 2
312Z960091	.OSNC.892066LB	CHICAGO POLICE DEPT	5101 S WENTWORTH AVE FL 2
312Z954779	.OSNC.898553LB	CITY OF CHGO POLICE DEPT	1121 S STATE RM 301
312Z954779	.OSNC.898554LB	CITY OF CHGO POLICE DEPT	1121 S STATE RM 301
312Z954779	.OSNC.898555LB	CITY OF CHGO POLICE DEPT	1121 S STATE RM 301
312Z954779	.OSNC.898556LB	CITY OF CHGO POLICE DEPT	1121 S STATE RM 301
312Z954779		CITY OF CHGO POLICE DEPT	1121 S STATE RM 301
312Z954779		CITY OF CHGO POLICE DEPT	1121 S STATE RM 301
312Z954779	anus scarco LB	CITY OF CHGO POLICE DEPT	1121 S STATE RM 301
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			0 07175 511 004	
312Z954779	.OSNC.898560LB	CITY OF CHGO POLICE DEPT	1121 S STATE RM 301	
312Z954779	.OSNC.898563LB	CITY OF CHGO POLICE DEPT	1121 S STATE RM 301	
312Z954779	.OSNC.898564LB	CITY OF CHGO POLICE DEPT	1121 S STATE RM 301	
3127444000	.OSNC.981510LB	CHICAGO CITY OF ADMINISTRATIVE OFFICES	121 N LA SALLE ST LBBY 1	
312Z935341	.OSNC.982264LB	CITY OF CHICAGO-POLICE DEPT	2452 W BELMONT FL 1	
312Z935341	.OSNC,982265.,LB	CITY OF CHICAGO-POLICE DEPT	2452 W BELMONT FL 1	
3127444000	.OSNC.982365LB	CHICAGO CITY OF ADMINISTRATIVE OFFICES	121 N LA SALLE ST LBBY 1	
3127444000	.OSNC.982366LB	CHICAGO CITY OF ADMINISTRATIVE OFFICES	121 N LA SALLE ST LBBY 1	
3127444000	.OSNC.982367LB	CHICAGO CITY OF ADMINISTRATIVE OFFICES	121 N LA SALLE ST LBBY 1	
312Z960091	.OSNC.991224LB	CHICAGO POLICE DEPT	5101 S WENTWORTH AVE FL 2	
312Z971560	.OSNC.997441LB	CHICAGO CITY OF .	3510 S MICHIGAN AVE FL 3	
3122697900	.PLNC.662282LB	CHICAGO CITY OF ELECTION	69 W WASHINGTON ST FL 8	
3122697900	PLNC.804206LB	CHICAGO CITY OF ELECTION	69 W WASHINGTON ST FL 8	
312Z956004	.PLNC.859078LB	CITY OF CHGO-SAN	121 N LA SALLE RM 704	
312Z956004	.PLNC.859079LB	CITY OF CHGO-SAN	121 N LA SALLE RM 704	
312Z956004	,PLNC.859081LB	CITY OF CHGO-SAN	121 N LA SALLE RM 704	•
312Z956004	.PLNC.859082LB	CITY OF CHGO-SAN	121 N LA SALLE RM 704	
312Z956004	.PLNC.859083LB	CITY OF CHGO-SAN	121 N LA SALLE RM 704	
312Z956159	.PLNC.859084LB	CHICAGO CITY OF	121 N LA SALLE FL 1	
312Z956910	.PLNC.859085LB	CITY OF CHICAGO	121 N LA SALLE FL LL RM 139	
312Z956910	.PLNC.859086LB	CITY OF CHICAGO	121 N LA SALLE FL LL RM 139	
312Z956910	.PLNC.859087LB	CITY OF CHICAGO	121 N LA SALLE FL LL RM 139	
312Z956910	.PLNC.859088LB	CITY OF CHICAGO	121 N LA SALLE FL LL RM 139	
312Z956910 312Z956910	.PLNC.859089LB	CITY OF CHICAGO	121 N LA SALLE FL LL RM 139	
3127444000	.PLNC.859090LB	CHICAGO CITY OF ADMINISTRATIVE OFFICES	121 N LA SALLE ST LBBY 1	
3127444000	PLNC.861855LB	CHICAGO CITY OF ADMINISTRATIVE OFFICES	121 N LA SALLE ST LBBY 1	
3127444000	.PLNC.861856LB	CHICAGO CITY OF ADMINISTRATIVE OFFICES	121 N LA SALLE ST LBBY 1	
	.PLNC.861857LB	CHICAGO CITY OF ADMINISTRATIVE OFFICES	121 N LA SALLE ST LBBY 1	
3127444000	.PLNC.861858LB	CHICAGO CITY OF ADMINISTRATIVE OFFICES	121 N LA SALLE ST LBBY 1	
3127444000	PLNC.861859.LB	CHICAGO CITY OF ADMINISTRATIVE OFFICES	121 N LA SALLE ST LBBY 1	
3127444000	.PLNC.882279,.LB	CHICAGO CITY OF ADMINISTRATIVE OFFICES	121 N LA SALLE ST LBBY 1	
3127444000	.PLNC.886979LB	CHICAGO CITY OF ADMINISTRATIVE OFFICES	121 N LA SALLE ST LBBY 1	
3127444000	.PLNC.886980LB	CITY OF CHGO	1000 E OHIO ST FL 1	
312Z891029	PLNC.892640LB	CHICAGO CITY OF ELECTION	69 W WASHINGTON ST FL 8	
3122697900	.PLNC.092040LB	CHICAGO CITY OF STREETS & SAN	1000 E OHIO ST FL 1	
312Z996797		CHICAGO CITY OF	2334 S ASHLAND AVE FL 1	
312Z995493	.RTNC.595229LB	CHICAGO CITY OF STREETS & SAN	1000 E OHIO ST FL 1	
312Z996797	.RTNC.648653LB	CHICAGO CITY OF STREETS & SAN	2322 S ASHLAND AVE FL 1	
312Z996809	,RTNC.649240LB	CITY OF CHICAGO	555 W MADISON	
312Z997018	.RTNC.661931LB	CITY OF CHICAGO	555 W MADISON	
312Z997018	.RTNC.661932LB	CITY OF CHICAGO	555 W MADISON	
312Z997018	.RTNC.661933LB	CITY OF CHICAGO	555 W MADISON	
312Z997018	.RTNC.661934LB		555 W MADISON	
312Z997018	.RTNC.661935LB	CITY OF CHICAGO	555 W MADISON	
312Z997018	.RTNC.661936LB	CITY OF CHICAGO	555 W MADISON	
312Z997018	.RTNC.661937LB	CITY OF CHICAGO	555 W MADISON	
312Z997018	.RTNC.661938LB	CITY OF CHICAGO	555 W MADISON	
312Z997018	.RTNC.661939LB	CITY OF CHICAGO	555 W MADISON	
312Z997018	.RTNC.661940LB	CITY OF CHICAGO	555 W MADISON	
312Z997018	.RTNC.661941LB	CITY OF CHICAGO	555 W MADISON	
312Z997018	.RTNC.661942LB	CITY OF CHICAGO	OOS AA MANDOOM	

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312Z997018	.RTNC.661943LB	CITY OF CHICAGO CITY OF CHICAGO	555 W MADISON
312Z997018	.RTNC.661944LB	CHICAGO CITY OF STREETS & SAN	1000 E OHIO ST FL 1
312Z996797	.RTNC.740461LB	CHICAGO CITY OF STREETS & SAN	1000 E OHIO ST FL 1
312Z996797	.RTNC.774563LB	CHICAGO CITY OF STREETS & SAN	1000 E OHIO ST FL 1
312Z996797	.RTNC.774567LB		121 N LASALLE RM 702
312Z953417	.RTNC.848264LB	CITY OF CHICAGO	121 N LASALLE RM 702
312Z953417	.RTNC.858901LB	CITY OF CHICAGO	121 N LASALLE RM 702
312Z953417	.RTNC.877160LB	CITY OF CHICAGO	555 W MADISON
312Z997018	.RTNC.896933LB	CITY OF CHICAGO	555 W MADISON
312Z997018	.RTNC.896934LB	CITY OF CHICAGO	555 W MADISON
312Z997018	,RTNC.896935LB	CITY OF CHICAGO	1340 W MONROE FL 1
312Z953634	1.CSNC.162976LB	CITY OF CHGO-POLICE DEPT	1340 W MONROE FL 1
312Z953634	1.CSNC.162977LB	CITY OF CHGO-POLICE DEPT	1340 W MONROE FL 1
312Z953634	1.CSNC.170136.LB	CITY OF CHGO-POLICE DEPT	121 N LA SALLE ST LBBY 1
3127444000	1.CSNC.175229.LB	CHICAGO CITY OF ADMINISTRATIVE OFFICES	1340 W MONROE FL 1
312Z953634	1.CSNC.181085LB	CITY OF CHGO-POLICE DEPT	1340 W MONROE FL 1
312Z953634	1.CSNC.181086LB	CITY OF CHGO-POLICE DEPT	1340 W MONROE FL 1
312Z953634	1.CSNC.181087LB	CITY OF CHGO-POLICE DEPT	
312Z953634	1.CSNC.181088LB	CITY OF CHGO-POLICE DEPT	1340 W MONROE FL 1
312Z965420	1.CSNC.230709LB	CITY OF CHICAGO	700 N KILBOURN AVE FL 1
312Z960522	1.CSNC.270001LB	CITY OF CHGO-POLICE DEPT	1620 W 99TH ST
312Z960522	1.CSNC.300014LB	CITY OF CHGO-POLICE DEPT	1620 W 99TH ST
312Z960522	1.CSNC.306026LB	CITY OF CHGO-POLICE DEPT	1620 W 99TH ST
312Z960522	1.CSNC.306027LB	CITY OF CHGO-POLICE DEPT	1620 W 99TH ST
312Z960522	1.CSNC.306028LB	CITY OF CHGO-POLICE DEPT	1620 W 99TH ST
312Z960522	1.CSNC.320040LB	CITY OF CHGO-POLICE DEPT	1620 W 99TH ST
312Z960522	1.CSNC.320041LB	CITY OF CHGO-POLICE DEPT	1620 W 99TH ST
312Z960522	1.CSNC.320042LB	CITY OF CHGO-POLICE DEPT	1620 W 99TH ST
312Z960522	1,CSNC.330103LB	CITY OF CHGO-POLICE DEPT	1620 W 99TH ST
312Z960522	1.CSNC.330104LB	CITY OF CHGO-POLICE DEPT	1620 W 99TH ST
312Z960522	1.CSNC.330105LB	CITY OF CHGO-POLICE DEPT	1620 W 99TH ST
312Z960522	1.CSNC.350029LB	CITY OF CHGO-POLICE DEPT	1620 W 99TH ST
312Z960522	1.CSNC.350030LB	CITY OF CHGO-POLICE DEPT	1620 W 99TH ST
312Z960522	1,CSNC.350031LB	CITY OF CHGO-POLICE DEPT	1620 W 99TH ST
3122697900	1.CSNT.111271LB	CHICAGO CITY OF ELECTION	69 W WASHINGTON ST FL 8
312Z959219	1.FDDC.176682LB	CITY OF CHICAGO DATA CENTER	55 W RANDOLPH STE 2700
312Z958025	1.FDDC.230726LB	CITY OF CHICAGO	30 N LA SALLE FL 8
312Z950114	1.FDDC.255755LB	CITY OF CHGO REVN	121 N LASALLE RM 107
312Z956184	1.FDDC.269365LB	CITY OF CHICAGO	55 W RANDOLPH FL 27
312Z950114	1.FDDC.269376LB	CITY OF CHGO REVN	121 N LASALLE RM 107
312Z959219	1.FDDC.544722LB	CITY OF CHICAGO DATA CENTER	55 W RANDOLPH STE 2700
312Z959219	1,FDDC.544736LB	CITY OF CHICAGO DATA CENTER	55 W RANDOLPH STE 2700
312Z959219	1.FDDC.544737LB	CITY OF CHICAGO DATA CENTER	55 W RANDOLPH STE 2700
3127444000	1.FDDC.546038LB	CHICAGO CITY OF ADMINISTRATIVE OFFICES	121 N LA SALLE ST LBBY 1
3127444000	1.FDDC.590461LB	CHICAGO CITY OF ADMINISTRATIVE OFFICES	121 N LA SALLE ST LBBY 1
312Z959219	1.FDDC.592551LB	CITY OF CHICAGO DATA CENTER	55 W RANDOLPH STE 2700
312Z959219	1,FDDC.592552LB	CITY OF CHICAGO DATA CENTER	55 W RANDOLPH STE 2700
312Z959219	1.FDDC.592553LB	CITY OF CHICAGO DATA CENTER	55 W RANDOLPH STE 2700
312Z960091	1.OSNC.175169LB	CHICAGO POLICE DEPT	5101 S WENTWORTH AVE FL 2
312Z960091	1.OSNC.800007LB	CHICAGO POLICE DEPT	5101 S WENTWORTH AVE FL 2

		CHICAGO CITY OF ADMINISTRATIVE OFFICES	121 N LA SALLE ST LBBY 1
3127444000	1.PGNC.109803LB	CHICAGO CITY OF ADMINISTRATIVE OFFICES	121 N LA SALLE ST LBBY 1
3127444000	1.PLNC.312617LB	CHICAGO CITY OF ADMINISTRATIVE OFFICES	121 N LA SALLE ST LBBY 1
3127444000	1.PLNC.312618.LB	CITY OF CHICAGO	10301 S DOTY AVE FL 1
312Z960500	1.PLNC.322727LB	CITY OF CHICAGO CITY OF CHGO-POLICE DEPT	1620 W 99TH ST
312Z960522	2.CSNC.193752LB	CITY OF CHGO-POLICE DEPT	1620 W 99TH ST
312Z960522	2.CSNC.195189LB	CHICAGO CITY OF ADMINISTRATIVE OFFICES	121 N LA SALLE ST LBBY 1
3127444000	2.DHDC.193944LB	CHICAGO CITY OF ADMINISTRATIVE OFFICES	121 N LA SALLE ST LBBY 1
3127444000	2.DHDC.193945.LB	CHICAGO CITY OF ADMINISTRATIVE OFFICES	121 N LA SALLE ST LBBY 1
3127444000	2.DHDC.193948LB	OFFICE OF MUNICIPAL INVESTIGATION	55 W RANDOLPH RM 256
312Z953427	2.DQDC.105788LB	CITY OF CHGO	55 W RANDOLPH STE 2700
312Z953462	2.DQDC.136736LB	CITY CHICAGO WATER CONTROL	1000 E OHIO FL L38
312Z935202	2.DRDC.299029LB	CITY CHICAGO WATER CONTROL CITY CHICAGO WATER CONTROL	1000 E OHIO FL L38
312Z935202	2.DRDC.545572LB	CITY CHICAGO WATER CONTROL CITY CHICAGO WATER CONTROL	1000 E OHIO FL L38
312Z935202	2.DRDC.545574LB		1000 E OHIO FL L38
312Z935202	2.DRDC.545575LB	CITY CHICAGO WATER CONTROL	55 W RANDOLPH STE 2700
312Z959219	2.DWDC.255760LB	CITY OF CHICAGO DATA CENTER	1000 E OHIO FL 1
312Z932115	2.FDDC.007240LB	CITY OF CHGO PWBM WATER	1000 E OHIO FL 1
312Z932115	2.FDDC.007244LB	CITY OF CHGO PWBM WATER	1000 E OHIO FL 1
312Z932115	2.FDDC.008802LB	CITY OF CHGO PWBM WATER	55 W RANDOLPH FL 1
312Z952652	2.FDDC.069318LB	CTY OF CHGO BRD OF HLTH	55 W RANDOLPH FL 27
312Z952606	2.FDDC.081083LB	R J DALEY CENTER	55 W RANDOLPH FL 27
312Z953418	2.FDDC.081084LB	CITY OF CHGO BD OF HLTH	55 W RANDOLPH FL 27
312Z952606	2.FDDC.081085LB	R J DALEY CENTER	55 W RANDOLPH FL 27
312Z952612	2.FDDC.084913LB	DALEY CENTER	55 W RANDOLPH FL 27
312Z952612	2.FDDC.084914LB	DALEY CENTER	55 W RANDOLPH FL 27
312Z952612	2.FDDC.084915LB	DALEY CENTER	55 W RANDOLPH FL 27
312Z952612	2.FDDC.084916LB	DALEY CENTER	121 N LASALLE RM 702
312Z953417	2.FDDC.089722LB	CITY OF CHICAGO	121 N LASALLE RM 607
312Z953428	2.FDDC.114014LB	CITY OF CHICAGO	55 W RANDOLPH STE 2700
312Z959248	2.FDDC.176658LB	CITY OF CHICAGO DATACENTER	4850 W WILSON FL 1
312Z935679	2.FDDC.191765LB	MAYFAIR PUMPING STATION	4850 W WILSON FL 1
312Z935832	2.FDDC.191766LB	MAYFAIR PUMPING STATION	50 W WASHINGTON FL 27
312Z951290	2.FDDC.192952LB	CHICAGO FIRE DEPT	55 W RANDOLPH STE 2700
312Z959219	2.FDDC.230402LB	CITY OF CHICAGO DATA CENTER	121 N LASALLE RM 107
312Z950114	2.FDDC.230409LB	CITY OF CHGO REVN	55 W RANDOLPH FL 27
312Z953532	2.FDDC.230489LB	CITY OF CHGO	121 N LA SALLE RM 1102
312Z950503	2.FDDC.230504LB	CITY OF CHICAGO REVENUE	55 W RANDOLPH STE 2700
312Z959219	2.FDDC.255739LB	CITY OF CHICAGO DATA CENTER	55 W RANDOLPH STE 2700
312Z959219	2.FDDC.266444LB	CITY OF CHICAGO DATA CENTER	
312Z950114	2.FDDC.269374LB	CITY OF CHGO REVN	121 N LASALLE RM 107
312Z939347	2.FDDC.272561LB	CHICAGO CITY OF	3930 N CLARK FL 1
312Z935562	2.FDDC.293965LB	CITY OF CHICAGO	121 N LA SALLE ST LBBY 1
312Z935562	2.FDDC.293966LB	CITY OF CHICAGO	121 N LA SALLE ST LBBY 1
312Z952612	2.FDDC.299159LB	DALEY CENTER	55 W RANDOLPH FL 27
312Z990901	2.FDDC.469101LB	CITY OF CHGO MIS	50 W WASHINGTON FL 27
312Z990901	2.FDDC.525850LB	CITY OF CHGO MIS	50 W WASHINGTON FL 27
312Z991888		CHICAGO CITY OF	1000 E OHIO FL 1
312Z959219		CITY OF CHICAGO DATA CENTER	55 W RANDOLPH STE 2700
312Z959219		CITY OF CHICAGO DATA CENTER	55 W RANDOLPH STE 2700
312Z959219		CITY OF CHICAGO DATA CENTER	55 W RANDOLPH STE 2700

312Z992735	2.FDDC.541125LB	CHICAGO CITY OF WATER DEPT	1000 E OHIO FL 1
312Z992735	2.FDDC.541126,.LB	CHICAGO CITY OF WATER DEPT	1000 E OHIO FL 1
312Z992735	2.FDDC.541248LB	CHICAGO CITY OF WATER DEPT	1000 E OHIO FL 1
312Z992735	2.FDDC.541249LB	CHICAGO CITY OF WATER DEPT	1000 E OHIO FL 1
312Z958590	2.FDDC.542286LB	CITY OF CHICAGO	121 N LA SALLE RM 706
312Z959339 312Z959219	2.FDDC.542289LB	CITY OF CHICAGO DATA CENTER	55 W RANDOLPH STE 2700
312Z959219 312Z959219	2.FDDC.542708LB	CITY OF CHICAGO DATA CENTER	55 W RANDOLPH STE 2700
312Z956099	2.FDDC.543253LB	CITY OF CHICAGO	121 N LA SALLE FL 1
312Z956099	2.FDDC.543254LB	CITY OF CHICAGO	121 N LA SALLE FL 1
312Z950055 312Z953462	2.FDDC.544008LB	CITY OF CHGO	55 W RANDOLPH STE 2700
312Z95940Z	2.FDDC.544645LB	CITY OF CHICAGO DATA CENTER	55 W RANDOLPH STE 2700
3122959219	2.FDDC.544648.LB	CITY OF CHICAGO DATA CENTER	55 W RANDOLPH STE 2700
312Z959219 312Z959219	2.FDDC.544651LB	CITY OF CHICAGO DATA CENTER	55 W RANDOLPH STE 2700
312Z959219 312Z959219	2.FDDC.544728LB	CITY OF CHICAGO DATA CENTER	55 W RANDOLPH STE 2700
312Z959219 312Z959219	2.FDDC.544733LB	CITY OF CHICAGO DATA CENTER	55 W RANDOLPH STE 2700
312Z959219 312Z959219	2.FDDC.544734LB	CITY OF CHICAGO DATA CENTER	55 W RANDOLPH STE 2700
312Z959219	2.FDDC.544743LB	CITY OF CHICAGO DATA CENTER	55 W RANDOLPH STE 2700
312Z959219 312Z959219	2.FDDC.544744.LB	CITY OF CHICAGO DATA CENTER	55 W RANDOLPH STE 2700
312Z959219 312Z959219	2.FDDC.544749LB	CITY OF CHICAGO DATA CENTER	55 W RANDOLPH STE 2700
3122953532	2.FDDC.544750.LB	CITY OF CHGO	55 W RANDOLPH FL 27
312Z955532 312Z956404	2.FDDC.545162.LB	CITY OF CHICAGO STREETS AND SANITATION	121 N LASALLE RM 704
312Z956404 312Z956404	2.FDDC.545164LB	CITY OF CHICAGO STREETS AND SANITATION	121 N LASALLE RM 704
3122956404	2.FDDC.545165LB	CITY OF CHICAGO STREETS AND SANITATION	121 N LASALLE RM 704
312Z950404 312Z959219	2.FDDC.554706LB	CITY OF CHICAGO DATA CENTER	55 W RANDOLPH STE 2700
312Z959Z19 312Z952630	2.FDDC.585977LB	CITY OF CHICAGO POLICE	10 S CANAL FL 14
3122952030	2.FDDC.592525LB	CITY OF CHICAGO	55 W RANDOLPH STE 2700
312Z953372 312Z951290	2.FDDC.60525LB	CHICAGO FIRE DEPT	50 W WASHINGTON FL 27
312Z931290 312Z935384	2,FDDC.610489LB	CITY OF CHICAGO POLICE	2150 N CALIFORNIA AVE FL 2
312Z935364 312Z935384	2.FDDC.610490LB	CITY OF CHICAGO POLICE	2150 N CALIFORNIA AVE FL 2
312Z935384	2.FDDC.610496LB	CITY OF CHICAGO POLICE	2150 N CALIFORNIA AVE FL 2
312Z935364 312Z935384	2.FDDC.610505LB	CITY OF CHICAGO POLICE	2150 N CALIFORNIA AVE FL 2
312Z935384	2.FDDC.610509LB	CITY OF CHICAGO POLICE	2150 N CALIFORNIA AVE FL 2
312Z935384	2.FDDC.610521LB	CITY OF CHICAGO POLICE	2150 N CALIFORNIA AVE FL 2
312Z965236	2.FDDC.610523LB	CITY OF CHICAGO POLICE	10402 S VINCENNES AVE FL 1
312Z905236 312Z965236	2.FDDC.610525.LB	CITY OF CHICAGO POLICE	10402 S VINCENNES AVE FL 1
312Z965236	0 040F00 LD	CITY OF CHICAGO POLICE	10402 S VINCENNES AVE FL 1
312Z965236	440004 15	CITY OF CHICAGO POLICE	10402 S VINCENNES AVE FL 1
312Z965236		CITY OF CHICAGO POLICE	10402 S VINCENNES AVE FL 1
312Z965236	+ #PPO 040500 LD	CITY OF CHICAGO POLICE	10402 S VINCENNES AVE FL 1
312Z905230 312Z935384		CITY OF CHICAGO POLICE	2150 N CALIFORNIA AVE FL 2
312Z935384		CITY OF CHICAGO POLICE	2150 N CALIFORNIA AVE FL 2
312Z935384	I D	CITY OF CHICAGO POLICE	2150 N CALIFORNIA AVE FL 2
312Z935384	040E77 ID	CITY OF CHICAGO POLICE	2150 N CALIFORNIA AVE FL 2
312Z935384		CITY OF CHICAGO POLICE	2150 N CALIFORNIA AVE FL 2
312Z935384		CITY OF CHICAGO POLICE	2150 N CALIFORNIA AVE FL 2
312Z95536	·	CITY OF CHICAGO POLICE	10402 S VINCENNES AVE FL 1
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312Z932089	2.RTNC.161870LB	CITY OF CHICAGO	121 N LASALLE RM 702
312Z953417	2.RTNC.1652LB	CITY OF CHICAGO	121 N LASALLE RM 702
312Z953417	2.RTNC.1653LB	CITY OF CHICAGO	121 N LASALLE RM 702
312Z953417	2.RTNC.1654LB	CITY OF CHICAGO	121 N LASALLE RM 702
312Z953417	2.RTNC.1655LB		120 N LASALLE FL 1
312Z955308	2.RTNC.172608LB	CITY OF CHICAGO CITY OF CHICAGO PWBM SEWR	121 N LASALLE RM 702
312Z935261	2.RTNC.173257LB		121 N LASALLE RM 702
312Z953417	2.RTNC.2115LB	CITY OF CHICAGO	121 N LA SALLE ST FL 10
312Z958029	2.RTNC.2120LB	CITY OF CHICAGO	121 N LA SALLE ST FL 10
312Z958029	2.RTNC.255703LB	CITY OF CHICAGO	121 N LA SALLE ST FL 10
312Z958029	2.RTNC.255704LB	CITY OF CHICAGO	121 N LA SALLE ST FL 10
312Z958029	2.RTNC.255705LB	CITY OF CHICAGO	121 N LA SALLE ST LBBY 1
312Z935562	2.RTNC.293969LB	CITY OF CHICAGO	121 N LASALLE RM 702
312Z953417	2.RTNC.3193LB	CITY OF CHICAGO	121 N LA SALLE ST FL 10
312Z958029	2,RTNC.35980LB	CITY OF CHICAGO	121 N LA SALLE FL 1
312Z956099	2.RTNC.543104LB	CITY OF CHICAGO	121 N LA SALLE FL 1
312Z956099	2.RTNC.543105LB	CITY OF CHICAGO	121 N LA SALLE FL 1
312Z956099	2.RTNC.543106LB	CITY OF CHICAGO	121 N LA SALLE FL 1
312Z956099	2.RTNC.543107LB	CITY OF CHICAGO	121 N LA SALLE FL 1
312Z956099	2.RTNC.543108LB	CITY OF CHICAGO	121 N LA SALLE FL 1
312Z956099	2.RTNC.543109LB	CITY OF CHICAGO	121 N LA SALLE FL 1
312Z956099	2.RTNC.543110LB	CITY OF CHICAGO	121 N LA SALLE FL 1
312Z956099	2.RTNC.543111LB	CITY OF CHICAGO	121 N LA SALLE FL 1
312Z956099	2.RTNC.543112LB	CITY OF CHICAGO	121 N LA SALLE FL 1
312Z956099	2.RTNC.543113LB	CITY OF CHICAGO	121 N LA SALLE FL 1
312Z956099	2.RTNC.543114LB	CITY OF CHICAGO	121 N LA SALLE FL 1
312Z956099	2.RTNC.543115LB	CITY OF CHICAGO	121 N LA SALLE FL 1
312Z956099	2.RTNC.543116LB	CITY OF CHICAGO	121 N LA SALLE FL 1
312Z956099	2.RTNC.543117LB	CITY OF CHICAGO	121 N LA SALLE FL 1
312Z956099	2.RTNC.543147LB	CITY OF CHICAGO	121 N LA SALLE FL 1
312Z956099	2.RTNC.543148LB	CITY OF CHICAGO	121 N LA SALLE FL 1
312Z956099	2.RTNC.543149LB	CITY OF CHICAGO	121 N LA SALLE FL 1
312Z956099	2.RTNC.543150LB	CITY OF CHICAGO	121 N LA SALLE FL 1
312Z956099	2,RTNC.543151LB	CITY OF CHICAGO	121 N LA SALLE FL 1
312Z956099	2.RTNC.543152LB	CITY OF CHICAGO	121 N LA SALLE FL 1
312Z956099		CITY OF CHICAGO	121 N LA SALLE FL 1
312Z956099		CITY OF CHICAGO	121 N LA SALLE RM 702
312Z956305	P44047 1 D	CITY OF CHICAGO	
312Z997018		CITY OF CHICAGO	555 W MADISON
312Z997018		CITY OF CHICAGO	555 W MADISON
312Z997018	AETOCO I D	CITY OF CHICAGO	555 W MADISON
312Z997018		CITY OF CHICAGO	555 W MADISON
312Z997018		CITY OF CHICAGO	555 W MADISON
312Z997018	· <u>-</u>	CITY OF CHICAGO	555 W MADISON
312Z997018		CITY OF CHICAGO	555 W MADISON
312Z997018		CITY OF CHICAGO	555 W MADISON
312Z997010 312Z997010		CITY OF CHICAGO	555 W MADISON
312Z997010 312Z997010		CITY OF CHICAGO	555 W MADISON
		CITY OF CHICAGO	555 W MADISON
312Z99701	0 2.1/11/0.001001.001		

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312Z997018	2.RTNC.657938LB	CITY OF CHICAGO	555 W MADISON
312Z997018	2.RTNC.657939LB	CITY OF CHICAGO	555 W MADISON
312Z997018	2.RTNC.657940LB	CITY OF CHICAGO	555 W MADISON
312Z997018	2.RTNC.657941LB	CITY OF CHICAGO	555 W MADISON
3122997018	2.RTNC,657942LB	CITY OF CHICAGO	555 W MADISON
312Z953417	2.RTNC.89068LB	CITY OF CHICAGO	121 N LASALLE RM 702
312Z953417	2.RTNC,89069LB	CITY OF CHICAGO	121 N L'ASALLE RM 702
312Z959635	2.RTNT.273043LB	CITY OF CHICAGO	2334 S ASHLAND AVE FL 1
312Z932115	3.FDDC.007238LB	CITY OF CHGO PWBM WATER	1000 E OHIO FL 1
312Z932115	3.FDDC.007239.LB	CITY OF CHGO PWBM WATER	1000 E OHIO FL 1
312Z932115	3.FDDC.007241LB	CITY OF CHGO PWBM WATER	1000 E OHIO FL 1
312Z932115	3.FDDC.007242LB	CITY OF CHGO PWBM WATER	1000 E OHIO FL 1
312Z932115	3.FDDC.007245LB	CITY OF CHGO PWBM WATER	1000 E OHIO FL 1
312Z932115	3.FDDC.007246LB	CITY OF CHGO PWBM WATER	1000 E OHIO FL 1
312Z932115	3.FDDC.050557LB	CITY OF CHGO PWBM WATER	1000 E OHIO FL 1
312Z952630	3.FDDC.230411LB	CITY OF CHICAGO POLICE	10 S CANAL FL 14
312Z959219	3.FDDC.255718LB	CITY OF CHICAGO DATA CENTER	55 W RANDOLPH STE 2700
312Z951304	3.FDDC.446258LB	CITY OF CHICAGO	121 N LA SALLE ST RM 702
312Z992735	3.FDDC.541127LB	CHICAGO CITY OF WATER DEPT	1000 E OHIO FL 1
3127992735	3.FDDC.541194LB	CHICAGO CITY OF WATER DEPT	1000 E OHIO FL 1
312Z992735	3.FDDC.541257LB	CHICAGO CITY OF WATER DEPT	1000 E OHIO FL 1
312Z992735	3.FDDC.541631LB	CHICAGO CITY OF WATER DEPT	1000 E OHIO FL 1
312Z935011	3,FDDC.7234LB	CITY OF CHGO PWBM WATER	1000 E OHIO FL 3 5101 S WENTWORTH AVE FL 2
312Z960091	3.OSNC.128006.LB	CHICAGO POLÍCE DEPT	2452 W BELMONT FL 1
312Z935341	3.OSNC.293773LB	CITY OF CHICAGO-POLICE DEPT	121 N LA SALLE ST LBBY 1
3127444000	3.OSNC.606300LB	CHICAGO CITY OF ADMINISTRATIVE OFFICES	10340 BERTEAU AVE FL 1
708Z300038	5,CSNC,490062,.LB	CITY OF CHICAGO PW TEL DIV	10340 BERTEAU AVERET
3127444000	,CSNC.185190.LB	CHICAGO CITY OF ADMINISTRATIVE OFFICES	121 N LA SALLE ST LBBY 1
3127444000	.CSNC.191848.LB	CHICAGO CITY OF ADMINISTRATIVE OFFICES	
3127444000	.CSNC.774756LB	CITY OF CHGO 911	121 N LA SALLE FL 6 7808 S HALSTED ST FL 1
773Z991952	.CSNC.868766LB	CHICAGO CITY OF POLICE	7808 S HALSTED STIFLT
,,0200.00			

ISDN PRIME LOCATIONS

	· -		
A 7781	CIRCUIT ID	SERVICE NAME	SERVICE ADDRESS
ATN 312R070435	102T1ZFCHCGILIDDC0CHCJILCJH00	CHICAGO CITY OF	1000 E OHIO ST FL 1
•	101T1ZFCHCGILIDDC0CHCJILFGH00	CHICAGO CITY OF ADMINISTRATIVE OFFICES	121 N LA SALLE ST LBBY 1
3127444000	101T1ZFCHCGILWBDC2CHCHIL09H01	CHICAGO CITY OF ADMINISTRATIVE OFFICES	121 N LA SALLE ST LBBY 1
3127444000		CHICAGO CITY OF ADMINISTRATIVE OFFICES	121 N LA SALLE ST LBBY 1
3127444000	102T1ZFCHCGILWBDC2CHCHIL09H01	CITY OF CHICAGO	1300 W JACKSON BLVD
312R161467	101T1ZFCHCGILMODC1CHCOILSLH00	CITY OF CHICAGO	1300 W JACKSON BLVD
312R161467	102T1ZFCHCGILMODC1CHCOILSLH00	CITY OF CHICAGO DIST 7	1438 W 63RD ST FL 1
773R060806	101T1ZFCHCGILWBDC2CHDAILVSH00	CITY OF CHICAGO	1615 W CHICAGO AVE FL 3
312R063448	101T1ZFCHCGILMODC1CHCSIL88H01	CITY OF CHICAGO FLEET MANAGEMENT	1685 N THROOP ST FL 1
773Z991141	101T1CHCGILIDCHCJILFGH01	CITY OF CHICAGO FLEET MANAGEMENT	1685 N THROOP ST FL 1
773Z991141	101T1ZCHCGILIDCHCJILFGH00	CITY OF CHICAGO FLEET MANAGEMENT	1685 N THROOP ST FL 1
773Z991141	102T1CHCGILIDCHCJILFGH00	CITY OF CHICAGO FLEET MANAGEMENT	1685 N THROOP ST FL 1
773Z991141	102T1CHCGILIDCHCJILFGH01	CITY OF CHICAGO FLEET MANAGEMENT	1685 N THROOP ST FL 1
773Z991141	103T1CHCGILIDCHCJILFGH01	CITY OF CHICAGO INSPECTOR	180 N MICHIGAN AVE
312Z895815	104T1ZFCHCGILFRDC3CHCHILGTH36	CHICAGO POLICE DEPARTMENT	2452 W BELMONT AVE
312R061348	101T1ZFCHCGILIDDC0CHCHILHLH03	CHICAGO POLICE DEPARTMENT	2452 W BELMONT AVE
312R061348	102T1ZFCHCGILIDDC0CHCHILHLH03	CITY OF CHICAGO	3120 S HALSTED ST FL 1
312Z896965	101T1ZFCHCGILWBDC2CHDAILUEH00	CITY OF CHICAGO	330 N WABASH AVE FL 5
312Z996669	101T1ZFCHCGILIBH29CHCGILID	CITY OF CHICAGO	330 N WABASH AVE FL 5
312Z996669	102T1ZFCHCGILIBH29CHCGILID	CHICAGO DEPT OF HEALTH	333 S STATE ST RM 320
312Z890430	102T1ZFCHCGILWBDC2CHCHILNLH01	PUBLIC HEALTH FAX	333 S STATE ST RM 3206
312R160666	103T1ZFCHCGILWBDC2CHCHILNLH01	PUBLIC HEALTH FAX	333 S STATE ST RM 3206
312R160666	104T1ZFCHCGILWBDC2CHCHILNLH01	PUBLIC HEALTH FAX	333 S STATE ST RM 3206
312R160666	105T1ZFCHCGILWBDC2CHCHILNLH01	CITY OF CHICAGO	3510 S MICHIGAN AVE FL 1
312R162690	101T1ZFCHCGILCADC0CHCNIL33H00	CITY OF CHICAGO	3510 S MICHIGAN AVE FL 1
312R162690	107T1ZFCHCGILWBDC2CHCNIL33H00	CHICAGO POLICE	3510 S MICHIGAN AVE FL 3
312R163387	101T1ZFCHCGILCADC1CHCNIL33H00	CITY OF CHICAGO POLICE DEPT	3510 S MICHIGAN AVE FL 3
312R162658	101T1ZFCHCGILWBDC2CHCNIL33H00	CITY OF CHICAGO POLICE DEPT	3510 S MICHIGAN AVE FL 3
312R162658	102T1ZFCHCGILWBDC2CHCNIL33H00	CITY OF CHICAGO POLICE DEPT	3510 S MICHIGAN AVE FL 3
312R162658	103T1ZFCHCGILWBDC2CHCNIL33H00	CITY OF CHICAGO POLICE DEPT	3510 S MICHIGAN AVE FL 3
312R162658	104T1ZFCHCGILWBDC2CHCNIL33H00	CITY OF CHICAGO POLICE DEPT	3510 S MICHIGAN AVE FL 3
312R162658	105T1ZFCHCGILWBDC2CHCNIL33H00	CITY OF CHICAGO POLICE DEPT	3510 S MICHIGAN AVE FL 3
312R162658	106T1ZFCHCGILWBDC2CHCNIL33H00	CITY OF CHICAGO	400 W SUPERIOR ST FL 2
773R162347	101T1ZFCHCGILIRDC0CHCHILQPH02	CITY OF CHICAGO	400 W SUPERIOR ST FL 2
773R162347	102T1ZFCHCGILIRDC0CHCHILQPH02	CITY OF CHICAGO	4650 N PULASKI RD FL 1
773R161360	101T1ZFCHCAILYRH00CHCGILIDDC0	CITY OF CHICAGO	50 W WASHINGTON ST
312Z898809	104T1ZFCHCGILIDDC0CHCJILFGH01	CITY OF CHICAGO BIS TELECOM	5801 N PULASKI RD FL 1
312Z893850	102T1ZFCHCGILIDDC0CHCGILUFH00	Off to of other to the the	

DS1 SERVICE LOCATIONS

			OFFINER ADDRESS
ATN	CIRCUIT ID	SERVICE NAME	SERVICE ADDRESS 3300 E CHELTENHAM PL FL 1
312Z891834	.DHZA.000113LB	CITY OF CHICAGO DEPT OF WATER MANAGEMENT	1000 E OHIO ST FL 1
312Z891029	.DHZA.003981LB	CITY OF CHGO	1000 E OHIO ST FL 1
312Z891029	.DHZA.006448LB	CITY OF CHGO	5101 S WENTWORTH AVE
773Z890818	.DHZA.097031LB	CHICAGO CITY OF POLICE	541 N FAIRBANKS CT
312Z894545	.DHZA.175171LB	CHICAGO PARK DISTRICT	121 N LA SALLE ST LBBY 1
3127444000	.DHZA,200091LB	CHICAGO CITY OF ADMINISTRATIVE OFFICES	1000 E OHIO ST FL 1
312Z891029	,DHZA.305265LB	CITY OF CHGO	1000 E OHIO ST FL 1
312Z891029	.DHZA.311500LB	CITY OF CHGO	3510 S MICHIGAN AVE FL 3
312Z891863	.DHZA.314663LB	CHICAGO CITY OF POLICE DEPT	3510 S MICHIGAN AVE
312Z897132	.DHZA.317126LB	CHICAGO POLICE DEPT	1000 E OHIO ST
312Z890167	.DHZA.317546LB	CITY OF CHGO DEPT OF WATER MANAGEMENT	1000 E OHIO ST FL 1
312Z891029	.DHZA.492895LB	CITY OF CHGO	1000 E OHIO ST FL 1
312Z890157	.DHZA.513229LB	CITY OF CHICAGO	5500 S CICERO AVE FL 1
773Z990014	.DHZA.532321LB	CITY OF CHGO MIS	1000 E OHIO ST FL 1
312Z891029	.DHZA.548344LB	CITY OF CHGO	1000 E OHIO ST FL 1
312Z891029	,DHZA.563087LB	CITY OF CHGO	1000 E OHIO ST FL 1
312Z891029	.DHZA.569360LB	CITY OF CHGO	1000 E OHIO ST FL 1
312Z995167	.DHZA.585245LB	CITY OF CHGO	50 W WASHINGTON ST FL 27
312Z951135	.DHZA.640383LB	CITY OF CHGO-BIS	3510 S MICHIGAN AVE FL 1
312Z893877	DHZA.658258LB	CHICAGO POLICE DEPT	121 N LA SALLE ST
312Z891085	.DHZA.660586LB	CITY OF CHICAGO POLICE	160 N LA SALLE FL 1
312Z993600	.DHZA.683590LB	CHICAGO PARK DISTRICT	160 N LA SALLE FL 1
312Z993601	.DHZA.683591LB	CHICAGO PARK DISTRICT	1000 E OHIO ST FL 1
312Z891029	.DHZA.691994LB	CITY OF CHGO	180 N MICHIGAN AVE STE 200
312Z892167	.DHZA.692567LB	CITY OF CHICAGO INSPECTOR	1000 E OHIO ST FL 1
312Z891029	DHZA.748863. LB	CITY OF CHGO	1000 E OHIO ST FL 1
312Z891029	.DHZA.779958LB	CITY OF CHGO	333 S STATE ST
312Z891704	.DHZA.782229LB	CITY OF CHGO DEPT OF WATERMGT	121 N LA SALLE
312R180098	.DHZA.858989LB	CITY OF CHICAGO	121 N LA SALLE
312R180098	.DHZA.858990LB	CITY OF CHICAGO	1000 E OHIO ST FL 1
312Z890157	.DHZA.880460LB	CITY OF CHICAGO	1000 E OHIO ST FL 1
312Z890158	.DHZA.880479LB	CITY OF CHICAGO	1000 E OHIO ST FL 1
312Z890162	.DHZA.880531LB	CITY OF CHGO WATER DEPT	1000 E OHIO ST FL 1
312Z890899	.DHZA.895724LB	CITY OF CHGO	1000 E OHIO ST FL 1
312Z890901	.DHZA.895728LB	CITY OF CHGO	1000 E OHIO ST FL 1
312Z890903	.DHZA.895785LB	CITY OF CHGO	1000 E OHIO ST FL 1
312Z890903	.DHZA.895788LB	CITY OF CHGO	1000 E OHIO ST FL 1
312Z890994	,DHZA.897901LB	CITY OF CHGO	1000 E OHIO ST FL 1
312Z890996		CITY OF CHGO	1000 E OHIO ST FL 1
312Z890997	.DHZA.897907LB	CITY OF CHGO	1000 E OHIO ST FL 1
312Z890998		CITY OF CHGO	1000 E OHIO ST FL 1
312Z891029		CITY OF CHGO	1000 E OHIO ST FL 1
312Z891029	.DHZA.980262LB	CITY OF CHGO	1000 E OHIO ST FL 1
312Z891029	.DHZA.980263LB	CITY OF CHGO	1000 E OHIO ST FL 1
312Z891029	.DHZA.980429LB	CITY OF CHGO	3510 S MICHIGAN AVE FL 3
312Z891872	.DHZA.996861LB	CHICAGO CITY OF POLICE DEPT	30 N LA SALLE FL 1
312Z990980		CITY OF CHGO FLEET	1000 E OHIO FL 1
312Z992056	DRDC.532740LB	CITY OF CHICAGO PUMPING	1000 # 21112 . 2 .

			1000 E OHIO FL 1
312Z992056	.DRDC.532741LB	CITY OF CHICAGO PUMPING	1000 E OHIO FL 1
312Z992056	.DWDC.532736LB	CITY OF CHICAGO PUMPING	1000 E OHIO FL 1
312Z992056	.DWDC.532737LB	CITY OF CHICAGO PUMPING	1000 E OHIO FL 1
312Z992056	.DWDC.532738LB	CITY OF CHICAGO PUMPING	1000 E OHIO FL 1
312Z992056	.DWDC.532739LB	CITY OF CHICAGO PUMPING	1000 E OHIO FL 1
312Z992056	DWDC.576826LB	CITY OF CHICAGO PUMPING	1000 E OHIO FL L38
312Z935202	,DWDC.841769LB	CITY CHICAGO WATER CONTROL	121 N LA SALLE ST LBBY 1
3127444000	2.DHDC.193944LB	CHICAGO CITY OF ADMINISTRATIVE OFFICES	121 N LA SALLE ST LBBY 1
3127444000	2.DHDC.193945LB	CHICAGO CITY OF ADMINISTRATIVE OFFICES	121 N LA SALLE ST LBBY 1
3127444000	2.DHDC.193948LB	CHICAGO CITY OF ADMINISTRATIVE OFFICES	121 N LA SALLE ST LBBY 1
3127444000	2.DHZC.175901LB	CHICAGO CITY OF ADMINISTRATIVE OFFICES	121 N LA SALLE ST LBBY 1
3127444000	2.DHZC.193873LB	CHICAGO CITY OF ADMINISTRATIVE OFFICES	121 N LA SALLE ST LBBY 1
3127444000	2.DHZC.193874LB	CHICAGO CITY OF ADMINISTRATIVE OFFICES	121 N LA SALLE ST LBBY 1
3127444000	2.DHZC.193875LB	CHICAGO CITY OF ADMINISTRATIVE OFFICES	121 N LA SALLE ST LBBY 1
3127444000	2.DHZC.193878LB	CHICAGO CITY OF ADMINISTRATIVE OFFICES	121 N LA SALLE ST LBBY 1
3127444000	2.DHZC.193880LB	CHICAGO CITY OF ADMINISTRATIVE OFFICES	121 N LA SALLE ST LBBY 1
3127444000	2.DHZC.193881LB	CHICAGO CITY OF ADMINISTRATIVE OFFICES	121 N LA SALLE ST LBBY 1
3127444000	2.DHZC.193895LB	CHICAGO CITY OF ADMINISTRATIVE OFFICES	121 N LA SALLE ST LBBY 1
3127444000	2.DHZC.193901LB	CHICAGO CITY OF ADMINISTRATIVE OFFICES	121 N LA SALLE ST LBBY 1
3127444000	2.DHZC.193912LB	CHICAGO CITY OF ADMINISTRATIVE OFFICES	121 N LA SALLE ST LBBY 1
3127444000	2.DHZC.193913LB	CHICAGO CITY OF ADMINISTRATIVE OFFICES	121 N LA SALLE ST LBBY 1
3127444000	2.DHZC.193926LB	CHICAGO CITY OF ADMINISTRATIVE OFFICES	121 N LA SALLE ST LBBY 1
3127444000	2.DHZC.193931LB	CHICAGO CITY OF ADMINISTRATIVE OFFICES	121 N LA SALLE ST LBBY 1
3127444000	2.DHZC.193938LB	CHICAGO CITY OF ADMINISTRATIVE OFFICES	121 N LA SALLE ST LBBY 1
3127444000	2,DHZC.193950LB	CHICAGO CITY OF ADMINISTRATIVE OFFICES	121 N LA SALLE ST LBBY 1
3127444000	2.DHZC.230510LB	CHICAGO CITY OF ADMINISTRATIVE OFFICES	121 N LA SALLE ST LBBY 1
3127444000	2.DHZC.230511LB	CHICAGO CITY OF ADMINISTRATIVE OFFICES	55 W RANDOLPH RM 256
312Z953427	2.DQDC.105788LB	OFFICE OF MUNICIPAL INVESTIGATION	55 W RANDOLPH STE 2700
312Z953462	2.DQDC.136736LB	CITY OF CHGO	1000 E OHIO FL L38
312Z935202	2.DRDC.299029LB	CITY CHICAGO WATER CONTROL	1000 E OHIO FL L38
312Z935202	2.DRDC.545572LB	CITY CHICAGO WATER CONTROL	1000 E OHIO FL L38
312Z935202	2.DRDC.545574LB	CITY CHICAGO WATER CONTROL	1000 E OHIO FL L38
312Z935202	2,DRDC.545575LB	CITY CHICAGO WATER CONTROL	55 W RANDOLPH STE 2700
312Z959219	2.DWDC.255760LB	CITY OF CHICAGO DATA CENTER CITY OF CHICAGO WATER DEPT	1000 E OHIO FL 1
312Z991122	1.DHDC.476953LB	CHA OF CHICAGO MALEY DEL	

ADDENDUM 5

AT&T Equipment Solutions - Voice CPE Support Services Addendum

Addendum No. 5

This Addendum Number 5 ("Addendum"), entered into by AT&T Corp. ("AT&T") and City of Chicago ("Customer") is an attachment to that certain Master Agreement ("Agreement") dated $\frac{1}{1/2016}$ etween the parties thereto. The definitions contained in the Agreement are herein incorporated by reference.

Service Provider: SBC Global Services, Inc. d/b/a AT&T Global Services

1.

This Addendum covers AT&T's sale and Customer's purchase of voice customer premise equipment ("CPE" or "Equipment") installation and/or maintenance Service for such Equipment to be provided by AT&T under the Maintenance Plan identified in an Order (the Maintenance Plan"), and as further described below. An order will include as applicable Bill of Materials, SOW and other applicable documentation. Each Order shall be placed on AT&T's order form (a sample copy of which is attached in Exhibit 1) and shall be effective on the date of the last signature or, when AT&T signs first, upon AT&T's receipt of a fully executed Order.

2. AT&T SERVICE AND SERVICE EXCLUSIONS

- A. During the term of the Maintenance Plan, AT&T will repair 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, Customer provided servers, UPS systems, power conditioners, power supplies (including batteries and chargers), intra-building distribution cabling, consumables and any Software which is at a revision level not supported by the Software licensor. AT&T does not remove or recycle batteries.
- The Maintenance Plan and any and all warranties provided to Customer in this Addendum 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 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 Equipment; damage caused by unauthorized attachments or modification; use with or interconnection of the Equipment to incompatible electrical or mechanical devices; and the installation, maintenance or disassembly, repair or alteration of the 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. (i) Customer 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 upgrades, software patches, second tier help desk support, 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 or technical support for Equipment or Software that has been discontinued by its manufacturer or reached "end of life" status. In the event replacement parts, software, or support are not readily available, AT&T shall advise Customer and Customer shall have the option at AT&T's discretion whether to replace or upgrade the Equipment or Software 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 Equipment from this Addendum and cease providing Service for such 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.
- 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 CONFIDENTIAL INFORMATION

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 (as described in section 6 below) 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 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 Addendum 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 Addendum 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 Addendum, Customer will be responsible for additional charges for such response in accordance with AT&T's then prevailing
- AT&T may suspend performance or terminate applicable Order 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.

SHIPPING AND DELIVERY

- A. All shipping, transportation and delivery charges for the Equipment, including expedites, shall be paid by Customer. AT&T shall use commercially reasonable efforts to deliver the Equipment by the delivery date specified in an Order. 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 an Order 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.

INSTALLATION AND CUTOVER

In the event AT&T connects the 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. AT&T shall use commercially reasonable efforts to complete installation and Cutover of the Equipment by the dates specified in an Order. Cutover shall be deemed accomplished upon connection to the telephone network to place and receive calls. Cutover of Equipment that is not dependent on the telephone network will occur when the Equipment is operational.

5. WARRANTY

- Unless otherwise provided within Bill of Materials, Statement of Work or other attachment, the "Warranty Period" for Equipment shall be twelve (12) months (and in the case of AT&T-provided Software related to the 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 CPE/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 Equipment/Software, free of charge to Customer. AT&T's repair or replacement of CPE/Software shall be Customer's sole remedy for breach of the warranty as stated herein. All warranty Services will be performed during Normal Business Hours (8:00 AM - 5:00 PM local time) unless the Customer has purchased Complete level of Warranty service (as described in section 6 below) at the time of initial purchase. All warranty Services performed outside of Normal Business Hours 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.
- 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 warranty 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 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 to respond to Customer's report of a malfunction by beginning remote diagnosis, as appropriate, within eight (8) business hours and will complete the appropriate repairs as soon as reasonably practical. AT&T will arrange to replace defective telephone sets and cords by shipping replacements to the customer's site, Customer must return the defective equipment within ten (10) days or AT&T shall invoice Customer for the full replacement cost. AT&T reserves the right to inspect all defective equipment and AT&T shall have final determination of the status of such equipment.

6. AT&T MAINTENANCE SERVICE DESCRIPTIONS

- A. AT&T Voice CPE Maintenance Services Complete. 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 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. In the event the problem is a non-Emergency, AT&T shall use reasonable commercial efforts to respond to Customer's report of a malfunction by beginning remote diagnosis, as appropriate, within eight (8) business hours and will complete the appropriate repairs as soon as reasonably practical. AT&T will arrange to replace defective telephone sets and cords by shipping replacements to the customer's site. Customer must return the defective equipment within ten (10) days or AT&T shall invoice Customer for the full replacement cost. AT&T reserves the right to inspect all defective equipment and shall have final determination of the status of such equipment.
- AT&T Voice CPE Maintenance Services Essential. 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 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. In the event the problem is a non-Emergency, AT&T shall use reasonable commercial efforts to respond to Customer's report of a malfunction by beginning remote diagnosis, as appropriate, within eight (8) business hours, and will complete the appropriate repairs as soon as reasonably practical. AT&T will arrange to replace defective telephone sets and cords by shipping replacements to the customer's site. Customer must return the defective equipment within ten (10) days or AT&T shall invoice Customer for the full replacement cost. AT&T reserves the right to inspect all defective equipment and AT&T shall have final determination of the status of such equipment. "Business hours" refers to services performed during Normal Business Hours. Any Services performed outside of the Normal Business Hours shall be performed within mutually agreed to time periods.
- C. AT&T Voice CPE Maintenance Services Dedicated. (i) AT&T will provide technician, Customer Service Representative, Project Manager, or other agreed upon resource(s) as set forth herein or within an associated Statement of Work, on an annual basis to perform installation, maintenance, and/or move, add or change activities. (ii) AT&T shall, at its sole discretion, assign either a qualified AT&T employee or contractor ("Resource") or a combination of both to provide Services to Customer during Normal Business Hours. (iii) Each Resource will be granted time off for lunch and breaks as mandated by any labor agreement, Federal, State, County or City laws that are applicable. Customer must provide adequate office facilities/quarters/storage for Resource to administer daily responsibilities. (iv) Customer may also purchase optional replacement parts coverage associated with Dedicated. (v) 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 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. Any Services performed outside of the Normal Business Hours shall be performed within mutually agreed to time periods.
- AT&T Voice CPE Maintenance Services -- Custom. Custom provided maintenance shall include the Services as agreed to by Parties as described in the document.

7. OPTIONAL AT&T VOICE CPE SUPPORT SERVICE PLAN DESCRIPTIONS

A. Contact Center Software Support Services Option:

If selected on an Order, 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.
 - (a) Contact Center Software Support Services Complete. This service option is available with the AT&T 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.
 - (b) Contact Center Software Support Services Essential. This service option is available with the AT&T Voice CPE Support Services - Essential Maintenance Plan. 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 Severity Level 1 (as described herein), AT&T shall, within two (2) business hours after Customer's notification is logged in at AT&T's DSCC commence error correction activity from a remote location. In the event AT&T does not respond within two (2) business hours, during AT&T's Normal Business Day, 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, during AT&T's Normal Business Day.

(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.
- B. Software Release Subscription Services Option (Applies only to specific Nortel products). Customer elects to purchase Software Release Subscription Services as described below:
 - (i) Software Release does not include maintenance coverage on Customers CPE. Maintenance coverage must be purchased separately.
 - (ii) 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.

- (iii) 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.
- (iv) 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). Section11, of the Master Agreement (Warranties; Disclaimer of other Warranties) applies to any software subscription by Customer under this Section.

8. AGENCY

During the term of an Order placed hereunder, Customer will not permit any other person to maintain, repair or modify the CPE or to connect any other equipment. To the extent necessary for AT&T to perform its Services under an Order, Customer agrees that AT&T will be Customer's Site agent to represent Customer in any dealings with any telephone company or government agency with respect to CPE maintenance provided hereunder. Customer assumes all ongoing responsibility of 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 Addendum or some other express written agreement between Customer and AT&T.

9. CHANGE IN EQUIPMENT

AT&T will have the right and option of conducting periodic equipment reviews for additions and/or deletions which may have occurred and all service pricing shall be adjusted accordingly. In the event Customer elects to terminate portion(s) or reduce the grade of the maintenance Services provided under an Order, Customer shall be liable for fifty percent (50%) of the fees for the terminated or reduced portion of the maintenance for the remainder of the term of applicable Order plus any non-recoverable costs including, but not limited to, those amounts paid or due and payable to third parties as incurred by AT&T directly in connection with the provisioning of such Equipment and Services for Customer.

10. RENEWAL

Unless terminated by either Party upon at least thirty (30) days written notice prior to expiration of the then existing Maintenance Term specified in an Order, and to avoid Service interruption, the then current Term of any services included in an Order shall automatically extend for consecutive one (1) year Term(s) at AT&T's then current pricing for such Services. Upon extension of any Maintenance or Service Plan, the services provided by AT&T shall remain unchanged (except with respect to pricing) unless both Parties agree in writing to any changes at the time of extension. AT&T may only increase the price of the Maintenance or Service Plans provided in an Order at: (i) the expiration of the initial term; (ii) commencement of any subsequent extension term; or (iii) the time Equipment is changed, upgraded or added to this Addendum. AT&T will provide Customer with a 30 day notice of such increases.

11. AT&T CAPITAL SERVICES ("AT&T-CS") FINANCING OPTION

[Individual's initials on behalf of Customer]					A.T.	are :	
Customer elects to finance the Total Purchase Price through	AT&T-CS.	Custom	er her	eby requests	that Ale	5. I 1	UAOICE
AT&T-CS and arrange for payment as described below:				0			

AT&T will invoice Customer in care of AT&T-CS for 100% of the Total Purchase Price upon Cutover (as defined in the Agreement) and the invoice shall be paid promptly after its delivery to AT&T-CS, provided that all required lease documentation has been properly executed and received by AT&T-CS. If all lease documentation is not executed and received by AT&T-CS Customer agrees and will pay the Total Purchase Price to AT&T upon receipt of an invoice.

EXHIBIT 1

			EVUIDITI		
•			Ma	ster Agreement No	•
Customer Name: Customer Billing Address: Customer Billing Number:	(Custome (Billing A (City, Sta (Billing N	ddress) ate, Zip)			
Location of Equipment (De	liv <i>ory/</i> insf	allation Site Add	ress):		
Focation of Editibuteur (De		Address)	•		
	(City, Sta	te, Zip)	_		
Date of Submission:	Lessor:	Enter 'n/a	a' if not leasing; 'A'	T&T Capital Services	s' if leasing
	Installatio	n/Cutover Date:			
Purchase Order Number:	(Purchase	Order Number)			
PURCHASE PRICE 1. Total Price of Equipm 2. Total Charge for Inst 3. Total Purchase Price * Taxes & Shipping wi PAYMENT TERMS¹ (select	allation/Cu	separately on the	invoice.		
	otion 1	☐ Option 2	Option 3	Option 4	\$ Due
<u></u>	<u> </u>				
Initi	al here	Initial here	Initial here	Initial here	
Down Payment:	50%	25%	25%	()	
Delivery:		1	50% 25%	()	
Cutover:	50%	75%	25%	()	
purchasing over \$16,000 a Purchase Price is over \$1 Option 4 is for non-standa are subject to Credit Appro	and nave b 50,000 and ird billing a oval.	I the scheduled on the payment term	cutover date is more requests and is so	ore than 60 days a ubject to the approve	sses or other businesses that 60. Option 3 is only allowed if fter execution of this Addend al of credit verification. All opt
SELECTION OF MAINTE	NANCE A	ND SERVICE PLA	ANS: (For Warran	ty see Section 5)	
AT&T Maintenance Serv	ices				
☐Complete ☐Essentia					
☐ ACCEPT - Customer i	nitials:	DEC	LINE - Customer i	nitials:	
Initial Term: () Years	From:	To:	_ Annual Price	e:	Danielle Dinoncina
Payment Term: (default	is annual)	□ Prepay □A	nnual ∏Semi-Ar	mual LIQuarterly	Monthly Lithanding

	•	Seffware Poleage Subscription are
Contact Cent Purchased S	<u>er Software Support Services (CPE Maintenanc</u> eparately)	e Services and Software Release Subscription are
☐ Complete	Essential	
ACCEPT -	Customer Initials: DECLINE - Cu	ustomer Initials:
Initial Term:	(Years	Annual Price:
Payment Ter	rms (default is annual): nent 🏻 Annual 🔲 Semi-Annual 🔲 Quar	terly Monthly Financing
Software Re	elease Subscription Service (CPE Maintenance	Services and Call Center Software Support Services are
Purchased S	Separately)	
☐ ACCEPT	- Customer Initials: DECLINE - C	Sustomer Initials:
Initial Term:	() Years From: To:	Annual Price:
Payment Te	erms (default is annual):	Total Price: (See Equipment List for details)
☐ Prepayr	ment 🗌 Annual	
SO AGREE	may be withdrawn by AT&T if not signed and omission referred to above. D by the Parties' respective authorized signatories: THE CUSTOMER'S FULL BUSINESS NAME	returned by the Customer within sixty (60) days from the AT&T GLOBAL SERVICES
HERE		
Ву:		Ву:
Name:	[Enter Signer's name if certain, or Clear Field if not]	Name:
Title:	[Enter Signer's title if certain, or Clear Field if not]	Title:
Date:		Date:
NOTE : The	is Addendum must always be associated with a Ma t.	aster Agreement and may not be executed as a standalone
 Bill of N Invoicing Implement Certific 	ents of Work e.g. SOW, SCOW, PIG Materials for Equipment and Services and Schedule and Payment Terms and Payment Terms and Acceptance	

ADDENDUM 6

AT&T DataComm Equipment and Services Addendum to Master Agreement

Addendum No. 6

This Addendum Number 6 ("Addendum"), entered into by AT&T Corp. ("AT&T") and City of Chicago ("Customer") is an attachment to that certain Master Agreement ("Agreement") dated $\frac{1}{1}$ dated $\frac{1}{2010}$ between the parties thereto. The definitions contained in the Agreement are herein incorporated by reference.

Service Provider: AT&T DataComm

During the Term of the Master Agreement, Customer may purchase data Equipment and related Services under this Addendum in accordance with the provisions in this Addendum and in the Master Agreement.

AT&T grants to Customer the right to permit Customer Affiliates to purchase Equipment and access and use the Equipment and Services, provided that Customer shall remain solely responsible for such purchase, access and use and for the Customer Affiliates' performance.

1. Scope

This Addendum covers AT&T's sale and Customer's purchase of Equipment and Services described in(, Orders issued under this Addendum. Each Order shall be placed on AT&T's order form (a sample copy of which is attached in Exhibit 1) and shall be effective on the date of the last signature or, when AT&T signs first, upon AT&T's receipt of a fully executed order. Prior to placing an Order, Customer may request and AT&T shall provide a quote for Equipment and any applicable Services

2. Installation; Invoicing

At the Site, AT&T will, when so requested by Customer, install Equipment in accordance with the Statement of Work agreed to by the Parties, and referenced in an Order. AT&T will maintain all AT&T work areas at the Site in a neat and orderly condition.

In addition to the payment provisions contained in the Agreement, and unless the deferred cash option is selected, involces for all Equipment will be issued the date the Equipment is delivered to the carrier; involces for Services will be issued monthly for all Services performed in the preceding month; invoices for maintenance Service contracts will be issued as of the date of such contract and for the entire amount of such contract.

Warranties

(a) Equipment. The Equipment will be provided to Customer on an "As Is" basis. (i) AT&T DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED (INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE). (ii) AT&T WILL NOT HAVE ANY OBLIGATION OR BE LIABLE FOR ANY ERROR, OMISSION, DEFECT, DEFICIENCY, OR NONCOMFORMITY IN ANY EQUIPMENT. AT&T DOES NOT WARRANTY THAT THE OPERATION OF EQUIPMENT WILL BE UNINTERRUPTED OR ERROR FREE. AT&T HAS NO WARRANTY OBLIGATION FOR EQUIPMENT THAT CUSTOMER ACQUIRES THROUGH AT&T AND EQUIPMENT THAT IS NOT MANUFACTURED BY AT&T AND THAT DOES NOT BEAR AN AT&T LOGO OR COPYRIGHT NOTICE. Customer, not AT&T, is responsible for selecting Equipment to achieve its intended results and for promptly verifying that the Equipment performs as specified by the manufacturer or licensor. (b) Manufacturer's Warranty: Notwithstanding the disclaimer set forth in the subsection (a) of this section, AT&T shall pass through to Customer any hardware warranties available from Equipment manufacturers and subsection (a) does not negate any software warranty that Customer may obtain directly from the licensor under the particular licensor's standard software license.

LIMITATIONS OF LIABILITY.

AT&T SHALL NOT BE LIABLE TO CUSTOMER, TO THE CUSTOMERS OF CUSTOMER, OR ANY OTHER PARTY FOR THE LOSS, DAMAGE, OR INJURY WHICH RESULTS FROM THE USE OR APPLICATION BY CUSTOMER, CUSTOMER'S CUSTOMERS, OR ANY OTHER PARTY OF EQUIPMENT DELIVERED TO CUSTOMER, UNLESS THE LOSS OR DAMAGE RESULTS DIRECTLY FROM THE INTENTIONALLY TORTIOUS OR FRAUDULENT ACTS OR OMISSIONS OF AT&T. IN NO EVENT SHALL AT&T BE LIABLE TO CUSTOMER OR ANY OTHER PARTY FOR LOSS, DAMAGE, OR INJURY OF ANY KIND OR NATURE ARISING OUT OF OR IN CONNECTION WITH THESE TERMS AND CONDITIONS, OR ANY AGREEMENT INTO WHICH THEY ARE INCORPORATED, OR ANY PERFORMANCE OR NONPERFORMANCE UNDER THESE TERMS AND CONDITIONS BY AT&T, ITS EMPLOYEES, AFFILIATES, AGENTS OR SUBCONTRACTORS, IN EXCESS OF THE NET PURCHASE PRICE OF THE EQUIPMENT ACTUALLY DELIVERED TO AND PAID FOR BY CUSTOMER UNDER THE ORDER THAT GAVE RISE TO THE LIABILITY. NOTWITHSTANDING THE FOREGOING, IN THE EVENT SUCH LOSS IS DUE TO AT&T AND NOT DUE TO THE MANUFACTURER, THEN THE LIMITATION OF LIABILITY AS DESCRIBED IN SECTION 12.6 OF THE AGREEMENT SHALL APPLY.

NOTHING IN THIS SECTION LIMITS CUSTOMER'S RESPONSIBILITY FOR THE PAYMENT OF CHARGES DUE AS PROVIDED IN THIS ATTACHMENT.

5. Storage of Equipment

AT&T and/or its designated subcontractors may store a reasonable amount of equipment, materials, tools and other items necessary for the performance of an Order on the Site or in such other secure location(s) as Customer may designate, at no charge. Customer will take reasonable precautions to protect and maintain the integrity of any such items and will accept delivery of any such items delivered to Customer facilities when AT&T personnel are not available to accept delivery and place or direct the placement of such items on the Site or other secure location(s). In the event . Customer accepts delivery of any items under this Agreement, Customer will promptly notify AT&T of the delivery and location of the items delivered.

6. Changes; Termination

Customer will be charged for any additions, deletions or changes ("Change" or "Change Order") in the Equipment/Services. If Customer desires a Change, Customer will notify AT&T by written request, and AT&T will provide Customer a revised Bill of Materials and/or Statement of Work reflecting the equipment, service and price changes, shipping dates, Cutover dates and other terms. Any increase or decrease in the price occasioned by a Change will be invoiced separately or added to/subtracted from the amount of Customer final invoice.

. Either Party may terminate an Order or Change Order by giving the other Party written notice prior to Cutover. In the event the Customer terminates an Order or Change Order prior to Cutover, the Customer shall be liable for all expenses incurred by AT&T under that Order or Change. Upon termination, Customer agrees to pay AT&T all amounts due for Equipment and Services provided by AT&T up to and including the effective date of termination, plus any nonrecoverable restocking fees or other costs incurred by AT&T. Such payment will constitute a full and complete discharge of Customer payment obligations. Termination will also constitute a full and complete discharge of AT&T's obligations. Any Order in progress or requested prior to the termination or expiration of the Master Agreement will be completed, and Customer agrees to pay AT&T for the Services performed and/or any Equipment delivered or installed under the Order. Customer may not cancel an Order for Equipment after Cutover.

PATENTS OR TRADEMARKS OR THE VIOLATION OF CONTRARY, AT&T'S LIABILITY UNDER THIS SECTION SHALL NOT STATE THE PURCHASE BRICE OF THE INTERNATION OF Patent and Trademark Indemnity EXCEED THE PURCHASE PRICE OF THE INFRINGING EQUIPMENT.

8. AT&T Capital Services, Inc. (AT&T-CS) Financing Option

Customer elects to finance the Total Purchase Price (as referenced above) through AT&T-[Customer Initials:] CS. Customer hereby requests that AT&T invoice AT&T-CS and arrange for payment as described below:

AT&T will invoice Customer in care of AT&T-CS for 100% of Total Purchase Price on the Cutover date for the Equipment and the invoice shall be promptly paid after its delivery to AT&T-CS, provided that all required lease documentation has been properly executed and received by AT&T-CS, including the signed certificate of acceptance. If all lease documentation is not executed and received by AT&T-CS as required in the previous sentence, Customer agrees to and will pay the Total Purchase Price upon receipt of an invoice.

9. CISCO SOFTWARE LICENSE; WARRANTY; RMA PROCEDURES.

(a) Software License. For Equipment manufactured by Cisco, the software is provided subject to the software license found at: http://www.att.com/cpe/docs/software_license.doc. This license is a separate agreement between Customer and Cisco. Customer's assent to the terms and conditions of this Addendum binds Customer to the terms and conditions of this Cisco license, as if the terms and conditions of the license were fully set forth in this Attachment. Customer agrees that it shall comply with the terms and conditions of this license and associated documentation. (b) Warranty. The applicable warranty passed through hereunder with respect to such Equipment manufactured by Cisco is included in the Equipment package. A sample of the Cisco limited warranty can be reviewed at: http://www.cisco.com/en/US/products/prod_warranties_listing.html . (c) RMA Procedures. The terms and conditions applicable to the Cisco RMA process can be reviewed at: http://www.att.com/cpe/docs/return material authorization.doc.

10. CISCO SMARTNET SERVICES.

Cisco SMARTnet services provided in connection with Equipment are provided directly to Customer by Cisco pursuant Cisco SMARInet services provided in connection with Equipment are provided directly to Customer by Cisco pursuant to the terms of Cisco End User Support Agreement ("EUSA") which can be accessed by Customer at http://www.cisco.com/legal/cbr.html. The EUSA is a separate agreement between Cisco and the Customer. By Customer assenting to the terms and conditions of this Addendum, Customer is also bound to the terms and conditions of EUSA, as if the terms and conditions of the EUSA agreement were fully set forth in this Attachment. Customer of EUSA, as if the terms and conditions of the EUSA agreement were fully set forth in this Attachment. or EOSA, as if the terms and conditions of the EOSA agreement were runy set lotal in this Adactment. Customer agrees that it shall comply with the terms and conditions of the EUSA. AT&T will invoice Customer for the charges associated with such SMARTnet services. Cisco shall be solely responsible for the provision of the SMARTnet services and Customer releases AT&T from any loss, damages or other claims relating to the SMARTnet services.

FXHIBIT 1

	!	EXHIBIT 1
		Master Agreement No.
Customer N	ame: (Customer Name)	
	illing Address: (Billing Address)	
Customer D	(City, State, Zip)	
Customer B	illing Number: (Billing Number)	
Location of	Equipment (Delivery/Installation Site Ad	dress):
Location of	(Shipping Address)	
	(City, State, Zip)	
Date of Sub		Services or None if no financing
Delivery Da		Effective Date:
	rder Number: (Purchase Order Number)	
PURCHASE		
	Price of Equipment	
	Charge for Installation/Cutover	
	Purchase Price	
	s & Shipping will be listed separately on	
	OF MAINTENANCE PLAN	
		To:
initial Term	: (Eliter term) your(o)	
Total Price		
Mainter 🔲	ance Declined – Customer Initials:	
2. Bill of M 3. Invoicin 4. Implement 5. Certifica 6. Other: J	ants of Work e.g. SOW, SCOW, PIG aterials for Equipment and Services g Schedule and Payment Terms entation Timeline ate of Acceptance	we have from the date of
This Order submission	may be withdrawn by AT&T if not signed an referred to above.	and returned by the Customer within ninety (90) days from the date of
ENTER THE	IE CUSTOMER'S FULL LEGAL BUSINES RE	S AT&T
Ву:		Ву:
Name:	[Individual's Name]	Name:
Title:	[Individual's Title]	Title:
Date:		Date:
	-	

ADDENDUM 7

Pricing Schedule for AT&T Frame Relay Long Distance Data Services



Pricing Schedule For AT&T Advanced Solutions Interstate/Intrastate Data Services

laster Agreement	date last signed	1/1/2010

CUSTOMER ("Customer")	AT&T ("AT&T")
City of Chicago	For purposes of this Pricing Schedule/Service Agreement,
CUSTOMER Address	AT&T means the Service Provider specifically identified herein AT&T Address
	The Action of th
Street Address: 50 West Washington	☐ 2600 Camino Ramon, San Ramon, CA 94583
City: Chicago State: IL Zip Code: 60602	🛚 225 W. Randolph St., Chicago, IL 60606
Billing Address (if different)	One AT&T Plaza, Dallas, TX 75202
Street Address:	310 Orange Street, New Haven, CT 06510
City: State: Zip Code:	☐ 2180 Lake Blvd., 7 th Floor, Atlanta, GA 30319
<u></u>	☐ One AT&T Way, Bedminster, NJ 07921
CUSTOMER Contact (for Contract Notices)	AT&T Sales Contact Information and
	for Contract Notices 🗵 Primary Sales Contact
Name: Bob Kolman	Name: Rob Burt
Title: Deputy CIO	Street Address: 225 West Randolph, 23C
Telephone:	City: Chicago State: IL Zip Code: 60606 Fax: 312-364-3166 Email: rb1735@att.com
Fax: 312-744-9004	1 ax. 512-304-3100 Email. 101733@att.com
Email:	With a copy to:
·	AT&T Corp.
	One AT&T Way, Bedminster, NJ 07921-0752
	ATTN: Master Agreement Support Team Email: mast@att.com
AT&T Authorized Agent or Representative Information (i	
Name: Company Name:	
· ·	Code:
Telephone: Fax: Email: Agent Code	

This Pricing Schedule ("Pricing Schedule") is effective as of the date of the last signature in the Master Agreement ("Effective Date") and is an attachment to the Master Agreement between AT&T and Customer, and is part of such Agreement. The Parties acknowledge and agree that this Pricing Schedule represents individual case pricing that is offered to Customer because of the unique size or configuration of the AT&T business services purchased by Customer, and, where required, that this Pricing Schedule will be filed with the state public utilities commission with competent jurisdiction over the service offering provided hereunder. Service is provided by the AT&T Affiliate identified below as the Service Provider. References to "Pricing Schedule" refer to this Pricing Schedule and any attachments attached hereto, and referencing this document.

This Pricing Schedule will supersede and replace Customer's current Frame Relay Agreement, CNUM 20070103-0401 last signed January 2007 upon Effective Date defined in Section 2 "Term."

Service Provider: SBC Advanced Solutions, Inc. d/b/a AT&T Advanced Solutions ("AT&T")

ICB Pricing Schedule



Pricing Schedule For AT&T Advanced Solutions Interstate/Intrastate Data Services

- General Description Of Services. The Services described in this Pricing Schedule are provided solely by the AT&T entity identified on page 1. Services are provided pursuant to the terms and conditions in this pricing schedule and the applicable Tariff(s) and Service Guide.(Service Guide and Tariffs, as modified from time to time, are incorporated into this Pricing Schedule by reference. The Tariff and Service Guide can be obtained at www.att.com/servicepublications or from an AT&T salesperson. Unless defined herein, capitalized terms shall have the meanings defined in the Guidebooks. This Pricing Schedule shall at all times be subject to such modifications as a PSC/PUC and/or the FCC may, from time to time, require under their respective jurisdictions. To the extent there are any inconsistencies between this Pricing Schedule and the applicable Service Guide or Tariff, this Pricing Schedule shall take precedence.
- Term. This Pricing Schedule will become effective when Master Agreement is executed by both parties (the "Effective Date") and will remain in full force and effect until the last Service purchased hereunder expires (the "Expiration Date"). Each Service ordered hereunder shall carry a sixty (60) month term commencing on the date service is first established under the rates of this Pricing This Pricing Schedule and the Services ordered hereunder shall not automatically renew upon Schedule ("Term Start Date"). expiration. Customer may extend the Term for one additional period of twenty-four (24) months in accordance with the provision in the Master Agreement. If Customer does not exercise its option to extend the Term of the Master Agreement (including this Pricing Schedule) in accordance with provisions in Master Agreement or provide 30 days advanced notice of cancellation by the Expiration Date or prior to the expiration of the Services, as applicable, the Services will continue on a month-to-month basis and the pricing for the Services will revert to the standard rates as listed in the Guidebooks on the date of expiration, subject to future rate changes.

PremierSERVSM Frame Relay Service & ATM Service.

- <u>Description of Service</u>. The Service to be provided by AT&T are (1) PremierSERVSM Frame Relay Service ("FRS" or 'Service") a transport service that facilitates the exchange of customer data in variable length information units, frames or packets between end-user connections by way of assigned virtual connections; and/or (2) PermierSERVSM Asynchronous Transfer Mode ("ATM" or "Service"), a broadband communication technology using cells capable of carrying a wide range of services.
- Locations for Service provided under this Pricing Schedule are listed in Schedule 1, attached hereto and incorporated herein 3.2. by reference.
- PremierSERVSM Frame Relay & ATM Network Elements. 3.3.

PremierSERVSM FRS & ATM Access for UNI Port.

Zone	Speed	Quantity	Monthly Recurring Charge ("MRC")	Non Recurring Charge ("NRC")	Total Monthly Recurring Charge ("MRC")	Total Non Recurring Charge ("NRC")
Α	56	69	\$ 64.61	\$0.00	\$ 4,458.09	\$0.00
В	56	0	\$61.20	\$0.00	\$ 0.00	\$0.00
A	256	18	\$ 145.00	\$0.00	\$ 2,610.00	\$0.00
A	384	1	<u>\$</u> 145.00	\$0.00	\$ 145.00	\$0.00
A	512	1	\$ 145.00	\$0.00	\$ 145.00	\$0.00
A	768	1	\$ 145.00	\$0.00	\$ 145.00	\$0.00
Α	1536	166	\$ 145.00	\$0.00	\$24,070.00	\$0.00
A	40000	\ 4	\$1,500.00	\$0.00	\$ 6,000.00	\$0.00

Total Monthly Recurring Charges Sum of Charges	\$37,573.09	0.00
1 Total Monthly reculting onlyes built of offerges	401,010.08	ן טט.ט ן
Total Nam Bassering Charges Com of Charges		
Total Non-Recurring Charges Sum of Charges	1.	· I



3.3.2. PremierSERVSM FRS UNI Port – US Mainland.

Bandwidth (Kbps)	Quantity	MRC	NRC	Total MRC	Total NRC
56	69	\$ 57.33	\$0.00	\$ 3,955.77	\$0.00
256	18	\$ 186.17	\$0.00	\$ 3,351.06	\$0.00
384	1	\$ 218.98	\$0.00	\$ 218.98	\$0.00
512	1	\$ 229.43	\$0.00	\$ 229.43	\$0.00
768	1	\$ 244.13	\$0.00	\$ 244.13	\$0.00
1,536	166	\$ 275.00	\$0.00	\$45,650.00	\$0:00
3,046	2	\$ 416.00	\$0.00	\$ 832.00	\$0.00
40,000	4	\$2,000.00	\$0.00	\$ 8,000.00	\$0.00

Grand Total Monthly Recurring Charges Sum of Total Charges	\$62,481.37	\$0,00
Grand Total Non-Recurring Charges Sum of Total Charges		,

3.3.3. PremierSERVSM FRS PVCs.

3.3.3.1. PVCs- Standard Local IntraLATA

Bandwidth (Kbps)	Quantity	MRC	NRC	Total MRC	Total NRC
32	69	\$ 5.00	\$0.00	\$ 345.00	\$0.00
128	18	\$ 9.00	\$0.00	\$ 162.00	\$0.00
256	166	\$11.00	\$0.00	\$1,826.00	\$0.00
384	1	\$14.00	\$0.00	\$ 14.00	\$0.00

I Grand Tatal Manthly Decurring Charges Com of Tatal Charges	60 047 00	00.00
Grand Total Monthly Recurring Charges Sum of Total Charges	\$2,347.00	\$0.00
	7-,- 11	, , , , , , , , , , , , , , , , , , ,
Grand Total Non-Recurring Charges Sum of Total Charges		
Citatia Total Not-recalling Offarges Suff of Total Offarges		

3.4. PremierSERVSM FRS & ATM Growth Options.

- 3.4.1. Customer and City agencies may purchase additional UNI Ports and PVC's at the rates listed in Section 3.2 throughout the term of this Pricing Schedule.
- 3.4.2. Customer may upgrade existing Ports and PVC's to a higher bandwidth at the rates listed in Section 3.2. No termination charges for disconnecting the lower bandwidth Ports and PVC's will apply.
- 3.4.3. Customer may purchase additional Access for UNI Ports from Section 3.2.1.
- 3.4.4. For any bandwidth or portion of the term not covered in Section 3.2.1, Customer may purchase Access for UNI Ports on a Individual Case Basis ("ICB"). If both parties agree to the rates for the additional Access for UNI Port then an Amendment to this Pricing Schedule will be executed.
- 3.4.5. Unless otherwise stated herein, any location installed under this Pricing Schedule must remain in service until the end of the term of this Pricing Schedule or Termination Charges will apply.
- 3.4.6. Notwithstanding anything herein to the contrary, Customer may move and/or rearrange up to twenty-four (24) circuits per year. Fifty percent (50%) of the disconnects must be reconnected within two (2) months at the same location or a new Zone A location in LATA 358. This provisions is limited to DS0, DS1 and MLFR bandwidth circuits.

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AT&T and Customer Confidential Information



Pricing Schedule For AT&T Advanced Solutions Interstate/Intrastate Data Services

Master Agreement date last signed _____1/1/2010

3.5. The PremierSERVSM Frame Relay Service Level Agreement ("SLA") is described in Schedule 2, attached hereto and incorporated herein.

4. Limitations and Qualifications.

- 4.1. The rates in Section 3.2 shall be fixed for the term of this Pricing Schedule.
- 4.2. Customer hereby certifies that more than 10% of Customer's data traffic is interstate or international.
- 4.3. AT&T will act on behalf of Customer to provision any requested Local Access circuits between the Customer location and the serving wire center and AT&T will bill Customer for this Local Access Service. Local Access Service is subject to the availability of the necessary systems, facilities, equipment, and where AT&T provides Service.
- 4.4. Rates are subject to availability of facilities.
- 4.5. Rates are in lieu of any other discounts specified in any other applicable Guidebooks, tariffs, and/or rate schedules.
- 4.6. If Customer requests Service which requires special construction in order to become available, and AT&T agrees to provide such requested Service, AT&T shall pass through any such special construction charges to Customer following Customer's prior written acceptance to incur such special construction charges.
- 4.7. Services provided hereunder shall not be resold or provided to third parties.
- 5. <u>Billing Monthly Recurring and Non-Recurring Charges</u>. Monthly Recurring Charges are a recurring charge billed each month in advance. Non Recurring Charges are a one-time charge billed when the Service is installed or moved.
 - 5.1. Customer understands the quantities listed with monthly recurring charges in this Pricing Schedule shall be billed throughout the term of this Pricing Schedule. In the event Customer is unable to install all of the Services herein, due to installation delays caused solely by AT&T, the Customer will not be charged the monthly recurring charges for the delayed Service until the Service is installed.
 - 5.2. Unless otherwise stated herein, all Services installed under this Pricing Schedule must remain in service until the end of the term of this Pricing Schedule or termination charges will apply. Unless specified elsewhere in this Pricing Schedule, any additional Services installed during the term of this Pricing Schedule will be coterminous with this Pricing Schedule.
- 6. <u>Termination Charges</u>. Customer may terminate this Pricing Schedule or disconnect, in whole or in part, Service at any time and without cause upon written notice to AT&T. If this occurs during the term, AT&T will compute the termination charges according to the following formula and render a bill to Customer, which Customer agrees to pay within 30 days:

PremierSERVSM Frame Relay / ATM Service:

- 100% of any waived Non Recurring Charges, Credits, Sign-On Bonus, and Rebates.
- 50% of monthly recurring charges, times the number of months remaining in the Premier SERVSM Frame Relay and/or ATM Service term.
- 100% of monthly recurring charges, times the number of months remaining in the International Frame Relay and/or ATM Service term.

(If Customer replaces UNI Ports, or PVCs with like Services of higher bandwidth from AT&T, the termination charges for disconnecting the lower bandwidth Services do not apply.)

For all of the Services above, Customer will be responsible for any termination charges assessed by the Local Access Provider, if Customer cancels, in whole or in part, any Local Access Service procured by AT&T on its behalf.

7. Technology Upgrade

Termination Liability Charges shall not apply if, after twelve (12) months from the Effective Date of this Addendum, Customer disconnect its existing Frame Relay Service during the Term and within five (5) business days signs a contract with an affiliate of AT&T Long Distance for a "like" or new service. The new contract must (i) cover all of the locations the Customer disconnects, (ii) with aggregate bandwidth for all locations under the new contract equal or greater to the aggregate bandwidth of all Services disconnected, and (iii) with a term equal or greater than is remaining on the disconnected Service with AT&T.

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AT&T and Customer Confidential Information



Pricing Schedule For AT&T Advanced Solutions Interstate/Intrastate Data Services

SCHEDULE 1 LOCATIONS

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11.HFFM.000023SUV DEPAUL CENTER 11.HFFM.000049SUV DALEY CENTER 11.HFFM.000056SUV CITY HALL 11.HFFM.0000316SUV DALEY CENTER	DEPAUL CENTER DALEY CENTER CITY HALL DALEY CENTER	708M452051 1 708M452051 1 708M452051 1 708M452051 1	I DS3 Port, 1 DS3 Access I DS3 Port, 1 DS3 Access 1 DS3 Port, 1 DS3 Access 1 DS3 Port, 1 DS3 Access	333 S STATE ST 50 W WASHINGTON ST 121 N LA SALLE ST 50 W WASHINGTON ST	3500.00 3500.00 3500.00 3500.00
11.HCFM.001587SUV 11.HCFM.002347SUV 11.HCFM.001722SUV	5TH DISTRICT STATION 708M452051 911 CENTER ADMIN HEARING AND PAYMENT CEP 708M452051 ADMIN HEARING/PAYMENT CENTER 708M452051 ADMIN HEARING/PAYMENT CENTER 708M452051			727 E 111TH ST 1411 W MADISON ST 2006 E 95TH ST 2550 W ADDISON ST 3894 E FOREMAN DR 3527 E 167EMAN DR	431.00 431.00 431.00 431.00 431.00
11.HCFM.001855SUV 11.HCFM.010601SUV 11.HCFM.010635SUV 11.HCFM.010515SUV 11.HCFM.010638SUV	ALD WARD 10 ALD WARD 11 ALD WARD 12 ALD WARD 13 ALD WARD 13		Port, (1) DS1 Access, (1)	352Z = 1001 n 3 1 3659 S HATSTED ST 2458 W 38TH ST 6500 S PULASKI RD 2550 W 51ST ST	431.00 431.00 431.00 431.00 431.00
11.HCFM.010631SUV 11.HCFM.010602SUV 11.HCFM.010632SUV 11.HCFM.010616SUV	ALD_WARD 14 ALD_WARD 15 ALD_WARD 17 ALD_WARD 18 ALD_WARD 18		(1) DS1 Port, (1) DS1 Access, (1) 256K PVC (1) DS1 Port, (1) DS1 Access, (1) 256K PVC	3045 W 63KU S I 7811 S RACINE AVE 8146 S KEDZIE AVE 8146 S KEDZIE AVE 6357 S COTTAGE GROVE AVE	431.00 431.00 431.00 431.00
11.HCFM.01091e004 11.HCFM.01069680V 11.HCFM.01062480V 11.HCFM.010625SUV 11.HCFM.010625SUV	ALD WARD 20 ALD WARD 21 ALD WARD 22 ALD WARD 23 ALD WARD 23	708M452052 708M452052 708M452052 708M452052 708M452052 708M452052		9612 S HALSTED ST 2500 S SAINT LOUIS AVE 2500 S SAINT LOUIS AVE 6247 S ARCHER AV 2439 S OAKLEY AVE 2439 S OAKLEY AVE	431.00 431.00 431.00 431.00 431.00 431.00
11.HCFM.010997SUV 11.HCFM.010597SUV 11.HCFM.010626SUV 11.HCFM.010624SUV 11.HCFM.010634SUV 11.HCFM.010634SUV	ALD_WARD 25 ALD_WARD 26 ALD_WARD 26 ALD_WARD 27 ALD_WARD 28	708M452052 708M452052 708M452052 708M452052 708M452052 708M452052	232222	3236 W DIVISION ST 3236 W DIVISION ST 463 W CHICAGO AVE 259 N PULASKI RD 5253 W MADISON ST 5044 S STATE ST	431.00 431.00 431.00 431.00 431.00 431.00 431.00
11.HCFM.010615SUV 11.HCFM.010599SUV 11.HCFM.010599SUV 11.HCFM.010599SUV 11.HCFM.010693SUV 11.HCFM.010604SUV 11.HCFM.010604SUV	ALD_WARD 3 ALD_WARD 30 ALD_WARD 31 ALD_WARD 31 ALD_WARD 33 ALD_WARD 33 ALD_WARD 34	708M452052 708M452052 708M452052 708M452052 708M452052 708M452052 708M452052	(1) DSI Port, (1) DSI Access, (1) 256K PVC (1) DSI Port, (1) DSI Access, (1) 256K PVC	3348 N MILWAUKEE AVE 3348 N MILWAUKEE AVE 4502 N FULLERTON AVE 2667 N CLYBOURN AVE 3649 N KEDZIE AVE 507 W 111TH ST 507 W 11TH ST	431.00 431.00 431.00 431.00 431.00 431.00

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Port, (1) DS1 Access, (1)	Port, (1) DS1 Access, (1)	(1) DS1 Port, (1) DS1 Access, (1) 256K PVC	- :		(1) US1 Access, (1)	_ _ ;	(1) DS1 Access, (1)	(1) DS1 Access, (1)	Ξ	(1) DS1 Port. (1) DS1 Access, (1) 256K PVC	(1) DS1 Access, (1)	(1) DS1 Port (1) DS1 Access (1) 256K PVC	(1) DS1 Port (1) DS1 Access. (1) 256K PVC	(4) DS4 Dot (4) DS4 Access (1) 256K PVC	(1) DOI Access (1)	(1) DOI AMESS, (1)	`.					Ê		£		9	DS1 Access. (1.)			791, (1) 001 Access, (1)	2	(1) DS1 POR, (1) DS1 Access, (1) Zector (2)	3	3	Port, (1) Dot Access, (1)	FOR, (1) USI Access, (1)	ort, (1) DS1 Access, (1)	Port, (1) DS1 Access, (1)	Port, (1) DS1 Access, (1)	(1) DS1 Port, (1) DS1 Access, (1) 256K PVC	Port, (1) DS1 Access, (1)	Port, (1) DS1 Access, (1)	(1) DS1 Port, (1) DS1 Access, (1) 256K PVC	
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ALD WARD 35	ALD WARD 35	ALD WARD 36	ALD WARD 37	ALD WARD 37	ALD WARD 38	ALD WARD 38	ALD WARD 39	AID WARD 4	ALD WARD 40		ALD WAND 40	ALD WARD 41	ALD WARD 42	ALD_WARD 43	ALD_WARD 44	ALD_WARD 45	ALD_WARD 46	ALD WARD 47	ALD WARD 48	ALD WARD 49	ALD WARDS	ALD MARD 50	ALD_WAND 35	ALD WAND 6	ALU_WARD (ALD WARD 9/ENGINE CUMPANT 62	AREA 01 GARAGE	AREA 03 GARAGE/FUEL STATION	BEVERLY-MORGAN PARK	CDHS SOUTH CENTER		CENTRAL WEST SENIOR CENTER	CHELTENHAM	CITY CLERK REMOTE	COPERNICUS AGING CENTER	DAVID R. LEE ANIMAL CONTROL			CHOINE COMPANY 107	ENGINE COMPANY 42	ENGINE COMPANY 61	ENGINE COMPANY 81 AND 6	
**************************************	WIS CIRCLE MODEL AV	44 HCFM 040647, SUV	44 UCEM 040697 SIN	44 HCFM 040627 SUV	14 HOEM 010618 SUV	44 UCEM 040648 SUV	44 LOSM 040605 SIN	200 00000 0100 U	11.HCFM.010482SUV	11.HCFM.UTUGT83UV	11,HCFM,010619SUV	11.HCFM,010639SUV	11.HCFM.010606SUV	11.HCFM.010646SUV	11.HCFM.010607SUV	11 HCFM 010648SUV	11 HOFM 010595, SUV	44 HCEM 040609, SUV	A4 LOCK 040640 SIN	VICE 145010 1100111	VIO 100000 VIII VI	17,HCFM,010621,.30V	11.HCFM.010628SUV	11,HCFM.010598SUV	11,HXFM.003289SUV	11.HCFM.010622SUV	11.HCFM.010600SUV	11.HCFM.001588SUV	11 HCFM.001589SUV	11 HCFM.004325SUV	11 HCGM.000933SUV	11 HCFM 001700SUV	11 HCFM.001345SUV	14 HCEM 001738SUV	11 HOEM 010508, SUV	44 LOCK 001628 SEIV	100:000 00:0	11.HCFM.0026/6.:50V	11.HCFM.010530SUV	41.HCFM.010534SUV	11.HCFM.001330SUV	11.HCFM.001712SUV	11.HCFM.010511SUV	11.HCFM.U10529SUV

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VHGM.000062_SUV	SS WARD 24	708M452053	(1) 56K Access, (1) 56K Port, (1) 32K PVC	1817 S PULASKI RD	126.94
LXHGM.000065_SUV	SULZER REGIONAL LIBRARY	708M452051	(1) 56K Access, (1) 56K Port, (1) 32K PVC	4455 N LINCOLN AVE	126.94
I XHGM 000074, SLIV	SS WARD 43	708M452053	(1) 56K Access, (1) 56K Port, (1) 32K PVC	1358 W WEBSTER AVE	126.94
XHGM 000078, SUV	SS WARD 2	708M452053	(1) 56K Access, (1) 56K Port, (1) 32K PVC	2840 S CALUMET AVE	126.94
1 XHGM 000081SUV	SS WARD 17	708M452053	(1) 56K Access, (1) 56K Port, (1) 32K PVC	611 W 69TH ST	126.94
XHGM 000093, SUV	RESEARCH REQUIRED	708M452052	(1) 56K Access, (1) 56K Port, (1) 32K PVC	1125 W 95TH ST	126.94
XHGM 0000935 SUV	SS 'WARD 26	708M452053	(1) 56K Access, (1) 56K Port, (1) 32K PVC	2460 W CORTLAND ST	126.94
XHGM 000098. SUV	SS WARD 8 FUEL SITE	708M452053	(1) 56K Access, (1) 56K Port, (1) 32K PVC	10101 S STONY ISLAND AVE	126.94
NIS 660000 WEHX	SS WARD 45	708M452053	(1) 56K Access, (1) 56K Port, (1) 32K PVC	4835 N LIPPS AVE	126.94
XHGM 000102	SS WARD 21	708M452053	(1) 56K Access, (1) 56K Port, (1) 32K PVC	8659 S VINCENNES AVE	126.94
VICENCE OF STATE OF S	SS WARD 36	7088452053	(1) 56K Access. (1) 56K Port. (1) 32K PVC	2817 N NATOMA AVE	126.94
TATOM SOCIAL STAY	SS WARD 44	708M452053	(1) 56K Access, (1) 56K Port, (1) 32K PVC	1501 W SCHOOL ST	126.94
1,XHGM.000108SUV	SS_WARD 47	708M452053	(1) 56K Access, (1) 56K Port, (1) 32K PVC	4141 N ROCKWELL ST	126.94
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Pricing Schedule For AT&T Advanced Solutions Interstate/Intrastate Data Services

Schedule 2 SLAs for SBC PremierSERVsm Frame Relay

Standard SLAs

The Standard SLAs (service level agreements) are reactive guarantees for PremierSERVsm Frame Relay. They consist of two edge-to-edge network service guarantees and three end-to-end service guarantees. The Standard SLAs will be provided to all SBC PremierSERVsm Frame Relay customers at no charge. The Standard SLAs will be available on an intra-LATA and inter-LATA basis. Standard SLA details such as terms and conditions are addressed in the appropriate ASI State Tariffs, ASI Terms & Conditions, AT&T LD Guidebook, SBC PremierSERVsm Frame Relay ICB contracts from AT&T LD. Those documents should be reviewed for additional Standard SLA specific information. Standard SLAs will measure Latency and Data Delivery Ratio on an edge-to-edge basis and Network Availability, TTR and TTP will be on an end-to-end basis.

Standard SLAs will measure Latency and Data Delivery Ratio on an edge-to-edge basis and Network Availability, TTR and TTP will be on an end-to-end basis.

Premium SLAs

The Premium SLAs (service level agreements) are reactive guarantees for SBC PremierSERVsm Frame Relay. They consist of five end-to-end service guarantees. The Premium SLAs are provided free of charge when the customer owns or purchases approved AT&T CPE validation tools. Premium SLAs are available on an intra-LATA and inter-LATA basis. Premium SLA details such as terms and conditions are addressed within the ASI State Tariffs, ASI Intra & Inter-State Addendum's, as an attachment to the ASI Confirmation of Service Orders (CSO), AT&T LD Guidebook, SBC PremierSERVsm Frame Relay ICB contracts from AT&T LD. Those documents should be reviewed for additional Premium SLA specific information. Premium SLAs will measure Latency, Network Availability and Data Delivery Ratio, TTR and TTP will be on an end-to-end basis.

Premium SLAs will measure Latency, Network Availability and Data Delivery Ratio, TTR and TTP will be on an end-to-end basis. Premium SLAs require customers to produce AT&T approved, CPE validation reports in HTML format to Account Teams with their SLA credit requests.

SLA Measurements and Credits for Frame Relay:

	and Credits for Frame r		
Frame Relay Service Level	In Region Initia LATA	ij InterdATA Metric	SLA Credits
Time To Provision	On the Firm Order	On the Firm Order	Measured per circuit
(TTP)	Confirmation due date	Confirmation due date	per occurrence
			Credit - 100% of MRC
			for that PVC and/or
			port
Time To Repair	Within 4 hours per	Within 4 hours per	Measured per circuit
(TTR)	occurrence;	occurrence;	per occurrence
	8 hours if technician	8 hours if technician	Credit - 50% of MRC
	dispatch required	dispatch required	for that PVC and/or
			port
Network Availability	99.99% measured as	99.99% measured as	SLA measured on
	a percent of the time	a percent of the time	monthly average for
	the cumulative PVCs	the cumulative PVCs	customer network
	are up and working	are up and working	Credit - 10% of MRC
			for all affected
			PVCs and ports
Frame Delivery	99.99% for Standard,	99.99% for Standard,	SLA measured on
Rate	Priority and FRATM	Priority and FRATM	monthly average per
	PVCs	PVCs	PVC
1			Credit - 50% of MRC

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Pricing Schedule For AT&T Advanced Solutions Interstate/Intrastate Data Services

			on all affected PVCs and ports
*Latency	100 ms – round-trip for Standard, Priority and FRATM PVCs	100 ms – round-trip for Standard, Priority and FRATM PVCs	SLA measured on monthly average per PVC. Credit – 50% of MRC for all affected PVCs and ports.

^{*}Note: The latency measurement is based on a default frame payload size of 128 bytes.

SLAs for Latency, and Data Delivery Rate are measured on an average monthly basis and are subject to a 30-day cure period provision. This provision gives AT&T 30-days after the customer requests a credit to correct an SLA deficiency. If AT&T brings the customer's network performance back within the SLA guarantee during the 30-day cure period, the customer will not be eligible for a credit. TTP and TTR SLAs are measured per occurrence end-to-end. SLA credits on all SLA guarantees will cover only ports and PVCs, and will not include local access into the credit calculation.

SLA Exceptions:

The following will be excluded from SLA eligibility:

- Force majeure events:
- Data lost during Company's scheduled maintenance window or unscheduled maintenance windows;
- Data exceeding the subscribed Committed Information Rate (CIR) for Frame Relay;
- Failures attributed to facilities or equipment provided by another party or the Customer or inaccurate network specifications requested by Customer;
- Failures attributed to unauthorized use of Service, negligence or willful misconduct by the Customer
- Premium Latency SLAs does not include Serialization delay, defined as how long it takes to put the bits on the wire (Also known as "insertion delay" or the time taken to put the bits into the wire) is the delay in collecting the bits at the router or switch.
- Standard Latency and Frame Delivery Ratio SLAs exclude Access link failures.
- PVCs that transmit data across oversubscribed ingress or egress ports, which includes data not marked "discard eligible" and instances where the cell loss priority equals 1.
- Customer "no access" time as defined below:
 - -- Customer not available:
 - -- Coordinated Vendor meeting;
 - -- Abeyance on Customer request;
 - -- After hours testing because no Customer daytime release;
 - -- Tickets referred to another party.

Crediting Process:

The SLA Management Center (SLAMC) has been created to handle validation of the SLA crediting function for SBC PremierSERVsm Frame Relay, ATM and International Frame Relay SLA claims. Customers will first have to open a trouble ticket to report a problem before they are eligible for a network SLA credit. Customers will then contact their Account Team to report that a SLA guarantee was not met and request a credit. The Account Team will go through the SLA claim pre-screen checklist and then contact the SLA Management Credit Center. The SLAMC will manage the SLA credit validation process and provide the Account Team with an action directive following its investigation. The Account Team will notify the customer and let them know if they are due a credit or not. If the customer is due a credit, the Account Team will process the credits through the billing system and provide the total credit amount back to the SLAMC to close out the claim request. The customer's credit will appear on their bill for the next billing cycle.



Pricing Schedule For AT&T Advanced Solutions Interstate/Intrastate Data Services

If a customer reports that their Data Delivery Rate or round-trip Latency SLA metric was not met, and upon verification by the AT&T SLA Management Center that the performance was below the committed level, then AT&T has 30 days to correct the problem. If after 30 days the performance is still greater than the committed level, the customer can request a service credit as described above. If network performance is restored to the guaranteed level within the 30-day cure period, the customer will not be eligible for a credit.

SLA Definitions and Examples:

Frame Delivery Rate – AT&T is committed to maintain data throughput across the SBC PremierSERVsm Frame Relay network at 99.99% for any given calendar month. The 99.99% measurement will apply to both Inter-LATA and Intra-LATA network PVCs. Delivery Ratio reporting guidelines are based on the total number of customer-specific frame packets across the network. Upon verification by AT&T that the actual Frame Delivery Ratio for a PVC was less than the committed level, AT&T has a 30-day cure period to correct the problem from the end of the calendar month. If after 30 days the Frame Delivery Ratio is still less than the committed level, the customer can request a service credit equal to 50% of the monthly recurring charge for the affected PVCs and ports.

•<u>Calculation</u> - Frame Delivery Ratio is calculated as the percentage of Frames offered (ingress) to the network that successfully egress the network, within the committed information rate (CIR), over a calendar month.

Frame/Cell = <u>Total customer-specific frame packets/cells that successfully egress the network</u>
Delivery Ratio Total number of customer-specific frame packets/cells offered to the network

Network Availability – AT&T is committed to maintain a SBC PremierSERVsm Frame Relay Network Availability of 99.99% for any given calendar month. Upon verification by AT&T that the actual Network Availability was below the committed level, the customer will be eligible to receive a service credit equal to 10% of the monthly recurring charge for all affected ports and PVCs. If a customer has a FRATM network, then the network availability will be measured against both the ATM & FR ports, PVCs and Access. If a customer has separate FR & ATM networks, then each will be measured separately. Standard Network Availability will be measured through internal validation tools such as trouble tickets and maintenance reports. Customers must report downtime to AT&T LD and ASI repair to ensure that the trouble and maintenance reports will be able to validate Standard SLAs.

• <u>Calculation</u> - The network will be available 99.99% of the time, during each calendar month. Network Availability is calculated as: (24 Hours X days in month X average number of PVCs in that month) - total network outage time / (24 Hours X days in month X average number of PVCs in that month). Network outage time begins when Customer reports a network trouble to the Data Service Center (DSC) and releases the affected elements to AT&T-ASI and ends when AT&T-ASI notifies Customer that the problem has been resolved and the elements are available to Customer. Upon verification by AT&T, AT&T will credit Customer 10% of the recurring monthly charge for all affected ports and PVCs.

Latency - AT&T is committed to maintain delay across a SBC PremierSERVsm Frame Relay PVC at no more than 120 milli-seconds round-trip for Inter-LATA Frame Relay and 110 milli-seconds Intra-LATA Frame Relay. The latency objectives will be based on average latency for any given calendar month. If a customer reports that their round-trip latency average was not met, and upon verification by AT&T that the actual delay for a PVC was greater than the committed level, then AT&T has 30 days to correct the problem. If after 30 days the delay is still greater than the committed level, the customer can request a service credit equal to 50% of the monthly recurring charge for the affected PVCs and ports. If a customer has a FRATM network, then the FR latency measurement will be used.



Master Agreement date last signed _____1/1/2010



• <u>Calculation</u> - Latency is calculated as the measurement of time taken for a customer frame or cell to go from one end of PVC to the other. The measurement will be one-way and will consist of measuring the elapsed time in milliseconds that it takes a "ping" to travel from origination to termination points for the PVC in question.

Latency = (Point A to Point B = t2 - t1)

Point A is the origination point
Point B is the destination point
t1 is the time in milliseconds when data leaves the ingress reference point
t2 is the time in milliseconds when data arrives at the egress reference point

<u>Time To Repair</u> - AT&T is committed to restore an outage of a SBC PremierSERVsm Frame Relay PVC, Port or local loop when bundled with Port service within 4 hours after the customer has reported the trouble, or within 8 hours if a technician is required to be dispatched to the customer's premise. If the trouble is not corrected within the above listed time period, then customer will be entitled to a credit on the that port or PVC. Customer's service outages will be measured on a per occurrence basis. Upon customer reporting and verification by AT&T that the actual repair level was below the committed level, the customer will be provided a service credit equal to 50% of the monthly recurring charge only for that port and/or PVC which was repaired.

• <u>Calculation</u> - Elapsed time begins when a trouble ticket is placed and ends when the service is restored to normal operating performance minus customer no-access time on a per occurrence basis. Customer no access time to include Customer not available, vendor meets, hold on customer, after hours testing because no customer daytime release, tickets referred to another Local Exchange Carrier or Inter Exchange Carrier.

<u>Time to Provision</u> - AT&T is committed to complete all SBC PremierSERVsm Frame Relay service orders by the due date shown on the Firm Order Confirmation (FOC), or the mutually agreed upon due date, whichever is applicable. TTP is measured on a per circuit basis, and is not an average of all orders. Upon verification by AT&T that the due date was missed, the customer will be provided a service credit equal to 100% of the monthly recurring charge for that port and/or PVCs.

• <u>Calculation</u> - Due date shown on the FOC for the service order. This includes all supplements to the original order where the due date was changed because of a customer request.

National and Pre-National Hybrid Networks:

New SBC PremierSERVsm Frame Relay customers will receive the Standard SLA guarantees. Customers will also receive Standard SLAs under the following conditions:

- Vintage ASI or Domestic AT&T LD Frame Relay customers who add one or more contracted or noncontracted SBC PremierSERVsm Frame Relay elements to an existing Vintage ASI or Domestic AT&T LD network.
- Customers that convert their entire Vintage ASI or Domestic AT&T LD Frame Relay network into a SBC PremierSERVsm Frame Relay network.

These customer scenarios will result in a customer receiving SLA guarantees and credits from the affiliate (AT&T LD or ASI) which adds the SBC PremierSERVsm Frame Relay elements to the network for the life of their service.

ADDENDUM 8

AT&T Voice CPE Maintenance Services Addendum to Master Agreement

Addendum No. 8 (10031970)

This AT&T Voice CPE Maintenance Services Addendum ("Addendum") is an addendum to Voice and Data Network Services Master Agreement ("Agreement") between AT&T Corp. ("AT&T") and City of Chicago acting through Department of Innovation and Technology ("City") and effective as of the Effective Date of the Agreement.

AT&T Affiliate/Service Provider: AT&T DataComm, Inc.						
Customer Name: CITY OF CHICAGO Customer Billing Address: 50 W. WASHINGTON ST, FL 27 CHICAGO IL 60602						
Customer Billing Number:						
Location of Equipment: Multiple - See Bill of Materials Attachment						
Purchase Order Number:						
SELECTION OF MAINTENANCE AND SERVICE PLANS:						
AT&T Maintenance Services						
☐Complete ☐Essential ☐ Dedicated with Parts ☐Custom						
□ ACCEPT - Customer Initials: □ DECLINE - Customer - Customer - Customer - Customer - Customer - Cu						
Initial Term: 5 Year(s) From: 4/1/09 To: 12/31/13 Annual Price: See Bill of Materials Attachment						
Payment Term: (default is annual) Prepay Annual Semi-Annual Quarterly Monthly Financing						
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 Addendum covers AT&T's maintenance Service for certain customer premise equipment ("CPE" or "Equipment") described in the attached Bill of Materials under the Maintenance Plan identified above (the Maintenance Plan"), and as further described below. This Addendum also covers any Orders issued under this Addendum, as well as any additions or replacement to the Equipment or Service.

2. AT&T SERVICE AND SERVICE EXCLUSIONS

- A. During the term of the Maintenance Plan, AT&T will repair 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, Customer provided servers, UPS systems, power conditioners, power supplies (including batteries and chargers), intra-building distribution cabling, 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 Addendum 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 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 Equipment; damage caused by unauthorized attachments or modification; use with or interconnection of the Equipment to incompatible electrical or mechanical devices; and the installation, maintenance or disassembly, repair or alteration of the 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. (i) Customer 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 upgrades, software patches, second tier help desk support, 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 or technical support for Equipment or Software that has been discontinued by its manufacturer or reached "end of life" status. In the event replacement parts, software, or support are not readily available, AT&T shall advise Customer and Customer shall have the option at AT&T's discretion whether to replace or upgrade the Equipment or Software 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 Equipment from this Addendum and cease providing Service for such 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 to the extent Customer authorizes AT&T to provide any services for such manufacturer discontinued products (Support for manufacture discontinue products will be invoiced separately as time and material charges).
- 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 (as described in section 6 below) 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 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 Addendum 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 Addendum 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 Addendum, Customer will be responsible for additional charges for such response in accordance with AT&T's then prevailing rates.

3. AT&T MAINTENANCE SERVICE DESCRIPTIONS

- A. AT&T Voice CPE Maintenance Services Complete. Intentionally Left Blank
- B. AT&T Voice CPE Maintenance Services Essential. Intentionally Left Blank
- C. AT&T Voice CPE Maintenance Services Dedicated. (i) AT&T will provide technician, Customer Service Representative, Project Manager, or other agreed upon resource(s) as set forth herein or within an associated Statement of Work, on an annual basis to perform installation, maintenance, and/or move, add or change activities. (ii) AT&T shall, at its sole discretion, assign either a qualified AT&T employee or contractor ("Resource") or a combination of both to provide Services to Customer during Normal Business Hours. (iii) Each Resource will be granted time off for lunch and breaks as mandated by any labor agreement, Federal, State, County or City laws that are applicable. Customer must provide adequate office facilities/quarters/storage for Resource to administer daily responsibilities. (iv) Customer may also purchase optional replacement parts coverage associated with Dedicated. (v) 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 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. Any Services performed outside of the Normal Business Hours shall be performed within mutually agreed to time periods.
- D. AT&T Voice CPE Maintenance Services Custom. Intentionally Left Blank

4. AGENCY

During the term of this Addendum, Customer will not permit any other person to maintain, repair or modify the CPE or to connect any other equipment. To the extent necessary for AT&T to perform its Services under this Addendum, Customer agrees that AT&T will be Customer's Site agent to represent Customer in any dealings with any telephone company or government agency with respect to CPE maintenance provided hereunder. Customer assumes all ongoing responsibility of 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 Addendum or some other express written agreement between Customer and AT&T.

5. CHANGE IN EQUIPMENT

AT&T will have the right and option of conducting periodic equipment reviews for additions and/or deletions which may have occurred and all service pricing shall be adjusted accordingly. In the event Customer elects to remove a site from the maintenance Services provided hereunder, Customer shall provide to AT&T 30 days prior written notice.

6. RENEWAL

Unless terminated by either Party upon at least thirty (30) days written notice prior to expiration of the then existing Term, and to avoid Service interruption, the then current Term of any services included in this Addendum shall automatically extend for consecutive one (1) year Term(s) at AT&T's then current pricing for such Services. Upon extension of any Maintenance or Service Plan, the services provided by AT&T shall remain unchanged (except with respect to pricing) unless both Parties agree in writing to any changes at the time of extension. AT&T may only increase the price of the Maintenance or Service Plans provided herein at: (i) the expiration of the initial term; (ii) commencement of any

subsequent extension term; or (iii) the time Equipment is changed, upgraded or added to this Addendum. AT&T will provide Customer with a 30 day written notice of such increases.

7. TERMINATION FOR CONVENIENCE

If the City elects to terminate this Addendum #8 for convenience, the City shall provide AT&T written notice at least 90 days prior to the effective date of such termination. The City shall be liable for an early termination charge equal to twenty-five percent (25%) of the applicable monthly charge for the remainder of the annual period in which the termination takes place.

END OF DOCUMENT

Addendum No 8 (10031970)

City of Chicago

Master Agreement No.

19393

EQUIPMENT COVERED UNDER MAINTENANCE PLAN:

Telephone sets at the sites detailed in the List of Covered Sites below

EQUIPMENT NOT COVERED UNDER MAINTENANCE PLAN:

Consumable items such as batteries, battery back up, UPS, Tripp Lite, headsets, cordless or wireless phones, sets not in the AT&T product line, answering machines, power supplies, and servers, unless specifically included, are not covered under this Agreement.

SPECIAL TERMS AND CONDITIONS:

AT&T will provide three (3) dedicated technicians in accordance with the AT&T Voice CPE Maintenance Services – Dedicated plan, to include the repair parts coverage option.

The technicians will be available to work from 8:00AM to 4:30PM, Monday through Friday, excluding AT&T holidays ("Dedicated Period"). The technician will service the above listed equipment at the Customer sites, whether included in the List of Covered Sites or not.

The technicians will report daily to a designated Customer contact and, as Union Agreements allow, work entirely at his/her direction. The technicians may perform moves, adds, or changes (MAC); parts used for MAC are billable at AT&T then-prevailing rates. Any labor for services outside the scope of this Agreement or requiring additional technicians will be billed at AT&T then-prevailing rates.

Actual installed equipment and sites to be covered will be reviewed annually prior to the contract anniversary date. Maintenance rates will be adjusted to reflect any equipment or site additions and/or deletions.

On an annual basis, Customer may request a change to the number of dedicated technicians by giving to AT&T written notice at least thirty (30) days prior to the applicable maintenance period below and without incurring early termination charges set forth in Section 7 of this Addendum titled "Termination for Convenience" for a reduction in number of technicians. A minimum of one (1) dedicated technician is required under Maintenance Services –Dedicated Plan. (To the extent Customer reduces the number of dedicated technicians to zero, pricing in this Addendum will no longer be applicable, and Customer and AT&T will enter into good faith negotiations of a replacement plan.)

NOTE: Failure to sign and return this Addendum does not cancel any existing maintenance services governed by autorenewal clauses.

BILLING TERMS:

The following monthly unit rates will be billed during the applicable period at the billing frequency selected on page 1 of the Addendum. Per the Special Terms above, actual total charges will be determined by the annual review of equipment and sites to be covered; unexpired warranty will be considered and charges for any such covered sites or equipment will be added on a pro-rated basis.

<u>Period</u>	<u>Technician</u> w/vehicle	Technician w/vehicle	<u>Technician, no</u> <u>vehicle</u>	Mainte	Monthly nance Per Set
4/1/09 - 12/31/09	15,926.25	15,926.25	15,098.08	\$	2.15
1/1/10 - 12/31/10	16,404.04	16,404.04	15,551.03	\$	2.20
1/1/11 - 12/31/11	16,896.16	16,896.16	16,017.56	\$	2.25
1/1/12 - 12/31/12	17,403.04	17,403.04	16,498.08	\$	2.30
1/1/13 - 12/31/13	18,012.15	18,012.15	17,075.52	. \$	2.35

VOICE PRODUCT ADDENDUM ATTACHMENT BILL OF MATERIALS FOR EQUIPMENT AND SERVICES LIST OF COVERED SITES AND EQUIPMENT

AT&T Contract #	Site Address	Equipment	2008-09 Net QTY
10032110	10 S KEDZIE	BUSINESS SETS	83
10031950	1000 E OHIO ST	BUSINESS SETS	588
10032500	10101 STONY ISLAND	BUSINESS SETS	21
10098760	1015 S CENTRAL PARK	BUSINESS SETS	13
10034720	1040 95TH ST	BUSINESS SETS	24
10627370	1101 W TAYLOR	BUSINESS SETS	12 ·
10034820	11071 S HOYNE	BUSINESS SETS	10
16051439	1140 W 79TH ST	BUSINESS SETS	41
10033700	115 S. PULASKI RD	BUSINESS SETS	12
10603260	1150 W FULLERTON AVE FL	BUSINESS SETS	10
16152411	120 N RACINE	BUSINESS SETS	36
10100280	121 N LASALLE CITY HALL	BUSINESS SETS	875
10034550	1226 W AINSLIE ST	BUSINESS SETS	23
10633480	1350 WEST 89TH	BUSINESS SETS	14
10609550	1605 N. Troy	BUSNESS SETS	10
10034050	1607 W Howard	BUSNESS SETS	10
16055894	1613 W CHICAGO 2ND FLR	BUSINESS SETS	10
16011846	1615 W CHICAGO AV	BUSINESS SETS	78
16021915	1623 CHICAGO AVE	BUSINESS SETS	199
16142494	1642 N BEASLY CT	BUSNESS SETS	25
10631060	1659 WEST MELROSE	BUSINESS SETS	10
16141518	1701 N MILWAUKEE	BUSINESS SETS	16
16072110	1745 WEST 63RD STREET	BUSINESS SETS	10
10035370	1767 79TH ST	BUSINESS SETS	31
10617670	1819 PERSHING	BUSINESS SETS	213

AT&T Contract #	Site Address	Equipment	2008-09 Net QTY
10092400	1904 W CERMACK	BUSINESS SETS	12
16065036	1987 WEST 111	BUSINESS SETS	13
16144401	199 E RANDOLPH	BUSNESS SETS	12
16008248	20 N MICHIGAN	BUSINESS SETS	23
10634860	2006 E 95ST	BUSINESS SETS	21
10033750	2019 LAWRENCE	BUSINESS SETS	31
10134060	2102 W OGDEN	BUSINESS SETS	56
10034790	2121 W 95TH ST	BUSINESS SETS	11
16050164	2133 W LEXINGTON	BUSINESS SETS	126
10097150	2160 OGDEN	BUSINESS SETS	175
16021001	2350 OGDEN	BUSINESS SETS	22
10114500	2550 W ADDISON	BUSINESS SETS	24
16092453	2708 S PULASKI	BUSINESS SETS	13
16047091	2735 N ASHLAND	BUSINESS SETS	42
10113750	2861 N CLARK	BUSINESS SETS	10
10030440	30 N LASALLE	BUSINESS SETS	1,220
16135126	3030 W FULLERTON	BUSINESS SETS	10
16135127	3048 E. 103TH ST	BUSINESS SETS	10
10618720	310 W DIVISION ST	BUSINESS SETS	11
10033010	3160 N MILWAUKEE	BUSINESS SETS	10
16026488 •	33 LASALLE	BUSINESS SETS	265
10035350	3300 E CHELTENHAM	BUSINESS SETS	12
10150430	333 S STATE	BUSINESS SETS	1,648
10033520	3353 W 13TH ST	BUSINESS SETS	10
10606500	3548 W IRVING PARK RD	BUSINESS SETS	18
16141519	3700 E. 106th Street	BUSNESS SETS	12

AT&T Contract #	Site Address	Equipment	2008-09 Net QTY
10030930	3901 S ASHLAND	BUSINESS SETS	96
10084760	400 S STATE	BUSINESS SETS	204
10624540	400 W SUPERIOR	BUSINESS SETS	175
10033570	4003 W 27TH ST	BUSINESS SETS	15
10033370			4
16167676	4040 N OAKLEY BLVD	BUSINESS SETS	-
10033880	4150 W 55th St	BUSNESS SETS	22
10634540	4345 W ARMITAGE	BUSINESS SETS	14
16051646	445 N SACRAMENTO	BUSINESS SETS	20
· 10033760	4455 N LINCOLN AVE	BUSINESS SETS	36
16006614	4740 N SHERIDAN	BUSINESS SETS	51
16051247	4770 S. KEDZIE AVE	BUSNESS SETS	33
16082677	49 EAST 95 STREET	BUSINESS SETS	12
10030530	50 WEST WASHINGTON	BUSINESS SETS	646
10033890	5148 S ARCHER AVE	BUSINESS SETS	11
16068755	5630 N LINCOLN	BUSINESS SETS	15
16169700	5674 S ARCHER	BUSINESS SETS	12
10602010	6 S HOYNE AVE	BUSINESS SETS	10
10033780	6083 N NORTHWEST HWY	BUSINESS SETS	10
10033960	6110 W IRVING PARK RD	BUSINESS SETS	18
10034830	6117 KEDZIE	BUSINESS SETS	27
10033390	641 W 63RD ST	BUSINESS SETS	145
16078192	653-657 W. 63RD ST	BUSNESS SETS	10
16009529	66 E RANDOLPH ST	BUSINESS SETS	37
10034020	6907 N CLARK ST	BUSINESS SETS	10
16041734	72 E RANDOLPH	BUSINESS SETS	. 58
16081946	7454 WEST BALMORAL	BUSNESS SETS	12

AT&T Contract #	Site Address	Equipment	2008-09 Net QTY
10030560	78 E WASHINGTON	BUSINESS SETS	151
10033250	7901 S KING DR	BUSINESS SETS	10
10627600	800 N KEDZIE	BUSINESS SETS	25
16164271	800 S DES PLAINES	BUSINESS SETS	10
16094108	830 W 119TH	BUSINESS SETS	30
16147109	8300 S COTTAGE GROVE	BUSNESS SETS	. 20
16141338	845 W 69TH	BUSNESS SETS	23
16137644	8759 SOUTH COMMERCIAL	BUSNESS SETS	25
10033230	9059 S COTTAGE GROVE	BUSINESS SETS	23
10125200	929 W BUENA AVE	BUSINESS SETS	10
10034220	9525 S HALSTED ST	BUSINESS SETS	45
TOTAL			8,266