



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

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

Justification for Non-Competitive Procurement Worksheet

PROCUREMENT HISTORY

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

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

The OEMC began construction on September 11, 2012 to replace the S911 System and was completed in early 2013. The call handling equipment has been upgraded from a hardware perspective over the last 2 years. This request includes a time extension and vendor limit increase. The 2-year extension will cover the monthly maintenance costs on the Public Safety Answering Point (PSAP) as well as 9-1-1 network charges.

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

2. This request is for a continuation of existing services. It encompasses a two (2) year time extension for services under PO 14026.

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

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

5. This system is proprietary to AT&T and cannot be competitively bid at this time. The OEMC is looking at options for this platform beyond 2020.

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



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ESTIMATED COST

1. The total vendor limit increase needed for the contract extension is \$14 million. The monthly costs are for the continuation of services, that include replacement and maintenance services, which include the hardware refresh and PSAP maintenance are 584,000 per month. We anticipate spending \$14 million over the next two (2) year extension period.

The funding source is

1-020-353-058-4125-0189-220189 \$2,638,500 x 2 years = \$5,277,000

1-020-353-058-4125-0197-220197 \$3,780,209 x 2 years = \$7,560,418

1-020-353-058-4125-0196-220196 \$206,000 x 2 years = \$412,000

1-020-353-058-4125-0190-220190 \$191,000 x 2 years = \$382,000

1-020-353-058-4110-0139-220139 \$220,000 x 2 years = \$440,000

Total: \$7M per year, \$14M total

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

First year anticipated costs - \$7,000,000.

Second year anticipated costs - \$7,000,000.

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

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

5. The proposal selected is the most cost effective plan for the City and provides us with a clear upgrade path while still keeping our options open for the 9-1-1 telephony system at the end of the 2 year extension. Additionally, it puts us in a much better position to upgrade our telephony software once the hardware is refreshed to be Next Generation 9-1-1 (NG9-1-1) compliant, which is required by the state by July of 2020.

SCHEDULE REQUIREMENTS

1. This continuation for network replacement and maintenance is for continuation of services per our last request the 9-1-1 Operations Floor was at end of life. It was running on Windows XP, which was no longer supported by Microsoft, and it was running on old workstations that need replacement. It was determined that an upgrade was needed in order to maintain current operations during the refresh of the identified hardware and servers. The schedule was based to upgrade equipment in the quickest possible time. AT&T must continue to provide network replacement and maintenance to the hardware as is proprietary to AT&T, and their staff specialize in all work related.

2. This does not apply.

3. All hardware components of the 9-1-1 call answering system will continue to be maintain each hardware component upon extension.

4. This does not apply.

EXCLUSIVE OR UNIQUE CAPABILITY

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

2. AT&T has staff who are specialists in undertakinQ this work. No other company can complupgrade and refresh.



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

3. Illinois Bell and Ameritech/AT&T have over 30 years experience with the City's S911 System.
4. The vendor possess the ability to fully test all new hardware and system components on site at the OEMC.
5. AT&T was the original designer and installer of the current 9-1-1 call answering system and has been the sole source of maintenance and support of the system over the life of the contract.
6. The hardware peviously installed requires maintainance by the vendor as the best replacements for the current system that will integrate into the current network environment, which is essential for the uninterrupted operation of the 9-1-1 call system.
7. The equipment and specialized staff must be used for this work. There are no vendors who can provide the hardware replacement and refresh maintenace that is necessary to maintain this system. This is critical to public safety. Competitive bidding is not an option.
8. Replacement parts and maintenance services cannot be obtained from another vendor. AT&T is the only vendor that can complete the hardware upgrade and refresh.

OTHER

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

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

Date: **May 5, 2020**

Department Name:
OEMC

Requisition No: **332202** Specification No: **47978**

PO No: **14026** Modification No:

Contract Liaison:
Lylianis Gonzalez

Telephone:
312.746.9421

Email:
Lylianis.Gonzalez@cityofchicago.org

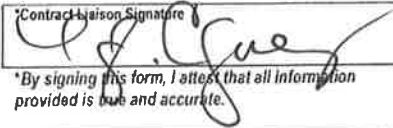
Project / Program Manager:
Zachary Williams

Telephone:
312.746.9236

Email:
Zachary.Williams@cityofchicago.org

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

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

Contract Liaison Signature


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

Project Title: 911 System Network Replacement and Maintenance Services
OEMC 911 Public Emergency Services

Project Description: Non-Competitive review Board (NCRB) Sole Source
The OEMC is requesting a two (2) year time extension and a vendor Limit Increase of \$14M PO 14026, "Replacement and Maintenance of the OEMC 911 Public Emergency Systems." The extension will include changes to the scope of work, including equipment upgrades/hardware refresh and increased pricing.

Funding:

Corporate Bond Enterprise Grant Other

IDOT/Transit IDOT/Highway FHWA FTA FAA

LINE	FY	FUND	DEPT	ORGN	APPR	ACTV	PROJECT	RPTG	ESTDOLLAR AMOUNT
1	020	0353-058-4125	0189	220189					\$ 5,277,000
2	020	0353-058-4125	0197	220197					\$ 7,560,418
3	020	0353-058-4125	0196	220196					\$ 412,000
4	020	0353-058-4125	0190	220190					\$ 382,000
5	020	0353-058-4125	0139	220139					\$ 440,000

Check One:
 New Contract Request

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

Project/Program Manager Signature


Commissioner/Authorized Designee Signature


Purchase Order Type:

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

Procurement Method:

Bid RFP RFQ RFI
 Small Order

Special Approvals Required:

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

Purchase Order Information:

Contract Term (No. of Months): _____

Extension Options (Rate of Recurrence): _____

Estimated Spend/Value: \$ _____

Grant Commitment / Expiration Date: _____

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

Contract Type:

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

Modification or Amendment

Modification Information:

PO Start Date: **07-13-2020**

PO End Date: **07-12-2022 or new award**

Amount (Increase/Reduction): **\$ 14,000,000⁰⁰**

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

Modification/Amendment Type: Time Extension and Vendor Limit Increase

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

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

Full Compliance Contract Specific Goals
 No Stated Goals Waiver Request

Risk Management / EDS / IDOT

Insurance Requirements (included) Yes No

EDS Certification of Filing (included) Yes No

IDOT Concurrence (required) Yes No

Vendor Information

Name: **AT&T**

Contact: **Dominic Savone**

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

E-mail: **ds3792@att.com**

Phone: **312-364-6275**



OFFICE OF EMERGENCY MANAGEMENT AND COMMUNICATIONS
CITY OF CHICAGO

THE OFFICE OF THE EXECUTIVE DIRECTOR

TO: Shannon E. Andrews, Chief Procurement Officer
DEPARTMENT OF PROCUREMENT SERVICES (DPS)

FROM: *Richard Guidice by N. Gutierrez*
Richard Guidice, Executive Director
THE OFFICE OF EMERGENCY MANAGEMENT
AND COMMUNICATIONS (OEMC)

DATE: March 30, 2020

SUBJECT: Contract Modification NCRB Sole Source
SBC Global Services, Inc d/b/a AT&T Global Services
Replacement and Maintenance of the OEMC 911 Public Emergency System
Contract: 14026 Specification: 47978 Requisition: 332202

The Office of Emergency Management and Communications (OEMC) respectfully submits this package to the Non-Competitive Review Board (NCRB) for review and approval of a contract modification with SBC Global Services, Inc d/b/a AT&T Global Services (PO 14026) which expires July 12, 2020. The OEMC is requesting a vendor limit increase in the amount of \$14M, and a time extension for two (2) years, or until a new contract for these services is implemented via RFP. Language for the new RFP to address the continuation of these services is being reviewed.

Under this extension and vendor limit increase, AT&T will provide continuous maintenance support. The contractor will refresh and maintain all workstations, hardware and servers at all OEMC sites. These sites include; Chicago Police Department, Chicago Fire Department, 3-1-1 Center, Chicago Training Center, the 911 Center, and the Chicago Development Test Lab.

HISTORY

The Contract for AT&T was awarded on February 1, 2007 for \$27,264,240.00. AT&T has provided consulting and maintenance since the original development of the 911 system. This system is proprietary to AT&T and cannot be competitively bid at this time. Monthly costs include continuation of services, that include replacement and maintenance, which include hardware refresh and Public Safety Answering Point (PSAP) maintenance.



OFFICE OF EMERGENCY MANAGEMENT AND COMMUNICATIONS
CITY OF CHICAGO

SUPPORTING DOCUMENTATION

In support of this request, please find the attachments:

1. Non-Competitive Review Board Application (NCRB)
2. DPS Project Checklist
3. AT&T Sole Source Justification for Amendment
4. AT&T Scope of Work and Compensation Schedule
5. AT&T Compliance Plan
 - a. Good Faith Effort Plan
 - b. Subcontractors' Schedules C1 and D1
 - c. Certification Letter
6. OEMC Compliance Concurrence Letter
7. Approved DPS OBM Form
8. Professional Services Insurance Requirements
9. AT&T Certificates of Insurance
10. Economic Disclosure Statement Certificate

If you have questions, please contact Lylianis Gonzalez at 312.746.9421. Thank you for your consideration.

cc: Natalie Gutierrez, Administration
Lylianis Gonzalez, Contracts
Lisa Clark, Contracts
Zachary Williams, PSIT
Frank Lindbloom, OPSA

Dominic Savone
Sales Manager
SLED Sales

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



February 26, 2020

Richard Guidice
Executive Director
City of Chicago
Office of Emergency Management and Communications
1411 West Madison Street
Chicago, IL 60607

Subject: Sole Source Justification
Exclusivity Request

Ref: Maintenance of the OEMC 911 Public Emergency Systems
Contract 14026

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

Contract 14026 consists of maintenance support which is utilized through AT&T's proprietary infrastructure and specialized partners. AT&T is a total solution provider: support, installation, and maintenance for every component of the managed 911 solution are provided. This includes the AT&T owned DMS 100 central office components necessary for 911 call routing, customer premise equipment (CPE), maintenance and 24X7X365 support. The Airbus Vesta DMS 100 system design and operation is integrated with the AT&T DMS 100 central office switching system and together they function as one 911 system. Vesta DMS 100 is therefore dependent upon the continued integration, configuration and inter-operation with the AT&T DMS 100's and the network connections from the AT&T central offices directly to each Vesta DMS call taking position at all City of Chicago 911 call answering locations. As such, a significant dependency on AT&T personnel is necessary to ensure network functionality and operations. . Motorola does not have any other Vesta DMS 100 trained and experienced service and support personnel with any other authorized service providers within 500 miles of the City of Chicago. For this reason, the City of Chicago's ability to find other partners to provide this service is very limited.

Dominic Savone
Sales Manager
SLED Sales

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

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

We look forward to your favorable reply.

Sincerely,



Dominic Savone

Statement of Work and Compensation

The pricing listed below is for the added scope (Vesta DMS as a service).

The following details of the service that will be provided. All work will be completed under this Statement of Work and Compensation document.

Vesta DMS Hardware/Software upgrade currently being installed includes:

- Technology refresh for the end of life hardware
- Upgraded environment to current Microsoft Windows operating systems for Vesta DMS
- Software Refresh to VESTA DMS 3.0 Service Pack 4
- All necessary Hardware, Software, Services and Support necessary to bring OEMC to current versions of operational efficiency at the desktop and server-level for Vesta DMS
- Vesta Analytics
- AT&T and Motorola maintenance support for the Vesta DMS solution
- Maintenance support for the CCMIS solution
- Installation and training for Vesta Analytics
- The monthly service model pricing listed below includes the hardware/software refresh currently being installed, hardware and software maintenance support, and testing/configuration of the Vesta DMS 9-1-1 call-taking solution.

Solution Hardware—Currently being Installed

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

Chicago PD

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

Chicago FD

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

Chicago 311 Center

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

Chicago Training Center

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

Chicago Development Test Lab

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

Chicago OEMC

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

Solution Software-Currently being installed

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

- Windows Server 2012 Enterprise Operating System on the Vesta Analytics Standard Server
- Windows Server 2012 Enterprise Operating System on Vesta Analytics Enterprise Servers
- CCMIS Software

Vesta DMS Service Maintenance

- AT&T will provide ongoing hardware maintenance of the components listed under solution hardware for 24 months. This includes replacement parts including workstations, servers, monitors for the term of the service.
- AT&T along with (Motorola/Somerset Group) will provide ongoing software maintenance of the components listed under solution software for 24 months.
- AT&T Vesta DMS delivered as a service model provides maintenance support for system reliability and availability through preventive and remedial support as required by manufacturer's and AT&T's specifications. AT&T Maintenance provides technical phone support, remote monitoring and hardware parts replacement with onsite troubleshooting and parts replacement. Customer must provide AT&T access to the impacted supported equipment for trouble shooting and repair. Failure to provide adequate access to the supported equipment may result in delays to trouble resolution.

Professional Services

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

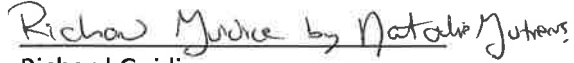
Vesta DMS Service Model Pricing (24 Month)---\$375,000 Per Month

REVIEW AND APPROVAL

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



Zachary Williams
OEMC
Director of Information Services



Richard Guidice
OEMC
Executive Director



OFFICE OF EMERGENCY MANAGEMENT AND COMMUNICATIONS
CITY OF CHICAGO

THE OFFICE OF THE EXECUTIVE DIRECTOR

TO: Shannon E. Andrews, Chief Procurement Officer
DEPARTMENT OF PROCUREMENT SERVICES (DPS)

Monica Jimenez, First Deputy
DEPARTMENT OF PROCUREMENT SERVICES (DPS)

FROM: *Richard Guidice by M. Jimenez*
Richard Guidice, Executive Director
THE OFFICE OF EMERGENCY MANAGEMENT
AND COMMUNICATIONS (OEMC)

DATE: March 11, 2020

SUBJECT: Compliance Concurrence
Contract Modification NCRB Sole Source
SBC Global Services, Inc d/b/a AT&T Global Services
Replacement and Maintenance of the OEMC 911 Public Emergency System
Contract: 14026 Specification: 47978 Requisition: 332202

The Office of Emergency Management and Communications (OEMC) concurs with SBC Global Services, Inc d/b/a AT&T Global Services. The current contract has an approved Indirect Participation Compliance of 20% Minority Business Enterprise (MBE) and 10% Women Business Enterprise (WBE). For this extension, AT&T requested 40% Women Business Enterprise (WBE) Indirect Participation Compliance with Anchon Construction. This extension is for network maintenance as it is for continuation of services per the last upgraded to the 9-1-1 Operations Floor. AT&T must continue to provide maintenance to the hardware that is proprietary to AT&T. They have submitted a "Good Faith Efforts Plan" explaining their due diligence regarding compliance.

If you have questions, please contact Lylianis Gonzalez at 312.746.9421. Thank you for your consideration.

cc: Natalie Gutierrez, Administration
Lylianis Gonzalez, Contracts
Lisa Clark, Contracts
Zachary Williams, PSIT
Frank Lindbloom, OPSA

Section I: General Contract Information	
Department Name	OEMC
Department Contact Name	Lylianis Gonzalez
Department Contact Number	312.746.9421
Department Contact Email	Lylianis.gonzalez@cityofchicago.org
Contract Number	14026
Contract Subject Name	911 System Network Replacement and Maintenance Service – OEMC 911 Public Emergency Systems
Contract Initiation Date	February 6, 2007
Original Contract Amount	\$51,895,786.81
Original Contract Expiration Date	July 12, 2020
Budgeted amount for current year	\$ 7,000,000.00
Year to date expenditure	\$ 47,761,307.43
Are funds <input checked="" type="checkbox"/> Operating <input type="checkbox"/> Capital <input type="checkbox"/> TIF <input type="checkbox"/> Grant	
What is the funding strip?	020-0353-058-4125-0189-220189
If contract modification or task request is approved, will department have enough funds to cover new expenditure?	Yes, the additional funds will cover ongoing costs under the current contract and the new services for the hardware refresh and revised pricing for the next 24 months or until a new contract is awarded via Requisition 288770 specification 1178850.
If no, what is the plan to address the short fall?	N/A
Section II: Contract Modifications	
Complete this section if you are modifying the value of an existing contract.	
Contract Value Increase	\$14,000,000.00
New total contract amount	\$ 68,395,786.81
New contract expiration date	July 12, 2022
Goods/services provided by this	AT&T is responsible for the design, engineering, acquisition,

contract	construction management, installation, implementation, and testing of the E911 system. This also includes training, warranty management, retrofitting or replacing operation consoles, project management services, and continual monitoring and maintenance of the respective systems.
Justification of need to modify this contract	Under this modification AT&T will refresh workstations servers and necessary hardware and update workstations in service at all OMEC site. The site includes the Chicago Police Department, The Chicago Fire Department, 911 Center, Chicago Training Center, The 911 Center, and The Chicago development testing lab. The workstations will be refreshed an upgraded via Vista VESTA DMS 3.0, SP4, VESTA –View 1.2, and TPI. This modification will cover all workstation upgrades and maintenance for two years I am BC is reviewing this option to continue with services until a new contract is awarded the requisition 288770 specification number 1178850.
Impact of denial	Operations would cease, officer’s safety would be at risk.
Section III. Issue a Request for Services to a Master Consulting Agreement	
Complete this section if you want to issue a request for services to a Master Consulting Agreement	
Value of planned task order request	
Expiration date of planned task order request	
Scope of services	
Justification of need to issue request for services	
Impact of denial	
Section IV: Assessment of Office of Budget and Management Analyst	
Approve/Deny	Approve
OBM Analyst Initials	KMS 2/24
OBM Analyst Name/number	Kevin Schuster - 4-8924

INSURANCE REQUIREMENTS
Office of Emergency Management and Communications
911 System Network Replacement and Maintenance Services
AT&T Corp

A. INSURANCE REQUIRED

Contractor must provide and maintain at Contractor's own expense, during the term of the Agreement and during the time period following expiration if Contractor is required to return and perform any work, services, or operations, the insurance coverages and requirements specified below, insuring all work, services, or operations related to the Agreement.

1) Workers Compensation and Employers Liability (Primary and Umbrella)

Workers Compensation Insurance, as prescribed by applicable law covering all employees who are to provide a service under this Agreement and Employers Liability coverage with limits of not less than \$1,000,000 each accident; \$1,000,000 disease-policy limit and \$1,000,000 disease-each employee, or the full per occurrence limits of the policy, whichever is greater. Coverage shall include but not be limited to: other states endorsement, alternate employer and voluntary compensation endorsement, when applicable.

Contractor may use a combination of primary and excess/umbrella policy/policies to satisfy the limits of liability required herein. The excess/umbrella policy/policies must provide the same coverages/follow form as the underlying policy/policies.

2) Commercial General Liability (Primary and Umbrella)

Commercial General Liability Insurance or equivalent must be maintained with limits of not less than \$5,000,000 per occurrence, or the full per occurrence limits of the policy, whichever is greater, for bodily injury, personal injury, and property damage liability. Coverages must include but not be limited to the following: All premises and operations, products liability and completed operations, separation of insureds, defense, and contractual liability (not to include Endorsement CG 21 39 or equivalent).

The City must be provided additional insured status with respect to liability arising out of Contractor's work, services or operations performed on behalf of the City. The City's additional insured status must apply to liability and defense of suits arising out of Contractor's acts or omissions, whether such liability is attributable to the Contractor or to the City on an additional insured endorsement form acceptable to the City. The full policy limits and scope of protection also will apply to the City as an additional insured, even if they exceed the City's minimum limits required herein. Contractor's liability insurance must be primary without right of contribution by any other insurance or self-insurance maintained by or available to the City.

Contractor may use a combination of primary and excess/umbrella policy/policies to satisfy the limits of liability required herein. The excess/umbrella policy/policies must provide the same coverages/follow form as the underlying policy/policies.

3) Automobile Liability (Primary and Umbrella)

When any motor vehicles (owned, non-owned and hired) are used in connection with work, services, or operations to be performed, Automobile Liability Insurance must be maintained by the Contractor with limits of not less than \$5,000,000 per occurrence, or the full per occurrence limits of the policy, whichever is greater, for bodily injury and

property damage and covering the ownership, maintenance, or use of any auto whether owned, leased, non-owned or hired used in the performance of the work or services. The City is to be added as an additional insureds on a primary, non-contributory basis.

Contractor may use a combination of primary and excess/umbrella policy/policies to satisfy the limits of liability required herein. The excess/umbrella policy/policies must provide the same coverages/follow form as the underlying policy/policies.

4) Excess/Umbrella

Excess/Umbrella Liability Insurance must be maintained with limits of not less than \$5,000,000 per occurrence, or the full per occurrence limits of the policy, whichever is greater. The policy/policies must provide the same coverages/follow form as the underlying Commercial General Liability, Automobile Liability, Employers Liability and Completed Operations coverage required herein and expressly provide that the excess or umbrella policy/policies will drop down over reduced and/or exhausted aggregate limit, if any, of the underlying insurance. The Excess/Umbrella policy/policies must be primary without right of contribution by any other insurance or self-insurance maintained by or available to the City.

Contractor may use a combination of primary and excess/umbrella policies to satisfy the limits of liability required in sections A.1, A.2, A.3 and A.4 herein.

5) Error & Omissions/Professional Liability

When any system technician, data base administrator, systems administrator, project managers or EDP professionals including but not limited to system programmers, hardware and software designers/consultants or other professional consultants perform work or Services in connection with this Agreement, Professional Liability Insurance covering acts, errors or omissions must be maintained with limits of not less than \$5,000,000. Coverage must include but not limited to Technology Errors and Omissions, performance of or failure to perform other computer services and failure of 911 System software 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 Services on the Agreement. A claims-made policy which is not renewed or replaced must have an extended reporting period of Three 3 years.

6) All Risk Property/Installation Insurance (When Applicable)

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

Contractor is responsible for all loss or damage to City property including materials, parts or supplies at full replacement cost incurred during inspection installation, modification, maintenance and/or repairs to the 911 System equipment while in the care, custody and control of the Contractor or loss to any other City property as a result of the Agreement

7) Cyber Liability (If Applicable)

Cyber Liability Insurance must be maintained with limits of not less than \$10,000,000 for each occurrence or claim. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Contractor in this Contract and must include, but not be limited to the following: privacy violations, information theft, release of private information, extortion and network security, breach response coverage and cost, regulatory liability including fines and penalties and credit monitoring expenses, denial or loss of service, unauthorized access to or use of computer systems, no exclusion/restriction for unencrypted portable devices/media may be on the policy and introduction, implantation and/or spread of malicious software code and property damage liability in an amount to cover the full replacement value of damage to alteration of, loss of, or destruction of electronic data and/or information property of the City that will be in the care, custody, or control of the Contractor must be included. The City must be an indemnified party or additional insured. Should the City be named as an additional insured and the policy contains an insured vs insured exclusion, the exclusion must be amended and not be applicable to the City

B. Additional Requirements

Evidence of Insurance. Contractor must furnish the City of Chicago, Department of Procurement Services, City Hall Room 806, 121 North LaSalle, Chicago, IL. 60602, and Office of Emergency Management & Communications, 1411 W. Madison St. Chicago, 60607 original certificates of insurance and additional insured endorsement, or other evidence of insurance, to be in force on the date of this Agreement, and renewal certificates of Insurance and endorsement, or such similar evidence, if the coverages have an expiration or renewal date occurring during the term of this Agreement. Contractor must submit evidence of insurance prior to execution of Agreement. The receipt of any certificate does not constitute agreement by the City that the insurance requirements in the Agreement have been fully met or that the insurance policies indicated on the certificate are in compliance with all requirements of Agreement. The failure of the City to obtain, nor the City's receipt of, or failure to object to a non-complying insurance certificate, endorsement or other insurance evidence from Contractor, its insurance broker(s) and/or insurer(s) will not be construed as a waiver by the City of any of the required insurance provisions. Contractor must advise all insurers of the Agreement provisions regarding insurance. The City in no way warrants that the insurance required herein is sufficient to protect Contractor for liabilities which may arise from or relate to the Agreement. The City reserves the right to obtain complete, certified copies of any required insurance policies at any time.

Failure to Maintain Insurance. Failure of the Contractor to comply with required coverage and terms and conditions outlined herein will not limit Contractor's liability or responsibility nor does it relieve Contractor of the obligation to provide insurance as specified in this Agreement. Nonfulfillment of the insurance conditions may constitute a violation of the Agreement, and the City retains the right to suspend this Agreement until proper evidence of insurance is provided, or the Agreement may be terminated.

Notice of Material Change, Cancellation or Non-Renewal. Contractor must provide for sixty (60) days prior written notice to be given to the City in the event coverage is substantially changed, canceled or non-renewed and ten (10) days prior written notice for non-payment of premium

Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions on referenced insurance coverages must be borne by Contractor.

Waiver of Subrogation. Contractor hereby waives its rights and its insurer(s)' rights of and agrees to require their insurers to waive their rights of subrogation against the City under all required insurance herein for any loss arising from or relating to this Agreement. Contractor

agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City received a waiver of subrogation endorsement for Contractor's insurer(s).

Contractors Insurance Primary. All insurance required of Contractor under this Agreement shall be endorsed to state that Contractor's insurance policy is primary and not contributory with any insurance carrier by the City.

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

No Contribution by City. Any insurance or self-insurance programs maintained by the City do not contribute with insurance provided by Contractor under this Agreement.

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

Insurance and Limits Maintained. If Contractor maintains higher limits and/or broader coverage than the minimums shown herein, the City requires and shall be entitled the higher limits and/or broader coverage maintained by Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

Joint Venture or Limited Liability Company. 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.

Other Insurance obtained by Contractor. If Contractor desires additional coverages, the Contractor will be responsible for the acquisition and cost.

Insurance required of Subcontractors. Contractor shall name the Subcontractor(s) as a named insured(s) under Contractor's insurance or Contractor will require each Subcontractor(s) to provide and maintain Commercial General Liability, Commercial Automobile Liability, Worker's Compensation and Employers Liability Insurance and when applicable Excess/Umbrella Liability Insurance with coverage at least as broad as in outlined in Section A, Insurance Required. The limits of coverage will be determined by Contractor. Contractor shall determine if Subcontractor(s) must also provide any additional coverage or other coverage outlined in Section A, Insurance Required. Contractor is responsible for ensuring that each Subcontractor has named the City as an additional insured where required and name the City as an additional insured on an endorsement form at least as broad and acceptable to the City. Contractor is also responsible for ensuring that each Subcontractor has complied with the required coverage and terms and conditions outlined in this Section B, Additional Requirements. When requested by the City, Contractor must provide to the City certificates of insurance and additional insured endorsements or other evidence of insurance. The City reserves the right to obtain complete, certified copies of any required insurance policies at any time. Failure of the Subcontractor(s) to comply with required coverage and terms and conditions outlined herein will not limit Contractor's liability or responsibility.

City's Right to Modify. Notwithstanding any provisions in the Agreement to the contrary, the City, Department of Finance, Risk Management Office maintains the right to modify, delete, alter or change these requirements.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/09/2020

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

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

PRODUCER Marsh USA Inc. 701 Market Street, Suite 1100 St. Louis, MO 63101 Attn: ATT.CertRequest@marsh.com		CONTACT NAME: US Centralized Services	
CN103150778-GAW-CRT-19-20 N Y Y		PHONE (A/C, No, Ext): 866-868-4664	FAX (A/C, No):
		E-MAIL ADDRESS: Att.CertRequest@marsh.com	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A : Old Republic Insurance Company	NAIC # 24147
		INSURER B :	
		INSURER C :	
		INSURER D :	
		INSURER E :	
		INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** CHI-007337614-31 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			MWZY 31363619	06/01/2019	06/01/2020	EACH OCCURRENCE \$ 10,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ N/A PERSONAL & ADV INJURY \$ 10,000,000 GENERAL AGGREGATE \$ 15,000,000 PRODUCTS - COMP/OP AGG \$ 10,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY			MWTB 31363519 MWZX 31363719 (MI)	06/01/2019 06/01/2019	06/01/2020 06/01/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 10,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			MWC 31363819 (AOS)	06/01/2019	06/01/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Excess Workers' Compensation / Employers' Liability			MWXS 31363919 (OH, WA) See Second Page	06/01/2019	06/01/2020	EL Each Accident / EL Disease 1,000,000 EL Disease-Policy Limit 1,000,000

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

The City of Chicago is/are included as Additional Insured under the General Liability and Automobile Liability policies but only with respect to the requirements of the contract between the Certificate Holder and the Insured. This insurance is primary with respect to the interest of the Additional Insured and any other insurance maintained by Additional Insured is excess and non-contributory with this insurance. Waiver of Subrogation is provided for General Liability, Automobile Liability and Workers' Compensation as required by written contract and allowable by law.

CERTIFICATE HOLDER

CANCELLATION

City of Chicago
Attn: Department of Procurement
City Hall, Room 806
121 N. LaSalle
Chicago, IL 60602

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
of Marsh USA Inc.

Manashi Mukherjee



ADDITIONAL REMARKS SCHEDULE

AGENCY Marsh USA Inc.		NAMED INSURED AT&T Corp. One AT&T Plaza 208 South Akard Room 1820 Dallas, TX 75202	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

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

Excess Workers' Compensation -MWXS 31363919 (OH-WA)
 Self Insured Retentions
 OH & WA - \$500,000,000 (except Terrorism)
 OH & WA - \$600,000,000 Terrorism

 Excess Automobile Liability - MWZX MWZX 31363719 (MI)
 Combined Single Limit - \$1,000,000
 Self Insured Retention - \$1,000,000



CERTIFICATE OF FILING FOR
CITY OF CHICAGO ECONOMIC DISCLOSURE STATEMENT

EDS Number: 149816

Certificate Printed on: 02/27/2020

Date of This Filing:02/27/2020 03:33 PM

Original Filing Date:02/27/2020 03:33 PM

Disclosing Party: AT&T Corp.

Filed by: Dominic Savone

Title:Sales Manager

Matter: Sole Source 2 Year Extension - 14026

Applicant: AT&T Corp.

Specification #:

Contract #: 14026

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

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



Good Faith Effort Plan

Prepared by:



AT&T Supplier Diversity
2020

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Good Faith Effort

AT&T is submitting this Good Faith Effort Plan ("Plan") in compliance with City of Chicago, "CITY", Minority and Women-Owned Business (M/WBE) Certification Program. We understand that bidders are required to make every good faith effort to ensure that certified M/WBE's in the relevant "CITY" geographic market have the maximum opportunity to participate in requests for proposals for contracts. This Plan provides information regarding how the AT&T Supplier Diversity Programs complies with these requirements.

AT&T understands that the CITY has established goals of 25% for Minority Owned Business Enterprise (MBE) and 5% for Women Owned Business Enterprise (WBE) Participation goal. Initially the CITY granted AT&T established goals of 20% for Minority Owned Business Enterprise (MBE) and 10% for Women Owned Business Enterprise (WBE) Participation goal. These goals will be met with Indirect Participation. The services and products are with the pre-existing equipment and established services. There will not be opportunity for direct participation. However, AT&T has a robust program of working with diverse businesses within the State of IL. This will allow AT&T to fulfill the goals through Indirect Participation. **The 10% WBE goals will be fully met with Archon Construction (Archon) through Indirect Participation.** Archon has successfully worked with AT&T on numerous projects providing excellent services and products.

1. The 20% MBE goals for Indirect Participation cannot be met at this time. Please provide an extension for selecting a City of Chicago certified diverse company. Currently, there is one company that can meet the needs. However, this company has a State of IL Business Enterprise Program (BEP). They are working to get the City of Chicago certification. Currently, this has not happened as of yet.
2. The 20% MBE goals for Indirect Participation could be fulfilled by WBE. Please provide approval for the full 30% to be met with WBE. AT&T has a robust subcontracting program with City of Chicago certified WBE. These companies range in services from Underground Utilities, Marketing and Telecommunication services.

AT&T will comply with the CITY's M/WBE program by demonstrating a good faith effort through the utilization of DBEs in all aspects of our business in support of the AT&T telecommunications, cellular and data networks. These utilization opportunities include suppliers who provide products and services in support of all our customers and, therefore, are not limited to this proposal. There will be indirect diverse business participation within this proposal. Supplier diversity is a critical initiative of AT&T's business strategy and a key component of the company's plan to deliver the best products and services to its customers

INTRODUCTION

As AT&T marks the 52ND year of our Global Supplier Diversity initiative, we celebrate a proud legacy of supplier diversity excellence. In 1968, AT&T employees began carving supplier diversity into the very fabric of our corporate culture and it has remained a part of our DNA. AT&T's Global Supplier Diversity initiative continues to be exceptional, innovative and proactive. Through years of dramatic change in our industry, AT&T has been steadfast in including small, minority, women and disabled veteran business enterprises in our supply chain. We were steadfast in our efforts even before inclusion was popular. From the historic breakup of classic AT&T in 1984, through consecutive mergers and acquisitions in the past

decade, through supply chain consolidations and industry transformations, AT&T has demonstrated the epitome of commitment to supply chain inclusion.

Supplier diversity is a critical initiative of AT&T's business strategy and a key component of the company's plan to deliver the best products and services to its customers. We look for opportunities to work with diversity suppliers in all aspects of our business - from advertising to central office engineering, computers, outside plant construction and network provisioning. Our goal is to procure 21.5% of our products and services from MBE, WBE and M/WBE concerns. In 2020, AT&T spent over \$14 billion with diverse suppliers, representing more than 28% of its total procurement base. AT&T is a member of the Billion Dollar Roundtable, a supplier diversity think tank of corporations that spends more than \$1 billion annually with diverse companies. Only 18 companies qualify at this level.

DIVERSITY SPEND IN IL

Table 1. 3 year spend with Diverse Suppliers in IL

	2017	2018	2019
MBE	\$1,174,211	\$1,177,465	\$848,687
WBE	\$8,797,523	\$11,114,999	\$12,539,472
TOTAL	\$9,971,734	\$12,292,464	\$13,388,160

AT&T has been working on increasing spend with diverse businesses through Tier I & Tier II spend. These companies have proven diversity certifications from nationally recognized companies.

There was an initiative in 2015 to increase the WBE spend in IL. That has resulted in the increase of Women owned businesses. With great dismay, our MBE spend in IL has decrease with the dissolution of some company as well as some programs within AT&T. AT&T has been creating more programs and seeking more cooperation with Tier I suppliers to increase subcontracting.

AT&T BELIEVES CHICAGO: SPECIALIZED PROGRAM

AT&T conducted a specialized event to recruit diverse businesses and minority employee initiative. On August 22, 2019, AT&T Supplier Diversity, in conjunction with AT&T EA Illinois, and AT&T HR, conducted the AT&T Believe Chicago Supplier Diversity Day. The event was held at the Malcolm X Community College in Chicago Illinois.

This event results in a full day of activities ranging from Matchmaking events with diverse businesses to job fairs. AT&T Believes Chicago resulted in

- three (3) diverse businesses that have become AT&T Prime Suppliers,
- Nine (9) applicants received Call Center offers while fourteen (14) candidates are under review for future Chicago job openings

This event was fully attended by AT&T and their respective department heads and specialist including but not limited to AT&T Vice Presidents, Supplier Diversity, External Affairs, and Human Resources. Nineteen (19) Community Organizer also attended and provide input to make this a successful event.

AT&T 'S SUPPLIER DIVERSITY PROGRAM

The AT&T Supplier Diversity Program's methods and procedures have been ISO9000 certified and included industry-best practices. One of the quality processes that have been integrated into the program is a method for early (and ongoing) identification, qualification, and certification of DBEs in advance of potential (or actual) projects. This process enables early involvement of diversity firms in any project life cycle, to maximize quality and integrate DBEs into supply chain strategies. The AT&T supplier intake and follow up processes are a subset of our overall Supplier Diversity program, which includes redirecting prospective suppliers to the appropriate business development manager for assessment of valid business matches. The process continues to evolve to reflect CITY-of-the-art business tools; e.g., web-based or e-marketing processes.

PROGRAM ADMINISTRATION

Name: Jalayna Bolden

Title: Director – AT&T Services, Inc., Supplier Diversity Programs

Address: 208 S Akard St Dallas, TX 75202

Email: jb8789@att.com

Telephone: (903)910-4048

GOALS

AT&T has established separate percentage goals for each of the following classifications. Also included in the table below is a CITY of the total dollars planned to be subcontracted within each category.

TYPE	WHOLE DOLLARS	PERCENT
TOTAL PURCHASING BASE	\$55,373,444,474	100.00%
MINORITY BUSINESS ENTERPRISE (MBE)	\$11,915,680,054	21.52%
WOMEN-OWNED BUSINESS (WBE)	\$3,386,666,006	6.12%
DISABLED VETERAN BUSINESS ENTERPRISE (SM/WBE)	\$232,343,504	0.42%

METHODS USED TO IDENTIFY SOURCES FOR SOLICITATION PURPOSES

- Develop and maintain profiles of MBE, WBE, and M/WBE concerns to better enable us to refer them to contract managers for possible purchasing opportunities
- Attend or arrange for the attendance of company managers at Business Opportunity Workshops, Minority Business Enterprise Seminars, Trade Fairs, etc.
- Seek sources from local, regional or national minority councils; local or CITY government and professional certifying agencies, and the CCR Dynamic Small Business Search System in the determination process.

- Advertise in trade publications as well as minority publications to reach potential suppliers.

PRODUCTS AND SERVICES PURCHASED

AT&T endeavors to purchase from MBE, WBE, and M/WBE concerns those products that support the needs of AT&T as a telecommunications company. Included are all telecommunications related products and services used in the process of providing service to our customers. Also included are those products and services necessary for the day-to-day operation of AT&T.

Examples of the principal types of telecommunications products and services subcontracted to MBE, WBE, and M/WBE concerns are outlined in the following table:

Description	NAICS Major Category	MBE	WBE	M/WBE
Advertising, Marketing, Print	322233, 422110, 511140, 541810, 541840	X	X	X
Business & Professional Services	522110, 523110, 524113, 524114, 524292, 524210, 541110, 541214, 541219	X	X	X
Fleet Equipment/Services	421110, 441110, 447910, 532111, 532112, 532120, 811111	X	X	X
HR/Benefits	524113, 524210, 524292	X	X	X
IT - Hardware, Software & Svcs	334111, 334112, 334119	X	X	X
Enterprise Equipment & Services	334210	X	X	X
Office Suppliers/Office Equipment	421420, 421430, 453210	X	X	X
Other Communications Equip & Svcs	234920	X	X	X
Outside Plant Materials	235110	X	X	X
Outside Plant Services	234920, 541330	X	X	X
Real ECITY	233310, 233320, 235110, 337214, 421210, 561612	X	X	X
Switching/Network Operating Support	334210	X	X	X
Training/Staffing	541511, 561310, 561320	X	X	X
Transport/Broadband	334210	X	X	X
Transportation	488510, 488991	X	X	X
Travel	561510, 721110	X	X	X



FOR NON-CONSTRUCTION PROJECTS ONLY

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

Project Name: 911 System Network Replacement and Maintenance Svc Specification No.: 47928

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

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

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

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

Archon Construction provides Underground Utilities Services (Indirect Participation)

The above described performance is offered for the following price and described terms of payment:

\$1,400,000 10% standard payment terms

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

SUB-SUBCONTRACTING LEVELS

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

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

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

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

One or more owners or principals of the Prime Contractor () does / (X) does not have an ownership interest in the undersigned. Provide names of such individuals and their respective ownership percentages, or indicate "none." Attach additional sheets if necessary:

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

NOTICE: THIS SCHEDULE AND ATTACHMENTS REQUIRE ORIGINAL SIGNATURES.

(Signature of President/Owner/CEO or Authorized Agent of MBE/WBE) (Date) 2/27/2020

Kevin Ray - IT (Name/Title-Please Print)

Kevin@archon.construction (630) 485-0015 (Email & Phone Number)





FOR
NON-CONSTRUCTION
PROJECTS ONLY

SCHEDULE C-1

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

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

Archon Construction provides Underground Utilities Services (Indirect Participation)

The above described performance is offered for the following price and described terms of payment:
\$4,200,000 30% standard payment terms

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

SUB-SUBCONTRACTING LEVELS

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

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

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

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

One or more owners or principals of the Prime Contractor () does / (X) does not have an ownership interest in the undersigned. Provide names of such individuals and their respective ownership percentages, or indicate "none." Attach additional sheets if necessary: _____

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

NOTICE: THIS SCHEDULE AND ATTACHMENTS REQUIRE ORIGINAL SIGNATURES.

[Signature] (Signature of President/Owner/CEO or Authorized Agent of MBE/WBE) 2/27/2020 (Date)

Kevin Ray -IT
(Name/Title-Please Print)

Kevin@archon.construction (630) 485-0015
(Email & Phone Number)





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

**FOR
NON-CONSTRUCTION
PROJECTS ONLY**

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

Project Name: 911 System Network Replacement and Maintenance Svc

Specification No.: 47928

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

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

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

I. Direct Participation of MBE/WBE Firms:

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

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

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

1. Name of MBE/WBE: _____

Address: _____

Contact Person: _____

Phone Number: _____

Dollar Value of Participation \$ _____

Percentage of Participation % _____

Mentor Protégé Agreement (attach executed copy): () Yes () No Add'l Percentage Claimed:¹ _____%

Total Participation % _____

2. Name of MBE/WBE: _____

Address: _____

Contact Person: _____

¹ The Prime Contractor may claim an additional 0.5 percent participation credit (up to a maximum of five (5) percent) for every one (1) percent of the value of the contract performed by the MBE/WBE protégé firm.

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

Phone Number: _____

Dollar Value of Participation \$ _____

Percentage of Participation % _____

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

Total Participation % _____

3. Name of MBE/WBE: _____

Address: _____

Contact Person: _____

Phone Number: _____

Dollar Value of Participation \$ _____

Percentage of Participation % _____

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

Total Participation % _____

4. Name of MBE/WBE: _____

Address: _____

Contact Person: _____

Phone Number: _____

Dollar Value of Participation \$ _____

Percentage of Participation % _____

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

Total Participation % _____

5. Attach Additional Sheets as Needed

II. Indirect Participation of MBE/WBE Firms

NOTE: This section need not be completed if the MBE/WBE goals have been met through the direct participation outlined in Section I. If the MBE/WBE goals have not been met through direct participation, Contractor is required to demonstrate Good Faith Efforts pursuant to the MBE/WBE Special Conditions in a request for a waiver or reduction of MBE/WBE goals. Indirect participation may be considered as part of such Good Faith Efforts in support of the requested waiver or reduction.

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

1. Name of MBE/WBE: Archon Construction

Address: 1700 W Armitage Ct, Addison, IL 60101

Contact Person: Kevin Ray

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

Phone Number: (630) 485-0015

Dollar Value of Participation \$ 1,400,000

Percentage of Participation % 10

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

Total Participation % 10

2. Name of MBE/WBE: _____

Address: _____

Contact Person: _____

Phone Number: _____

Dollar Value of Participation \$ _____

Percentage of Participation % _____

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

Total Participation % _____

3. Name of MBE/WBE: _____

Address: _____

Contact Person: _____

Phone Number: _____

Dollar Value of Participation \$ _____

Percentage of Participation % _____

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

Total Participation % _____

4. Name of MBE/WBE: _____

Address: _____

Contact Person: _____

Phone Number: _____

Dollar Value of Participation \$ _____

Percentage of Participation % _____

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

Total Participation % _____

5. Attach Additional Sheets as Needed

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

III. Summary of MBE/WBE Proposal

A. MBE Proposal (Direct & Indirect)

1. MBE Direct Participation

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

2. MBE Indirect Participation

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

B. WBE Proposal (Direct & Indirect)

1. WBE Direct Participation

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

2. WBE Indirect Participation

WBE Firm Name	Dollar Amount Participation (\$)	Percent Amount Participation (%)
Archon Construction	\$1,400,000	10%
Total Indirect WBE Participation	\$1,400,000	10%

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

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

Stacy Mobley

(404) 817-2299

(Name- Please Print or Type)

(Phone)

One or more owners or principals of the Prime Contractor () does / (✓) does not have an ownership interest in any MBE or WBE listed in this Schedule D. Provide names of such individuals and their respective ownership percentages, and identify the MBE/WBE firms in which such ownership is held, or indicate "none." Add additional sheets if necessary:

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

AT&T Corp

(Name of Prime Contractor - Print or Type)

State of: ILLINOIS

Keneese McNamer

(Signature)

County of: WILL

Keneese McNamer/CLIENT SOLUTIONS EXECUTIVE 3 SLED

(Name/Title of Affiant - Print or Type)

2/28/2020

(Date)

On this 28 day of FEB, 2020, the above signed officer KENESE M. MCNAMEER (Name of Affiant)

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

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

Kalysia D. Lackings

(Notary Public Signature)

SEAL:



Commission Expires: MAY 19, 2023



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

FOR
NON-CONSTRUCTION
PROJECTS ONLY

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

Project Name: 911 System Network Replacement and Maintenance Svc

Specification No.: 47928

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

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

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

I. Direct Participation of MBE/WBE Firms:

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

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

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

1. Name of MBE/WBE: _____

Address: _____

Contact Person: _____

Phone Number: _____

Dollar Value of Participation \$ _____

Percentage of Participation % _____

Mentor Protégé Agreement (attach executed copy): () Yes () No Add'l Percentage Claimed:¹ _____%

Total Participation % _____

2. Name of MBE/WBE: _____

Address: _____

Contact Person: _____

¹ The Prime Contractor may claim an additional 0.5 percent participation credit (up to a maximum of five (5) percent) for every one (1) percent of the value of the contract performed by the MBE/WBE protégé firm.

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

Phone Number: _____

Dollar Value of Participation \$ _____

Percentage of Participation % _____

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

Total Participation % _____

3. Name of MBE/WBE: _____

Address: _____

Contact Person: _____

Phone Number: _____

Dollar Value of Participation \$ _____

Percentage of Participation % _____

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

Total Participation % _____

4. Name of MBE/WBE: _____

Address: _____

Contact Person: _____

Phone Number: _____

Dollar Value of Participation \$ _____

Percentage of Participation % _____

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

Total Participation % _____

5. Attach Additional Sheets as Needed

II. Indirect Participation of MBE/WBE Firms

NOTE: This section need not be completed if the MBE/WBE goals have been met through the direct participation outlined in Section I. If the MBE/WBE goals have not been met through direct participation, Contractor is required to demonstrate Good Faith Efforts pursuant to the MBE/WBE Special Conditions in a request for a waiver or reduction of MBE/WBE goals. Indirect participation may be considered as part of such Good Faith Efforts in support of the requested waiver or reduction.

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

1. Name of MBE/WBE: Archon Construction

Address: 1700 W Armitage Ct, Addison, IL 60101

Contact Person: Kevin Ray

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

Phone Number: (630) 485-0015

Dollar Value of Participation \$ 4,200,000

Percentage of Participation % 30

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

Total Participation % 30

2. Name of MBE/WBE: _____

Address: _____

Contact Person: _____

Phone Number: _____

Dollar Value of Participation \$ _____

Percentage of Participation % _____

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

Total Participation % _____

3. Name of MBE/WBE: _____

Address: _____

Contact Person: _____

Phone Number: _____

Dollar Value of Participation \$ _____

Percentage of Participation % _____

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

Total Participation % _____

4. Name of MBE/WBE: _____

Address: _____

Contact Person: _____

Phone Number: _____

Dollar Value of Participation \$ _____

Percentage of Participation % _____

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

Total Participation % _____

5. Attach Additional Sheets as Needed

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

III. Summary of MBE/WBE Proposal

A. MBE Proposal (Direct & Indirect)

1. MBE Direct Participation

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

2. MBE Indirect Participation

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

B. WBE Proposal (Direct & Indirect)

1. WBE Direct Participation

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

2. WBE Indirect Participation

WBE Firm Name	Dollar Amount Participation (\$)	Percent Amount Participation (%)
Archon Construction	\$4,200,000	30%
Total Indirect WBE Participation	\$4,200,000	30%

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

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

Stacy Mobley

(404) 817-2299

(Name- Please Print or Type)

(Phone)

One or more owners or principals of the Prime Contractor () does / (✓) does not have an ownership interest in any MBE or WBE listed in this Schedule D. Provide names of such individuals and their respective ownership percentages, and identify the MBE/WBE firms in which such ownership is held, or indicate "none." Add additional sheets if necessary:

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

AT&T Corp

(Name of Prime Contractor – Print or Type)

State of:

ILLINOIS

Keneese McNamee

(Signature)

County of:

WILL

Keneese McNamee/CLIENT SOLUTIONS EXECUTIVE 3 SLED

(Name/Title of Affiant – Print or Type)

2/28/2020

(Date)

On this 28th day of FEB, 2020, the above signed officer KENESE M. MCNAMER.

(Name of Affiant)

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

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

Kalysha D Lacking

(Notary Public Signature)

SEAL:



Commission Expires: MAY 19, 2023



DEPARTMENT OF PROCUREMENT SERVICES

CITY OF CHICAGO

FEB 23 2016

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

Dear Leta Loizzo:

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

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

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

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

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

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

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

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

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

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

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

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

Sincerely,



Rich Butler
First Deputy Procurement Officer

RB/cm

