

State of Illinois
Emergency Contract

State of Illinois Department of Innovation and Technology
JPMC Data, Network, and Voice Services

26-448DOIT-TELEC-P-90419

The undersigned AGENCY and VENDOR (the "Parties") agree to enter into this Emergency Contract (the "Contract"), consisting of the signature page and numbered sections listed below and the attachments listed and included below, which together constitute the entire Contract between the Parties concerning the subject matter of the Contract. In signing the Contract, Vendor affirms that its Certifications and Disclosures are true and accurate as of the date of Vendor's execution of the Contract. This Contract supersedes all prior proposals, contracts and understandings between the Parties concerning the subject matter of the Contract. The Parties further agree as follows:

1. DESCRIPTION OF CONTRACT:

The Illinois Department of Innovation and Technology ("DoIT" or the "State") is executing a Statewide Joint Purchase Master Contract for Data, Network, and Voice Services for use by governmental units and qualified not-for-profit agencies, as further stated herein.

Vendor acknowledges that DoIT is obligated by statute to provide for and control the procurement, retention, installation, and maintenance of telecommunications equipment or services used by the State agencies it serves, in the interest of efficiency and economy, and that this process is governed by the Department of Innovation and Technology Act, 20 ILCS 1370/1-15, 20 ILCS 1370/1-30, and 20 ILCS 1370/1-35. [Statutory changes made by P.A. 104-195, effective January 1, 2026, are noted below where appropriate.] To accomplish this statutory obligation, DoIT procures telecommunications goods and services at optimal costs and leases such goods and services back to the State agencies that DoIT serves.

- A. "Chief Procurement Officer" means the chief procurement officer appointed pursuant to 30 ILCS 500/10-20(a)(4).
- B. For purposes of this Contract, a "Governmental Unit" means DoIT or any municipal governments, community colleges, local school districts and other bodies politic, municipal corporations and similar entities, and State of Illinois government entities or elected officials—but excludes any "Transferring Agency"

[changed to "Transferred Agency" effective January 1, 2026] listed in the Department of Innovation and Technology Act, 20 ILCS 1370/1-5, or any other State agency served by DoIT.

- C. "Qualified not-for-profit agency" means any not-for-profit agency that qualifies under Section 45-35 of the Illinois Procurement Code and that either (1) acts pursuant to a board established by or controlled by a unit of local government or (2) receives grant funds from the State or from a unit of local government.

The Chief Procurement Officer for General Services makes this Contract available to Governmental units and Qualified Not-For-Profit Agencies, as stated herein. Transferring Agencies [changed to "Transferred Agencies" effective January 1, 2026] and any other State agencies served by DoIT are not allowed to purchase directly off this Contract.

Vendor agrees to extend all terms and conditions, specifications, and pricing or discounts specified in this Contract for the items in this Contract to all Governmental Units and Qualified Not-For-Profit Agencies, as specified herein. The supplies or services subject to this Contract shall be distributed or rendered directly to each Governmental Unit or Qualified Not-For-Profit Agency, as specified herein. Vendor shall bill each Governmental Unit or Qualified Not-For-Profit Agency separately for its share of the costs of the supplies or services purchased. The credit or liability of each Governmental Unit or Qualified Not-For-Profit Agency shall remain separate and distinct. Disputes between Vendor and Governmental Units and Qualified Not-For-Profit Agencies shall be resolved between the affected parties. All terms and conditions in this Contract shall apply with full force and effect to all purchase orders.

Vendor shall accept and execute orders and modification to orders from individuals authorized by the State acting on behalf of DoIT and from Governmental Units and Qualified Not-For-Profit Agencies as outlined above. The State shall provide Vendor with a list of authorized individuals. The ordering party of a Governmental Unit or Qualified Not-For-Profit Agency requesting services hereunder must sign an "Acknowledgement of Service Order" substantially in the form attached hereto as Attachment A that will specify the service term, the applicable price and any other terms and conditions that will apply to such order.

2. TERMS AND CONDITIONS:

Except as modified by the terms set forth herein, this Contract is on the same terms and conditions as Contract #CMT1020636/ 21-448DOIT-TELEC-P-27137, which expired on December 9, 2022, (but omitting some of its original attachments, as provided below) attached hereto as Exhibit A (the "Prior Terms"). In the event of any ambiguity, inconsistency, or conflict between terms, the following order of precedence shall apply: (1) this Contract (but excluding Attachment 1 and the Prior Terms); (2) the Prior Terms

(but excluding any original attachments); (3) Attachment 1 of this Contract; (4) any original attachments included in the Prior Terms as provided below; and (5) any additional Vendor terms referenced or incorporated by hyperlink or otherwise within (a) Attachment 1 of this Contract, or (b) the Prior Terms. For the avoidance of doubt, pricing for services shown in Attachment 1—Modern Rate Table, attached to this Contract will supersede any pricing shown in any original attachments included in the Prior Terms.

A. The new following subsection is added to Section 4.8 (“Indemnification and Liability”):

4.8.5 DATA BREACH PREVENTION, NOTICE, AND REMEDIATION: Vendor shall protect the security, storage, and integrity of the State’s data on Vendor’s networks and data storage facilities from unauthorized access. Notwithstanding anything to the contrary in this Contract, to the extent that Vendor experiences an information breach that adversely affects the State’s data, Vendor shall promptly notify the State and will use best efforts to immediately remedy any such breach or incident, and to prevent any further breach or incident, at Vendor’s expense, in accordance with applicable privacy rights, laws, regulations, including but not limited to the Illinois Personal Information Protection Act (815 ILCS 530), if applicable to the services provided. Vendor shall reimburse the State for all costs incurred by the State in responding to, and mitigating damages caused by, any such breach or security incident, including all costs of notice and/or remediation, and restoration or replacement of such data, content, computers, systems, or networks. Prior to any request for reimbursement, the State will present to Vendor reasonable written documentation, evidencing such costs.

B. The existing Section 4.17 (“Notices”) is replaced in its entirety with the following:

4.17 NOTICES: Notices and other communications provided for herein shall be given in writing via electronic mail whenever possible. If transmission via electronic mail is not possible, then notices and other communications shall be given in writing via registered or certified mail with return receipt requested, via receipted hand delivery or via courier (UPS, Federal Express or other similar and reliable carrier). Notices shall be sent to the individuals who signed this Contract using the contact information as provided with the signatures. Each such notice shall be deemed to have been provided at the time it is received. By giving notice, either Party may change its contact information.

C. The existing Section 4.18 (“Modifications and Survival”) is replaced in its entirety with the following:

4.18. MODIFICATIONS, SURVIVAL: Amendments, modifications, and waivers must be in writing and signed by authorized representatives of the Parties. However, to the

extent this is a master Contract, no order placed against it may purport to amend the terms herein. 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. Furthermore:

1. **Payment Obligations:** All fees, charges, and payment obligations incurred as allowed in this Contract prior to the effective date of termination of the Contract shall remain due and enforceable. In addition, for any in-scope services or products ordered subject to a fixed-term or consumption agreement term (which for example may include cloud consumption models, telecommunications circuits, Software-as-a-Service (SaaS) subscriptions, or software licenses) that extends beyond the termination or expiration of this Contract, such services and products shall continue to be provided and the associated payment obligations shall continue for the duration of the applicable ordered term.
2. **Term-Based Commitments:** Any service or product governed by a fixed-term or consumption agreement term (which for example may include cloud consumption models, telecommunications circuits, SaaS subscriptions, or software licenses) shall continue to be subject to the terms and conditions of this Contract until the end of the applicable ordered term.
3. In general, Vendor shall continue to comply with all order terms that extend past the expiration or termination of this Contract, as described in this Section, and all terms and conditions of this Contract shall survive and continue to apply to such orders following the expiration or termination of this Contract.
3. **CONTRACT TERM:** The term of this Contract shall begin December 12, 2025, and shall continue through and including March 11, 2026.
4. **COST:** The Illinois Office of the Comptroller requires the State to indicate whether the Contract price is firm or estimated at the time it is submitted for obligation. The total cost of this Contract is **N/A** as this is an indefinite quantity Joint Purchase Master Contract. All Pricing from the Prior Terms (Exhibit A) is replaced by Attachment 1. (See Attachment 1: Modern Rate Tables.)
5. **Attachments:**

Exhibit A: Contract #CMT1020636/ 21-448DOIT-TELEC-P-27137 (but omittin

g some of its original attachments, as shown) (the "Prior Terms")

Attachment 1: Modern Rate Tables (replacements for omitted original attachments from the Prior Terms)

Attachment 2: AT&T Enterprises LLC Vendor Disclosures (Formerly Forms A) v.26.2

Attachment 3: Standard Illinois Certifications v.26.2

Attachment 4: Financial Disclosures and Conflict of Interest v.26

The Parties agree to the terms and conditions set forth herein and have caused this Contract to be executed by their duly authorized representatives below.

VENDOR:

STATE OF ILLINOIS

(Vendor Name): AT&T Enterprises LLC

(Agency): Department of Innovation and Technology



Signature:

Printed Name: Veronica Danao

Printed Name: Brandon Ragle

Contractor CS, as Signer for AT&T
Title: _____ Date: 12-17/2025

Title: Acting Secretary and State CIO Date: 12/22/2025

Address: 208 S. Akard Street
Dallas, TX 75202

Designee Signature: _____

Phone: _____ Fax: _____
ma3889

Printed Name: _____

Title: _____

ALL NOTICES TO:

Email: _____

Legal Signature: 

Legal Printed Name: Radhika Lakhani Date: 12/22/2025

Legal's Title: General Counsel

Fiscal Signature: 

Fiscal Printed Name: Mary Feagans Date: 12/22/2025

Fiscal Title: Chief Financial Officer

ALL NOTICES TO:

DoIT.ITPO.Communication@Illinois.gov &
DoIT.GeneralCounsel@illinois.gov

Reviewed as to legally prohibited clauses
DK 12/18/2025