

POST BOARD AGENDA

APPROVED AS AMENDED BY THE BOARD OF COOK COUNTY COMMISSIONERS JUN 16 2009

BUREAU OF TECHNOLOGY**PROPOSED CONTRACT**

Transmitting a Communication, dated June 1, 2009 from

ANTONIO HYLTON, Chief Information Officer, Bureau of Technology

requesting authorization for the Purchasing Agent to enter into a contract with Dell Marketing L.P., Round Rock, Texas, for computer software, software maintenance and support services. The Cook County Bureau of Technology is also seeking authorization to be able to add, delete and update contract items as needed to support the changing technology needs of Cook County.

Reason: After completion of a Request for Proposal (RFP) process for the selection of a qualified firm to obtain computer hardware, software, peripheral equipment and support services, Dell Marketing L.P. is being recommended based on their ability to provide the county with software, software maintenance and support services that meet the county's standards as well as resulting in financial savings.

The contract is needed to allow county agencies to continue to acquire computer software and maintenance related to new technology initiatives and update of existing software licenses. The ability to add, delete and update contract items as needed will allow Cook County to obtain newer technology as appropriate during the terms of the contract. The contract amount is based on the historical pattern of Cook County spending \$2,000,000.00 per year from prior countywide software contracts.

Estimated Fiscal Impact: \$12,674,252.00. Contract period: July 1, 2009 through June 30, 2010. (~~various departments-579 Account~~); and *(717/various departments-579 Account). Requisition No. 90090011.

~~Approval of this item would commit Fiscal Year 2009 funds.~~

*Sufficient funds have been appropriated to cover this request.



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

August 4, 2009

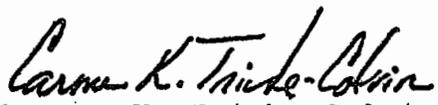
Dell Marketing L.P.
One Dell Way
Round Rock, TX 78682
Attn: Teresa Walden

Ref: Contract No: 09-41-221

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.09-41-221**



COMPUTER SOFTWARE, SOFTWARE MAINTENANCE AND SUPPORT SERVICES

FOR

BUREAU OF TECHNOLOGY

WITH: DELL MARKETING, LP

**APPROVED BY BOARD OF
COOK COUNTY COMMISSIONERS**

JUL 21 2009

COM _____

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

**ISSUED BY THE
OFFICE OF THE PURCHASING AGENT**

061609

REQ#90090011

0625

CONTRACT FOR SUPPLY
between
County of Cook, Illinois
and
Dell Marketing L.P.

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 Dell Marketing L.P. hereinafter the "Contractor", pursuant to authorization by the Cook County Board of Commissioners on June 16, 2009.

WHEREAS, the County is responsible for procuring goods for the Cook County Bureau of Technology, hereinafter the "Using Department", which provides services to the residents of Cook County, Illinois;

WHEREAS, the Using Department requires certain computer software and desires to be able to purchase such software as needed to support the changing technology needs of the County;

WHEREAS, the Contractor is able and willing to provide such software, hereafter referred to as the "Contract Goods" as may be required by the County, upon the terms and conditions hereinafter provided and in consideration for the fees as set forth herein;

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

I. CONTRACT GOODS; PRICES

The Contractor agrees to provide the following Contract Goods:

Microsoft Software and Non-Microsoft Software as set forth in Attachment A.

The prices for the Contract Goods are the fixed Unit Costs listed on Attachment A.

Additional Contract Goods (software) may be added to this Contract by mutual written agreement of the parties, and the pricing for such items shall be agreed to in writing by the parties.

Should the County's total order volumes under the Contract exceed \$6,000,000, Contractor will extend a 0.5% discount from the Unit Costs listed on Attachment A for up to \$2,000,000 of orders associated in the volume range between \$6,000,000-8,000,000.

Should the County's order volumes exceed \$8,000,000, Contractor will extend a 1.0% discount from the Unit Costs listed on Attachment A for the order volumes totaling in excess of \$8,000,000.

Example: For total order volumes of \$9,000,000:

- \$6m will be at the fixed Unit Costs in Attachment A
- \$2m (for order volumes of \$6,000,000-8,000,000 based on the Unit Costs) will be discounted 0.5%
- \$1m (for order volumes of \$8,000,000-9,000,000 based on the Unit Costs) will be discounted 1.0%

In this example, orders totaling \$9,000,000 will result in a net cost to the County of \$8,980,000 (a savings of \$20,000).

II. CONTRACT PERIOD

This Contract shall be in effect for twelve (12) months after the date of proper execution of the contract documents by the County (the "Initial Term"). Thereafter, contingent upon the express written prior authorization of the Cook County Board of Commissioners, the Contract may be renewed for up to two (2) additional one (1) year periods by mutual agreement of the parties.

III. PAYMENT

In no cases shall charges under this contract for the Initial Term exceed the amount of \$12,674,252.00. 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 as provided in GC-32 below.

IV. GENERAL CONDITIONS

This Contract incorporates and is subject to the provisions attached hereto as Part II, General Conditions, of Contract for Supply and is incorporated herein by this reference.

V. ATTACHMENTS

This Contract incorporates the following Contractor Documentation:

1. Attachment A.

Notwithstanding such incorporation, none of the terms set forth in any Exhibit which conflict 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.

[END OF PART I]

**PART II
GENERAL CONDITIONS**

GC-00 TECHNOLOGY SPECIFICATIONS

Cook County reserves the right to substitute, add or delete items in the contract. Any substitutions, additions or deletions must be at or below the then current pricing for the comparable technical specifications of the item being replaced. New items must be at the most favored contract pricing for the same types of products that vendor extends to its customers of similar size and scope, and with like terms and conditions, at the time of addition to the contract. For all proposed items, Cook County requires most favorite nation pricing for the same types of products that vendor extends to its customers of similar size and scope, and with like terms and conditions. Cook County will grant right of first refusal of equal product or service for like items if they become available via an alternative source. The County reserves the right to purchase from any other source if it so desires.

GC-01 SUBCONTRACTING OR ASSIGNMENT OF CONTRACT OR CONTRACT FUNDS

Once awarded, this Contract shall not be assigned, in whole or in part, without the advance written approval of the Purchasing Agent, which approval shall not be unreasonably withheld by 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 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. 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.

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:

Statutory workers' compensation insurance in the state(s) or jurisdiction(s) in which Contractor's employees perform services, and employer's liability insurance with limits of not less than \$500,000: (i) for each accident; and (ii) for each employee for occupational disease; or (iii) policy limit for disease.

Commercial General Liability insurance with limits for bodily injury and property damage liability of not less than \$1,000,000 personal injury each occurrence, \$2,000,000 general aggregate and products/completed operations coverage, which shall include: (i) premises/operations liability; (ii) independent contractors liability; and (iii) broad form contractual liability. This policy shall add County as "Additional Insured."

Business automobile liability insurance with a limit of not less than \$1,000,000 per occurrence for bodily injury and property damage liability written to cover all owned, hired and non-owned automobiles arising out of the use thereof by or on behalf of Contractor and Contractor employees. This policy shall add County as an "Additional Insured."

GC-04 INSPECTION AND RESPONSIBILITY

[Reserved]

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 from or attributable to any third party claims for bodily injury or damage to tangible property to the extent caused by the negligent acts or omissions of the officers, employees, contractors, or subcontractors (but only to the extent of their work under their applicable agreement with Contractor) 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

The County will process invoices and make payments in its normal course of business not to exceed forty-five (45) days after receipt of invoice. All invoices submitted by the Contractor shall contain a detailed description of the Deliverables for which payment is requested. All invoices shall reflect the amounts invoiced by 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 or account statement. 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 until such time as a proper invoice is submitted. Contractor shall not be entitled to invoice the County for any late fees or other penalties. All invoices must reflect items actually provided to the County.

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. Contractor shall endeavor to issue the refund within thirty (30) 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

[Reserved]

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 negotiated by both parties in good faith. The complaining party shall submit a written statement detailing the dispute and specifying the specific relevant Contract provision(s) to the other party and shall forward a copy of such written statement to the Purchasing Agent. Upon request of the complaining party, the party complained against shall respond to the complaint in writing within five days of such request and shall forward a copy of such written response to the Purchasing Agent. Notwithstanding the foregoing, either party will have the right to obtain from a court of competent jurisdiction a temporary restraining order, preliminary injunction, or other equitable relief to preserve the status quo, prevent irreparable harm, avoid the expiration of any applicable limitations period, or preserve a superior position with respect to other creditors, although the merits of the underlying dispute will be resolved in accordance with this paragraph. In the event

the parties are unable to resolve the dispute within sixty (60) days of notice of the dispute to the other party, the parties shall be free to pursue all remedies available at law or equity. 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; provided, however that the County must pay for products delivered and services rendered that are not the subject of the dispute.

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, when Contractor has failed to cure such breach within thirty (30) 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 the 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 thirty (30) days after written notice has been given by Contractor to the County, setting forth the nature of such breach.

GC-13 COUNTY'S REMEDIES

If the Contractor fails to remedy a material breach during the thirty (30) 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 (other than for force majeure), 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 thirty (30) 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 no event shall Contractor be entitled to any consequential damages. Irrespective of the exercise of remedies hereunder, Contractor shall not disrupt the County's operations or repossess any component thereof.

GC-15 DELAYS

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

GC-16 MODIFICATIONS AND AMENDMENTS

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

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

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

GC-17 PATENTS, COPYRIGHTS AND LICENSES

Contractor shall furnish the Director of the Using Department with all licenses required for the County to utilize any software, including firmware or middleware, provided by Contractor as part of the Deliverables. All software distributed with the products is subject to the license agreement provided with the software and is subject to third-party warranties, if any. The County agrees that it and all of its end-users of the software are bound by, and will abide by, all such software licensing agreements. Contractor shall also furnish a copy of such licenses to the Purchasing Agent.

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

[This ordinance is incorporated by reference as if fully set forth herein]

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) and shall execute a mutually agreed 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)

And to:

Cook County Chief Information Officer
69 W. Washington Street, 27th Floor
Chicago, Illinois 60602

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

Either party may terminate this Contract, or any portion, at any time by thirty (30) days notice in writing from the County to the Contractor. Unless otherwise stated in the notice, the effective date of such termination shall be thirty (30) 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, and the County shall be responsible for payment for same. 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, and the County shall be responsible for payment for same. After receipt of notice, 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

All Deliverables shall be covered by the commercial warranties and guarantees the Contractor, or applicable manufacturer or publisher, offers for the same Deliverables or Services at the time of delivery. Contractor's warranties are as set forth below. The rights and remedies so provided shall be in addition to and shall not limit any rights afforded to County under this Contract.

Third-Party Products and Third-Party Software.

Warranty. Dell does not warrant third-party software or third-party products. Any warranty provided on third party software, product, or other third-party product is provided by the publisher or original manufacturer and may vary from product to product.

License Agreement. All software, including Microsoft software, is provided subject to the license agreement that is part of the package. Dell has the right to provide such software to Customer. Each Buyer purchasing under this Agreement agrees that it will be bound by the license agreement once the package is opened or the seal is broken.

High Risk Applications Disclaimer. Dell has not tested or certified its Products, Services or Deliverables for use in high risk applications including medical life support, medical device, direct physical patient contact, water treatment, nuclear facilities, weapon systems, mass and air transportation control, flammable environments, or any other potentially life critical uses. The County understands and agrees that Dell makes no assurances or warranties that the Products, Services or Deliverables are suitable for any high-risk uses..

Other Exclusions. This warranty does not cover damage due to external causes, including accident, abuse, misuse, problems with electrical power, service (including installation or de-installation) not performed or authorized by Dell, usage not in accordance with Product instructions, normal wear and tear, and problems caused by use of parts and components not supplied by Dell. The warranty does not cover accessories or parts added to a Dell system after the system is shipped from Dell or non-Dell-branded accessories or parts added to a Dell system through CFI Services. DELL MAY REVISE ITS LIMITED WARRANTIES FROM TIME TO TIME BUT ANY SUCH CHANGE WILL NOT AFFECT PRODUCTS ORDERED BY THE COUNTY PRIOR TO THE DATE OF SUCH CHANGE. IF THE COUNTY HAS NOT TIMELY PAID DELL FOR PRODUCTS OR SERVICES, THE WARRANTY(S) FOR THE UNPAID PRODUCTS SHALL BE VOID. ANY WARRANTY PROVIDED ON SOFTWARE

OR A THIRD PARTY SOFTWARE OR PERIPHERAL PRODUCT IS PROVIDED BY THE PUBLISHER OR ORIGINAL MANUFACTURER AND MAY VARY FROM PRODUCT TO PRODUCT. DELL DISCLAIMS, TO THE FULLEST EXTENT PERMITTED BY LAW, ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE RELATING TO THE PRODUCTS AND SERVICES.

Limitation of Liability. EXCEPT AS SPECIFICALLY SET FORTH IN THIS AGREEMENT, DELL AND THE COUNTY EACH EXPRESSLY AGREE AND UNDERSTAND THAT THE OTHER PARTY WILL NOT HAVE ANY LIABILITY FOR PRODUCTS NOT BEING AVAILABLE FOR USE, OR FOR LOST OR CORRUPTED DATA OR SOFTWARE. NEITHER PARTY SHALL BE LIABLE FOR ANY INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES UNDER THIS AGREEMENT, EVEN IF THE PARTY HAS BEEN ADVISED OF THEIR POSSIBILITY. THIS LIMITATION OF LIABILITY APPLIES BOTH TO PRODUCTS AND SERVICES THE COUNTY PURCHASES UNDER THIS AGREEMENT. EXCEPT FOR CLAIMS THAT THE SERVICES CAUSED BODILY INJURY (INCLUDING DEATH) DELL'S TOTAL LIABILITY ARISING OUT OF, OR IN CONNECTION WITH, ANY EVENT OR SERIES OF CONNECTED EVENTS OCCURRING IN CONNECTION WITH THIS AGREEMENT SHALL NOT EXCEED THE LESSER OF ONE MILLION DOLLARS (\$1,000,000) OR THE U.S. DOLLAR EQUIVALENT OF THE TOTAL DOLLAR AMOUNT OF PRODUCTS AND SERVICES PURCHASED BY THE COUNTY PURSUANT TO THIS AGREEMENT DURING THE TWELVE MONTHS IMMEDIATELY PRECEDING THE DATE DELL IS NOTIFIED BY THE COUNTY OF ANY CLAIM OF LIABILITY, EXCEPT WHERE LOCAL LAW, IF SUCH LOCAL LAW IS FOUND TO APPLY TO THIS AGREEMENT, PROHIBITS ANY SUCH LIMITATION.

EXCEPT FOR THIRD PARTY CLAIMS OF INFRINGEMENT RELATED TO THE COUNTY'S USE OF PRODUCTS PROVIDED HEREUNDER ("THIRD PARTY IP INFRINGEMENT CLAIM(S)"), THE COUNTY'S TOTAL LIABILITY ARISING OUT OF, OR IN CONNECTION WITH, ANY EVENT OR SERIES OF CONNECTED EVENTS OCCURRING IN CONNECTION WITH THIS AGREEMENT SHALL NOT EXCEED THE TOTAL DOLLAR AMOUNT SET FORTH IN SECTION III, PAYMENT, OF PART I OF THIS CONTRACT, LESS AMOUNTS PAID DURING THE TWELVE MONTHS IMMEDIATELY PRECEDING THE DATE THE COUNTY IS NOTIFIED BY DELL OF ANY CLAIM OF LIABILITY. FOR THIRD PARTY IP INFRINGEMENT CLAIMS, THE COUNTY'S TOTAL LIABILITY SHALL BE LIMITED TO DIRECT DAMAGES NOT TO EXCEED THE GREATER OF (I) \$500,000.00 OR (II) THE TOTAL DOLLAR AMOUNT SET FORTH IN SECTION III, PAYMENT, OF PART I OF THIS CONTRACT, LESS AMOUNTS PAID DURING THE TWELVE MONTHS IMMEDIATELY PRECEDING THE DATE THE COUNTY IS NOTIFIED BY DELL OF A THIRD PARTY IP INFRINGEMENT CLAIM. IN THE EVENT THE LAW OF ANY JURISDICTION WHICH APPLIES TO THIS AGREEMENT PROHIBITS IN ANY PART ANY LIMITATION IN THIS PARAGRAPH, THE PARTIES AGREE THAT SUCH LIMITATION SHALL BE MODIFIED, WITHOUT FURTHER ACTION OF EITHER PARTY, SO AS TO BROADLY APPLY TO THE MAXIMUM EFFECT ALLOWED BY GOVERNING LAWS.

GC-27 STANDARD OF DELIVERABLES

[Reserved]

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. Title and risk of loss passes when the products are delivered to the County's dock.

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 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.

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

It is the County's responsibility to backup data on County's system. DELL WILL NOT BE RESPONSIBLE FOR LOSS OF OR DAMAGE TO DATA OR LOSS OF USE OF ANY COMPUTER OR NETWORK SYSTEMS.

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 invoices and purchase records of the Contractor related to the Contract, or 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.

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 invoice and purchase records which are necessary to certify the nature and extent of the price 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 invoice or purchase records of said related organization that are necessary to certify the nature and extent of such prices. 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 PART II]

ATTACHMENT A
TO
CONTRACT FOR SUPPLY
BETWEEN
COUNTY OF COOK, ILLINOIS
AND
DELL MARKETING L.P.

**ECONOMIC DISCLOSURE STATEMENT
AND EXECUTION DOCUMENT
INDEX**

Section	Description	Pages
Instructions	Instructions for Completion of EDS	EDS i - ii
1	MBE/WBE Utilization Plan	EDS 1,2
2	Letter of Intent	EDS 3, 4
3	Petition for Reduction/Waiver of MBE/WBE Participation Goals	EDS 5, 6
4	Certifications	EDS 7, 8
5	Economic and Other Disclosures, Affidavit of Child Support Obligations and Disclosure of Ownership Interest	EDS 9 - 13
6	Sole Proprietor Signature Page	EDS 14a/b/c
7	Partnership Signature Page	EDS 15/a/b/c
8	Corporation Signature Page	EDS 16a/b/c
9	Cook County Signature Page	EDS 17

INSTRUCTIONS FOR COMPLETION OF ECONOMIC DISCLOSURE STATEMENT AND EXECUTION DOCUMENT

This Economic Disclosure Statement and Execution Document ("EDS") is to be completed and executed by every Bidder on a County contract, every party responding to a Request for Proposals or Request for Qualifications ("Proposer"), and others as required by the Purchasing Agent. If the Undersigned is awarded a contract pursuant to the procurement process for which this EDS was submitted (the "Contract"), this Economic Disclosure Statement and Execution Document shall stand as the Undersigned's execution of the Contract.

Definitions. Capitalized terms used in this EDS and not otherwise defined herein shall have the meanings given to such terms in the Instructions to Bidders, General Conditions, Request for Proposals, Request for Qualifications, or other documents, as applicable.

"Affiliated Entity" means a person or entity that, directly or indirectly: controls the Bidder, is controlled by the Bidder, or is, with the Bidder, under common control of another person or entity. Indicia of control include, without limitation, interlocking management or ownership; identity of interests among family members; shared facilities and equipment; common use of employees; and organization of a business entity following the ineligibility of a business entity to do business with the County under the standards set forth in the Certifications included in this EDS, using substantially the same management, ownership or principals as the ineligible entity.

"Bidder," "Proposer," "Undersigned," or "Applicant," is the person or entity executing this EDS. Upon award and execution of a Contract by the County, the Bidder, Proposer, Undersigned or Applicant, as the case may be, shall become the Contractor or Contracting Party.

"Proposal," for purposes of this EDS, is the Undersigned's complete response to an RFP/RFQ, or if no RFQ/RFP was issued by the County, the "Proposal" is such other proposal, quote or offer submitted by the Undersigned, and in any event a "Proposal" includes this EDS .

"Code" means the Code of Ordinances, Cook County, Illinois available through the Cook County Clerk's Office website (<http://www.cookctyclerk.com/sub/ordinances.asp>). This page can also be accessed by going to www.cookctyclerk.com, clicking on the tab labeled "County Board Proceedings," and then clicking on the link to "Cook County Ordinances."

"Contractor" or "Contracting Party" means the Bidder, Proposer or Applicant with whom the County has entered into a Contract.

"EDS" means this complete Economic Disclosure Statement and Execution Document, including all sections listed in the Index and any attachments.

"Lobby" or "lobbying" means to, for compensation, attempt to influence a County official or County employee with respect to any County matter.

"Lobbyist" means any person or entity who lobbies.

"Prohibited Acts" means any of the actions or occurrences which form the basis for disqualification under the Code, or under the Certifications hereinafter set forth.

Sections 1 through 3: MBE/WBE Documentation. Sections 1 and 2 must be completed in order to satisfy the requirements of the County's MBE/WBE Ordinance, as set forth in the Contract Documents, if applicable. If the Undersigned believes a waiver is appropriate and necessary, Section 3, the Petition for Waiver of MBE/WBE Participation must be completed.

Section 4: Certifications. Section 4 sets forth certifications that are required for contracting parties under the Code. Execution of this EDS constitutes a warranty that all the statements and certifications contained, and all the facts stated, in the Certifications are true, correct and complete as of the date of execution.

Section 5: Economic and Other Disclosures Statement. Section 5 is the County's required Economic and Other Disclosures Statement form. Execution of this EDS constitutes a warranty that all the information provided in the EDS is true, correct and complete as of the date of execution, and binds the Undersigned to the warranties, representations, agreements and acknowledgements contained therein.

Sections 6, 7, 8: Execution Forms. The Bidder executes this EDS, and the Contract, by completing and signing three copies of the appropriate Signature Page. Section 6 is the form for a sole proprietor; Section 7 is the form for a partnership or joint venture; and Section 8 is the form for a corporation. Proper execution requires **THREE ORIGINALS**; therefore, the appropriate Signature Page must be filled in, three copies made, and all three copies must be properly signed, notarized and submitted. The forms may be printed and completed by typing or hand writing the information required. The County is in the process of converting these forms into a format that may be downloaded and completed on the user's computer. Once this feature is available, those having the necessary software may follow the instructions set forth below under the heading "Instructions for Completing PDF Forms."

Required Updates. The information provided in this EDS will be kept current. In the event of any change in any information provided, including but not limited to any change which would render inaccurate or incomplete any certification or statement made in this EDS, the Undersigned will supplement this EDS up to the time the County takes action, by filing an amended EDS or such other documentation as is requested.

Additional Information. 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 Bidder must comply fully with the applicable ordinances.

MBE/WBE UTILIZATION PLAN
Section 1

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

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

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

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

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

II. Direct Participation of MBE/WBE Firms

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

1. Name of MBE/WBE: n/a - see next page for "indirect" participation

Address: _____

e-mail: _____

Contact Person: _____ Phone: _____

Dollar Amount Participation: \$ _____

Percent Amount of Participation: _____ %

*Letter of Intent attached? Yes _____ No _____

2. Name of MBE/WBE: n/a - see next page for "indirect" participation

Address: _____

e-mail: _____

Contact Person: _____ Phone: _____

Dollar Amount Participation: \$ _____

Percent Amount of Participation: _____ %

*Letter of Intent attached? Yes _____ No _____

Attach additional sheets as needed.

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

III. Indirect Participation of MBE/WBE Firms

NOTE: This section need not be completed if the MBE/WBE goals have been met through the Direct Participation. If the MBE/WBE goals have not been met through Direct Participation, Bidder/Proposer shall demonstrate that the proposed MBE/WBE Direct participation represents the maximum achievable under the circumstances. Only after such a demonstration will indirect participation be considered.

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

1. Name of MBE/WBE: Solai & Cameron Technologies
Address: 2335 N. Southport Ave., Chicago, IL 60614
e-mail: msolai@solcam.com
Contact Person: Mallar R. Solai Phone: (773) 506-2720
Dollar Amount of indirect Participation \$ 2,217,994.10 *
Percent Amount of indirect Participation: 17.5% *
*Letter of Intent attached? Yes X No

2. Name of MBE/WBE: Matrix Systems Group, Inc.
Address: 925 S. Spring Street, Springfield IL, 62704
e-mail: mahdi@matrix-sys-inc.com
Contact Person: Mahdi Phone: (217) 523-1717
Dollar Amount of indirect Participation \$ 2,217,994.10 *
Percent Amount of indirect Participation: 17.5% *
*Letter of Intent attached? Yes X No

Attach additional sheets as needed.

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

*** Dell and the proposed indirect partners above will make best efforts to meet the stated percentage in accordance with Cook County's expenditures for the awarded contract.**

COOK COUNTY LETTER OF INTENT
(Section 2)

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

Contract Title & Number: Microsoft Software & Non-Microsoft Software
(re: RFP No. 08-50-2002P + Dell Response No. 533673, dated 12/17/08)
From: Matrix Systems Group, Inc.
(MBE/WBE Firm)

To: Dell Marketing, L.P. and the County of Cook
(Bidder/Proposer Firm)

The undersigned is prepared to provide the following services, supplies and project in connection with the above named contract:

Each service performed and /or item supplied will be detailed under Description of Service/Supply and Project 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 directly related to this specific Cook County contract and must not include any services/supplies related to any other government contract.**

Description of Service/Supply/Project	Fee/Cost
1. <u>Microsoft Software & Non-Microsoft Software</u>	\$ <u>2,217,994.10</u> * 17.5%*
2. <u>* Dell and Matrix will make best efforts to meet the stated percentage in accordance with Cook County's expenditures for the awarded contract.</u>	\$ _____ %
3. _____	\$ _____ %
4. _____	\$ _____ %
Total:	\$ <u>2,217,994.10</u> * 17.5%*

THE UNDERSIGNED PARTIES AGREE that this Letter of Intent will become a binding Subcontract Agreement conditioned upon the Bidder/Proposer'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 MAHDI ELMOKASHFI (print name)
the PRESIDENT (title) and duly authorized representative
of the Matrix Systems Group, Inc. (MBE/WBE firm) affirm that

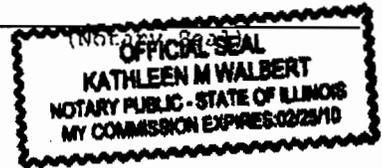
the foregoing information is true and correct and the services, supplies, and/or project indicated above will be supplies/performed for the above indicated total dollar amount \$ 2,217,994.10 * which represents the above indicated total percentage 17.5% for the contract amount \$ not to exceed \$12,674,252.00**

**term of initial contract: 08/01/09-07/31/10 for Microsoft Software & Non-Microsoft Software with an option to extend for up to two (2) additional one (1) year periods

[Signature] 06 / 25 / 2009
(Signature of Affiant) (Date)

Subscribed and sworn to before me this 25th day of June, 2009.

Kathleen M. Walbert
(Notary's Signature)



COOK COUNTY LETTER OF INTENT

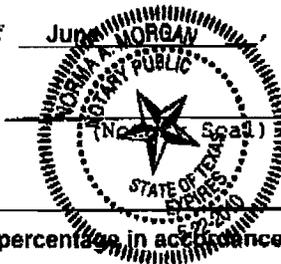
Upon Penalty of perjury, Ted Thomas (print name)
the Proposal Manager (title) and duly authorized
representative of the Dell Marketing, L.P. (Bidder Proposer firm)
affirm that the foregoing information is true and correct and the services,
supplies, and/or project indicated above will be supplies/performed for the
above indicated total dollar amount \$ 2,217,994.10 * which represents the
above indicated total percentage 17.5 % for the contract amount
\$ not to exceed \$12,674,252.00 ** .

Ted Thomas
(Signature of affiant)

06/29/2009
(Date)

Subscribed and sworn to before me this 29th day of June, 2009.

Norma A. Morgan
(Notary's Signature)



* Dell and Matrix will make best efforts to meet the stated percentage in accordance with Cook County's expenditures for the awarded contract. *ms*

***term of initial contract: 08/01/09-07/31/10 for Microsoft Software & Non-Microsoft Software with an option to extend for up to two (2) additional one (1) year periods *ms*

**COOK COUNTY LETTER OF INTENT
(Section 2)**

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

Contract Title & Number: **Microsoft Software & Non-Microsoft Software**
 (re: RFP No. 08-50-2002P + Dell Response No. 533673, dated 12/17/08)
 From: **Solai & Cameron**
 (MBE/WBE Firm)

To: **Dell Marketing, L.P.** and the County of Cook
 (Bidder/Proposer Firm)

The undersigned is prepared to provide the following services, supplies and project in connection with the above named contract:

Each service performed and /or item supplied will be detailed under Description of Service/Supply and Project 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 directly related to this specific Cook County contract and must not include any services/supplies related to any other government contract.*

Description of Service/Supply/Project	Fee/Cost
1. Microsoft Software & Non-Microsoft Software	\$ 2,217,994.10 [*] 17.5% [*]
2. * Dell and Solai & Cameron will make best efforts to meet the stated	\$ _____ %
3. percentage in accordance with Cook County's expenditures for the	\$ _____ %
4. awarded contract.	\$ _____ %
Total:	\$ 2,217,994.10 [*] 17.5% [*]

THE UNDERSIGNED PARTIES AGREE that this Letter of Intent will become a binding Subcontract Agreement conditioned upon the Bidder/Proposer'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 MALLAR R SOLAI (print name)
 the PRESIDENT (title) and duly authorized representative
 of the Solai & Cameron (MBE/WBE firm) affirm that
 the foregoing information is true and correct and the services, supplies, and/or
 project indicated above will be supplies/performed for the above indicated total
 dollar amount \$ 2,217,994.10^{*} which represents the above indicated total
 percentage 17.5% for the contract amount \$ not to exceed \$12,674,252.00^{**}

**term of Initial contract: 08/01/09-07/31/10 for Microsoft Software & Non-Microsoft Software with an option to extend for up to two (2) additional one (1) year periods

Mallar R Solai
 (Signature of affiant)

06/25/2009
 (Date)

Subscribed and sworn to before me this 25 day of June, 2009.

[Signature]
 (Notary's Signature)



COOK COUNTY LETTER OF INTENT

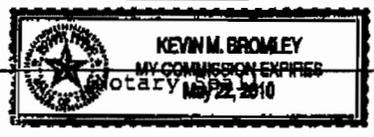
Upon Penalty of perjury, Ted Thomas (print name)
the Proposal Manager (Title) and duly authorized
representative of the Dell Marketing, L.P. (Bidder Proposer firm)
affirm that the foregoing information is true and correct and the services,
supplies, and/or project indicated above will be supplies/performed for the
above indicated total dollar amount \$ 2,217,994.10* which represents the
above indicated total percentage 17.5 %* for the contract amount.
\$ not to exceed \$12,674,252.00**

Ted Thomas
(Signature of affiant)

06 / 29 / 2009
(Date)

Subscribed and sworn to before me this 29th day of June, 2009.

[Signature]
(Notary's Signature)



* Dell and Solai & Cameron will make best efforts to meet the stated percentage in accordance with Cook County's expenditures for the awarded contract. mt

**term of initial contract: 08/01/09-07/31/10 for Microsoft Software & Non-Microsoft Software with an option to extend for up to two (2) additional one (1) year periods mt

**CERTIFICATIONS
(SECTION 4)**

THE FOLLOWING CERTIFICATIONS ARE MADE PURSUANT TO STATE LAW AND THE CODE. THE UNDERSIGNED IS CAUTIONED TO CAREFULLY READ THESE CERTIFICATIONS PRIOR TO SIGNING THE SIGNATURE PAGE. SIGNING THE SIGNATURE PAGE SHALL CONSTITUTE A WARRANTY BY THE UNDERSIGNED THAT ALL THE STATEMENTS, CERTIFICATIONS AND INFORMATION SET FORTH WITHIN THESE CERTIFICATIONS ARE TRUE, COMPLETE AND CORRECT AS OF THE DATE THE SIGNATURE PAGE IS SIGNED. THE UNDERSIGNED IS NOTIFIED THAT IF THE COUNTY LEARNS THAT ANY OF THE FOLLOWING CERTIFICATIONS WERE FALSELY MADE, THAT ANY CONTRACT ENTERED INTO WITH THE UNDERSIGNED SHALL BE SUBJECT TO TERMINATION.

A. * PERSONS AND ENTITIES SUBJECT TO DISQUALIFICATION**

None to the best of my knowledge and belief

No person or business entity shall be awarded a contract or sub-contract, for a period of five (5) years from the date of conviction or entry of a plea or admission of guilt, civil or criminal, if that person or business entity:

- 1) 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;
- 2) Has been convicted by federal, state or local government of an act 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.*;
- 3) Has been convicted of bid-rigging or attempting to rig bids under the laws of federal, state or local government;
- 4) Has been convicted of an act committed, within the State, 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.*;
- 5) Has been convicted of price-fixing or attempting to fix prices under the laws the State;
- 6) Has been convicted of defrauding or attempting to defraud any unit of state or local government or school district within the State of Illinois;
- 7) Has made an admission of guilt of such conduct as set forth in subsections (1) through (6) 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; or
- 8) Has entered a plea of *nolo contendere* to charge of bribery, price-fixing, bid-rigging, or fraud, as set forth in sub-paragraphs (1) through (6) above.

In the case of bribery or attempting to bribe, a business entity may not be awarded a contract if an official, agent or employee of such business entity committed the Prohibited Act on behalf of the business entity and pursuant to the direction or authorization of an officer, director or other responsible official of the business entity, and such Prohibited Act occurred within three years prior to the award of the contract. In addition, a business entity shall be disqualified if an owner, partner or shareholder controlling, directly or indirectly, 20 % or more of the business entity, or an officer of the business entity has performed any Prohibited Act within five years prior to the award of the Contract.

*** **THE UNDERSIGNED HEREBY CERTIFIES THAT:** The Undersigned has read the provisions of Section A, Persons and Entities Subject to Disqualification, that the Undersigned has not committed any Prohibited Act set forth in Section A, and that award of the Contract to the Undersigned would not violate the provisions of such Section or of the Code.

B. BID-RIGGING OR BID ROTATING

THE UNDERSIGNED HEREBY CERTIFIES THAT: *In accordance with 720 ILCS 5/33 E-11, neither the Undersigned nor any Affiliated Entity is 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

THE UNDERSIGNED HEREBY CERTIFIES THAT: The Undersigned will provide a drug free workplace, as required by Public Act 86-1459 (30 ILCS 580/2-11).

****This clause is not applicable to Dell's subcontracts at any tier for the acquisition of commercial items or commercial components as per FAR Part 12.504 - Section (a).****

****Dell has its own internal Controlled Substance policies that either meet or exceed the intent of public Act 86-1459 (30 ILCS 580/2-11)****

D. DELINQUENCY IN PAYMENT OF TAXES

****Dell's Drug Policy Statement Attached****

THE UNDERSIGNED HEREBY CERTIFIES THAT: The Undersigned is not an owner or a party responsible for the payment of any tax or fee administered by Cook County, by a local municipality, or by the Illinois Department of Revenue, which such tax or fee is delinquent, such as bar award of a contract or subcontract pursuant to the Code, Chapter 34, Section 34-129.

E. HUMAN RIGHTS ORDINANCE

Please see attached details on Dell's Diversity & EEO Policy Statement

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 (Code Chapter 42, Section 42-30 *et seq.*).

F. ILLINOIS HUMAN RIGHTS ACT

THE UNDERSIGNED HEREBY CERTIFIES THAT: It is in compliance with the the Illinois Human Rights Act (775 ILCS 5/2-105), and agrees to abide by the requirements of the Act as part of its contractual obligations.

G. ** MACBRIDE PRINCIPLES, CODE CHAPTER 34, SECTION 34-132

If the primary contractor currently conducts business operations in Northern Ireland, or will conduct business during the projected duration of a County contract, the primary 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 best of my knowledge and belief, Dell has no business interests in Northern Ireland****

H. * LIVING WAGE ORDINANCE PREFERENCE (COOK COUNTY CODE, CHAPTER 34, SECTION 34-127;**

The Code requires that a living wage must be paid to individuals employed by a Contractor which has a County Contract and by all subcontractors of such Contractor under a County Contract, throughout the duration of such County Contract. The amount of such living wage is determined from time to time by, and is available from, the Chief Financial Officer of the County.

For purposes of this EDS Section 4, H, "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 EDS, Section 4, I, 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.

*****Dell follows all applicable Federal wage and employment regulations*****



Dell's Alcohol and Illegal Drug Policy

Alcohol and illegal drugs have no place in the workplace and are inconsistent with a safe and productive work environment. With the exception of moderate and prudent alcohol consumption during legitimate business entertainment, Dell employees are prohibited from consuming alcohol or using, possessing or distributing illegal drugs while working, operating Dell property (including company vehicles) or engaging in Dell business. Employees also may not perform work for Dell or operate company vehicles or other equipment while under the influence of alcohol or illegal drugs.

Certification of Dell Security Background Check and Drug-screen Process

Dell employees hired after June 17, 2002:

Dell Marketing, L.P. ("Dell") hereby affirms that a security background check ("SBC") is performed on each Dell employee, intern, and potential new hire. This SBC consists of criminal county searches, federal searches, and verification of personally identifying information. Dell's SBC standards require that an individual's SBC reflects:

- No felony conviction or "nolo contendere" or "no contest" plea within the preceding seven years;
- No class A or B misdemeanor conviction or "nolo contendere" or "no contest" plea within the preceding five years;
- No uncompleted deferred adjudication, probation, or parole for any felony or class A or B misdemeanor (regardless of whether the conviction itself is within the preceding seven or five year period);
- No pending court date, charge, or warrant relating to any felony or any violent misdemeanor;
- Provided that Dell generally will not disqualify an individual for employment if the individual's SBC reflects a single conviction, charge, or warrant for: (i) a single Class B misdemeanor DWI, DUI, or Driving While License Suspended (unless the position or assignment involves driving); or (ii) a single Class B misdemeanor theft by check (unless the position or assignment has significant potential for financial abuse).

Dell further affirms that a drug screens is performed on each Dell employee, intern, and potential new hire and all contractors. This drug screen checks for the presence of amphetamine metabolites (1000 ng/mL), cocaine metabolites (300 ng/mL), Marijuana (100 ng/mL), opiate metabolites (300 ng/mL), phencyclidine metabolites (25 ng/mL).

Dell contractors or third-party service providers:

Dell Marketing, L.P. ("Dell") hereby affirms that in most cases, it requires its third-party service providers to certify compliance with the following:

While performing Services at Dell, while present upon Dell's premises, or assigned site, Provider represents that each of its personnel, agents, or subcontractor's personnel will abide by all of the rules and regulations that Dell or its customers impose upon its personnel, invitees or contractors. Provider also represents that each of its personnel, agents or subcontractor's personnel who will be physically located on Dell property or an assigned site will:

- Be drug-free while working on such property;
- Will not have a pending appearance or conviction for a criminal felony within the past 7 years or a Class A or B misdemeanor, or worldwide equivalent, within the past 5 years;



- Have completed the necessary requirements to be legally employed in the United States;
- Be bound by the confidentiality restrictions in the Service Agreement;
- Have read the Dell Safety Procedures and/or the assigned site's procedures and comply with the content; and
- If in Dell's opinion, Provider's personnel, agent or subcontractor is not acting in a professional manner, is violating any of the requirements stated in this Section or is failing in his or her performance of the Services, Provider shall immediately replace that individual after notice is given to Provider by Dell. Such notice shall set forth the reasons why Dell has determined that such employee is not acting in a professional manner or is failing in his or her performance of the Services.

In some limited circumstances, the third party service provider may have modified the above language for consistency with its own Security Background Check and Drug Screening Process.



Dell's U.S. Diversity & Equal Employment Opportunity Policy

Diversity is a Dell Business Imperative: Diversity, inclusiveness and respect for all Dell employees form the basis of Dell's Winning Culture and are essential to Dell's success. Dell values each individual's distinct contribution and leverages our collective strengths to insure that Dell remains the technology solutions company of choice for customers around the world.

Dell is an Equal Opportunity Employer and Prohibits Discrimination and Harassment of Any Kind: Dell is committed to the principle of equal employment opportunity for all employees and to providing employees with a work environment free of discrimination and harassment. All employment decisions at Dell are based on business needs, job requirements and individual qualifications, without regard to race, color, religion, national origin, sex (including pregnancy), age, disability, HIV Status, sexual orientation, gender identity, marital status, past or present military service or any other status protected by the laws or regulations in the locations where we operate. Dell will not tolerate discrimination or harassment based on any of these characteristics.

Dell's Commitment to a Workplace Free of Discrimination and Harassment is Far Reaching: Dell's commitment to equal employment opportunity applies to all persons involved in the operation of Dell's business and prohibits discrimination or unlawful harassment by or between any Dell employee, including officers, supervisors and co-workers, or applicants for employment at Dell, or by or between any Dell employee and any employee of Dell's customers, independent contractors, vendors or other strategic partners. All employees are responsible for maintaining a work atmosphere free from discrimination and unlawful harassment by treating others with dignity and respect.

Unlawful Harassment is Prohibited: Unlawful harassment can take several forms, including verbal, visual, or physical conduct that creates an offensive, hostile, or intimidating work environment. Conduct that can contribute to unlawful harassment includes, but is not limited to: Verbal conduct such as epithets, derogatory jokes or comments, slurs or unwanted sexual advances, invitations or comments;

- Visual conduct such as derogatory and/or sexually-oriented posters, photography, cartoons, drawings or gestures;
- Physical conduct such as assault, unwanted touching, blocking normal movement or interfering with work because of sex, race or any other protected characteristic;
- Threats and demands for sexual favors as a condition of continued employment, or to avoid some other loss, and offers of employment benefits in return for sexual favors; and
- Retaliation for having reported or threatened to report harassment.

Dell Employees Are Encouraged to Report Discrimination, Harassment, Retaliation or the Threat of Retaliation: Dell employees who witness or believe they have been subjected to discrimination, harassment, retaliation or other inappropriate conduct are encouraged to report such conduct immediately in accordance with the Raising/Resolving Issues and Concerns section of the Code of Conduct. This includes, but is not limited to contacting your manager, Human Resources representative, the Office of the Ombuds (if available), the Global or Regional Ethics Office, or the Ethics Helpline at 1-888-888-9975. All such reports will be investigated promptly and as confidentially as possible and appropriate corrective action will be taken. No employee who makes good faith reports of discrimination, harassment, or retaliation will be subjected to reprisal or damage to their career, reputation or employment at Dell.

Dell Strives to Reasonably Accommodate Its Employees: Dell provides equitable treatment and reasonable accommodations for employees and applicants in accordance with federal, state and local laws. A reasonable accommodation for an employee with a disability may include modification to policies and procedures, an adjusted work schedule, special equipment or transportation, or other job modification to optimize the individual's job performance, if such accommodation does not result in an undue hardship to Dell's business.

Individuals who desire a workplace accommodation under any applicable law may make a request for such an accommodation, preferably in writing, to the individual's supervisor or Human Resources representative.

Enforcement and Potential Discipline: Employees who violate this policy will be subject to discipline, up to and including, termination of employment from Dell.

Revisions and Revocation: This policy in no way constitutes a contract between Dell and any employee and may be revised or revoked at any time, with no advance notice.

For more information regarding Dell's U.S. Diversity & Equal Employment Opportunity Policy please visit:
<http://hr.us.dell.com/HR/HRGeneral/HROne/Policies/Content/en-us/Home.htm>

**REQUIRED DISCLOSURES
(SECTION 5)**

1. DISCLOSURE OF LOBBYIST CONTACTS

List all persons or entities that have made lobbying contacts on your behalf with respect to this contract:

Name	Address
------	---------

None to the best of my knowledge and belief.

2. LOCAL BUSINESS PREFERENCE DISCLOSURE; CODE, CHAPTER 34, SECTION 34-151(p);

"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.

a) Is Bidder a "Local Business" as defined above?

Yes: _____ No: No _____

b) If yes, list business address(es) within Cook County:

c) Does Bidder employ the majority of its regular full-time workforce within Cook County?

Yes: _____ No: No _____

3. THE CHILD SUPPORT ENFORCEMENT ORDINANCE (PREFERENCE (CODE, CHAPTER 34, SECTION 34-366))

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. All Applicants are required to review the Cook County Affidavit of Child Support Obligations attached to this EDS and complete the following, based upon the definitions and other information included in such Affidavit:

 X Applicant has no "Substantial Owner." - "Dell is a publicly traded Corporation"

OR

 The Cook County Affidavit of Child Support Obligations has been completed by all "Substantial Owners" and is attached to this EDS.

4. REAL ESTATE OWNERSHIP DISCLOSURES.

The Undersigned must indicate by checking the appropriate provision below and providing all required information that either:

- a) The following is a complete list of all real estate owned by the Undersigned in Cook County:

PERMANENT INDEX NUMBER(S): _____

(ATTACH SHEET IF NECESSARY TO LIST ADDITIONAL INDEX NUMBERS)

OR:

- b) The Undersigned owns no real estate in Cook County.

5. EXCEPTIONS TO CERTIFICATIONS OR DISCLOSURES.

If the Undersigned is unable to certify to any of the Certifications or any other statements contained in this EDS and not explained elsewhere in this EDS, the Undersigned must explain below:

Deli Marketing L.P. will certify to any of the Certifications or any other statements "as applicable" that is contained in this EDS

If the letters, "NA", the word "None" or "No Response" appears above, or if the space is left blank, it will be conclusively presumed that the Undersigned certified to all Certifications and other statements contained in this EDS.

COOK COUNTY AFFIDAVIT OF CHILD SUPPORT OBLIGATIONS

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 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 \$10,000.00.

"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.

All Applicants/Substantial Owners are required to complete this affidavit and comply with the Child Support Enforcement Ordinance before any privilege is granted. Signature of this form constitutes a certification the information provided below is correct and complete, and that the individual(s) signing this form has/have personal knowledge of such information.

Privilege Information

County Privilege
County Department

Dell is a publicly traded company. This provision is not applicable

Applicant Information:

Last name: _____ First Name: _____ MI: _____
 SS# (Last Four Digits): _____
 Street Address: _____
 City: _____ State: _____ Zip: _____
 Home Phone: (____) _____ - _____ Drivers License No: _____

Child Support Obligation Information:

The Undersigned applicant, being duly sworn on oath or affirmation hereby states that to the best of my knowledge (place an "X" next to "A", "B", "C", or "D").

- _____ A. The Applicant has no judicially or administratively ordered child support obligations.
- _____ B. The Applicant has an outstanding judicially or administratively ordered obligation, but is paying in accordance with the terms of the order.
- _____ C. The Applicant is delinquent in paying judicially or administratively ordered child support obligations
- _____ D. The Applicant is not a substantial owner as defined above.

The Undersigned applicant understands that failure to disclose any judicially or administratively ordered child support debt owed will be grounds for revoking the privilege.

Signature: _____ Date: _____

Subscribed and sworn to before me this _____ day of _____, 20____

X _____
Notary Public Signature

Notary Seal

COOK COUNTY DISCLOSURE OF OWNERSHIP INTEREST STATEMENT

The Cook County Code of Ordinances (§2-610 *et seq.*) requires that any Applicant for any County Action must disclose information concerning ownership interests in the Applicant. This Disclosure of Ownership Interest Statement must be completed with all information current as of the date this Statement is signed. Furthermore, this Statement must be kept current, by filing an amended Statement, until such time as the County Board or County Agency shall take action on the application. The information contained in this Statement will be maintained in a database and made available for public viewing.

If you are asked to list names, but there are no applicable names to list, you must state NONE. An incomplete Statement will be returned and any action regarding this contract will be delayed. A failure to fully comply with the ordinance may result in the action taken by the County Board or County Agency being voided.

"Applicant" means any Entity or person making an application to the County for any County Action.

"County Action" means any action by a County Agency, a County Department, or the County Board regarding an ordinance or ordinance amendment, a County Board approval, or other County agency approval, with respect to contracts, leases, or sale or purchase of real estate.

"Entity" or "Legal Entity" means a sole proprietorship, corporation, partnership, association, business trust, estate, two or more persons having a joint or common interest, trustee of a land trust, other commercial or legal entity or any beneficiary or beneficiaries thereof.

This Disclosure of Ownership Interest Statement must be submitted by :

1. An Applicant for County Action and
2. An individual or Legal Entity that holds stock or a beneficial interest in the Applicant and is listed on the Applicant's Statement (a "Holder") must file a Statement and complete #1 only under **Ownership Interest Declaration**.

Please print or type responses clearly and legibly. Add additional pages if needed, being careful to identify each portion of the form to which each additional page refers.

This Statement is being made by the Applicant or Stock/Beneficial Interest Holder

This Statement is an: Original Statement or Amended Statement

Identifying Information:

Name Dell Marketing L.P. D/B/A: _____ EIN NO.: 74-2616805

Street Address: One Dell Way

City: Round Rock State: Texas Zip Code: 78682

Phone No.: (512) 338-4400

Form of Legal Entity:

Sole Proprietor Limited Partnership Corporation Trustee of Land Trust

Business Trust Estate Association Joint Venture

Other (describe) _____

Ownership Interest Declaration:

1. List the name(s), address, and percent ownership of each individual and each Entity having a legal or beneficial interest (including ownership) of more than five percent (5%) in the Applicant/Holder.

Name	Address	Percentage Interest in Applicant/Holder
Dell Marketing L.P. is a Texas Limited Partnership. Dell Marketing GP L.L.C., a Delaware Limited Liability Company, is the sole general partner (1%). Dell Marketing LP L.L.C., a Delaware Limited Liability Company, is the sole limited partner (99%). All of these entities are wholly-owned subsidiaries of Dell Inc., a Delaware company. Dell is a publicly traded company.		

2. If the interest of any individual or any Entity listed in (1) above is held as an agent or agents, or a nominee or nominees, list the name and address of the principal on whose behalf the interest is held.

Name of Agent/Nominee	Name of Principal	Principal's Address

3. Is the Applicant constructively controlled by another person or Legal Entity? [] Yes [] No
 If yes, state the name, address and percentage of beneficial interest of such person or legal entity, and the relationship under which such control is being or may be exercised.

Name	Address	Percentage of Beneficial Interest	Relationship

Declaration (check the applicable box):

- [] I state under oath that the Applicant has withheld no disclosure as to ownership interest in the Applicant nor reserved any information, data or plan as to the intended use or purpose for which the Applicant seeks County Board or other County Agency action.
- [X] I state under oath that the Holder has withheld no disclosure as to ownership interest nor reserved any information required to be disclosed.

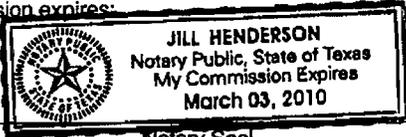
Teresa Walden
 Name of Authorized Applicant/Holder Representative (please print or type)

 Signature
 Teresa_Walden@dell.com
 E-mail address

Senior Contracts Manager
 Title
 07/09/09 7/13/09
 Date
 (512) 724-5749
 Phone Number

*To the best of my knowledge and belief.
 Subscribed to and sworn before me
 this 13th day of July, 2009.

x 
 Notary Public Signature

My commission expires:

 Notary Seal

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

The Undersigned hereby certifies and warrants: that all of the statements, certifications, and representations set forth in this EDS are true, complete and correct; that the Undersigned is in full compliance and will continue to be in compliance throughout the term of the Contract or County Privilege issued to the Undersigned with all the policies and requirements set forth in this EDS; and that all of the facts and information provided by the Undersigned in this EDS are true, complete and correct. The Undersigned agrees to inform the Purchasing Agent in writing if any of such statements, certifications, representations, facts or information becomes or is found to be untrue, incomplete or incorrect during the term of the Contract or County Privilege.

Dell will provide public notice and report any changes to ORCA. Dell cannot notify all of its customers individually.

BUSINESS NAME: Dell Marketing L.P.

BUSINESS ADDRESS: One Dell Way
Round Rock Texas 78682

BUSINESS TELEPHONE: (512) 338-4400 FAX NUMBER: (512) 283-9092

CONTACT PERSON: _____ FEIN/SSN: 74-2616805

*COOK COUNTY BUSINESS REGISTRATION NUMBER: Not Known

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

*BY: *Jessica Walden*

Date: ~~07/09/09~~ 7/13/09

*To the best of my knowledge and belief.

Subscribed to and sworn before me this
13th day of July, 2009.

x *Jill Henderson*
Notary Public Signature

My commission expires:



Notary Seal

* Attach hereto a partnership resolution or other document authorizing the individual signing this Signature Page to so sign on behalf of the Partnership.

COOK COUNTY SIGNATURE PAGE
(SECTION 9)

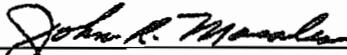
ON BEHALF OF THE COUNTY OF COOK, A BODY POLITIC AND CORPORATE OF THE STATE OF ILLINOIS, THIS CONTRACT IS HEREBY EXECUTED BY:



PRESIDENT, COOK COUNTY BOARD OF COMMISSIONERS



COOK COUNTY PURCHASING AGENT



COOK COUNTY COMPTROLLER

DATED AT CHICAGO, ILLINOIS THIS _____ DAY OF _____, 20____.

IN THE CASE OF A BID PROPOSAL, THE COUNTY HEREBY ACCEPTS:

THE FOREGOING BID/PROPOSAL AS IDENTIFIED IN THE CONTRACT DOCUMENTS FOR CONTRACT NUMBER

OR

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

TOTAL AMOUNT OF CONTRACT: \$ 12,674,252⁰⁰
(DOLLARS AND CENTS)

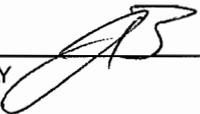
FUND CHARGEABLE: _____

APPROVED BY BOARD OF
COOK COUNTY COMMISSIONERS

APPROVED AS TO FORM:

JUL 21 2009

ASSISTANT STATE'S ATTORNEY



7-14-09

COM _____

ATTACHMENT H: MICROSOFT SOFTWARE SPECIFICATIONS (RFP#08-50-2002P)
From: Dell Marketing, L.P.

- Proposers must complete the columns - Unit Cost, Extended Cost, Proposed Version and Microsoft Part No.

Item #	Unit Cost	Quantity	Extended Cost	Product	Cook County			Proposer	
					Latest Version	Microsoft Part No.	Proposed Version	Microsoft Part No.	
1	\$ 132.43	300	\$ 39,729.00	Access	2007	077-04008	2007	077-04008	
2	\$ 190.32	20	\$ 3,806.40	Expression for Web	2007	UCQ-00098-3	Lic with Software Assu	UCQ-00098	
3	\$ 232.35	1000	\$ 232,350.00	Office Standard	2007	021-07777	2007	021-07777	
4	\$ 301.34	1000	\$ 301,340.00	Office Professional Plus	2007	79P-01207	2007	79P-01207	
5	\$ 303.72	100	\$ 30,372.00	Project Standard	2007	076-03817	2007	076-03817	
6	\$ 2,788.19	25	\$ 69,704.75	Project Server	2007	H22-01679	2007	H22-01679	
7	\$ 99.92	100	\$ 9,992.00	Project CAL device	2007	H21-02270	2007	H21-02270	
8	\$ 652.64	100	\$ 65,264.00	Project Professional w/ server cal	2007	H30-01906	2007	H30-01906	
9	\$ 333.85	100	\$ 33,385.00	Visual Studio Pro Net	2008	C5E-00376	2008	C5E-00376	
10	\$ 385.48	50	\$ 19,274.00	Visio Professional	2007	D87-02934	2007	D87-02934	
11	\$ 130.05	50	\$ 6,502.50	Visio Standard	2007	D86-02852	2007	D86-02852	
12	\$ 440.91	10	\$ 4,409.10	Exchange Server	2007	312-03491	2007	312-03491	
13	\$ 2,521.74	10	\$ 25,217.40	Exchange Server Enterprise	2007	395-03835	2007	395-03835	
14	\$ 42.03	200	\$ 8,406.00	Exchange Standard CAL	2007	381-03131	2007	381-03131	
15	\$ 22.20	200	\$ 4,440.00	Exchange Enterprise CAL	2007	9MB-00857	2007	9MB-00857	
16	\$ 1,467.84	150	\$ 220,176.00	Windows Server Enterprise Edition	2008	P72-03254	2008	P72-03254	
17	\$ 452.01	150	\$ 67,801.50	Windows Server Standard	2008	P73-04241	2008	P73-04241	
18	\$ 18.24	700	\$ 12,768.00	Windows Server CAL	2008	R18-02804	2008	R18-02804	

19	\$	360.82	10	\$	3,608.20	System Center Config. Manager Server Std (formerly SMS)	2007	J3A-00153	2007 R2	J3A-00395
20	\$	26.17	10	\$	261.70	System Center Config. Manager Client OML (formerly SMS)	2007	J5A-00160	2007 R2	J5A-00571
21	\$	97.54	10	\$	975.40	System Center Config. Manager Server Std. OML (formerly SMS)	2007	J6A-00111	2008 R2	J6A-00278
22	\$	268.03	10	\$	2,680.30	System Center Config. Manager Server Ent. OML (formerly SMS)	2007	J7A-00132	2007	J7A-00315
23	\$	361.61	10	\$	3,616.10	System Center Operations Manager Server (formerly MOM)	2007	UAR-00094	2007	UAR-00094
24	\$	20.62	10	\$	206.20	System Center Operations Manager Client OML (formerly MOM)	2007	9TX-00618	2007	9TX-00618
25	\$	98.33	10	\$	983.30	System Center Operations Manager Server Std. OML (formerly MOM)	2007	UAT-00021	2007	UAT-00021
26	\$	268.83	10	\$	2,688.30	System Center Operations Manager Server Ent. OML (formerly MOM)	2007	UAS-00021	2007	UAS-00021
27	\$	50.75	600	\$	30,450.00	Windows Terminal Services CAL	2008	TJA-00543	2008	TJA-00543
28	\$	116.57	30	\$	3,497.10	Windows Vista Upgrade	Vista	66J-00654	Vista	66J-00654
29	\$	940.50	75	\$	70,537.50	MSDN Premium w/ Visual Studio Pro	subscription	F1P-00101-3	subscription	F1P-00101
30	\$	372.71	10	\$	3,727.10	Technet Sub	subscription	Q99-00001-3	subscription	Q99-00001
31	\$	91.99	10	\$	919.90	Publisher	2007	164-04764	2007	164-04764
32	\$	2,788.19	10	\$	27,881.90	SharePoint Portal Server	2007	76P-00438	2007	76P-00438
33	\$	25,764.57	10	\$	257,645.70	SharePoint Server Internet Edition	2007	76Q-00094	2007	76Q-00094
34	\$	58.68	60	\$	3,520.80	SharePoint Server Standard CAL	2007	76M-00913	2007	76M-00913
35	\$	47.58	150	\$	7,137.00	SharePoint Server Enterprise CAL	2007	76N-02316	2007	76N-02316
36	\$	118.95	10	\$	1,189.50	SharePoint Designer	2007	79Q-00179	2007	79Q-00179
37	\$	14,882.23	9	\$	133,940.07	SQL Server ENT CPU-32 bit	2005	810-03291	2008	810-07541
38	\$	5,347.99	10	\$	53,479.90	SQL Server ENT-32 bit	2005	810-04745	2008	810-07612
39	\$	3,570.88	10	\$	35,708.80	SQL Server STD CPU-32 bit	2005	228-03132	2008	228-08649
40	\$	559.07	10	\$	5,590.70	SQL Server STD-32 bit	2005	228-04528	2008	228-08720

41	\$ 102.30	120	\$ 12,276.00	SQL CAL -32 bit	2005	359-01711	2008	359-05100
42	\$ 14,882.23	50	\$ 744,111.50	SQL Server ENT CPU-64 bit	2005	810-03668	2008	810-07541
43	\$ 5,347.99	80	\$ 427,839.20	SQL Server ENT-64 bit	2005	810-03774	2008	810-07612
44	\$ 3,570.88	150	\$ 535,632.00	SQL Server STD CPU-64 bit	2005	228-03301	2008	228-08649
45	\$ 559.07	150	\$ 83,860.50	SQL Server STD-64 bit	2005	228-04048	2008	228-08720
46	\$ 102.30	300	\$ 30,690.00	SQL CAL -64 bit	2005	359-01711	2008	359-05100

TOTAL \$ 3,639,592.32