



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

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

Department <b>The Office of Emergency Management and Communications</b>	Originator Name <b>Zachary Williams</b>	Telephone <b>312.746.9236</b>	Date <b>May 24, 2018</b>	Signature of Application Author 
Contract Liaison <b>Rosemary McDonnell</b>	Email Contract Liaison <b>rmcdonnell@cityofchicago.org</b>	Telephone <b>312.746.9369</b>		

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

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

Company: AT&T

Contact Person: <b>Dominic Savone</b>	Phone: <b>312.364.6275</b>	Email: <b>ds3972@att.com</b>
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Project Description: The OEMC is requesting a vendor limit increase (VLI) for PO 14026. This VLI is needed to pay outstanding invoices, to memorialize a previously approved VLI, and for an additional one (1) month of service. The OEMC is requesting a vendor limit increase (VLI) of \$ \$5,120,626.81.

This is a request for:	
<input type="checkbox"/> New Contract	<input checked="" type="checkbox"/> Amendment / Modification
<u>Contract Type</u>	
<input type="checkbox"/> Blanket Agreement    Term: ____ (# of mo)	<input type="checkbox"/> Time Extension <input checked="" type="checkbox"/> Vendor Limit Increase <input type="checkbox"/> Scope Change
<input type="checkbox"/> Standard Agreement	Contract Number: <b>14026</b>
	Specification Number: <b>47978</b>
	Modification Number: _____

<b>Department Request Approval</b>  DEPARTMENT HEAD OR DESIGNEE <b>Alicia Tate-Nadeau</b> PRINT NAME	<b>Recommended Approval</b>  BOARD CHAIRPERSON <b>Rich Butler</b> PRINT NAME
5/24/18 DATE	7-19-18 DATE

(FOR NCRB USE ONLY)

Recommend Approval/Date: \_\_\_\_\_

Return to Department/Date: \_\_\_\_\_

Rejected/Date: \_\_\_\_\_

Approved     Rejected

CHIEF PROCUREMENT OFFICER

7/19/18  
DATE



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

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

Justification for Non-Competitive Procurement Worksheet

PROCUREMENT HISTORY

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

On January 18, 2007, the S911 Agreement between the City and AT&T was due to expire in December 31, 2008. An Amendment for a time extension to the contract was granted. The City had to continue the efforts of this one of kind system which had been developed uniquely for OEMC. Consequently, the pinnacle ACD equipment was discontinued and Lucent would no longer support the ACD system which was resident in the Monroe and Canal platform. In an effort to improve efficiencies, enhance public safety and regenerate the S911 System, the City entered into a new Agreement with AT & T under PO#14026. This contract is in place until 6/12/2018 for the City's existing emergency communications technical platform. This is the state of the art E911 technical platform employing Computer Telephony Integration (CTI) and has not been implemented for OEMC's usage. Note that OEMC requested a time extension to July 12, 2018 (Sourcing Requisition 219926) while the OEMC works with DPS on a longer-term time extension and contract modification.

The OEMC began construction on September 11, 2012 to replace the S911 System and was completed in early 2013. The call handling equipment installed is now end of life both from a hardware and operating system perspective. This request includes a vendor limit increase to cover outstanding invoices, a short term time extension, and to memorialize a previously approved vendor limit increase. The OEMC is requesting a vendor limit increase of \$5,120,626.81.

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. The vendor limit increase will allow the OEMC to pay off outstanding invoices and ensure continuity of operations.

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



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services do not lend the opportunity to competitively bid these services.

ESTIMATED COST

1. The total vendor limit increase needed for the contract extension with additional services is \$5,120,626.81.
2. The OEMC requests a vendor limit increase of \$5,120,626.81.  
\$814,706.60 in outstanding invoices  
\$4,045,920.21 that was approved in September 2017. This is included her in order to memorialize it.  
\$260,000 per month for the one (1) month contract time extension: June 12 to July 12, 2018.
3. These costs are based on AT&T's services and costs under PO 14026. The monthly 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 its subcontractor(s). The City has a significant investment in this system.
- 5 The replacement costs for the hardware would likely be considerably more if it were to be purchased from another source, as a significant amount of development work would need to be done by both AT&T and any new potential vendor in addition to the significant cost of the hardware itself. The OEMC is currently working with AT&T on a two (2) year contract extension that includes upgrades to the contract. The upgraded system (pending approval) is the most 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.

SCHEDULE REQUIREMENTS

1. The current call answering equipment used by the 9-1-1 Operations Floor is at end of life. It is running on Windows XP, which is no longer supported by Microsoft, and it is running on old workstations that need replaced. AT&T and the OEMC Project manager determined the upgrade schedule needed in order to maintain current operations during the refresh of the identified hardware and servers. The schedule is as aggressive as possible in order to get the OEMC on upgraded equipment in the quickest possible time. This hardware is proprietary to AT&T, and their staff specialize in all work related to it.
2. This does not apply.
3. All hardware components of the 9-1-1 call answering system will be replaced, beginning as soon as the extension starts. Because the hardware is aging, it is more expensive for the vendor to maintain, it will be important for the vendor to move as fast as possible to maintain each hardware component.
4. This does not apply.

EXCLUSIVE OR UNIQUE CAPABILITY

1. Illinois Bell and Ameritech/AT&T developed the first generation 911 system in 1976. Ameritech/AT&T developed a one of its kind architecture in 1994. AT&T has developed, configured and maintained the S911 System for over 30 years. The system is proprietary and there is no other vendor with the experience to maintain this system. The AT&T staff, along with its subcontractors, are subject matter experts and have unique knowledge of this system.
2. AT&T has staff who are specialists in undertaking this work. No other company can complete the hardware upgrade and refresh.
3. Illinois Bell and Ameritech/AT&T have over 30 years experience with the City's S911 System.
4. The vendor and its' subcontractors possess the ability to fully test all new hardware and system components on site at the OEMC.
5. AT&T was the original designer and installer of the current 9-1-1 call answering system and has been the sole source of maintenance and support of the system over the life of the contract.
6. The hardware being installed and subsequently maintained in the new agreement has been selected by the vendor as the best replacements for the current system that will integrate into the current network environment, which is



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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 upgrade and refresh that is necessary to maintain this system, one that 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.



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

### INSTRUCTIONS FOR PREPARATION OF NON-COMPETITIVE PROCUREMENT APPLICATION

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

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

#### PROCUREMENT HISTORY

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

#### ESTIMATED COST

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

#### SCHEDULE REQUIREMENTS

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

#### EXCLUSIVE OR UNIQUE CAPABILITY

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

#### MBE/WBE COMPLIANCE PLAN

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

#### OTHER

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

#### REVIEW AND APPROVAL

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



OFFICE OF EMERGENCY MANAGEMENT AND COMMUNICATIONS  
CITY OF CHICAGO

**THE OFFICE OF THE EXECUTIVE DIRECTOR**

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

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

DATE: May 22, 2018

SUBJECT: Contract Modification  
Vendor: AT&T  
**Replacement and Maintenance of the OEMC 911 Public Emergency System**  
Contract: 14026 Specification: 47978 Requisition: 180690

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The Office of Emergency Management and Communications (OEMC) respectfully submits this package to the Non-Competitive Review Board (NCRB) for review and approval for a vendor limit increase (VLI) with AT&T, Contract 14026: **Replacement and Maintenance of the OEMC's 911 Public Emergency System**. This request is to add money to pay outstanding invoices, to memorialize a previously approved VLI, and to cover maintenance services for an additional month (through July 12, 2018). This VLI will ensure the contract's continuity of operations.

**HISTORY**

Contract 14026 was awarded on September 1, 2007 for \$27,264,240.00. The current contract expires June 12, 2018. The OEMC presented to the NCRB on May 16, 2018 a Contract Time Extension, VLI, and Scope Modification.

**SCHEDULE OF COMPENSATION**

The OEMC is requesting a Vendor Limit Increase of \$5,120,626.81. The VLI is needed for the following:

1. Outstanding invoices in the amount of \$814,706.60,
2. The amount that was requested and approved in September 2017 was \*\$4,045,920.21. (\*Please note: This amount was approved in FMPS in 2017. We are including this amount here to memorialize it.)



OFFICE OF EMERGENCY MANAGEMENT AND COMMUNICATIONS  
CITY OF CHICAGO

3. Monthly costs under PO 14026, which are \$260,000 per month for a one (1)-month extension (to July 12, 2018).

Total VLI amount is: \$5,210,626.81.

AT&T provides ongoing services on Contract 14026. These include, but are not limited to services for the Cisco Network, Proactive System Monitoring, Hardware Maintenance, Bundled Network Solutions, and Centrex Services. While these costs can fluctuate, the OEMC anticipates spending \$260,000 per month for the one (1)-month time extension (Sourcing Requisition 219926).

**SUPPORTING DOCUMENTATION**

In support of this request, please find the attached:

- 1) Non-Competitive Review Board Application
- 2) DPS Project Checklist
- 3) Approved DPS\_OBM Form
- 4) Contract 14026 Scope of Work: Signed document that notates there is no change in services
- 5) Requisition 180690 (In "Incomplete" Status)
- 6) AT&T's Exclusivity Letter
- 7) AT&T's Compliance Plan
  - a. Subcontractor's Schedule C1 and D1
  - b. Certification Letters
- 8) OEMC Compliance Plan Concurrence Letter
- 9) Professional Services Insurance Requirements
- 10) AT&T's Certificate of Insurance
  - a. AT&T's Clarification Letter for Insurance
- 11) Economic Disclosure Statement

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

Enclosure(s)

Cc: Frank Lindbloom, Administration  
Lisa Clark, Contracts  
Lylianis Gonzalez, Contracts  
Zachary Williams, PSIT

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

**Date:** May 24, 2018

**Department Name:**  
Office of Emergency Management and Communications

**Requisition No:** 180690      **Specification No:** 47978

**PO No:** 14026      **Modification No:**

**Contract Liaison:**  
Rosemary McDonnell

**Telephone:**  
312.746.9369

**Email:**  
rmdonnell@cityofchicago.org

**Project / Program Manager:**  
Zachary Williams

**Telephone:**  
312.746.9236

**Email:**  
zachary.williams@cityofchicago.org

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

**Note**

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

**\*Contract Liaison Signature**

*[Signature]*

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

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

**Project Description:** The OEMC requests a vendor limit increase of \$5,120,626.81 for PO 14026. The VLI will cover outstanding invoices and memorialize a previously approved VLI.

**Funding:**

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

LINE	FY	FUND	DEPT	ORGN	APPR	ACTV	PROJECT	RPTG	ESTDOLLAR AMOUNT
1	18	0353	58	4125	0189	220189			2281127.82
2	18	0353	58	4125	0197	220197			2839498.99

**Check One:**

New Contract Request

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

**\*Project / Program Manager Signature**

*[Signature]*

**\*Commissioner/Authorized Designee Signature**

*[Signature]*

**Purchase Order Type:**

Blanket/Purchase Order (DUR)

Master Consultant Agreement (Task Order)

Standard/One-Time Purchase

**Special Approvals Required:**

Emergency

Non-Competitive Review Board (NCRB)

Request for Individual Contract Services

Information Technology Governance Board (ITGB)

IDOT Concurrence

**Purchase Order Information:**

**Contract Term (No. of Months):** 60

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

**Estimated Spend/Value:** \$ 5,120,626.81

**Grant Commitment / Expiration Date:**

**Pre-Bid/Submittal Conference:**  Yes  No

Mandatory       Site Visit

**Procurement Method:**

Bid     RFP     RFQ     RFI

Small Order

**Contract Type:**

Architect Engineering     Commodity     Construction     JOC     SBI

Professional Services     Revenue Generating     Vehicle & Heavy Equipment

Work Service     Joint Procurement     Reference Contract

**Modification or Amendment**

**Modification Information:**

**PO Start Date:** 9/1/2007

**PO End Date:** 6/12/2018

**Amount (Increase/Reduction):** 5120626.81

**Safety Enhancing Vehicle Equipment (MCC 2-92-597) Yes \_\_\_ No**

**Modification/Amendment Type:** 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



<b>Section I: General Contract Information</b>	
Department Name	Office of Emergency Management and Communications (OEMC)
Department Contact Name	Rosemary McDonnell
Department Contact Number	312.746.9369
Department Contact Email	<a href="mailto:Rmcdonnell@cityofchicago.org">Rmcdonnell@cityofchicago.org</a>
Contract Number	14026
Contract Subject Name	Replacement and Maintenance of the OEMC 911 Public Emergency Systems
Contract Initiation Date	February 1, 2007
Original Contract Amount	\$27,264,240
Original Contract Expiration Date	September 12, 2017
Budgeted amount for current year	<p>The OEMC anticipates these costs for this vendor limit increase.</p> <ol style="list-style-type: none"> <li>1. \$814,706.60 in outstanding invoices</li> <li>2. *\$4,045,920.21 that was requested (and approved) in September 2017. (Note: this amount was approved in FMPS in 2017. We are including this amount here to memorialize it).</li> <li>3. Monthly costs under PO 14026: \$260,000 per month for 1 month.</li> </ol> <p>Total VLI: \$5,120,626.81</p>
Year to date expenditure	\$1,438,385.23
Are funds	<input checked="" type="checkbox"/> Operating <input type="checkbox"/> Capital <input type="checkbox"/> TIF <input type="checkbox"/> Grant
What is the funding strip?	<p>18.0353.58.4125.0189.220189: \$2,281,127.82</p> <p>18.0353.58.4125.0197.220197: \$2,839,498.99</p> <p>Total: \$5,120,626.81</p>
If contract modification or task request is approved, will department have enough funds to cover new expenditure?	Yes. These additional funds will cover outstanding invoices and ongoing costs under PO 14026.

<p>If no, what is the plan to address the short fall?</p>	
<p><b>Section II: Contract Modifications</b></p>	
<p>Complete this section if you are modifying the value of an existing contract.</p>	
<p>Contract Value Increase</p>	<p>\$5,120,626.81</p>
<p>New total contract amount</p>	<p>The current PO limit is \$35,581,080.21. Upon approval from our first vendor limit increase of \$15,240,000, the new PO limit will be \$50,821,080.21. The OEMC presented to the Non-Competitive Review Board (NCRB) on May 16, 2018. This is our second vendor limit increase amendment request. This request includes paying outstanding invoices, paying for one month of maintenance, and memorializing a previously approved vendor limit increase.</p> <p>*As noted above, \$4,045,920.21 has already been added to PO 14026 and the contract limit. We are including this amount in our paperwork to memorialize it but it will not be added to the contract limit since it already has. Removing this amount, the new PO limit will be \$51,895,786.81.</p>
<p>New contract expiration date</p>	<p>The OEMC previously submitted paperwork to the Non-Competitive Review Board (NCRB) for a 24-month contract extension (Sourcing Requisition # 199976). We presented to the NCRB on May 16, 2018. Upon approval, our new contract expiration date will be June 12, 2020.</p>
<p>Goods/services provided by this contract</p>	<p>AT&amp;T is responsible for the design, engineering, acquisition, construction management, installation, implementation, and testing of the E-9-1-1 System. This also includes training, warranty management, retrofitting or replacing operator consoles, project management services, and the continual monitoring and maintenance of the respective systems.</p>
<p>Justification of need to modify this contract</p>	<p>The OEMC requires additional funds for contract continuity of services. These funds will cover outstanding invoices, cover services for one (1) additional month, and memorialize a previously approved vendor limit increase.</p>
<p>Impact of denial</p>	<p>The current system is old and these upgrades are needed in order to ensure continuity of operations under this contract. The system will be severely impacted</p>
<p><b>Section III. Issue a Request for Services to a Master Consulting Agreement</b></p>	

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	
<b>Section IV: Assessment of Office of Budget and Management Analyst</b>	
Approve/Deny	Approved
OBM Analyst Initials	
OBM Analyst Name/number	Erik Colon 312-744-9437

**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



May 18, 2018

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

Subject: AT&T Insurance Policy

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

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

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

We look forward to your favorable reply.

Sincerely,

A handwritten signature in black ink, appearing to be 'DS', written over a horizontal line.

Dominic Savone





**ADDITIONAL REMARKS SCHEDULE**

<b>AGENCY</b> Marsh USA Inc.		<b>NAMED INSURED</b> SBC Internet Services, Inc. One AT&T Plaza 208 South Akard Room 1830 06 Dallas, TX 75202	
<b>POLICY NUMBER</b>		<b>EFFECTIVE DATE:</b>	
<b>CARRIER</b>	<b>NAIC CODE</b>		

**ADDITIONAL REMARKS**

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

Excess Workers' Compensation - MWXS 313639 (OH-WA)  
Self-Insured Retentions  
OH & WA - \$500,000,000 (except Terrorism)  
OH & WA - \$600,000,000 Terrorism

\*\*\*\*\*  
Excess Automobile Liability - MWZX 313637 (MI)  
Combined Single Limit - \$1,000,000  
Self-Insured Retention - \$1,000,000

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



Attn: AT&T Services Inc.

Risk Management

208 S. Akard, Floor 18

Dallas, TX 75202

214-757-7990

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

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

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

AT&T Corp.;

Description of Operations/Locations:

Provide AT&T Hosted Call Handling to the City of Chicago (OEMC) to address the 911 & 311 calls. We will upgrade their current Airbus Vesta DMS Call Handling platform. This will include replacement of hardware and software by using AT&T and Airbus installation resources. Coverage includes builders risk and installation floater.

Attention: Rosemary C McDonnell;

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

Street Address: 1411 W. Madison;

City: Chicago;

State: IL

Zip: 60607;

Date Issued 1/30/2018

Email Address: [rmcdonnell@cityofchicago.org](mailto:rmcdonnell@cityofchicago.org)

Lease End  
Date 4/30/2028

Optional Attachment:



Issued By:



AT&T Employee Name: Joe Nash

AT&T Employee Email: jn6191@att.com

AT&T Services, Inc

Jennifer De La Torre

---

**CANCELLATION:**

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

Rev. 08.07.2017

## **IL 10 (12/06) OLD REPUBLIC INSURANCE COMPANY**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

### **NOTICE OF CANCELLATION TO CERTIFICATE HOLDERS**

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

- A.** In the event this policy is cancelled for any permissible reason, other than for nonpayment of premium, we shall endeavor to provide advance written notice of cancellation to certificate holders set out in the schedule on file with the Company, after notifying the first Named Insured of such cancellation. Notice of cancellation to certificate holders may be made by any commercially reasonable means, including mail, electronic mail, facsimile transmission or courier service.
- B.** This advance written notification of a cancellation of coverage is intended as a courtesy only. Our failure to provide such advance written notification will not extend the policy cancellation date, nor negate cancellation of the policy.

All other terms and conditions of this policy remain unchanged.

## **IL 10 (12/06) OLD REPUBLIC INSURANCE COMPANY**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

### **NOTICE OF CANCELLATION TO CERTIFICATE HOLDERS**

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

- A.** In the event this policy is cancelled for any permissible reason, other than for nonpayment of premium, we shall endeavor to provide advance written notice of cancellation to certificate holders set out in the schedule on file with the Company, after notifying the first Named Insured of such cancellation. Notice of cancellation to certificate holders may be made by any commercially reasonable means, including mail, electronic mail, facsimile transmission or courier service.
- B.** This advance written notification of a cancellation of coverage is intended as a courtesy only. Our failure to provide such advance written notification will not extend the policy cancellation date, nor negate cancellation of the policy.

All other terms and conditions of this policy remain unchanged.

## IL 10 (12/06) OLD REPUBLIC INSURANCE COMPANY

### WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE POLICY

#### NOTICE OF CANCELATION TO CERTIFICATE HOLDERS

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

- A.** In the event this policy is canceled for any permissible reason, other than for nonpayment of premium, we shall endeavor to provide advance written notice of cancellation to certificate holders set out in the schedule on file with the Company, after notifying the Insured first named in item 1 of the Information Page of such cancellation. Notice of cancellation to certificate holders may be made by any commercially reasonable means, including mail, electronic mail, facsimile transmission or courier service.
- B.** This advance written notification of a cancellation of coverage is intended as a courtesy only. Our failure to provide such advance written notification will not extend the policy cancellation date, nor negate cancellation of the policy.

All other terms and conditions of this policy remain unchanged.

**PROFESSIONAL SERVICES INSURANCE REQUIREMENTS**  
**Office of Emergency Management and Communications**

AT&T  
Upgrade Vesta DMS System  
Spec 47978

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

**A. INSURANCE TO BE PROVIDED**

1) Workers Compensation and Employers Liability

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

2) Commercial General Liability (Primary and Umbrella)

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

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

3) Automobile Liability (Primary and Umbrella)

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

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

4) All Risk Builders Risk Insurance

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

5) Error & Omissions/Professional Liability

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

6) All Risk Property/Installation Floater

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

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

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

**B. ADDITIONAL REQUIREMENTS**

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

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

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

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

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

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

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

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

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

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

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

**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



May 18, 2018

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

Subject: Sole Source Justification  
Exclusivity Request

Ref: Replacement and 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. . Airbus does not have any other Vesta DMS 100 trained and experienced service and support personnel with any other authorized service providers within 500 miles of the City of Chicago. For this reason, the City of Chicago's ability to find other partners to provide this service is very limited.



**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,

A handwritten signature in black ink, appearing to read 'DS', is positioned above the printed name.

Dominic Savone




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

**THE OFFICE OF THE EXECUTIVE DIRECTOR**

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

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

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

DATE: May 24, 2018

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

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

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

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

cc: Monica Jimenez, Deputy Procurement Officer



FOR  
NON-CONSTRUCTION  
PROJECTS ONLY

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

DB

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

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

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

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

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

The above described performance is offered for the following price and described terms of payment:  
\$ 1,024,125      20%      standard payment terms

**SUB-SUBCONTRACTING LEVELS**

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

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

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

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

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

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

**NOTICE: THIS SCHEDULE AND ATTACHMENTS REQUIRE ORIGINAL SIGNATURES.**

[Signature]      5/14/18  
(Signature of President/Owner/CEO or Authorized Agent of MBE/WBE)      (Date)

Henry M. Bellagmaba  
(Name/Title-Please Print)

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





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

**FOR**  
**NON-CONSTRUCTION**  
**PROJECTS ONLY**

DS

Project Name: 911 SYSTEM NETWORK REPLACEMENT AND MAINTENANCE SERVICES Specification No.: 44026 47978

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

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

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

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

Archon Constructio provides Underground Utility Services (Indiret participation)

The above described performance is offered for the following price and described terms of payment:  
\$ 512,062.68 10% standard payment terms

**SUB-SUBCONTRACTING LEVELS**

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

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

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

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

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

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

**NOTICE:** THIS SCHEDULE AND ATTACHMENTS REQUIRE ORIGINAL SIGNATURES.

Kevin Ray 5/8/18  
(Signature of President/Owner/CEO or Authorized Agent of MBE/WBE) (Date)

Kevin Ray  
(Name/Title-Please Print)

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

*Handwritten signature*





**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 Services

Specification No.: 47978

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

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

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

**I. Direct Participation of MBE/WBE Firms:**

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

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

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

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

2. Name of MBE/WBE: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Contact Person: \_\_\_\_\_

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

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

Phone Number: \_\_\_\_\_

Dollar Value of Participation \$ \_\_\_\_\_

Percentage of Participation % \_\_\_\_\_

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

**Total Participation %** \_\_\_\_\_

3. Name of MBE/WBE: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Dollar Value of Participation \$ \_\_\_\_\_

Percentage of Participation % \_\_\_\_\_

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

**Total Participation %** \_\_\_\_\_

4. Name of MBE/WBE: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Dollar Value of Participation \$ \_\_\_\_\_

Percentage of Participation % \_\_\_\_\_

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

**Total Participation %** \_\_\_\_\_

5. Attach Additional Sheets as Needed

**II. Indirect Participation of MBE/WBE Firms**

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

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

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

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

Contact Person: Henry M. Bellagamba

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

Phone Number: 847-908-8400  
Dollar Value of Participation \$ 1,024,125  
Percentage of Participation % 20  
Mentor Protégé Agreement (attach executed copy): ( ) Yes ( ) No Add'l Percentage Claimed: \_\_\_\_%  
**Total Participation % 20**

2. Name of MBE/WBE: Archon Construction  
Address: 1700 W Armitage Ct Addison, IL 60101  
Contact Person: Kevin Ray  
Phone Number: (630) 495-0015  
Dollar Value of Participation \$ 512,062.68  
Percentage of Participation % 10  
Mentor Protégé Agreement (attach executed copy): ( ) Yes ( ) No Add'l Percentage Claimed: \_\_\_\_%  
**Total Participation % 10**

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

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

5. Attach Additional Sheets as Needed

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

**III. Summary of MBE/WBE Proposal**

**A. MBE Proposal (Direct & Indirect)**

1. MBE Direct Participation

MBE Firm Name	Dollar Amount Participation (\$)	Percent Amount Participation (%)
<b>Total Direct MBE Participation</b>		

2. MBE Indirect Participation

MBE Firm Name	Dollar Amount Participation (\$)	Percent Amount Participation (%)
Fullerton Engineering Consultants, Inc	\$1,024,125	20%
<b>Total Indirect MBE Participation</b>	\$1,024,125	20%

**B. WBE Proposal (Direct & Indirect)**

1. WBE Direct Participation

WBE Firm Name	Dollar Amount Participation (\$)	Percent Amount Participation (%)
<b>Total Direct WBE Participation</b>		

2. WBE Indirect Participation

WBE Firm Name	Dollar Amount Participation (\$)	Percent Amount Participation (%)
Archon Construction	\$512,062.68	10%
<b>Total Indirect WBE Participation</b>	\$512,062.68	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)

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: \_\_\_\_\_

*[Handwritten Signature]*

(Signature)

County of: \_\_\_\_\_

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

(Date)

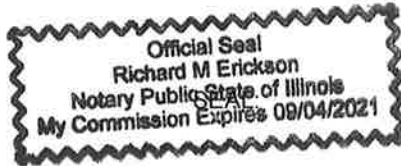
On this 10 day of May, 2018, the above signed officer Dominic Savone  
(Name of Affiant)

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

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

*[Handwritten Signature]*

(Notary Public Signature)



Commission Expires: 9/4/2021



DEPARTMENT OF PROCUREMENT SERVICES

DEC - 5 2014

CITY OF CHICAGO

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

Dear Henry M. Bellagamba:

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

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

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

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

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

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

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

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

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

**NAICS Code(s):**

**541330 – Engineering Consulting Services**

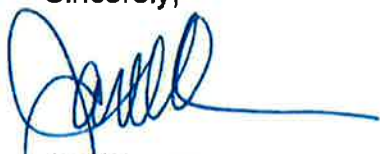
**541330 – Engineering Design Services**

**541330 – Engineering Services**

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

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

Sincerely,



Jamie L. Rhee  
Chief Procurement Officer  
JLR/es



DEPARTMENT OF PROCUREMENT SERVICES

CITY OF CHICAGO

**FEB 23 2016**

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

Dear Leta Loizzo:

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

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

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

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

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

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

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





CERTIFICATE OF FILING FOR  
CITY OF CHICAGO ECONOMIC DISCLOSURE STATEMENT

EDS Number: 121206

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

Certificate Printed on: 01/02/2018

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

Disclosing Party: SBC Global Services, Inc.

Title:Sales Manager

Filed by: Dominic Savone

Matter: Amendment #4 for Contract 14026

Applicant: SBC Global Services, Inc.

Specification #:

Contract #: 14026

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

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



CERTIFICATE OF FILING FOR  
CITY OF CHICAGO ECONOMIC DISCLOSURE STATEMENT

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

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

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

Title:Sales Manager

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

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

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



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

**SECTION I -- GENERAL INFORMATION**

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

AT&T Corp.

**Enter d/b/a if applicable:**

**The Disclosing Party submitting this EDS is:**

the Applicant

**B. Business address of the Disclosing Party:**

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

**C. Telephone:**

312-364-6275

**Fax:**

**Email:**

ds3792@att.com

**D. Name of contact person:**

Dominic Savone

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



13-4924710

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

OEMC 911 Contract PO14026 two year upgrade extension

**Which City agency or department is requesting this EDS?**

DEPT OF PROCUREMENT SERVICES

**Specification Number**

**Contract (PO) Number**

14026

**Revision Number**

**Release Number**

**User Department Project Number**

## **SECTION II -- DISCLOSURE OF OWNERSHIP INTERESTS**

**A. NATURE OF THE DISCLOSING PARTY**

**1. Indicate the nature of the Disclosing Party:**

Other

**Please specify the nature of your enterprise.**

Communication Services Company

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

No

**State or foreign country of incorporation or organization:**

New York

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

Yes

**B. DISCLOSING PARTY IS A LEGAL ENTITY:**

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

Yes

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

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

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

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

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

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

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

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

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

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

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

**Officer/Director:** Adrienne Scott

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

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

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

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

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

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

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

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

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

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

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

**Officer/Director:** Christopher Vrana  
**Title:** Assistant Secretary

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

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

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

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

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

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

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

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

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

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

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

**Officer/Director:** Mo Katibeh  
**Title:** Chief Marketing Officer

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



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

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

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

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

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

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

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

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

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

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

**Officer/Director:** Anthony Robbins

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

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

**2. Ownership Information**

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

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

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

**Owner Details**

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

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

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

No

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

No

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

No

### **SECTION IV -- DISCLOSURE OF SUBCONTRACTORS AND OTHER RETAINED PARTIES**

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

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

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

Yes

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

**Name :** United Building Maintenance

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

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

No

## SECTION V -- CERTIFICATIONS

### A. COURT-ORDERED CHILD SUPPORT COMPLIANCE

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

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

No

### B. FURTHER CERTIFICATIONS

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

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

I am unable to certify the above to be true

**Explain :**

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

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

I am unable to certify the above to be true

**Explain :**

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

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

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

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

I am unable to certify the above to be true

**Explain :**

See explanation for this Section contained in ¿ADDITIONAL INFO¿

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

I certify the above to be true

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

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

I am unable to certify the above to be true

**Explain :**

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

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

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

I am unable to certify the above to be true

**Explain :**

See explanation for this Section contained in ;ADDITIONAL INFO;

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

I am unable to certify the above to be true

**Explain :**

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

8. [FOR APPLICANT ONLY]

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



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

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

I am unable to certify the above to be true

**Explain :**

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

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

I am unable to certify the above to be true

**Explain :**

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

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

I am unable to certify the above to be true

**Explain :**

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

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

I have a disclosure to make

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

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

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

None

#### C. CERTIFICATION OF STATUS AS FINANCIAL INSTITUTION

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

is not a "financial institution"

#### D. CERTIFICATION REGARDING FINANCIAL INTEREST IN CITY BUSINESS

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

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

No

#### E. CERTIFICATION REGARDING SLAVERY ERA BUSINESS

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

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

I cannot make the above verification

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

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

## **SECTION VI -- CERTIFICATIONS FOR FEDERALLY FUNDED MATTERS**

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

No

## **SECTION VII - FURTHER ACKNOWLEDGMENTS AND CERTIFICATION**

The Disclosing Party understands and agrees that:

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

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

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

I acknowledge and consent to the above

The Disclosing Party understands and agrees that:

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

I acknowledge and consent to the above

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

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

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

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

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

No

## **APPENDIX B - BUILDING CODE SCOFFLAW/PROBLEM LANDLORD CERTIFICATION**

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

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

No

## **ADDITIONAL INFO**

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

see attachment

List of vendor attachments uploaded by City staff

None.

List of attachments uploaded by vendor

additional info

## **CERTIFICATION**

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

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

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

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

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

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

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

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

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

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



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

**SECTION I -- GENERAL INFORMATION**

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

AT&T Inc.

**Enter d/b/a if applicable:**

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

**The Disclosing Party submitting this EDS is:**

a legal entity currently holding an interest in the Applicant

**The Disclosing Party holds an interest in**

AT&T Corp. and EDS is 120761

**B. Business address of the Disclosing Party:**

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

**C. Telephone:**

312-364-6275

**Fax:**

312-364-6275

**Email:**



ds3792@att.com

**D. Name of contact person:**

Mr. Dominic Savone

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

43-1301883

**SECTION II -- DISCLOSURE OF OWNERSHIP INTERESTS**

**A. NATURE OF THE DISCLOSING PARTY**

**1. Indicate the nature of the Disclosing Party:**

Other

**Please specify the nature of your enterprise.**

Telecommunications holding company

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

No

**State or foreign country of incorporation or organization:**

Delaware

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

No

**B. DISCLOSING PARTY IS A LEGAL ENTITY:**

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

Yes

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

**Officer/Director:** Randall L. Stephenson

**Title:** Chairman of the Board

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

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

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

## 2. Ownership Information

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

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

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

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

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

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

No

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

No

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

No

### **SECTION V -- CERTIFICATIONS**

#### **A. COURT-ORDERED CHILD SUPPORT COMPLIANCE**

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

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

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

## B. FURTHER CERTIFICATIONS

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

I am unable to certify the above to be true

### Explain :

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

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

I am unable to certify the above to be true

### Explain :

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

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

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

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

I am unable to certify the above to be true

**Explain :**

See Explanation for this Section set out in ADDITIONAL INFO.

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

I certify the above to be true

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

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

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

I am unable to certify the above to be true

**Explain :**

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

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

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

I am unable to certify the above to be true

**Explain :**

See Explanation for this Section set out in ADDITIONAL INFO.

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

I am unable to certify the above to be true

**Explain :**

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

**8. [FOR APPLICANT ONLY]**

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



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

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

Not applicable because disclosing party is not the Applicant

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

I have a disclosure to make

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

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

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

None

#### C. CERTIFICATION OF STATUS AS FINANCIAL INSTITUTION

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

is not a "financial institution"

#### E. CERTIFICATION REGARDING SLAVERY ERA BUSINESS

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

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

I cannot make the above verification

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

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

## **SECTION VII - FURTHER ACKNOWLEDGMENTS AND CERTIFICATION**

The Disclosing Party understands and agrees that:

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

I acknowledge and consent to the above

The Disclosing Party understands and agrees that:

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

I acknowledge and consent to the above

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

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

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

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

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

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

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

No

## **APPENDIX B - BUILDING CODE SCOFFLAW/PROBLEM LANDLORD CERTIFICATION**

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

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

No

## **ADDITIONAL INFO**

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

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

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

**List of attachments uploaded by vendor**

additional info

**CERTIFICATION**

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

/s/ 12/14/2017

Mr. Dominic Savone  
Sales Manager  
AT&T Inc.

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

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

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

Additionally, AT&T is not aware of any matter which would affect its ability to deliver the Services to the City as agreed to pursuant to the Master Agreement between AT&T and the City. AT&T. is not aware of any other materials that might be classified as "civil proceedings" for purposes of this EDS.

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

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