



OFFICE OF THE PURCHASING AGENT

COUNTY OF COOK

118 NORTH CLARK ST. ROOM 1018
CHICAGO, ILLINOIS 60602-1375
(312) 603-5370

THIS PURCHASE ORDER NUMBER
MUST APPEAR ON ALL PACKAGES,
INVOICES, SHIPPING PAPERS AND
DROP SHIPMENTS.

DATE
4/24/2008
F.O.B. POINT

PURCHASE ORDER NO.
161950 - 000- OP
REQUISITION NO.
00077945 OC

PURCHASE ORDERED ISSUED TO
770660
Major Scale Technology Mgmt
PO Box 1130
Oak Park IL 60304

COOK COUNTY FEIN: 36-6006541
ILLINOIS SALES TAX EXEMPT: E-9998-2013-04
FEDERAL EXCISE TAX EXEMPT CERT: 36-75-D038K

SHIP TO County Clerk - Election Department
Cook County Administration Offices
69 W. Washington Street - 5th Floor
Chicago IL 60602-3007

DELIVERY INSTRUCTIONS
ROSE FARELLA
312.603.0927

DEPT NO
5331454 Page 1 of 1

LINE	FURNISH THE FOLLOWING SUPPLIES AND/OR SERVICE	QUANTITY/ UOM	UNIT PRICE	EXTENDED PRICE	ACCOUNT NUMBER
1.00	REQUESTING AUTHORIZATION TO ENTER INTO A CONTRACT INFORMATION TECHNOLOGY MANAGEMENT SERVICES AS PER CONTRACT 08-41-192 AUTHORIZED BY COUNTY BOARD: 03/18/2008 CONTRACT PERIOD 04/15/2008 THROUGH 04/30/2011 AMOUNT AUTHORIZED: \$1,500,000.00 AMOUNT ENCUMBERED THIS PO \$186,000.00 BALANCE TO FOLLOW ON SEPARATE PO REQ#85330003	.00 JB	186,000.0000	186,000.00	5331454.520835
		*****	Total Order	*****	186,000.00

NOTE: VENDOR AGREES NOT TO EXCEED THE QUANTITY OR DOLLAR AMOUNT OF THIS ORDER WITHOUT WRITTEN AUTHORIZATION FROM THE PURCHASING AGENT

RECEIPT CERTIFICATION (FOR DEPARTMENT USE ONLY)

I hereby certify that I have received the goods/services reflected above and that the items referenced are in full conformity with the purchase order/contract.

Authorized Signature: _____

Date: _____

I hereby certify that this purchase is in agreement with the requisition on file authorizing the expenditure and is properly approved.

PURCHASING AGENT

Date: _____

[Handwritten Signature] 4-24-08

Report: R56REQ2

Purchase Requisition
Office of the Purchasing Agent
Cook County of Illinois

41

Purchase Order Number

161950

Requisition # **OC 77945** Contract # **08-41-192** Open Date

Ship To: 8000175 County Clerk - Election Depart
Cook County Administration Off
69 W. Washington Street - 5th
Chicago IL 60602-3007
Delivery Instructions: ROSE FARELLA
312.603.0927
Supplier: 770660 Major Scale Technology Mgmt
PO Box 1130
Oak Park IL 60304

Buyer Number 724151 Supervisor 50
Bid/Sole Src Code SSV
Business Unit 5331454
Internal Req Number 85330003
Board Apr Date & Item ~~3/18/08~~ 3/18/08
Requisition Date 3/18/2008
Date Needed 3/18/2008

One Time Purchase ___ Yes ___ No Covers Need for ___ months. Specific Period of time ___ thru ___ Prior Contract No. ___ Expiration Date ___ Emergency No. ___

Line #	Commodity Description	Bal. on Hand	Quantity	UOM	Est. Unit Cost	Extended Cost	Business Unit and Object Account
1.000 961	REQUESTING AUTHORIZATION TO ENTER INTO A CONTRACT WITH MAJOR SCALE TECHNOLOGY MANAGEMENT INC, OAK PARK, IL FOR INFORMATION TECHNOLOGY SERVICES MANAGEMENT. AUTHORIZED BY COUNTY BOARD: 3/18/08 3/18/08 AMOUNT AUTHORIZED: \$1,500,000.00 AMOUNT ENCUMBERED ON THIS PO: \$186,000.00 BALANCE TO FOLLOW ON SEPARATE PO.	<	>	JB	186,000.0000	186,000.00	5331454.520835
Total of Items Ordered						<u>186,000.00</u>	

RECEIVED
OFFICE OF THE
PURCHASING AGENT
08 MAR 19 PM 6:31

SOLE SOURCE

DATE TO BUYER/SPEC ENG: 3-25-08

DATE RETURNED TO SUPERVISOR 4-11-08

(S/B RETURNED FOR SIGN OFF BY THIS DATE)

CERTIFICATION
I hereby certify that the items and/or services above are necessary to this department (or institution) and that the dept. no., account & activity numbers indicated above accurately reflect the specific line item budget appropriation approved by the Board of County Commissioners and there is a sufficient unencumbered balance in the account to guarantee same.
[Signature]
REQUISITIONER BUREAU or DEPARTMENT HEAD

CCA APPROVED BUDGETARY ACCOUNT
ACCT # _____
DATE _____ BY _____

PURCHASING USE ONLY

[Handwritten Signature]
BV

~~Clerk Automation Fund.~~

The Chief Information Officer has reviewed this item and concurs with this recommendation.

***Referred to the Committee on Information Technology & Automation on February 20, 2008.**

Commissioner Daley, seconded by Commissioner Schneider, moved approval of the amendment to Communication Number 292326. The motion carried.

Commissioner Daley, seconded by Commissioner Schneider, moved the approval of Communication Number 292326 as amended. The motion carried.

292327

COOK COUNTY CLERK, David Orr, by Clem Balanoff, Deputy County Clerk, transmitting a Communication:

requesting authorization for the Purchasing Agent to enter into a contract with **MAJOR SCALE TECHNOLOGY MANAGEMENT, INC.**, Oak Park, Illinois, to provide information technology management services (ITMS). The ITMS will include: 1) development of an IT infrastructure over a 3-year period to establish comprehensive, uniform support services to all of twenty-five applications within the Clerk's Office; 2) management of major IT contracts such as Sequoia Voting Systems, forensic analysis of election systems, IT service of hardware and software, web-based applications; 3) project management services for all new IT applications in each of the five divisions of the Clerk's Office including a Clerk intranet, automated board agenda, genealogy online, agency tax rates online and ethics online; and 4) creation of an interface with the County portal and other County IT systems where appropriate.

Reason: Major Scale Technology Management, Inc. was selected as the most qualified vendor responding to a Request for Proposal (RFP) issued by the County Clerk due to their expertise in establishing forensic analyses protocols, aligning IT organizations with changing and expanding IT infrastructure and expertise in Sequoia Voting Systems. Major Scale is a county certified MBE contractor.

Estimated Fiscal Impact: ~~None.~~ \$1,500,000.00

County Clerk Election Division Fund Amount: \$1,264,000.00 (Fiscal Year 2008 - \$314,000.00; Fiscal Year 2009 -\$475,000.00; and Fiscal Year 2010 - \$475,000.00) (524-260 Account).

County Clerk Automation Fund Amount: \$236,000.00 (Fiscal Year 2008 - \$186,000.00; Fiscal Year 2009 - \$25,000.00; and Fiscal Year 2010 - \$25,000.00.) (533-260 Account).

Contract period: ~~March 1, 2008 through December 31, 2010~~ April 15, 2008 through April 30, 2011. Requisition Nos. 85240008, 95240002, 05240001, 85330003, 95330003 and 05330003.

~~Sufficient funds are available in the County Clerk Election Division Fund and the County Clerk Automation Fund.~~

The Chief Information Officer has reviewed this item and concurs with this recommendation.

*** Referred to the Committee on Information Technology and Automation on February 20, 2008.**

Commissioner Daley, seconded by Commissioner Schneider, moved the approval of the amendment to Communication Number 292327. The motion carried.

Commissioner Daley, seconded by Commissioner Schneider, moved the approval of

Communication Number 292327 as amended. The motion carried.

Chairman Beavers asked the Secretary to the Board to call upon the registered public speakers, in accordance with Cook County Code, Sec. 2-108(dd):

- 1. George Blakemore – Concerned Citizen

Commissioner Daley moved to adjourn the meeting, seconded by Commissioner Steele. The motion carried and the meeting was adjourned.

**YOUR COMMITTEE RECOMMENDS THE FOLLOWING ACTION
WITH REGARD TO THE MATTERS NAMED HEREIN:**

Communication Number 292326
Communication Number 292327

Approved as Amended
Approved as Amended

Respectfully submitted,
Committee on Information Technology &
Automation

XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX
William M. Beavers, Chairman

Attest:

XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX
Matthew B. DeLeon, Secretary

** The audio recording for this meeting is available from the Office of the Secretary to the Board, 118 North Clark Street, Room 567, Chicago, IL 60602.

Communication Number 292327 as amended. The motion carried.

Chairman Beavers asked the Secretary to the Board to call upon the registered public speakers, in accordance with Cook County Code, Sec. 2-108(dd):

- 1. George Blakemore – Concerned Citizen

Commissioner Daley moved to adjourn the meeting, seconded by Commissioner Steele. The motion carried and the meeting was adjourned.

**YOUR COMMITTEE RECOMMENDS THE FOLLOWING ACTION
WITH REGARD TO THE MATTERS NAMED HEREIN:**

Communication Number 292326
Communication Number 292327

Approved as Amended
Approved as Amended

Respectfully submitted,
Committee on Information Technology &
Automation

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William M. Beavers, Chairman

Attest:

XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX
Matthew B. DeLeon, Secretary

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292327

BOARD OF COMMISSIONERS
of Cook County

Subject Matter

COOK COUNTY CLERK, David Orr, by Clem Balanoff, Deputy County Clerk, transmitting a Communication:

requesting authorization for the Purchasing Agent to enter into a contract with **MAJOR SCALE TECHNOLOGY MANAGEMENT, INC.**, Oak Park, Illinois, to provide information technology management services (ITMS). The ITMS will include: 1) development of an IT infrastructure over a 3-year period to establish comprehensive, uniform support services to all of twenty-five applications within the Clerk's Office; 2) management of major IT contracts such as Sequoia Voting Systems, forensic analysis of election systems, IT service of hardware and software, web-based applications; 3) project management services for all new IT applications in each of the five divisions of the Clerk's Office including a Clerk intranet, automated board agenda, genealogy online, agency tax rates online and ethics online; and 4) creation of an interface with the County portal and other County IT systems where appropriate.

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Estimated Fiscal Impact: ~~None~~

\$1,500,000.00

County Clerk Election Division Fund Amount: \$1,264,000.00 (Fiscal Year 2008 - \$314,000.00; Fiscal Year 2009 - \$475,000.00; and Fiscal Year 2010 - \$475,000.00) (524-260 Account).

County Clerk Automation Fund Amount: \$236,000.00 (Fiscal Year 2008 - \$186,000.00; Fiscal Year 2009 - \$25,000.00; and Fiscal Year 2010 - \$25,000.00.) (533-260 Account).

Contract period: ~~March 1, 2008 through December 31, 2010.~~ Requisition Nos. 85240008, 95240002, 05240001, 85330003, 95330003 and 05330003.

April 15, 2008
through
April 30, 2010

~~Sufficient funds are available in the County Clerk Election Division Fund and the County Clerk Automation Fund.~~

The Chief Information Officer has reviewed this item and concurs with this recommendation.



**OFFICE OF THE PURCHASING AGENT
COUNTY OF COOK**

118 NORTH CLARK ST. ROOM 1018
CHICAGO, ILLINOIS 60602-1375
(312) 603-5370

THIS PURCHASE ORDER NUMBER
MUST APPEAR ON ALL PACKAGES,
INVOICES, SHIPPING PAPERS AND
DROP SHIPMENTS.

PURCHASE ORDERED ISSUED TO
770660
Major Scale Technology Mgmt
PO Box 1130
Oak Park IL 60304

DATE
4/24/2008
F.O.B. POINT

PURCHASE ORDER NO.
161951 - 000- OP
REQUISITION NO.
00077913 OC

COOK COUNTY FEIN: 36-6006541
ILLINOIS SALES TAX EXEMPT: E-9998-2013-04
FEDERAL EXCISE TAX EXEMPT CERT: 36-75-D038K

SHIP TO County Clerk - Election Department
Cook County Administration Offices
69 W. Washington Street - 5th Floor
Chicago IL 60602-3007

DELIVERY INSTRUCTIONS

ROSE FARELLA
312.603.0927

DEPT NO	
5240583	Page 1 of 1

LINE	FURNISH THE FOLLOWING SUPPLIES AND/OR SERVICE	QUANTITY/ UOM	UNIT PRICE	EXTENDED PRICE	ACCOUNT NUMBER
1.00	REQUESTING AUTHORIZATION TO ENTER INTO A CONTRACT INFORMATION TECHNOLOGY MANAGEMENT SERVICES AS PER CONTRACT 08-41-192 AUTHORIZED BY COUNTY BOARD 03/18/2008 CONTRACT PERIOD 04/15/2008 THROUGH 04/30/2011 AMOUNT AUTHORIZED \$1,500,000.00 AMOUNT ENCLUMBERED ON THIS PO \$314,000.00 BALANCE TO FOLLOW ON SEPARATE PO REQ85240008	.00 JB	314,000.0000	314,000.00	5240583.520835
		*****	Total Order	*****	314,000.00

NOTE: VENDOR AGREES NOT TO EXCEED THE QUANTITY OR DOLLAR AMOUNT OF THIS ORDER WITHOUT WRITTEN AUTHORIZATION FROM THE PURCHASING AGENT

RECEIPT CERTIFICATION (FOR DEPARTMENT USE ONLY)

I hereby certify that I have received the goods/services reflected above and that the items referenced are in full conformity with the purchase order/contract.

I hereby certify that this purchase is in agreement with the requisition on file authorizing the expenditure and is properly approved.

PURCHASING AGENT

Date:

Authorized Signature: _____

Date: _____

[Signature]
4/24/08

Purchase Requisition
Office of the Purchasing Agent
Cook County of Illinois

Purchase Order Number

161951

Requisition # OC 77913 Contract # 08-41-192
Ship To: 8000175 County Clerk - Election Depart
Cook County Administration Off
69 W. Washington Street - 5th
Chicago IL 60602-3007
Delivery Instructions: ROSE FARELLA
312.603.0927
Supplier: 770660 Major Scale Technology Mgmt
PO Box 1130
Oak Park IL 60304

Buyer Number 724151 Supervisor 50
Bid/Sole Src Code SSV
Business Unit 5240583
Internal Req Number 85240008
Board Apr Date & Item 03/17/2008
Requisition Date 3/17/2008
Date Needed 3/17/2008

One Time Purchase Yes No Covers Need for ___ months. Specific Period of time ___ thru ___ Prior Contract No. ___ Expiration Date ___ Emergency No. ___

Line # Commodity Description Bal. on Hand Quantity UOM Est. Unit Cost Extended Cost Business Unit and Object Account

1.000 961 ~~REQUESTING AUTHORIZATION TO ENTER INTO A CONTRACT~~
~~WITH MAJOR SCALE TECHNOLOGY MANAGEMENT INC, OAK PARK, IL~~
FOR INFORMATION TECHNOLOGY SERVICES MANAGEMENT.
AUTHORIZED BY COUNTY BOARD: 03/17/2008
AMOUNT AUTHORIZED: \$1,500,000.00
AMOUNT ENCUMBERED ON THIS PO: \$314,000.00
BALANCE TO FOLLOW ON SEPARATE PO.

Total of Items Ordered 314,000.00

SOLE SOURCE

DATE TO BUYER/SPEC ENG: 3-25-08

DATE RETURNED TO SUPERVISOR 4-11-08

(S/B RETURNED FOR SIGN OFF BY THIS DATE)

RECEIVED
OFFICE OF THE
PURCHASING AGENT
03 MAR 18 PM 4:25

CERTIFICATION

I hereby certify that the items and/or services above are necessary to this department (or institution) and that the dept. no., account & activity numbers indicated above accurately reflect the specific line item budget appropriation approved by the Board of County Commissioners and there is a sufficient unencumbered balance in the account to grant same.

CCA

APPROVED BUDGETARY ACCOUNT

PURCHASING USE ONLY

ACCT # _____

DATE _____ BY _____

[Signature]
REQUISITIONER

BUREAU or DEPARTMENT HEAD

[Signature]
3/17/08

~~Clerk Automation Fund:~~

The Chief Information Officer has reviewed this item and concurs with this recommendation.

***Referred to the Committee on Information Technology & Automation on February 20, 2008.**

Commissioner Daley, seconded by Commissioner Schneider, moved approval of the amendment to Communication Number 292326. The motion carried.

Commissioner Daley, seconded by Commissioner Schneider, moved the approval of Communication Number 292326 as amended. The motion carried.

292327

COOK COUNTY CLERK, David Orr, by Clem Balanoff, Deputy County Clerk, transmitting a Communication:

requesting authorization for the Purchasing Agent to enter into a contract with **MAJOR SCALE TECHNOLOGY MANAGEMENT, INC.**, Oak Park, Illinois, to provide information technology management services (ITMS). The ITMS will include: 1) development of an IT infrastructure over a 3-year period to establish comprehensive, uniform support services to all of twenty-five applications within the Clerk's Office; 2) management of major IT contracts such as Sequoia Voting Systems, forensic analysis of election systems, IT service of hardware and software, web-based applications; 3) project management services for all new IT applications in each of the five divisions of the Clerk's Office including a Clerk intranet, automated board agenda, genealogy online, agency tax rates online and ethics online; and 4) creation of an interface with the County portal and other County IT systems where appropriate.

Reason: Major Scale Technology Management, Inc. was selected as the most qualified vendor responding to a Request for Proposal (RFP) issued by the County Clerk due to their expertise in establishing forensic analyses protocols, aligning IT organizations with changing and expanding IT infrastructure and expertise in Sequoia Voting Systems. Major Scale is a county certified MBE contractor.

Estimated Fiscal Impact: ~~None~~ \$1,500,000.00

County Clerk Election Division Fund Amount: \$1,264,000.00 (Fiscal Year 2008 - \$314,000.00; Fiscal Year 2009 - \$475,000.00; and Fiscal Year 2010 - \$475,000.00) (524-260 Account).

County Clerk Automation Fund Amount: \$236,000.00 (Fiscal Year 2008 - \$186,000.00; Fiscal Year 2009 - \$25,000.00; and Fiscal Year 2010 - \$25,000.00.) (533-260 Account).

Contract period: ~~March 1, 2008 through December 31, 2010~~ April 15, 2008 through April 30, 2011. Requisition Nos. 85240008, 95240002, 05240001, 85330003, 95330003 and 05330003.

~~Sufficient funds are available in the County Clerk Election Division Fund and the County Clerk Automation Fund.~~

The Chief Information Officer has reviewed this item and concurs with this recommendation.

*** Referred to the Committee on Information Technology and Automation on February 20, 2008.**

Commissioner Daley, seconded by Commissioner Schneider, moved the approval of the amendment to Communication Number 292327. The motion carried.

Commissioner Daley, seconded by Commissioner Schneider, moved the approval of

Communication Number 292327 as amended. The motion carried.

Chairman Beavers asked the Secretary to the Board to call upon the registered public speakers, in accordance with Cook County Code, Sec. 2-108(dd):

- 1. George Blakemore – Concerned Citizen

Commissioner Daley moved to adjourn the meeting, seconded by Commissioner Steele. The motion carried and the meeting was adjourned.

**YOUR COMMITTEE RECOMMENDS THE FOLLOWING ACTION
WITH REGARD TO THE MATTERS NAMED HEREIN:**

Communication Number 292326
Communication Number 292327

Approved as Amended
Approved as Amended

Respectfully submitted,
Committee on Information Technology &
Automation

XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX
William M. Beavers, Chairman

Attest:

XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX
Matthew B. DeLeon, Secretary

** The audio recording for this meeting is available from the Office of the Secretary to the Board, 118 North Clark Street, Room 567, Chicago, IL 60602.

AGENDA TRANSMITTAL FORM/REQUEST FOR BOARD MEETING OF: **February 20, 2008**

Using Agency: County Clerk Date: January 25, 2008

Year	Purchase Requisition Nos	
08	85330003	85240008
09	95330003	95240002
10	05330003	05240001

1. Describe item (name/quantity) or services requested:
 Requesting authorization for the Purchasing Agent to enter into a three-year contract with Major Scale Technology Management, Inc., Oak Park, IL for Information Technology Services Management. This contract will 1) develop an IT infrastructure over a 3-year period to establish comprehensive, uniform support services to all of twenty-five applications within the Clerk's Office, 2) manage major IT contracts such as Sequoia Voting Systems, Forensic Analysis of Election Systems, IT Service of hardware & software, web-based applications and hosting, 3) perform Project Management services for all new IT applications in each of the five divisions of the Clerk's Office including a Clerk intranet, Automated Board Agenda, Genealogy online, Agency Tax Rates online and Ethics online, 4) create interface with the County Portal and other County IT systems where appropriate.

2. What type of transaction are you requesting:

- A. Advertise for bids (go directly to question 5)
- B. Enter into a contract
- C. Renewal of existing contract
 You may check more than one of the following if applicable:
- D. Increase dollar amount of existing contract
- E. Extend time period on existing contract

3. If you check 2B through 2E, you must complete all of the following questions:

A. Vendor name and address:
 Major Scale Technology Management, Inc.
 PO Box 1130
 Oak Park, Illinois 60304

B. Reason: Major Scale Technology Management, Inc. was selected as the most qualified vendor responding to an RFP issued by the County Clerk due to their expertise in establishing forensic analyses protocols, aligning IT organizations with changing and expanding IT infrastructure and expertise in Sequoia Voting Systems. Major Scale is a county certified MBE contractor.

4. If you checked 2C through 2E above, you must complete the following:

Contract No.: _____
 Amount of original Board approved contract: _____
 Board Approval Date: _____

5. Expiration date of current contract (if applicable): _____
 Dates of proposed contract (if applicable): from 03/01/2008 to 12/31/2010

6. Fiscal Impact: **NONE.**

Account	Year	Fiscal Impact
524-260	2008	314,000
525-260	2009	475,000
524-260	2010	475,000
	Sub-total	1,264,000
533-260	2008	186,000
533-260	2009	25,000
533-260	2010	25,000
	Sub-total	236,000
	TOTAL	1,500,000

APPROVED AS AMENDED
 BY THE BOARD OF COOK COUNTY COMMISSIONERS
 MAR 18 2008
 COM - 292327

Name: Clem Balanoff, Deputy Clerk Phone Number: 312-603-3005

Signature: *Clem Balanoff*

To Amend Previously Submitted Agenda Transmittal. Changes in Bold.

REFERRED TO THE COMMITTEE ON INFORMATION
 TECHNOLOGY & AUTOMATION

COMMUNICATION NO. **292327**

FEBRUARY 20, 2008



TODD H. STROGER, PRESIDENT
BOARD OF COUNTY COMMISSIONERS

CARMEN K. TRICHE-COLVIN
PURCHASING AGENT

COUNTY OF COOK
OFFICE OF THE PURCHASING AGENT

118 NORTH CLARK STREET
CHICAGO, ILLINOIS 60602
(312) 603-5370

May 22, 2008

Major Scale Technology Management, Inc.
P. O. Box 1130
Oak Park, IL 60304
Attn: Kevin McDermott

Ref: Contract No: 08-41-192

Enclosed please find your copy of the above referenced contract.

This contract has been approved by the Board of Commissioners and signed by the proper officials on behalf of Cook County.

Cordially,

Carmen K. Triche-Colvin
Purchasing Agent

CKTC/cm

Enclosure

Cc: Phillis Laster



CONTRACT FOR SERVICE

DOCUMENT NO. 08-41-192



APPROVED BY BOARD OF
COOK COUNTY COMMISSIONERS

INFORMATION TECHNOLOGY MANAGEMENT SERVICES

APR 23 2008

FOR

COM _____

THE COOK COUNTY CLERK

WITH: MAJOR SCALE TECHNOLOGY MANAGEMENT, INC.

RECEIVED
DEPT. OF PURCHASE
COOK COUNTY
09 MAR 28 PM 3:45

BOARD OF COMMISSIONERS
COUNTY OF COOK
TODD H. STROGER, PRESIDENT

ISSUED BY THE
OFFICE OF THE PURCHASING AGENT

031808

REQ# 85330003
85240008

0319

3-25-08

CONTRACT FOR SERVICE
PART I
AGREEMENT

This CONTRACT is made and entered into by and between the County of Cook, a public body corporate of the State of Illinois, hereinafter the "County" and MAJOR SCALE TECHNOLOGY MANAGEMENT, INC., hereinafter the "Contractor", pursuant to authorization by the Cook County Board of Commissioners on MARCH 18, 2008, as evidenced by the Board authorization letter attached hereto as EXHIBIT "A."

WHEREAS, the County is responsible for procuring services for the COOK COUNTY CLERK, hereinafter the "Using Department";

WHEREAS, the Using Department requires the following services: INFORMATION TECHNOLOGY MANAGEMENT SERVICES;

WHEREAS, the Contractor is able and willing to provide such services, hereafter referred to as the "Work Program" as required by the County, upon the terms and conditions hereinafter provided and in consideration for the fees set forth herein;

NOW THEREFORE, in consideration of the premises and the mutual undertakings herein set forth, the parties agree as follows:

I. WORK PROGRAM

The Contractor agrees to perform the following services:

AS SET FORTH IN EXHIBIT "B"

II. CONTRACT PERIOD

This Contract shall be in effect for thirty-six and one-half (36.5) months after proper execution of the Contract by the County.

III. PAYMENT

All charges shall not exceed the amount of \$1,500,000.00 and shall be paid in accordance with Exhibit A. Invoices in triplicate on County Invoice Form 29A shall be submitted by the Contractor to the Using Department when requesting payment. The County shall have the right to examine the books of the Contractor for the purpose of auditing the same with reference to all charges made to the County.

In the event the Contractor receives payment under the Contract, reimbursement for which is later disallowed by the County, the Contractor shall promptly refund the disallowed amount to the County on request, or at the County's option, the County may credit the amount disallowed from the next payment due or to become due to the Contractor under any contract with the County.

IV. GENERAL CONDITIONS

This Contract incorporates and is subject to the provisions attached hereto as Part II, General Conditions, Contract for Service and is incorporated herein by this reference. Contractor's attention is specially directed to GC-02, Subcontracting or Assignment of Contract Funds.

V. EXHIBITS

This Contract incorporates the following Contractor Documentation:

1. EXHIBIT "B"

Notwithstanding such incorporation, none of the terms set forth in any Exhibit which conflicts with the express terms of this Contract or its General Conditions shall be deemed or construed to supersede the terms of this Contract or its General Conditions.

GENERAL CONDITIONS
SUPPLY/SERVICE
SOLE SOURCE

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GC-01 SUBCONTRACTING OR ASSIGNMENT OF CONTRACT OR CONTRACT FUNDS

Once awarded, this Contract shall not be subcontracted or assigned, in whole or in part, without the advance written approval of the Purchasing Agent, which approval shall be granted or withheld at the sole discretion of the Purchasing Agent. In no case, however, shall such approval relieve the Contractor from its obligations or change the terms of the Contract. The Contractor shall not transfer or assign any Contract funds or any interest therein due or to become due without the advance written approval of the Purchasing Agent. The unauthorized subcontracting or assignment of the Contract, in whole or in part, or the unauthorized transfer or assignment of any Contract funds, either in whole or in part, or any interest therein, which shall be due or are to become due the Contractor shall have no effect on the County and are null and void.

Prior to the commencement of the Contract, the Contractor shall identify in writing to the Purchasing Agent the any and all subcontractors it intends to use in the performance of the Contract. The Purchasing Agent shall have the right to disapprove any subcontractor. Identification of subcontractors to the Purchasing Agent shall be in addition to any communications with County offices other than the Purchasing Agent. All subcontractors shall be subject to the terms of this Contract. Contractor shall incorporate into all subcontracts all of the provisions of the Contract which affect such subcontract. Copies of subcontracts shall be provided to the Purchasing Agent upon request.

The Contractor must disclose the name and business address of each subcontractor, attorney, lobbyist, accountant, consultant and any other person or entity whom the Contractor 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 Contractor is not required to disclose employees who are paid or estimated to be paid. The Contractor is not required to disclose employees who are paid solely through the contractor's regular payroll. "Lobbyist" means any person or entity who undertakes to influence any legislation or administrative action on behalf of any person or entity other than: 1) a not-for-profit entity, on an unpaid basis, or (2), himself. "Lobbyist" also means any person or entity any part of whose duties as an employee of another includes undertaking to influence any legislative or administrative action. If the Contractor is uncertain whether a disclosure is required under this Section, the Contractor must either ask the County, whether disclosure is required or make the disclosure.

The County reserves the right to prohibit any person from entering any County facility for any reason. All contractors and subcontractors of the Contractor shall be accountable to the Director of the Using Department or his designee while on any County property and shall abide by all rules and regulations imposed by the County.

GC-02 PERSONNEL

The quality, experience and availability of personnel employed by the Contractor is of the essence. The Contractor shall provide the County with a list of all key personnel to be used on the project and their designated assignment. The list shall include the qualifications of each person named. The County may at any time request, in writing, the Contractor to remove any of the Contractor's assigned personnel for cause and forthwith furnish to the County other acceptable personnel with thirty (30) days of notification. Notwithstanding the County's approval of Contractor's personnel, the Contractor shall be fully responsible to County for all work performed pursuant to this Contract by Contractor's employees, subcontractors or others who may be retained by the Contractor with the approval of the County.

GC-03 INSURANCE

Contractor shall purchase and maintain at all times during the term of this Contract insurance coverage which is satisfactory to the County and will satisfactorily insure the Contractor against claims and liabilities which arise or could arise because of the performance or nonperformance of the Contract. All insurance required hereunder shall meet the requirements of the County's Department of Risk Management and shall name the County as an additional insured unless such designation is unavailable due to commercial practices in the insurance industry as to a particular type of coverage. With the exception of certificates required to be submitted with the Proposal, Contractor shall deliver to the County satisfactory certificates evidencing compliance with this insurance provision prior to commencing performance under the Contract.

GC-04 INSPECTION AND RESPONSIBILITY

At any and at all times during the term of the Contract and at any location where the Contract is performed, the County shall have a right to inspect any Deliverables provided in carrying out this Contract. The Contractor shall be solely responsible for the quality and standards of all Deliverables furnished under this Contract. Deliverables may be rejected by the Purchasing Agent and/or the Director of the Using Department if they fail to meet Contract requirements or are provided in a manner which does not meet Contract requirements. In the event of such rejection, Deliverables shall be replaced and/or re-performed by the Contractor promptly and at no additional cost to the County. Any Deliverables rejected shall be removed within a reasonable time from the premises of the County at the entire expense of the Contractor, after notice has been given by the County to the Contractor that such Deliverables have been rejected.

GC-05 INDEMNIFICATION

The Contractor covenants and agrees to indemnify and save harmless the County and its commissioners, officials, employees, agents and representatives, and their respective heirs, successors and assigns, from and against any and all costs, expenses, attorney's fees, losses, damages and liabilities incurred or suffered directly or indirectly from or attributable to any claims arising out of or incident to the performance or nonperformance of the Contract by the Contractor, or the acts or omissions of the officers, agents, employees, contractors, subcontractors, licensees or invitees of the Contractor. The Contractor expressly understands and agrees that any Performance Bond or insurance protection required of the Contractor, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify the County as hereinabove provided.

GC-06 PAYMENT

All invoices submitted by the Contractor shall be in accordance with the cost provisions contained in the Contract Documents and shall contain a detailed description of the Deliverables for which payment is requested. All invoices shall reflect the amounts invoiced by and the amounts paid to the Contractor as of the date of the invoice, and shall be submitted together with a properly completed County Voucher form (29A). Invoices for new charges shall not include "past due" amounts, if any, which amounts must be set forth on a separate invoice. No payments shall be made with respect to invoices which do not include the County Voucher form or which otherwise fail to comply with the requirements of this paragraph. Contractor shall not be entitled to invoice the County for any late fees or other penalties.

GC-07 PREPAID FEES

In the event this Contract is terminated by either party, for cause or otherwise, and the County has prepaid for any Deliverables, Contractor shall refund to the County, on a prorated basis to the effective date of termination, all amounts prepaid for Deliverables not actually provided as of the effective date of the termination. The refund shall be made within fourteen (14) days of the effective date of termination.

GC-08 TAXES

Federal Excise Tax does not apply to materials purchased by the County by virtue of Exemption Certificate No. 36-75-0038K. Illinois Retailers' Occupation Tax, Use Tax and Municipal Retailers' Occupation Tax do not apply to deliverables, materials or services purchased by the County by virtue of statute. The price or prices quoted herein shall include any and all other federal and/or state, direct and/or indirect taxes which apply to this Contract. The County's State of Illinois Sales Tax Exemption Identification No. is E-9998-2013-05.

GC-09 PRICE REDUCTION

If at any time after the contract award, Contractor makes a general price reduction in the price of any of the Deliverables, the equivalent price reduction based on similar quantities and/or considerations shall apply to this Contract for the duration of the Contract period. For purposes of this Section GC-09, Price Reduction, a general price reduction shall include reductions in the effective price charged by Contractor by reason of rebates, financial incentives, discounts, value points or other benefits with respect to the purchase of the Deliverables. Such price reductions shall be effective at the same time and in the same manner as the reduction Contractor makes in the price of the Deliverables to its prospective customers generally.

GC-10 CONTRACTOR CREDITS

To the extent the Contractor gives credits toward future purchases of goods or services, financial incentives, discounts, value points or other benefits based on the purchase of the materials or services provided for under this Contract, such credits belong to the County and not any specific using department. Contractor shall reflect any such credits on its invoices and in the amounts it invoices the County.

GC-11 DISPUTES

Any dispute arising under the Contract between the County and Contractor shall be decided by the Purchasing Agent. The complaining party shall submit a written statement detailing the dispute and specifying the specific relevant Contract provision(s) to the Purchasing Agent. Upon request of the Purchasing Agent, the party complained against shall respond to the complaint in writing within five days of such request. The Purchasing Agent will reduce his decision to writing and mail or otherwise furnish a copy thereof to the Contractor and the Director of the Using Department. The decision of the Purchasing Agent will be final and binding. Dispute resolution as provided herein shall be a condition precedent to any other action at law or in equity. However, unless a notice is issued by the Purchasing Agent indicating that additional time is required to review a dispute, the parties may exercise their contractual remedies, if any, if no decision is made within sixty (60) days following notification to the Purchasing Agent of a dispute. No inference shall be drawn from the absence of a decision by the Purchasing Agent. Notwithstanding a dispute, Contractor shall continue to discharge all its obligations, duties and responsibilities set forth in the Contract during any dispute resolution proceeding unless otherwise agreed to by the County in writing.

GC-12 DEFAULT

Contractor shall be in default hereunder in the event of a material breach by Contractor of any term or condition of this Contract including, but not limited to, a representation or warranty, where Contractor has failed to cure such breach within ten (10) days after written notice of breach is given to Contractor by the County, setting forth the nature of such breach.

In the event Contractor shall breach any material terms or conditions of this Contract on more than one occasion during any twelve month period during the term hereof, or in the event Contractor expresses an unwillingness or inability to continue performing the Contract in accordance with its terms, the County may, at its option, declare the Contractor to be in default and the County shall be entitled to exercise all available remedies including, but not limited to, termination of the Contract, without affording the Contractor further opportunity to cure such breach. Failure of County to give written notice of breach to the Contractor shall not be deemed to be a waiver of the County's right to assert such breach at a later time, should the Contractor commit a subsequent breach of this Contract.

County shall be in default hereunder if any material breach of the Contract by County occurs which is not cured by the County within ninety (90) days after written notice has been given by Contractor to the County, setting forth the nature of such breach.

GC-13 COUNTY'S REMEDIES

Following notice of material breach to Contractor, the County reserves the right to withhold payments otherwise owed to Contractor until such time as Contractor has cured the breach.

If the Contractor fails to remedy a material breach during the ten (10) day cure period pursuant to General Condition GC-12, Default, or if Contractor commits a subsequent material breach within a twelve month period or expresses an unwillingness or inability to continue performing the Contract in accordance with its terms, the County shall have the right to terminate this Contract upon written notice to the Contractor which shall set forth the effective date of such termination.

In addition, the County shall have the right to pursue all remedies in law or equity.

GC-14 CONTRACTOR'S REMEDIES

If the County has been notified of breach and fails to remedy the breach during the ninety(90) day cure period pursuant to General Condition GC-12, Default, the Contractor shall have the right to terminate this Contract upon not less than thirty (30) days prior written notice to the County, which notice shall set forth the effective date of termination.

Contractor shall have the right to pursue all remedies available in law or equity. In all cases the Contractor's damages shall be those actual provable damages not to exceed the amount of the Contract as awarded by the Cook County Board of Commissioners less all amounts paid to Contractor. In no event shall Contractor be entitled to any consequential damages. Irrespective of the exercise of remedies hereunder, Contractor shall not disrupt the County's operations or repossess any component thereof.

GC-15 DELAYS

Contractor agrees that no charges or claims for damages shall be made by Contractor for any delays or hindrances from any cause whatsoever during the progress of any portion of this Contract.

GC-16 MODIFICATIONS AND AMENDMENTS

The parties may from time to time during the term of the Contract make modifications and amendments to the Contract but only as provided in this section. Such modifications and amendments shall only be made by mutual agreement in writing. Modifications and amendments which individually or cumulatively result in additional cost of \$1,000.00 or greater or which extend the term of the Contract by thirty (30) days or more shall not be deemed as authorized without the approval of the Cook County Board of Commissioners. Modifications and amendments which increase cost by less than \$1,000.00 or which do not extend the term of the Contract by more than thirty (30) days may only be made with the written approval of the Purchasing Agent.

Subject to the foregoing, the Director of the Using Department may, by written order, make changes with respect to the dates of delivery and places of performance of the Contract, provided that any such changes shall not increase the Contract price or the time required for Contract performance.

Contractor is hereby notified that, except for modifications and amendments which are made in accordance with this Section GC-16, Modifications and Amendments, no County department or employee thereof has authority to make any modification or amendment to this Contract.

GC-17 PATENTS, COPYRIGHTS AND LICENSES

Contractor shall furnish the Director of the Using Department with all licenses required for the County to utilize any software, including firmware or middleware, provided by Contractor as part of the Deliverables. Such licenses shall be clearly marked with a reference to the number of this County Contract. Contractor shall also furnish a copy of such licenses to the Purchasing Agent. Unless otherwise stated in these Contract documents, such licenses shall be perpetual and shall not limit the number of persons who may utilize the software on behalf of the County.

Contractor agrees to hold harmless and indemnify the County, its officers, agents, employees and affiliates from and defend, at its own expense (including reasonable attorneys', accountants' and consultants' fees), any suit or proceeding brought against County based upon a claim that the ownership and/or use of equipment, hardware and software or any part thereof provided to the County or utilized in performing Contractor's services constitutes an infringement of any patent, copyright or license or any other property right.

GC-17 PATENTS, COPYRIGHTS AND LICENSES (CON'T.)

In the event the use of any equipment, hardware or software or any part thereof is enjoined, Contractor with all reasonable speed and due diligence shall provide or otherwise secure for County, at the Contractor's election, one of the following: the right to continue use of the equipment, hardware or software; an equivalent system having the Specifications as provided in this Contract; or Contractor shall modify the system or its component parts so that they become non-infringing while performing in a substantially similar manner to the original system, meeting the requirements of this Contract.

GC-18 COMPLIANCE WITH THE LAWS

The Contractor shall observe and comply with the laws, ordinances, regulations and codes of the Federal, State, County and other local government agencies which may in any manner affect the performance of the Contract including, but not limited to, those County Ordinances set forth in the Certifications attached hereto and incorporated herein. Assurance of compliance with this requirement by the Contractor's employees, agents or subcontractors shall be the responsibility of the Contractor.

The Contractor shall secure and pay for all federal, state and local licenses, permits and fees required hereunder.

GC-19 MINORITY AND WOMEN BUSINESS ENTERPRISES

COOK COUNTY ORDINANCE DIVISION 6, SECTION 34-275 – 34-285

I. POLICY AND GOALS

A. It is the policy of the County of Cook to prevent discrimination in the award of or participation in County contracts and to eliminate arbitrary barriers for participation, as both prime and subcontractors, in such contracts by local businesses certified as Minority Business Enterprises (MBE) and Women-owned Business Enterprises (WBE). In furtherance of this policy, the Cook County Board of Commissioners has adopted a Minority- and Women-owned Business Enterprise Ordinance (the "Ordinance") which establishes a "best efforts" goal of awarding not less than thirty-five (35%) of the annual total dollar amount of professional and consulting service contracts and sole source agreements to certified MBEs and WBEs.

B. A contractor may achieve the contract MBE/WBE participation goals by its status as a MBE or WBE; by entering into a joint venture with one or more MBEs and/or WBEs; by subcontracting a portion of the work to one or more MBEs or WBEs; by entering into a Mentor-Protege Agreement with a MBE or WBE; by the indirect participation of MBEs or WBEs in other aspects of the contractor's business; or by a combination of the foregoing.

C. A contractor's failure to carry out its MBE/WBE commitments in the course of a contractor's performance shall constitute a material breach of the contract, and if such breach is not appropriately cured, may result in the termination of the contract or such other remedy authorized by the Ordinance as the County deems appropriate.

II. REQUIRED SUBMITTALS

To be considered responsive to the requirements of the Ordinance: (a) a contractor for professional and consulting service contracts shall submit items A, B and C listed below; and (b) a contractor for sole source agreements, shall submit items A and B listed below. All documentation submitted by a contractor shall be reviewed by the Contract Compliance Administrator. Failure to submit one of the items required in accordance with these general conditions shall be cause to consider the contractor's proposal non-responsive and be rejected.

A. Affirmative Action Plan

Each contractor shall submit with its proposal, a copy of its current internal affirmative action plan. If contractor has no internal affirmative action plan, contractor shall submit a statement stating why contractor has no such plan. In lieu of an internal affirmative action plan, a contractor may submit a copy of its current Letter of Compliance for the United States Department of Labor, Office of Federal Contract Compliance Programs.

B. Contractor's MBE/WBE Efforts Documentation

Each contractor shall submit with its proposal, supporting documentation which evidences efforts the contractor has taken in attempting to achieve the County's "best efforts" MBE/WBE participation goals.

C. Contractor's Statement - Use of MBE/WBE Professionals

Each contractor shall submit with its proposal, a statement which discloses how the contractor intends to maximize the use of its MBE/WBE professionals in the course of performing the contract.

III. NON-COMPLIANCE

If the County of Cook determines that the contractor has failed to comply with its contractual commitments or any portion of the Ordinance, it will notify the contractor of such non-compliance and may take any and all appropriate actions as set forth within the Ordinance.

IV. REPORTING/RECORD-KEEPING REQUIREMENTS

The contractor shall comply with the reporting and record-keeping requirements as may be established by the Contract Compliance Administrator. Upon award of a contract, contractor is responsible for acquiring all necessary County reporting and record-keeping forms which will be made available in the Office of Contract Compliance.

V. EQUAL EMPLOYMENT OPPORTUNITY

Compliance with MBE and WBE requirements will not diminish or supplant Equal Employment Opportunity and Civil Rights provisions as otherwise required by law as they relate to contractor and subcontractor obligations.

GC-20 MATERIAL DATA SAFETY SHEET

Where required under the Illinois "Toxic Substance Disclosure To Employees Act", Illinois Compiled Statutes, 2002, 820 ILCS 255/1, Contractor shall submit with each delivery of Deliverables, a Material Safety Data Sheet.

GC-21 CONDUCT OF THE CONTRACTOR

The Contractor agrees to inform the County on a timely basis of all of the Contractor's interests, if any, which are or which the Contractor reasonably believes may be incompatible with any interest of the County. The Contractor shall take notice of and comply with the Cook County Lobbyist Registration Ordinance (No. 93-0-22, 6-22-93). Neither the Contractor nor any of its employees, agents or subcontractors shall use for business or personal gain, or make other improper use of, confidential information which is acquired in connection with the Contract. To the extent Contractor will have access to the County's protected health information in performing its responsibilities under this Contract, Contractor shall contact the Chief Privacy Officer for the Using Department(s) and shall execute the County's business associate agreement prior to performing any responsibilities which involve access to protected health information.

GC-22 ACCIDENT REPORTS

Contractor shall provide the Purchasing Agent and the Director of the Using Department with prompt written notification (no later than twenty-four (24) hours) of any occurrence, on County premises or otherwise, which pertains in any way to this Contract and which results in either bodily injury to employees or third parties or property damage. The report shall include the name of person(s) injured, if any; name of the injured person's employer, if any; the date, time and location of the occurrence; description of the extent of injury and/or damage; the name(s) of witnesses; the names of any providers known to have provided treatment for injuries sustained; and such other information as may be required by the County. The Contractor shall notify the local police regarding any occurrence requiring an official police record. The report submitted to the County should indicate whether the police were notified and, if so, the number of the police report.

GC-23 USE OF COUNTY PREMISES AND RESOURCES

Contractor shall confer with the Director of the Using Department to ascertain full knowledge of all rules and regulations of the County facilities relative to this Contract and shall cause all of its employees, agents and subcontractors to comply therewith. The Contractor shall confine the operations of its employees, agents and subcontractors on County premises to the performance of the Contract consistent with limits indicated by laws, ordinances, permits and/or direction of the Director of the Using Department and shall not encumber the premises with materials or debris. In performing the Contract, the Contractor shall not cause or permit a condition that endangers the safety of others and shall not load or permit any part of a structure to be loaded with a weight that will endanger the safety of the structure or any persons.

GC-24 GENERAL NOTICE

All notices required pursuant to this Contract shall be in writing and addressed to the parties at their respective addresses set forth below. All such notices shall be deemed duly given if hand delivered or if deposited in the United States mail, postage prepaid, registered or certified, return receipt requested. Notice as provided herein does not waive service of summons or process.

TO THE COUNTY:

COOK COUNTY PURCHASING AGENT
118 North Clark Street, Room 1018
Chicago, Illinois 60602
(Include County Contract Number in all notices)

TO THE CONTRACTOR:

At address provided on the Execution Pages or as otherwise indicated in writing to County Purchasing Agent in a written document which, in bold face type, references the name of the Contractor, the County Contract Number and states "NOTIFICATION OF CHANGE IN ADDRESS."

GC-25 TERMINATION FOR CONVENIENCE AND SUSPENSION OF CONTRACT

The County may terminate this Contract, or any portion, at any time by notice in writing from the County to the Contractor. Unless otherwise stated in the notice, the effective date of such termination shall be three business days after the date the notice of termination is mailed by the County. If the County elects to terminate the Contract in full, unless otherwise specified in the notice of termination, the Contractor shall immediately cease performance and shall promptly tender to the County all Deliverables, whether completed or in process. If the County elects to terminate the Contract in part, unless otherwise specified in the notice of partial termination, the Contractor shall immediately cease performance of those portions of the Contract which are terminated and shall promptly tender to the County all Deliverables relating to said portions of the Contract, whether completed or in process. Contractor shall refrain from incurring any further costs with respect to portions of the Contract which are terminated except as specifically approved by the Purchasing Agent.

GC-26 GUARANTEES AND WARRANTIES

The Contractor shall furnish all guarantees and warranties applicable to the Deliverables to the Director of the Using Department prior to or at the time of delivery. All Deliverables shall be covered by the most favorable commercial warranties and guarantees the Contractor gives to any customer for the same or substantially similar Deliverables or Services. The rights and remedies so provided shall be in addition to and shall not limit any rights afforded to County under this Contract.

To the extent Contractor provides Deliverables manufactured by another entity, Contractor shall transfer original product warranty and any rights to manufacturer's related services to the County and shall submit all appropriate documentation of said transfer to the Director of the Using Department prior to or at the time the Contractor tenders the Deliverables.

GC-27 STANDARD OF DELIVERABLES

Except as may be expressly stated in the Special Conditions or Specifications of this Contract, only new, originally manufactured Deliverables will be accepted by the County. The County will not accept any Deliverables that have been refurbished, rebuilt, restored or renovated in any manner. In addition, experimental materials will not be acceptable. Deliverables not produced by regular production methods and/or which have not been offered for sale to the public through accepted industry trade channels for a reasonable period of time prior to the commencement of the Contract will be considered experimental.

GC-28 DELIVERY

All Contract Goods shipped to the County shall be shipped F.O.B., DESTINATION, FREIGHT PREPAID. Arrangements shall be made in advance by the Contractor in order that the County may arrange for receipt of the materials.

Truck deliveries will be accepted before 3:00 P.M. on weekdays only. No deliveries will be accepted on Saturdays, Sundays or County Holidays. The County is not responsible for delivery delays due to waiting times for loading and unloading at dock locations.

The quantity of Contract Goods delivered by truck will be ascertained from a weight certificate issued by a duly licensed Public Weight-Master. In the case of delivery by rail, weight will be ascertained from bill of lading from originating line, but the County reserves the right to re-weigh at the nearest available railroad scale.

The County reserves the right to add new delivery locations or delete previously listed delivery locations as required during the Contract period. The only restriction regarding the County's right to add new delivery locations shall be that any new or additional location shall be within the geographical boundaries of the County of Cook.

GC-29 QUANTITIES

Any quantities of indicated in the Proposal Pages for the performance of the Contract are estimates for the purpose of determining an approximate total Contract amount and may not be the actual quantities required by the County during the term of the Contract. The County reserves the right to increase or decrease such quantities at the Contract price to correspond to the actual needs of the County. If the County increases the quantities required, any such increase shall be subject to an agreed written amendment in the Contract Amount. The County will be obligated to order and pay for only such quantities as are from time to time ordered, delivered, and accepted on purchase orders issued by the Purchasing Agent.

GC-30 CONTRACT INTERPRETATION

Whenever the singular is used herein, the masculine, feminine and neuter gender shall be deemed to include the others. The headings of articles, paragraphs and sections in this Contract are included for convenience only and shall not be considered by either party in construing the meaning of this Contract. If any provision or clause of this Contract shall be held to be invalid, such provision or clause shall be deleted from the Contract and the Contract shall be construed to give effect to the remaining portions thereof.

This Contract shall be interpreted and construed based upon the following order of precedence of component parts. Such order of precedence shall govern to resolve all cases of conflict, ambiguity or inconsistency.

1. Addenda, if any.
2. Execution Forms
3. Specification.
4. Special Conditions.
5. General Conditions.
6. Instruction to Bidders.
7. Legal Advertisement.
8. Bid Proposal.

GC-31 CONFIDENTIALITY AND OWNERSHIP OF DOCUMENTS

Contractor acknowledges and agrees that information regarding this Contract is confidential and shall not be disclosed, directly, indirectly or by implication, or be used by Contractor in any way, whether during the term of this Contract or at any time thereafter, except solely as required in the course of Contractor's performance hereunder. Contractor shall comply with the applicable privacy laws and regulations affecting County and will not disclose any of County's records, materials, or other data to any third party. Contractor shall not have the right to compile and distribute statistical analyses and reports utilizing data derived from information or data obtained from County without the prior written approval of County. In the event such approval is given, any such reports published and distributed by Contractor shall be furnished to County without charge.

GC-31 CONFIDENTIALITY AND OWNERSHIP OF DOCUMENTS (CON'T.)

All documents, data, studies, reports, work product or product created as a result of the performance of the Contract (the "Documents") shall be included in the Deliverables and shall be the property of the County of Cook. It shall be a breach of this Contract for the Contractor to reproduce or use any documents, data, studies, reports, work product or product obtained from the County of Cook or any Documents created hereby, whether such reproduction or use is for Contractor's own purposes or for those of any third party. During the performance of the Contract Contractor shall be responsible of any loss or damage to the Documents while they are in Contractor's possession, and any such loss or damage shall be restored at the expense of the Contractor. The County and its designees shall be afforded full access to the Documents and the work at all times.

GC-32 AUDIT; EXAMINATION OF RECORDS

The Contractor agrees that the Cook County Auditor or any of its duly authorized representatives shall, until expiration of three (3) years after the final payment under the Contract, have access and the right to examine any books, documents, papers, canceled checks, bank statements, purveyor's and other invoices, and records of the Contractor related to the Contract, or to Contractor's compliance with any term, condition or provision thereof. The Contractor shall be responsible for establishing and maintaining records sufficient to document the costs associated with performance under the terms of this Contract.

The Contractor further agrees that it shall include in all of its subcontracts hereunder a provision to the effect that the subcontractor agrees that the Cook County Auditor or any of its duly authorized representatives shall, until expiration of three (3) years after final payment under the subcontract, have access and the right to examine any books, documents, papers, canceled checks, bank statements, purveyor's and other invoices and records of such subcontractor involving transactions relating to the subcontract, or to such subcontractor's compliance with any term, condition or provision thereunder or under the Contract.

In the event the Contractor receives payment under the Contract, reimbursement for which is later disallowed by the County, the Contractor shall promptly refund the disallowed amount to the County on request, or at the County's option, the County may credit the amount disallowed from the next payment due or to become due to the Contractor under any contract with the County.

GC-32 AUDIT; EXAMINATION OF RECORDS

To the extent this Contract pertains to Deliverables which may be reimbursable under the Medicaid or Medicare Programs, Contractor shall retain and make available upon request, for a period of four (4) years after furnishing services pursuant to this Agreement, the contract, books, documents and records which are necessary to certify the nature and extent of the costs of such services if requested by the Secretary of Health and Human Services or the Comptroller General of the United States or any of their duly authorized representatives. If Contractor carries out any of its duties under the Agreement through a subcontract with a related organization involving a value of cost of \$10,000.00 or more over a 12 month period, Contractor will cause such subcontract to contain a clause to the effect that, until the expiration of four years after the furnishing of any service pursuant to said subcontract, the related organization will make available upon request of the Secretary of Health and Human Services or the Comptroller General of the United States or any of their duly authorized representatives, copies of said subcontract and any books, documents, records and other data of said related organization that

are necessary to certify the nature and extent of such costs. This paragraph relating to the retention and production of documents is included because of possible application of Section 1861(v)(1)(I) of the Social Security Act to this Agreement; if this Section should be found to be inapplicable, then this paragraph shall be deemed inoperative and without force and effect.

GC-33 GOVERNING LAW

This Contract shall be governed by and construed under the laws of the State of Illinois. The Contractor irrevocably agrees that, subject to the County's sole and absolute election to the contrary, any action or proceeding in any way, manner or respect arising out of the Contract, or arising from any dispute or controversy arising in connection with or related to the Contract, shall be litigated only in courts within the Circuit Court of Cook County in the City of Chicago, County of Cook, State of Illinois, and the Contractor consents and submits to the jurisdiction thereof. In accordance with these provisions, Contractor waives any right it may have to transfer or change the venue of any litigation brought against it by the County pursuant to this Contract.

GC-34 WAIVER

No term or provision of this Contract shall be deemed waived and no breach consented to unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. The waiver of any such provision shall be strictly limited to the identified provision.

GC-35 ENTIRE CONTRACT

It is expressly agreed that the provisions set forth in this Contract constitute all the understandings and agreements between the parties. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Contract are of no force and effect.

GC-36 FORCE MAJEURE OR UNAVOIDABLE DELAYS

Neither Contractor nor County shall be liable for failing to fulfill any obligation under this Contract if such failure is caused by an event beyond such party's reasonable control which is not caused by such party's fault or negligence. Such events shall be limited to acts of God, acts of war, fires, lightning, floods, epidemics, or riots.

GC-37 INDEPENDENT CONTRACTOR STATUS; NO THIRD PARTY BENEFICIARIES

The Contractor and its employees, agents and subcontractors are, for all purposes arising out of the Contract, independent contractors and not employees of the County. It is expressly understood and agreed that neither the Contractor nor Contractor's employees, agents or subcontractors shall be entitled to any benefit to which County employees may be entitled including, but not limited to, overtime or unemployment compensation, insurance or retirement benefits, workers' compensation or occupational disease benefits or other compensation or leave arrangements.

Nothing contained herein shall be deemed or construed by the parties hereto, or by any third party, as creating the relationship or principal and agent or of partnership or of joint venturer or any relationship between the parties hereto other than that of independent contractors. Nothing herein shall be construed to confer upon any third parties the status of third party beneficiary.

END OF SECTION

SPECIFICATIONS AND AGREEMENT

The undersigned declares that he has carefully examined the Agreement Form, General and Special Conditions and Specifications identified as Contract Document Number 08-41-192 for INFORMATION TECHNOLOGY MANAGEMENT SERVICES for the COOK COUNTY CLERK, as prepared by Cook County, and that he has familiarized himself with all of the conditions under which it must be carried out and understands that by this agreement he waives all right to plead any misunderstanding regarding the same.

<u>ITEM NO.</u>	<u>UNIT OF MEASURE</u>	<u>QTY.</u>	<u>DESCRIPTION</u>
1.	JOB	1	INFORMATION TECHNOLOGY MANAGEMENT SERVICES, AS PER EXHIBIT "B" HEREIN.
			<u>\$1,500,000.00/JOB</u>
			<u>\$1,500,000.00/TOTAL</u>

GRAND TOTAL
NOT TO EXCEED: \$1,500,000.00

NOTE: DO NOT SERVICE UNTIL NOTIFIED BY DEPARTMENT.

CONTRACT PERIOD APRIL 15, 2008 THROUGH APRIL 30, 2011

CONTRACT NO. 08-41-192

EXHIBIT "A"

~~Clerk Automation Fund.~~

The Chief Information Officer has reviewed this item and concurs with this recommendation.

*Referred to the Committee on Information Technology & Automation on February 20, 2008.

Commissioner Daley, seconded by Commissioner Schneider, moved approval of the amendment to Communication Number 292326. The motion carried.

Commissioner Daley, seconded by Commissioner Schneider, moved the approval of Communication Number 292326 as amended. The motion carried.

292327

COOK COUNTY CLERK, David Orr, by Clem Balanoff, Deputy County Clerk, transmitting a Communication:

requesting authorization for the Purchasing Agent to enter into a contract with **MAJOR SCALE TECHNOLOGY MANAGEMENT, INC.**, Oak Park, Illinois, to provide information technology management services (ITMS). The ITMS will include: 1) development of an IT infrastructure over a 3-year period to establish comprehensive, uniform support services to all of twenty-five applications within the Clerk's Office; 2) management of major IT contracts such as Sequoia Voting Systems, forensic analysis of election systems, IT service of hardware and software, web-based applications; 3) project management services for all new IT applications in each of the five divisions of the Clerk's Office including a Clerk intranet, automated board agenda, genealogy online, agency tax rates online and ethics online; and 4) creation of an interface with the County portal and other County IT systems where appropriate.

Reason: Major Scale Technology Management, Inc. was selected as the most qualified vendor responding to a Request for Proposal (RFP) issued by the County Clerk due to their expertise in establishing forensic analyses protocols, aligning IT organizations with changing and expanding IT infrastructure and expertise in Sequoia Voting Systems. Major Scale is a county certified MBE contractor.

Estimated Fiscal Impact: ~~None~~ \$1,500,000.00

County Clerk Election Division Fund Amount: \$1,264,000.00 (Fiscal Year 2008 - \$314,000.00; Fiscal Year 2009 - \$475,000.00; and Fiscal Year 2010 - \$475,000.00) (524-260 Account).

County Clerk Automation Fund Amount: \$236,000.00 (Fiscal Year 2008 - \$186,000.00; Fiscal Year 2009 - \$25,000.00; and Fiscal Year 2010 - \$25,000.00.) (533-260 Account).

Contract period: ~~March 1, 2008 through December 31, 2010~~ April 15, 2008 through April 30, 2011. Requisition Nos. 85240008, 95240002, 05240001, 85330003, 95330003 and 05330003.

~~Sufficient funds are available in the County Clerk Election Division Fund and the County Clerk Automation Fund.~~

The Chief Information Officer has reviewed this item and concurs with this recommendation.

* Referred to the Committee on Information Technology and Automation on February 20, 2008.

Commissioner Daley, seconded by Commissioner Schneider, moved the approval of the amendment to Communication Number 292327. The motion carried.

Commissioner Daley, seconded by Commissioner Schneider, moved the approval of

Communication Number 292327 as amended. The motion carried.

Chairman Beavers asked the Secretary to the Board to call upon the registered public speakers, in accordance with Cook County Code, Sec. 2-108(dd):

1. George Blakemore – Concerned Citizen

Commissioner Daley moved to adjourn the meeting, seconded by Commissioner Steele. The motion carried and the meeting was adjourned.

**YOUR COMMITTEE RECOMMENDS THE FOLLOWING ACTION
WITH REGARD TO THE MATTERS NAMED HEREIN:**

Communication Number 292326
Communication Number 292327

Approved as Amended
Approved as Amended

Respectfully submitted,
Committee on Information Technology &
Automation

XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX
William M. Beavers, Chairman

Attest:

XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX
Matthew B. DeLeon, Secretary

** The audio recording for this meeting is available from the Office of the Secretary to the Board, 118 North Clark Street, Room 567, Chicago, IL 60602.

BOARD OF COMMISSIONERS
of Cook County

Subject Matter

COOK COUNTY CLERK, David Orr, by Clem Balanoff, Deputy County Clerk, transmitting a Communication:

requesting authorization for the Purchasing Agent to enter into a contract with **MAJOR SCALE TECHNOLOGY MANAGEMENT, INC.**, Oak Park, Illinois, to provide information technology management services (ITMS). The ITMS will include: 1) development of an IT infrastructure over a 3-year period to establish comprehensive, uniform support services to all of twenty-five applications within the Clerk's Office; 2) management of major IT contracts such as Sequoia Voting Systems, forensic analysis of election systems, IT service of hardware and software, web-based applications; 3) project management services for all new IT applications in each of the five divisions of the Clerk's Office including a Clerk intranet, automated board agenda, genealogy online, agency tax rates online and ethics online; and 4) creation of an interface with the County portal and other County IT systems where appropriate.

Reason: Major Scale Technology Management, Inc. was selected as the most qualified vendor responding to a Request for Proposal (RFP) issued by the County Clerk due to their expertise in establishing forensic analyses protocols, aligning IT organizations with changing and expanding IT infrastructure and expertise in Sequoia Voting Systems. Major Scale is a county certified MBE contractor.

Estimated Fiscal Impact: ~~None~~

\$1,500,000.00

County Clerk Election Division Fund Amount: \$1,264,000.00 (Fiscal Year 2008 - \$314,000.00; Fiscal Year 2009 - \$475,000.00; and Fiscal Year 2010 - \$475,000.00) (524-260 Account).

County Clerk Automation Fund Amount: \$236,000.00 (Fiscal Year 2008 - \$186,000.00; Fiscal Year 2009 - \$25,000.00; and Fiscal Year 2010 - \$25,000.00.) (533-260 Account).

April 15, 2008 through April 30, 2010

Contract period: ~~March 1, 2008 through December 31, 2010~~. Requisition Nos. 85240008, 95240002, 05240001, 85330003, 95330003 and 05330003.

~~Sufficient funds are available in the County Clerk Election Division Fund and the County Clerk Automation Fund.~~

The Chief Information Officer has reviewed this item and concurs with this recommendation.

Referred to the Committee on Information Technology & Automation

2/20/2008

Recommendation

Approved as amended in Committee on ~~Information Technology & Automation~~ 03-07-08

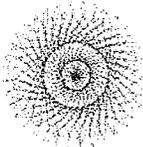
APPROVED AS AMENDED
BY THE BOARD OF COOK COUNTY COMMISSIONERS

MAR 18 2008

COM 292327

CONTRACT NO. 08-41-192

EXHIBIT "B"



MAJOR SCALE TECHNOLOGY MANAGEMENT, INC.

PO BOX 1130 OAK PARK, IL 60304

708-615-1603 - INFO@MAJORSSCALE.COM - WWW.MAJORSSCALE.COM

Transforming Technical Management into Business Leadership

Description of Work

Objective:

Major Scale will provide the following consulting services to Cook County Clerk in support of the Clerk's IT Service Manager (ITSM) efforts to "develop an efficient approach to managing its Technology Infrastructure in an effort to reduce costs and improve service centering on the users and customers perspective of IT's contribution to the Clerk's business". Major Scale will assist in the enhancement, development, and implementation of the following operational needs:

- ◆ Manage mission critical projects including management of all hardware, software and IT service providers and contracts.
- ◆ Perform systems analysis leading to operational changes to provide efficient cost-savings and revenue-generating activities.
- ◆ Manage the steps necessary to adapt the Clerk's technology systems to administrative and legislative changes on the county, state, and federal levels.

Scope & Deliverables:

Major Scale will provide services in support of the following five project components:

1. *Election Technology Consultation & Sequoia Voting Systems Contract Management*

Major Scale will provide the Clerk with professional guidance on the proper and secure use, upgrades and maintenance of the Sequoia Voting System purchased in 2005 as well as assistance in managing the relationship with that vendor.

2. *Web-Based Applications Projects*

Major Scale will assist the Clerk with the development of new web based applications for various divisions of the Clerk's office. This assistance will include management of and participation in the development of application specifications, management of the contract relationship with the developer, and project management of the development project.

3. *Technology & Application Support Infrastructure Analysis and Implementation*

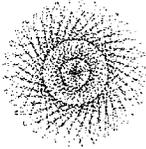
Major Scale will assist the Clerk in its plans to develop "a sophisticated internal infrastructure to support 300+ users on 40+ applications". Major Scale will provide a project manager and analyst support to assist with analyzing and designing an Intranet, automated help desk or other appropriate solution. Major Scale will also assist with any hardware moves, network monitoring implementations, and disaster recovery plans and recovery site preparation.

4. *IT Vendor Services Management*

Major Scale will provide direct management of the service contracts to provide technical support for servers, application, hardware and networks (ITS contract), web applications management (WBA Contract), Elections technology (Sequoia contract) and other such IT contracts as deemed necessary by the Clerk's office.

5. *Services for the Election Division*

Major Scale will assist the Clerk's Election Dept. in the following areas:



MAJOR SCALE TECHNOLOGY MANAGEMENT, INC.
 PO Box 1130 OAK PARK, IL 60304
 708-615-1603 - INFO@MAJORSCALE.COM - WWW.MAJORSCALE.COM
Transforming Technical Management into Business Leadership

- ◆ establishing forensic analyses protocols,
- ◆ standardizing the election night transmission operation,
- ◆ establishing security policies and procedures,
- ◆ implementing legislative changes that affect technology,
- ◆ overseeing upgrades, improvements and testing of the Sequoia Voting Systems,
- ◆ improving the IT infrastructure to match the increased technology of the Election Division.

Other Services:

In addition to the specific deliverables listed above, Major Scale will provide additional consulting services including:

- ◆ *Technical Analysis:* Major Scale will conduct analyses as requested by the Clerk's office in any area of office automation or infrastructure improvement.
- ◆ *Implementation:* Major Scale will provide support to Client in implementing any consulting recommendations and in developing additional capability within the Clerk's office to support those implementations.
- ◆ *Management Consulting:* Major Scale will provide continuing consulting services and project management oversight as directed by the Clerk.

Personnel:

The following persons and rates may be used to provide services during this contract:

Name	Role	Rate
Kevin McDermott	Mgmt. Consultant	\$150/hr.
John Hughes	Mgmt. Consultant	\$150/hr.
Patricia O'Keefe	Project Manager	\$125/hr.
Cyrus Walker	Project Manager	\$125/hr.
Ken Apa	DBA/Analyst	\$100/hr.

Term & Financial Impact:

Major Scale understands fiscal impact to the County is as follows:

Account Year	Fiscal Impact	Account Year	Fiscal Impact	Total
524-260 2008	314,000	533-260 2008	186,000	500,000
525-260 2009	475,000	533-260 2009	25,000	500,000
524-260 2010	475,000	533-260 2010	25,000	500,000

The full term of this contract is for three years, with a total value of \$1,500,000.

Invoices will be submitted for services rendered according to the rates listed above, with a fiscal impact for FY 2008 expected to be approximately \$425,000.

Kevin McDermott 3/18/08
 Kevin McDermott Date
 Principle Consultant

Regan Burke March 18, 2008
 Regan Burke Date
 Director Operations, Purchasing,
 Finance
 Cook County Clerk's Office

Major Scale Technology Management, Inc.

INDEX

ECONOMIC DISCLOSURE STATEMENT

<u>SECTION</u>	<u>DESCRIPTION</u>	<u>PAGE</u>
1	WBE/MBE UTILIZATION PLAN	EDS-1/2
2	LETTER OF INTENT (FROM MBE/WBE TO PERFORM AS SUBCONTRACTOR, SUPPLIER AND/OR CONSULTANT) FORMAT SAMPLE	EDS-3/4
3	PETITION FOR REDUCTION/WAIVER OF MBE/WBE PARTICIPATION GOALS	EDS-5/6
4	CONTRACTOR CERTIFICATIONS	EDS-7-13
5	ACKNOWLEDGEMENTS, CONTRACT INCORPORATION, COMPLIANCE, PENALTIES, DISCLOSURE	EDS-14/15
6	SOLE PROPRIETOR, SIGNATURE PAGE	EDS-16/17/18
7	PARTNERSHIP, SIGNATURE PAGE	EDS-19/20/21
8	CORPORATION, SIGNATURE PAGE	EDS-22/23/24
9	PROPOSAL ACCEPTANCE, COOK COUNTY	EDS-25

III. 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. If the MBE/WBE goals have not been met through Direct Participation, Bidder/Proposer shall 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.

MBEs/WBEs will perform as subcontractors/suppliers/consultants include the following:

1. Name of MBE/WBE: _____
Address: _____
e-mail: _____
Contact Person: _____ Phone: _____
Dollar Amount of indirect Participation \$ _____
Percent Amount of indirect Participation: _____
*Letter of Intent attached? Yes _____ No _____

2. Name of MBE/WBE: _____
Address: _____
e-mail: _____
Contact Person: _____ Phone: _____
Dollar Amount of indirect Participation \$ _____
Percent Amount of indirect Participation: _____
*Letter of Intent attached? Yes _____ No _____

Attach additional sheets as needed.

* All Letters of Intent and Letters of Certification not submitted with bid/proposal must be submitted so as to assure receipt by the Contract Compliance Administrator within three (3) business days after bid opening or proposal due date.

MBE/WBE UTILIZATION PLAN
Section 1

BIDDER/PROPOSER HEREBY STATES that all MBE/WBE firms included in this Plan are certified MBEs/WBEs by at least one of the entities listed in the General Conditions.

I. **BIDDER'S/PROPOSER'S MBE/WBE STATUS:** (check the appropriate line)

Bidder/Proposer is a certified MBE or WBE firm. (If so, attach copy of appropriate Letter of Certification.)

Bidder/Proposer is a Joint Venture and one or more Joint Venture partners are certified MBEs or WBEs. (If so, attach copies of Letters of Certification, a copy of Joint Venture Agreement clearly describing the role of the MBE/WBE firm(s) and its in the Joint Venture and a completed Joint Venture Affidavit - available from the Office of Contract Compliance.)

Bidder/Proposer is not a certified MBE or WBE firm, nor a Joint Venture with MBE/WBE partners, but will utilize MBE and WBE firms either directly or indirectly in the work of the Contract. (If so, complete Sections II and III).

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

MBEs/WBEs will perform as subcontractors/suppliers/consultants include the following:

1. Name of MBE/WBE: Data Defenders, LLC
Address: 10 W. 35th St, Chicago, IL 60616
e-mail: cyrus.walker@data-defenders.com
Contact Person: Cyrus Walker Phone: 312-730-3926
Dollar Amount Participation: \$375,000
Percent Amount of Participation: 25 %
*Letter of Intent attached? Yes No

2. Name of MBE/WBE: Patricia O'Keefe
Address: 2925 N. Racine, Chicago, IL 60657
e-mail: patricia@patriciaokeefe.com
Contact Person: Patricia O'Keefe Phone: 773-665-9027
Dollar Amount Participation: \$375,000
Percent Amount of Participation: 25 %
*Letter of Intent attached? Yes No

Attach additional sheets as needed.

- * All Letters of Intent and Letters of Certification not submitted with bid/proposal must be submitted so as to assure receipt by the Contract Compliance Administrator within three (3) business days after bid opening or proposal due date.

EXHIBIT II COOK COUNTY LETTER OF INTENT

FROM MBE/WBE TO PERFORM AS SUBCONTRACTOR, SUPPLIER AND/OR COSULTANT

Contract Title & Number: Information Technology Service Manager 1

From: Data Defenders, LLC
(Name of MBE/WBE Firm)

To: Major Scale Technology Mgmt., Inc. and the County of Cook
(Name of Prime Contractor)

The undersigned is prepared to provide the following described services or supply the following described goods in connection with the above named project/contract:

Each item supplied or service performed will be detailed under Fee/Cost with all items/services totaled to equal the full dollar amount of the Letter of Intent. *All services performed or supplies provided must be either directly or indirectly related to this specific Cook County contract and must not include any services or supplies relating to any other governmental entity's contracts.*

Description of Service/Supply	Fee/Cost
1. <u>Project management</u>	<u>\$ 375,000 25%</u>
2.	<u>\$ %</u>
3.	<u>\$ %</u>
4.	<u>\$ %</u>
5.	<u>\$ %</u>
Total: <u>\$375,000 25%</u>	

If more space is needed to fully describe the MBE/WBE firm's description of service/supply and/or fee/cost, attach additional sheets.

THE UNDERSIGNED PARTIES AGREE that this Letter of Intent will become a binding subcontract agreement conditioned upon the Prime Bidder's receipt of a signed contract from the County of Cook. *The Undersigned Parties do also certify that they did not affix their signatures to this document until all areas under Description of Service/Supply and Fee/Cost were completed.*

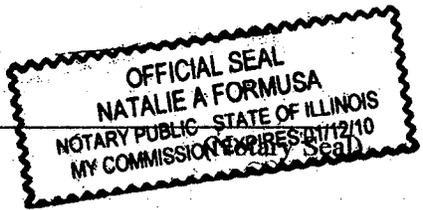
Upon Penalty of perjury, I Cyrus J. Walker (print name)
the CEO (title) and duly authorized representative of the

MBE and/or WBE Data Defenders, LLC (firm name) affirm that all of the foregoing information is true and correct and that the products/services indicated above will be supplied/performed for the above indicated dollar amount of \$375,000 which represents the above indicated percentage of 25% of this contract bid amount of \$1,500,000

[Signature] (Signature of affiant) (Date) 11/16/07

Subscribed and sworn to before me this 16 day of November, 2007.

[Signature]
(Notary's Signature)



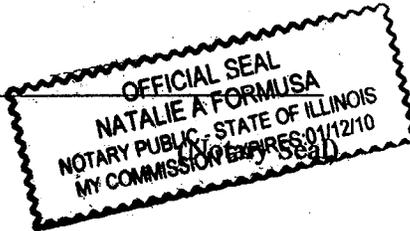
Upon Penalty of perjury, I Kevin McDermott (print name)
the President (title) and duly authorized representative of the

Prime Bidder Major Scale Technology Mgmt. (firm name) affirm that all of the foregoing information is true and correct and that the products/services indicated above will be purchased and paid for in the above indicated dollar amount of \$ 375,000 which represents the above indicated percentage of 25 % of this contract bid amount of \$ 1,500,000.

Kevin McDermott
11/16/2007
(Signature of affiant) (Date)

Subscribed and sworn to before me this 16th day of November, 2007.

Natalie A. Formusa
(Notary's Signature)



COOK COUNTY LETTER OF INTENT
(SECTION 2)

(FROM MBE/WBE TO PERFORM AS SUBCONTRACTOR, SUPPLIER AND/OR CONSULTANT)

Contract Title & Number: Information Technology Service Manager

From: Patricia O'Keefe
(Name of MBE/WBE Company)

To: Major Scale Technology Mgmt, Inc, and the County of Cook
(Name of Prime Bidder's Company)

The undersigned is prepared to provide the following described service(s) and/ or supply the following described goods in connection with the above named contract:

Each service performed and/or item supplied will be detailed under Description of Service/Supply with all services/items totaled under Fee/Cost to equal the full dollar amount of the Letter of Intent. All services performed and/or supplies provided must be either directly or indirectly related to this specific Cook County contract and must not include any services or supplies relating to any other governmental entity's contracts.

Description of Service/Supply	Fee/Cost
<u>Project Management</u>	\$ <u>375,000</u> 25 %
_____	\$ _____ %
_____	\$ _____ %
_____	\$ _____ %
_____	\$ _____ %
Total:	\$ _____ %

THE UNDERSIGNED PARTIES AGREE that this Letter of Intent will become a binding subcontract agreement conditioned upon the Prime Bidder's receipt of a signed contract from the County of Cook. The Undersigned Parties do also certify that they did not affix their signatures to this document until all areas under Description of Service/Supply and Fee/Cost were completed.

Upon Penalty of perjury, I Patricia O'Keefe (print name)

the Owner (title) and duly authorized representative of

Patricia O'Keefe (Name of MBE/WBE Company) affirm that all of the

foregoing information is true and correct and that the services and/or supplies

indicated above will be performed/supplied for the above indicated dollar amount

of \$ 375,000 which represents the above indicated percentage of 25 %

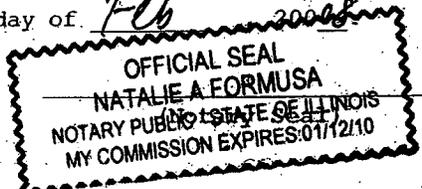
of this contract bid amount of \$ 1,500,000.

Patricia O'Keefe
(Signature of affiant)

02/14/2008
(Date)

Subscribed and sworn to before me this 14 day of Feb 2008

Natalie A. Formusa
(Notary's Signature)



COOK COUNTY LETTER OF INTENT

Upon Penalty of perjury, I Kevin McDermott (print name)

the President (title) and duly authorized representative of

Mejor Scale Technology Mgmt, Inc (Name of Prime Bidder's Company) affirm that all of

the foregoing information is true and correct and the products/services indicated above will be purchased and paid for in the above indicated dollar amount of

\$ 375,000 which represents the above indicated percentage of 25% of

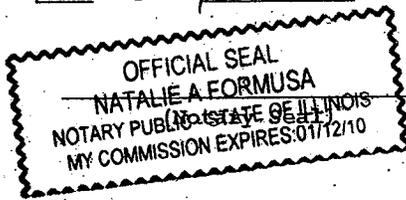
this contract bid amount of \$ 1,500,000

Kevin McDermott
(Signature of affiant)

02.14.2008
(Date)

Subscribed and sworn to before me this 14th day of Feb, 2008

Natalie A Formusa
(Notary's Signature)



PETITION FOR WAIVER OF MBE/WBE PARTICIPATION
(SECTION 3)

A. BIDDER/PROPOSER HEREBY REQUESTS:

- FULL MBE WAIVER
- FULL WBE WAIVER
- REDUCTION (PARTIAL MBE and/or WBE PARTICIPATION)
- _____% of Reduction for MBE Participation
- _____% of Reduction for WBE Participation

B. REASON FOR FULL/REDUCTION WAIVER REQUEST

Bidder/Proposer shall check each item applicable to its reason for a waiver request. Additionally, supporting documentation shall be submitted with this request. If such supporting documentation cannot be submitted with bid/proposal/quotation, such documentation shall be submitted directly to the Office of Contract Compliance no later than three (3) days from the date of submission date.

- (1) lack of sufficient qualified MBEs and/or WBEs capable of providing the goods or services required by the contract (please explain)
- (2) the specifications and necessary requirements for performing the contract make it impossible or economically infeasible to divide the contract to enable the contractor to utilize MBEs and/or WBEs in accordance with the applicable participation (please explain)
- (3) price(s) quoted by potential MBEs and/or WBEs are above competitive levels and increase cost of doing business and would make acceptance of such MBE and/or WBE bid economically impracticable, taking into consideration the percentage of total contract price represented by such MBE and/or WBE bid (please explain)
- (4) there are other relevant factors making it impossible or economically infeasible to utilize MBE and/or WBE firms (please explain)

C. GOOD FAITH EFFORTS TO OBTAIN MBE/WBE PARTICIPATION

Bidder/Proposer shall check each item applicable to its reason for a waiver request. Additionally, supporting documentation shall be submitted with this request. If such supporting documentation cannot be submitted with bid/proposal/quotation, such documentation shall be submitted directly to the Office of Contract Compliance no later than three (3) days from the date of submission date.

- (1) Made timely written solicitation to identified MBES and WBEs for utilization of goods and/or services; and provided MBES and WBEs with a timely opportunity to review and obtain relevant specifications, terms and conditions of the proposal to enable MBES and WBEs to prepare an informed response to solicitation (please attach)
- (2) Followed up initial solicitation of MBES and WBEs to determine if firms are interested in doing business (please attach)
- (3) Advertised in a timely manner in one or more daily newspapers and/or trade publication for MBES and WBEs for supply of goods and services (please attach)
- (4) Use the services and assistance of the Office of Contract Compliance Staff (please explain)
- (5) Engaged MBES & WBEs for indirect participation (please explain)

D. OTHER RELEVANT INFORMATION

Attach any other documentation relative to Good Faith Efforts in complying with MBE/WBE participation.

CONTRACTOR CERTIFICATIONS
(SECTION 4)

THE FOLLOWING CERTIFICATIONS ARE MADE PURSUANT TO STATE LAW AND COOK COUNTY ORDINANCES. CONTRACTOR IS CAUTIONED TO CAREFULLY READ THESE CERTIFICATIONS PRIOR TO EXECUTION OF THIS CONTRACT. EXECUTION OF THE CONTRACT SHALL CONSTITUTE EXECUTION OF THESE CERTIFICATIONS AND SHALL ALSO CONSTITUTE A WARRANTY BY CONTRACTOR THAT ALL THE STATEMENTS SET FORTH WITHIN THESE CERTIFICATIONS ARE TRUE AND CORRECT STATEMENTS. CONTRACTOR IS HEREBY NOTIFIED THAT FAILURE TO EXECUTE THESE CERTIFICATIONS SHALL RESULT IN DISQUALIFICATION FROM ELIGIBILITY FOR THE AWARD OF THIS CONTRACT. CONTRACTOR IS FURTHER NOTIFIED THAT IF THE COUNTY LEARNS THAT ANY OF THE FOLLOWING CERTIFICATIONS WERE FALSELY MADE, THE CONTRACT SHALL BE SUBJECT TO TERMINATION.

PERSONS AND ENTITIES SUBJECT TO DISQUALIFICATION. No person or business entity shall be awarded a contract or sub-contract, for a period of two (2) years from the date of conviction or entry of a plea or admission of guilt, civil or criminal if that person or business entity,

- (a) Has been convicted of an act committed, within the State of Illinois, of bribery or attempting to bribe an officer or employee of a unit of state, federal or local government or school district in the State of Illinois in that officer's or employee's official capacity.
- (b) Has been convicted by federal, state or local government of an act committed, of bid-rigging or attempting to rig bids as defined in the Sherman Anti-Trust Act and Clayton Act. Act. 15 U.S.C. Section 1 et seq.
- (c) Has been convicted of bid-rigging or attempting to rig bids under the laws of federal, state or local government.
- (d) Has been convicted of an act committed, by federal, state or local government of price-fixing or attempting to fix prices as defined by the Sherman Anti-Trust Act and the Clayton Act. 15 U.S.C. Section 1 et seq.
- (e) Has been convicted of price-fixing or attempting to fix prices under the laws of federal, state or local government.
- (f) Has been convicted of defrauding or attempting to defraud any state, federal, local government or school district in the State of Illinois,
- (g) Has made an admission of guilt of such conduct as set forth in subsections (a) through (f) above which admission is a matter of record, whether or not such person or business entity was subject to prosecution for the offense or offenses admitted to,
- (h) Is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from any transactions by any federal, state or local unit of government;
- (i) Has, within a five-year period preceding the date of this EDS, been convicted of a criminal offense, adjudged guilty, or had a civil judgment rendered against them in connection with: obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; a violation of federal or state antitrust statutes; fraud; embezzlement; theft; forgery; bribery; falsification or destruction of records; making false statements; or receiving stolen property;
- (j) Is presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses.
- (k) Has, within a two-year period preceding the date of this EDS, had one or more public transactions (federal, state or local) terminated for cause or default;
- (l) Has, within a five-year period preceding the date of this EDS, been convicted, adjudged guilty, or found liable in a civil proceeding, or in any criminal or civil action, including actions concerning environmental violations, instituted by the County or by the federal government, any state, or any other unit of local government.

- (m) Has entered a plea of nolo contendere to charge of bribery, price-fixing, bid-rigging, or fraud, as set forth in sub-paragraphs (a) through (l) above.

THE UNDERSIGNED HEREBY CERTIFIES THAT:

(1) the entity on whose behalf this certification is submitted has not been convicted, or entered a plea of nolo contendere, or made an admission of guilt to any act described in Chapter 10, Section 10-7.1. (a) through (m) of the Ordinances and Resolutions of the County of Cook;

(2) the owner, partner or shareholder who controls, directly or indirectly, twenty percent (20%) or more of the business entity has not been convicted or entered a plea of nolo contendere or made an admission of guilt to any act described in Chapter 10, Section 10-7.1. (a) through (m);

(3) it does not employ as an officer, any individual who was an officer of another business entity at the time the latter business entity committed a disqualifying act described in Chapter 10, Section 10-7.1. (a) through (m);

(4) it does not have an owner who controls, directly or indirectly, twenty percent (20%) or more of the business who was an owner who, directly or indirectly, controlled twenty percent (20%) or more of a business entity at the time the latter committed a disqualifying act described in Chapter 10, Section 10-7.1. (a) through (m).

B. BID-RIGGING OR BID ROTATING.

In accordance with Public Act 85-1295 (as amended by Public Act 86-150) Section 33E-11 (Illinois Compiled Statutes, 720ILCS 5/33 E-11).

- B.1 Neither the Contracting Party nor any Affiliated Entity is listed on any of the following lists maintained by the Office of Foreign Assets Control of the U.S. Department of the Treasury or the Bureau of Industry and Security of the U.S. Department of Commerce or their successors: the Specially Designated Nationals List, the Denied Persons List, the Unverified List, the Entity List and the Debarred List.

B.2 BUSINESS RELATIONSHIPS WITH COOK COUNTY ELECTED OFFICIALS

Has the Contracting Party had a "business relationship" with any County elected official in the 12 months before the date these Execution Forms were signed?

Yes No

If yes, please identify below the name(s) of such County elected officials and describe such relationship(s):

Name: _____ Relationship: _____

Name: _____ Relationship: _____

Name: _____ Relationship: _____

THE UNDERSIGNED HEREBY CERTIFIES THAT: it is not barred from award of this Contract as a result of a conviction for the violation of State laws prohibiting bid-rigging or bid rotating.

C. DRUG FREE WORKPLACE ACT

In accordance with Public Act 86-1459 (Illinois Compiled Statutes, 30 ILCS 580/2-11).

THE UNDERSIGNED HEREBY CERTIFIES THAT: it will provide a drug free workplace as per the requirements of Public Act 86-1459.

D. COOK COUNTY ORDINANCE CHAPTER 10, SECTION 10-6.1.

Cook County Ordinance Chapter 10, Section 10-6.1 provides that no person or business entity shall be awarded a contract or subcontract for goods or services with the County of Cook that is delinquent in the payment of any tax (including real estate tax) or fee administered by the County of Cook.

THE UNDERSIGNED HEREBY CERTIFIES THAT: it is not delinquent in the payment of any tax or fee administered by the County of Cook (including real estate tax) unless such tax is being contested in accordance with the procedures established by County Ordinance.

E. COOK COUNTY HUMAN RIGHTS ORDINANCE (adopted March 16, 1993)

No person who is a party to a contract with Cook County ("County") shall engage in unlawful discrimination or sexual harassment against any individual in the terms or conditions of employment, credit, public accommodations, housing, or provision of County facilities, services or programs.

THE UNDERSIGNED HEREBY CERTIFIES THAT: it is in compliance with these policies and it is in agreement to abide by such policies as a part of its contractual obligations.

F. ILLINOIS HUMAN RIGHTS ACT

In accordance with Public Act 81-1216 (Amended by P.A. 87-1257) (Illinois Compiled Statute, 775 ILCS 5/2-105).

THE UNDERSIGNED HEREBY CERTIFIES THAT: it is in compliance with the Act and is in agreement to abide by the requirements of the Act as part of its contractual obligations.

G. COOK COUNTY MACBRIDE ORDINANCE (adopted May 16, 1995)

Cook County MacBride Ordinance provides that if the primary contractor currently conducts business operations in Northern Ireland, or will conduct business during the projected duration of a County contract, it is hereby required that the contractor shall make all reasonable and good faith efforts to conduct any such business operations in Northern Ireland in accordance with the MacBride Principles for Northern Ireland as defined in Illinois Public Act 85-1390.

THE UNDERSIGNED HEREBY CERTIFIES THAT: it is in full compliance with the provisions of this Ordinance and is in agreement to abide by the requirements of the MacBride Principles for Northern Ireland as part of its contractual obligations.

H. LOCAL BUSINESS PREFERENCE (adopted March 6, 1997)

The Purchasing Agent shall, in the purchase of all supplies, services and construction by competitive sealed bidding, accept the lowest bid price or lowest evaluated bid price from a responsive or responsible local business, provided that the bid does not exceed the lowest bid price or lowest evaluated bid price from a responsive and responsible non-local business by more than two percent (2%).

"Local Business" shall mean a person authorized to transact business in this State and having a bona fide establishment for transacting business located within Cook County at which it was actually transacting business on the date when any competitive solicitation for a public contract is first advertised or announced and further which employs the majority of its regular, full time work force within Cook County, including a foreign corporation duly authorized to transact business in this State and which has a bona fide establishment for transacting business located within Cook County at which it was actually transacting business on the date when any competitive solicitation for a public contract is first advertised or announced and further which employs the majority of its regular, full time work force within Cook County.

1.) Is bidder/proposer a "Local Business" as defined above?

Yes: X No: _____

2.) How many persons are currently employed on a full-time basis by bidder/proposer? 1

3.) Did the bidder/proposer have a bona fide establishment at transacting business within Cook County on the date this bid was advertised?

Yes: X No: _____

If yes, list such bidder/proposer business addresses:

PO Box 1130
Oak Park, IL 60304

4.) Does bidder/proposer have locations at which it transacts business outside the County of Cook? Yes: _____ No: X

If yes, list such bidder/proposer business addresses:

(Attach Additional Sheets if Necessary)

5.) How many of bidder/proposer's current full-time employees work at locations within the County of Cook? 1

THE UNDERSIGNED HEREBY CERTIFIES THAT: he/she has personal knowledge of the information provided above and that the information provided is correct.

I. LIVING WAGE ORDINANCE (adopted September 15, 1998 effective December 1, 1998)

The Cook County Living Wage Ordinance mandates that a base wage of \$9.43 per hour be paid to individuals employed under contracts between Cook County and any person or entity awarded a Contract by Cook County or the subcontractor of any such person or entity.

"Contract" means any written agreement whereby the County is committed to or does expend funds in connection with the agreement or subcontract thereof. The term "contract" as used in this ordinance specifically excludes contracts with the following:

- 1.) Not-For Profit Organizations (defined as a corporation having tax exempt status under Section 501(C)(3) of the United State Internal Revenue Code and recognized under the Illinois State not-for-profit law);
- 2.) Community Development Block Grants;
- 3.) President's Office of Employment Training;
- 4.) Sheriff's Work Alternative Program; and
- 5.) Department of Correction inmates.

THE UNDERSIGNED HEREBY CERTIFIES THAT: it is in compliance with this Ordinance and agrees to abide by the requirements of this Ordinance as part of its contractual obligations.

J. THE CHILD SUPPORT ENFORCEMENT ORDINANCE (adopted November 18, 1997)

Effective July 1, 1998 every Applicant for a County Privilege shall be in full compliance with any Child Support Order before such Applicant is entitled to receive or renew a County Privilege. When Delinquent Child Support exists, the County shall not issue or renew any County Privilege, and may revoke any County Privilege.

"Applicant" means any person or business entity, including all Substantial Owners, seeking issuance of a County Privilege or renewal of an existing County Privilege from the County. This term shall not include any political subdivision of the federal or state government, including units of local government, and not-for-profit organizations.

"County Privilege" means any business license, including but not limited to liquor dealers' licenses, packaged goods licenses, tavern licenses, restaurant licenses, and gun licenses; real property license or lease; permit, including but not limited to building permits, zoning permits or approvals; environmental certificate; County HOME Loan, and contracts exceeding the value of \$25,000.00.

"Substantial Owner" means any person or persons who own or hold a twenty-five percent (25%) or more percentage of interest in any business entity seeking a County Privilege, including those shareholders, general or limited partners, beneficiaries and principals; except where a business entity is an individual or sole proprietorship, Substantial Owner means that individual or sole proprietor.

In this regard, please provide the name and social security number of each Substantial Owner of the business entity, the name of which appears on the execution page.

If the Contracting Party is unable to certify to any of the above statements in this part, Vendor Certifications, the Contracting Party must explain below:

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

SUBCONTRACTING OR ASSIGNMENT OF CONTRACT OR CONTRACT FUNDS

Name: _____

Business: _____

Relationship to Contractor: _____

(Subcontractor, Attorney or Lobbyist, etc., please indicate fees to be paid or to be retained or anticipated).

Fees: _____

ACKNOWLEDGMENTS, CONTRACT INCORPORATION,
COMPLIANCE, PENALTIES, DISCLOSURE
(SECTION 5)

The Contracting Party understands and agrees that:

- A. By completing and filing this, the Contracting Party acknowledges and agrees, on behalf of itself and the persons or entities named in this EDS, that the County may investigate the creditworthiness of some or all of the persons or entities named in this EDS.
- B. The certifications, disclosures, and acknowledgments contained in this EDS will become part of any contract or other agreement between the Applicant and the County in connection with the Matter, whether procurement, County assistance, or other County action, and are material inducements to the County's execution of any contractor taking other action with respect to the Matter. The Contracting Party understands that it must comply with all statutes, ordinances, and regulations on which this EDS is based.
- C. The County's Governmental Ethics and Campaign Financing Ordinances, impose certain duties and obligations on persons or entities seeking County contracts, work, business, or transactions. For further information please contact the Director of Ethics at (312)603-4304 (69 W. Washington St. Suite 3040, Chicago, IL 60602) or visit our web-site at www.cookcountygov.com and go to the Ethics Department link. The Contracting Party must comply fully with the applicable ordinances.
- D. If the County 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 County may pursue any remedies under the contract or agreement (if not rescinded, void or voidable), at law, or in equity, including terminating the Contracting Party's participation in the Matter and/or declining to allow the Contracting Party to participate in other transactions with the County. Remedies at law for a false statement of material fact may include incarceration and an award to the County of treble damages.
- E. It is the County's policy to make this document available to the public on its Internet site and/or upon request. Some or all of the information provided on this EDS and any attachments to this EDS may be made available to the public on the Internet, in response to a Freedom of Information Act request, or otherwise. By completing and signing this EDS, the Contracting Party waives and releases any possible rights or claims which it may have against the County in connection with the public release of information contained in this EDS and also authorizes the County to verify the accuracy of any information submitted in this EDS.
- F. The information provided in this EDS must be kept current. In the event of changes, the Contracting Party must supplement this EDS up to the time the County takes action on the Matter. If the Matter is a contract being handled by the Office of the Purchasing Agent, the contracting Party must update this EDS as the contract requires.

The Contracting Party represents and warrants that:

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

CERTIFICATION

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

Major Scale Technology Management, Inc.
Print or type name of Contracting Party

By: Kevin McDermott

Kevin McDermott
Print or type name of person signing

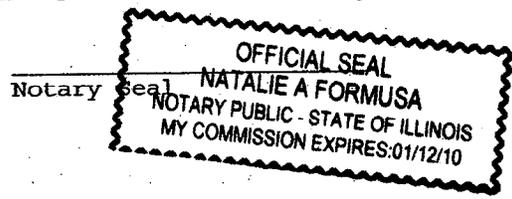
Print or type title of person signing

03-28-2008
Date

Signed and sworn to before me this 28th day of March, 2008

Natalie A. Formusa
Notary Public Signature

Commission Expires: 1/12/10



EXECUTION BY A SOLE PROPRIETOR
(SECTION 6)

The undersigned acknowledges receipt of a full set of Contract Documents for Contract Number _____ and Addenda Number(s) _____ (None unless indicated here). The undersigned makes the foregoing Bid Proposal subject to all of the terms and conditions of the Contract Documents. The undersigned certifies that all of the foregoing statements of the Contractor Certifications are true and correct. The undersigned warrants that all of the facts and information submitted by the undersigned in connection with this Bid Proposal are true and correct. Upon award and execution of the Contract, the undersigned agrees that execution of this Bid Proposal shall stand as the undersigned's execution of the Contract.

BUSINESS NAME: _____

BUSINESS ADDRESS: _____

BUSINESS TELEPHONE: _____ FEIN/SSN: _____

FAX NUMBER: _____

* COMPLETE LIST OF REAL ESTATE OWNED IN COOK COUNTY:

PERMANENT INDEX NUMBER(S): _____

IF NOT APPLICABLE, YOU MUST INDICATE THAT IT IS NOT APPLICABLE
(ATTACH SHEET IF NECESSARY TO LIST ADDITIONAL INDEX NUMBERS).

**COOK COUNTY BUSINESS REGISTRATION NUMBER: _____

SOLE PROPRIETOR'S SIGNATURE: X _____

Date : _____

Subscribed and Sworn to

before me this ____ day

of _____, 200__.

My commission expires:

X _____
Notary Public Signature

Notary Seal

* REQUIRED PER COOK COUNTY ORDINANCE CHAPTER 10, SECTION 10-6.1.

** If you are operating under an assumed name, provide the Cook County Registration Number hereunder as provided by Illinois Compiled Statutes, 805 ILCS 405/1.

EXECUTION BY A PARTNERSHIP (AND/OR A JOINT VENTURE)
(SECTION 7)

The undersigned acknowledges receipt of a full set of Contract Documents for Contract Number _____ and Addenda Number(s) _____ (None unless indicated here). The undersigned makes the foregoing Bid Proposal subject to all of the terms and conditions of the Contract Documents. The undersigned certifies that all of the foregoing statements of the Contractor Certifications are true and correct. The undersigned warrants that all of the facts and information submitted by the undersigned in connection with this Bid Proposal are true and correct. Upon award and execution of the Contract, the undersigned agrees that execution of this Proposal shall stand as the undersigned's execution of the Contract.

BUSINESS NAME: _____

BUSINESS ADDRESS: _____

BUSINESS TELEPHONE: _____ FEIN/SSN: _____

CONTACT PERSON: _____ FAX NUMBER: _____

COMPLETE LIST OF REAL ESTATE OWNED IN COOK COUNTY:

PERMANENT INDEX NUMBER(S): _____

IF NOT APPLICABLE, YOU MUST INDICATE THAT IT IS NOT APPLICABLE. ATTACH SHEET IF NECESSARY TO LIST ADDITIONAL INDEX NUMBERS.

**COOK COUNTY BUSINESS REGISTRATION NUMBER: _____

SIGNATURE OF PARTNER AUTHORIZED TO EXECUTE CONTRACTS ON BEHALF OF PARTNERSHIP:

*** BY: X _____ Date: _____

Subscribed and Sworn to
before me this _____ day
of _____, 200_____.

My commission expires:

X _____
Notary Public Signature Notary Seal

* REQUIRED PER COOK COUNTY ORDINANCE CHAPTER 10, SECTION 10-6.1.

** If you are operating under an assumed name, provide the Cook County Registration Number hereunder as provided by Illinois Compiled Statutes, 805 ILCS 405/1.

*** Attach hereto a partnership resolution or other document authorizing execution of this Bid Proposal on behalf of the Partnership.

EXECUTION BY A CORPORATION
(Section 8)

The undersigned acknowledges receipt of a full set of Contract Documents for Contract Number 08-41-190 and Addenda Number(s) _____ (None unless indicated here). The undersigned makes the foregoing Bid Proposal subject to all of the terms and conditions of the Contract Documents. The undersigned warrants that all of the facts and information submitted by the undersigned in connection with this Bid Proposal are true and correct. Upon award and execution of the Contract, the undersigned agrees that execution of this Proposal shall stand as the undersigned's execution of the Contract.

BUSINESS NAME: Major Scale Technology Management, Inc.
BUSINESS ADDRESS: Po Box 1130 Oak Park, IL 60304
BUSINESS TELEPHONE: 708-615-1603 FAX NUMBER: N/A
CONTACT PERSON: Kevin McDermott
FEIN: 36-4332398 *IL CORPORATE FILE NUMBER: 6077-858-2

** COMPLETE LIST OF REAL ESTATE OWNED IN COOK COUNTY.
PERMANENT INDEX NUMBER(S): _____

N/A

IF NOT APPLICABLE, YOU MUST INDICATE THAT IT IS NOT APPLICABLE. ATTACH SHEET IF NECESSARY TO LIST ADDITIONAL INDEX NUMBERS).

LIST ALL CORPORATE OFFICERS:

PRESIDENT: Kevin McDermott VICE PRESIDENT: _____
SECRETARY: _____ TREASURER: _____
***SIGNATURE OF PRESIDENT: X Kevin McDermott

See attached letter indicating sole officer status

ATTEST: X _____

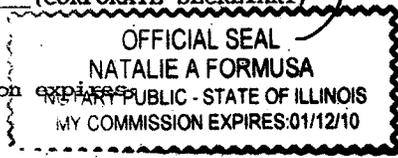
(CORPORATE SECRETARY)

Subscribed and Sworn to before me this 28th day of March, 2008.

X [Signature]
Notary Public Signature

My commission expires _____

Notary Seal



- * If the corporation is not registered in the State of Illinois, a copy of your certificate of good standing from the State in which you are incorporated, is to be submitted with your Bid Proposal.
- ** Required per COOK COUNTY ORDINANCE CHAPTER 10, SECTION 10-6.1.
- *** In the event that this Bid Proposal is executed by someone other than the President and Secretary, attach hereto a certified copy of the corporate by-laws or other authorization by the corporation which authorizes such persons to execute this Bid Proposal on behalf of the corporation.

ANNE M. O'BRIEN
ATTORNEY AT LAW

1163 E. Ogden Avenue • Suite 705-192
Naperville, Illinois 60563-8535
630.637.6007 • Fax 630.637.6008

March 28, 2008

Ms. Carmen Triche-Colvin, Purchasing Agent
Cook County Government
118 N. Clark Street, 10th Floor
Chicago, IL 60602

08-41-192 *CRK*

Re: Contract # ~~07-41-190~~

Dear Ms. Triche-Colvin:

Please be advised that this office represents Major Scale Technology Management, Inc. with respect to its corporate obligations. Based on my review of Major Scale Technology Management, Inc.'s corporate records, I can assure you that Kevin McDermott is the sole officer of Major Scale Technology Management, Inc. This letter is written in connection with Contract # 07-41-190.

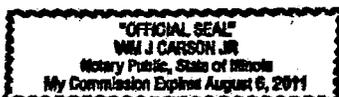
Please contact me with any questions.

Very truly yours,

[Handwritten Signature]
Anne M. O'Brien

Subscribed and sworn to
before me this *28* day of
March 2008.

[Handwritten Signature]
Notary Public



PROPOSAL ACCEPTANCE
(SECTION 9)

The undersigned on behalf of the County of Cook, a body politic and corporate of the State of Illinois, hereby accept the foregoing Bid Proposal as identified in the Contract Documents for Contract Number 08-41-192.

ITEM(S), SECTION(S), PART(S): _____

TOTAL AMOUNT OF CONTRACT: \$ 1,500,000⁰⁰
(DOLLARS AND CENTS)

FUND CHARGEABLE: _____

DATED AT CHICAGO, ILLINOIS THIS 18th DAY

OF March, 2008.

APPROVED BY BOARD OF
COOK COUNTY COMMISSIONERS

APR 23 2008

Todd H. J... COM _____
PRESIDENT, COOK COUNTY BOARD OF COMMISSIONERS
Carm K. Trike-Colin
COOK COUNTY PURCHASING AGENT
Joseph M. J...
COOK COUNTY COMPTROLLER

APPROVED AS TO FORM:

Frank J. Ros 4108
ASSISTANT STATE'S ATTORNEY



**OFFICE OF THE PURCHASING AGENT
COUNTY OF COOK**

118 NORTH CLARK ST. ROOM 1018
CHICAGO, ILLINOIS 60602-1375
(312) 603-5370

THIS PURCHASE ORDER NUMBER
MUST APPEAR ON ALL PACKAGES,
INVOICES, SHIPPING PAPERS AND
DROP SHIPMENTS.

PURCHASE ORDERED ISSUED TO
770660

Major Scale Technology Mgmt
PO Box 1130
Oak Park IL 60304

DATE
10/19/2010
F.O.B. POINT

PURCHASE ORDER NO.
170552 -001 -OP
REQUISITION NO.

**COOK COUNTY FEIN: 36-6006541
ILLINOIS SALES TAX EXEMPT: E-9998-2013-04
FEDERAL EXCISE TAX EXEMPT CERT: 36-75-D038K**

SHIP TO County Clerk - Election Department
Cook County Administration Offices
69 W. Washington Street - 5th Floor
Chicago IL 60602-3007

DELIVERY INSTRUCTIONS

ROSE FARELLA
312.603.0927

DEPT NO	
5240583	Page 1 of 1

LINE	FURNISH THE FOLLOWING SUPPLIES AND/OR SERVICE	QUANTITY/ UOM	UNIT PRICE	EXTENDED PRICE	ACCOUNT NUMBER
2.00	CHANGE ORDER INCREASE AND EXTENSION CHANGE ORDER -INCREASE AND EXTENSION ADDITIONAL ENCUMBRANCE INFORMATION TECHNOLOGY MANAGEMENT SERVICES AS PER CONTRACT 08-41-192 AUTHORIZED BY COUNTY BOARD 03/18/2008 CONTRACT PERIOD 04/15/2008 THROUGH 04/30/2011 AMOUNT AUTHORIZED \$1,500,000.00 AMOUNT ENCUMBERED ON PO 161950 \$186,000.00 AMOUNT ENCUMBERED ON PO 161951 \$314,000.00 AMOUNT ENCUMBERED ON PO 165312 \$475,000.00 AMOUNT ENCUMBERED ON PO 165313 \$25,000.00 AMOUNT PREVIOUSLY ENCUMBERED THIS PO \$475,000.00 INCREASE AND EXTENSION AUTHORIZED 10/05/2010 \$450,000.00 AMOUNT THIS C/O \$350,000.00 THIS PO NOW ENCUMBERS \$825,000.00 BALANCE TO FOLLOW ON SEPARATE PO EXTEND CONTRACT THROUGH 10/31/2011	0.00	JB .0000	350,000.00	5240583.520835
***** Total Order *****				350,000.00	

NOTE: VENDOR AGREES NOT TO EXCEED THE QUANTITY OR DOLLAR AMOUNT OF THIS ORDER WITHOUT WRITTEN AUTHORIZATION FROM THE PURCHASING AGENT

RECEIPT CERTIFICATION (FOR DEPARTMENT USE ONLY)

I hereby certify that I have received the goods/services reflected above and that the items referenced are in full conformity with the purchase order/contract.

Date: _____ Authorized Signature: _____

I hereby certify that this purchase is in agreement with the requisition on file authorizing the expenditure and is properly approved.

Date: _____ PURCHASING AGENT

[Signature] 10-19-10

CHANGE ORDER BACK-UP

VENDOR NAME

Major Scale Technology Inc

REQUISITION NO.

DEPARTMENT NO.

PURCHASE ORDER NO.

170552

USING DEPT EMPLOYEE REQUESTING CHANGE

C. Balanoff

PURCHASING EMPLOYEE PREPARING/CHECKING

LR/Lort

PURCHASING SUPERVISOR REVIEW/APPROVAL

[Signature]

PURCHASING DEPUTY APPROVAL

REASON FOR CHANGE

Increase and Extension

Information Technology Services As per Contract
08-41-192 Authorized by County Board 03/18/2008
Contract Period 4/15/08 thru 4/30/11 Amount Authorized
\$1,500,000⁰⁰ but previously Encumberd this to \$425,000⁰⁰
Now Increase and Extension Authorized 10/05/2010
\$450,000. Amt this C/O \$350,000⁰⁰
this to now Encumberd \$825,000⁰⁰ total Balance
to follow Extend Contract through 10/31/2011

CURRENT BALANCE

INCREASE

\$350,000⁰⁰

DECREASE

NEW BALANCE

CANCEL BALANCE

SEND VENDOR COPY

YES

NO

Lh/6174

961
5240583.
520835

OK to [Signature]
10/19.



Office of the County Clerk

David Orr, Cook County Clerk

October 14, 2010

Ms. Carmen Triche-Colvin
Purchasing Agent – Room 1018
118 North Clark Street
Chicago, IL 60602

RE: Requisition 05240001/Purchase Order 170552/Contract 08-41-192
Requisition 05330003/Purchase Order 170553/Contract 08-41-192

Dear Ms. Triche-Colvin:

The County Clerk's office is requesting a change order to increase and extend the above stated contract with Major Scale Technology Management Inc. as follows:

Original Amount of Contract:	\$1,500,000.00
Approved by the board on 03.18.08	
Original expiration date of contract:	April 30, 2011
Approved extended date of Contract:	October 31, 2011
This increase and extension approved 10.05.10	Purchase Order 170552 \$350,000 Purchase Order 170553 \$100,000
Adjusted Amount:	\$1,950,000.00

The undersigned determine that this extension is in the best interest of Cook County and is authorized by law.

Sincerely,


Clem Balanoff
Director of Elections

CB

*LARRY
IF OK??-CD.
10/13/10*

RECEIVED
OFFICE OF THE
PURCHASING AGENT
2010 OCT 14 PM 3:06
PROCUREMENT

69 West Washington, 5th Floor, Chicago, Illinois 60602

Voice: Main Office 312-603-5656, Elections 312-603-0906, Ethics & Campaign Disclosure 312-603-0907

Fax: Main Office 312-603-9788, Elections 312-603-9786, Ethics & Campaign Disclosure 312-603-9787

TDD: 312-603-0902, E-Mail: dorrr@cookctyclerk.com; Web: www.cookctyclerk.com

Item No. 308609 with Amendments for IT Committee

Meeting Date: Wednesday, September 15, 2010 10:00 AM
 Record #: 3843
 Bureau: Office of the County Clerk
 Department: N/A
 Business Type: Proposed Contract Addendum
 Description: Major Scale Contract
 Agenda Item Body: Transmitting a Communication, dated August 25, 2010 from

DAVID ORR, County Clerk
 by
 CLEM BALANOFF, Deputy Clerk

requesting authorization for the Purchasing Agent to amend, increase by \$900 450,000.00 and extend from October 15, 2010 through ~~December~~ October 31, 2012 2011, Contract No. 08-41-192 with Major Scale Technology Management, Chicago, Illinois, for information technology services management (ITMS). (See related Item #44).

Board approved amount 03-18-08:	\$1,500,000.00
Increase requested:	<u>900 450,000.00</u>
Adjusted amount:	\$2,4 1,900,000.00

Reason: In August 2010, the County Clerk Election Division issued a Request for Qualifications (RFQ) for information technology services management, and Major Scale Technology Management was the only qualified respondent. The negotiated increase in Major Scale Technology Management's contract includes provisions for the following RFQ qualifications: Election Technology Consultation and Sequoia Voting Systems Contract Management, Election Technology Consultation and Election Software and Systems Contract Management, Web-Based Application Infrastructure Project, Technology and Application Support Infrastructure Analysis and Possible Implementation, Information Technology Services Contract Management and Forensic Analysis Contract Management.

Estimated Fiscal Impact: \$900 450,000.00 [FY 2010 - \$800 350,000.00 - (524-260 Account); and FY 2011 - \$100,000.00 - (533-260 Account)]. Contract extension: October 15, 2010 through ~~December~~ October 31, 2012 2011. Requisition Nos. 05240001 and 15330002.

APPROVED AS AMENDED
 BY THE BOARD OF COOK COUNTY COMMISSIONERS

OCT 05 2010

COM 308609

Sufficient funds are available in the County Clerk Election Division Fund and in the County Clerk Automation Fund.

**APPROVED AS AMENDED
BY THE BOARD OF COOK COUNTY COMMISSIONERS**

OCT 05 2010

COM 308609

EXECUTION BY A CORPORATION
(Section 8)

The undersigned acknowledges receipt of a full set of Contract Documents for Contract Number 08-41-190 and Addenda Number(s) _____ (None unless indicated here). The undersigned makes the foregoing Bid Proposal subject to all of the terms and conditions of the Contract Documents. The undersigned warrants that all of the facts and information submitted by the undersigned in connection with this Bid Proposal are true and correct. Upon award and execution of the Contract, the undersigned agrees that execution of this Proposal shall stand as the undersigned's execution of the Contract.

BUSINESS NAME: Major Scale Technology Management, Inc.

BUSINESS ADDRESS: Po Box 1130 Oak Park, IL 60304

BUSINESS TELEPHONE: 708-615-1603 FAX NUMBER: N/A

CONTACT PERSON: Kevin McDermott

FED: 36-4332398 *IL CORPORATE FILE NUMBER: 6077-858-2

** COMPLETE LIST OF REAL ESTATE OWNED IN COOK COUNTY.
PERMANENT INDEX NUMBER(S): _____

N/A

IF NOT APPLICABLE, YOU MUST INDICATE THAT IT IS NOT APPLICABLE. ATTACH SHEET IF NECESSARY TO LIST ADDITIONAL INDEX NUMBERS).

LIST ALL CORPORATE OFFICERS:

PRESIDENT: Kevin McDermott VICE PRESIDENT: _____

SECRETARY: _____ TREASURER: _____

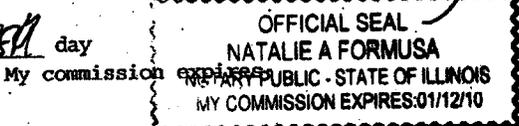
***SIGNATURE OF PRESIDENT: X Kevin McDermott

} See attached letter indicating sole officer status

ATTEST: X _____ (CORPORATE SECRETARY)

Subscribed and Sworn to before me this 28th day of July, 2008.

X [Signature]
Notary Public Signature



Notary Seal

- * If the corporation is not registered in the State of Illinois, a copy of your certificate of good standing from the State in which you are incorporated, is to be submitted with your Bid Proposal.
- ** Required per COOK COUNTY ORDINANCE CHAPTER 10, SECTION 10-6.1.
- *** In the event that this Bid Proposal is executed by someone other than the President and Secretary, attach hereto a certified copy of the corporate by-laws or other authorization by the corporation which authorizes such persons to execute this Bid Proposal on behalf of the corporation.

TODD H. STROGER, PRESIDENT
BOARD OF COUNTY COMMISSIONERS

OFFICE OF THE
PURCHASING AGENT



COUNTY OF COOK
OFFICE OF THE PURCHASING AGENT
118 NORTH CLARK STREET
CHICAGO, ILLINOIS 60602
(312) 603-5370

October 15, 2010

Major Scale Technology Management, Inc.
PO Box 1130
Oak Park, IL 60304
Attn: Kevin McDermott

Re: Contract No. 08-41-192

Pursuant to the request of The Office of Cook County Clerk, the Cook County Board approved on October 5, 2010 an increase and extension of the above referenced contract with no change in its terms and conditions or its unit pricing. The cost of such increase shall not exceed \$450,000.00. The contract shall be extended through October 31, 2011. The County is not obligated to honor this increase and extension for the full term and this increase and extension may be immediately terminated at the County's sole convenience.

Please acknowledge acceptance of this contract increase and extension by execution of this form by the appropriate officers of your company and return to this office.

Regards,

Carmen Triche-Colvin
Purchasing Agent

Lawrence R. Hosty
By: Lawrence R. Hosty
312-603-6827

ACKNOWLEDGEMENT:

BY: Kevin McDermott, President
Name and Title

BY: Kevin McDermott
Name and Title