



# STATE OF ILLINOIS

## CONTRACT APPROVAL SHEET

Request ID:	08-00000029346	Project Title:	Cisco Equipment and Services RFP
Agency:	CMS-Central Management Services	Relevant:	Telecom
Requester Name:	Tiffany Power	Contract Type:	Master Contract
Proc. Approach:	RFP	Initial Term:	12/24/2007 thru 09/24/2015
Master Contract:		Initial Est Value:	144,000,000.00
		Total Award Value:	75,851,468.75

Funding Source	Fiscal Year	Value
0312 - COMMUNICATIONS REVOLVING	2008	9,000,000.00
0312 - COMMUNICATIONS REVOLVING	2009	18,000,000.00
0312 - COMMUNICATIONS REVOLVING	2010	18,000,000.00
0312 - COMMUNICATIONS REVOLVING	2011	18,000,000.00
0312 - COMMUNICATIONS REVOLVING	2012	18,000,000.00
0312 - COMMUNICATIONS REVOLVING	2013	18,000,000.00
0312 - COMMUNICATIONS REVOLVING	2014	18,000,000.00
0312 - COMMUNICATIONS REVOLVING	2015	18,000,000.00
0312 - COMMUNICATIONS REVOLVING	2016	9,000,000.00

Vendor	Vendor Award	Contract Number	Contract Value
AT&T	Yes		75,851,468.75
CDW Government, Inc.	No		82,304,371.42
CompuCom Systems, Inc.	No		0.00
MTM Technologies, Inc.	No		0.00
Qwest	No		83,490,852.14
World Wide Technology, Inc.	No		75,939,628.57

**Objective:**

The previous contract (AMERITECH3) which allowed the State to purchase Cisco brand-name hardware, software and services has expired. The award for this requested RFP and its subsequent contract will allow the State to continue to purchase Cisco brand-name hardware, software and services. The State currently has a large base of Cisco equipment installed within its network and needs the ability to upgrade and support this base. This contract also allows Illinois Century Network (ICN) customers that connect to the State to purchase Cisco-brand name hardware, software and services.

CMS intends that all legislated ICN constituents may utilize contract(s) resulting from this procurement. Additionally State and other governmental units (including not-for-profit entities) participating in the Joint Purchasing Program may also utilize any contracts resulting from this procurement. This authority is governed by State's Standard Procurement Rules and the Governmental Joint Purchasing Act [30 ILCS 525].

It is intended the BEP subcontracting goal will be waived. The ICN is currently working on a the decision memo to waive the BEP subcontracting goal based on research done there are no Cisco gold partners that can meet the subcontracting goal.

\* Electronic approval (i.e. PBC/e-mail) may be used in lieu of signature  
 \*\* Signature Required if > or = to \$250K

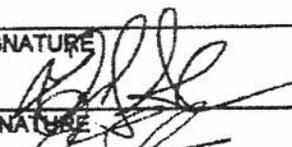
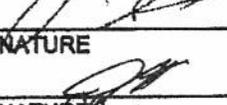
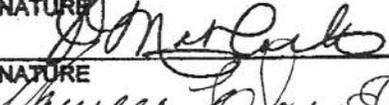


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	Total Award Value: 75,851,468.75

### Select Vendors

Reviewed by (Title)*	SIGNATURE	DATE
Reviewed by (Title)*	SIGNATURE	DATE
CMS Legal*	SIGNATURE	DATE
<u>IT/TELECOM PM</u>		<u>6/19/08</u>
CMS Portfolio Manager or Designee*	SIGNATURE	DATE
<u>Paul Romiti</u>		<u>6/19/08</u>
Agency Chief Fiscal Officer**	SIGNATURE	DATE
<u>Debra Matlock</u>		<u>6/17/08</u>
Agency Chief Legal**	SIGNATURE	DATE
<u>Maureen T. O'Donnell</u>		<u>6/19/08</u>
Agency Head**	SIGNATURE	DATE

\* Electronic approval (i.e. PBC/e-mail) may be used in lieu of signature  
 \*\* Signature Required if > or = to \$250K



## 1. TERM AND TERMINATION

### 1.1 TERM OF THIS CONTRACT

The term of this contract shall begin upon date of execution by CMS through June 30, 2011.

### 1.2 RENEWAL

CMS/BCCS reserves the right to renew this contract for one year, two years, three years or any incremental combination for up to a total of five additional years. AT&T's offer of percentage discount off list price for any and all renewal terms exercised by CMS/BCCS is solely contingent upon AT&T receiving all discounts from Cisco Systems as outlined in Cisco/AT&T agreement for State of Illinois executed in December, 2007. Should AT&T no longer qualify for the Cisco Special Discount Program, AT&T reserves the right to deny renewals at same rates as initial term. If AT&T should not be able to honor the pricing schedules of the original term, the State may choose to not exercise any renewal options.

### 1.3 TERMINATION FOR CAUSE

The State may terminate this Contract, in whole or in part, immediately upon notice to AT&T if it is determined that the actions, or failure to act, of AT&T, its agents, employees or subcontractors have caused, or reasonably could cause jeopardy to health, safety, or property. If AT&T fails to perform to the State's satisfaction any material requirement of this Contract or is in violation of a material provision of this Contract, the State shall provide written notice to AT&T requesting that the breach or noncompliance be remedied within the period of time specified in the State's written notice. If the breach or noncompliance is not remedied by that date the State may either: (a) immediately terminate the Contract without additional written notice or, (b) enforce the terms and conditions of the Contract, and in either event seek any available legal or equitable remedies and damages.

Additionally, in the event of termination of this Contract for any Cause, the State shall pay those amounts, if any, due and owing to AT&T for services actually rendered up to and including the date of termination of the Contract and for which the State is obligated to pay pursuant to this Contract. Payment will be made only upon submission of invoices and proper proof of AT&T's claim.

### 1.4 TERMINATION FOR CONVENIENCE

Following thirty (30) days written notice, the State may terminate this Contract. Following termination upon notice, AT&T shall be entitled to compensation upon submission of invoices and proof of claim for services provided under this Contract up to and including the date of termination.

## 2. DESCRIPTION OF SUPPLIES AND SERVICES

### 2.1 NEED FOR SUPPLIES AND/OR SERVICES

The State of Illinois Department of Central Management Services (CMS) Bureau of Communication and Computer Services (BCCS) manages a state wide network called the Illinois Century Network (ICN). The ICN is a high-speed telecommunications network that provides reliable communication links to and among Illinois schools, institutions of higher education, libraries, museums, research institutions, State agencies, units of local government, and other local entities that provide service to Illinois citizens.

The ICN operates on a Cisco hardware platform ranging from 12000, 7500, 7600 routers through 6500, 4500, 3500 switches and PIX, ASA firewalls. In addition to the backbone hardware, CMS orders, installs, and maintains more than 7,000 Cisco routers, switches and firewalls at constituent institution sites. These routers range from 1700's to 7500's.

The State is contracting for the purchase of Cisco equipment, software, maintenance, and support to serve both the needs of the backbone network as well as the ICN's constituent networks. ICN constituent use of the contract is completely voluntary, although historically, 90% of constituents have elected to purchase Cisco equipment through a State established contract.

Based on past needs, the State anticipates the value of future orders under this contract to be approximately \$34-52 million per year (after discount). This breaks out to approximately \$9M from the CMS and \$25-43M from ICN constituents. However, the State does not guarantee any minimum order quantities nor any minimum revenue. All equipment and services will be ordered as needed, if needed.

This contract is non-exclusive. The State will have no minimum purchase obligation and resultant contract shall not restrict purchases. All legislated ICN constituents may utilize this contract. Additionally State and other governmental units (including not-for-profit entities) participating in the Joint Purchasing Program may also utilize this contract. This authority is governed by State's Standard Procurement Rules and the Governmental Joint Purchasing Act [30 ILCS 525].

### 2.2 GOALS AND OBJECTIVES

The goal of this contract is to purchase Cisco equipment, software, maintenance, and support that provides the State and its constituents with competitive pricing, excellent service, and access to technical resources.

### 2.3 SUPPLIES AND/OR SERVICES REQUIRED

AT&T will provide Cisco equipment, software, maintenance, and support to serve both the needs of the State as well as the ICN's constituents. There are no minimum purchase guarantees. AT&T will work with the State of Illinois and ICN Constituents to ensure that each order placed references current Cisco products. Pursuant to Section 1.2, discount levels will remain consistent or greater than the original term for all purchases of products and services made under this contract. Discounts are applied against current list pricing from Cisco. Should a list price increase or decrease, the final price to the customer shall reflect this change.

All Cisco equipment sold under this contract will be new, unused, and not discontinued.

#### SMARTnet

Annually, AT&T (in the March time-frame) will begin a SMARTnet 'synchronization' exercise. This exercise is to bring the Cisco SMARTnet database up to date, removing old equipment and verifying new as appropriate. SMARTnet will be broken down by several areas including Backbone, Enterprise, WAN, LAN, Data Center and CMS managed agencies. AT&T will work with Cisco to update SMARTnet needs and provide CMS with the detailed quote and a summary page by area defined by CMS.

AT&T will subcontract with Ray Allen, a company that specializes in Cisco SMARTnet contract maintenance. This service will be available to the State and ICN constituents at no additional cost. Ray Allen offers on-going web-based tools that will assist the State and ICN constituents in return merchandise authorization (RMA) of old equipment and registering new equipment to each and every contract. Their system is fully integrated with Cisco's Service Contract Center tool and the State's inventory system.

AT&T will provide CMS with access to the AT&T Online Asset Management (OAM) solution. OAM is a web-based solution customers can use to manage their moves, adds, changes, deletions, RMAs, and Cisco credits. The OAM solution is integrated into Cisco's Service Contract Center (SCC) and Cisco's ordering tool, Cisco's Connection On-Line (CCO). All customer changes in the OAM tool will be made in Cisco's systems so Cisco's database matches the customer's database. On a weekly basis, throughout the life of the agreement, Ray Allen will import the customer's SMARTnet contracts to verify that the data integrity is maintained between the two data sets. Ray Allen will also work with the AT&T Account Teams to ensure all new hardware orders are captured, so those devices can also be managed by the AT&T Online Asset Management Solution. Ray Allen systems will be compatible with the system the State uses to maintain the Cisco inventory.

Vendor shall pro-rate software subscription/maintenance and software support to coincide with the State's fiscal year (July 1 to June 30).

#### Constituent Purchases

AT&T will provide ICN Constituents with a dedicated sales team, which includes a dedicated email and fax number for order processing, quote requests, and design requests. The Account Manager for this dedicated team will participate in ICN Regional meetings to help ensure AT&T continues to meet the expectations of ICN constituents.

The ICN Regional Technology Centers (RTCs) will place the order with AT&T on behalf of the ICN constituent; however the order agreement is between AT&T and the ICN constituent. The equipment will be shipped to the designated RTC as will shipping dates/information. AT&T will provide quotes within five days of receiving the request. AT&T will work with CMS RTCs to provide ICN constituents tracking information on all orders placed using this process. AT&T will provide pre-sales engineering assistance, as needed, at no additional charge. Post sales-engineering, including installation services, are available for a fee.

#### CMS Purchases

AT&T will provide a dedicated team to verify equipment configurations, pricing, order status, and billing issues. This team will handle CMS purchases from the initial design phase through implementation. The AT&T dedicated team shall include a design engineer, sales representative, who handles all aspects of the sale, including Basic Ordering Agreement (BOA) generation, inside-sales support person, and a management team for escalations.

AT&T will offer CMS online access to inventories, shipping information, and RMAs using the Partner Initiated Customer Access (PICA) which allows the State to use CCO to manage Cisco equipment and services purchased through AT&T. AT&T will also initiate requests on the State's behalf for expedited ordering and shipping.

#### Shipping

AT&T will provide "F.O.B. destination, freight prepaid and charged back" for the State and ICN constituent ordered equipment. "F.O.B. destination, freight prepaid and charged back" is defined as seller pays the freight charges and adds to invoice, buyer bears freight charges, seller owns goods in transit, and seller files claims (if any). Therefore, AT&T will have door-to-door responsibility for delivery of operational equipment and will be responsible for any claims resulting from damaged or defective goods. AT&T will provide estimated shipping costs to the State and ICN constituent orders for budgetary purposes only. Actual shipping charges will be added to invoices.

#### Other Services

AT&T will provide CMS access to the expertise of CCIP or CCIE level technicians.

AT&T will provide value added training, such as 'lunch and learns', credit based training or other advanced seminars or training sessions associated with this services at no additional cost. AT&T will offer the State of Illinois Cisco Learning credits as part of large-package procurements.

#### Consulting/Design Assistance

AT&T has dedicated engineering resources available to work with the State of Illinois on broadband and dark fiber design and implementation.

AT&T's internal design engineers are available on an hourly basis for post sales engineering work. Pricing for these services are included in Section 3 Pricing. Assistance for post-sales consulting includes broadband and dark fiber implementation, wireless deployments, including wireless surveys, security implementations, and simple LAN/WAN design and installation.

AT&T Consulting (Callisma) is a wholly-owned subsidiary specializing in IT consulting and can help with dark fiber deployment, LAN/WAN design, VoIP, Wireless, and Security. Pricing for Callisma services are included in Section 3 Pricing.

#### 2.4 MILESTONES AND DELIVERABLES

AT&T will provide quarterly sales reports to CMS separating State and ICN constituent orders.

AT&T will provide quotes for all orders against this contract with turnarounds of 5 business days from date of quote request.

#### 2.5 VENDOR / STAFF SPECIFICATIONS

AT&T DataComm shall remain a certified Cisco Gold Partner throughout the contract term and any renewal terms.

#### 2.6 WHERE SERVICES ARE TO BE PERFORMED

Unless otherwise specified in this section all services shall be performed in the United States. If the Vendor creates or manufactures the supplies or performs any of the work in another country in violation of the Contract, such action may be deemed a breach of the Contract.

#### 2.7 SCHEDULE OF WORK

Any work performed on State premises shall be done during the hours designated by the State and performed in a manner that does not interfere with the State and its personnel.

#### 2.8 WARRANTIES FOR SUPPLIES AND SERVICES

2.8.1 AT&T warrants that the supplies furnished under this Contract (a) will conform to the State's manufacturing standards, specifications, drawing, samples or descriptions furnished by the State, including but not limited to all specifications attached as exhibits hereto, (b) will be of good quality and workmanship, free from defects for a period as Set forth in manufacturer's published specifications for such equipment (c) will comply with all federal and state laws, regulations and ordinances pertaining to the manufacturing, packing, labeling, sale and delivery of the supplies and (d) will be of good title and be free and clear of all liens and encumbrances. AT&T agrees to reimburse the State for any losses, costs, damages or expenses, including without limitations, reasonable attorney's fees and expenses, arising from failure of the supplies to meet such warranties. These warranties shall be in addition to all other warranties, express, implied or statutory, and shall survive the State's payment, acceptance, inspection or failure to inspect the supplies.

2.8.2 AT&T warrants that all services will be performed in a good and professional manner to industry standards by trained and competent personnel. AT&T shall monitor performances of each individual and shall reassign immediately any individual who is not performing to professional standards, who is not efficient or effective in performing the work of the contract, who is disruptive or not respectful of others in the workplace, or who in any way violates the Contract or State policies.

With respect to maintenance or professional Services, AT&T warrants that the Services will be performed in a professional and workmanlike manner. AT&T is not a manufacturer; however, as a distributor AT&T is authorized to sell the Equipment and AT&T further warrants that the Equipment will perform in accordance with the manufacturer's published specifications during the warranty period set forth by such manufacturer. AT&T will pass through to the State any warranties available from equipment suppliers to the extent permitted to do so under its contracts with those suppliers.

AT&T will resell third-party, non-AT&T equipment and products to the State. AT&T, on the Customer's behalf, has or will secure from the third-party, non-AT&T manufacturer or provider for such equipment and products any and all warranties effective on the date of purchase and will pass through those warranties to Customer.

AT&T makes no warranties and assumes no liability for any defects or nonconformities caused by non-AT&T approved modifications or alterations; misuse, accident or neglect; or Customer failure to comply with AT&T or AT&T vendor specifications or requirements for use. These warranties do not cover and AT&T has no responsibility for (a) installation, maintenance or operation of non-AT&T provided equipment or software or impairment caused by such equipment/software; (b) compatibility of such equipment/software with AT&T-provided Equipment or Software; or (c) modifications, alterations or repairs to Equipment or Software by persons other than AT&T or its authorized agents. EXCEPT FOR THE FOREGOING, OR AS

EXPRESSLY SET FORTH IN AN ADDENDUM, AT&T MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND WARRANTIES RELATED TO THE MATERIALS, SERVICE, EQUIPMENT OR SOFTWARE, ALL OF WHICH ARE PROVIDED, AS IS, TO THE FULL EXTENT PERMITTED BY LAW.

AT&T is a distributor of commercially available equipment, and no custom equipment or work-for-hire is contemplated under this Agreement. To the extent AT&T provides work product to the State, the parties shall enter into a separate agreement covering such work. AT&T has secured all applicable interests, rights, licenses, permits or other intellectual property rights to sell the Equipment and/or to license software furnished under this Contract. Upon delivery, AT&T hereby grants to Customer a personal, nontransferable, non-exclusive license to use the Software on or with the corresponding Equipment and AT&T (or its licensors) shall retain and continue to own all right, title and interest in any Software and all copies.

2.9 REPORTING, STATUS AND MONITORING SPECIFICATIONS

2.9.1 Vendor shall immediately notify the State of any event that may have a material impact on AT&T's ability to perform the Contract.

2.9.2 Upon request and on forms provided by the State, AT&T shall report the number of qualified veterans and certain ex-offenders hired during AT&T's last completed fiscal year. AT&T may be entitled to employment tax credit for hiring individuals in those groups (PA 94-1067).

2.10 BREACH

Should AT&T breach the Contract and not cure any breach susceptible of being cured within the time specified by the State, the State may cancel the Contract and seek any available legal or equitable remedies, including but not limited to monetary damages and reasonable attorney fees and costs.

2.11 OTHER SPECIFICATIONS

Orders against the CONTRACT will be made by CMS using a Basic Ordering Agreement (BOA) or for JPP entities, within the mutually agreed upon ordering mechanism. Orders for ICN constituents will be made through a Purchase Orders or other form as required by the constituent.

3. PRICING

3.1 METHOD AND RATE OF COMPENSATION

AT&T shall be compensated by the following method:

- hourly \_\_\_\_\_
- monthly \_\_\_\_\_
- annually \_\_\_\_\_
- project \_\_\_\_\_
- item see table below

3.1.1 HARDWARE, SOFTWARE and SMARTnet Maintenance

Hardware, Software and SMARTnet Maintenance

ICN Constituents	Hardware/Software		SMARTnet Maintenance	
	42.5% off list price	39% off list price	30% off list price*	20% off list price*
K-12 Schools	X		X	
Community Colleges	X		X	
Colleges/Universities	X		X	
Libraries	X		X	
Museums	X		X	
Healthcare Facilities		X		X
Government State	x		x	
Government Local		X		X
Other		X		X

\*Assumes AT&T is incumbent

The discounts listed above are only available to State of Illinois agencies and entities with a connection to the Illinois Century Network. Any entity connected to the ICN may purchase Cisco SMARTnet at discount rates per the chart above. This covers all levels of SMARTnet and if the customer desires, may include the services of Ray Allen International at no additional charge if engaged at the time of SMARTnet purchase.

The discount levels are guaranteed minimum levels of discount, higher levels may be available. The percentage discount off list price for CPE, NOS services (unless stated otherwise in the section 3.1.2 table below), software and SmartNet maintenance will not decrease during the initial three-year term. The CPE and Software discounts cannot be combined with any trade in. Sales using the Cisco Technology Migration Program (CTMP), the trade in program Cisco uses to upgrade older Cisco equipment, will be negotiated on a per deal basis with approval from Cisco, AT&T and CMS. For product list go to [www.Cisco.com](http://www.Cisco.com).

IronPort: Although IronPort is a wholly owned subsidiary of Cisco, IronPort maintains a separate price book, with IronPort specific SKUs. The discount rate for IronPort products and services is same as the table above.

Restocking charges: To the extent that the State cancels an order prior to delivery, and to the extent that AT&T is charged a restocking fee by the manufacturer, AT&T may charge the state for such documented restocking charge.

The State may cancel an Order for Equipment prior to delivery. The State may not cancel an Order for Equipment after delivery.

### 3.1.2 SERVICES

#### Network Optimization Services (NOS)

	Year 1	Year 2	Year 3
NOS	\$407,812.50	\$428,203.13	\$449,613.28

NOS pricing as reflected is based on a 5% increase from Cisco for years two and three. Cisco may elect not to charge this increase in which case NOS pricing will not increase over the three year term. The Annual Security and Operational Readiness Assessments are not included in the NOS price above. If the Security and Operational Readiness Assessments are requested by the State there will be incremental charges added to the NOS price set forth herein for these deliverables. The TKO (Technical Knowledge Library) is included in the NOS renewal price.

#### Consulting Services

	Hourly Rate
AT&T Design Engineering and Installation Services (specific projects will result in additional discounts against the hourly rate – skill sets up to and including Cisco CCIE).	\$225/hr*
AT&T Callisma Consulting Services	\$225/hr*
Network Data Systems (NDS)	\$225/hr*
System Development Integration	\$225/hr*

\*Hourly rate shown is a maximum rate. Actual rate may be lower.

#### Cisco Certified Training

Skyline Cisco Certified Training	15% off list price
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See Attachment 1 for NOS description.

### 3.2 MAXIMUM COMPENSATION FOR SUPPLIES AND SERVICES

Estimated Price \$75,851,468.75

### 3.3 RENEWAL COMPENSATION

If this contract is renewed, the percentage discount off list price shall be the same or greater than the initial term unless a different compensation or formula for determining the renewal compensation is stated herein.

### 3.4 EXPENSES

Unless otherwise agreed upon and stated herein, this Contract does not allow for reimbursement of any expense incurred by AT&T, including but not limited to telephone or other communications device, postage, copying, travel, transportation, lodging, food and per diem. Any approved travel expenses shall be reimbursed in accordance with the Travel Regulation Council and Governor's Travel Board rules.

### 3.5 DISCOUNT - NA

         % discount for payment within          days of receipt of invoice

### 3.6 TAX

AT&T shall not bill for any taxes unless accompanied by proof the State is subject to the tax. If necessary, AT&T may request the applicable Agency/Buyer's Illinois tax exemption number and federal tax exemption information.

### 3.7 INVOICING

AT&T shall invoice CMS on an order-by-order basis. Invoices shall be submitted to CMS upon delivery of the ordered items/services and shall reference the BOA number.

The State will pay AT&T (i) the fees and nonrecurring charges set forth herein, and (ii) if applicable any taxes that the State is not exempted from paying, Payment is due within 30 days after the date of invoice; and (iii) payment is subject to the Illinois Prompt Payment Act (see Section 3.8.2 below). The State will advise AT&T in writing of any billing dispute within 30 days of the State's identification of the incorrect billing. Assessment and payment of any late fees shall be pursuant to Illinois Prompt Payment Act.

### 3.8 PAYMENT TERMS AND CONDITIONS

3.8.1 By submitting an invoice, AT&T certifies that the supplies or services provided meet all requirements of the Contract, and the amount billed and expenses incurred are as allowed in the Contract. Invoices for supplies purchased, services performed and expenses incurred through June 30 of any year must be submitted to the State no later than July 31 of that year; otherwise AT&T may have to seek payment through the Illinois Court of Claims (30 ILCS 105/25).

3.8.2 Payments, including late payment charges, will be paid in accordance with the State "Prompt Payment Act" (30 ILCS 540) and rules (74 Ill. Adm. Code 900) when applicable. Payments delayed at the beginning of the State's fiscal year (July and August payments) because of the appropriation process shall not be considered a breach.

3.8.3 The State shall not be liable to pay for supplies provided or services rendered, including related expenses incurred prior to the execution of this Contract by the Parties and the beginning of the term of this Contract.

3.8.4 As a condition of receiving payment AT&T must pay its employees prevailing wages when required by law (e.g., public works, printing, janitorial, window washing, building and grounds services, site technician services, natural resource services, security guard and food services). AT&T is responsible for contacting the Illinois Dept. of Labor (217-782-6206; <http://www.state.il.us/agency/ldol/index.htm>) to ensure understanding of prevailing wage requirements (30 ILCS 500/25-60(b)).

3.8.5 As a condition of receiving payment AT&T must pay its suppliers and subcontractors according to the terms of their respective contracts. AT&T shall provide lien waivers to the State upon request.

## 4. STANDARD TERMS AND CONDITIONS

### 4.1 AVAILABILITY OF APPROPRIATION (30 ILCS 500/20-60)

Agency/Buyer shall use its best efforts to secure sufficient appropriations to fund this Contract. However, Agency/Buyer, at its sole option, may terminate or suspend this Contract, in whole or in part, without penalty or further payment being required, if the Illinois General Assembly or the federal funding source fails to make an appropriation sufficient to pay such obligation, or if funds are insufficient for any reason.

Agency/Buyer shall give AT&T notice of insufficient funding as soon as practicable. AT&T's obligation to perform shall cease upon effective date specified in written notice. Nothing in this Section shall be deemed a provision permitting termination for convenience or as a means to procure same or similar products and services from an alternative vendor.

### 4.2 AUDIT/RETENTION OF RECORDS (30 ILCS 500/20-65)

AT&T and its subcontractors shall maintain books and records relating to the performance of the Contract or subcontract and necessary to support amounts charged to the State under the Contract or subcontract. Books and records, including information stored in databases or other computer systems, shall be maintained by AT&T for a period of three years from the later of the date of final payment under the Contract or completion of the Contract, and by the subcontractor for a period of three years from the later of final payment under the term or during the three year period thereafter. Books and records required to be maintained under this section shall be available for review or audit by representatives of the State, the Auditor General, the Executive Inspector General and other governmental entities with monitoring authority, upon reasonable notice and during normal business hours. AT&T and its subcontractors shall cooperate fully with any such audit and with any investigation conducted by any of these entities. Failure to maintain books and records required by this section shall establish a presumption in favor of the State for the recovery of any funds paid by the State under the Contract for which adequate books and records are not available to support the purported disbursement. AT&T shall not impose a charge for audit or examination of the AT&T's books and records. If federal funds are used to pay contract costs, AT&T must retain its records for five years. AT&T shall take reasonable steps to insure that any subcontractor is in compliance with the requirements of this section.

#### 4.3 TIME IS OF THE ESSENCE

Time is of the essence with respect to the Parties' performance of their obligations set forth in the Statement of Work. This clause shall not apply in the event the State and/or applicable Agency or their vendors' agents have contributed in any way to the delay.

#### 4.4 FORCE MAJEURE

Failure by either Party to perform its duties and obligations will be excused by unforeseeable circumstances beyond its reasonable control and not due to its negligence including acts of nature, acts of terrorism, riots, labor disputes, fire, flood, explosion, and governmental prohibition. The non-declaring party may cancel the Contract without penalty if performance does not resume within 30 days of the declaration.

#### 4.5 CONFIDENTIAL INFORMATION

Each Party, including its agents and subcontractors, to this Contract may have or gain access to confidential data or information owned or maintained by the other Party in the course of carrying out its responsibilities under this Contract. The receiving Party shall presume all information received or to which it gains access pursuant to this Contract is confidential unless otherwise designated by the disclosing Party. No confidential data collected, maintained, or used in the course of performance of the Contract shall be disseminated except as authorized by law and with the written consent of the disclosing Party, either during the period of the Contract or thereafter. The receiving Party must return any and all data collected, maintained, created or used in the course of the performance of the Contract, in whatever form it is maintained, promptly at the end of the Contract, or earlier at the request of the disclosing Party, or notify the disclosing Party in writing of its destruction. The foregoing obligations shall not apply to confidential data or information lawfully in the receiving Party's possession prior to its acquisition from the disclosing Party; received in good faith from a third-party not subject to any confidentiality obligation to the disclosing Party; now is or later becomes publicly known through no breach of confidentiality obligation by the receiving Party; or is independently developed by the receiving Party without the use or benefit of the disclosing Party's confidential information.

#### 4.6 USE AND OWNERSHIP

No work product is contemplated by this Contract.

#### 4.7 INDEMNIFICATION AND LIABILITY

AT&T's liability and State's exclusive remedy for claims arising in connection with equipment including software, services and obligations under this Agreement shall be as follows:

AT&T agrees to defend, indemnify and hold harmless the State, its officers, agents and employees ('Indemnified Parties'), harmless from and against any and all third party liabilities, demands, claims, suits, losses, damages, causes of action, fines or judgments, including costs, reasonable attorneys' fees and expenses incident thereto, relating to bodily injuries to persons (including death) and for loss of, damage to, or destruction of real and/or tangible personal property (including property of the State) to the extent resulting from the negligence of AT&T, its employees, agents, or subcontractors in the performance of the Contract.

AT&T will do nothing to prejudice the State's right to recover against third parties for any loss, destruction, or damage to State property, and will at the State's request and expense, furnish to the State reasonable assistance and cooperation, including assistance in the prosecution of suit and the execution of instruments of assignment in favor of the State in obtaining recovery, except to the extent the foregoing request of the State violates AT&T's underlying agreement with the equipment manufacturer. AT&T will indemnify and defend Customer and its Agents from and against any costs and Damages finally awarded or paid in settlement based on a claim that any Service, or AT&T-provided Equipment and Software (collectively, 'Materials'), infringe a U.S. patent or copyright except where the claim or suit arises out of or results from, State's or user's content; modifications to the Service or Materials or combinations of the Service or Materials with non-AT&T services or products, by State or others; AT&T adherence to State's written requirements unless AT&T knew that such adherence would cause or trigger an intellectual property claim; or, use of the Materials or Service in violation of this Contract.

If a final injunction or judgment is awarded against the State prohibiting use of Service/Materials by reason of infringement of a U.S. patent or copyright, AT&T will at its option and expense either (a) procure the right for the State to continue using the Service/Materials; (b) obtain and deliver equivalent non-infringing Service/Materials; or (c) terminate the infringing Service/Materials and refund to the State amounts paid for infringing Service/Materials, less a reasonable charge for use.

Vendor shall not be liable under this section for damages caused by Service or Equipment that is not furnished under this Contract.

AT&T's obligations and indemnities under this Contract run exclusively to the State and are not intended to extend to third parties that may use or be affected by the State's use of the Services. Where the State authorizes or permits third parties to utilize the Services, it is the State's responsibility to limit its liability to such parties. The State under this article: (i) must notify AT&T in writing promptly upon learning of any claim or suit for which indemnification may be sought, provided that failure to do so shall have no effect except to the extent AT&T is prejudiced thereby; (ii) shall have the right to participate in such defense or settlement with its own counsel and at its sole expense, but AT&T shall have control of the defense or settlement; and (iii) shall reasonably cooperate with the defense. Indemnification obligation of AT&T shall survive termination of this Contract.

**LIABILITY:** AT&T agrees to assume liability, for all direct damages for liabilities, demands, claims, suits, losses, damages, causes of action, fines or judgments, including reasonable costs, attorneys' and witnesses' fees, and expenses incident thereto, relating to intellectual property infringement, and bodily injuries to persons (including death), and for loss of, damage to, or destruction of real and/or tangible personal property (including property of the State) to the extent resulting from the negligence or misconduct of AT&T, its employees, agents, or subcontractors in the performance of the Contract. AT&T shall assume risk of loss to Equipment until delivery to the Agency/Buyer's facility. AT&T shall do nothing to prejudice the State's right to recover against third parties for any loss, destruction, or damage to State property, and shall at the State's request and expense, furnish to the State reasonable assistance and cooperation, including assistance in the prosecution of suit and the execution of instruments of assignment in favor of the State in obtaining recovery, except in the event the foregoing conflicts with any underlying AT&T agreement or is in violation of law.

NEITHER PARTY SHALL BE LIABLE FOR ANY INCIDENTAL, RELIANCE, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION, DAMAGES FOR LOST PROFITS, ADVANTAGE OR SAVINGS.

#### 4.8 INSURANCE

AT&T shall, at all times during the term and any renewals, maintain and provide a Certificate of Insurance naming the State as additional insured for all required bonds and insurance. Certificates may not be modified or canceled until at least 30 days notice has been provided to the State. AT&T shall provide: (a) General Commercial Liability-occurrence form in amount of \$1,000,000 per occurrence (Combined Single Limit Bodily Injury and Property Damage) and \$2,000,000 Annual Aggregate; (b) Auto Liability, including Hired Auto and Non-owned Auto, (Combined Single Limit Bodily Injury and Property Damage) in amount of \$1,000,000 per occurrence; and (c) Worker's Compensation Insurance in amount required by law. Insurance shall not limit AT&T's obligation to indemnify, defend, or settle any claims.

#### 4.9 INDEPENDENT CONTRACTOR

AT&T shall, in the performance of this Contract, be an independent contractor and not an agent or employee of, or joint venturer with the State. All payments by the State shall be made on that basis.

#### 4.10 ASSIGNMENT AND SUBCONTRACTING

Either party may, without the other party's consent, assign in whole or in relevant part this Contract to a present or future Affiliate or successor, provided that any such assignment shall be contingent upon the assignor remaining responsible for the performance of its assignee and AT&T determining the State's assignee(s) to be creditworthy and in compliance with any eligibility criteria for the Services. AT&T may subcontract work to be performed under this Contract, but shall retain responsibility for all such work. AT&T must provide the State with notice of such an assignment and to the extent that AT&T assigns this contract to an entity that the State of Illinois cannot do business with, the State shall have the right to notify AT&T and/or the assignee that the State cannot do business with that entity and that the State is terminating the contract without any penalties or further obligations (notwithstanding anything contained in this contract to the contrary) after the date of the termination.

#### 4.11 SOLICITATION AND EMPLOYMENT

AT&T shall not employ any person employed by the State during the term of this Contract to perform any work under this Contract. AT&T shall give notice immediately to the Agency/Buyer's director if AT&T solicits or intends to solicit State employees to perform any work under this Contract, provided, however, that this notice is not required if the solicitation was made generally, such as through a newspaper advertisement, and did not target Agency/Buyer's employees.

#### 4.12 COMPLIANCE WITH THE LAW

AT&T, its employees, agents, and subcontractors shall comply with all applicable federal, state, and local laws, rules, ordinances, regulations, orders, federal circulars and all license and permit requirements in the performance of this Contract. AT&T shall be in compliance with applicable tax requirements and shall be current in payment of such taxes.

#### 4.13 BACKGROUND CHECK

The State, at its expense, may conduct criminal and driver history background checks of AT&T's officers, employees, subcontractors, or agents who would physically perform any of the Contract requirements at State facilities. Any officer, employee, subcontractor, or agent deemed unsuitable by the State must be replaced immediately. The State will provide to AT&T advance notice prior to conducting background and driving history checks for personnel who perform work at the State's facilities. The State shall comply fully with all laws relating to making investigative reports and disclosure of information herein.

#### 4.14 APPLICABLE LAW

This Contract shall be construed in accordance with and is subject to the laws and rules of the State of Illinois. The Department of Human Rights' Equal Opportunity requirements (44 Ill. Adm. Code 750) are incorporated by reference. Any claim against the State arising out of this Contract must be filed exclusively with the Illinois Court of Claims (705 ILCS 505/1). The State shall not enter into binding arbitration to resolve any Contract dispute. The State of Illinois does not waive sovereign immunity by entering into this Contract. The official text of cited statutes is incorporated by reference (An unofficial version can be viewed at <http://www.ilga.gov/legislation/ilcs/ilcs.asp> in compliance with the Illinois and Federal Constitutions, the Illinois Human Rights Act, the U. S. Civil Rights Act, and Section 504 of the federal Rehabilitation Act and other applicable laws and rules the State does not unlawfully discriminate in employment, contracts, or any other activity.

#### 4.15 ANTI-TRUST ASSIGNMENT

If, after a reasonable period of time, AT&T does not pursue any claim and cause of action it has arising under federal or state antitrust laws relating to the subject matter of the Contract, then upon written request by State, AT&T shall assign to the State all right, title and interest in and to the claim or cause of action.

#### 4.16 AUTHORIZATION

Each Party to this Contract represents and warrants to the other that: (a) it has the right, power and authority to enter into and perform its obligations under this Contract and (b) it has taken all requisite action (corporate, statutory or otherwise) to approve execution, delivery and performance of this Contract, and (c) this Contract constitutes a legal, valid and binding obligation upon itself in accordance with its terms.

#### 4.17 CONTRACTUAL AUTHORITY

The Agency/Buyer that signs for the State of Illinois shall be the only State entity responsible for performance and payment under the Contract. When the Department of Central Management Services (CMS) signs in addition to an Agency/Buyer, CMS does so as approving officer and shall have no liability to AT&T. When CMS signs a Master Contract on behalf of State agencies, only the Agency/Buyer that places an order with the AT&T shall have any liability to AT&T.

#### 4.18 NOTICES

Notices and other communications provided for herein shall be given in writing by registered or certified mail, return receipt requested, by receipted hand delivery, by courier (UPS, Federal Express or other similar and reliable carrier), by e-mail, or by fax showing the date and time of successful receipt. Notices shall be sent to the individuals who signed the Contract using the contact information following the signatures. Each such notice shall be deemed to have been provided at the time it is actually received. By giving notice, either Party may change the contact information.

#### 4.19 GENERAL PROVISIONS

- 4.19.1 The State will provide AT&T access to State information, facilities, or equipment as AT&T reasonably requires to perform its obligations under this Contract. The State will maintain a suitable and safe working environment. In the event hazardous material are discovered at a State facility and AT&T becomes aware of such hazardous materials, AT&T may refuse to perform at such site until the condition is remediated.
- 4.19.2 Any legal action arising in connection with this Contract must begin within a time period consistent with state law after the cause of action arises.

5. CERTIFICATIONS AND CONFLICTS

Vendor certifies it is under no legal prohibition on contracting with the State of Illinois, has no known conflicts of interest and further specifically certifies that:

5.1 Vendor, its employees and subcontractors will comply with applicable provisions of the U.S. Civil Rights Act, Section 504 of the Federal Rehabilitation Act, the Americans with Disabilities Act (42 U.S.C. § 12101 et seq.) and applicable rules in performance under this Contract.

5.2 Vendor is not in default on an educational loan (5 ILCS 385/3).

5.3 Vendor has informed the director of the Agency/Buyer in writing if he/she was formerly employed by that agency and has received an early retirement incentive prior to 1993 under Section 14-108.3 or 16-133.3 of the Illinois Pension Code, 40 ILCS 5/14-108.3 and 40 ILCS 5/16-133.3, and acknowledges that contracts made without the appropriate filing with the Auditor General are not payable from the "contractual services" or other appropriation line items. Vendor has not received an early retirement incentive on or after 2002 under Section 14-108.3 or 16-133.3 of the Illinois Pension Code, 40 ILCS 5/14-108.3 and 40 ILCS 5/16-133.3, and acknowledges that contracts in violation of Section 15a of the State Finance Act are not payable from the "contractual services" or other appropriation line items (30 ILCS 105/15a).

5.4 Vendor certifies (i) that it will offer to assume the collective bargaining obligations of the prior employer, including any existing collective bargaining agreement with the bargaining representative of any existing collective bargaining unit or units performing substantially similar work to the services covered by the contract subject to its bid or offer, and (ii) that it shall offer employment to all employees currently employed in any existing bargaining unit performing substantially similar work that will be performed under this contract (30 ILCS 500/25-80). The parties acknowledge Section 5.4 is not applicable to this Contract.

5.5 Vendor has not been convicted of bribing or attempting to bribe an officer or employee of the State of Illinois or any other State, nor has Vendor made an admission of guilt of such conduct that is a matter of record (30 ILCS 500/50-5).

5.6 If Vendor has been convicted of a felony, at least five years have passed after the date of completion of the sentence for such felony, unless no person held responsible by a prosecutor's office for the facts upon which the conviction was based continues to have any involvement with the business (30 ILCS 500/50-10).

5.7 If Vendor, or any officer, director, partner, or other managerial agent of Vendor, has been convicted of a felony under the Sarbanes-Oxley Act of 2002, or a Class 3 or Class 2 felony under the Illinois Securities Law of 1953, at least five years have passed since the date of the conviction. Vendor further certifies that it is not barred from being awarded a contract and acknowledges that the State shall declare the Contract void if this certification is false (30 ILCS 500/50-10.5).

5.8 Vendor and its affiliates are not delinquent in the payment of any debt to the State (or if delinquent has entered into a deferred payment plan to pay the debt), and Vendor and its affiliates acknowledge the State may declare the Contract void if this certification is false (30 ILCS 500/50-11) or if Vendor or an affiliate later becomes delinquent and has not entered into a deferred payment plan to pay off the debt (30 ILCS 500/50-60).

5.9 Vendor and all affiliates shall collect and remit Illinois Use Tax on all sales of tangible personal property into the State of Illinois in accordance with provisions of the Illinois Use Tax Act (30 ILCS 500/50-12) and acknowledges that failure to comply can result in the Contract being declared void.

5.10 Vendor certifies that it has not committed a willful or knowing violation of the Environmental Protection Act (relating to Civil Penalties under the Environmental Protection Act) within the last five years, and is therefore not barred from being awarded a contract. If the State later determines that this certification was falsely made by the Vendor, the Vendor acknowledges that the State may declare the Contract void (30 ILCS 500/50-14).

5.11 Vendor has not paid any money or valuable thing to induce any person to refrain from bidding on a State contract, nor has Vendor accepted any money or other valuable thing, or acted upon the promise of same, for not bidding on a State contract (30 ILCS 500/50-25).

5.12 Vendor is not in violation of the "Revolving Door" section of the Illinois Procurement Code (30 ILCS 500/50-30).

5.13 Vendor will report to the Illinois Attorney General and the Chief Procurement Officer any suspected collusion or other anti-competitive practice among any bidders, offerors, contractors, proposers or employees of the State (30 ILCS 500/50-40, 50-45, 50-50).

5.14 In accordance with the Steel Products Procurement Act, steel products used or supplied in the performance of a contract for public works shall be manufactured or produced in the United States, unless the executive head of the procuring agency grants an exception (30 ILCS 565).

5.15 Vendor will, pursuant to the Drug Free Workplace Act, provide a drug free workplace and Vendor and its employees shall not engage in the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance during the performance of the Contract. This certification applies to contracts of \$5000 or more with individuals; and to entities with 25 or more employees (30 ILCS 580).

5.16 Neither Vendor nor any substantially owned affiliate is participating or shall participate in an international boycott in violation of the U.S. Export Administration Act of 1979 or the applicable regulations of the U.S. Department of Commerce. This certification applies to contracts that exceed \$10,000 (30 ILCS 582).

5.17 Vendor has not been convicted of the offense of bid rigging or bid rotating or any similar offense of any state or of the United States (720 ILCS 5/33 E-3, E-4).

5.18 Vendor complies with the Illinois Department of Human Rights Act and rules applicable to public contracts, including equal employment opportunity, refraining from unlawful discrimination, and having written sexual harassment policies (775 ILCS 5/2-105).

5.19 Vendor does not pay dues to, or reimburse or subsidize payments by its employees for any dues or fees to any "discriminatory club" (775 ILCS 25/2).

5.20 Vendor complies with the State Prohibition of Goods from Forced Labor Act, and certifies that no foreign-made equipment, materials, or supplies furnished to the State under the Contract have been or will be produced in whole or in part by forced labor, or indentured labor under penal sanction (30 ILCS 583).

5.21 Vendor certifies that no foreign-made equipment, materials, or supplies furnished to the State under the Contract have been produced in whole or in part by the labor or any child under the age of 12 (30 ILCS 584).

5.22 Vendor certifies that it is not in violation of Section 50-14.5 of the Illinois Procurement Code (30 ILCS 500/50-14.5) that states: "Owners of residential buildings who have committed a willful or knowing violation of the Lead Poisoning Prevention Act (410 ILCS 45) are prohibited from doing business with the State until the violation is mitigated".

5.23 Vendor warrants and certifies that it and, to the best of its knowledge, its subcontractors have and will comply with Executive Order No. 1 (2007). The Order generally prohibits Vendors and subcontractors from hiring the then-serving Governor's family members to lobby procurement activities of the State, or any other unit of government in Illinois including local governments if that procurement may result in a contract valued at over \$25,000. This prohibition also applies to hiring for that same purpose any former State employee who had procurement authority at any time during the one-year period preceding the procurement lobbying activity.

5.24 Vendor has disclosed if required, on forms provided by the State, and agrees it is under a continuing obligation to disclose to the State, financial or other interests (public or private, direct or indirect) that may be a potential conflict of interest or which would prohibit Vendor from having or continuing the Contract. This includes, but is not limited to conflicts under the "Infrastructure Task Force Fee Prohibition" section of the State Finance Act (30 ILCS 105/8.40), Article 50 of the Illinois Procurement Code (30 ILCS 500/50), or those which may conflict in any manner with the Vendor's obligation under this Contract. Vendor shall not employ any person with a conflict to perform under this Contract. If any elected or appointed State officer or employee, or the spouse or minor child of same has any ownership or financial interest in the Vendor or the Contract, Vendor certifies it has disclosed that information to the State if required, on forms provided by the State, and any waiver of the conflict has been issued in accordance with applicable law and rule. A waiver is required if:

5.24.1 the person intending to contract with the State, their spouse or child: (i) holds an elective office in Illinois; (ii) holds a seat in the Illinois General Assembly; (iii) is an officer or employee of the Capital Development Board or the Illinois Toll Highway Authority, or holds an appointed position or is employed in any of the offices or agencies of the State government and who receives compensation for such employment in excess of 60% of the salary of the Governor (currently \$90,414.60). (The conflict of interest threshold of 60% of the Governor's salary set forth in Section 50-13 does not apply to elective office holders, legislators, and officers or employees of the Capital Development Board or the Illinois Toll Highway Authority.);

5.24.2 the contract is with a firm, partnership, association or corporation in which a person referenced in 5.23.1 above receives more than 7.5% of the total distributable income or an amount in excess of the salary of the Governor (currently \$150,691.00).

5.24.3 the contract is with a firm, partnership, association or corporation in which a person referenced in 5.23.1 above, together with their spouse or minor child, receives more than 15% in the aggregate of the total distributable income or an amount in excess of 2 times the salary of the Governor (currently \$301,382.00) from the firm, partnership, association or corporation.

6. SUPPLEMENTAL PROVISIONS

6.1 ENTIRE CONTRACT

This Contract, consisting of the signature page, sections one through six, and any attachments marked (X) below, constitutes the entire Contract between the Parties concerning the subject matter of the Contract, and supersedes all prior proposals, contracts and understandings between the Parties concerning the subject matter of the Contract. Amendments, modifications and waivers must be in writing and signed by authorized representatives of the Parties. Any provision of this Contract officially declared void, unenforceable, or against public policy, shall be ignored and the remaining provisions shall be interpreted, as far as possible, to give effect to the Parties' intent. All provisions that by their nature would be expected to survive, shall survive termination. In the event of a conflict between the State's and the AT&T's terms, conditions and attachments, this Contract shall prevail.

NA Definitions

NA Public Works Requirements (820 ILCS 130/4)

NA Prevailing Wage (janitorial cleaning, window cleaning, building and grounds, site technician, natural resources, food services, and security services, if valued at more than \$200 per month or \$2000 per year (30 ILCS 500/25-60)

NA Prevailing Wage (all printing contracts) (30 ILCS 500/25-60)

NA Prohibition on Contingent Fees (certain federally funded contracts)

NA BEP Subcontracting Requirements

       State Supplemental Terms and Conditions

       Vendor Supplemental Terms and Conditions

X Other (describe)

1. Attachment 1

# Taxpayer identification number

I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

Company Name: AT&T DataComm Inc., d/b/a AT&T DataCom

Taxpayer Identification Number:

Social Security Number \_\_\_\_\_  
or  
Employer Identification Number 36-4284455

*(If you are an individual, enter your name and SSN as it appears on your Social Security Card. If completing this certification for a sole proprietorship, enter the owner's name followed by the name of the business and the owner's SSN or EIN. For all other entities, enter the name of the entity as used to apply for the entity's EIN and the EIN.)*

Legal Status (check one):

- |  |   |
|--|---|
| <input type="checkbox"/> Individual  | <input type="checkbox"/> Governmental   |
| <input type="checkbox"/> Sole Proprietor   | <input type="checkbox"/> Nonresident alien  |
| <input type="checkbox"/> Partnership/Legal Corporation   | <input type="checkbox"/> Estate or trust  |
| <input type="checkbox"/> Tax-exempt  | <input type="checkbox"/> Pharmacy (Non-Corp.)   |
| <input type="checkbox"/> Corporation providing or billing medical and/or health care services                | <input type="checkbox"/> Pharmacy/Funeral Home/Cemetery (Corp.)                           |
| <input checked="" type="checkbox"/> Corporation NOT providing or billing medical and/or health care services | <input type="checkbox"/> Limited Liability Company (select applicable tax classification) |
| <input type="checkbox"/> Other: _____  | <input type="checkbox"/> D = disregarded entity   |
|  | <input type="checkbox"/> C = corporation  |
|  | <input type="checkbox"/> P = partnership  |

AT&T DataComm Inc., d/b/a AT&T DataCom

<u><i>Eva P Smith</i></u>	<u>6/19/08</u>
Signature	Date
<u>EVA P SMITH</u>	<u>Contracts Specialist</u>
Printed Name	Title

## ATTACHMENT 1

### ICN Network Optimization Service (NOS) Summary

Phase		Project Duration
Network Optimization Services	<ul style="list-style-type: none"> <li>• Foundation Technology Network Support Service</li> <li>• Foundation Technology Continuous Learning Service</li> </ul>	1 Year subscription

- The Annual Security and Operational Readiness Assessments are not included
- The TKL (Technical Knowledge Library) is included in the NOS renewal price.

### Cisco Foundation Technology Network Support Service

Activity	Deliverable
Review developed detailed design standards for your campus, metropolitan, and wide-area networks	Detailed design review reports plus ongoing design consultation to support incremental design changes to your networks
Identify future software feature and functionality requirements and the ability of your current software to meet those requirements	<ul style="list-style-type: none"> <li>• Software management strategy report</li> <li>• Proactive software recommendation reports</li> <li>• Periodic software lifecycle reports, bug reports, and infrastructure analysis reports</li> <li>• Ongoing software security alerts</li> </ul>
Analyze performance data and configurations from network devices on a recurring basis to proactively identify network optimization opportunities	<ul style="list-style-type: none"> <li>• Technology audit or protocol audit reports</li> <li>• Configuration best-practice reports on Cisco IOS® Software and Cisco Catalyst® OS devices</li> <li>• Periodic syslog analysis reports</li> <li>• Proactive advisory reports</li> </ul>
Monitor areas prioritized for potential improvement identified by Cisco experts and tools	Network improvement plan, based on recommendations from the Cisco Foundation Technology Annual Assessment Service and the Cisco Foundation Technology Network Support Service, providing a prioritized task list that is reviewed quarterly
Provide network change support for up to two deployment-related hardware, software, or configuration events per month	

Cisco Foundation Technology Continuous Learning Service

Activity	Deliverable
<p>Provide anytime access to industry-leading expertise and intellectual property</p>	<p>Access to a wealth of intellectual property and other resources through the Cisco Technical Knowledge Library, including:</p> <ul style="list-style-type: none"> <li>• Documents that Cisco has created for you, such as plans, reports, and presentations</li> <li>• Cisco product and technology information</li> <li>• Engineering white papers</li> <li>• Case studies</li> <li>• Cisco Press® publications</li> <li>• The onBusiness Network Content Library</li> <li>• Networkers Online, the official online site for the award-winning Networkers conference</li> <li>• Recommendations for e-learning courses and simulation tools</li> </ul>
<p>Provide information about new networking products and software features for your environment on a continual basis</p>	<p>Informal educational sessions and continual communication</p>