



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

November 23, 2010

IBM Corporation
71 S. Wacker Drive
Chicago, IL 60606
Attn: Samuel Palmisano

Ref: Contract No: 10-41-157

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,

A handwritten signature in black ink that reads "Carmen K. Triche-Colvin".

Carmen K. Triche-Colvin
Purchasing Agent

CKTC/cm

Enclosure

Cc: Stephen Edmondson



CONTRACT FOR SERVICE
DOCUMENT NO. 10-41-157



PLANNING, IMPLEMENTATION AND MAINTENANCE, COUNTY WIDE BUSINESS
CONTINUITY PLAN AND DISASTER RECOVERY SERVICES

FOR

THE BUREAU OF TECHNOLOGY

WITH: INTERNATIONAL BUSINESS MACHINES CORPORATION

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

APPROVED BY BOARD OF
COOK COUNTY COMMISSIONERS

NOV 03 2010

COM _____

ISSUED BY THE
OFFICE OF THE PURCHASING AGENT

060101

REQ 00090011

0924

**Cook County Contract for
Countywide Business Continuity Plan and Disaster Recovery Services**

PART I

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 International Business Machines Corporation (hereinafter the "Contractor"), pursuant to authorization by the Cook County Board of Commissioners, as evidenced by the Board authorization letter attached hereto as Exhibit A, Board Authorization Letter.

WHEREAS, the County is responsible for procuring goods and services for the County's departments, agencies and elected officials, (hereinafter the "Using Department(s)"), which provide various services to the residents of Cook County, Illinois;

WHEREAS, the Using Departments require assistance in the planning, implementation and maintenance of: (1) a Countywide Business Continuity Plan (which are broken down into (a) "Consulting Services" and (b) "myCoop Services"; and (2) certain Disaster Recovery Services, hereinafter "Hot Site Services" (collectively, the "Services");

WHEREAS, the Contractor is able and willing to provide such Services upon the terms and conditions hereinafter provided;

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

I. INCORPORATION OF RECITALS

The above recitals are incorporated into this Contract as if fully set forth herein.

II. SERVICES; DELIVERABLES

Contractor shall provide the Services and any Deliverable Materials in accordance with Exhibit B, Description of Services (consisting of attachments B-1, B-2, B-3, B-4, and B-5), of this Contract.

III. CONTRACT PERIOD

This Contract shall be in effect for thirty-six (36) months after proper execution of the Contract documents by the County ("Effective Date"), notwithstanding the contract period set forth in Exhibit A, Board Authorization Letter.

IV. PAYMENT

Payment shall be made in accordance with the transaction documents in Exhibit B, except for the Base Fixed Monthly Charges, which shall be paid on an annual basis as provided in subsection (1), immediately below. The following tables summarize those charges as of the Effective Date:

(1) For Hot Site Services:

Supplement #	Base Fixed Monthly Charge
CFTB81F	\$ 10,625
CFTCGRF	2,525
CFTB8RF	5,720
CFTB82F	4,555
CFTCGSF	9,110
CFTCV9F	1,250
TOTAL MONTHLY	\$ 33,785

Base Fixed Monthly Charges shall be fixed and shall not exceed \$1,216,260.00 during the contract period. Each supplement identified in the above table contains additional itemized fixed charges for data recovery and disaster recovery exercises that will apply when, if and to the extent the County exercises the options to which to which those charges apply.

Base Fixed Monthly Charges shall be paid in three annual installments of \$405,420.00 which shall be due as follows:

- (i) Annual Installment 1 Payment Date: 90 calendar days after the Effective Date;
- (ii) Annual Installment 2 Payment Date: 12 months after Annual Installment 1 Payment Date;
- (iii) Annual Installment 3 Payment Date: 12 Months after Annual Installment 2 Payment Date.

(2) For MyCOOP services:

Date	Fixed Annual Charge
Effective Date	\$ 36,000
12 months after Effective Date	36,000
24 months after Effective Date	36,000
3-YEAR SUB-TOTAL	\$ 108,000

Services	32,000
Installation	5,000
3-YEAR TOTAL	\$ 145,000

For myCOOP software license: \$ 108,000.00 (payable to IBM on behalf of COOP Systems, Inc. according to the schedule above); and for myCOOP services and installation: \$37,000 (payable to IBM when the services are rendered).

(3) For Consulting Services, a fixed fee of \$752,900.00 payable pursuant to the schedule set forth in Section 7.0, Charges, of Exhibit B-4, Statement of Work for Consulting Services.

During the contract period, total Base Fixed Monthly Charges for Hot Site Services and Fixed Annual Charges for MyCOOP Services shall not exceed \$1,361,260.00. Together with the fixed fee for Consulting Services, the total charges under this Contract as of the Effective Date shall not exceed \$2,114,160.00, provided that the County Board appropriates sufficient funds as set forth in Section VII, Non-Appropriation, below.

Invoices in triplicate on County Invoice Form 29A shall be submitted by the Contractor to the Cook County Bureau of Administration when requesting payment. The County shall have the right to examine the books of the Contractor for the purpose of auditing the same with reference to all charges made to the County. In the event the Contractor receives payment under the Contract, reimbursement for which is later disallowed by the County because the payment was not in fact due under the terms of the Contract, the Contractor shall promptly refund the disallowed amount to the County on request, or at the County's option, the County may credit the amount disallowed from the next payment due or to become due to the Contractor under any contract with the County.

V. CONTRACT DOCUMENTS; ORDER OF PRECEDENCE

This Contract incorporates the following Documents, all of which collectively make up the Contract:

1. Part I;
2. Part II, General Conditions Supply/Service Sole Source;
3. Exhibit A, Board Authorization Letter;
4. Exhibit B, consisting of:
 - Exhibit B-1, IBM Customer Agreement ("ICA") and ICA Attachment for State and Local Government.
 - Exhibit B-2, ICA Attachment for Multivendor Information Technology Recovery Services.

Exhibit B-3, Supplements for Multivendor Information Technology Recovery Services.

Exhibit B-4, Statement of Work for Consulting Services.

Exhibit B-5, Statement of Work and Schedule for MyCOOP.

5. Addendum;
6. Economic Disclosure Statement.

The above referenced Documents are intended to be read as consistently as possible. However, in the event of conflict between or among them, the following order of precedence shall apply:

1. Part I;
2. Addendum;
3. Part II (General Conditions);
4. Exhibit B-1 (ICA);
5. Exhibits B-2, B-3, B-4 and B-5;
6. Economic Disclosure Statement.

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.

VI. NOTICES

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)

With a copy to:

Cook County Chief Information Officer
69 W. Washington Street, Suite 2700
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."

VII. NON-APPROPRIATION

This Contract is subject to County Board approval of appropriations for the purpose of this Contract. As of the Effective Date, the County Board has authorized the sum of \$1,000,000.00 as evidenced by the Board authorization letter attached hereto as Exhibit A, Board Authorization Letter.

In the event sufficient additional funds are not appropriated by the County Board, the Contract shall be cancelled without penalty to, or further payment being required by, the County. The County shall give Contractor notice of failure of funding as soon as practicable after the failure of funding occurs. The Contractor's and County's obligations to perform shall cease on the date stated in the notice to the Contractor of lack of appropriated funds; and the County's obligation under the Contract shall also be subject to immediate termination or cancellation at any time when there are not sufficient authorized funds lawfully available to the County to meet such obligation.

VIII. 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.

For the avoidance of doubt the parties agree that the Project Change Control Procedures set forth in Exhibits B-4 and B-5 of this Contract are specifically subject to this Section VIII, Modifications and Amendments.

EXHIBIT A
BOARD AUTHORIZATION LETTER

BOARD AGENDA

APPROVED AS AMENDED BY THE BOARD OF COOK COUNTY COMMISSIONERS JUN 01 2010

BUREAU OF TECHNOLOGY**PROPOSED CONTRACT**

Transmitting a Communication, dated May 11, 2010 from

R. STEVE EDMONSON, Chief Information Officer, Bureau of Technology

requesting authorization for the Purchasing Agent to enter into a contract and execute such agreements, addenda and other documents as may be necessary to accomplish the County's participation in the State of Illinois' contract with International Business Systems, Chicago, Illinois, for the planning, implementation and maintenance of a Countywide Business Continuity Plan and Disaster Recovery capabilities.

Reason: This request will be completed in accordance with the procedures established by the State of Illinois Disaster Recovery contract that allows municipalities, local government agencies and Counties to participate in Regional disaster recovery planning. This will allow all Cook County agencies and departments to utilize this Business Continuity Plan and Disaster Recovery capability.

Estimated Fiscal Impact: \$1,000,000.00. Contract period: June 1, 2010 through May 31, 2013. (~~717/009-579 Account~~) (715/009-441 Account). Requisition No. 00090011.

This ~~equipment project~~ was included in the ~~2009~~ 2010 Capital ~~Equipment~~ Improvement Program projects approved by the Cook County Board of Commissioners on June 2, 2009 November 19, 2009. (~~Item #408~~).

No lobbying contact was made for this item.

PART II
GENERAL CONDITIONS
SUPPLY/SERVICE SOLE SOURCE

**GENERAL CONDITIONS
SUPPLY/SERVICE
SOLE SOURCE**

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GC-01 SUBCONTRACTING OR ASSIGNMENT OF CONTRACT OR CONTRACT FUNDS

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

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

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

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

GC-02 PERSONNEL

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

GC-03 INSURANCE

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

GC-04 INSPECTION AND RESPONSIBILITY

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

GC-05 INDEMNIFICATION

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

GC-06 PAYMENT

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

GC-07 PREPAID FEES

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

GC-08 TAXES

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

GC-09 PRICE REDUCTION

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

GC-10 CONTRACTOR CREDITS

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

GC-11 DISPUTES

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

GC-12 DEFAULT

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

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

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

GC-13 COUNTY'S REMEDIES

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

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

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

GC-14 CONTRACTOR'S REMEDIES

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

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

GC-15 DELAYS

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

GC-16 MODIFICATIONS AND AMENDMENTS

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

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

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

GC-17 PATENTS, COPYRIGHTS AND LICENSES

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

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

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

GC-18 COMPLIANCE WITH THE LAWS

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

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

GC-19 MINORITY AND WOMEN BUSINESS ENTERPRISES
COOK COUNTY ORDINANCE DIVISION 6, SECTION 34-275 – 34-285

I. POLICY AND GOALS

- A. It is the policy of the County of Cook to prevent discrimination in the award of or participation in County contracts and to eliminate arbitrary barriers for participation, as both prime and subcontractors, in such contracts by local businesses certified as Minority Business Enterprises (MBE) and Women-owned Business Enterprises (WBE). In furtherance of this policy, the Cook County Board of Commissioners has adopted a Minority- and Women-owned Business Enterprise Ordinance (the "Ordinance") which establishes a "best efforts" goal of awarding not less than thirty-five (35%) of the annual total dollar amount of professional and consulting service contracts and sole source agreements to certified MBEs and WBEs.
- B. A contractor may achieve the contract MBE/WBE participation goals by its status as a MBE or WBE; by entering into a joint venture with one or more MBEs and/or WBEs; by subcontracting a portion of the work to one or more MBEs or WBEs; by entering into a Mentor-Protege Agreement with a MBE or WBE; by the indirect participation of MBEs or WBEs in other aspects of the contractor's business; or by a combination of the foregoing.
- C. A contractor's failure to carry out its MBE/WBE commitments in the course of a contractor's performance shall constitute a material breach of the contract, and if such breach is not appropriately cured, may result in the termination of the contract or such other remedy authorized by the Ordinance as the County deems appropriate.

II. REQUIRED SUBMITTALS

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

A. Affirmative Action Plan

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

B. Contractor's MBE/WBE Efforts Documentation

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

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

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

III. NON-COMPLIANCE

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

IV. REPORTING/RECORD-KEEPING REQUIREMENTS

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

V. EQUAL EMPLOYMENT OPPORTUNITY

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

GC-20 MATERIAL DATA SAFETY SHEET

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

GC-21 CONDUCT OF THE CONTRACTOR

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

GC-22 ACCIDENT REPORTS

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

GC-23 USE OF COUNTY PREMISES AND RESOURCES

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

GC-24 TERMINATION FOR CONVENIENCE AND SUSPENSION OF CONTRACT

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

GC-25 GENERAL NOTICE

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

TO THE COUNTY:

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

TO THE CONTRACTOR:

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

GC-26 GUARANTEES AND WARRANTIES

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

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

GC-27 STANDARD OF DELIVERABLES

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

GC-28 DELIVERY

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

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

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

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

GC-29 QUANTITIES

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

GC-30 CONTRACT INTERPRETATION

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

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

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

GC-31 CONFIDENTIALITY AND OWNERSHIP OF DOCUMENTS

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

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

GC-32 AUDIT; EXAMINATION OF RECORDS

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

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

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

GC-32 AUDIT; EXAMINATION OF RECORDS (CON'T.)

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

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

GC-33 GOVERNING LAW

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

GC-34 WAIVER

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

GC-35 ENTIRE CONTRACT

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

GC-36 FORCE MAJEURE OR UNAVOIDABLE DELAYS

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

GC-37 INDEPENDENT CONTRACTOR STATUS; NO THIRD PARTY BENEFICIARIES

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

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

GC-38 COOPERATION WITH INSPECTOR GENERAL

Persons or businesses seeking County contracts are required to abide by all of the applicable provisions of the Office of the Independent Inspector General Ordinance (Section 2-281 et. seq. of the Cook County Code of Ordinances). Failure to cooperate as required may result in monetary and/or other penalties.

Contractors, subcontractors, licensees, grantees or persons or businesses who have a County contract, grant, license, or certification of eligibility for County contracts shall abide by all of the applicable provisions of the Office of the Independent Inspector General Ordinance. Failure to cooperate as required may result in monetary and/or other penalties.

END OF SECTION

EXHIBIT B
(CONSISTING OF EXHIBITS B-1 THROUGH B-5)

EXHIBIT B-1

**IBM CUSTOMER AGREEMENT ("ICA") AND ICA ATTACHMENT FOR STATE AND
LOCAL GOVERNMENT**



Customer Agreement

Thank you for doing business with us. We strive to provide you with the highest quality Products and Services. If, at any time, you have any questions or problems, or are not completely satisfied, please let us know. Our goal is to do our best for you

This IBM Customer Agreement (called the "Agreement") covers business transactions you may do with us to purchase Machines, license Programs, and acquire Services.

This Agreement and its applicable Attachments and Transactions Documents* are the complete agreement regarding these transactions, and replace any prior oral or written communications between us. *

By signing below for our respective Enterprises, each of us agrees to the terms of this Agreement. Once signed, 1) any reproduction of this Agreement, an Attachment, or Transaction Document made by reliable means (for example, photocopy or facsimile) is considered an original and 2) all Products and Services you order under this Agreement are subject to it.

Agreed to: (Enterprise name)

Agreed to:
International Business Machines Corporation

By _____
Authorized signature

By _____
Authorized signature

Name (type of print):

Name (type or print):

Date:

Date:

Enterprise number:

Agreement number:

Enterprise address:

IBM Office address:

After signing, please return a copy of this Agreement to the local "IBM Office address" shown above.

IBM Customer Agreement

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IBM Customer Agreement

Part 1 - General

1.1 Definitions

Customer-set-up Machine is an IBM Machine that you install according to our instructions.

Date of Installation is the following:

1. for an IBM Machine —
 - a. the business day after the day we install it or, if you defer installation, make it available to you for installation, or
 - b. the second business day after the end of a Customer-set-up Machine's standard transit allowance period;
2. for a non-IBM Machine, the second business day after its arrival; and
3. for a Program, the latest of —
 - a. the day after its testing period ends,
 - b. 10 days after we ship it, or
 - c. the day, specified in a Transaction Document, on which we authorize you to make an Additional License Copy or a copy of a Program feature.

Designated Machine is the machine, that we require you to identify to us by type/model and serial number, on which you intend to use a Program for processing. When we specify that you do not have to provide this identification to us, the term "Designated Machine" means the single machine on which you may use the Program at any one time.

Enterprise is any legal entity (such as a corporation) and the subsidiaries it owns by more than 50 percent. The term "Enterprise" applies only to the portion of the enterprise located in the United States or Puerto Rico.

Machine is a machine, its features, conversions, upgrades, elements, or accessories, or any combination of them. The term "Machine" includes an IBM Machine and any non-IBM Machine (including other equipment) that we may provide to you.

Materials are literary works or other works of authorship (such as programs, program listings, programming tools, documentation, reports, drawings and similar works) that we may deliver to you. The term "Materials" does not include Programs or Licensed Internal Code.

Product is a Machine or a Program.

Program is the following, including features and any whole or partial copies:

1. machine-readable instructions;
2. a collection of machine-readable data, such as a data base; and
3. related licensed materials, including documentation and listings, in any form.

The term "Program" includes an IBM Program and any non-IBM Program that we may provide to you. The term does not include Licensed Internal Code or Materials.

Service is performance of a task, provision of advice and counsel, assistance, or use of a resource (such as access to an information data base) we make available to you.

Specifications is a document that provides information specific to a Product. For a Machine, we call the document "Official Published Specifications." For a Program, we call it "Licensed Program Specifications," or "License Information."

Specified Operating Environment is the Machines and Programs with which a Program is designed to operate, as described in the Program's Specifications.

1.2 Agreement Structure

Attachments

Some Products and Services have terms in addition to those we specify in this Agreement. We provide the additional terms in documents called "Attachments," which are also part of this Agreement. We make the Attachments available to you for signature.

Transaction Documents

For each business transaction, we will provide you with the appropriate "Transaction Documents" that confirm the specific details of the transaction. Some Transaction Documents require signature, and others do not. The following are examples of Transaction Documents that must be signed by both of us with examples of the information they may contain:

1. addenda (contract-period duration, start date, and total quantity); and
2. statements of work (scope of Services, responsibilities, deliverables, Completion Criteria, estimated schedule, and charges).

The following are examples of administrative, unsigned Transaction Documents with examples of the information they may contain:

1. exhibits (eligible Products by category);
2. invoices (item, quantity, price, and amount payable); and
3. supplements (Machine quantity and type ordered, price, estimated shipment date, and warranty period). Certain supplements may require signature if requested by either of us.

Conflicting Terms

If there is a conflict among the terms in the various documents, those of an Attachment prevail over those of this Agreement. The terms of a Transaction Document prevail over those of both of these documents.

Our Acceptance of Your Order

A Product or Service becomes subject to this Agreement when we accept your order. We accept your order by doing any of the following:

1. sending you a Transaction Document;
2. shipping the Product; or
3. providing the Service.

Your Acceptance of Additional Terms

You accept the additional terms in an Attachment or Transaction Document by doing any of the following:

1. signing the Attachment or Transaction Document;
2. using the Product or Service, or allowing others to do so; or
3. making any payment for the Product or Service.

1.3 Delivery

We will try to meet your delivery requirements for Products and Services you order, and will inform you of their status. Transportation charges, if applicable, will be specified in a Transaction Document.

1.4 Prices and Payment

The amount payable for a Product or Service will be based on one or more of the following types of charges:

1. one-time (for example, the price of a Machine);
2. recurring (for example, a periodic charge for Maintenance Services);
3. time and materials (for example, charges for Hourly Services); or
4. fixed price (for example, a specific amount agreed to between us for Project Support Services).

Depending on the particular Product, Service, or circumstance, additional charges may apply. We will inform you in advance whenever additional charges apply.

For a Product with a one-time charge, payment is due on its Date of Installation. Recurring charges for a Product begin on its Date of Installation. Payment for Services is due as we specify, either in advance, as the work progresses, or after the work is completed. You agree to pay amounts due for Products and Services, ~~including any late payment fees, as we specify~~
XXXXXXVOID.

If any authority imposes a duty, tax, levy, or fee, excluding those based on our net income, upon any transaction under this Agreement, then you agree to pay that amount as specified in the invoice or supply exemption documentation. You are responsible for personal property taxes for each Product from the date we ship it to you.

One-time and recurring charges may be based on measurements of actual or authorized use (for example, number of users or processor size for Programs and meter readings for Maintenance Services). You agree to promptly notify us and pay any applicable charges if you change the basis of measurement for usage based charges. Recurring charges will be adjusted accordingly. We do not give credits or refunds for charges already due or paid. In the event that we change the basis of measurement, the changes will be subject to our price change terms.

We may increase recurring charges for Products and Services (including hourly rates and minimums) by giving you three months' written notice. An increase applies on the first day of the applicable invoice period on or after the effective date we specify in the notice.

We may increase one-time charges without notice. However, an increase to one-time charges does not apply to you if 1) we receive your order before the announcement date of the increase and 2) one of the following occurs within three months after our receipt of your order:

1. we ship you the Product;
2. with our authorization, you make an Additional License Copy of a Program or a copy of a Distributed Feature; or
3. a Program's group-upgrade charge becomes due.

You receive the benefit of a decrease in charges for amounts which become due on or after the effective date of the decrease.

1.5 Types of Service for Machines

We provide certain types of repair and exchange service either at your location or at our service center to keep Machines in, or restore them to, good working order.

Under carry-in service, you may deliver the failing Machine or ship it suitably packaged (prepaid, unless we specify otherwise) to a location we designate. After we have repaired or exchanged the Machine, we will return it to you at our expense unless we specify otherwise.

Under on-site service, we may repair the failing Machine at your site or exchange it, at our discretion, depending on the nature of the failure.

When a type of service involves the exchange of a Machine or part, the item we replace becomes our property and the replacement becomes yours. You represent that all removed items are genuine and unaltered. The replacement may not be new, but will be in good working order and at least functionally equivalent to the item replaced. The replacement assumes the warranty and Maintenance Service status of the replaced item. Before we exchange a Machine or part, you agree to remove all features, parts, options, alterations, and attachments not under our service. You also agree to ensure that the item is free of any legal obligations or restrictions that prevent its exchange.

You agree to:

1. obtain authorization from the owner to have us service a Machine that you do not own; and
2. where applicable, before we provide service —
 - a. follow the problem determination, problem analysis, and service-request procedures that we provide,
 - b. secure all programs, data, and funds contained in a Machine, and
 - c. inform us of changes in a Machine's location.

1.6 Patents and Copyrights

For purposes of this Section, the term "Product" includes Materials (alone or in combination with Products we provide to you as a system) and Licensed Internal Code.

If a third party claims that a Product we provide to you infringes that party's patent or copyright, we will defend you against that claim at our expense and pay all costs, damages, and attorney's fees that a court finally awards, provided that you:

1. promptly notify us in writing of the claim; and
2. allow us to control, and cooperate with us in, the defense and any related settlement negotiations.

If such a claim is made or appears likely to be made, you agree to permit us to enable you to continue to use the Product, or to modify it, or replace it with one that is at least functionally equivalent. If we determine that none of these alternatives is reasonably available, you agree to return the Product to us on our written request. We will then give you a credit equal to your net book value for the Product, provided you have followed generally-accepted accounting principles.

This is our entire obligation to you regarding any claim of infringement.

Claims for Which We are Not Responsible

We have no obligation regarding any claim based on any of the following:

1. anything you provide which is incorporated into a Product;
2. your modification of a Product, or a Program's use in other than its Specified Operating Environment;
3. the combination, operation, or use of a Product with other Products not provided by us as a system, or the combination, operation, or use of a Product with any product, data, or apparatus that we did not provide; or
4. infringement by a non-IBM Product alone, as opposed to its combination with Products we provide to you as a system.

1.7 Limitation of Liability

Circumstances may arise where, because of a default on our part or other liability, you are entitled to recover damages from us. In each such instance, regardless of the basis on which you are entitled to claim damages from us (including fundamental breach, negligence, misrepresentation, or other contract or tort claim), we are liable only for:

1. payments referred to in our patents and copyrights terms described above;
2. damages for bodily injury (including death) and damage to real property and tangible personal property; and
3. the amount of any other actual direct damages or loss, up to ~~the greater of \$100,000 or~~ ^{JTZ} the charges (if recurring, 12 months' charges apply) for the Product or Service that is the subject of the claim. For purposes of this item, the term "Product" includes Materials and Licensed Internal Code.

This limit also applies to any of our subcontractors and Program developers. It is the maximum for which we and our subcontractors and Program developers are collectively responsible.

Items for Which We are Not Liable

Under no circumstances are we, our subcontractors, or Program developers liable for any of the following:

1. third-party claims against you for losses or damages (other than those under the first two items listed above);
2. loss of, or damage to, your records or data; or
3. special, incidental, or indirect damages or for any economic consequential damages (including lost profits or savings), even if we are informed of their possibility.

1.8 Mutual Responsibilities

Both of us agree that under this Agreement:

1. neither of us grants the other the right to use its trademarks, trade names, or other designations in any promotion or publication;
2. all information exchanged is nonconfidential. If either of us requires the exchange of confidential information, it will be made under a signed confidentiality agreement;
3. each is free to enter into similar agreements with others;
4. each grants the other only the licenses and rights specified. No other licenses or rights (including licenses or rights under patents) are granted;
5. each may communicate with the other by electronic means and such communication is acceptable as a signed writing. An identification code (called a "USERID") contained in an electronic document is legally sufficient to verify the sender's identity and the document's authenticity;
6. each will allow the other reasonable opportunity to comply before it claims that the other has not met its obligations;
7. neither of us will bring a legal action more than ~~two~~ ^{five} years after the cause of action arose; and
8. neither of us is responsible for failure to fulfill any obligations due to causes beyond its control.

1.9 Your Other Responsibilities

You agree:

1. not to assign, or otherwise transfer, this Agreement or your rights under it, delegate your obligations, or resell any Service, without prior written consent. Any attempt to do so is void;

2. to acquire Machines with the intent to use them within your Enterprise and not for reselling, leasing, or transferring to a third party, unless either of the following applies —
 - a. you are arranging lease-back financing for the Machines, or
 - b. you purchase them without any discount or allowance, and do not remarket them in competition with our authorized remarketers;
3. to allow us to install mandatory engineering changes (such as those required for safety) on IBM Machines. Any parts we remove become our property. You represent that you have the permission from the owner and any lien holders to transfer ownership and possession of removed parts to us;
4. that you are responsible for the results obtained from the use of the Products and Services; and
5. to provide us with sufficient, free, and safe access to your facilities for us to fulfill our obligations.

1.10 IBM Business Partners

We have signed agreements with certain organizations (called "IBM Business Partners") to promote, market, and support certain Products and Services. When you order our Products or Services (marketed to you by IBM Business Partners) under this Agreement, we confirm that we are responsible for providing the Products or Services to you under the warranties and other terms of this Agreement. We are not responsible for 1) the actions of IBM Business Partners, 2) any additional obligations they have to you, or 3) any products or services that they supply to you under their agreements.

1.11 Changes to the Agreement Terms

In order to maintain flexibility in our Products and Services, we may change the terms of this Agreement by giving you three months' written notice. However, these changes are not retroactive. They apply, as of the effective date we specify in the notice, only to new orders (those we receive on or after the date of the notice) and to on-going transactions, such as licenses and Services.

Otherwise, for a change to be valid, both of us must sign it. Additional or different terms in any order or written communication from you are void.

1.12 Agreement Termination

You may terminate this Agreement on written notice to us following the expiration or termination of your obligations.

Either of us may terminate this Agreement if the other does not comply with any of its terms, provided the one who is not complying is given written notice and reasonable time to comply.

Any terms of this Agreement which by their nature extend beyond its termination remain in effect until fulfilled, and apply to respective successors and assignees.

1.13 Geographic Scope

All your rights, all our obligations, and all licenses (except for Licensed Internal Code and as specifically granted) are valid only in the United States and Puerto Rico.

1.14 Governing Law

The laws of the State of ~~New York~~ ^{Illinois} govern this Agreement. *JTL*

IBM Customer Agreement

Part 2 - Warranties

2.1 The IBM Warranties

Warranty for IBM Machines

For each IBM Machine, we warrant that it:

1. is free from defects in materials and workmanship; and
2. conforms to its Specifications.

The warranty period for a Machine is a specified, fixed period commencing on its Date of Installation.

During the warranty period, we provide warranty service under the type of service we designate for the Machine or under the alternative service you select under Maintenance Services.

For us to provide warranty service for a feature, conversion, or upgrade, we require that the Machine on which it is installed be 1) for certain Machines, the designated, serial-numbered Machine and 2) at an engineering-change level compatible with the feature, conversion, or upgrade.

During the warranty period, we manage and install engineering changes that apply to the Machine.

If a Machine does not function as warranted during the warranty period, we will repair it or replace it with one that is at least functionally equivalent, without charge. If we are unable to do so, you may return it to us and we will refund your money.

Warranty for IBM Programs

For each warranted IBM Program, we warrant that when it is used in the Specified Operating Environment, it will conform to its Specifications.

The warranty period for a Program commences on its Date of Installation and expires when its Program Services are no longer available.

During the warranty period, we provide warranty service, without charge, for a Program through Program Services. Program Services are available for a warranted Program for at least one year following its general availability. Therefore, the duration of warranty service depends on when you obtain your license.

If a Program does not function as warranted during the first year after you obtain your license and we are unable to make it do so, you may return the Program to us and we will refund your money. To be eligible, you must have acquired the Program while Program Services (regardless of the remaining duration) were available for it.

Warranty for IBM Services

For each IBM Service, we warrant that we perform it:

1. in a workmanlike manner; and
2. according to its current description (including any Completion Criteria) contained in this Agreement, an Attachment, or a Transaction Document.

Warranty for Systems

Where we provide Products to you as a system, we warrant that they are compatible and will operate with one another. This warranty is in addition to our other applicable warranties.

2.2 Extent of Warranty

If a Machine is subject to federal or state consumer warranty laws, our statement of limited warranty included with the Machine applies in place of these Machine warranties.

The warranties may be voided by misuse, accident, modification, unsuitable physical or operating environment, operation in other than the Specified Operating Environment, improper maintenance by you, removal or alteration of Product or parts identification labels, or failure caused by a product for which we are not responsible.

THESE WARRANTIES REPLACE ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

2.3 Items Not Covered by Warranty

We do not warrant uninterrupted or error-free operation of a Product or Service.

We will identify IBM Products that we do not warrant.

Unless we specify otherwise, we provide Materials, non-IBM Products, and non-IBM Services on an "AS IS" basis. However, non-IBM manufacturers, suppliers, or publishers may provide their own warranties to you.

IBM Customer Agreement

Part 3 - Machines

3.1 Title and Risk of Loss

When we accept your order, we agree to sell you the Machine described in a Transaction Document. We transfer title to you or, if you choose, your lessor when we ship the Machine. However, we reserve a purchase money security interest in the Machine until we receive the amounts due. For a feature, conversion, or upgrade involving the removal of parts which become our property, we reserve the security interest until we receive the amounts due and the removed parts. You agree to sign an appropriate document to permit us to perfect our purchase money security interest.

We bear the risk of loss for the Machine through its Date of Installation. Thereafter, you assume the risk.

3.2 Production Status

Each IBM Machine is manufactured from new parts, or new and used parts. In some cases, the Machine may not be new and may have been previously installed. Regardless of the Machine's production status, our warranty terms apply.

3.3 Installation

For the Machine to function properly, it must be installed in a suitable physical environment. You agree to provide an environment meeting our specified requirements for the Machine.

We have standard installation procedures. We will successfully complete these procedures before we consider an IBM Machine (other than a Customer-set-up Machine) installed.

You are responsible for installing a Customer-set-up Machine (we provide instructions to enable you to do so) and a non-IBM Machine.

Machine Features, Conversions, and Upgrades

We sell features, conversions, and upgrades for installation on Machines, and, in certain instances, only for installation on a designated, serial-numbered Machine. Many of these transactions involve the removal of parts and their return to us. As applicable, you represent that you have the permission from the owner and any lien holders to 1) install features, conversions, and upgrades and 2) transfer ownership and possession of removed parts (which become our property) to us. You further represent that all removed parts are genuine and unaltered. A part that replaces a removed part will assume the warranty and Maintenance Service status of the replaced part.

You agree to allow us to install the feature, conversion, or upgrade within 30 days of its delivery. Otherwise, we may terminate the transaction and you must return the feature, conversion, or upgrade to us at your expense.

3.4 Licensed Internal Code

Certain Machines we specify (called "Specific Machines") use Licensed Internal Code (called "Code"). We own copyrights in Code. We own all copies of Code, including all copies made from them.

We will identify each Specific Machine in a Transaction Document. If you are the rightful possessor of a Specific Machine, we grant you a license to use the Code (or any replacement

we provide) on, or in conjunction with, only the Specific Machine, designated by serial number, for which the Code is provided. We license the Code to only one rightful possessor at a time.

Under each license, we authorize you to do only the following:

1. execute the Code to enable the Specific Machine to function according to its Specifications;
2. make a backup or archival copy of the Code (unless we make one available for your use), provided you reproduce the copyright notice and any other legend of ownership on the copy. You may use the copy only to replace the original, when necessary; and
3. execute and display the Code as necessary to maintain the Specific Machine.

You agree to acquire any replacement for, or additional copy of, Code directly from us in accordance with our standard policies and practices. You also agree to use that Code under these terms.

You may transfer possession of the Code to another party only with the transfer of the Specific Machine. If you do so, you must 1) destroy all your copies of the Code that were not provided by us, 2) either give the other party all your IBM-provided copies of the Code or destroy them, and 3) notify the other party of these terms. We license the other party when it accepts these terms by initial use of the Code. These terms apply to all Code you acquire from any source.

Your license terminates when you no longer rightfully possess the Specific Machine.

Actions You May Not Take

You agree to use the Code only as authorized above. You may not do, for example, any of the following:

1. otherwise copy, display, transfer, adapt, modify, or distribute the Code (electronically or otherwise), except as we may authorize in the Specific Machine's Specifications or in writing to you;
2. reverse assemble, reverse compile, or otherwise translate the Code unless expressly permitted by applicable law without the possibility of contractual waiver;
3. sublicense or assign the license for the Code; or
4. lease the Code or any copy of it.

IBM Customer Agreement

Part 4 - Programs

4.1 License

When we accept your order, we grant you a non-exclusive license for the Program. Programs are copyrighted and licensed (not sold).

4.2 License Details

Under each license, we authorize you to:

1. use the Program's machine-readable portion on only the Designated Machine or, if it is inoperable, a backup Machine. If the Designated Machine cannot assemble or compile the Program, you may assemble or compile it on another Machine.

If a Program is stored on a network server solely for the purpose of being distributed to other Machines, it is not considered to be in use.

Certain Programs IBM designates for home or travel use may be stored on the Designated Machine and another Machine, provided the Program is not in active use on both Machines at the same time.

If you change the Designated Machine previously identified to us, you agree to notify us of the change and its date;

2. make and store copies of a Program, managed by a license management tool, on Designated Machines under control of that tool, but your use may not exceed the total number of users or amount of resource authorized;
3. do the following to support your authorized use as described above —
 - a. make copies of the Program, provided you reproduce copyright notices and any other legends of ownership on each copy or partial copy, and
 - b. merge the Program into another Program; and
4. use any portion of the Program we 1) provide in source form, or 2) mark restricted (for example, "Restricted Materials of IBM") only to —
 - a. resolve problems related to the use of the Program, and
 - b. modify the Program so that it will work together with other products.

You agree to comply with any additional terms (such as usage restrictions) we may place on a Program. We identify these in the Program's Specifications or in a Transaction Document.

Actions You May Not Take

You agree not to do any of the following:

1. sublicense, assign, or transfer (unless we specify otherwise in the Program Specifications) the license for any Program;
2. distribute any Program to any third party; or
3. reverse assemble, reverse compile, or otherwise translate any Program.

4.3 Program Features Not Used on the Designated Machine

Some Programs have features that are designed for use on Machines other than the Designated Machine on which the Program is used. You may make copies of a feature and its documentation in support of your authorized use of the Program. Persons using a Machine outside of your Enterprise may use the copy only to access the associated Program. You agree to pay us for each copy you make of any feature we refer to as a "Distributed Feature."

4.4 Additional License Copies

You may order additional licenses for Programs. If you prefer, for each license we grant, rather than shipping you another copy of the Program, we will authorize you to make an additional copy (called an "Additional License Copy").

For some Programs, you may make a copy under a Distributed System License Option (called a "DSLO" license). We charge less for a DSLO license than we do for the original license (called the "Basic" license). In return for the lesser charge, you agree to do the following while licensed under a DSLO:

1. have a Basic license for the Program;
2. provide problem documentation and receive Program Services (if any) only through the location of the Basic license; and
3. distribute to, and install on, the DSLO's Designated Machine, any release, correction, or bypass that we provide for the Basic license.

4.5 Program Testing

We provide a testing period for certain Programs to help you evaluate if they meet your needs. If we offer a testing period, it will start 1) 10 days after we ship the Program or 2) on the day we authorize you to make an Additional License Copy. We will inform you of the duration of the Program's testing period.

If you terminate your license during this period, we will credit you with any charges you may have paid for the Program.

For the first order of each Distributed Feature, the testing period is the same as its associated Program.

We do not provide a testing period for a Program under a DSLO license.

4.6 Packaged Programs

We provide certain Programs together with their own license agreements. These Programs are licensed under the terms of the agreements provided with them.

4.7 Program Protection

For each Program, you agree to:

1. ensure that anyone who uses it (accessed either locally or remotely) does so only for your authorized use and complies with our terms regarding Programs;
2. maintain a record of all copies; and
3. if it is a licensed data base containing information we provide to you, allow access to the information contained in it only to your employees, agents, or subcontractors, and only in support of their work for you.

4.8 Program Services

We provide Program Services for warranted Programs and for selected other Programs. If we can reproduce your reported problem in the Specified Operating Environment, we will issue defect correction information, a restriction, or a bypass. We provide Program Services for only the unmodified portion of a current release of a Program.

We provide Program Services 1) on an on-going basis (with at least six months' written notice before we terminate services for a Program), 2) until the date we specify, or 3) for a period we specify.

4.9 License Termination

You may terminate the license for a Program on one month's written notice or at any time during the Program's testing period.

Licenses for certain replacement Programs may be acquired for an upgrade charge. In this event, when you license these Programs, you agree to terminate the license of the replaced Program.

We may terminate any license we grant you under the terms of this Part if you do not meet your obligations regarding Programs.

You agree to destroy all copies of the Program after license termination. However, you may keep a copy in your archives.

Part 5 - Services

5.1 Maintenance Services

We will restore the Machine to good working order or exchange it, based on the type of service you select from those available for the Machine. We may also perform preventive maintenance. We manage and install engineering changes that apply to IBM Machines. We provide Maintenance Services for selected non-IBM Machines.

We will inform you of the date on which Maintenance Services begin. We may inspect the Machine within one month following that date. If the Machine is not in an acceptable condition for service, you may have us restore it for a charge. Alternatively, you may withdraw your request for Maintenance Services. However, you will be charged for any Maintenance Services which we have performed at your request.

For a Machine under a usage plan, you agree to provide us with the meter reading as of the last working day of the period that the minimum maintenance charge covers.

Maintenance Services do not cover accessories, supply items, and certain parts, such as batteries, frames, and covers. In addition, Maintenance Services do not cover service of a Machine damaged by misuse, accident, modification, unsuitable physical or operating environment, improper maintenance by you, removal or alteration of Machine or parts identification labels, or failure caused by a product for which we are not responsible. Unless otherwise agreed, Maintenance Services do not cover service of Machine alterations.

Alternative Service During Warranty

For certain Machines, you may choose alternative warranty service. We provide the alternative type of service for an additional charge. When the alternative service ends, we will continue Maintenance Services for the Machine under the same type of service you selected.

Maintenance Services Termination

You may terminate Maintenance Services for a Machine on one month's written notice to us under any of the following circumstances:

1. after it has been under Maintenance Services for at least six months;
2. if you permanently remove it from productive use within your Enterprise;
3. as of the effective date of an increase in Maintenance Services charges; or
4. if you terminate coverage for a Machine also covered by a Maintenance Service Option because we 1) remove a Machine type from eligibility or 2) increase total adjusted charges for Maintenance Services.

We may terminate Maintenance Services for a Machine on three months' written notice, provided it has been under Maintenance Services for at least one year.

Either of us may terminate service for any Machine if the other does not meet its obligations concerning Maintenance Services. On termination of service for a Machine, we will give you any applicable credit.

Maintenance Service Options

We provide Maintenance Service Options for certain Machines. We provide the terms specific to an Option in an Attachment or Statement of Work. We will inform you periodically of any changes. We will defer an unfavorable change (and all changes related to it) until the next anniversary of the start of your contract period, if you request it in writing before the effective date of the change.

5.2 Continuing Support Services

We provide Continuing Support Services on a contract-period basis to assist you in improving the availability of your systems. We provide the terms specific to a Service in an Attachment or Statement of Work. If we make a change to the terms that 1) affects your current contract period and 2) you consider unfavorable, on your request, we will defer it until the next anniversary of the start of the contract period.

Each of us agrees to notify the other (before your current contract period expires) if they do not intend to renew.

Continuing Support Services Termination

You may terminate a Continuing Support Service by providing us one month's written notice upon fulfillment of any minimum commitments.

The termination of Services with contract periods longer than one year results in adjustment charges. In this case, you agree to pay the lesser of:

1. the difference between the total charges you paid through the termination date and those you would have paid for the same period of time at the charge level of the next shorter contract period;
2. the monthly charge multiplied by the applicable adjustment charge factor; or
3. the total charges remaining to complete the contract period.

When an increase results in a change to your total monthly charge for a Service of more than the adjustment charge we specify, you may terminate that Service on the effective date of the increase. Adjustment or termination charges do not apply in this case.

5.3 Project Support Services

Following are examples of Project Support Services we make available to you:

1. Consulting Services, such as reengineering business processes, linking business and technology strategies, improving manufacturing processes, and enhancing application development and information processing capabilities. We are responsible for managing the engagement;
2. Custom Services, such as managing and performing project tasks to deliver Materials or acting as a prime contractor to deliver an integrated system that may consist of a combination of Products, Services, Materials, and other items. We are responsible for managing the project, unless specified otherwise in the Statement of Work; and
3. Hourly Services, such as assisting on a technical task. You are responsible for managing the project and for any results achieved. The Statement of Work will specify the hourly rate and estimated number of hours. The estimate is not a fixed-price commitment.
Charges = (actual hours x rate) + expenses.

Hourly Services end when the first of the following occurs: 1) you advise us, in writing, that further Services are not required, 2) we provide the specified number of hours, or 3) the estimated end date expires. You may authorize, in writing, additional hours or extension of the end date.

Project Support Services Termination

Either of us may terminate a project on written notice to the other if the other does not meet its obligations concerning the Statement of Work. Upon termination, we will stop our work in an orderly manner as soon as practical.

You agree to pay us for all Services we provide and any Materials we deliver through the project's termination, and any charges we incur in terminating subcontracts.

J.T.L.

5.4 The Statement of Work

A separate Statement of Work will be signed by both of us for each Services transaction not covered by another Transaction Document. When we accept your order, we agree to provide the Services described in the Statement of Work.

The Statement of Work includes, for example:

1. our respective responsibilities;
2. the specific conditions (called the "Completion Criteria"), if any, that we are required to meet to fulfill our obligations;
3. a contract period for Maintenance and Continuing Support Services and an estimated schedule for Project Support Services that we provide for planning purposes; and
4. applicable charges (not including taxes) and any other terms.

If a Statement of Work contains an estimated schedule, each of us agrees to make reasonable efforts to carry out our respective responsibilities according to that schedule. If the Statement of Work contains Completion Criteria, we will inform you when we meet each of them. You then have 10 days to inform us if you believe that we have not met those criteria. The project is complete when we meet the Completion Criteria.

Changes to Statements of Work

When both of us agree to change a Statement of Work other than as permitted in the Maintenance Service Options and Continuing Support Services Sections of this Agreement, we will prepare a written description of the agreed change (called a "Change Authorization"), which both of us must sign. The terms of a Change Authorization prevail over those of the Statement of Work and any of its previous Change Authorizations.

Any change in the Statement of Work may affect the charges, estimated schedule, or other terms. Depending on the extent and complexity of the requested changes, we may charge for our effort required to analyze it. When charges are necessary, we will give you a written estimate and begin the analysis only on your written authorization.

Personnel

Each of us will:

1. designate a coordinator who will represent each of us, respectively, in all matters concerning Project Support Services and other Services where applicable; and
2. be responsible for the supervision, direction, and control of our respective personnel.

We will try to honor your requests regarding the assignment of our personnel to your project. However, we reserve the right to determine the assignment of our personnel.

We may subcontract a Service, or any part of it, we provide to you, to subcontractors selected by us.

5.5 Materials Ownership and License

We will specify Materials to be delivered to you. We will identify them as being "Type I Materials," "Type II Materials," or otherwise as we both agree. If not specified, Materials will be considered Type II Materials.

Type I Materials are those, created during the Service performance period, in which you will have all right, title, and interest (including ownership of copyright). We will retain one copy of the Materials. You grant us 1) an irrevocable, nonexclusive, worldwide, paid-up license to use, execute, reproduce, display, perform, distribute (internally and externally) copies of, and prepare derivative works based on Type I Materials and 2) the right to authorize others to do any of the former.

Type II Materials are those, created during the Service performance period or otherwise (such as those that preexist the Service), in which we or third parties have all right, title, and interest (including ownership of copyright). We will deliver one copy of the specified Materials to you. We grant you an irrevocable, nonexclusive, worldwide, paid-up license to use, execute, reproduce, display, perform, and distribute, within your Enterprise only, copies of Type II Materials.

Each of us agrees to reproduce the copyright notice and any other legend of ownership on any copies made under the licenses granted in this Section.

IBM Customer Agreement

Attachment for State and Local Government

These terms are in addition to those in the IBM Customer Agreement and any other applicable Attachments and Transaction Documents (or any equivalent agreement signed by both of us), and are available to you as a qualified State and Local Government customer. You accept these terms by signing the Signature Page for Attachments or by using, or making any payment for, the Product or Service.

1. Price Changes

We apply an increase in recurring charges on the first day of the applicable invoice period:

1. on or after the effective date specified in the notice; or
2. in your fiscal year immediately following the fiscal year in which the notice is given;

whichever is later.

We do not apply an increase in one-time charges to an order we receive from you before the announcement date of the increase if

1. we ship the Product no later than its estimated shipment date in effect at the time of the announcement or
2. you make an Additional License Copy of a Program or a copy of a Distributed Feature on the date you are authorized to make the copy.

2. Services and Options

You may terminate Services or Options, or withdraw eligible Machines from maintenance Services, immediately prior to the start of any fiscal year for which funds have not been appropriated. You agree to request such funds from the applicable legislative body. Termination and adjustment charges will not apply.

Upon your request, we will defer an unfavorable change to Service or Option terms until the end of your current fiscal year. You agree to make this request in writing before the effective date of the change.

3. Governing Law

The laws of your State govern this Agreement.

EXHIBIT B-2

**ICA ATTACHMENT FOR MULTIVENDOR INFORMATION TECHNOLOGY
RECOVERY SERVICES**



IBM Customer Agreement

Attachment for Multivendor Information Technology Recovery Services

The terms of this IBM Customer Agreement Attachment for Multivendor Information Technology Recovery Services ("Attachment") are in addition to those of the Cook County Contract for Countywide Business Continuity Plan and Disaster Recovery Services ("Contract") and the IBM Customer Agreement ("Agreement") contained therein.

IBM provides Multivendor Information Technology Recovery Services ("Services") to assist you in preparing for and responding to an Outage Emergency at a Covered Address. As part of these Services, IBM provides equipment and software, support services, telecommunications services, and a facility, in combinations you select, to assist you in your performance of your critical business and information processing activities in the event of an Outage Emergency.

1. Definitions

Configuration – means the equipment, software, workspace, and telecommunications services, so designated in a Supplement. What IBM provides may not be identical to the Configuration, however, it will be compatible with, and will offer capacity and functionality equivalent to or greater than that of the Configuration.

Covered Address – means a location where information processing is performed by or for you, and is identified in a Supplement. This address may represent your facility in a single building, or a physical campus.

Outage Emergency – means any unplanned interruption of your critical business and information processing at a Covered Address, resulting from causes beyond your control, that significantly impairs your ability to operate your business.

Recovery Site – means IBM provided facilities used for Recovery Exercises and your recovery. When applicable, IBM will designate in the Supplement a Primary Recovery Site which, if available, is the site we intend you to use.

2. IBM Responsibilities

Acceptance of Subscription and Supplement

IBM accepts your order for Services ("Subscription") by issuing a Supplement for the Configuration. The initial Supplements for the Configuration are attached to the Contract.

If the initial Supplement for a Configuration includes equipment not currently available at the Primary Recovery Site, and IBM cannot provide compatible equipment of equivalent or greater capacity and functionality, IBM will initiate its acquisition process for such equipment immediately following both parties execution of the Contract. If such equipment is not yet installed when you declare an Outage Emergency, IBM will use reasonable efforts to provide alternate equipment of equivalent or greater capacity, or the Configuration, at another facility.

A request to change any detail of a Supplement requires one (1) month's written notice. If IBM agrees, IBM will confirm the change by sending you, for your acceptance, a revised Supplement specifying the effective date of the change and the adjusted charge. IBM will not unreasonably withhold its agreement. A revised Supplement must be accepted by both parties, pursuant to a written amendment to the Contract, to constitute acceptance of that Supplement.

Recovery Exercise Time

IBM provides time you request for you to exercise your recovery plan, procedures and operation ("Recovery Exercise", "Exercise"). For each Recovery Exercise, IBM makes the Configuration available to you in contiguous four-hour blocks, scheduled as we mutually agree. You may schedule the number of hours and Exercises as specified in the Supplement (collectively called "Recovery Exercise Allowance"). You agree that IBM may reschedule your Exercise to serve another customer who has declared an Outage Emergency. If you request additional hours or additional Exercises, beyond your annual Recovery Exercise Allowance, IBM will provide it on an "as available" basis for a charge that is specified in the Supplement.

Recovery

When you notify IBM that you are experiencing an Outage Emergency by calling the toll-free number IBM provides ("Declare"), IBM will begin to prepare, without delay, Recovery Site facilities for your use. You may have immediate access to the Recovery Site IBM makes available to you. IBM will use reasonable efforts to provide the Configuration as soon as you are ready to use it and will provide it no later than twenty-four (24) hours after you Declare.

IBM will provide the Configuration for your use at the Recovery Site for a maximum of six (6) consecutive weeks after you Declare. You will have priority access to the Configuration over any customer, except one who has Declared before you.

Technical and Operational Support for Recovery and Recovery Exercise

IBM provides a single point of contact who will coordinate support activities prior to, during, and following an "Event" (an Exercise or your recovery). Prior to an Event, IBM will assist in planning and preparation as described in documentation IBM will provide. IBM will create connectivity descriptions and, where applicable, a document that defines how the equipment in your Configuration is mapped to the equipment IBM provides. Prior to the Event, IBM will set up and check out physical connectivity of the equipment to verify that what IBM provides is connected as set forth in the documentation. During an Event, personnel on-site and on-call will assist with problem determination related to the hardware and software IBM provides with the Configuration, and IBM will track issues and problems related to IBM's provision of services during the Event. Following an Event, IBM will participate in a review, at your request. For an Exercise as well as your recovery, a contact person IBM provides will be on-site or on-call twenty-four (24) hours per day from the time you Declare or begin your Exercise until the Event ends.

IBM will provide a work area, as specified in a Supplement, for your use.

Product Removal

IBM will give you six (6) months' written notice of its intent to no longer provide an item in your Configuration and also not provide a compatible substitute item that offers equal or greater capacity and functionality. In such circumstance, you may terminate the applicable Supplement, upon 45 days written notice to IBM.

3. Your Responsibilities

You agree to:

- a. Notify IBM that you are declaring an Outage Emergency by calling the toll-free number IBM provides;
- b. be responsible for determining, on a continuing basis, whether the Configurations specified in the Supplements in effect between you and IBM are sufficient for you to meet your requirements for continuing your business and information processing activities in response to an Outage Emergency at each Covered Address;
- c. be responsible for providing during an Event any equipment, software, workspace, and/or telecommunications services you need that is not included in the Configurations specified in the Supplements in effect between you and IBM;
- d. supply all personnel and appropriately licensed software necessary for an Event, unless otherwise specified in a Supplement;
- e. maintain your system software and operating system(s) that you intend to use for an Event, at a release level for which the manufacturer then currently provides support. Your ability to make use of the Configuration IBM provides may be dependent on your fulfillment of this responsibility;
- f. furnish supplies, materials, and storage media necessary for your Event;
- g. follow procedures and instructions, including those for safety and security, IBM provides you for: (a) scheduling and preparation for Recovery Exercises, (b) an Event, and (c) use of the Recovery Site; and,
- h. remove your data and software from the Configuration following an Event.

4. Contract Period

For supplements issued after the Effective Date of this Contract (as defined in Part I), the Start Date and End Date of each supplement are set forth in the Supplement.

5. Charges

Total Monthly Charge

You agree to pay the Total Monthly Charge, specified in a Supplement, for each month of a Contract Period.

Recovery Charges

In addition to the Total Monthly Charge, you agree to pay an Initial Recovery Charge and a Daily Recovery Charge specified in a Supplement. The Initial Recovery Charge is incurred when IBM confirms to you that IBM has scheduled a Recovery Site for your use in response to your declaration of an Outage Emergency. For this charge, IBM makes the Configuration available to you for up to the number of days specified in a Supplement. Thereafter, for each day, or part thereof, that IBM provides you the Configuration, the Daily Recovery Charge applies.

Additional Charges

You agree to pay:

- a. any associated charges for telecommunications services you select;
- b. charges for additional hours and Exercises you schedule beyond the annual Recovery Exercise Allowance specified in the Supplement;
- c. charges for operational and technical assistance beyond that described in this Attachment and the applicable Supplement, that IBM agrees to provide during an Event, in response to your written request; and,
- d. charges for miscellaneous expenses you incur while at a Recovery Site, for use of items such as supplies, materials, storage media or for use of office equipment, telephone and facsimile.

6. Limitation of Liability

If IBM is unable to provide you recovery services as described in the subsection "Recovery" above, and you elect not to accept such services when IBM can provide them, IBM will pay you an amount equal to the Total Monthly Charges you paid under the applicable Supplement for the preceding twelve (12) months. This is your exclusive remedy for failure to provide you such recovery services.

In any other circumstance in which, because of a default on IBM's part or other liability, you are entitled to claim damages from IBM, the terms of the Contract apply.

7. Other Terms

IBM will follow reasonable security practices and procedures to protect your physical assets while they are in Recovery Sites. Such protection includes providing security at the Recovery Site that allows access only to those persons authorized either by IBM or by you and IBM. This security will be in place twenty-four (24) hours a day, seven (7) days a week.

You agree to allow IBM and its subsidiaries to store and use your contact information, including names, phone numbers, and e-mail addresses, anywhere IBM and its subsidiaries do business. Such information will be processed and used in connection with the business relationship between you and IBM, and may be provided to contractors, Business Partners, and assignees of IBM and its subsidiaries, but only for uses consistent with their collective business activities under this Contract.

7.1 iSeries and AS/400 System Restore Services

The iSeries and AS/400 System Restore Services IBM provides you are for activities which you are responsible to perform as part of your Multivendor Information Technology Recovery Services Subscription, but which IBM, by this subsection, agrees to perform for a charge. Specifically, iSeries and AS/400 System Restore Services provides for the loading of part, or all, of your iSeries or AS/400 software required to "restore" a system image on the Configuration for use during an Event. Each system image restoration will be performed using one IBM tape drive per system image restoration.

For the Subscription(s) identified as subscribing to iSeries and AS/400 System Restore Services,

- a. for the number of system images and the number of Scheduled Exercises during each Contract Period year specified in the Addendum for iSeries and AS/400 System Restore Services, and

- b. at your request, and for an additional and separate charge for each system image restored:
 - (1) in addition to the number of system images specified in the Addendum for iSeries and AS/400 System Restore Services for any of the Scheduled Exercises specified therein;
 - (2) in each Exercise scheduled in addition to the specified number of Scheduled Exercises per Contract Period year; or
 - (3) during Recovery following your declaration of an Outage Emergency.

IBM will perform iSeries and AS/400 System Restore Services provided that:

- c. the system image provided to IBM for restore was created through the OS/400 Save Menu "Option 21", equivalent OS/400 commands as the OS/400 Save Menu "Option 21", or the OS/400 Backup Recovery and Media Services (BRMS) program;
- d. the backup media from which IBM is to load are clearly labeled and/or marked with unique volume identifiers;
- e. you will, at least 24 hours prior to the start of a scheduled Exercise, or, at the earliest feasible time following your declaration of an Outage Emergency:
 - (1) provide IBM with a written set of detailed restore instructions on which IBM may rely in IBM's performance of the Services. For system images created through the BRMS program, you agree to provide IBM a copy of the BRMS Recovery Analysis "Recovering your Entire System" report associated with the restore media provided;
 - (2) deliver, or provide for the delivery of, all required computer media to the Recovery Site; and
 - (3) provide IBM with the name of your representative, who will be available to IBM by telephone to provide IBM information and/or assistance when needed during IBM's performance of such Services.

You understand and acknowledge that restoring daily saves, individually saved libraries, saved spool files, the applying of journals, and/or system information verification by IBM is not part of the Services.

IBM's performance of these services shall start at the start of the Recovery Exercise Time scheduled for an Exercise, or no later than twenty-four (24) hours following your Declaration of an Outage Emergency. However, you understand and acknowledge that, for IBM's convenience, IBM may choose to perform such Services prior to your scheduled start time for an Event.

You understand that whether IBM is able to perform iSeries and AS/400 System Restore Services, and whether you are able to perform successful exercise or recovery activities during an Event using these Services each depend on many factors that may include, but are not limited to, the following:

- a. your having conducted one or more prior successful Exercise(s),
- b. the accuracy, readability and transferability of the data recorded on the backup media you provide IBM,
- c. the release and PTF level of your operating system,
- d. the inclusion of additional copies of your recorded backup media for IBM to use in the event any of the primary media you provide IBM are not usable, or are faulty, and
- e. the effectiveness and clarity of the unique instructions and/or procedures you furnish IBM for IBM's use in the performance of such Services.

In an Addendum for iSeries and AS/400 System Restore Services IBM will specify the number of both the Scheduled Exercises per Contract Period year and the system images to be restored per Exercise for which iSeries and AS/400 System Restore Services will be provided, the Per-Image Per-Exercise Monthly Services Charge, and the iSeries and AS/400 System Restore Services Total Monthly Services Charge.

You warrant that you have the appropriate licenses and authorization to use the software you are requesting IBM to load on your behalf. You also warrant that you have received authorization for IBM to copy such software to the Configuration to which you will have access during an Event. Under no circumstances is IBM liable for any infringements on the license agreements between you and your software providers.

Charges for AS/400 System Restore Services

MONTHLY SERVICES CHARGE - You agree to pay the iSeries and AS/400 System Restore Services Total Monthly Services Charge specified in the Addendum for iSeries and AS/400 System Restore Services. IBM bases such Charge on the number of system images to be restored in each Exercise, the number of Scheduled Exercises per Contract Period year for which IBM is to provide such Services and the per-Exercise per-image Monthly Services Charge.

The iSeries and AS/400 System Restore Services Total Monthly Services Charge specified in the Addendum for iSeries and AS/400 System Restore Services is included in the Total Monthly Charge specified on the Supplement for Multivendor Information Technology Recovery Services for the Subscription(s) identified as subscribing to AS/400 System Restore Services.

ADDITIONAL SERVICES CHARGES - You agree to pay the iSeries and AS/400 System Restore Services Additional Services Charge each time IBM, at your request, provides iSeries and AS/400 System Restore Services for each system image:

- a. for a scheduled Exercise beyond the Number of Scheduled Exercises per Contract Period year specified in the Addendum for iSeries and AS/400 System Restore Services;
- b. beyond the Number of System Images per Scheduled Exercise per Contract Period Year specified in the Addendum for iSeries and AS/400 System Restore Services; or
- c. during Recovery following your declaration of an Outage Emergency.

Such Charge is specified in the Addendum for iSeries and AS/400 System Restore Services.

IBM will invoice the iSeries and AS/400 System Restore Additional Services Charge after the period in which you incur such charge.

7.2 Preload Services - Intel server operating system preload

Under Preload Services - Intel server operating system preload (called "Intel Server OS Preload Services"), in conjunction with an Event, IBM will load an operating system onto Intel servers at a Recovery Site.

IBM Responsibilities - Intel Server OS Preload Services

Intel Server OS Preload Services will be limited to the activities described in this Subsection, and will be provided on the quantity of Intel Server(s) identified in a Supplement as being subscribed to Intel Server OS Preloads.

As necessary throughout the Contract Period, IBM will:

- a. provide you with Workplace Recovery Services Preload worksheets;
- b. review the completed Workplace Recovery Services Preload worksheets configuration parameters; and
- c. notify you of any Intel Server upgrade or refresh performed at the Primary Recovery Site, so you can make any required modifications to your configuration parameters of the operating system to allow you to make better use of a Recovery Site during an Event.

During an Event, IBM will:

- d. preload the base operating system onto Intel Server(s) at the Recovery Site;
- e. install hardware drivers onto the Intel Server(s);
- f. install applicable operating systems service pack(s); and
- g. turn control of such Intel Server(s) over to you.

Your Responsibilities - Intel Server OS Preload Services

You agree to:

- a. within 20 business days of subscribing to Intel Server OS Preload Services, provide IBM with:
 - (1) the completed Workplace Recovery Services Preload worksheets via the IBM BCRS website (Customer Connect); and
 - (2) information, on which IBM may rely, relating to IBM's performance of Intel Server OS Preload Services;

- b. as necessary throughout the Contract Period:
 - (1) maintain the Workplace Recovery Services Preload worksheets to incorporate any modifications or updates necessary to reflect your current system configuration parameters;
 - (2) provide IBM with requested changes to the Workplace Recovery Services Preload worksheets two (2) weeks prior to a scheduled Event or as soon as feasible following your declaration of an Outage Emergency;
 - (3) upon receipt from IBM of notification of upgrades and/or refreshes to the Intel Server(s) at a Recovery Site, provide operating system configuration parameters to IBM that reflect such upgrades and/or refreshes;
- c. during an Event, assume control of the Intel Server(s) at the Recovery Site after IBM completes loading the specified operating system(s) onto them.

Charges for Intel Server OS Preload Services:

You agree to pay the Monthly Charge for Intel Server OS Preload Services. Such charge is included in the Total Monthly Charge specified in the Supplement for Multivendor Information Technology Recovery Services.

7.3 Preload Services – Desktop PC operating system preload

Under Preload Services - desktop PC operating system preload (called "Desktop PC OS Preload Services"), in conjunction with an Event, IBM will load an operating system onto Intel workstations at a Recovery Site.

IBM Responsibilities - Desktop PC OS Preload Services:

Desktop PC OS Preload Services will be limited to the activities described in this Subsection, and will be provided on the quantity of Desktop PC(s) identified in a Supplement as being subscribed to Desktop PC OS Preloads.

As necessary throughout the Contract Period, IBM will:

- a. provide you with Workplace Recovery Services Preload worksheets;
- b. review the completed Workplace Recovery Services Preload worksheets configuration parameters; and
- c. notify you of any Desktop PC upgrade or refresh performed at the Primary Recovery Site, so you can make any required modifications to your configuration parameters of the operating system to allow you to make better use of a Recovery Site during an Event.

During an Event, IBM will:

- d. preload the base operating system onto Desktop PC(s) at the Recovery Site;
- e. install hardware driver onto the Desktop PC(s);
- f. install applicable operating systems service pack(s); and
- g. turn control of such Desktop PC(s) over to you.

Your Responsibilities - Desktop PC OS Preload Services:

You agree to:

- a. within 20 business days of subscribing to Desktop PC OS Preload Services, provide IBM with:
 - (1) the completed Workplace Recovery Services Preload worksheets via the IBM BCRS website (Customer Connect); and
 - (2) information, on which IBM may rely, relating to IBM's performance of Desktop PC OS Preload Services;
- b. as necessary throughout the Contract Period:
 - (1) maintain the Workplace Recovery Services Preload worksheets to incorporate any modifications or updates necessary to reflect your current system configuration parameters;
 - (2) provide IBM with requested changes to the Workplace Recovery Services Preload worksheets two (2) weeks prior to a scheduled Event or as soon as feasible following your declaration of an Outage Emergency; and

- (3) upon receipt from IBM of notification of upgrades and/or refreshes to the Desktop PC(s) at a Recovery Site, provide operating system configuration parameters to IBM that reflect such upgrades and/or refreshes;
- c. during an Event, assume control of the Desktop PC(s) at the Recovery Site after IBM completes loading the specified operating system(s) onto them.

Charges for Desktop PC OS Preload Services:

You agree to pay the Monthly Charge for Desktop PC OS Preload Services. Such charge is included in the Total Monthly Charge specified in the Supplement for Multivendor Information Technology Recovery Services.

7.4 Preload Services - image preload

Under Preload Services - image preload (called "Image Preload Services"), in conjunction with an Event, IBM will load an image of your hard drive onto PC workstations at a Recovery Site.

IBM Responsibilities - Image Preload Services:

Image Preload Services will be limited to the activities described in this Subsection, and will be provided on the quantity of workstation(s) identified in a Supplement as being subscribed to Image Preloads.

As necessary throughout the Contract Period, IBM will:

- a. provide to you technical specifications relating to the software you use for creating images;
- b. within 20 business days of IBM's receipt of an image from you, preload such image onto an PC workstation at a Recovery Site;
- c. promptly notify you if the image(s) contain errors or did not load successfully;
- d. store a copy, in CD-ROM ("CD") format, of your most current workstation image(s) at the Recovery Site; and
- e. notify you of any PC workstation upgrade or refresh performed at the Primary Recovery Site, so you can make any required modifications to your image(s) to allow you to make better use of a Recovery Site during an Event.

During an Event, IBM will:

- f. load, using the most current CD(s) containing your workstation image(s) and instructions provided by you, your workstation image(s) onto PC workstations at the Recovery Site; and
- g. turn control of such workstations over to you.

Your Responsibilities - Image Preload Services:

You agree to:

- a. within 20 business days of subscribing to Image Preload Services, provide IBM with:
 - (1) a copy of each image (in CD format) you want IBM to load onto PC workstation(s) at a Recovery Site; and
 - (2) information, on which IBM may rely, relating to IBM's performance of Image Preload Services;
- b. as necessary throughout the Contract Period:
 - (1) provide IBM with requested changes to the image two (2) weeks prior to a scheduled Event or as soon as feasible following your declaration of an Outage Emergency;
 - (2) upon receipt from IBM of notification of upgrades and/or refreshes to the PC workstations at a Recovery Site, provide updated images to IBM that reflect such upgrades and/or refreshes; and
 - (3) maintain the software you use for creating images in accordance with the technical specifications IBM provides to you;
- c. during an Event, assume control of the PC workstations at the Recovery Site after IBM completes loading the specified image(s) onto them.

Charges for Image Preload Services:

You agree to pay the Monthly Charge for Image Preload Services. Such charge is included in the Total Monthly Charge specified in the Supplement for Multivendor Information Technology Recovery Services.

Other Terms - Image Preload Services:

IBM will not be able to provide Image Preload Services during an Event until IBM has received from you a copy (in CD format) of the image(s) you want IBM to load onto PC workstation(s) at a Recovery Site.

7.5 Remote Ship PC Services

Under the Remote Ship PC Service, IBM will provide you a desktop PC to allow you to create an image of your hard drive. To facilitate the loading of your hard drive images during an Event, this Remote Ship PC Service may be used in conjunction with a Subscription to image preload services.

IBM Responsibilities - Remote Ship PC:

Remote Ship PC Services will be limited to the activities described in this Subsection, and will be provided on the quantity of "Desktop Remote Ship PCs" specified in a Supplement.

As necessary throughout the Contract Period, IBM will:

- a. within one (1) month of receiving your written request, transfer to you up to two (2) desktop computers, each consisting of a PC, monitor, mouse, and keyboard (collectively referred to as a "Desktop PC") that are identical to the desktop workstations specified in the Configuration for your use at the Primary Recovery Site;
- b. bear the risk of loss of Desktop PCs at your location, unless the loss is due to theft or vandalism by someone other than an IBM employee; and
- c. promptly notify you of any upgrades or refreshes IBM performs on the Desktop PCs at the Primary Recovery Site.

Your Responsibilities - Remote Ship PC:

As necessary throughout the Contract Period, you agree to submit, at least one month prior to the date on which you need the Desktop PC delivered to your location, a written request to IBM regarding your use of such Desktop PC.

When IBM transfers Desktop PCs to you, you agree to:

- a. use the Desktop PCs for image creation purposes only;
- b. return the Desktop PCs to the IBM-designated location promptly upon completion of your image creation activities, but in no later than fifteen (15) days from the time such Desktop PCs are delivered to you, whichever comes first. An additional charge will apply if the Desktop PCs IBM transfers to you are not returned at the end of such 15 days;
- c. furnish all labor for unpacking and packing the Desktop PCs at your location;
- d. obtain IBM's written consent prior to moving the Desktop PCs to a location other than the location to which it was delivered;
- e. provide written notice to IBM before you make an alteration to any part of the Desktop PCs. You may make an attachment without notifying IBM. (An attachment is the connection of any other product or device to the Desktop PC. An alteration is any change made which deviates from the physical, mechanical, electrical, or electronic design, whether or not additional devices or parts are used. You may not make an alteration or attachment that creates a safety hazard or renders maintenance of the Desktop PC impractical. You are responsible for the results obtained from both alterations and attachments made by you);
- f. remove attachments and restore Desktop PCs to an unaltered condition, before returning them to IBM; and
- g. return the Desktop PCs to IBM in the same condition as when they were delivered to you, normal wear and tear excepted.

Charges - Remote Ship PC:

You agree to pay:

- a. the Monthly Charge for Remote Ship PC Services. Such charge is included in the Total Monthly Charge specified in the Supplement for Multivendor Information Technology Recovery Services;
- b. all shipping charges, taxes, tariffs and insurance charges incurred for shipment of the Desktop PCs to your location and return to IBM; and
- c. an additional charge ("Late Return Charge") for each day or part thereof, if any, that you keep any such Desktop PCs beyond 15 days. The amount of such charge will be equal to fifty dollars (\$50) times the number of days that you keep any such Desktop PCs beyond the fifteenth day following delivery to you.

7.6 Automatic Call Distribution (ACD) Services

Automatic Call Distribution (called "ACD") is a telephony feature for a call center environment that provides the capability to route calls to individual agents or agent groups. To use ACD Services, both ACD Agent Positions and ACD Routes are required.

Definitions for ACD Services:

Automatic Call Distribution Agent Position ("ACD Position") – means a workplace desk equipped with an ACD enabled voice instrument to receive incoming calls routed by an ACD system.

Automatic Call Distribution Agents ("ACD Agents") – are the individual agents or agent groups in a call center environment to whom calls are routed by an ACD system.

Automatic Call Distribution Routes ("ACD Routes") – are entries in electronically stored tables that determine how incoming calls are routed to ACD Agents.

IBM Responsibilities - ACD Services:

The following describes IBM's responsibilities relating to ACD Routes. For the Subscription(s) identified as subscribing to ACD Services, IBM will:

- a. build, and update upon your request, ACD Route(s) within one month of IBM's receipt of information you provide to IBM, and on which IBM may rely, to build or update such Routes;
- b. electronically store your ACD Route(s) on a server at an IBM provided location;
- c. provide to you the appropriate destination information to which you will redirect your calls or have your calls redirected during an Event;
- d. activate your ACD Route(s) in conjunction with an Event; and
- e. on your request and on a per-request basis, make updates to such ACD Route(s) based upon information you provide to IBM when making such request.

The following describes IBM's responsibilities relating to ACD Positions. For the Subscription(s) identified as subscribing to ACD Services, and for each ACD Position, IBM will provide an ACD enabled voice instrument which may be either a physical telephone device or agent software to be installed on a workstation and a telephone interface device. When utilized, the telephone interface device may be an internal PC card, or an external device that connects to an external (serial, parallel, USB, etc.) port.

When ACD Services are provided through the use of a telephone interface device and agent software installed on a workstation, and if such workstation is not provided by IBM (that is, it is provided through a Subscription to Class A, Class N, or Class R Services, or it is provided by you) or is physically located in a mobile unit, ACD Services on each such workstation will be available only after the workstation is installed and completely configured for ACD.

Additionally, IBM will provide one (1) specially equipped workstation (called a "Supervisor Workstation") to display your real time call center activities and measurements. On your reasonable request, IBM will provide printed reports of your call center activities from such Supervisor Workstation.

In addition to ACD Routes and ACD Positions, optional additional services exist that you may select on a per Subscription basis for an additional charge. Such optional additional ACD Services are i) ACD Agent Recording, ii) ACD Agent Recording Playback, and iii) Additional Supervisor Workstations.

For each Subscription having a Configuration that includes ACD Agent Recording, IBM will:

- (1) depending upon the Recovery Site at which ACD Services are provided, record either all calls received and made by an ACD Agent, or only those calls made when logged in as an ACD Agent; and

(2) provide you a copy of all recordings on a transportable media (e.g., DAT, CD-ROM, etc.).

For each Subscription having a Configuration that includes ACD Agent Recording Playback, IBM will install and configure an application on a workstation(s) at the Recovery Site that will allow you to search the recording system and playback specific recordings made during an Event. Upon your request after an Event, IBM will make its recording playback system available to you, should you need to search your copy of the recordings and playback specific recordings.

For each Subscription having a Configuration that includes additional Supervisor Workstations, for each additional Supervisor Workstation in such Configuration, IBM will install and configure an application on a workstation at the Recovery Site that will allow you to view a subset of your call center activities and measurements from each such additional Supervisor Workstation.

Your Responsibilities - ACD Services:

You understand and agree that:

- a. ACD Services will not be available for an Event until the necessary hardware and software components have been installed and configured, and the ACD Routes have been created and installed; and
- b. when used, agent software must be installed on a workstation capable of supporting the Windows 98 (or later) operating system.

Your other responsibilities are as follows.

For ACD Routes, you agree to:

- a. provide to IBM, within one month of adding ACD Services to a Subscription, accurate ACD agent routing information on which IBM may rely to generate your ACD Route(s);
- b. arrange with your telecommunication providers, in advance of any Event, to establish alternate routing instructions to redirect your calls to the IBM-provided location;
- c. be responsible for the development and maintenance of the information required for IBM to generate ACD Route(s) for you;
- d. notify IBM promptly of any changes you make that may impact either the ACD Route(s) IBM generates and stores on your behalf or IBM's ability to provide ACD Services; and
- e. pay a one-time charge associated with the initial creation of your ACD Route(s). Such charge is specified in the Configuration section of a Supplement for Multivendor Information Technology Recovery Services. Additionally, there is a charge associated with IBM making changes to such route(s). Upon your request for IBM to make a change to the ACD Route(s), such charge will be estimated and provided to you. IBM will not make such change without your written authorization.

When the ACD Services IBM provides you utilize an ACD enabled voice instrument that consists of agent software installed on a workstation and a telephone interface device, you agree:

- a. for each ACD Position, to provide a workstation that meets the following minimum requirements:
 - (1) 350 MHz Pentium PC;
 - (2) 32 MB RAM;
 - (3) 8 MB available hard-disk space;
 - (4) Windows 98 or better; and
 - (5) Sound card recommended;
- b. each such workstation may be a) included in the Configuration of your Subscription, b) provided through a Subscription to Class A, Class N, or Class R Services, or c) provided by you;
- c. that the telephone interface device may be an internal PC card, or an external device that connects to an external (serial, parallel, USB, etc.) port;
- d. that for you to install and use ACD Services, your workstation must a) be running a supported Windows operating system, b) be attached to a local area network (LAN), c) be configured with an Internet protocol (IP) address, and d) be able to communicate using the TCP/IP network protocol;
- e. that the ACD application must be configured to communicate with an IBM ACD server(s). This configuration will require that you work with IBM to design and document a TCP/IP network configuration that includes IBM network and server components; and

- f. that if, on such workstation, you reload the operating system or delete the ACD application or break the LAN or TCP/IP communications, then the ACD Services at such workstation will be unavailable until the full ACD configuration is restored.

Charges for ACD Services:

You agree to pay:

- a. the Monthly Charge for ACD Services. Such charge is included in the Total Monthly Charge specified in the Supplement for Multivendor Information Technology Recovery Services;
- b. the one-time charge associated with the initial creation of your ACD Route(s). Such charge is specified in the Supplement for Multivendor Information Technology Recovery Services. IBM will invoice such charge separately following completion of the requested update; and
- c. an additional charge each time you request IBM to make changes to your ACD Route(s) that are electronically stored on our servers. The amount of such charge will be based on IBM's prevailing rates and minimums. Upon your request for IBM to update such route(s), such additional charge will be estimated and provided to you. IBM will invoice such charge separately following completion of the requested update. IBM will not make such change without your written authorization.

7.7 Telephone In The Workplace Services

The basic telephone services provided for each end user workspace at a Recovery Site at no additional charge are:

- a. one (1) touch-tone Telephone Set;
- b. Direct Inward Dialing (DID) - Every telephone has a 10 digit telephone number that outside callers can dial directly rather than by going through a central attendant; and
- c. Direct Outward Dialing (DOD) - You can place outside calls without using a system attendant or waiting for an available line.

Additional telephone services and features ("Additional Telephone Services and Features") are available on a per Subscription basis for an additional charge.

IBM Responsibilities - Telephone In The Workplace Services:

Any Additional Telephone Services and Features to which you subscribe will be specified in a Supplement. Many of these Additional telephone Services and Features require installation by a telecommunications services provider.

For each Subscription having a Configuration that includes Additional Telephone Services and Features, IBM will, upon receipt of the required information from you, initiate work orders with IBM's telephone service providers to implement the installation or programming of the Additional Telephone Services and features. The implementation schedule for these Additional Telephone Services and Features will be identified once such work orders have been placed. IBM will identify those Services and Features you request which are not immediately available and provide a non-binding implementation target date for those items.

Your Responsibilities - Telephone In The Workplace Services:

You understand and agree that:

- a. any Additional Telephone Services and Features to which you subscribe will not be available for an Event until the hardware and software components have been installed, and the telephone configurations have been created, installed and programmed;
- b. implementation times for such Additional Telephone Services and Features vary; and
- c. any Additional Telephone Services and Features will be available only at the Primary Recovery Site identified in the Supplement of each such Subscription.

Additionally, you agree to:

- d. provide IBM, within one (1) month of adding Additional Telephone Services and Features to a Subscription, with the required information necessary for IBM to create and submit telephone work orders to implement such Additional Telephone Services and Features;

- e. notify IBM promptly of any changes you make that may impact such Additional Telephone Services and Features;
- f. arrange, in advance of any Recovery Exercise or as soon as feasible following your declaration of an Outage Emergency, with your telecommunications providers to establish alternate call routing arrangements to redirect your incoming telephone calls to the telephone numbers at IBM;
- g. notify your telecommunications providers to redirect your calls to the IBM provided telephone number(s) for any Event;
- h. be solely responsible for any telecommunications provider's charges associated with the redirection of your incoming telephone calls to IBM; and
- i. accept responsibility for any failure or performance problems by your vendors, contractors, or telephone service providers associated with IBM's provision of Additional Telephone Services and Features which were beyond IBM's reasonable control to prevent.

Charges - Telephone In The Workplace Services:

You agree to pay:

- a. the Monthly Charges for any Additional Telephone Services and Features that you order. Such charges are included in the Total Monthly Charge specified in the Supplement for Multivendor Information Technology Recovery Services;
- b. an additional charge each time you require changes to Configurations or programming of any such Additional Telephone Services and Features. The amount of such additional charge will be based on IBM's prevailing rates and minimums. Upon your request for IBM to make these changes, such additional charge will be estimated and provided to you. IBM will invoice such charge separately following completion of the requested update. IBM will not make any changes without your written authorization; and
- c. all telephone usage charges resulting from your use of IBM provided telephone services. IBM will invoice such charges, as incurred by IBM, separately following completion of an Event.

7.8 Internet Access Services

To allow you to establish a connection to the Internet during an Event, IBM provides access (called "Internet Access Services") from a Recovery Site to an Internet connection location of an Internet Service Provider (called "ISP"). The Internet Protocol (called "IP") address(es) required for Internet Access Services may be supplied by you or by IBM.

IBM Responsibilities for Internet Access

In providing Internet Access Services, IBM will furnish and/or provide:

- a. local access and network interface equipment for connection from the Recovery Site to the ISP's connection location;
- b. an edge IP router at the Recovery Site with one wide area network interface and one ethernet interface;
- c. configuration of the edge IP router at the Recovery Site to announce IP address(es), supplied by you or by IBM, to the ISP's Internet network from the Recovery Site; and
- d. coordination with the ISPs used by IBM to provide Internet access to the Recovery Site to enable your Internet traffic to be directed to the Recovery Site.

Additionally, when the IP address(es) are supplied by you, IBM will furnish and/or provide:

- e. announcement of your IP addresses to the ISP(s) and Internet following your declaration of an Outage Emergency, and upon your request, during a Recovery Exercise; and
- f. upon completion of an Event, termination of such announcement of your IP address(es) to the ISP's Internet network from the Recovery Site.

Your Responsibilities for Internet Access

You understand and agree that these Internet Access Services may not be available to you until you have provided a list of your IP addresses to IBM.

For IP address(es) you supply, you agree:

- a. that the provisions of this subsection act as written authorization to the ISP(s) that allows IBM to act, upon your request, as your agent with such ISP during the Contract Period for announcement of your IP address(es) to the Internet;
- b. to make arrangements with the ISP(s) to allow your IP address(es) to be announced to the Internet network from both your Covered Address and the Recovery Site during the Contract Period;
- c. to terminate the announcement of your selected IP address(es) from the Covered Address to each ISP Internet network following your declaration of an Outage Emergency or, at your discretion, during a Recovery Exercise; and
- d. that performance of Internet traffic redirection is subject to the ISP's scheduled periods of maintenance.

Further, whether IP address(es) are supplied by you or by IBM, you understand and agree:

- e. to provide IBM, in a timely manner, with the configuration information IBM requires to provide Internet Access Services to you;
- f. to provide IBM technical assistance regarding IBM's provision of Internet Access Services to you, upon IBM's reasonable request;
- g. to provide a focal point who is knowledgeable about your network recovery requirements, and who will be IBM's primary point of contact when IBM provides Internet Access Services to you;
- h. to be responsible for communicating to IBM, in a timely manner, any changes in your Internet environment that may require a modification to the Configuration;
- i. to be solely responsible for the content of any transmissions using Internet Access Services or any other use of Internet Access Services by you or by any other person or entity you permit to use Internet Access Services;
- j. to adhere to the terms in the document entitled "IBM's Acceptable Use Policy", as updated from time to time, and found at <http://www.ibm.com/services/aup.html>. IBM or the ISP reserves the right to immediately terminate or restrict the use of Internet Access Services for activities that, in IBM or the ISP's reasonable judgment, violate this Policy. Unless your continued use of Internet Access Services would a) violate or cause IBM or the ISP to violate applicable law or government order, b) create an unacceptable risk to IBM, IBM's other customers, or the ISP, c) cause IBM to violate IBM's agreements with IBM's other customers or the ISP, or d) cause IBM, IBM's other customers, or the ISP irreparable harm, IBM will use commercially reasonable efforts to notify you prior to such termination or restriction of your use and discuss in good faith whether remedies other than the termination or restriction of your use of such Services may be available. In the event your use of Internet Access Services is terminated or restricted, IBM will use commercially reasonable efforts to work with you and the ISP to help you obtain Internet access as soon as practicable;
- k. that IBM will not be responsible for any liabilities and costs (including reasonable attorney's fees) arising from any and all claims by any person or entity based upon the content of any transmission, or any other use of Internet Access Services by you or any person or entity you permit to use Internet Access Services; and
- l. that Internet Access Services ARE PROVIDED ON AN "AS-IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO WARRANTIES OF TITLE, NON INFRINGEMENT OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE; provided, however, that the network interface equipment and Internet IP router at the Recovery Site (including the wide area network interface card and the fast ethernet port on the Internet IP router) are not subject to the preceding provision of this item l, but are governed by the provisions of the section entitled "Warranty" in the Agreement. NO ADVICE OR INFORMATION GIVEN BY IBM'S, OR THE ISP'S, EMPLOYEES, AGENTS OR CONTRACTORS SHALL CREATE A WARRANTY. UNDER NO CIRCUMSTANCES SHALL IBM BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES THAT RESULT FROM YOUR OR YOUR USERS' RELIANCE ON OR THE USE OF INFORMATION, SERVICES OR MERCHANDISE PROVIDED ON OR THROUGH THE SERVICE, OR THAT RESULT FROM MISTAKES, OMISSIONS, INTERRUPTIONS, DELETION OF FILES, ERRORS, DEFECTS, DELAYS IN OPERATION, OR TRANSMISSION, OR ANY FAILURE OF PERFORMANCE.

EXHIBIT B-3

**SUPPLEMENTS FOR MULTIVENDOR INFORMATION TECHNOLOGY RECOVERY
SERVICES**

Supplement for Multivendor Information Technology Recovery Services

The terms of the Cook County Contract for Countywide Business Continuity Plan and Disaster Recovery Services apply to this Supplement.

Customer Name and Address:
COOK COUNTY

69 W WASHINGTON STE 2700
CHICAGO, IL 60602-3014

IBM Address for Notices:
Attn: BCRS Contract Operations
IBM Corporation
PO Box 700
Suffern, NY 10901-0700

Covered Address:
118 N CLARK ST
CHICAGO, IL 60602-1304

REFERENCE NUMBERS
Agreement:
Customer: 2177634
Enterprise: 2165000

CONTRACT PERIOD
Start Date: 09/24/10
End Date: 09/23/13

SUPPLEMENT
Number: CFTB81F
Effective Date: 09/24/10
Revision (yes/no): No
Renewal (yes/no): No

Primary Recovery Site
Boulder, CO

MONTHLY CHARGES

Total Monthly Charge: \$ 10,625
Minimum Total Monthly Charge: \$ 10,625

RECOVERY CHARGES

Initial Recovery Charge: \$ 41,417
Day(s) Included in Initial Recovery Charge: 2
Daily Recovery Charge per day thereafter: \$ 7,968

RECOVERY EXERCISE

Initial Contract Period Year 1 - Total Hours: 48
Number of Exercises: 1
Each subsequent twelve-month period - Total Hours: 48
Number of Exercises: 1
Additional Recovery Exercise time, per 4-hr block: \$ 3,187
Additional Recovery Exercises, per exercise: \$ 25,481

TELECOMMUNICATIONS

One-Time Charge: N/A
Usage charges are billed separately.

GENERAL

Work area space allocated at time of Event.

Supplement for Multivendor Information Technology Recovery Services (Continued)

EQUIPMENT CONFIGURATION

Customer Name: COOK COUNTY

Configuration

Number: 2177634
 Address: 118 N CLARK ST
 CHICAGO, IL 60602-1304

Processor: 2094 703

Recovery Site: Boulder, CO

System Storage: 65536MB

Supplement Number: CFTB81F

Quantity or Units	Machine or Product	Model	Product Description
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IBM Equipment:

1	2094	703	IBM System z9 109
64	2094	GB1	IBM 2094 Memory - 1st 2094 Provides 1 GB of processor memory on the first 2094.
10	MAINFRAME	VM	VM Guest Selection (No cost)
1	2074	003	Non-SNA 3270 Controller Includes: 2 ESCON ports, 2 Ethernet ports, 2 Token Ring ports. Supports up to 96 non-SNA 3270 sessions (48 per ESCON port). Prerequisite: A "3270 PC" solution is required for local non-SNA support. Support for any other PC connection requires a "REMCONS PKG1" solution.
18	3270	PC	PC with 3270 emulation Personal Computer configuration including a Fast Ethernet port, Windows, and TN3270E 3270 terminal emulation software. Prerequisite: 2074 Ethernet port with IBM assigned TCP/IP address.
4	2094OE2	1000	2094 OSA-Express2 1000BASE-T Includes: One 2094 OSA-Express2 1000BASE-T Ethernet port. Maximum of four 2094OE2 1000 supported per 2094 processor.
1	3745	61AE	Communications Controller Includes: 32 Megabyte Storage (16MB Per CCU) 8 Channel Adapters 1 Token Ring Adapters (2 TIC's per Adapter) 2 High Speed Scanner (T1) 50 LIC Type 1 (4 Ports Each) 20 LIC Type 3 (1 Port Each) Note: Minimum 3745 NCP Level 6.2 Required To Run On This Machine.
1	3746	900E	3745 Expansion Unit Includes: 1 Connectivity Switch 1 Controller Bus and Service Processor (CBSP) 1 Controller Bus Coupler (CBC) 1 TRP With 2 Token Ring Coupler TIC-3's
1	3746/CLP3	900E	Communications Line Processor Includes: 2 - LIC Type 11 EACH With: LCB-E Supporting 30 V.35 ARC (Can Handle V.24 or V.35 Communications)
1	3746/ELC2	900E	ESCON-2 Adapter and Coupler

Network Lines: NONE

Supplement for Multivendor Information Technology Recovery Services (Continued)

EQUIPMENT CONFIGURATION

Customer Name: COOK COUNTY

Configuration

Number: 2177634

Processor: 2094 703

Address: 118 N CLARK ST

CHICAGO, IL 60602-1304

Recovery Site: Boulder, CO

System Storage: 65536MB

Supplement Number: CFTB81F

Quantity or Units	Machine or Product	Model	Product Description
=====			

Non-IBM Equipment:

1 XRX DP180 000 Xerox DocuPrint CS Prt 180IPM
Xerox cut sheet, laser, 180 Pages Per Minute, 5M Monthly.
BCRS delivery personnel set up the hardware environment.
The customer is responsible for the software and software config.
The printer supports AS400/iSeries, S390/zSeries
Open Systems can use Sun Workstation frontend, interface: TCP/IP
This printer and features are not eligible for Temporary Transfer.

Supplement for Multivendor Information Technology Recovery Services

The terms of the Cook County Contract for Countywide Business Continuity Plan and Disaster Recovery Services apply to this Supplement.

Customer Name and Address:
COOK COUNTY

69 W WASHINGTON STE 2700
CHICAGO, IL 60602-3014

IBM Address for Notices:
Attn: BCRS Contract Operations
IBM Corporation
PO Box 700
Suffern, NY 10901-0700

Covered Address:
118 N CLARK ST
CHICAGO, IL 60602-1304

REFERENCE NUMBERS

Agreement:
Customer: 2177634
Enterprise: 2165000

CONTRACT PERIOD

Start Date: 09/24/10
End Date: 09/23/13

SUPPLEMENT

Number: CFTCGRF
Effective Date: 09/24/10
Revision (yes/no): No
Renewal (yes/no): No

Primary Recovery Site
Boulder, CO

MONTHLY CHARGES

Total Monthly Charge: \$ 2,525
Minimum Total Monthly Charge: \$ 2,525

RECOVERY CHARGES

Initial Recovery Charge: \$ 7,327
Day(s) Included in Initial Recovery Charge: 2
Daily Recovery Charge per day thereafter: \$ 1,812

RECOVERY EXERCISE

Initial Contract Period Year 1 - Total Hours: 48
Number of Exercises: 1
Each subsequent twelve-month period - Total Hours: 48
Number of Exercises: 1
Additional Recovery Exercise time, per 4-hr block: \$ 725
Additional Recovery Exercises, per exercise: \$ 3,703

TELECOMMUNICATIONS

One-Time Charge: N/A
Usage charges are billed separately.

GENERAL

Work area space allocated at time of Event.

Supplement for Multivendor Information Technology Recovery Services (Continued)

EQUIPMENT CONFIGURATION

Customer Name: COOK COUNTY

Configuration

Number: 2177634
 Address: 118 N CLARK ST
 CHICAGO, IL 60602-1304

Processor: 9406/0935 570

Recovery Site: Boulder, CO
 Supplement Number: CFTCGRF

System Storage: 16384MB
 DASD Gigabytes: 4590.000GB
 Minimum OS Level: OS/400 5.4.0

Quantity or Units	Machine or Product	Model	Product Description
----------------------	-----------------------	-------	------------------------

=====

IBM Equipment:

1	9406/0935	570	i5 570 4 CPU active Power5p
4	940XMS	570	Main Storage-4096MB/Increment
1	9406/7748	570B	i5 570 2 CPU Enterprise Enab.
1831	940X/LPAR	P01	Number of GB's - Partition 01
2750	940X/LPAR	P02	Number of GB's - Partition 02
2	940X/LPAR	XXX	Number of Logical Partitions
	Total LPARs is the count of Primary Partition "P00" and all Secondary Partitions "P01 through Pnn".		
	For 8xx Primary Partition 940X/LPAR P00 Must be selected.		
	For i5 P00 functions are replaced by HMC.		
	One 940X/LPAR Pnn is required for each subsequent Secondary Partition.		
	Total GB's for all Logical Partitions must equal the System Dasd Gigabytes Total.		
1	940XDVDRA	5XX	DVD-RAM Drive
1	940XDVDRO	5XX	DVD-ROM Drive
459	940XHAD	570	10GB High Availability DISK
2	3590-FC	E11	IBM 3590-E11 FC Tape Drive
	Includes: 1 3590-E11 tape drive with 1 Fibre channel interface		
	For iSeries (1) 940X/5704 8XX Fiber Chan Tape Ctrl 5.2.0 must be selected with each 3590-FC E11 tape drive.		
2	940X/5704	5XX	Fiber Chan Tape Ctrl
2	940XCCTRL	5XX	System console controller
	Controller to connect the System Operator console.		
	If system is NOT LPARed then maximum of one per system.		
	If system is LPARed then maximum of one per LPAR.		
2	940XCONS	5XX	System Operator Console
	A PC to support System Operations Console functions.		
	When system is NOT LPARed then maximum of one per system.		
	When system is LPARed then maximum of one per LPAR.		
	When solution includes Remote Console function the System Operator Console can be accessed remotely.		
6	940X/COMM	5XX	Comm - One Port RS232/V.24
4	940X/V.35	5XX	Comm. Adapter-Port V.35

Supplement for Multivendor Information Technology Recovery Services (Continued)

EQUIPMENT CONFIGURATION

Customer Name: COOK COUNTY

Configuration

Number: 2177634
Address: 118 N CLARK ST
CHICAGO, IL 60602-1304

Processor: 9406/0935 570

Recovery Site: Boulder, CO
Supplement Number: CFTCGRF

System Storage: 16384MB
DASD Gigabytes: 4590.000GB
Minimum OS Level: OS/400 5.4.0

Quantity or Units	Machine or Product	Model	Product Description
1	940X/2838	5XX	100/10Mbps Eth for Native SNA
	I5 100/10MBPS		ETHERNET only use for Native SNA for TCP/IP use 940X/5706 5XX 10/100/1000 Dual port Ether.
1	940X/5706	5XX	10/100/1000 Dual port Ether.

Network Lines: NONE

Non-IBM Equipment: NONE

**Addendum for System i System Restore Services
to IBM Customer Agreement Attachment for Multivendor Information Technology
Recovery Services**

Name and Address of Customer:

COOK COUNTY

69 W WASHINGTON STE 2700
CHICAGO, IL 60602-3014

Reference Agreement No.:

Supplement No.: CFTCGRF
Customer No.: 2177634
Enterprise No.: 2165000

IBM Address:

IBM Corporation
PO BOX 700
SUFFERN, NY 10901-0700

CONTRACT PERIOD:

Start Date: 09/24/10
End Date: 09/23/13

Addendum Effective Date: 09/24/10

Revised Addendum: No
Renewal Addendum: No

System i System Restore Services Charges Detail

Number of Scheduled Exercises Per Contract Period Year: 1

Number of System Images to be Restored per Scheduled Exercise: 2

Additional System i System Restore Charge (per image): \$648

SYSTEM i SYSTEM RESTORE SERVICES MONTHLY SERVICES CHARGE: See Note 1

Note 1: Included in the Total Monthly Charge for Supplement Number CFTCGRF.

Agreed to:
COOK COUNTY

Agreed to:
International Business Machines
Corporation

By _____
Authorized Signature

By _____
Authorized Signature

Name (Type or Print) Date

Name (Type or Print) Date

Supplement for Multivendor Information Technology Recovery Services

The terms of the Cook County Contract for Countywide Business Continuity Plan and Disaster Recovery Services apply to this Supplement.

Customer Name and Address:
COOK COUNTY

69 W WASHINGTON STE 2700
CHICAGO, IL 60602-3014

IBM Address for Notices:
Attn: BCRS Contract Operations
IBM Corporation
PO Box 700
Suffern, NY 10901-0700

Covered Address:
118 N CLARK ST
CHICAGO, IL 60602-1304

REFERENCE NUMBERS

Agreement:
Customer: 2177634
Enterprise: 2165000

CONTRACT PERIOD

Start Date: 09/24/10
End Date: 09/23/13

SUPPLEMENT

Number: CFTB8RF
Effective Date: 09/24/10
Revision (yes/no): No
Renewal (yes/no): No

Primary Recovery Site
Boulder C/S, CO

MONTHLY CHARGES

Total Monthly Charge: \$ 5,720
Minimum Total Monthly Charge: \$ 5,720

RECOVERY CHARGES

Initial Recovery Charge: \$ 17,869
Day(s) Included in Initial Recovery Charge: 2
Daily Recovery Charge per day thereafter: \$ 5,720

RECOVERY EXERCISE

Initial Contract Period Year 1 - Total Hours: 48
Number of Exercises: 1
Each subsequent twelve-month period - Total Hours: 48
Number of Exercises: 1
Additional Recovery Exercise time, per 4-hr block: \$ 1,716
Additional Recovery Exercises, per exercise: \$ 6,429

TELECOMMUNICATIONS

One-Time Charge: N/A
Usage charges are billed separately.

GENERAL

Work area space allocated at time of Event.

Supplement for Multivendor Information Technology Recovery Services (Continued)

EQUIPMENT CONFIGURATION

Customer Name: COOK COUNTY

Configuration

Number: 2177634
 Address: 118 N CLARK ST
 CHICAGO, IL 60602-1304

Processor: CLIENTSRV CPU

Recovery Site: Boulder C/S, CO

Supplement Number: CFTB8RF

DASD Gigabytes: 44640.000GB

Quantity or Units	Machine or Product	Model	Product Description
=====			

IBM Equipment:

1 XIVB BASE IBM XIV Storage System
 Includes: 6 interface modules, 3 data modules wih
 24 4Gb FC connections, 6 1 Gb iSCSI connections
 44,640 GBs usable capacity

24 HPDL580B BASE HP Server DL580B MP-3.0 DC
 Item: HP Proliant DL580 G4
 Includes: 4 Way SMP Architecture
 1 Intel 3Ghz Xeon MP Processors - Dual Core
 2GB Memory
 1 146 GB SCSI Hard Drive
 3.5" Diskette Drive
 DVD-ROM Drive
 Dual onboard 10/100/1000 Ethernet Adapter
 1 HP P400 SAS Array Controller
 **USB support

Note: The item listed above cannot be selected for temporary transfer.

1 HPDL580B MEM1 Add'l HPDL580B 2GB Memory
 24 HPDL580B PRC1 Add'l HPDL580B 3Ghz MP Prc DC
 30 HPDL580C BASE HP Server DL580C -3.4Ghz DC
 Item: HP Proliant DL580 G4
 Includes: 4 Way SMP Architecture
 1 Intel 3.4Ghz Xeon MP Processors - Dual Core
 4GB Memory
 1 146 GB SCSI Hard Drive
 DVD-ROM Drive
 Dual onboard 10/100/1000 Ethernet Adapter
 1 HP P400 SAS Array Controller
 **USB support

Note: The item listed above cannot be selected for temporary transfer.

7 HPDL580C MEM1 Add'l HPDL580C 4GB Memory
 30 HPDL580C PRC1 Add'l HPDL580C 3.4Ghz Prc DC
 14 IBMX3850A BASE IBM Server x3850A MP3.3Ghz DC
 Item: IBM x3850 Server - Dual Core

Includes: PCI-X and PCI-Express Architecture (6 Slots)
 1 Intel 3.3Ghz Xeon MP Processor

Supplement for Multivendor Information Technology Recovery Services (Continued)

EQUIPMENT CONFIGURATION

Customer Name: COOK COUNTY

Configuration

Number: 2177634
 Address: 118 N CLARK ST
 CHICAGO, IL 60602-1304

Processor: CLIENTSRV CPU

Recovery Site: Boulder C/S, CO

Supplement Number: CFTB8RF

DASD Gigabytes: 44640.000GB

Quantity or Units	Machine or Product	Model	Product Description
=====			

- 2 GB Memory
- 1 73.4 GB SCSI Hard Drive
- 3.5" Diskette Drive
- DVD Drive
- 1 Dual Integrated 10/100/1000MB Ethernet Adapter
- 1 IBM SAS Array Controller
- **USB support

Note: The item listed above cannot be selected for temporary transfer.

- 13 IBMX3850A MEM1 Add'l IBMx3850A 2 GB Memory
- 14 IBMX3850A PRC1 Add'l IBMx3850A-3.3Ghz Proc

Additional Intel 3.3Ghz Xeon MP processor - Dual Core

One processor is already included as part of the base server configuration.

- 45 IBMX3850B BASE IBM Server x3850B M22.93Gh QC
- Item: IBM x3850 Server - Quad Core

- Includes: PCI-Express Architecture (5 Slots)
- 1 Intel 2.93Ghz M2 Xeon Quad Core Processor
 - 4 GB Memory
 - 1 146 GB SAS Hard Drive
 - DVD Drive
 - 1 Dual Integrated 10/100/1000MB Ethernet Adapter
 - 1 IBM SAS Array Controller
 - **USB support

Note: The item listed above cannot be selected for temporary transfer.

- 47 IBMX3850B MEM1 Add'l IBMx3850B 4 GB Memory
- 18 IBMX3850B PRC1 Add'l IBMx3850B-2.93Ghz Proc

Additional Intel 2.93Ghz Xeon MP processor - Quad Core

One processor is already included as part of the base server configuration.

NOTE: Up to three additional processors can be selected per server.

- 2 IBMX445A BASE IBM Server x445A MP-2.8Ghz
- Item: IBM xSeries 445 Server

Supplement for Multivendor Information Technology Recovery Services (Continued)

EQUIPMENT CONFIGURATION

Customer Name: COOK COUNTY

Configuration

Number: 2177634
 Address: 118 N CLARK ST
 CHICAGO, IL 60602-1304

Processor: CLIENTSRV CPU

Recovery Site: Boulder C/S, CO

Supplement Number: CFTB8RF

DASD Gigabytes: 44640.000GB

Quantity or Units	Machine or Product	Model	Product Description
=====			

Includes: 8 Way SMP Architecture
 4 Intel 2.8Ghz Xeon MP Processors
 4 GB Memory
 73.4 GB SCSI Hard Drive
 3.5" Diskette Drive
 CD-ROM Drive
 1 Integrated 10/100Mb Ethernet Adapter
 1 IBM ServerRAID SCSI Controller
 1 Adaptec Single Ended SCSI Controller
 Supports 6-64 Bit PCI slots
 **USB support

Does not include: Operating System partitioning software

Note: The item listed above cannot be selected for temporary transfer.

2 IBMX445B BASE IBM Server x445B MP-3.0Ghz
 Item: IBM xSeries 445 Server

Includes: 8 Way SMP Architecture
 4 Intel 3.0Ghz Xeon MP Processors
 4 GB Memory
 73.4 GB SCSI Hard Drive
 3.5" Diskette Drive
 CD-ROM Drive
 1 Integrated 10/100Mb Ethernet Adapter
 1 IBM ServerRAID SCSI Controller
 1 Adaptec Single Ended SCSI Controller
 Supports 6-64 Bit PCI slots
 **USB support

Does not include: Operating System partitioning software

Note: The item listed above cannot be selected for temporary transfer.

72 PCOPT FC 14G2 IBM Server 146G Hard Drive
 79 PCOPT FC 146G CPQ/HP Server 146G Hard Drive

Compaq/HP 146GB Hard Drive

For use with the Compaq/HP Proliant Servers ONLY

21 PCOPT FC 73G2 IBM Server 73.4 Hard Drive
 5 PCWS-2800 BASE P4-2.8Ghz Desktop W/Wkspc
 Item: PC Desktop With Workspace, Phone, Chair,
 & Power For Office Equipment

Supplement for Multivendor Information Technology Recovery Services (Continued)

EQUIPMENT CONFIGURATION

Customer Name: COOK COUNTY

Configuration

Number: 2177634
 Address: 118 N CLARK ST
 CHICAGO, IL 60602-1304

Processor: CLIENTSRV CPU

Recovery Site: Boulder C/S, CO

Supplement Number: CFTB8RF

DASD Gigabytes: 44640.000GB

Quantity or Units	Machine or Product	Model	Product Description
=====			

Includes: PCI Architecture
 Pentium IV 2.8Ghz Processor
 1GB Memory, 100Mhz Bus
 40 GB IDE Hard Drive
 1 CD-ROM
 17" Color Monitor, Keyboard and Mouse
 Serial and Parallel Port
 10/100 Ethernet Adapter Included
 USB2 support

Note: This equipment cannot be selected for temporary transfer.

5 PRELOAD PC1 OS Preload For Desktop PC
 Includes: The pre-loading of a supported operating system for desktop PCs.

Supported operating systems are:

Microsoft Windows 2000 Professional
 Microsoft Windows XP Professional
 Microsoft Windows Vista Enterprise

117 PRELOAD SR1 OS Preload For Intel Server
 Includes: The pre-loading of a supported server operating system for Intel based servers.

Supported operating systems are:

Microsoft Windows 2000 Server
 Microsoft Windows 2000 Advanced Server
 Microsoft Windows 2003 Standard Edition-32 R2
 Microsoft Windows 2003 Enterprise Edition-32 R2
 Microsoft Windows 2003 Standard Edition-64 bit R2
 Microsoft Windows 2003 Enterprise Edition-64 bit R2
 Windows Server 2008 Standard 32 Bit (Full Installation)
 Windows Server 2008 Enterprise 32 Bit (Full Installation)
 Windows Server 2008 Standard 64 Bit (Full Installation)
 Windows Server 2008 Enterprise 64 Bit (Full Installation)

VMWare ESX 2.5.x
 VMWare ESX 3.0.x
 VMWare ESX 3.5.x
 VMWare vSphere 4 Enterprise Plus

Supplement for Multivendor Information Technology Recovery Services (Continued)

EQUIPMENT CONFIGURATION

Customer Name: COOK COUNTY

Configuration

Number: 2177634
Address: 118 N CLARK ST
CHICAGO, IL 60602-1304

Processor: CLIENTSRV CPU

Recovery Site: Boulder C/S, CO

Supplement Number: CFTB8RF

DASD Gigabytes: 44640.000GB

Quantity or Units	Machine or Product	Model	Product Description
=====			

Please refer to the associated attachment regarding the preload of a server operating system.

Network Lines: NONE

Non-IBM Equipment:

52 FCSBLDA PORT FC Switch Port
Includes: 1 Fibre Channel switch port for SAN/FC connectivity

Note: - All devices i.e. hosts, storage that are required in a SAN must have 1 Fibre channel port.

15 PCOPT FC FC10 Emulex LP11002 PCI-Xpress FC
Emulex LP1102 - Dual Port fiber adapter
2 PCOPT FC FC3 Emulex LP9000 PCI FC Adapter

Emulex LP9000 Series FC PCI Adapter

Supplement for Multivendor Information Technology Recovery Services

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Customer Name and Address:
COOK COUNTY

69 W WASHINGTON STE 2700
CHICAGO, IL 60602-3014

IBM Address for Notices:
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IBM Corporation
PO Box 700
Suffern, NY 10901-0700

Covered Address:
118 N CLARK ST
CHICAGO, IL 60602-1304

REFERENCE NUMBERS

Agreement:
Customer: 2177634
Enterprise: 2165000

CONTRACT PERIOD

Start Date: 09/24/10
End Date: 09/23/13

SUPPLEMENT

Number: CFTB82F
Effective Date: 09/24/10
Revision (yes/no): No
Renewal (yes/no): No

Primary Recovery Site
Boulder, CO

MONTHLY CHARGES

Total Monthly Charge: \$ 4,555
Minimum Total Monthly Charge: \$ 4,555

RECOVERY CHARGES

Initial Recovery Charge: \$ 10,110
Day(s) Included in Initial Recovery Charge: 2
Daily Recovery Charge per day thereafter: \$ 4,555

RECOVERY EXERCISE

Initial Contract Period Year 1 - Total Hours: 48
Number of Exercises: 1
Each subsequent twelve-month period - Total Hours: 48
Number of Exercises: 1
Additional Recovery Exercise time, per 4-hr block: \$ 1,366
Additional Recovery Exercises, per exercise: \$ 1,000

TELECOMMUNICATIONS

One-Time Charge: N/A
Usage charges are billed separately.

GENERAL

Work area space allocated at time of Event.

Supplement for Multivendor Information Technology Recovery Services (Continued)

EQUIPMENT CONFIGURATION

Customer Name: COOK COUNTY

Configuration

Number: 2177634
 Address: 118 N CLARK ST
 CHICAGO, IL 60602-1304

Processor: NULLCPU STOR

Recovery Site: Boulder, CO

Supplement Number: CFTB82F

DASD Gigabytes: 25696.000GB

Quantity or Units	Machine or Product	Model	Product Description
=====			

IBM Equipment:

- 1 DS8100F BASE IBM TotalStorage DS8100
 Includes: Dual two-way processor-complex, 64 GB processor memory, and one 16-pack of 146 GB disk drives providing 2336 GB physical unprotected capacity.
- 6 DS8100F DISK IBM DS8100 Physical Capacity
 Includes: One 16-pack of 146 GB disk drives providing 2336 GB additional physical unprotected capacity on DS8100F BASE.
 Prerequisite: DS8100F BASE configuration.
- 2 DS8100F FCON IBM DS8100 FICON Host Adapter
 Includes: One four-port FICON Host Adapter on DS8100F BASE.
 Prerequisite: DS8100F BASE configuration.
- 1 DS8100F FCS 4 Port Fibre Channel Adapter
 Includes: 4 ports of Fibre Channel Host Connectivity.
- 1 DS8100F PAV IBM DS8100 PAV Authorization
 Includes: Parallel Access Volume authorization on DS8100F BASE.
 Prerequisite: DS8100F BASE configuration.
- 1 DS8100H BASE IBM TotalStorage DS8100
 Includes: Dual two-way processor-complex, 64 GB processor memory, and one 16-pack of 146 GB disk drives providing 2336 GB physical unprotected capacity.
- 3 DS8100H DISK IBM DS8100 Physical Capacity
 Includes: One 16-pack of 146 GB disk drives providing 2336 GB additional physical unprotected capacity on DS8100H BASE.
 Prerequisite: DS8100H BASE configuration.
- 2 DS8100H FCON IBM DS8100 FICON Host Adapter
 Includes: One four-port FICON Host Adapter on DS8100H BASE.
 Prerequisite: DS8100H BASE configuration.
- 1 DS8100H FCS 4 Port Fibre Channel Adapter
 Includes: 4 ports of Fibre Channel Host Connectivity.
- 1 DS8100H PAV IBM DS8100 PAV Authorization
 Includes: Parallel Access Volume authorization on DS8100H BASE.
 Prerequisite: DS8100H BASE configuration.
- 7 3490 X40 Tape Cartridge Unit E-Series
 Includes: 1 - 3490 A20 Control Unit per 4 - 3490 X40.
 Each unit of 3490 X40 contains (4) 36-Track Drives.
- 1 3494I BASE IBM 3494 Tape Library
 Includes 3494-L14 with 10 cartridge I/O station and 140 cartridge capacity.
- 2 3494I S10 IBM 3494-S10 Tape Storage
 Adds one 3494-S10 tape storage to 3494I BASE with 360 cartridge capacity.
 Prerequisite: 3494I BASE configuration.
- 8 3494I-FCN E1A IBM 3590-E1A Tape Drive

Supplement for Multivendor Information Technology Recovery Services (Continued)

EQUIPMENT CONFIGURATION

Customer Name: COOK COUNTY

Configuration

Number: 2177634
 Address: 118 N CLARK ST
 CHICAGO, IL 60602-1304

Processor: NULLCPU STOR

Recovery Site: Boulder, CO

DASD Gigabytes: 25696.000GB

Supplement Number: CFTB82F

Quantity or Units	Machine or Product	Model	Product Description
=====			

- | | | | |
|---|--------|-----|--|
| 1 | | | Adds one 3590-E1A tape drive to 3494I BASE supported on a
3590-A60 FICON tape controller.
Provides 260 cartridge capacity per 4 drives.
Prerequisite: 3494I BASE configuration.
3494I-VT1 BASE IBM 3494-B18 VTS (B1A)
Adds first 3494-B18 Virtual Tape Server to 3494I BASE
Includes HPO, Advanced Function, PAF, 4 ESCON ports,
864 GB cache using 3:1 compression, 6 3590-B1A
tape drives, 230 cartridge capacity,
and 64 Virtual Tape Drives.
Prerequisite: 3494I BASE configuration. |
| 8 | 3590LS | E11 | Magstar Tape Drive
Includes: One 3590-A60 Control Unit per 4 3590LS E11 drives.
Provides 1 drive and Extended Media Support. |

Network Lines: NONE

Non-IBM Equipment: NONE

Supplement for Multivendor Information Technology Recovery Services

The terms of the Cook County Contract for Countywide Business Continuity Plan and Disaster Recovery Services apply to this Supplement.

Customer Name and Address:
COOK COUNTY

69 W WASHINGTON STE 2700
CHICAGO, IL 60602-3014

IBM Address for Notices:
Attn: BCRS Contract Operations
IBM Corporation
PO Box 700
Suffern, NY 10901-0700

Covered Address:
118 N CLARK ST
CHICAGO, IL 60602-1304

REFERENCE NUMBERS

Agreement:
Customer: 2177634
Enterprise: 2165000

CONTRACT PERIOD

Start Date: 09/24/10
End Date: 09/23/13

SUPPLEMENT

Number: CFTCGSF
Effective Date: 09/24/10
Revision (yes/no): No
Renewal (yes/no): No

Primary Recovery Site
Boulder, CO

MONTHLY CHARGES

Total Monthly Charge: \$ 9,110
Minimum Total Monthly Charge: \$ 9,110

RECOVERY CHARGES

Initial Recovery Charge: \$ 9,643
Day(s) Included in Initial Recovery Charge: 2
Daily Recovery Charge per day thereafter: \$ 4,083

RECOVERY EXERCISE

Initial Contract Period Year 1 - Total Hours: 48
Number of Exercises: 1
Each subsequent twelve-month period - Total Hours: 48
Number of Exercises: 1
Additional Recovery Exercise time, per 4-hr block: \$ 600
Additional Recovery Exercises, per exercise: \$ 1,477

TELECOMMUNICATIONS

One-Time Charge: N/A
Usage charges are billed separately.

GENERAL

Work area space allocated at time of Event.

Supplement for Multivendor Information Technology Recovery Services (Continued)

EQUIPMENT CONFIGURATION

Customer Name: COOK COUNTY

Configuration

Number: 2177634
 Address: 118 N CLARK ST
 CHICAGO, IL 60602-1304

Processor: NULLCPU NET

Recovery Site: Boulder, CO
 Supplement Number: CFTCGSF

Quantity or Units	Machine or Product	Model	Product Description
=====			

IBM Equipment:

1 REMCONS PKG1 Hotsite Remote Console Access
 Includes: Console infrastructure access
 Support for Serial and GUI Users
 Secure Access/Firewall Front End

Network Lines:

1 INT/CUST IP Customer Provided IP Address
 Includes: - Customer provided IP addresses routed to the IBM
 provided recovery facility
 - Coordination with a mutually agreed upon Internet
 Service Provider (ISP) for re-direction of Internet
 traffic to the IBM recovery facility.
 - ISP and bandwidth must be selected separately
 using the INT/MM <ISP> entry.

Notes:

- This Internet solution uses shared resources available to customers at all recovery locations in the U.S. The additional Internet Access terms in your contract apply.
- Available during recovery exercise or outage emergency only.

100 INT/MM ATT MultiMegabit Internet Access
 Includes: - AT&T ISP
 - Must select INT/CUST IP for customer IP address
 redirect
 - Local access to ISP point of presence from the IBM
 provided recovery facility.
 - Network interface equipment and IP router at
 the IBM provided recovery facility.
 - Wide area network interface and appropriate
 Ethernet port on IP router.
 - 29 registered IP addresses from a shared address
 pool for testing purposes. For additional test
 addresses subscribe to INT/ADDR XYZ.

Notes:

- Each selection of Qty 1 is equivalent to 1Mb Internet Access
- This Internet solution uses shared resources available to customers at all recovery locations in the U.S. The additional Internet Access terms in your contract apply.
- Available during recovery exercise or outage emergency only.

2 IRN/5M/FE CHI Intersite RecoveryNet
 Includes: - Network connectivity between two Business Continuity
 and Resiliency Services Centers.
 - 100BaseT Ethernet support at Bandwidth: 5Mb per
 contracted quantity of 1

Supplement for Multivendor Information Technology Recovery Services (Continued)

EQUIPMENT CONFIGURATION

Customer Name: COOK COUNTY

Configuration

Number: 2177634
 Address: 118 N CLARK ST
 CHICAGO, IL 60602-1304

Processor: NULLCPU NET

Recovery Site: Boulder, CO

Supplement Number: CFTCGSF

Quantity or Units	Machine or Product	Model	Product Description
=====			

Notes: - This solution uses shared resources available to customers at all Business Continuity and Resiliency Services locations.

- Total bandwidth allocated can not exceed 45Mb over multiple contracted entries.

1 LAN/CONN5 FE VLAN Connection Service
 Includes: - (5) VLANs (Virtual Local Area Networks), per quantity selected, between two Business Continuity and Recovery Services sites.

- VLANs will be configured on a 100BaseT Ethernet port
 Note: This provides access only, bandwidth must be selected separately.

1 LINE/MG T1 DS1 access to Mail-gard
 Includes:

- DS-1 Connectivity from the BCRS Center to the P&MS Location specified in the P&MS Addendum.
- Terminating router at BCRS Center allocated from the BCRS shared inventory.

1 LNKQ/COOK CHI DS3 Transport
 Includes: - Termination of Customer Owned DS3 Access Circuit for Cook County at the IBM/BCRS Network Point of Presence in Chicago.

- Transport service to an IBM Business Continuity and Resiliency Services Center for Test or Recovery.

1 WEBVPN 10 Remote Access SSL WebVPN
 Includes: Remote access to the IBM recovery center via customer web browser.

- 10 UserID's
- Broadband (Internet) gateway with appropriate microcode at IBM recovery center.
- private 192.168.net addresses will be assigned to users.
- IBM design of IP tunneling function between customer end-user device(s) and SSL VPN gateway at IBM recovery center.

NOTES:

- IBM will provide certain configuration parameters including userid and password for use during exercise and outage.
- Customer is responsible for providing Internet Explorer or Netscape web browser on their end user PCs.
- Customer is responsible for providing Internet access for their end users.
- Customer agrees to comply with prerequisites and implement instructions provided.

Supplement for Multivendor Information Technology Recovery Services (Continued)

EQUIPMENT CONFIGURATION

Customer Name: COOK COUNTY

Configuration

Number: 2177634

Processor: NULLCPU NET

Address: 118 N CLARK ST

CHICAGO, IL 60602-1304

Recovery Site: Boulder, CO

Supplement Number: CFTCGSF

Quantity or Units	Machine or Product	Model	Product Description
=====			

Non-IBM Equipment:

- 1 CIASA 5540 Cisco Adaptive Security Appl
- Includes: Cisco Adaptive Security Appliance 5540 with:
 - (4) 10/100/1000 Copper Ethernet interfaces
 - (1) 10/100 management FastEthernet interface
 - 2GB DRAM
 - 5000 VPN peers
 - Adaptive Inspection and Prevention Security Services Module 20 (AIP-SSM-20)
 - (2) Virtual Firewall contexts
 - (2) SSL VPN licenses

Notes:

- Additional SSL/VPN Licenses must be contracted seperately.

- 1 CIRTR FC VTRP 4-Port Token Ring
- 1 CIRTR FC VT3 1-Port T3 Port Adapter
- 1 CIRTRG1 7206 Cisco 7206 NPE-G1 Router
- Includes: CISCO7206VXR 6 Slot Chassis With:
 - NPE-G1
 - 1GB DRAM
 - 256MB FLASH
 - 2 Power supplies
 - 32MB Packet Memory
 - SA-VAM2 - VPN Accelerator Module 2
 - 3 10/100/1000 Copper Ethernet Ports
 - Current Cisco 7200 IOS IP/FW/IDS IPSEC 3DES

Supplement for Multivendor Information Technology Recovery Services

The terms of the Cook County Contract for Countywide Business Continuity Plan and Disaster Recovery Services apply to this Supplement.

Customer Name and Address:
COOK COUNTY

69 W WASHINGTON STE 2700
CHICAGO, IL 60602-3014

IBM Address for Notices:
Attn: BCRS Contract Operations
IBM Corporation
PO Box 700
Suffern, NY 10901-0700

Covered Address:
118 N CLARK ST
CHICAGO, IL 60602-1304

REFERENCE NUMBERS

Agreement:
Customer: 2177634
Enterprise: 2165000

CONTRACT PERIOD

Start Date: 09/24/10
End Date: 09/23/13

SUPPLEMENT

Number: CFTCV9F
Effective Date: 09/24/10
Revision (yes/no): No
Renewal (yes/no): No

Primary Recovery Site
Chicago C/S, IL

MONTHLY CHARGES

Total Monthly Charge: \$ 1,250
Minimum Total Monthly Charge: \$ 1,250

RECOVERY CHARGES

Initial Recovery Charge: \$ 4,048
Day(s) Included in Initial Recovery Charge: 2
Daily Recovery Charge per day thereafter: \$ 1,231

RECOVERY EXERCISE

Initial Contract Period Year 1 - Total Hours: 48
Number of Exercises: 1
Each subsequent twelve-month period - Total Hours: 48
Number of Exercises: 1
Additional Recovery Exercise time, per 4-hr block: \$ 605
Additional Recovery Exercises, per exercise: \$ 1,586

TELECOMMUNICATIONS

One-Time Charge: N/A
Usage charges are billed separately.

GENERAL

Work area space allocated at time of Event.

Supplement for Multivendor Information Technology Recovery Services (Continued)

EQUIPMENT CONFIGURATION

Customer Name: COOK COUNTY

Configuration

Number: 2177634

Processor: WKAC CHI

Address: 118 N CLARK ST
CHICAGO, IL 60602-1304

Recovery Site: Chicago C/S, IL

Supplement Number: CFTCV9F

Quantity or Units	Machine or Product	Model	Product Description
=====			

IBM Equipment:

1	WKAC	CHI	Workarea Recovery
50	PCWS-266Q	PKGA	QC-2.66Ghz Desktop W/Wkspc Includes workspace equipped with a PC and voice services Includes: Intel Core 2 Quad 2.66Ghz Processor 2GB Memory 250GB SATA Hard Drive 1 DVD-ROM Color Monitor W/20" viewable screen size Monitor supports 1600x1200 resolution and 1000:1 contrast ratio Keyboard and Mouse Gigabit Ethernet Adapter USB Ports Includes the preloading of a supported customer hard drive image.

Voice services for Call Centers and individuals

Includes:

- The answering and queuing of incoming calls
- Voicemail
- The creation and use of pre programmed and stored call flow scripts that make use of Automatic Call Distribution, skills based routing, Interactive Voice Response functions, and DID redirection to deliver calls to agents and non agents.
- Real time data and historical reporting
- Agent recording and supervisory monitoring functions
- Basic IVR script for employee interactive emergency response
- There is a \$265 per hour charge to create scripts and to modify existing scripts.

Network Lines:

1	LAN/CONNS	FE	VLAN Connection Service Includes: - (5) VLANs (Virtual Local Area Networks), per quantity selected, between two Business Continuity and Recovery Services sites. - VLANs will be configured on a 100BaseT Ethernet port Note: This provides access only, bandwidth must be selected separately.
2	INT/MM	IBMV	Bandwidth for VOICE SVC Network for voice applications Includes: - Bandwidth and one ethernet port at the IBM provided recovery facility.

Supplement for Multivendor Information Technology Recovery Services (Continued)

EQUIPMENT CONFIGURATION

Customer Name: COOK COUNTY

Configuration

Number: 2177634
 Address: 118 N CLARK ST
 CHICAGO, IL 60602-1304

Processor: WKAC CHI

Recovery Site: Chicago C/S, IL

Supplement Number: CFTCV9F

Quantity or Units	Machine or Product	Model	Product Description
=====			

Notes:

- Each selection of Qty 1 is equivalent to 1Mb
- This network solution uses shared resources available to customers at all recovery locations in the U.S. The additional Internet Access terms in your contract apply.

Non-IBM Equipment:

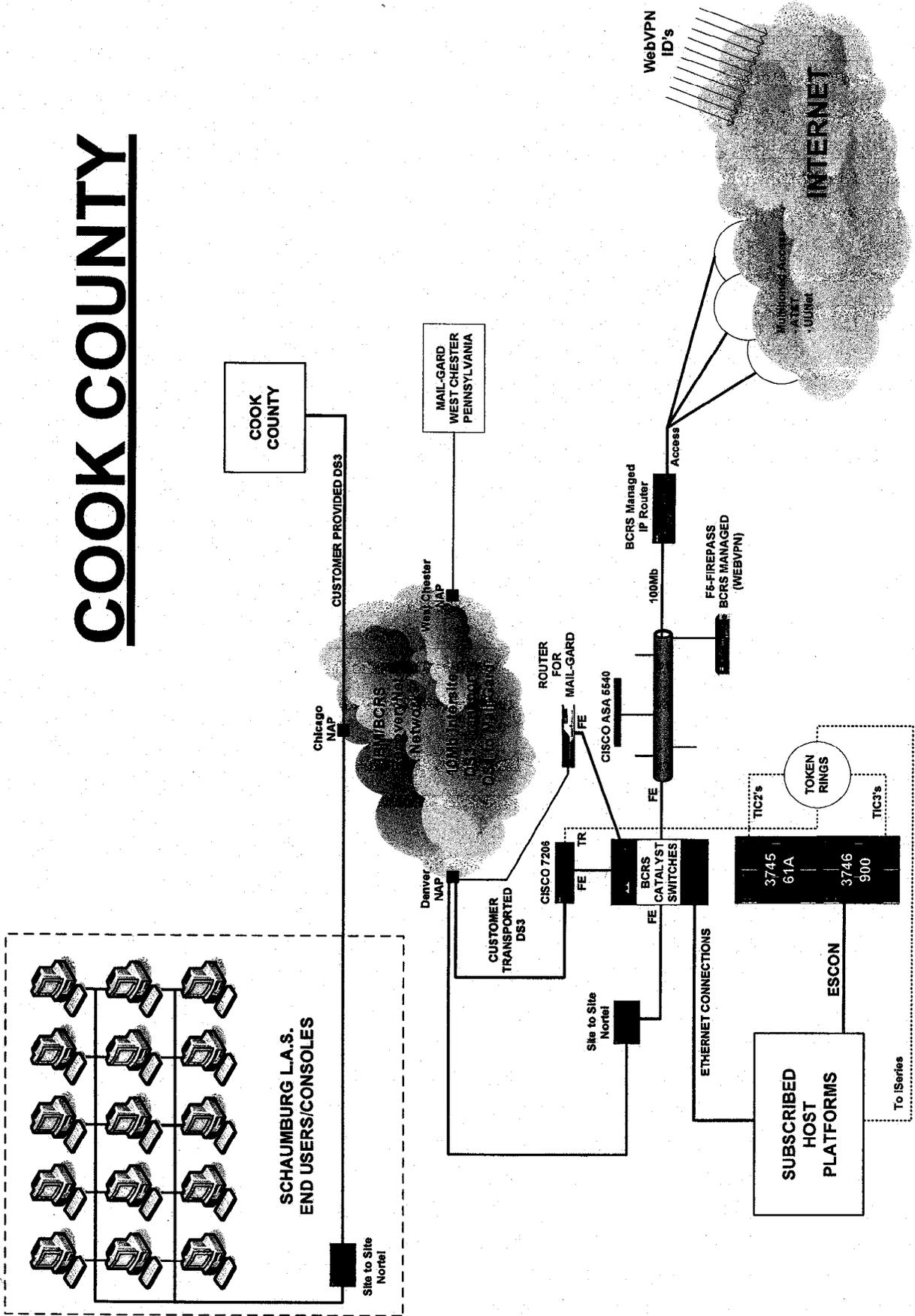
- | | |
|----|--|
| 1 | HP9000DN PRT1 HP9000 Series L'Jet 64MB Eth
/HP9000 Series LaserJet Printer
/Ethernet connectivity included
/64MB Memory, 50PPM |
| 1 | FAX VFS Virtual Fax Service
Includes:
(5) five fax server ports
Up to (5) five pilot/target DID numbers
Each DID number has access to all 5 ports
Web Interface to send and receive; Print Client for send
Delivery of fax tiff files to up to 5 fax mailboxes
up to 5 e-mail addresses for outgoing fax documents
access to a common area fax machine |
| 50 | TELEPHONE HSET Telephone Headset |

Equipment Selected for Temporary Transfer:

- | | |
|---|--|
| 1 | PCWS-266Q RMT1 QC-2.66Gh Desktop Remote Ship
Item: IBM PC Desktop - Remote ship |
| | Includes: Intel Core 2 Quad 2.66Ghz Processor
2GB Memory
250 GB SATA Hard Drive, DVD-ROM DRIVE
20" Color Monitor, Keyboard and Mouse
Gigabit Ethernet Adapter Included |

Note: This equipment can ONLY be used to support the Workplace Recovery Services image offering for a non-disaster event.

COOK COUNTY



BOULDER RECOVERY CENTER

EXHIBIT B-4

STATEMENT OF WORK FOR CONSULTING SERVICES

Exhibit B-4

Statement of Work for Consulting Services relative to the Cook County Countywide Business Continuity Plan and Disaster Recovery Services Contract

The Statement of Work includes the following subsections:

- Scope of Services
- IBM Responsibilities
- Cook County Responsibilities
- Estimated Schedule
- Deliverable Materials
- Completion Criteria
- Charges
- Other Terms and Conditions

Changes to this Statement of Work will be processed in accordance with the procedure described in Appendix C, "Project Change Control Procedure". The investigation and the implementation of changes may result in modifications to the Estimated Schedule, Charges, or other terms of this Statement of Work.

The following are incorporated in and made part of this Statement of Work:

- Appendix A, "Deliverable Materials Guidelines"
- Appendix B, "Deliverable Material Acceptance Process"
- Appendix C, "Project Change Control Procedure"
- Appendix D, "Escalation Procedure"

1.0 Scope of Services

The scope is provide business resilience planning and execution assistance to Cook County

The objectives of this project are:

- Development of a Business Continuity Plan
- Development of an enterprise-wide Crisis Management Plan
- Development of Data Center Business Recovery Plan
- Development of Technical Recovery Procedures
- Development of Application Recovery Procedures

1.1 Key Assumptions

This Statement of Work, and IBM's estimates to perform are based on the following Key Assumptions. Deviations that arise during the proposed project will be managed through the procedure described in Appendix C, "Project Change Control Procedure".

1. This Statement of Work addresses only the Cook County location(s) in Chicago, IL.
2. This Statement of Work addresses the following current environment :
 - System Platforms – IBM zSeries (10 LPAR), iSeries (2 LPAR), Intel with and without VMware (~200 total / 118 physical)
 - Operating Systems – zOS, OS/400, Windows 2000 Server, and Windows 2003 Server
 - Shared Services Applications (for example) – Active Directory, DNS, DHCP, LDAP, Exchange
 - Backup Utilities – TSM and BRMS
 - Database Management Systems – DB2, IMS and SQL Server

- Network – LAN and WAN
3. IBM's findings, conclusions, and recommendations are based on the information Cook County provides to IBM and on IBM BCRS' professional experiences.
 4. This Statement of Work covers the following ten (10) Business functions/Departments in support of the Business Continuity Plan:
 - Offices under the President
 - Bureau of Finance
 - Assessor
 - Chief Judge
 - Circuit Court Clerk
 - County Clerk
 - Recorder of Deeds
 - Sheriff
 - State's Attorney
 - Treasurer
 5. Ten (10) IT functions are to be included in the Disaster Recovery Plan (TBD during Project Initiation phase)
 6. The ten (10) critical applications in scope for the application recovery procedures will be determined mutually with Cook County representatives.

2.0 IBM Responsibilities

The specific Services to be provided under this Statement of Work are described in this section.

2.1 IBM General Responsibilities

- a. IBM will provide Services under this Statement of Work during normal business hours, 8:00 a.m. to 5:00 p.m. (local time) Monday through Friday, except IBM holidays, unless otherwise specified. A list of identified 2010 (2011 are yet to be published – will be provided when available) holidays are included: (IBM US observes 6 national holidays):
 - i. New Year's Day – Friday, January 1, 2010
 - ii. Memorial Day – Monday, May 31, 2010
 - iii. Independence Day – Monday, July 5, 2010 (observed)
 - iv. Labor Day – Monday, September 6, 2010
 - v. Thanksgiving Day – Thursday, November 25, 2010
 - vi. Christmas Day – Friday, December 24, 2010 (observed)
 - vii. New Year's Day – Friday, Jan 3, 2011 (observed)
- b. Some of the Services may be performed by an IBM subcontractor, subject to the approval of Cook County. If an IBM subcontractor assists with the project, IBM is solely responsible for completion of the work described herein and compliance with the terms hereof and coordinating any involvement of IBM subcontractors who may be engaged to assist IBM in accomplishing the work described herein.

2.2 Project Management

Description: The objective of this task is to provide an individual ("IBM Project Manager") to provide direction and control of IBM project personnel, and to establish a framework for project communications, reporting, procedural and contractual activity. The major sub tasks are:

1. Review this SOW, and any associated documents, with the Cook County Project Manager;
2. Coordinate and manage the activities of IBM project personnel;
3. Maintain project communications through the Cook County Project Manager;
4. Establish documentation and procedural standards for the development of this project;

5. Prepare a Project Plan at the onset of this project for performance of this Statement of Work. The Project Plan will define tasks, schedule and responsible person(s) or organization(s) for each milestone;
6. Conduct bi-weekly project status meetings;
7. Prepare and submit monthly Status Reports;
8. Review and administer the Project Change Control Procedure with the Cook County Project Manager.

Completion Criteria: This task will be complete when the other tasks described as IBM Responsibilities have been completed, according to their completion criteria, or IBM has met the criteria defined in the Completion Criteria section of this Statement of Work.

Deliverable Material: Status Report (bi-weekly) and Project Plan

2.3 Development of Business Continuity Plan

Description: To develop the Business Continuity Plan. This Plan will identify and develop the strategies and implementation tasks needed to recover the multiple Cook County Departments. A Plan owner should be identified at the very start of this activity, who will then assume responsibility for the Plan as soon as it is completed. The plan will be tailored and incorporated into the Business Continuity Plan. IBM will provide skills transfer to the Business Continuity team; as defined, during this process.

The sub tasks are:

1. Facilitate a Business Continuity Plan Development working session:
 - a) Identify activities, responsible persons, and due dates
 - b) Review and customize data collection template
 - c) Review and customize the Business Continuity Plan template to be utilized for plan development
 - d) Determine Data Collection schedule and time frame
 - e) Distribute and collect Data Collection surveys
2. Conduct workshops to develop and document the following:
 - a) Notification procedures
 - b) Customer Service teams, personnel, contact information
 - c) Identify unique departmental requirements (special equipment/software, special access requirements, third party connectivity) ,that are needed for recovery
 - d) Vital records protection method and frequency
 - e) Manual procedures*

* Manual Procedures, developed by Cook County personnel or subcontractors, will be incorporated into the Plan
 - f) Normal operating environment
 - g) Emergency operating environment
 - h) How the Business Continuity Plan will be invoked and executed
 - i) Required tasks, personnel assigned, and time lines
 - j) Procedures for disaster notification and relocation to the hot site
 - k) Maintenance and Testing
 - Scope
 - Objectives
 - Measurement criteria
 - Recording of results
 - Implementation plan
 - Post exercise review
 - l) Relocation Plan
 - m) Return to Normal Operations

3. Review draft of the updated Business Continuity Plan with the Cook County Project Manager;
4. Conduct one (1) tabletop exercise to validate the Business Continuity Plan and develop criteria for the test plan;
5. Perform single edit and produce final Business Continuity Plan;
6. Prepare and conduct a Management Review Session.

Completion Criteria: This task is complete when the Business Continuity Plan has been delivered and accepted in accordance with Appendix B – Deliverable Materials Acceptance Procedure by the Cook County Project Manager; or IBM has met the criteria defined in the Completion Criteria section of this Statement of Work.

Deliverables:

- Business Continuity Plan

Cook County Responsibilities:

1. Cook County will assign a Plan Owner for the Business Continuity Plan
2. Cook County will provide existing manual procedures and develop manual procedures as necessary to maintain business processes for Cook County operations.
3. Cook County will schedule up to ten (10) interview sessions with a maximum of three (3) participants per session, for a maximum of two (2) hours per interview.
4. Cook County will provide required documentation
5. Cook County will conduct information gathering effort
6. Cook County will review draft Business Continuity Plan
7. Cook County will participate in the Management Review Session

Assumptions:

This task is based on the following assumptions, in addition to those listed in the “General Assumptions” section of this SOW:

1. Cook County is responsible to ensure assigned activities are completed on time to meet the Project Work Plan schedule
2. Cook County is responsible to identify possible strategy options/facilities that can be utilized by the Cook County Offices for recovery.
3. Cook County will provide support personnel to be responsible providing information to be included in the plan. Examples: personnel information, equipment/office lists, vital records, vendor contacts, emergency external contacts, and directions to alternate sites.

2.4 Development of Crisis Management Plan

Description: In the event of an incident, provide the framework with procedures in place in order to maintain control and restore order. The Crisis Management Plan must be integrated with Business Continuity operations and IT Disaster Recovery operation decision making guidelines. IBM will bring to this engagement its methodology, expertise, experience and best practices in the areas of business continuity, disaster recovery and crisis management to work with Cook County in meeting its goals in Crisis Management development and implementation. Cook County requires guidance regarding the required policies, command structure and procedures to support a viable crisis response program in their global environment.

The sub tasks are:

1. Review and assess current crisis management procedures and processes:
 - Incident notification;

- Escalation plan;
 - Incident declaration;
 - Internal notification policies and procedures;
 - (1) Board of Directors
 - (2) Executive Management
 - (3) Employees
 - (4) Next of Kin
 - External notification policies and procedures;
 - (1) Emergency Services;
 - (2) Public Media;
 - (3) Medical Services;
 - (4) Recovery and Salvage Services;
 - (5) Construction Services;
 - (6) Transportation Services;
 - (7) Security Services;
 - (8) Insurance Providers;
 - (9) Vendors;
 - (10) Grief Counselors;
 - (11) Recruiters;
 - (12) Staffing Services;
 - (13) Others as appropriate and mutually agreed upon
2. Provide direction and assist in development of Crisis Management support structure, roles and responsibilities;
 3. Provide direction and assist in development of Crisis Management Program policies and procedures;
 4. Develop a single Crisis Management Plan;
 5. IBM will assist with crisis management exercise for each site, provide an observatory role during the exercise and provide feedback:
 - Distribute exercise procedures;
 - Conduct employee training;
 - Schedule exercise;
 - Conduct exercise;
 - Perform post-exercise review;
 - Make any necessary modifications to the plan; and
 - Prepare and present exercise report.

Completion Criteria: This task is complete when the Crisis Management Program Policies and Procedures Guidelines, Crisis Management Plan and the Crisis Management Drill Exercise Report have each been delivered and accepted in accordance with Appendix B – Deliverable Materials Acceptance Procedure by the Cook County Project Manager; or IBM has met the criteria defined in the Completion Criteria section of this Statement of Work.

Deliverable Materials:

- Crisis Management Program Policies and Procedures Guidelines
- Crisis Management Plan
- Crisis Management Drill Exercise Report

Cook County Responsibilities:

1. Cook County will participate in mock exercise for up to three (3) hours, to include up to twelve (12) people.

2. Cook County will participate in post-exercise review session up to two (2) hours to include up to twelve (12) people.
3. Cook County will schedule and participate in up to two (2) data collection workshops. Each session will be for up to two (2) hours to include up to two (2) people.
4. Cook County will schedule and participate in up to three (3) hours in interview time with respect to policy and procedure.

Assumptions:

This task is based on the following assumptions, in addition to those listed in the "Key Assumptions" section of this proposal:

1. Cook County will identify and schedule the personnel that are to participate in this phase.

2.5 Technical Recovery Procedure Development

Description: IBM BCRS will review the implemented backup and recovery processes to validate recovery strategies to be implemented and will develop and/or modify the Technical Recovery Procedures for the systems and servers as identified in Section 1.1.

The sub tasks are:

1. Conduct a Procedures Development Meeting;
2. Review the implemented backup and recovery processes and procedures;
3. Conduct Procedure Development interviews;
4. Develop and/or modify Technical Recovery Procedures with detailed steps to recover the in scope technology identified in Section 1.1;
5. Review completed Technical Recovery Procedures with Cook County technical staff for clarity and completeness;
6. In accordance with Appendix B, revise the Technical Recovery Procedures based upon the results of the review with Cook County technical staff.

Completion Criteria: This task is complete when the Technical Recovery Procedures have been delivered and accepted in accordance with Appendix B – Deliverable Materials Acceptance Procedure by the Cook County Project Manager; or IBM has met the criteria defined in the Completion Criteria section of this Statement of Work.

Deliverables:

- Technical Recovery Procedures - for the systems and servers as identified in Section 1.1

Cook County Responsibilities:

1. Cook County will participate in the Procedures Development Meeting and various review sessions.
2. Cook County will provide the Technical Recovery Procedures, if they exist, to restore all databases residing on the systems and servers listed in Section 1.1
3. Cook County will provide the Technical Recovery Procedures, if they exist, to restore the Cook County network environment.
4. Cook County will provide configuration data for the systems and servers listed in Section 1.1 to be included in the Technical Recovery Procedures documentation work effort.
5. Cook County will provide the Technical Recovery Procedures, if they exist, to validate and synchronize Cook County restored systems, applications and data, and for the ongoing operations support of Cook County restored environment.

6. Cook County will notify IBM BCRS of any changes made during the Technical Recovery Procedures development activity that may affect Cook County recoverability.

Assumptions:

This task is based on the following assumptions, in addition to those listed in the "Key Assumptions" section of this Proposal:

1. Technical Recovery Procedures will be developed with the Recovery Strategy being designed as recovery being performed at a BCRS facility.
2. Technical Recovery Procedures will be developed for the existing recovery solutions that have been implemented to support the systems and servers listed in Section 1.1. Technical Recovery Procedures required for future recovery strategies will be addressed by invoking the Project Change Control Procedure.
3. Procedures to validate and synchronize server application data and databases are outside the scope of this Proposal. An example of a server application is SQL or Exchange. An example of a database is DB2 or Oracle. Additional procedures must be provided by Cook County to verify the data restoration and synchronization of these applications and databases.
4. The methods used for backup of all databases will be assumed valid for proper restoration of all database data and successive operation.
5. A particular procedure is considered valid if the same process is executed on any given server of the same type and the process is successful. For example, if a procedure for recovering the operating system for server A is the same as servers B, C, and D, then if the operating system recovery server A is completed using the corresponding procedures, then this process is also validated for servers B, C, and D.
6. Factors outside the scope of the Technical Recovery Procedures are:
 - Validity of the backup data or corrupt backup data
 - Absence of backup data needed for the restore process
 - Absence of tape media containing backup data
 - Server configuration errors
 - Incorrect server configuration data
 - Lack of LAN or WAN connectivity or failures within the LAN/WAN infrastructure
 - Hardware failures
 - Software failures

2.6 Data Center Business Recovery Plan Development

Description: To develop the Data Center Business Recovery Plan. This Plan will document the implementation tasks needed to recover the IT environment in the required timeframe. A Plan Owner should be identified at the very start of this activity, who will then assume responsibility for the Plan as soon as it is completed.

The sub tasks are:

1. Conduct a Plan Development Meeting;
2. Develop structure and format of the Plan;
3. Distribute data collection package;
4. Conduct interviews;
5. Identify Disaster Declaration procedures;
6. Identify Alternate Site procedures;
7. Identify Vital Records procedures;
8. Finalize recovery teams and responsibilities;
9. Identify Backup Procedures*;
10. Identify Recovery Procedures*;

* Procedures, provided by Cook County will be incorporated into the Plan.

11. Develop Implementation Plan:
 - How the Plan will be invoked and executed
 - Required tasks, personnel assigned, and time lines
 - Procedures for disaster notification
12. Develop Recovery Exercise Plan:
 - Scope
 - Objectives
 - Measurement criteria
 - Recording of results
 - Implementation plan
 - Post exercise review
13. Develop Maintenance Plan;
14. Develop Relocation Plan;
15. Develop Return to Normal Operations;
16. Review draft of the Data Center Business Recovery Plan with the Cook County Project Manager;
17. Perform single edit and produce final Data Center Business Recovery Plan.

Completion Criteria: This task is complete when the Data Center Business Recovery Plan has been delivered and accepted in accordance with Appendix B – Deliverable Materials Acceptance Procedure by the Cook County Project Manager; or IBM has met the criteria defined in the Completion Criteria section of this Statement of Work.

Deliverables:

- Data Center Business Recovery Plan

Cook County Responsibilities:

1. Cook County will assign a Plan Owner for the Data Center Business Recovery Plan
2. Cook County will schedule up to ten (10) interviews with a maximum of three (3) participants per interview, for a maximum of two (2) hours per interview
3. Cook County will provide required documentation
4. Cook County will conduct information gathering effort
5. Cook County will review the draft Disaster Recovery Plan
6. Cook County will participate in the Plan Development Meeting.

2.7 Application Recovery Procedure/Process Development

Description: IBM will develop, in conjunction with Cook County application owners, application recovery procedures. This content will then be placed within the myCOOP software. The tape based recovery processes and procedures are based on the existing Cook County designed tape-based disaster recovery strategy.

The sub tasks are:

1. Conduct an Application Procedure Assessment and Development Kick-off Meeting to articulate the project goals, review the project plan and processes;
2. Conduct application procedure development interviews with the application owners.
3. In conjunction with Cook County, develop procedures to validate and synchronize server application data and databases are to be developed for the verification of data restoration and synchronization for applications and databases listed in Subsection 1.1 of Section 1.0, "Scope of Services".;

4. Develop Application Recovery Procedures with steps necessary to recovery by the current methods used at the recovery site:
 - a. The databases to the established point in time by using last current set of log files
 - b. Start the applications up so that Cook County can proceed with the monitoring and maintenance of the application after it has been executed at the recovery site.
5. Provide change management tasks so Cook County can maintain their procedures;
6. Review completed Application Recovery Procedures with Cook County Application Owners for clarity and completeness;
7. Provide one revision of the Application Recovery Procedures based upon the results of the review with Cook County Application Owners.

Completion Criteria: This task is complete when the Application Recovery Procedures have been delivered and accepted in accordance with Appendix B – Deliverable Materials Acceptance Procedure by the Cook County Project Manager; or IBM has met the criteria defined in the Completion Criteria section of this Statement of Work.

Deliverables:

- Application Recovery Procedures - for the ten (10) identified applications which may include:
 - Database recovery using last available log file system
 - Start up of the database
 - Steps to validate database restoration to the documented RPO
 - Data files required for application usage (GDG, flat files, triggers...etc)
 - Process for application owners for continued support and maintenance of the application

Cook County Responsibilities:

1. Cook County personnel will participate in the Application Procedures Development Meeting (s) and Review Session (s).
2. Cook County will schedule Application Procedure/Processes Development interviews, as needed, with a minimum of ten (10) interviews.
3. Cook County will assist in providing the Application Recovery Procedures to restore all databases residing on the systems and servers listed in Section 1.1.
4. Cook County will provide application configuration data to be included in the Application Recovery Procedures documentation work effort.
5. Cook County will assist in providing the application Recovery Procedures to validate and synchronize Cook County restored applications and data, and for the ongoing operations, support of Cook County has restored environment.
6. Cook County will notify IBM of any changes made during the Application Recovery Procedures development activity that may affect Cook County application recoverability.

Assumptions:

This task is based on the following assumptions, in addition to those listed in the "General Assumptions" section of this SOW:

1. Application Recovery Procedures will be developed with a sufficient level of detail so that personnel technically proficient with the platform, tape backup system and database management system, but no knowledge of the Cook County environment, can execute them on Cook County behalf.
2. Application Recovery Procedures will be developed for the existing tape based recovery solution. Application Recovery Procedures required for additional or future recovery strategies will be addressed by invoking the Project Change Control Procedure.
3. The methods used for backup of all databases will be assumed valid for proper restoration of all database data and the successive validation operation.
4. A particular procedure is considered valid if the same process is executed on any given server of the same type and the application/process is successful. For example, if a procedure for restoring the DB2 database system for server A is the same as servers B, C, and D, then if the DB2 database system recovery server A is completed using the corresponding procedures, then this process is also validated for servers B, C, and D.
5. Recovery for databases will use existing log files for rolling forward to the desired point in time.
6. Application owners will be available for interview and validation activities as part of this activity.
7. Application Recovery procedures will be documented in IBM provided templates and will be attached to or text imported into the myCOOP environment.
8. Factors outside the scope of the Application Recovery Procedures that could affect the results of the execution of an application Recovery Procedure/Process include:
 - Validity of the backup data or corrupt backup data
 - Absence of backup data needed for the restore process
 - Absence of tape media containing backup data
 - Server configuration errors
 - Incorrect server configuration data
 - Lack of LAN or WAN connectivity or failures within the LAN/WAN infrastructure
 - Hardware failures
 - Software failures
 - Changes that may have occurred between the time the procedures were developed and the time they were executed.
 - Incorrect or incomplete information provided to the IBM Consultant

3.0 Cook County Responsibilities

The responsibilities listed in this section are in addition to those responsibilities specified in the Contract, and are to be provided at no charge to IBM. IBM's performance is predicated upon the following responsibilities being fulfilled by Cook County as scheduled in the project plan.

3.1 Cook County General Responsibilities

1. Make the appropriate personnel requested in writing by IBM available to assist IBM in the performance of IBM's responsibilities.
2. Provide suitable office space, supplies, furniture, high speed connectivity to the Internet, and other facilities for IBM's personnel while working on your premises.
3. Provide security clearance and building access for IBM project personnel as required.
4. Be responsible for the content of any database, the selection and implementation of controls on its access and use, backup and recovery and the security of the stored data. This security will also include any procedures necessary to safeguard the integrity and security of software and data used in the Services from access by unauthorized personnel.
5. Be responsible for the identification and interpretation of any applicable laws, regulations, and statutes that affect your existing application systems or programs that IBM will have access to during the Services. It is your responsibility to assure that the systems and programs meet the requirements of those laws, regulations and statutes.
6. Obtain any necessary consents and take any other actions required by applicable laws, including but not limited to data privacy laws, prior to disclosing any of its employee information or other personal information or data to IBM. Customer also agrees that with respect to data that is transferred or hosted outside of the United States, Customer is responsible for ensuring that all such data transmitted outside of the United States adheres to the laws and regulations governing such data.
7. Prior to Cook County making facilities, software, hardware, networks or other resources available to IBM, Cook County is responsible for obtaining any licenses or approvals related to such resources that may be necessary for IBM or its subcontractors to perform the Services, including the development of any deliverables.

3.2 Cook County Project Manager

Prior to the start of this Statement of Work under the Contract, Cook County will designate a person, called the Cook County Project Manager, to whom IBM communications will be addressed and who has the authority to act for Cook County in all matters regarding this SOW.

The Cook County Project Manager's responsibilities include:

1. Serve as the interface between IBM and all Cook County departments, organizations and sites participating in this project.
2. With the IBM Project Manager, develop the project plan prior to implementation.
3. With the IBM Project Manager, administer the Project Change Control Procedure.
4. Attend project status meetings.
5. Obtain and provide information, data, decisions and approvals, within five (5) working days of IBM's request, unless both IBM and Cook County agree to an extended response time.
6. Help resolve project issues and escalate issues within the Cook County organization, as necessary.

4.0 Estimated Schedule

Estimated Start Date = September 24, 2010

Estimated End Date = December 31, 2011

If the Contract is executed after the Estimated Start Date, the Estimated Start Date shall automatically be extended to be the first business day following the day the last signature is affixed to the Contract. The Estimated End Date shall automatically be extended by the same number of days.

Reasonable effort shall be made to keep the schedule dates intact.

Unless otherwise stated herein, the enclosed pricing is based upon a contiguous work schedule.

IBM shall not be responsible for delays or additional requirements imposed by any government agencies, labor disputes, fire, unavoidable casualties.

5.0 Deliverable Materials

The deliverable Materials, identified as Type II Materials, resulting from these Services are:

- Status Report*
- Project Plan*
- Business Continuity Plan
- Crisis Management Program Policies and Procedures Guidelines
- Crisis Management Plan
- Crisis Management Drill Exercise Report
- Technical Recovery Procedures
- Application Recovery Procedures
- Data Center Business Recovery Plan

NOTE: To expedite this project, some of the above phases may be done concurrently or may overlap.

* = Deliverable Material exempt from the Deliverable Material Acceptance Process which will be considered accepted by Cook County upon delivery to the Cook County Project Manager.

See Appendix A, "Deliverable Materials Guidelines", for a description of each deliverable Material. See Appendix B, "Deliverable Material Acceptance Process", for the Material acceptance process.

6.0 Completion Criteria

IBM shall have fulfilled its obligations under this SOW when IBM satisfies the completion criteria as set forth in Sections 2.1 – 2.7 above and Cook County has accepted the deliverables in accordance with Appendix B, as applicable.

OR

Cook County notifies IBM, in writing, that further Services are not required.

OR

Cook County or IBM terminates this SOW in accordance with the provisions of the Contract.

7.0 Charges

Based on the above tasks and assumptions, IBM will provide the above Services for a fixed price of \$752,900 (seven-hundred fifty-two thousand and nine hundred dollars); which will be invoiced upon completion of each phases and/or deliverables, per the table below.

Engagement Activities and Deliverables	Charges
Phase 1: Project Initiation Deliverable: None	\$20,000.00
Phase 2: Project Management Deliverable: Project Plan	\$20,000.00
Phase 3: Completion of 2.3 Business Continuity Plan Deliverable: Business Continuity Plan	\$50,000.00
Phase 4: Completion of 2.4 Crisis Management Plan Deliverable: Crisis Management Program Policies and Procedures Guidelines	\$15,000.00
Phase 5: Completion of 2.4 Crisis Management Plan Deliverable: Crisis Management Plan	\$20,000.00
Phase 6: Completion of 2.4 Crisis Management Plan Deliverable: Crisis Management Drill Exercise Report	\$10,000.00
Phase 7: Completion of 2.5 Technical Recovery Procedure Development Deliverable: Technical Recovery Procedures (zSeries Platform)	\$75,000.00
Phase 8: Completion of 2.5 Technical Recovery Procedure Development Deliverable: Technical Recovery Procedures (iSeries Platform)	\$55,000.00
Phase 9: Completion of 2.5 Technical Recovery Procedure Development Deliverable: Technical Recovery Procedures (Intel Platform)	\$135,000.00
Phase 10: Completion of 2.6 Data Center Business Recovery Plan Development Deliverable: Data Center Business Recovery Plan	\$50,000.00
Phase 11: Completion of 2.7 Application Recovery Procedure Development Deliverable: Application Recovery Procedure (\$23,000 payable by each Application)	\$230,000.00
Phase 12: Completion of SOW Deliverable: None	\$72,900.00
Fixed Price Charges for Phases 1-12: Cook County will be billed upon completion of each of the phase and/or deliverables, per the schedule identified above.	\$752,900.00

1. Cook County shall not be responsible for any of IBM's or its subcontractors' travel, living, or incidental expenses associated with IBM's or its subcontractors' performance of Services under this Contract.
2. Services pricing is based upon a contiguous series of project activities. Changes to charges will be managed via the Project Change Control Procedure as outlined in Appendix C.
3. Applicable federal, state and local taxes are not included in the estimated charges.
4. Invoices are due upon receipt and payable as specified in the Contract.

8.0 Other Terms and Conditions

1. Cook County acknowledges that (a) IBM is not required to perform any work outside the scope described in the SOW, and (b) any changes to the scope shall be agreed to in a Change Authorization.

Appendix A. Deliverable Materials Guidelines

Status Report

Purpose: IBM will provide a bi-weekly (bi-weekly is defined as twice per month) Status Report during the project to describe the activities which took place during that period. Significant accomplishments, milestones, and problems will be described.

Delivery: One hard copy in Microsoft Word format will be delivered to the Cook County Project Manager within five working days following the reporting period.

Content: The report will consist of the following:

- Activities performed during the reporting period
- Activities planned for the next reporting period
- Project change control activity
- Problems, concerns, and recommendations

Project Plan

Purpose: IBM will provide an initial Project Plan at the beginning of the project to provide further detail of the project's activities.

Delivery: IBM will provide an initial Project Plan at the beginning of the project to document planned activities and schedules. One copy in a mutually agreed upon format will be delivered to the Cook County Project Manager.

Content: The report will consist of schedules, locations, activities, organizations, dependencies, and milestones to manage the deployment of the new solution at the agreed to location(s).

Business Continuity Plan

Purpose: Development of initial draft of Business Continuity Plans for the end business owners at Cook County.

Delivery: One hard copy and one soft copy of the consolidated Business Continuity Plan (BCP) will be delivered to the Cook County Program Manager for each of the ten Business functions/Departments listed in Section 1.1 of this SOW.

Content: The BCP will consist of the following, as appropriate:

- Chapter 1 – Company Information
- Chapter 2 – Roles and Responsibilities
- Chapter 3 – Departmental Recovery Plans
- Chapter 4 – Test Plan
- Chapter 5 – Maintenance Plan
- Chapter 6 – Relocation/Migration Plan
- Chapter 7 - Appendices
- Appendices may include, but not be limited to:
 - Employee Contact Listing
 - Vendor Contact Listing
 - Off-Site Materials Check-List
 - Alternative Site Locations and Maps
 - Emergency Services Contacts

Crisis Management Program Policies and Procedures Guidelines

Purpose: To provide guidance regarding the types of policies and procedures required to provide a plan of action to ensure effective protection of human resources and assets. These will be used to develop an enterprise-wide corporate crisis management plan. IBM will provide guidance regarding what is required but Cook County will provide the policies.

Delivery: One soft copy will be delivered to the Cook County Project Manager.

Content: The Crisis Management Program Policies and Procedures Guidelines will include as appropriate these areas:

- Governance
- Risk Management
- Business Integration
- Technology Solutions
- Program Execution
- Value Assurance
- Culture

Crisis Management Plan

Purpose: A plan to guide the decision-making process and address on-scene, all hazard events that provides an integrated organizational structure to address the needs of single or multiple incidents. Centralized procedure(s) are in place to quickly notify and respond to events that could potentially have significant impact(s) on governmental services.

Delivery: One soft copy will be delivered to the Cook County Project Manager.

Content: The Crisis Management Plan will consist of:

- Table of Contents
- Plan Scope and Objective
- Crisis Management Organization
- Roles and responsibilities
- Plan Activation Conditions
- Communication Plan
- Action Plan
- Plan Maintenance
- Plan Validation
- Appendices

Crisis Management Drill Exercise Report

Purpose: Document the test objectives, test plan, results and recommendations.

Delivery: One soft copy will be delivered to the Cook County Project Manager.

Content: The Exercise Report will include:

- Goals and objectives of the exercise
- Scenario
- Participants
- List actual results of the exercise
- Identify weaknesses within the Crisis Management Plan
- List corrective actions to the Crisis Management Plan based on drill results

Technical Recovery Procedures

Purpose: The Technical Recovery Procedures will provide step-by-step instructions to recover the environment described in Section 1.1.

- Ten (10) Mainframe recovery procedures (one per LPAR)
- Two (2) iSeries recovery procedures (one per LPAR)
- Three (3) Intel recovery procedures (one per Operating Version)
- Two (2) Network recovery procedures
 - One (1) procedure for WAN
 - One (1) procedure for LAN

Delivery: One copy in electronic format will be delivered to the Cook County Project Manager.

Content: The Technical Recovery Procedures will consist of the following, as appropriate:

- Steps to perform ten (10) IBM zSeries recovery procedures
- Steps to perform two (2) IBM pSeries recovery procedure
- Steps to perform three (3) IBM Intel recovery procedures; may include:
 - Steps to perform Windows 2000 recovery
 - Steps to perform Windows 2003 recovery
 - Steps to perform Windows 2008 recovery
- Steps to perform two (2) Network recovery procedures (LAN & WAN)
- Develop Timeline for systems to be used during a test

Application Recovery Procedures

Purpose: The Application Recovery Procedures will provide step-by-step instructions on how to startup the critical applications. It will not include any steps to resolve issues surrounding any application requirements. One (1) procedure will be developed per application.

Delivery: One (1) soft copy will be delivered to the Cook County Project Manager.

Content: The Application Recovery Procedures will consist of the following, as appropriate:

- Steps to restore database's back to the Cook County point in time based on tier requirements
- Steps to restore the application
- Steps to start the application
- Steps to validate that the application has started and is ready for user community.
- Steps to hand over the application for monitoring and maintenance of the application after being placed back into production.

Data Center Business Recovery Plan

Purpose: A comprehensive guideline for managing a disaster situation that affects the IT environment.

Delivery: One copy in electronic format will be delivered to the Cook County Project Manager.

Content: The Plan will consist of the following, as appropriate:

- Company Information
- Assumptions
- Disaster Definitions
- Disaster Declaration Policies, Procedures and Schedule
- Recovery Team Members and Responsibilities
- Team Call Lists
- Current Operating Environment and Procedures (provided by Cook County)
- Alternate Site/Relocation Procedures
- Vital Records Procedures
- Continuity Operating Environment and Procedures (provided by Cook County)
- Detailed Task List for Plan Implementation
- Maintenance and Recovery Exercise Policy, Procedures and Schedule
- Return to Normal Operations Plan

Appendix B. Deliverable Material Acceptance Process

Each Deliverable Material as defined in Appendix A - Deliverable Materials Guidelines will be reviewed and accepted in accordance with the following procedure:

- One (1) printed draft of the Deliverable Material will be submitted to the Cook County Project Manager. It is the Cook County Project Manager's responsibility to make and distribute additional copies to any other reviewers.
- Within five (5) business days of receipt, the Cook County Project Manager will either accept the Deliverable Material or provide the IBM Project Manager a written list of requested revisions. In the event the IBM project Manager has not received any written notice from the Cook County Project Manger within the five business day period, the IBM Project Manager shall provide written notice to the Cook County Project Manager and the Cook County CIO. Cook County shall then have an additional three (3) business days to either accept the Deliverable Material or provide the IBM Project Manager a written list of requested revisions.

In the event that the parties have not agreed on either the acceptance of the Deliverable Material, or the time period for requested revisions as specified herein, then the matter shall be subject to the escalation process of this Contract.

- Those Cook County revisions agreed to by IBM will be made and the Deliverable Material will be resubmitted to the Cook County Project Manager for acceptance.
- Those Cook County revisions not agreed to by IBM will be managed in accordance with Appendix C, Project Change Control Procedure. If needed, Appendix D, Escalation Procedure will be invoked.

Appendix C. Project Change Control Procedure

When both parties agree to a change in this Statement of Work, a written description of the agreed change (called a "Change Authorization") will be prepared, which both parties must sign. The Change Authorization will describe the change, the rationale for the change, and specify any change in the charges, estimated schedule, or other terms. The terms of a mutually agreed upon Change Authorization will prevail over those of this Statement of Work or any previous Change Authorization.

Appendix D. Escalation Procedure

The following procedure will be followed if resolution is required to a conflict arising during the performance of the Services.

When a conflict arises between the Cook County Project Manager and IBM, the project team member(s) will first strive to work out the problem internally.

- Level 1: If the project team cannot resolve the conflict within two (2) working days, the Cook County Project Manager and the IBM Project Manager will meet to resolve the issue.
- Level 2: If the conflict is not resolved within three (3) working days after being escalated to Level 1, your executive sponsor will meet with the IBM project executive to resolve the issue.
- If the conflict is resolved by either Level 1 or Level 2 intervention, the resolution will be addressed in accordance with the Project Change Control Procedure.
- If the conflict remains unresolved after Level 2 intervention, then either party may terminate the applicable Service. If the conflict is addressed by termination, you agree to pay IBM for a) all Services IBM provides and any products and Materials IBM delivers through termination. .

During any conflict resolution, IBM agrees to provide Services relating to items not in dispute.

EXHIBIT B-5

STATEMENT OF WORK AND SCHEDULE FOR MYCOOP



Statement of Work for Services

IBM Business Continuity and Resiliency Services – continuity of operations planning

1. Scope of Work

IBM Business Continuity and Resiliency Services – continuity of operations planning services (called “Services”) are designed to help Cook County assess, prepare for implementation of, and maintain plans that evaluate disaster and outage events that may impact Cook County’s business. The Coop Systems, Inc. provided software (defined below) will help Cook County assess the risk of such events, create plans for dealing with such events and manage such events if they occur.

The details of Cook County’s Services will be specified in the Schedule for IBM Business Continuity and Recovery Services - continuity of operations planning (called “Schedule”)

2. Facilities and Hours of Coverage

The Services will be performed on-site at your location specified in the Schedule, and off-site, at IBM location(s).

IBM will provide the Services during normal business hours, 8:00 a.m. to 5:00 p.m. Monday through Friday in Cook County’s time zone, except national holidays, unless otherwise specified. In some cases, Cook County may be required to provide access and security to its locations outside normal business hours, as mutually agreed. Definitions

Plan – the Cook County’s current available data to minimize the impact from a business or technology outage (such as, business continuity plan, disaster plan).

myCOOP™ – business continuity management software provided and licensed by COOP Systems, Inc. (“Coop”). The myCOOP™ software capabilities include site initiation, plan design and/or creation, awareness and training, test and exercises, maintenance and/or updating, reporting and analysis, and security.

3. Services

3.1 Project Management Services

3.1.1 IBM Project Management Responsibilities

The purpose of this activity is to provide an IBM Project Manager who will establish a framework for communications, reporting, procedural and contractual activities for the Services. The IBM Project Manager will:

- a. review the SOW, and any associated documents, with Cook County Point of Contact;
- b. coordinate and manage the technical activities of IBM's personnel;
- c. establish and maintain communications through Cook County Point of Contact, as defined in the section entitled “Cook County Point of Contact Responsibilities” below;
- d. provide a data collection questionnaire or form to be completed five days prior to the scheduled “Planning Session Conference Call”;
- e. review and administer a Project Change Control Procedure with Cook County Point of Contact, as defined in this SOW;
- f. prepare and maintain the Project Workplan which lists the activities, tasks, assignments, milestones and estimates for performance of this SOW;
- g. measure, track and evaluate progress against the project plan;
- h. help resolve deviations from the project plan with Cook County Point of Contact;

- i. conduct regularly scheduled meetings, as necessary, with Cook County's project team to review project status; and
- j. prepare Status Reports.

Completion Criteria:

This task will be complete when the other tasks described as IBM Responsibilities have been completed, according to their completion criteria, or IBM has met the criteria defined in the Completion Criteria section of this Statement of Work.

Deliverable Materials:

- Status Reports

3.1.2 Cook County Point of Contact Responsibilities

Prior to the start of the Services, Cook County will designate a person ("Cook County Point of Contact") to whom all communications relative to the Services will be addressed, and who will have the authority to act on Cook County's behalf in all matters regarding this SOW. Cook County Point of Contact will:

- a. complete and return any questionnaires or checklists within five days of receipt;
- b. serve as the interface between IBM's project team and all Cook County departments participating in the Services;
- c. attend status meetings;
- d. obtain and provide applicable information, data, consents, decisions and approvals as required by IBM to perform the Services, within two business days of IBM's request;
- e. help resolve Services issues, and escalate issues within Cook County's organization, as necessary; and
- f. administer the Project Change Control Procedure with the IBM Project Manager.

3.1.3 Cook County General Responsibilities

Cook County management will fulfill its responsibilities, at no charge to IBM. Cook County will:

- a. make the appropriate personnel requested in writing by IBM available to assist IBM in the performance of its responsibilities;
- b. provide safe access, suitable office space, supplies, furniture, high speed connectivity to the Internet, and other facilities for IBM's personnel while working at Cook County's location;
- c. ensure that current maintenance and license agreements are in place with applicable vendors for those products and services upon which IBM is relying to provide the Services described herein
- d. obtain any necessary consents and take any other actions required by applicable laws, including but not limited to data privacy laws, prior to disclosing any of its employee information to IBM. Cook County also agrees that with respect to data that is transferred or hosted outside of the United States, Cook County is responsible for ensuring that all such data transmitted outside of the United States adheres to the laws and regulations governing such data;
- e. prior to making Cook County's facilities, software, hardware, networks or other similar resources available to IBM, promptly obtain any licenses or approvals necessary for IBM or its subcontractors to use, access and modify such resources to the extent necessary for IBM to perform the Services, including the development of any Materials;
- f. be responsible for the content of any database, the selection and implementation of controls on its access and use, backup and recovery and the security of the stored data. This security will also include any procedures necessary to safeguard the integrity and security of software and data used in the Services from access by unauthorized personnel;
- g. maintain the security of the user names and passwords provided to you for access to a proprietary web site, including not disclosing such information to any employees who do not have a need to know, or any third party;
- h. be responsible for the identification and interpretation of any applicable laws, regulations, and statutes that affect Cook County's existing application systems or programs to which IBM will have access during the Services. It is Cook County's responsibility to ensure the systems and programs meet the requirements of those laws, regulations and statutes; and

- i. be responsible for printing and retaining a copy of the Agreement for your records of this transaction.

Cook County also agrees and acknowledges that:

- j. an important factor in the success of the Services is the completeness of the data collected. IBM's findings and recommendations will be based on the information Cook County provides to IBM during the planning processes. IBM assumes (unless it knows, or should, under the circumstances know otherwise) that all data provided by Cook County will be as complete and accurate as possible at the point in time it is provided. IBM shall not be liable for actions resulting from inaccurate or incomplete data.

3.2 Services

3.2.1 IBM Responsibilities

Activity 1 - Project Initiation

The purpose of this activity is to facilitate a high-level project team meeting, for up to two hours on a mutually agreed date and time to finalize the project team members and help ensure a common understanding of the Services objectives, roles and responsibilities.

Task 1 - Conduct a Planning Session Conference Call

IBM will:

- a. introduce the project participants;
- b. define the project team roles and responsibilities;
- c. review the Services objectives;
- d. provide an overview of the project methodology;
- e. review Cook County's environment;
- f. review the completed data collection questionnaire and identify any missing information;
- g. develop a preliminary schedule of activities; and
- h. create the Project Workplan.

Completion Criteria:

Deliverable Materials: This activity will be complete when IBM has conducted the planning session conference call.

- Project Workplan

Activity 2 - Business Continuity Software Assessment

The purpose of this activity is to review and conduct an evaluation of viable business continuity software solutions that can be used to automate Cook County's business continuity framework.

Task 1 - Conduct Software Overview

IBM will:

- a. conduct a software features and overview meeting for up to two hours with the project team to identify and evaluate Cook County's current software tools and requirements which will include:
 - (1) technology;
 - (2) functionality;
 - (3) Cook County service;
 - (4) ease of use;
 - (5) reliability;
 - (6) future releases; and
 - (7) training.
- b. review the product features, data functionality and recommendations with project team;
- c. review the selected software solution that supports your objectives;
- d. document plans and recommendations in a Software Assessment Report; and

- e. conduct a management review session.

Completion Criteria:

This activity will be complete when IBM has delivered the Software Assessment Report to Cook County's Point of Contact.

Deliverable Materials:

- Software Assessment Report

Activity 3 - Services Environment Implementation

The purpose of this activity is to collect and review Cook County data specified in the completed questionnaire to review the structure and content of the Plan for the Technical Environment(s) and/or Business Unit(s) within the scope of this engagement, as specified in the Schedule. IBM will identify management, technical, and documentation issues associated with the Plan that could inhibit the Cook County's recoverability. Recommendations will be provided that will facilitate the Cook County achieving their Plan objectives through implementation of myCOOP™.

If the myCOOP™ product (also called "non-IBM Program") does not meet the business needs Cook County has communicated to IBM as summarized in the Software Assessment Report, Cook County may (as your sole and exclusive remedy) discontinue use of the non-IBM Program(s) within thirty days of IBM providing Cook County access to the myCOOP™ software, for a full refund of any amounts invoiced within such 30 days under this SOW. Cook County shall promptly destroy and permanently erase all copies of the non-IBM Program(s) and confirm such in writing to IBM. IBM shall not have any responsibility for any other performance issues or any intellectual property issues associated with non-IBM Programs. In addition or as an alternative to the foregoing, Cook County may resort to its available remedies under the End User License Agreement set forth in Appendix C.

Task 1 - Data Collection and Analysis

IBM will:

- a. conduct a Data Collection and Analysis kick-off meeting with planning participants for up to two hours to articulate the project goals, review the project plan and processes, and distribute data collection forms;
- b. conduct up to 5 data gathering sessions and/or interviews at your location. Each data gathering session will last up to 2 hours and include up to 20 participants. Each of up to 10 interviews will last up to 1 hour(s) and include up to 4 participants per interview. The data gathering sessions and interviews will be held to review and discuss Cook County's current Plan, processes and content to:
 - (1) analyze the data provided in the completed data collection forms;
 - (2) review Cook County's current Plan, mission and escalation levels;
 - (3) gain a high-level understanding of what comprises a disaster for the Cook County;
 - (4) outline Cook County's current Plan priorities, objectives, vital support services and documentation;
 - (5) review Cook County's current Plan team organization, roles and responsibilities;
 - (6) review Cook County's current Plan tasks by team and time;
 - (7) outline backup and recovery process and procedural documentation;
 - (8) review escalation and implementation steps and actions;
 - (9) review testing and maintenance policies;
 - (10) review planned alternate site and command center locations;
 - (11) gain an understanding of regulatory implications and linkages that must be accommodated within Cook County's current Plan;
 - (12) analyze Cook County's current Plan measurements to establish and report program success; and
 - (13) document recommendations in a Planning Review and Preparation Report; and
- c. analyze the information Cook County provides during the Data Collection and Analysis kick-off meeting to:

- (1) identify potential vulnerabilities and exposures between available and required data;
- (2) provide findings and recommendations detailing required data and information; and
- (3) recommend integration with existing processes for ongoing Plan maintenance;

Completion Criteria:

This activity is complete when IBM has completed the Data Collection and Analysis kick-off meeting and provided the Planning Review and Preparation Report to Cook County's Point of Contact.

Deliverable Materials:

- Planning Review and Preparation Report

Activity 4 - Software Implementation

Based on information reported in the Planning Review and Preparation Report, IBM will assist Cook County with implementation of the myCOOP™ software.

Task 1 - Provide Access to Software

IBM will provide Cook County:

- a. a user ID and password to access myCOOP™; and

Task 2 - Provide Software Implementation Assistance

IBM will:

- a. customize lists and libraries to establish the appropriate data points for each myCOOP™ module to:
 - (1) determine the usage of each field within eligible data categories;
 - (2) customize screens to client terminology and taxonomy;
 - (3) develop and apply field entry requirements;
 - (4) create Plan libraries for up to three unique plan templates; and
 - (5) evaluate the need for additional fields and implement as required;
- b. tailor security rules to define users' secure access at Cook County designated levels of authority to:
 - (1) specify site, page, document, and list levels;
 - (2) access and print reports; and
 - (3) define a sample user profile and test;
- c. identify myCOOP™ standard reports to review and determine applicability of myCOOP™ standard reports to:
 - (1) recommend adjustments to standard reports;
 - (2) review the process to print Cook County business continuity and/or data center plans;
 - (3) review and recommend management reports;
- d. review and recommend features to customize Cook County's planning environment to:
 - (1) establish applicable regional settings, such as languages, time zones and date conventions; and
 - (2) incorporate the Cook County's logo, if provided by Cook County;
- e. create a customized business continuity and/or data center plan hierarchy to review Cook County's organizational structure and facility locations to:
 - (1) recommend a geographic versus organizational structure for the business continuity and/or data center plan hierarchy;
 - (2) determine the granularity of business continuity and/or data center plan development; and
 - (3) identify responsibility for Plan maintenance within Cook County's corporate management structure; and
- f. conduct an informal training session, for up to two consecutive days, up to eight hours per day for up to five of Cook County selected administrators and planners who will be responsible for maintaining the automated planning solution in your environment for the following roles:

- (1) Administrator: the person(s) responsible for either originating or modifying planning sites, regional settings, plan templates, surveys, lists of all types, document libraries, and content views; and
- (2) Planner: the person(s) responsible for adding, modifying, printing, or deleting plans and plan data.

Completion Criteria:

Deliverable Materials: This task is complete when the IBM Project Manager has conducted the informal training session.

- None

Activity 5 - Ongoing Remote Operational Support

COOP Systems will provide ongoing remote operational support, which includes telephone response, self-service case ticketing, on-line frequently asked questions (FAQs), centralized tracking handling of tickets, and automated notification of updates or additions to comments on tickets.

The ongoing operational services will be provided 24 hours per day seven (7) days per week, except for planned maintenance windows, which COOP Systems or designated contact, will identify in writing to Cook County in advance.

Task 1 - Provide Remote Support

COOP Systems will provide ongoing remote operational support via a toll free number. These support services will be available following completion of implementation and will continue for the duration of the Services as specified in the Schedule.

COOP Systems will:

- a. provide the ongoing remote operational support for implementation assistance, functional and problem resolution. The Severity levels and response objectives are as specified in Appendix C – Section 6 – Customer Service Management Goals;
- b. provide Cook County with a minimum of seven (7) days written notice of any planned activity which will result in an interruption to the Coop-Provided Software; and
- c. notify the Cook County-designated contact within four (4) hours of any unplanned interruption.

4. Cook County Responsibilities

Cook County agrees to:

- a. invite and confirm attendance of all conference call, meeting, data gathering session and training participants and arrange the meeting room and all logistics at Cook County's location;
- b. provide contact information, security policies and IT infrastructure information and any updates as they occur;
- c. review, with IBM, Cook County implementation plans and activities;
- d. be responsible for providing help desk support to Cook County users;
- e. report unresolved user problems to service support only via the Cook County's Point of Contact or if unavailable, that person's designated backup;
- f. provide technical assistance via telephone, as reasonably requested, while IBM is providing the Services;
- g. follow procedures and instructions IBM provides to you relating to the Services;
- h. maintain and update the data entered via the myCOOP™ software;
- i. provide any updates, as they become available, to the information previously provided to IBM, to ensure IBM has the most current information required to perform the Services; and
- j. take all reasonable precautions to protect programs and machines under Cook County's control from infection by computer viruses or other malicious software.

5. Deliverable Materials

The deliverable Materials, identified as Type II Materials, resulting from the completion of the Services are:

- a. Status Reports*

- b. Project Workplan*
- c. Software Assessment Report
- d. Planning Review and Preparation Report

* = Deliverable Material exempt from the Deliverable Materials Acceptance Procedure which will be considered accepted by Cook County upon delivery to the Cook County's Point of Contact.

See Appendix A, "Deliverables Guidelines", for a description of each deliverable Material.

See Appendix B, "Project Procedures", for the Deliverable Materials Acceptance Procedure.

6. Estimated Schedule

The Services will be performed consistent with the estimated schedule below. Both parties agree to make reasonable efforts to carry out our respective responsibilities in order to achieve the following schedule.

Estimated Start Date: September 24, 2010

Estimated End Date: September 30, 2013

If the Contract's Effective Date is beyond the Estimated Start Date, the Estimated Start Date shall automatically be extended to be the first business day following the day the last signature is affixed to this Statement of Work. The Estimated End Date shall automatically be extended by the same number of days.

Reasonable effort shall be made to keep the schedule dates intact.

Unless otherwise stated herein, the enclosed pricing is based upon a contiguous work schedule.

7. Completion Criteria

IBM will have fulfilled its obligations for the Services described in this SOW when any one of the following first occurs:

- a. IBM accomplishes the IBM tasks described under "IBM Responsibilities" or
- b. Either party terminates this Statement of Work under the terms of the Agreement.

8. Charges

Cook County agrees to pay the charges for the Services described in this SOW, exclusive of applicable taxes and shipping charges, as detailed in the Contract. Any changes to the Services requested by you will be handled using the procedure described in the section entitled "Project Change Control Procedure," of this SOW.

Cook County shall not be responsible for any of IBM's or its subcontractors' travel, living, or incidental expenses associated with IBM's or its subcontractors' performance of Services under this Contract.

Cook County will be invoiced as specified in the Contract. Amounts are due upon receipt and payable as specified according to the ICA – GC06 Payments.

9. Other Terms and Conditions

9.1 Coop Software

IBM will procure for Cook County the right to use the Coop software specified in the Schedule in accordance with the terms specified in the End User License Agreement set forth in Appendix C and for the license fee specified in Part I of this Contract in order to implement the Services. Along with such software and its associated Documentation (as that term is defined in Appendix C), Coop will provide the related end user agreements, by which Cook County will be bound. For avoidance of doubt, any such end user agreements are between Cook County and Coop and IBM does not assume any obligations relating thereto.

For any issues regarding the return of Coop-Provided Software provided under this SOW, Cook County will contact COOP directly.

The Coop-Provided Software is provided WITHOUT IBM WARRANTIES OF ANY KIND. However, Coop may provide their own warranties to Cook County.

9.2 Regulatory Services

IBM does not operate as a provider of services regulated by the Federal Communications Commission ("FCC") or state regulatory authorities ("State Regulators"), and does not intend to provide any services which are regulated by the FCC or State Regulators. If the FCC or any State Regulator imposes regulatory requirements or obligations on any services provided by IBM hereunder, IBM may change the way in which such services are provided to Cook County to avoid the application of such requirements or obligations to IBM (for example, by acting as Cook County's agent for acquiring such services from a third party common carrier.)

Appendix A: Deliverables Guidelines

A - 1: Status Reports

Content:

Each Status Report will consist of the following, as appropriate:

- activities performed during the reporting period
- activities planned for the next reporting period
- project change control summary
- problems, concerns, and recommendations

Delivery:

IBM will deliver a Status Report weekly for the duration of the Services. IBM will cease provision of the Status Report once the Software Implementation is complete. One copy of each report will be delivered to the Cook County's Point of Contact within two business days following the reporting period.

A - 2: Project Workplan

Content:

The Project Workplan (in Microsoft Project) will, as appropriate:

- list high-level tasks to be completed during the scope of the engagement;
- identify resource assignments;
- indicate start and end dates for major phases; and
- identify availability of completed deliverables.

Delivery:

IBM will deliver one copy of the Project Workplan to the Cook County's Point of Contact within five business days following the planning session conference call.

A - 3: Software Assessment Report

Content:

The Software Assessment Report will consist of a summary of the software product capabilities and the specific Cook County requirements specified in the Planning Review and Preparation Report.

Delivery:

IBM will deliver one copy of the Software Assessment Report to the Cook County's Point of Contact within five (5) business days of the Software Overview meeting.

A - 4: Planning Review and Preparation Report

Content:

The Planning Review and Preparation Report will consist of:

- an executive summary;
- findings and recommendations detailing 'available' versus 'required' data, and information required to document the Cook County's Plan;
- suggested use of specific tools and integration with existing processes for ongoing maintenance; and
- recommended business continuity and data center plan measurements.

Delivery:

IBM will deliver one copy of the Planning Review and Preparation Report to the Cook County's Point of Contact within five (5) business days of the Data Collection and Analysis task is completed.

Appendix B: Project Procedures

B - 1: Project Change Control Procedure

The following process will be followed if a change to this SOW is required.

- A Project Change Request ("PCR") will be the vehicle for communicating change. The PCR must describe the change, the rationale for the change and the effect the change will have on the Services.
- The requesting party will review the proposed change and submit the request to the other party.
- Both parties will review the proposed change and recommend it for further investigation or reject it. A PCR must be signed by authorized representatives from both parties to authorize investigation of the recommended changes. The investigation will determine the effect that the implementation of the PCR will have on price, schedule and other terms and conditions of the SOW.
- A written Change Authorization and/or PCR must be signed by authorized representatives from both parties to authorize implementation of the investigated changes. Until a change is agreed in writing, both parties will continue to act in accordance with the latest agreed version of the SOW.

B - 2: Deliverable Materials Acceptance Procedure

Each deliverable Material will be reviewed and accepted in accordance with the following procedure:

- Within five (5) business days of receipt, the Cook County Project Manager will either accept the Deliverable Material or provide the IBM Project Manager a written list of requested revisions. In the event the IBM project Manager has not received any written notice from the Cook County Project Manger within the five business day period, the IBM Project Manager shall provide written notice to the Cook County Project Manager and the Cook County CIO. Cook County shall then have an additional three (3) business days to either accept the Deliverable Material or provide the IBM Project Manager a written list of requested revisions.

In the event that the parties have not agreed on either the acceptance of the Deliverable Material, or the time period for requested revisions as specified herein, then the matter shall be subject to the escalation process of this Contract.

- IBM will consider Cook County Point of Contact's timely request for revisions, if any, within the context of IBM's obligations as stated in the SOW.
- The revisions recommended by Cook County Point of Contact and agreed to by IBM will be made and the deliverable Material will be resubmitted to Cook County Point of Contact for acceptance.
- The revisions recommended by Cook County Point of Contact, not agreed to by IBM, will be managed in accordance with the Project Change Control Procedure.
- Any conflict arising from this Deliverable Materials Acceptance Procedure will be addressed as specified in the Escalation Procedure below.

B - 3: Escalation Procedure

The following procedure will be followed if resolution is required to a conflict arising during the performance of the Services.

When a conflict arises between the Cook County Project Manager and IBM, the project team member(s) will first strive to work out the problem internally.

- Level 1: If the project team cannot resolve the conflict within two (2) business days, the Cook County Project Manager and IBM Project Manager will meet to resolve the issue.

- Level 2: If the conflict is not resolved within three (3) business days after being escalated to Level 1, Cook County executive sponsor will meet with IBM project executive to resolve the issue.
- If the conflict is resolved by either Level 1 or Level 2 intervention, the resolution will be addressed in accordance with the Project Change Control Procedure.
- If the conflict remains unresolved after Level 2 intervention, then either party may terminate the applicable Service. If the conflict is addressed by termination, Cook County agrees to pay IBM for a) all Services IBM provides and any products and Materials IBM delivers through termination. .

During any conflict resolution, IBM agrees to provide Services relating to items not in dispute.

Appendix C: Coop Systems, Inc. End User License Agreement

SECTION 1 DEFINITIONS

a. **Definitions:** The following definitions shall apply:

- (1) **Affiliate:** The term "Affiliate" shall mean an entity which, directly or indirectly, owns or controls, is owned or is controlled by or is under common ownership or control with another entity. As used herein, "control" means the power to, directly or indirectly, direct the management or affairs of an entity, and "own" or "ownership" means the beneficial ownership, directly or indirectly, of a majority or minority of the voting equity securities or other equivalent voting interests of the entity.
- (2) **Authorized User:** The term "Authorized User" shall mean employees or contractors of Cook County and any persons or organizations authorized by Cook County to access the Product in compliance with the terms of this Agreement.
- (3) **Data:** The term "Data" shall mean any and all data processed through, uploaded, or submitted by Cook County or an Authorized User to the Software.
- (4) **Documentation:** The term "Documentation" shall mean information concerning the Software to assist Cook County in the use of the Software, in printed or electronic form, including the Specifications and Functional Requirements, user manuals, systems documentation, training materials, and Internet website, including modifications, improvements, replacements, updates, enhancements, additions, upgrades and changes thereto made from time to time during the License Term.
- (5) **Product:** The term "Product" shall mean the Software and Documentation.
- (6) **Software:** The term "Software" shall mean that certain software system developed by COOP and described in the Functional Requirements and as improved, customized, replaced, updated, upgraded, corrected, and maintained from time to time.
- (7) **Third Party Technology:** The term "Third Party Technology" shall mean any third-party technology provided or made available by COOP as incorporated or embedded in the Software, including (without limitation) tools, database, operating systems, web server applications, utility functions, or sort functions.

SECTION 2 SCOPE OF LICENSE

a. **Grant of License:** Cook County is granted a nonexclusive and nontransferable license to use the Software for the term of this Exhibit B-5. Cook County may only use the programs contained in the Software for which Cook County has paid a license fee. In the event that the number of Authorized Users is exceeded, Cook County shall promptly pay the appropriate licensee fees and prorated maintenance and hosting fees for the additional users. Cook County shall not modify, disassemble, reverse engineer, sublicense or lease the Software or use the Software to provide service bureau functions to any third party (except Affiliates). Notwithstanding anything to the contrary in this Agreement, Cook County may access, use, and operate a back-up copy of the Product on any operating environment, equipment or systems owned, leased, or licensed by Cook County or its Affiliates. The Cook County may access, use, and operate such back-up copy of the Product at a third party's disaster recovery facilities outside of Cook County or its Affiliate's premises.

b. **Hosting:** During the License Term, COOP shall host, operate, and maintain the Software on the Platform to provide Cook County access to the Software and the Data on the Internet as provided hereunder. COOP shall be responsible for any and all costs incurred by or on behalf of COOP to host the Software. The Software will be made available to Cook County twenty-four (24) hours a day, seven (7) days a week excluding: (a) scheduled network, hardware or service maintenance and/or upgrades, provided that Cook County is given at least forty-eight (48) hours advance notice, and further provided that scheduled maintenance or upgrades do not occur Monday through Friday, between the hours of 7:00 a.m. and 9:00 p.m. EST; or (b) down time caused by acts of Force Majeure as defined in this Agreement or Internet failures or delays involving hardware or software not within COOP's possession or reasonable control, but only if such unavailability results notwithstanding the exercise of reasonable care and due diligence to avoid or mitigate the same in anticipation of or in response to such causes.

In the event the Software is not made available as provided hereunder, Cook County shall be entitled to a refund of fees as set forth in Section 5 herein and by this reference is incorporated into this Agreement.

- c. **Hosting Facility:** Hosting will be provided in a Verizon Business facility in Toronto, Canada.
- d. **Back-Up:** COOP shall perform routine daily backups of Cook County's data stored on the Platform to a remote Storage Area Network (SAN). COOP shall use all reasonable efforts to promptly restore any lost, destroyed, or corrupted Data and provide Cook County access to the Data at no charge to Cook County as required to maintain the operability of the Product and the Data or for historical purposes.
- e. **Support:** During the License Term, COOP shall provide Cook County with unlimited access to COOP's web-based documentation located on its Internet website, including (without limitation) training documentation, user guides, and manuals to provide instructions and guidance on use and operation of the Software. COOP shall assign qualified software engineers to provide unlimited telephone consultations to Cook County by a toll-free telephone number to direct questions concerning use of the Software during COOP's business hours.
- f. **Affiliates:** All rights and privileges of Cook County to use the Product in accordance with this Agreement shall accrue to the Affiliates to the same extent as such rights extend or accrue to Cook County under this Agreement.
- g. **Specifications:** The Cook County hereby acknowledges and agrees that the only access needed by the Cook County for the software is a compliant version of MS Internet Explorer or NetScape Navigator and an internet connection.
- h. **Authorized Use:** Cook County or its affiliates shall use reasonable efforts to prevent Unauthorized Access or Unauthorized Users from accessing the Software.

SECTION 3 INTELLECTUAL PROPERTY

Ownership: Title to the Product (excluding the Data), including any and all ownership rights to patents, copyrights, trademarks and trade secrets in connection therewith shall be the exclusive property of COOP.

- a. **Data:** Title to the Data, including any and all ownership rights to patents (including business method and software patents), copyrights, trademarks and trade secrets in connection therewith shall be the exclusive property of Cook County, including (without limitation) any ownership rights to patents (including business method and software patents), copyrights, trademarks and trade secrets therein.
- b. **Third Party Technology:** Cook County acknowledges that COOP may use or incorporate into the Product certain tools or materials that COOP owns or has properly licensed from third parties. Notwithstanding the foregoing, COOP shall not incorporate any Third Party Technology into the Product unless COOP has acquired the proper rights to license such Third Party Technology to Cook County. COOP hereby grants Cook County and its Affiliates a non-exclusive, worldwide, irrevocable, royalty-free license during the License Term to use, display, copy, publish, and reproduce the Third Party Technology in connection with use of the Product at no additional cost to Cook County. Notwithstanding the foregoing, Cook County shall not license, sublicense, or disclose to any third party any Third Party Technology except as incorporated into the Product.

SECTION 4 LIMITATION OF LIABILITY

CONSEQUENTIAL DAMAGES: Notwithstanding anything to the contrary contained in this agreement, neither party nor its affiliates shall, under any circumstances, be liable to the other party or its affiliates for any consequential, incidental, indirect, exemplary, punitive, or special damages of any nature whatsoever, regardless of the form of action, whether in contract or in tort, including negligence, and regardless of whether such party has been advised of the possibility of such damages in advance or whether such damages are reasonably foreseeable.

LIMITATION OF LIABILITY: Each party's maximum liability to the other relating to this agreement and each party's performance or nonperformance hereunder shall be limited in the aggregate to the fees received by COOP pursuant to this agreement. Any action by either party must be brought within two (2) years after the cause of action arose.

SECTION 5 SERVICE LEVELS

In the event that the Software is unavailable, excluding down time as described above in Section 2, Cook County will be entitled to a credit to be used to offset any payments due and payable to IBM if availability is less than 98% of the time. Credits shall be as follows:

System Availability Performance	Credit
98% or above	\$0
Less than 98.0%	\$150
Less than 97.0%	\$300
Less than 96.0%	\$600
Less than 91.5%	\$900

"System Availability Performance" will be calculated on a monthly basis by dividing the total number of hours the Software is available for use during a particular month (defined as 1st through last day of month) by the total possible operating time within that month, less any excluded down time as described above in Section 2. Any credit shall be reflected in Cook County's next regular billing cycle.

Upon request by Cook County, COOP will make available monthly measurement reports verifying the "System Availability Performance" (including detailed information regarding scheduled downtime) during the prior month. If Cook County disagrees with a measurement report, it may file an appeal of the measurement report to COOP in writing within sixty (60) days of Cook County's receipt of such measurement report. Any appeal shall address specific measurements in dispute and describe the nature of the dispute. Both Cook County and COOP agree to first attempt to settle all disputes by mutual good faith efforts. Changes in reported measurements and any subsequent credits shall be made on Cook County's next regular billing statement.

SECTION 6 CUSTOMER SERVICE MANAGEMENT GOALS

Subject to Force Majeure conditions, COOP Systems goal are to correct any error detected by Customer in the Applications or Services in accordance with the following schedule:

Schedule of Response/Resolution Times		
<u>Technical Severity Level</u>	<u>Initial Response Time</u>	<u>Resolution Time</u>
Level 1: Customer is unable to use Applications or Services resulting in adverse impact on Customer's operations.	1 hour	4 hours
Level 2: Although Customer can use Applications or Services, Customer's operations are restricted.	4 hour	24 hours
Level 3: Customer can use Applications and Services with exception of specific functionality not critical to Customer's overall operations and workaround can be readily achieved.	48 hours	next release

SECTION 7 WARRANTY

Software License Limited Warranty: COOP warrants that for a period of ninety (90) days from the date when Cook County is given access to the COOP Software ("myCOOP"), the Software substantially

conforms to its published specifications and as set forth in Exhibit A. Except for the foregoing, the Software is provided AS IS. This limited warranty extends only to Cook County as the original licensee. Cook County's exclusive remedy and the entire liability of COOP and its suppliers under this limited warranty will be, at COOP or its service center's option, repair, replacement, or refund of the Software if reported (or, upon request, returned) to the party supplying the Software to Cook County. In no event does COOP warrant that the Software is error free or that Cook County will be able to operate the Software without problems or interruptions. This warranty does not apply if the software has been altered, except by COOP.

SECTION 8 INDEMNIFICATION

COOP shall defend and indemnify Cook County, including Cook County's officers, directors, employees, agents, representatives and Affiliates (the "**Cook County Indemnitees**"), against any and all third party claims, actions, suits and proceedings that (a) arise out of or in connection with the breach or alleged breach by COOP of any term, condition, representation, warranty, or covenant set forth in this Agreement or (b) alleging that the Product, Software, Documentation or any other material or service provided hereunder by or on behalf of COOP infringe any copyright, trademark, trade secret, United States patent or other right of such third party. COOP shall have no liability or obligation under this Section unless the Cook County Indemnitee (x) gives prompt written notice to COOP (with "prompt" notice meaning any notice provided to COOP such that COOP is not prejudiced by the timing of its receipt of such notice) and (y) allows COOP to have sole control of the defense or settlement of the claim. COOP shall defend the Cook County Indemnitees at COOP's expense and shall pay all costs, damages and attorneys' fees that a court finally awards or that are provided for in a settlement approved by COOP. No settlement will require any payment by a Cook County Indemnitee without such party's advance written consent. The Cook County Indemnitees shall have the right to monitor or participate in the case and any settlement discussions through an attorney of its choice and at its own expense.

SECTION 9 GENERAL

Non-Waiver: Waiver of breach of this Agreement shall not constitute waiver of another breach. No failure to enforce any term, right or condition of this Agreement shall be construed as a waiver of such term, right or condition. No waiver or discharge shall be valid unless in writing signed by an authorized representative of the party against whom such waiver or discharge is sought to be enforced.

a. **Binding Nature:** This Agreement shall be binding upon and inure solely to the benefit of the parties hereto and their successors and permitted assigns, and nothing in this Agreement shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement, except for the protections conferred upon: (i) Affiliates as stated in this Agreement; and (ii) each parties' affiliates.

b. **Equitable Remedies:** The parties hereby acknowledge that in certain cases damages at law may be an inadequate remedy. In addition to all other remedies that may be available at law or equity, each party shall have the right of specific performance, injunction or other equitable remedy in the event of a breach or threatened breach of this Agreement.

c. **Severability:** If any of the provisions of this Agreement shall be invalid or unenforceable, such invalidity or unenforceability shall not invalidate or render unenforceable the entire Agreement, but rather the entire Agreement shall be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligations of each party shall be construed and enforced accordingly.

d. **Survivability.** Any provision of this Agreement that requires or reasonably contemplates the performance or existence of obligations by either party after termination or expiration of this Agreement shall survive such termination or expiration.

EXHIBIT A - - FUNCTIONAL CAPABILITIES

- 1 Project Initiation - - establish overall program organization in real time.
 - 1.0 Grant users instant and secure access at multiple levels of authority.
 - 1.1 Form and navigate program hierarchy visually with browser access.
 - 1.2 Regional settings available for any planning site or sub-site, e.g., language, currency, time zones, 12/24 time clock.
- 2 BIA/Risk Analysis - - support BIA and Risk data collection/analysis with creation, distribution, collection and analysis of survey forms throughout organization.
 - 2.0 Create multiple types of questions and multiple questionnaires to be distributed and collected via URL links to respondents.
 - 2.1 Collect responses in SQL tables for export to Excel for further analysis.
 - 2.2 BIA data immediately available in same database for planning function.
- 3 Plan Design/Creation - - quickly re-use existing content with simple import routines to instantly create plans, contact lists, resource tables.
 - 3.0 Microsoft Windows file types supported.
 - 3.1 Content pages display information about each file and its properties, easily changed without programming, plus hyperlinks to each file.
 - 3.2 Files, lists and tables can be manipulated instantly as follows:
 - Views instantly added, filtered, sorted and switched.
 - Graphical views for tabular information
 - Integrated mapping worldwide for location-based data
 - Roll-ups and roll-downs modified
 - Comprehensive team views created
 - Pages redesigned at will from a browser
 - Staff assignment using permission-based security roles
 - Versioning
 - Alerting
 - Publishing of documents from central sourceAll standard design and control features are easily modified by the client Administrator from simple browser interfaces.
- 4 Awareness & Training - - calendar views manage student and teacher schedules.
- 5 Test & Exercises
 - 5.0 Supporting validating of program elements, both individually and collectively, this feature enhances organization's program with storage and re-use of test and exercise elements.
- 6 Maintenance/Updating - - support simplified creation and re-use of both routine and one-off maintenance tasks, rolled-up for central viewing.
 - 6.0 Assignees alerted to their assignments and self-report on their progress.
 - 6.1 Access by Contributors always by URL to their responsibility areas, easily bookmarked for repetitive access.
 - 6.2 Compliance metrics generated instantly in tabular and graphic formats.
 - 6.3 Gantt charts available for program monitoring.
- 7 Incident Command
 - 7.0 Allow pre-determined (and editable) immediate response actions to be assigned in real time from EOC via e-mail messages to team members.
 - 7.1 Re-assignments or any other changes to incident assignments instantly communicated via e-mail.
 - 7.2 Teams can look at just their view of overall response plan.
 - 7.3 All steps in resolution of assignment tracked for after-action reporting to management.

ADDENDUM

ADDENDUM

**ADDENDUM TO CONTRACT BETWEEN COOK COUNTY AND IBM CORP.
FOR COUNTYWIDE BUSINESS CONTINUITY PLAN and DISASTER
RECOVERY SERVICES**

The Contract for Countywide Business Continuity Plan and Disaster Recovery Services entered into between Cook County and International Business Machines Corporation ("IBM"), is modified and amended as set forth below in this Addendum.

Part II - General Conditions:

The following amendments and modifications apply to the Contract for Supply, Part II, General Conditions:

GC-01, SUBCONTRACTING OR ASSIGNMENT OF CONTRACT OR CONTRACT FUNDS: This provision shall not apply to any transaction for the purchase of standard commercial hardware or software products or Services. Add the following provision to this section: "The assignment of this Contract, in whole or in part, within the Enterprise of which either party is a part or to a successor organization by merger or acquisition does not require the consent of the other. IBM is also permitted to assign its rights to payments without obtaining County's consent.

For purposes of this Contract COOP Systems is a subcontractor to IBM.

GC-03, INSURANCE: Replace the word "satisfactorily" in the second line with the word "reasonably."

GC-04, INSPECTION AND RESPONSIBILITY: Delete the phrase "and shall be replaced by the Contractor at no cost to the County." Remedies are described in the Contractor Agreements

GC-05, INDEMNIFICATION: Delete this section in its entirety. The indemnification responsibilities of the Contractor are described in the Contractor Agreements.

GC-09, PRICE REDUCTION: Delete this section in its entirety.

GC-11, DISPUTES: In the first sentence, after the word "Contractor", add the following: "that is not resolved after level 2 intervention pursuant to the escalation procedure set forth in Exhibits B-4 and B-5 of this Contract". Delete the sentence "The decision of the Purchasing Agent will be final and binding."

GC-12, DEFAULT: Modify this section to provide that both the Contractor and the County shall have thirty (30) day periods in which to cure any breach after written notice. However, for breaches involving the County's payment obligations, the time period shall be ninety (90) days.

GC-13, COUNTY'S REMEDIES: Modify the time to cure to provide for thirty (30) days. Insert the following phrase at the end of the last paragraph: "subject to the limits set forth in the Contractor Agreements."

GC-14, CONTRACTOR'S REMEDIES: Modify the time to cure to provide for thirty (30) days except for breaches involving the County's payment obligations, in which case the period shall be ninety (90) days. Insert the phrase "unless allowed by a court as a result of the County's breach of this Contract" at the end of the section.

GC-15, DELAYS: Replace the phrase "from any cause whatsoever" with the phrase "not caused by the County."

GC-16, MODIFICATIONS AND AMENDMENTS: Delete this section, as it is addressed in Part I.

GC-17, PATENTS, COPYRIGHTS AND LICENSES: Delete this section. This subject is addressed in the IBM Customer Agreement.

GC-21, CONDUCT OF THE CONTRACTOR: In the second sentence delete the words "for business or personal gain, or make other improper use of", and insert the words "for improper purposes" after the word "Contract".

GC-22, ACCIDENT REPORTS: The first sentence of this section shall be replaced with the following: "The Contractor shall provide the Purchasing Agent and Director with a written report within a reasonable time of an accident on the site which pertains in any way to this Contract and involves the Contractor's own personnel, or those of any of his subcontractors or others whether said occurrence be in nature of bodily injury to employees or third parties or property damage. In any event, Contractor will provide such a report within two business days after the IBM Project Manager has notice of the accident."

GC-23, USE OF COUNTY PREMISES AND RESOURCES: In the last sentence delete the words "or permit" in both instances.

GC-26, GUARANTEES AND WARRANTIES: Replace the first sentence with: "The warranties for products and services under this Contract are set forth in their entirety in the Contractor agreements incorporated herein." Replace the phrase "most favorable" with "standard" in the second sentence.

GC-27, STANDARD OF DELIVERABLES: With regard to the first sentence, certain hardware products may contain used or refurbished parts which are warranted as new.

GC-29, QUANTITIES: Delete this section.

GC-30, CONTRACT INTERPRETATION: Delete this section in its entirety.

GC-31, CONFIDENTIALITY AND OWNERSHIP OF DOCUMENTS:

This section is deleted in its entirety and replaced with the following”

“IBM agrees that information labeled as confidential by you and all financial, statistical, customer, marketing and personnel data relating to your business, in each case as disclosed to IBM in connection with this Agreement, are your confidential information ("Client Confidential Information"). You agree that information labeled as confidential by IBM and IBM's methodologies (including without limitation, ascendant), products, tools and proprietary software, training materials, industry templates and data, and any updates, changes and additions to the foregoing, in each case as disclosed to you in connection with this Agreement, are confidential information of IBM ("IBM Confidential Information"). Client Confidential Information and IBM Confidential Information are collectively referred to as "Confidential Information". Neither party will, without the prior written consent of the other, disclose to any third party any Confidential Information, which is received from the other party for the purposes of providing or receiving Services. Each party agrees that any such Confidential Information received by it from the other may be used by its (and its respective Affiliates') personnel only for the purposes of providing or receiving Services under this or any other contract between the parties. These restrictions will not apply to any information which: (i) is or becomes generally available to the public other than as a result of a breach of an obligation under this Clause ; (ii) is acquired from a third party without an obligation of confidentiality; (iii) is or has been independently developed by the recipient (or one of its Affiliates) or was known to it or them prior to receipt; or (iv) is generally known or easily ascertainable by non-parties of ordinary skill in computer or process design or programming or in the business of Client. Neither party will be liable to the other for inadvertent or accidental disclosure of Confidential Information if the disclosure occurs notwithstanding the party's exercise of the same level of protection and care that such party customarily uses in safeguarding its own confidential information. Confidential Information disclosed under this Agreement will be subject to this Clause 6 for 2 years following the initial date of disclosure.

Notwithstanding the above, each party will be entitled to disclose Confidential Information of the other: (i) to its respective insurers or legal advisors; and (ii) to a third party, to the extent that this is required by any court of competent jurisdiction, by a governmental or regulatory authority, or where there is a legal right, duty or requirement so to disclose, provided that in the case of sub-Clause 2 (ii), where reasonably practicable (and without breaching any legal or regulatory requirement) not less than 2 business

days' notice in writing is first given to the other party. Notwithstanding anything to the contrary, IBM may disclose Confidential Information referred to in this Clause to (i) IBM's Affiliates or (ii) a third party as may be necessary for the delivery of the Services, subject to such third party agreeing, in writing, to be bound by similar terms and conditions. IBM may similarly retain the engagement work papers in 'hard copy' or electronic format for IBM's or its Affiliates' internal use."

GC-32, AUDIT; EXAMINATION OF RECORDS:

Replace the first paragraph with the following: "Upon receipt of a reasonable written request from the County, the Contractor agrees that the Cook County Auditor or any of its duly authorized representatives shall, until three (3) years after the final payment under the Contract, have access and the right to examine any non-confidential documents, papers, invoices and records directly related to: (i) charges paid by the County; or (ii) Contractor's compliance with any term, condition or provision hereof. Such access and right shall be: (i) at the County's sole expense; (ii) conducted during Contractor's normal business hours; and (iii) subject to Contractor's security procedures." In addition, insert the phrase "because Contractor has overcharged or improperly charged the County under the Contract" after the word "County" in the second line of the third paragraph

GC- 33, GOVERNING LAW: Delete everything following the first sentence. Add the following sentence: "The parties agree to venue and jurisdiction in the Federal District Court for the Northern District of Illinois in Chicago."

GC-36, Force Majeure: Replace the phrase "be limited to" with "include".

Automatic Renewal

No services provided under this Contract that have a fixed term shall be automatically renewed.

Required Consents

Despite any language to the contrary contained in any of Contractor's documents comprising Exhibit B, the parties' agreement regarding Required Consents shall be as follows:

The County shall be obligated to obtain and provide to IBM all Required Consents necessary for us to provide the Services described in this Contract. A Required Consent means any consents or approvals required to give Contractor or its subcontractors the right or license to access, use and/or modify (including creating derivative works) the hardware, software, firmware and other products not provided by Contractor under this Contract, to enable Contractor and its subcontractors to perform the Services set forth hereunder in Exhibit A without infringing the ownership or license rights (including patent and copyright) of the providers or owners of such products. Contractor will make the County aware of the need for any Required Consents of which Contractor is aware.

Maximum Amount Payable

Notwithstanding anything to the contrary that may be stated or implied in this Contract, including any document that this Contract refers to or incorporates by reference, the County's total financial responsibility to Contractor under this Contract shall not under any circumstances exceed the amount authorized by the Cook County Board of Commissioners (which sum, as of the Effective Date is \$1,000,000.00) less amounts already paid regardless of the theory pursuant to which the right to additional payment is claimed or asserted, except as provided by mutual agreement in writing pursuant to GC-16, Modifications and Amendments (as modified by this Addendum).

Modifications to IBM Customer Agreement

1) Section 1.4, Prices and Payment:

In the third paragraph, the words "including any late payment fees as we specify in the invoice" are deleted.

2) Section 1.7, Limitation of Liability:

In the first line of subsection 3, the words "the greater of \$100,000 or" are deleted.

3) Section 1.8, Mutual Responsibilities:

In subsection 7, the word "two" is deleted and replaced with the word "five".

4) Section 1.14, Governing Law:

"New York" is deleted and replaced by "Illinois".

5) Section 5.3, Project Support Services Termination:

The sentence: "You agree to pay us for all Services we provide and any Materials we deliver through the project's termination and any charges we may incur in terminating subcontracts" is modified to delete the words "and any charges we may incur in terminating subcontracts".

Modifications to IBM Customer Agreement Attachment for State and Local Government

This Attachment is deleted in its entirety.

ECONOMIC DISCLOSURE STATEMENT

**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/PROPOSER 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 Letter(s) of Certification, a copy of Joint Venture Agreement clearly describing the role of the MBE/WBE firm(s) and its ownership interest in the Joint Venture and a completed Joint Venture Affidavit – available from the Office of Contract Compliance.)

 X 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 performance 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:

MBE/WBE Firm: _____

Address: _____

E-mail: _____

Contact Person: _____ Phone: _____

Dollar Amount Participation: \$ _____

Percent Amount of Participation: _____ %

*Letter of Intent attached? Yes _____ No _____

*Letter of Certification attached? Yes _____ No _____

MBE/WBE Firm: _____

Address: _____

E-mail: _____

Contact Person: _____ Phone: _____

Dollar Amount Participation: \$ _____

Percent Amount of Participation: _____ %

*Letter of Intent attached? Yes _____ No _____

*Letter of Certification attached? Yes _____ No _____

Attach additional sheets as needed.

***Where goals have not been achieved through Direct Participation, Bidder/Proposer shall include documentation outlining efforts to achieve Direct Participation at the time of Bid/Proposal submission.**

II. Indirect Participation of MBE/WBE Firms

NOTE: This section need not be completed if the MBE/WBE goals have been met through Direct Participation. However, Indirect Participation will only be considered after all efforts to achieve Direct Participation have been exhausted. Only after written documentation of Good Faith Efforts is received will Indirect Participation be considered.

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

MBE/WBE Firm: CTG Inc. of Illinois DBA/Novanis
Address: 3161 W. White Oaks Dr, Springfield
E-mail: Mike.Tirpak@Novanis.com ILL. 62704
Contact Person: Mike Tirpak Phone: 217-698-0999
Dollar Amount Participation: \$ 300,000
Percent Amount of Participation: 30%
*Letter of Intent attached? Yes No
*Letter of Certification attached? Yes No

MBE/WBE Firm: _____
Address: _____
E-mail: _____
Contact Person: _____ Phone: _____
Dollar Amount Participation: \$ _____
Percent Amount of Participation: _____ %
*Letter of Intent attached? Yes _____ No _____
*Letter of Certification attached? Yes _____ No _____

Attach additional sheets as needed.

*All Letters of Intent, Letters of Certification and documentation of Good Faith Efforts omitted from this bid/proposal must be submitted to the Office of Contract Compliance so as to assure receipt by the Contract Compliance Administrator not later than three (3) business days after bid opening or proposal due date.

COOK COUNTY LETTER OF INTENT
(Section 2)

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

Contract Title & Number: IBM Disaster Recovery
From: CTG Inc. of Illinois / DBA NOVANIS
(MBE/WBE Firm)
To: IBM
(Bidder/Proposer Firm) and the County of Cook

The Undersigned is prepared to provide the following services, supplies and project in connection with the above named contract (the "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>Indirect Participation</u>	<u>\$ 300,000 30%</u>
2. _____	\$ _____ %
3. _____	\$ _____ %
4. _____	\$ _____ %
Total: <u>\$ 300,000 30%</u>	

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.

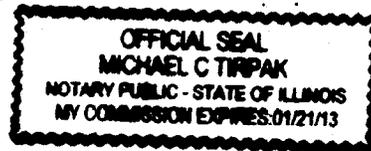
Upon Penalty of perjury, I James Lee (print name)
the PRESIDENT (title) and duly authorized representative
of the CTG INC. OF ILLINOIS DBA NOVANIS (MBE/WBE firm) affirm

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 \$ 300,000 which represents the above indicated total percentage 30% % for the contract amount \$ 1,000,000.

[Signature] (Signature of affiant) 6, 21, 2010 (Date)

Subscribed and sworn to before me this 21st day of JUNE, 2010

[Signature]
(Notary's Signature)



COOK COUNTY LETTER OF INTENT
FROM BIDDER OR PROPOSER TO COOK COUNTY

Upon penalty of perjury, Robert Legatzke (print name),
the Client Representative (title) and duly authorized
representative of F B M (Bidder/Proposer firm),

affirm that the foregoing information is true and correct and the services, supplies, and/or project indicated above will
be supplied/performed for the above indicated total dollar amount \$ 300,000, which represents the
above indicated total percentage 30 % for the contract amount \$ 1,000,000

Robert Legatzke
(Signature of affiant)

6,22,10
(Date)

Subscribed and sworn to before me this 22nd day of June, 2010.

Dawn McBride
(Notary's Signature)

(Notary Seal)



THE BOARD OF COMMISSIONERS

TODD H. STROGER

PRESIDENT

EARLEAN COLLINS
ROBERT STEELE
JERRY BUTLER
WILLIAM M. BEAVERS
DEBORAH SIMS
JOAN PATRICIA MURPHY
JOSEPH MARIO MORENO
ROBERTO MALDONADO

1st Dist.	PETER N. SILVESTRI	9th Dist.
2nd Dist.	MIKE QUIGLEY	10th Dist.
3rd Dist.	JOHN P. DALEY	11th Dist.
4th Dist.	FORREST CLAYPOOL	12th Dist.
5th Dist.	LARRY SUFFREDIN	13th Dist.
6th Dist.	GREGG GOSLIN	14th Dist.
7th Dist.	TIMOTHY O. SCHNEIDER	15th Dist.
8th Dist.	ANTHONY J. PERAICA	16th Dist.
	ELIZABETH ANN DODDY GORMAN	17th Dist.



March 28, 2008

COOK COUNTY
OFFICE OF CONTRACT COMPLIANCE

BETTY HANCOCK PERRY
DIRECTOR

118 North Clark Street, Room 1020
Chicago, Illinois 60602-1304
E-MAIL: bherry@cookcountygov.com
TEL (312) 603-5502
FAX (312) 603-4547

Mr. James Zuan-Wu Lue
President
CTG Inc. of Illinois dba / Novanis
3161 West White Oaks Drive Suite 100
Springfield, IL 62704

Annual Certification Expires: March 28, 2011

Dear Mr. Lue:

We are pleased to inform you that CTG Inc. of Illinois dba/ Novanis has been certified as an **MBE (8)** by Cook County Government. This **MBE(8)** certification is valid until **March 28, 2011**; however your firm must be revalidated annually. Your firm's next annual validation is required by **March 28, 2009**.

As a condition of continued certification during this three (3) year period, you must file a **"No Change Affidavit"** within sixty (60) days prior to the date of annual expiration. Failure to file this Affidavit shall result in the termination of your certification. You must notify Cook County Government's Office of Contract Compliance of any change in ownership or control of your firm or any other matters or facts affecting your firm's eligibility for certification.

Cook County Government may commence action to remove your firm as an **MBE(8)** vendor if you fail to notify us of any changes of facts affecting your firm's certification, or if your firm otherwise fails to cooperate with the County in any inquiry or investigation. Removal of status may also be commenced if your firm is found to be involved in bidding or contractual irregularities.

Your firm will be listed on the Internet in the next edition of the Cook County Directory of Minority and Women Business Enterprises. Your area of specialty will be listed as:

INFORMATION TECHNOLOGY SERVICES

Your participation on County contracts will be credited toward **MBE (8)** goals in your area(s) of specialty. While your participation on Cook County contracts is not limited to your specialty, credited toward **MBE (8)** goals will be given only for work done in the specialty category.

Thank you for your continued interest in Cook County Government's Minority and Women Business Enterprise Programs.

Sincerely,

Betty Hancock Perry
Betty Hancock Perry
Director

BHP/ehw

Enclosed: **NO Change Affidavit**

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

A. BIDDER/PROPOSER HEREBY REQUESTS:

FULL MBE WAIVER

FULL WBE WAIVER

REDUCTION (PARTIAL MBE and/or WBE PARTICIPATION)

_____ % of Reduction for MBE Participation

_____ % of Reduction for WBE Participation

B. REASON FOR FULL/REDUCTION WAIVER REQUEST

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

1) lack of sufficient qualified MBEs and/or WBEs capable of providing the goods or services required by the contract **(please explain)**

2) the specifications and necessary requirements for performing the Contract make it impossible or economically infeasible to divide the Contract to enable the contractor to utilize MBEs and/or WBEs in accordance with the applicable participation **(please explain)**

3) price(s) quoted by potential MBEs and/or WBEs are above competitive levels and increase cost of doing business and would make acceptance of such MBE and/or WBE bid economically impracticable, taking into consideration the percentage of total contract price represented by such MBE and/or WBE bid **(please explain)**

4) there are other relevant factors making it impossible or economically infeasible to utilize MBE and/or WBE firms **(please explain)**

C. GOOD FAITH EFFORTS TO OBTAIN MBE/WBE PARTICIPATION

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

- 1) Made timely written solicitation to identified MBEs and WBEs for utilization of goods and/or services; and provided MBEs and WBEs with a timely opportunity to review and obtain relevant specifications, terms and conditions of the proposal to enable MBEs and WBEs to prepare an informed response to solicitation **(please attach)**

- 2) Followed up initial solicitation of MBEs and WBEs to determine if firms are interested in doing business **(please attach)**

- 3) Advertised in a timely manner in one or more daily newspapers and/or trade publication for MBEs and WBEs for supply of goods and services **(please attach)**

- 4) Use the services and assistance of the Office of Contract Compliance Staff **(please explain)**

- 5) Engaged MBEs & WBEs for indirect participation **(please explain)**

D. OTHER RELEVANT INFORMATION

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

**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

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).

D. DELINQUENCY IN PAYMENT OF TAXES

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

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.

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.

**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

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:

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:

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:

Applicant has no "Substantial Owner."

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:

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: _____

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").

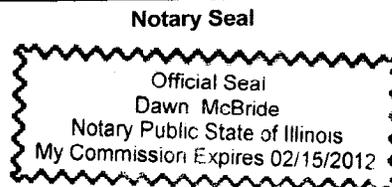
- _____ A. The Applicant has no judicially or administratively ordered child support obligations.
_____ B. The Applicant has an outstanding judicially or administratively ordered obligation, but is paying in accordance with the terms of the order.
_____ C. The Applicant is delinquent in paying judicially 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: Robert J. Jagotha Date: 6-29-10

Subscribed and sworn to before me this 29th day of June, 2010

x Dawn McBride
Notary Public Signature



04.09

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 IBM Corp D/B/A: _____ EIN NO: 13-0871985

Street Address: 71 So. Wacker Drive

City: Chicago State: IL Zip Code: 60606

Phone No.: 312-529-3828

Form of Legal Entity:

Sole Proprietor 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
<i>No substantial ownership</i>		

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
<i>N/A</i>		

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.
- I state under oath that the Holder has withheld no disclosure as to ownership interest nor reserved any information required to be disclosed.

Robert Legatzke
 Name of Authorized Applicant/Holder Representative (please print or type)

Robert Legatzke
 Signature

relegat@us.ibm.com
 E-mail address

Client Representative
 Title

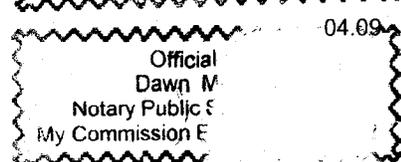
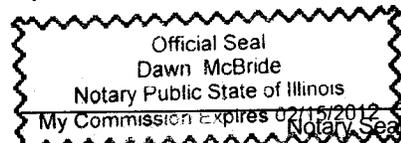
6-29-10
 Date

312-529-3828
 Phone Number

Subscribed to and sworn before me this 29th day of June, 2010.

x Dawn McBride
 Notary Public Signature

My commission expires:



SIGNATURE BY A SOLE PROPRIETOR
(SECTION 6)

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 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.

BUSINESS NAME: _____

BUSINESS ADDRESS: _____

BUSINESS TELEPHONE: _____ FAX NUMBER: _____

FEIN/SSN: _____

COOK COUNTY BUSINESS REGISTRATION NUMBER: _____

SOLE PROPRIETOR'S SIGNATURE: _____

PRINT NAME: _____

DATE: _____

Subscribed to and sworn before me this

_____ day of _____, 20__.

My commission expires:

X _____

Notary Public Signature

Notary Seal

SIGNATURE BY A SOLE PROPRIETOR
(SECTION 6)

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 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.

BUSINESS NAME: _____

BUSINESS ADDRESS: _____

BUSINESS TELEPHONE: _____ FAX NUMBER: _____

FEIN/SSN: _____

COOK COUNTY BUSINESS REGISTRATION NUMBER: _____

SOLE PROPRIETOR'S SIGNATURE: _____

PRINT NAME: _____

DATE: _____

Subscribed to and sworn before me this

_____ day of _____, 20__.

My commission expires:

X _____

Notary Public Signature

Notary Seal

SIGNATURE BY A SOLE PROPRIETOR
(SECTION 6)

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BUSINESS NAME: _____

BUSINESS ADDRESS: _____

BUSINESS TELEPHONE: _____ FAX NUMBER: _____

FEIN/SSN: _____

COOK COUNTY BUSINESS REGISTRATION NUMBER: _____

SOLE PROPRIETOR'S SIGNATURE: _____

PRINT NAME: _____

DATE: _____

Subscribed to and sworn before me this

_____ day of _____, 20____.

My commission expires:

X _____

Notary Public Signature

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.

BUSINESS NAME: _____

BUSINESS ADDRESS: _____

BUSINESS TELEPHONE: _____ FAX NUMBER: _____

CONTACT PERSON: _____ FEIN/SSN: _____

*COOK COUNTY BUSINESS REGISTRATION NUMBER: _____

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

*BY: _____

Date: _____

Subscribed to and sworn before me this

_____ day of _____, 20____.

My commission expires:

X _____

Notary Public Signature

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.**

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.

BUSINESS NAME: _____

BUSINESS ADDRESS: _____

BUSINESS TELEPHONE: _____ FAX NUMBER: _____

CONTACT PERSON: _____ FEIN/SSN: _____

*COOK COUNTY BUSINESS REGISTRATION NUMBER: _____

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

*BY: _____

Date: _____

Subscribed to and sworn before me this

_____ day of _____, 20____.

My commission expires:

X _____

Notary Public Signature

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.**

SIGNATURE BY A PARTNERSHIP (AND/OR A JOINT VENTURE)
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BUSINESS NAME: _____

BUSINESS ADDRESS: _____

BUSINESS TELEPHONE: _____ FAX NUMBER: _____

CONTACT PERSON: _____ FEIN/SSN: _____

*COOK COUNTY BUSINESS REGISTRATION NUMBER: _____

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

*BY: _____

Date: _____

Subscribed to and sworn before me this

_____ day of _____, 20__.

My commission expires:

X _____

Notary Public Signature

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.**

SIGNATURE BY A CORPORATION
(SECTION 8)

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.

BUSINESS NAME: IBM Corporation

BUSINESS ADDRESS: 71 So. Wacker Drive
Chicago, IL 60606

BUSINESS TELEPHONE: 312-529-3828 FAX NUMBER: 312-529-1964

CONTACT PERSON: Robert Legatke

FEIN: 13-0871985 *IL CORPORATE FILE NUMBER: 0480-1016

LIST THE FOLLOWING CORPORATE OFFICERS:

PRESIDENT: Samuel Palmisano VICE PRESIDENT: Frank Kern

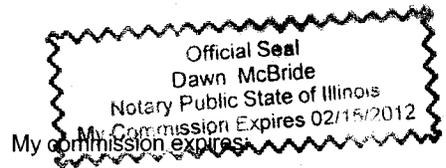
SECRETARY: Andrew Bonzani TREASURER: Martin Schroeter

**SIGNATURE OF PRESIDENT: Jon T. Santelano, Client Director

ATTEST: Robert Legatke (CORPORATE SECRETARY)
Client Representative

Subscribed and sworn to before me this
29th day of June, 2010.

x Dawn McBride
Notary Public Signature



Notary Seal

* If the corporation is not registered in the State of Illinois, a copy of the Certificate of Good Standing from the state of incorporation must be submitted with this Signature Page.

** In the event that this Signature Page is signed by any persons than the President and Secretary, attach either a certified copy of the corporate by-laws, resolution or other authorization by the corporation, authorizing such persons to sign the Signature Page on behalf of the corporation.

SIGNATURE BY A CORPORATION
(SECTION 8)

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.

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CONTACT PERSON: Robert Legatke
FEIN: 13-0871985 *IL CORPORATE FILE NUMBER: 0480-1016

LIST THE FOLLOWING CORPORATE OFFICERS:

PRESIDENT: Samuel Palmisano VICE PRESIDENT: Frank Kern
SECRETARY: Andrew Bonzani TREASURER: Martin Schroeter
**SIGNATURE OF PRESIDENT: Jan T. Santolucito, Client Director
ATTEST: Robert Legatke (CORPORATE SECRETARY)
Client Representative

Subscribed and sworn to before me this
29th day of June, 2010.
x Dawn McBride
Notary Public Signature

Official Seal
Dawn McBride
Notary Public State of Illinois
My Commission Expires 5/2012
My commission expires

Notary Seal

- * If the corporation is not registered in the State of Illinois, a copy of the Certificate of Good Standing from the state of incorporation must be submitted with this Signature Page.
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(SECTION 8)

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CONTACT PERSON: Robert Legatke
FEIN: 13-0871985 *IL CORPORATE FILE NUMBER: 0480-1016

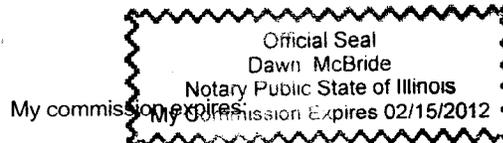
LIST THE FOLLOWING CORPORATE OFFICERS:

PRESIDENT: Samuel Palmisano VICE PRESIDENT: Frank Kern
SECRETARY: Andrew Bonzani TREASURER: Martin Schroeter
**SIGNATURE OF PRESIDENT: Jan T. Santulal, Client Director
ATTEST: Robert Legatke (CORPORATE SECRETARY)
Client Representative

Subscribed and sworn to before me this

29th day of June, 2010

x Dawn McBride
Notary Public Signature



Notary Seal

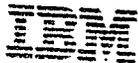
* If the corporation is not registered in the State of Illinois, a copy of the Certificate of Good Standing from the state of incorporation must be submitted with this Signature Page.

** In the event that this Signature Page is signed by any persons than the President and Secretary, attach either a certified copy of the corporate by-laws, resolution or other authorization by the corporation, authorizing such persons to sign the Signature Page on behalf of the corporation.

IBM CORPORATION
1988
ALL RIGHTS RESERVED
IBM, THE IBM logo, and the IBM Corporation name are trademarks of International Business Machines Corporation in the United States and other countries.

Robert E. Legatzke
Senior Client Representative
Government Systems

71 S. Wacker Dr.
7th Floor
Chicago, IL 60606 4637
Tel 312 529 3828
Fax 312 529 1964
relegat@us.ibm.com



James T. Lautenbach
Client Director
Public Sector

71 S. Wacker Dr.
7th Floor
Chicago, IL 60606 4637
Tel 312 529 3825
Fax 312 529 1964
jlaute@us.ibm.com

As Adopted by the IBM Board of Directors on April 25, 1994

RESOLUTION REGARDING ORDINARY COURSE TRANSACTIONS

RESOLVED, that each officer and each assistant officer of the Corporation be, and each hereby is, authorized and empowered to approve, execute and deliver in the name and on behalf of the Corporation all contracts, instruments, bids, proposals, bonds and other documents (and amendments thereto) necessary or appropriate in the ordinary course of (i) contracts and other documents for the sale, lease or license of products and services, (ii) contracts and other documents for the purchase or procurement of supplies, materials and components, (iii) documents for the prosecution, settlement and disposition of claims and suits in the ordinary course (including environmental matters), (iv) documents prepared or filed pursuant to governmental reporting or certification requirements, and (v) other contracts and documents in furtherance of the manufacturing, development, marketing and protection of the Corporation's products, services and assets (including intellectual property), and

RESOLVED FURTHER, that each such officer and assistant officer be, and hereby is, authorized and empowered to further delegate, and permit the redelegation of, in whole or in part and in writing, the authority provided for in the preceding resolution to or by any other officer or employee of the Corporation.

DELEGATION OF AUTHORITY

I, Jessica E. Lorden, Vice President and General Counsel, IBM North America, do hereby certify that said Vice President and General Counsel, in accordance with and pursuant to resolutions of the Board of Directors of International Business Machines Corporation ("IBM") duly adopted at a meeting duly held and called on April 25, 1994, has been duly authorized to execute and deliver in the name of and on behalf of IBM any contract or other document or instrument necessary or appropriate in the ordinary course of IBM's business, including but not limited to bid documents for the sale of IBM products and services to federal, state and local governments and agencies, purchase orders and sales agreements, and the like, and to delegate this authorization within the IBM organization in the United States, including Puerto Rico; and that said authorization has not been modified, amended or rescinded and continues in full force and effect. So authorized, I hereby delegate said authority to execute and deliver in the name of and on behalf of IBM any such contract or other document or instrument to the persons holding the below listed positions in the IBM organization in the United States, including Puerto Rico:

President
Treasurer
Vice President
General Manager
Partner
Associate Partner
Position titles that include the words:
Counsel
Attorney
Director
Executive
Principal
Sales Manager
Program Manager
Sales Representative
Sales Specialist
Service Specialist
Contracts & Negotiations
Client Manager
Practice Leader
Project Manager
Business Area Leaders
Business Operations Manager
Business Partner Relationship Representative
Client/Customer Contract Representative
Client Relationship Representative
Client Unit Executive

Client Representative
Customer Fulfillment Professional
Customer Operations Manager
Account Support Representative
Bankruptcy Coordinator
Contracts Relations Advisor
Complex Opportunity Professional
Financial Offerings Leader
Software Account Manager
Service Delivery Manager
Service Delivery Executive
System Service Representative
Client Solutions Support Representative
Technical Support Renewal Manager
Integrated Channel Representative

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of
said International Business Machines Corporation on this 1st day of July
2008.

Jessica Lorden
Jessica E. Lorden
Vice President, General Counsel
IBM North America

Dated: 7/1/08

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:

Todd A. Spivey

PRESIDENT, COOK COUNTY BOARD OF COMMISSIONERS

Carmen K. Triebel-Cobin

COOK COUNTY PURCHASING AGENT

Christina M. Kravitz

COOK COUNTY COMPTROLLER

DATED AT CHICAGO, ILLINOIS THIS 1st DAY OF June, 2010.

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

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

10-41-157

OR

ITEM(S), SECTION(S), PART(S): 1,000,000⁰⁰

TOTAL AMOUNT OF CONTRACT: \$ _____ (DOLLARS AND CENTS)

FUND CHARGEABLE: _____

APPROVED BY BOARD OF
COOK COUNTY COMMISSIONERS

APPROVED AS TO FORM:

NOV 03 2010

[Signature] 9-24-10
ASSISTANT STATE'S ATTORNEY

COM _____