

OFFICE OF THE COUNTY CLERK - CLERK OF THE BOARD 46

AGENDA TRANSMITTAL FORM / REQUEST FOR BOARD MEETING OF 04/09/2008

Using Agency 009 - B.O.T. Date 02/25/08 Purchase Requisition No 8-012-0005

This form must be used to place business transactions (itemized below) on the agenda for the Cook County Board of Commissioners. All questions must be answered in order for your request to be placed on the Board Agenda.

1. Describe item (name/quantity) or services requested: Requesting authorization for the Purchasing Agent to enter into contract with Sentinel Technologies, Inc., Downers Grove, Illinois, for the Countywide computer hardware maintenance agreement. The period of the contract would be for three years with an option to renew for two one-year periods. General conditions of the contract will include most favored customer stipulation and termination for convenience clause.

- 2. What type of transaction are you requesting? A. () Advertise for bids (go directly to question 5) B. (XX) 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 of existing contract

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

A. Vendor name and address: Sentinel Technologies, Incorporated 2550 Warrenville Road Downers Grove, Illinois 60515

If you are requesting to enter into a contract with a specific company or individual, you must explain why this company or individual is the only one capable of supplying the products or services. Likewise, you must explain why a renewal or extension is necessary in lieu of rebidding:

B. Reason:

After evaluating the Request for Proposal (RFP) submissions for a computer hardware maintenance provider, Sentinel Technologies, Inc. is recommended because it was lowest qualified responder who meet the RFP specifications for hardware maintenance services, qualified personnel and cost.

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

APPROVED BY BOARD OF COOK COUNTY COMMISSIONERS

Contract No: _____

APR 09 2008

Amount of original Board approved contract: _____

COM _____

Board approved date: _____

5. Expiration date of current contract (if applicable): 01/ 31/ 08

Dates of proposed contract (if applicable): 02/ 01/ 08 from 01/31/2011 to

6. Fiscal Impact: \$9,342,312.00 Budget Account 012 - 441 Account Description Computer Hardware

A. Amount of new contract increase: Software Maintenance

B. Amount of above applicable to initial fiscal year: \$3,114,104.00

Name Antonio A. Hylton Phone Number 312-603-4503

Title Chief Information Officer

Signature [Handwritten Signature]

(If there are insufficient funds available in the indicated budget account, please complete the reverse side, per request of the President of the Board)

BUREAU OF TECHNOLOGY
DEPARTMENT OF OFFICE TECHNOLOGY

PROPOSED CONTRACT

ITEM #46

Transmitting a Communication from

ANTONIO HYLTON, Chief Information Officer, Bureau of Technology

requesting authorization for the Purchasing Agent to enter into a contract with Sentinel Technologies, Inc., Downer Grove, Illinois, for the countywide computer hardware maintenance agreement. The period of the contract would be for three (3) years with an option to renew for two (2) one-year periods. General conditions of the contract will include most favored customer stipulation and termination for convenience clause.

Reason: After evaluating the Request for Proposal (RFP) submissions for a computer hardware maintenance provider, Sentinel Technologies, Inc. is recommended because it was lowest qualified responder who meet the RFP specifications for hardware maintenance services, qualified personnel and cost.

Estimated Fiscal Impact: \$9,342,312.00 (\$3,114,104.00 per year). Contract period: February 1, 2008 through January 31, 2011. (012-441 Account). Requisition No. 80120005.

Approval of this item would commit Fiscal Year 2008 and future year funds.

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B. Reason: After evaluating the Request for Proposal (RFP) submissions for a computer hardware maintenance provider, Sentinel Technologies, Inc. is recommended because it was lowest qualified responder who meet the RFP specifications for hardware maintenance services, qualified personnel and cost.

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

Contract No: Amount of original Board approved contract: Board approved date:

no show

5. Expiration date of current contract (if applicable): 01/ 31/ 08 Dates of proposed contract (if applicable): 02/ 01/ 08 from 01/31/2011 to

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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

July 25, 2008

Sentinel Technologies, Inc.
2550 Warrenville Road
Downers Grove, IL 60515
Attn: Dennis Hoelzer

Ref: Contract No: 08-41-247

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: Antonio Hylton

CONTRACT FOR SERVICE

DOCUMENT NO. 08-41-247



MAINTENANCE, COMPUTER HARDWARE

FOR

THE BUREAU OF TECHNOLOGY

WITH: SENTINEL TECHNOLOGIES, INC.

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

RECEIVED
OFFICE OF THE
PURCHASING AGENT
08 JUN -9 11:10 AM

APPROVED BY BOARD OF
COOK COUNTY COMMISSIONERS

JUL 01 2008

COM _____

ISSUED BY THE OFFICE OF THE PURCHASING AGENT

040908

REQ# 80120005

0509

5-16-08
A

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 SENTINEL TECHNOLOGIES, INC., hereinafter the "Contractor", pursuant to authorization by the Cook County Board of Commissioners on the 9th day of April, 2008, as evidenced by the Board authorization letter attached hereto as EXHIBIT "A."

WHEREAS, the County is responsible for procuring services for the BUREAU OF TECHNOLOGY hereinafter the "Using Department";

WHEREAS, the Using Department requires the following service; MAINTENANCE, COMPUTER HARDWARE;

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 (36) months after proper execution of the Contract by the County, with the option to renew for two one (1) year periods at the County's request.

III. PAYMENT

All charges shall not exceed the amount of \$9,342,312.00 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.

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Signature [Handwritten Signature]

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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.

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.

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 08-41-247 for MAINTENANCE, COMPUTER HARDWARE for THE BUREAU OF TECHNOLOGY, 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	MAINTENANCE, COMPUTER HARDWARE, @ \$3,114,104 YEAR, AS PER EXHIBIT "B" HEREIN.
			<u>\$9,342,312.00/JOB</u>
			<u>\$9,342,312.00/TOTAL</u>

GRAND TOTAL
NOT TO EXCEED: \$9,342,312.00

NOTE: DO NOT SERVICE UNTIL NOTIFIED BY DEPARTMENT.

CONTRACT PERIOD: FEBRUARY 1, 2008 THROUGH JANUARY 31, 2011

CONTRACT 08-41-247

EXHIBIT "A"

OFFICE OF THE COUNTY CLERK - CLERK OF THE BOARD 46

AGENDA TRANSMITTAL FORM / REQUEST FOR BOARD MEETING OF 04/09/2008

Using Agency 009 - B.O.T. Date 02/25/08 Purchase Requisition No 8-012-0005

This form must be used to place business transactions (itemized below) on the agenda for the Cook County Board of Commissioners. All questions must be answered in order for your request to be placed on the Board Agenda.

- 1. Describe item (name/quantity) or services requested:
Requesting authorization for the Purchasing Agent to enter into contract with Sentinel Technologies, Inc., Downers Grove, Illinois, for the Countywide computer hardware maintenance agreement. The period of the contract would be for three years with an option to renew for two one-year periods. General conditions of the contract will include most favored customer stipulation and termination for convenience clause.
- 2. What type of transaction are you requesting?

- A. () Advertise for bids (go directly to question 5)
- B. (XX) 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 of existing contract

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

- A. Vendor name and address:
Sentinel Technologies, Incorporated
2550 Warrenville Road
Downers Grove, Illinois 60515

If you are requesting to enter into a contract with a specific company or individual, you must explain why this company or individual is the only one capable of supplying the products or services. Likewise, you must explain why a renewal or extension is necessary in lieu of rebidding:

B. Reason:

After evaluating the Request for Proposal (RFP) submissions for a computer hardware maintenance provider, Sentinel Technologies, Inc. is recommended because it was lowest qualified responder who meet the RFP specifications for hardware maintenance services, qualified personnel and cost.

- 4. If you checked 2C through 2E above, you must complete the following:
Contract No: _____
Amount of original Board approved contract: _____
Board approved date: _____
Expiration date of current contract (if applicable): 01/ 31/ 08
Dates of proposed contract (if applicable): 02/ 01/ 08 from 01/31/2011 to
Fiscal Impact: \$9,342,312.00 Budget Account 012 -441 Account Description Computer Hardware
A. Amount of new contract increase: _____ Software Maintenance
B. Amount of above applicable to initial fiscal year: \$3,114,104.00

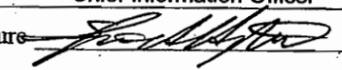
APPROVED BY BOARD OF COOK COUNTY COMMISSIONERS

APR 09 2008

COM _____

Name Antonio A. Hylton Phone Number 312-603-4503

Title Chief Information Officer

Signature 

(If there are insufficient funds available in the indicated budget account, please complete the reverse side, per request of the President of the Board)

CONTRACT 08-41-247

EXHIBIT "B"



sentinel®

January 3, 2008

Ms. Mary Jo Horace
Cook County
Deputy CIO
69 W. Washington Street
Suite 2700
Chicago, IL. 60602

Dear Mary Jo:

Please accept this letter as Sentinel Technologies confirmation to provide Computer Hardware Maintenance Services for Cook County. The term of the contract will be from February 1, 2008 through January 31, 2011. The contract term will be for (3) years with two (1yr) options to renew. The annual charge will be \$3,114,104.00 with an estimated (3) year total charge of \$9,343,312.00

Thank you again for your continued support of Sentinel Technologies, we appreciate your business and look forward to continuing our relationship with the County.

Sincerely,

Dale Schwendeman

Dale Schwendeman
Sentinel Technologies, Inc.
Sr. Account Executive
Phone 630.769.4368
Fax 630.769.1399
dschwend@sentinel.com

INDEX

ECONOMIC DISCLOSURE STATEMENT

<u>SECTION</u>	<u>DESCRIPTION</u>	<u>PAGE</u>
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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

EXHIBIT I CONTRACTOR'S MBE/WBE EFFORTS DOCUMENTATION

CONTRACTOR HEREBY STATES that all MBE/WBE firms identified herein are certified MBEs/WBEs by at least one of the following entities: Cook County, City of Chicago, CTA, PACE, Metra, IDOT, WBDC, SBA or have a completed application for MBE/WBE certification on file with the Office of Contract Compliance.

I. CONTRACTOR'S MBE/WBE STATUS: (check the appropriate line)

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

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

Contractor 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 performance of the Contract. (If so, complete Section II and III).

II. Direct Participation of MBE/WBE Firms

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

- Name of MBE/WBE: TOTAL MAINTENANCE CONCEPTS, INC.
Address: 201 JAMES STREET, BENJENVILLE, IL 60106
Contact Person: KEN GIBSON Phone: 630-350-2150
Dollar Amount of Participation \$ 1,494,770.⁰⁰
Percent Amount of Participation: 16 %
Letter(s) of Intent attached? Yes No
Letter(s) of Certification attached? Yes No

III. Indirect Participation of MBE/WBE Firms

- Name of MBE/WBE: PC MART, INC.
Address: 2916 W. OGDEN AVE. UNIT #116
Contact Person: TK HSIA Phone: 630-428-9988
Dollar Amount of Indirect Participation: \$ 1,307,924.⁰⁰
Percent Amount of Indirect Participation: 14 %
Letter(s) of Intent/Invoices attached? Yes No
Letter(s) of Certification attached? Yes No

Attach additional sheets as needed to fully document MBE/WBE participation.

THE BOARD OF COMMISSIONERS

TODD H. STROGER

PRESIDENT

EARLEAN COLLINS	1st Dist.	PETER N. SILVESTRI	9th Dist.
ROBERT STEELE	2nd Dist.	MIKE QUIGLEY	10th Dist.
JERRY BUTLER	3rd Dist.	JOHN P. CALEY	11th Dist.
WILLIAM M. BEAVERS	4th Dist.	FORREST CLAYPOOL	12th Dist.
DEBORAH SIMS	5th Dist.	LARRY SUFFREDIN	13th Dist.
JOAN PATRICIA MURPHY	6th Dist.	GREGG BOSLIN	14th Dist.
JOSEPH MARIO MORENO	7th Dist.	TIMOTHY O. SCHNEIDER	15th Dist.
ROBERTO MALDONADO	8th Dist.	ANTHONY J. PERALTA	16th Dist.
		ELIZABETH ANN DODDY GORMAN	17th Dist.



COOK COUNTY
OFFICE OF CONTRACT COMPLIANCE

BETTY HANCOCK PERRY
DIRECTOR

CONTRACT COMPLIANCE ADMINISTRATOR

118 North Clark Street, Room 1020
Chicago, Illinois 60602-1304
TEL (312) 603-5502
FAX (312) 603-4547

October 2, 2007

Mr. Ken Gibson, President
Total Maintenance Concepts
1117 Entry Drive
Bensenville, IL 60106

Dear Mr. Gibson:

Thank you for your interest in Cook County's Minority and Women Business Enterprise (MBE/WBE) Program. Your Application for Certification, in the form of a Re-Certification Application was received on October 1, 2007.

The Office of Contract Compliance will conduct a thorough investigation of your Application. The Compliance Officer assigned will verify statements and review documents prior to a site visit. Barring delays caused by your submission of incomplete documentation and/or the complexity of your Application, we estimate that the process should take no more than sixty (60) days.

We look forward to working with you. If you have any questions regarding the status of your Application, please feel free to contact Elizabeth Scully, Compliance Officer at 312-603-5574.

Sincerely,

Betty Hancock Perry
Contract Compliance Administrator
BHP/la

COOK COUNTY LETTER OF INTENT

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

Contract Title & Contract Number: COMPUTER HARDWARE MAINTENANCE SERVICES

From: TOTAL MAINTENANCE CONCEPTS, INC.
(Name of MBE/WBE Company)

To: SENTINEL TECHNOLOGIES, 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>COMPUTER MAINTENANCE SERVICES</u>	<u>\$ 1,494,770.⁰⁰ 16 %</u>
_____	\$ _____ %
_____	\$ _____ %
_____	\$ _____ %
_____	\$ _____ %
_____	\$ _____ %
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.

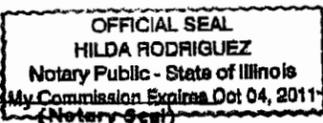
Upon Penalty of perjury, I KENNETH R. GIBSON (print name) the PRESIDENT (title) and duly authorized representative of TOTAL MAINTENANCE CONCEPTS (Name of MBE/WBE Company) affirm that all of the foregoing information is true and correct and that the services and/or supplies indicated above will be performed/supplied for the above indicated dollar amount of \$ 1,494,770.⁰⁰ which represents the above indicated percentage of 16 % of this contract bid amount of \$ 9,342,312.⁰⁰.

Kenneth R. Gibson
(Signature of affiant)

01/03/08
(Date)

Subscribed and sworn to before me this 3 day of January, 2008.

Hilda Rodriguez
(Notary's Signature)



City of Chicago
Richard M. Daley, Mayor

Department of
Procurement Services

City Hall, Room 403
121 North LaSalle Street
Chicago, Illinois 60602
312-744-4900
312-744-2949 (TTY)

<http://www.cityofchicago.org>

November 13, 2007

T. K. Hsia, President
PC Mart (USA), Inc.
2916 West Odgen Ave., Unit 116
Naperville, Illinois 60540

Dear Mr. Hsia:

The Chicago Department of Procurement Services (Department) has undertaken an evaluation of procurement policies and procedures including those utilized within the M/WBE and DBE certification unit. In light of this evaluation and in anticipation of streamlining our procedures, the Department extends your MBE certification **until April 1, 2008.**

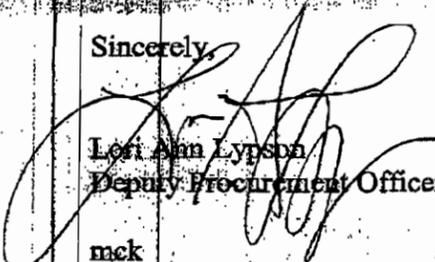
The Department may request additional information from you prior to the expiration of the courtesy period. This information will assist us in making a determination on the recertification of your company. You will receive additional information from the Department in the coming days.

As you know, your firm's participation on contracts will be credited only toward MBE in the following specialty area(s):

Computer Sales and Service

If you have any questions, please contact our office at 312-742-0766.

Sincerely,


Lori Ann Lypson
Deputy Procurement Officer

mck

NEIGHBORHOODS
Alive!
Chicago



EXHIBIT I CONTRACTOR'S MBE/WBE EFFORTS DOCUMENTATION

CONTRACTOR HEREBY STATES that all MBE/WBE firms identified herein are certified MBEs/WBEs by at least one of the following entities: Cook County, City of Chicago, CTA, PACE, Metra, IDOT, WBDC, SBA or have a completed application for MBE/WBE certification on file with the Office of Contract Compliance.

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

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

Contractor 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 performance of the Contract. (If so, complete Section II and III).

II. Direct Participation of MBE/WBE Firms

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

1. Name of MBE/WBE: _____
Address: _____
Contact Person: _____ Phone: _____
Dollar Amount of Participation \$ _____
Percent Amount of Participation: _____ %
Letter(s) of Intent attached? Yes _____ No _____
Letter(s) of Certification attached? Yes _____ No _____

III. Indirect Participation of MBE/WBE Firms

1. Name of MBE/WBE: CORPORATE TRAVEL
Address: 450 E. 22ND STREET, LOMBARD, IL 60148
Contact Person: LINDA JANE Phone: 630-691-9100
BATIO
Dollar Amount of Indirect Participation: \$ 467,116.⁰⁰
Percent Amount of Indirect Participation: 5 %
Letter(s) of Intent/Invoices attached? Yes No _____
Letter(s) of Certification attached? Yes No _____

Attach additional sheets as needed to fully document MBE/WBE participation.



City of Chicago
Richard M. Daley, Mayor

Department of
Procurement Services

Barbara A. Lumpkin
Chief Procurement Officer

City Hall, Room 403
121 North LaSalle Street
Chicago, Illinois 60602
(312) 744-4900
(312) 744-2949 (TTY)
<http://www.cityofchicago.org>

July 31, 2007

Bonnie Lorefice, CEO
Corporate Travel Consultants, Inc.
450 East 22nd Street
Lombard, Illinois 60148

Annual Certificate Expires: January 1, 2009
Vendor Number: 1010636

Dear Ms. Lorefice:

We are pleased to inform you that **Corporate Travel Consultants, Inc.** has been certified as a **WBE** by the City of Chicago. This **WBE** certification is valid until **January 1, 2013**; however your firm must be re-validated annually. Your firm's next annual validation is required by **January 1, 2009**.

As a condition of continued certification during this five year period, you must file a No-Change Affidavit **within 60 days prior** to the date of expiration. Failure to file this Affidavit will result in the termination of your certification. **Please note that you must include a copy of your most current Federal Corporate Tax Return.** You must also notify the City of Chicago of any changes in ownership or control of your firm or any other matters or facts affecting your firm's eligibility for certification.

The City may commence action to remove your firm's eligibility if you fail to notify us of any changes of facts affecting your firm's certification or if your firm otherwise fails to cooperate with the City in any inquiry or investigation. Removal of eligibility procedures may also be commenced if your firm is found to be involved in bidding or contractual irregularities.

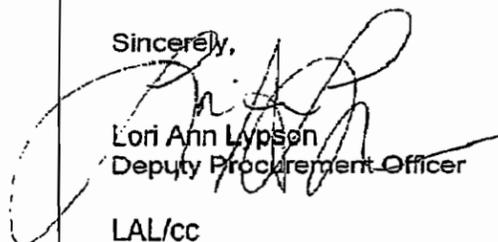
Your firm's name will be listed in the City's Directory of Minority Business Enterprises and Women Business Enterprises in the specialty area(s) of:

Travel Agency

Your firm's participation on City contracts will be credited only toward **WBE** goals in your area(s) of specialty. While your participation on City contracts is not limited to your specialty, credit toward **WBE** goals will be given only for work done in the specialty category.

Thank you for your continued interest in the City's Minority and Women Business Enterprise Programs.

Sincerely,


Lori Ann Lypsen
Deputy Procurement Officer

LAL/cc
Revised Vendor Number



COOK COUNTY LETTER OF INTENT

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

Contract Title & Contract Number: COMPUTER HARDWARE MAINTENANCE SERVICES

From: CORPORATE TRAVEL MANAGEMENT GROUP
(Name of MBE/WBE Company)

To: SENTINEL TECHNOLOGICAL, 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>TRAVEL SERVICES</u>	<u>\$ 467,116 5 %</u>
_____	\$ _____ %
_____	\$ _____ %
_____	\$ _____ %
_____	\$ _____ %
_____	\$ _____ %
_____	\$ _____ %
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.

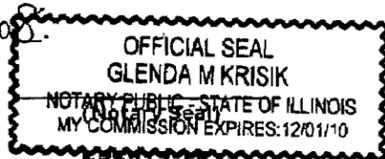
Upon Penalty of perjury, I LINDA JANE BATIO (print name) the PRESIDENT (title) and duly authorized representative of CORPORATE TRAVEL MANAGEMENT GROUP (Name of MBE/WBE Company) affirm that all of the foregoing information is true and correct and that the services and/or supplies indicated above will be performed/supplied for the above indicated dollar amount of \$ 467,116⁰⁰ which represents the above indicated percentage of 5 % of this contract bid amount of \$ 9,342,312.⁰⁰

Linda J. Batio
(Signature of affiant)

1, 04, 08
(Date)

Subscribed and sworn to before me this 4th day of January, 2008.

Glenda M. Krisk
(Notary's Signature)



COOK COUNTY LETTER OF INTENT

Upon Penalty of perjury, I JAMES G. EMMEL (print name)

the COO (title) and duly authorized representative of

SENTINEL TECHNOLOGIES, INC. (Name of Prime Bidder's Company) 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 \$ 3,269,810.⁰⁰ which represents

the above indicated percentage of 35% of this contract bid amount of \$ 9,342,312.⁰⁰.

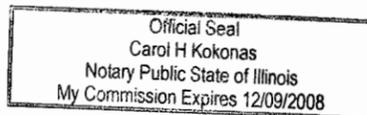
James Emmel
(Signature of affiant)

1/3/08
(Date)

Subscribed and sworn to before me this 4th day of JANUARY, 2008.

Carol H Kokonas
(Notary's Signature)

(Notary Seal)



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: _____ No: _____

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

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

Yes: _____ No: _____

If yes, list such bidder/proposer business addresses:

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

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? _____

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.

Print or type name of Contracting Party

By: _____

Print or type name of person signing

Print or type title of person signing

Date

Signed and sworn to before me this _____ day of _____, 200_

Notary Public Signature

Notary Seal

Commission Expires: _____

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 08-41-247 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: SENTINEL TECHNOLOGIES, INC.
BUSINESS ADDRESS: 2550 WARRENVILLE RD, DOWNERS GROVE, IL 60515
BUSINESS TELEPHONE: 630-769-4300 FAX NUMBER: 630-769-1399
CONTACT PERSON: DALE SCHWENDEMAN
FEIN: 36-3199182 *IL CORPORATE FILE NUMBER: D5376-471-1

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

N/A

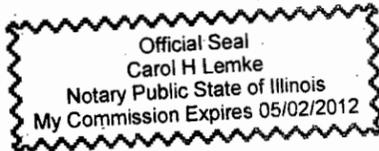
IF NOT APPLICABLE, YOU MUST INDICATE THAT IT IS NOT APPLICABLE. ATTACH SHEET IF NECESSARY TO LIST ADDITIONAL INDEX NUMBERS).

LIST ALL CORPORATE OFFICERS:

PRESIDENT: DENNIS HOELZER VICE PRESIDENT: BRIAN OSBORNE
SECRETARY: JAMES EMMEL TREASURER: TIM HILL

***SIGNATURE OF PRESIDENT: X [Signature]
ATTEST: X [Signature] (CORPORATE SECRETARY)

Subscribed and Sworn to before me this 23rd day
of May, 2008. My commission expires: _____
X [Signature] 5-02-12
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.

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 08-41-247

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

TOTAL AMOUNT OF CONTRACT: \$ 9,342,312.00
(DOLLARS AND CENTS)

FUND CHARGEABLE: _____

DATED AT CHICAGO, ILLINOIS THIS 9th DAY

OF April, 2008

Todd H. Shy
PRESIDENT, COOK COUNTY BOARD OF COMMISSIONERS

Carrie K. Trice-Colin
COOK COUNTY PURCHASING AGENT

Joseph M. Seabro
COOK COUNTY COMPTROLLER

APPROVED AS TO FORM:
Arak Ogla
ASSISTANT STATE'S ATTORNEY

APPROVED BY BOARD OF
COOK COUNTY COMMISSIONERS

JUL 01 2008

COM _____

Purchase Requisition

Office of the Purchasing Agent
Cook County of Illinois

Purchase Order Number
174878

Requisition # **OC 97147** Contract # **08-41-247** Open Date

Ship To: 8000458	Information Technology-Automa	Supplier: 76730	Sentinel Technologies Inc	Buyer Number	724150 Supervisor 40
	Cook County Administration Off	Business Office 312-603-1393	2550 Warrenville Rd	Bid/Sole Src Code	SSV
	69 W. Washington Street Rm 270	69 W. Washington Suite #2700	Downers Grove IL 60515	Business Unit	0091365
	Chicago IL 60602-3007			Internal Req Number	10090005A
				Board Apr Date & Item	Board Approved 01/19/2011
				Requisition Date	4/13/2011
				Date Needed	4/13/2011

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 Countywide Computer	<	>	1,00	LO	3,100,000.0000	0091365.540180
	Countywide Hardware Contract 08-41-247						
	Countywide Hardware Maintenance						
	Contract Period: February 1, 2011-January 31, 2012						
	Board Approved January 19, 2011						
	Contract Amount: \$3,100,000.00						
	Requisition 1009005A						

Total of Items Ordered 3,100,000.00

CERTIFICATION

I hereby certify that the items and/or services above are necessary to this department (or institution) and that the dep't. 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.

Paula Moore
 REQUISITIONER
 BUREAU or DEPARTMENT HEAD

11/1/12

PROCUREMENT

CCA

APPROVED BUDGETARY ACCOUNT

PURCHASING USE ONLY

92:1 MA 12 APR 11 02
 RECEIVED
 OFFICE OF THE
 PURCHASING AGENT

DATE _____ BY _____

9/25/17

84

BL

POST BOARD AGENDA

APPROVED BY THE BOARD OF COOK COUNTY COMMISSIONERS JAN 19 2011
--

BUREAU OF TECHNOLOGY**PROPOSED CONTRACT RENEWAL**

Transmitting a Communication, dated December 29, 2010 from

GREG WASS, Chief Information Officer, Bureau of Technology

requesting authorization for the Purchasing Agent to renew Contract No. 08-41-247 with Sentinel Technologies, Inc., Downers Grove, Illinois, for the countywide computer hardware maintenance agreement.

Reason: The Bureau of Technology request to exercise the one (1) year renewal option as we prepare and complete the Request for Proposal (RFP) process for countywide computer hardware maintenance.

Estimated Fiscal Impact: \$3,100,000.00. Contract period: February 1, 2011 through January 31, 2012. (009-441 Account). Requisition No. 10090005.

Approval of this item would commit Fiscal Year 2011 funds.

No lobbying contact was made for this item.



sentinel®

April 20, 2011

Mr. Greg Wass
Cook County
CIO
69 W. Washington Street
Suite 2700
Chicago, IL. 60602

Dear Greg:

Please accept this letter as Sentinel Technologies confirmation and acceptance to fulfill the Maintenance Contract extension for Contract No.(08-41-247) beginning February 1, 2011 through January 31st 2012 for the amount of \$3,100,000.00.

Thank you again for your continued support of Sentinel Technologies, we appreciate your business and look forward to continuing our relationship with the County.

Sincerely,

Dale Schwendeman
Sentinel Technologies, Inc.
Sr. Account Executive
Phone 630.769.4368
Fax 630.769.1399
dschwend@sentinel.com

BUREAU OF TECHNOLOGY
DEPARTMENT FOR MANAGEMENT OF INFORMATION SYSTEMS

CONTRACT

ITEM #46

APPROVED

COMMISSIONER COLLINS VOTED "NO".

Transmitting a Communication from

ANTONIO HYLTON, Chief Information Officer, Bureau of Information Technology and Automation

requesting authorization for the Purchasing Agent to enter into a contract with Sentinel Technologies, Inc., Downers Grove, Illinois, for the countywide computer hardware maintenance agreement. The period of the contract would be for three years with an option to renew for two one-year periods. General conditions of the contract will include most favored customer stipulation and termination for convenience clause for the Department of Office Technology.

Reason: After evaluating the Request for Proposal (RFP) submissions for a computer hardware maintenance provider. Sentinel Technologies, Inc. is recommended because it was lowest qualified responder who meet the RFP specifications for hardware maintenance services, qualified personnel and cost.

Estimated Fiscal Impact: \$9,342,312.00 (\$3,114,104.00 per year). Contract period: February 1, 2008 through January 31, 2011. (012-441 Account). Requisition No. 80120005.

Approval of this item would commit Fiscal Year 2008 and future year funds.

TONI PRECKWINKLE
PRESIDENT



MARIA DE LOURDES COSS
PURCHASING AGENT

118 N. CLARK STREET
ROOM 1018
CHICAGO, ILLINOIS 60602
TEL: 312-603-5370
FAX: 312-603-3179

April 28, 2011

Sentinel Technologies, Inc.
2550 Warrenville Rd.
Downers Grove, IL 60515
Attn: Dale Schwendeman

Ref: Contract No. 08-41-247

Dear Mr. Schwendeman,

Pursuant to the request of the Cook County Bureau of Technology on January 19, 2011, the Cook County Board of Commissioners has authorized a renewal of the above referenced contract with no change in the terms and conditions or unit prices. The cost of such renewal shall not exceed \$3,100,000.00. The renewal period shall be from February 1, 2011 through January 31, 2012.

The County is not obligated to this renewal for the full term set forth and such renewal may be terminated at the County's sole option. Please acknowledge acceptance of this contract renewal by execution of this form by the appropriate authorized officers of your corporation/partnership.

If you have any questions, please contact Lawrence Hosty, Specifications Engineer at (312) 603-6827 or Brandie Knazze, Deputy Purchasing Agent at (312) 603-3075.

Regards

Maria de Lourdes Coss
Purchasing Agent *BC*

By: *Dale Schwendeman* 5-11-11
Name & Title Date

By: *Steve Anusua* 5/11/11
Name & Title Date
U.P. of Operations



**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
722350
IBM Corp
1177 Beltline Dr
Dallas TX 75019

DATE
3/30/2011
F.O.B. POINT

PURCHASE ORDER NO.
176434 - 000- OP
REQUISITION NO.
00096648 07

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

SHIP TO Information Technology-Automation
Cook County Administration Offices
69 W. Washington Street Rm 2700
Chicago IL 60602-3007

DELIVERY INSTRUCTIONS
Business Office 312-603-1393 69 W.
Washington #2700

DEPT NO	
71420580	Page 1 of 1

LINE	FURNISH THE FOLLOWING SUPPLIES AND/OR SERVICE	QUANTITY/ UOM	UNIT PRICE	EXTENDED PRICE	ACCOUNT NUMBER
1.00	Mainframe Purchase z-Series Mainframe Computer INCREASE PROCUREMENT AND FINANCING OF MAINFRAME HARDWARE SOFTWARE AND OTHER RELATED SERVICES AS PER CONTRACT 08-41-76 A & B AUTHORIZED BY COUNTY BOARD 12/04/2007 CONTRACT PERIOD 12/01/2007 THRU 11/30/2010 THIS PO COVERS PERIOD 12/01/2009 THRU 11/30/2010 MONTHS 25 THRU 36 OF 36 AMOUNT AUTHORIZED \$11,660,959.00 AMOUNT ENCUMBERED ON PO 160719 \$3,761,796.00 AMOUNT ENCUMBERED ON PO 168441 \$3,886,476.00 AMOUNT ENCUMBERED THIS PO \$4,012,687.00 BALANCE THIS PO INCREASE AUTHORIZED TO PURCHASE 02/15/2011 INCREASE AMOUNT AUTHORIZED \$397,280.00 BALANCE THIS PO REF REQ 10120014 2010 CEPM 11/192009 IDENTIFIER # 2349 71420580.560451.8300	1.00 EA	397,280.0000	397,280.00	71420580.560451.8300
***** Total Order *****				397,280.00	

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 and the expenditure and is hereby approved.
PURCHASING AGENT
Maria de la Cruz
Date: 4/28/11

Authorized Signature: _____ Date: _____



END OF LEASE QUOTE

END OF LEASE: 1-800-426-3552
 FAX NUMBER: 1-800-677-5209

Quote No.: **E00615688-1**
 Customer No.: 2165068
 Date Prepared: 2010-12-21
LESSEE

Original
 Supplement No.: C00F10978

Company Name: COOK COUNTY
 Address: 69 WEST WASHINGTON
 27TH FLR
 CHICAGO, IL 60602-3134

INSTALLED AT LOCATION
 Company Name: COOK COUNTY
 Address: 118 N CLARK ST RM 700
 CHICAGO, IL 60602-1348

Customer Reference for End of Lease Quote: _____

IN THE PARENTHESIS, PLEASE MAKE A DECISION FOR THE EQUIPMENT LISTED BELOW. IF THE DECISION IS THE SAME FOR ALL THE ITEMS, MARK THE 'ALL' BOX OR MARK BY LINE ITEM YOUR DECISION.

Mark here to select all Items		PURCHASE ALL <input checked="" type="checkbox"/>	RENEWAL ALL ()	RENEWAL 24 ALL ()	RENEWAL 12 ALL ()	EXTENSION ALL ()	RETURN EQUIPMENT ALL ()	
MES/ MODEL	SERIAL	LSE OPTION	PURCHASE LEASE END	LEASE RENEWAL TERMS			OPTIONAL EXTENSION	RETURN AT END OF LEASE DATE
				MONTHS	24 MONTHS	12 MONTHS		
2094 System z9 Enterprise Class S08	7E900	G	397,280 <input checked="" type="checkbox"/>	N/A	16,576 ()	32,102 ()	42,096 () &	2011-02-28 () _____
TOTALS:								
Machines Count:		1						
Purchased Price:		397,280						
Monthly Payments in Advance:				16,576	32,102	42,096		

Purchase, only

- M - Monthly
- A - Payment in Advance
- & - Current Lease Amount

Please do not change any pre-printed information on this document. Should you have any questions, please contact the End of Lease Department at 1-800-426-3552.

**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
 76730

Sentinel Technologies Inc
 2550 Warrenville Rd
 Downers Grove IL 60515

DATE
 5/11/2011
 F.O.B. POINT

PURCHASE ORDER NO.
176878 - 000- OP
 REQUISITION NO.
 00097147 OC

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

SHIP TO Information Technology-Automation
 Cook County Administration Offices
 69 W. Washington Street Rm 2700
 Chicago IL 60602-3007

DELIVERY INSTRUCTIONS

Business Office 312-603-1393 69 W.
 Washington Suite #2700

DEPT NO	
0091365	Page 1 of 1

LINE	FURNISH THE FOLLOWING SUPPLIES AND/OR SERVICE	QUANTITY/ UOM	UNIT PRICE	EXTENDED PRICE	ACCOUNT NUMBER
1.00	Countywide Computer Hardware Maintenance RENEWAL MAINTENANCE COMPUTER HARDWARE AS PER CONTRACT 08-41-247 ORIGINALLY AUTHORIZED BY COUNTY BOARD 04/09/2008 CONTRACT PERIOD: 02/01/2008 THROUGH 01/31/2011 RENEWAL AUTHORIZED 01/19/2011 RENEWAL PERIOD 02/01/2011 THROUGH 01/31/2012 RENEWAL AMOUNT AUTHORIZED \$3,100,000.00 AMOUNT ENCUMBERED THIS PO \$3,100,000.00 REQ1009005A	.00 LO	100,000.0000	3,100,000.00	0091365.540180
***** Total Order *****				3,100,000.00	

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

[Signature]
 Date: 5/25/11