



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

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

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

PURCHASE ORDERED ISSUED TO
744445

NTT/Verio
P O Box 650091
Dallas TX 75265-0091

DATE
9/7/2010
F.O.B. POINT

PURCHASE ORDER NO.
173956 - 000- OP
REQUISITION NO.
00092751 OC

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

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

DELIVERY INSTRUCTIONS
Steve Edmonson 312-603-1400 69
W. Washington Suite 2700

DEPT NO	
0090201	Page 1 of 1

LINE	FURNISH THE FOLLOWING SUPPLIES AND/OR SERVICE	QUANTITY/ UOM	UNIT PRICE	EXTENDED PRICE	ACCOUNT NUMBER
1.00	Web & Internet Hosting 06/1/09-05/31/10 UNLIMITED SECURE DEDICATED INTERNET ACCESS AND WEB HOSTING AS PER CONTRACT 10-41-98 AUTHORIZED BY COUNTY BOARD 06/15/10 CONTRACT PERIOD 06/01/2009 THROUGH 05/31/2010 REQ 00090003	.00 LO	.0000	275,000.00	0090201.540180
***** Total Order *****				275,000.00	

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

RECEIPT CERTIFICATION (FOR DEPARTMENT USE ONLY)

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

Authorized Signature: _____

Date: _____

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

PURCHASING AGENT

Date: _____

Steve Edmonson 9-8-10

Purchase Requisition
Office of the Purchasing Agent
Cook County of Illinois

6-23-10
7-15-10

10-91-98

TE

Purchase Order Number
173956

Requisition # OC 92751 Contract #

Ship To: 8000458 Information Technology- Automa
Cook County Administration Office
69 W. Washington Street Rm 250
Chicago IL 60602-3007

Supplier: 744445 NTTVerio
P O Box 650091
Dallas TX 75265-0091

Buyer Number 724150 Supervisor 40
Bid/Sale Src Code SSV
Business Unit 0090201
Internal Req Number 00090003
Board Apr Date & Item Board Approved June 14, 2010
Requisition Date 6/21/2010
Date Needed 6/21/2010

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

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

1,000 962 Web & Internet Hosting 06/1/09-05/31/10 < > LO .0000 275,000.00 0090201,540180

Total of Items Ordered 275,000.00

BA 9/17

OK to Buy

PROCUREMENT

PROCUREMENT

CCA

40:54 PM 13 JUN 2010
APPROVED BUDGETARY ACCOUNTING

~~06-11-10~~ ~~06-11-10~~
PURCHASING USE ONLY

RECEIVED
OFFICE OF THE
PURCHASING AGENT

RECEIVED
OFFICE OF THE
PURCHASING AGENT

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

Boyle
REQUISITIONER

X. [Signature]
BUREAU or DEPARTMENT HEAD

REPORT OF THE COMMITTEE ON INFORMATION TECHNOLOGY AND AUTOMATION

June 14, 2010

The Honorable,
The Board of Commissioners of Cook County

ATTENDANCE

Present: Chairman Beavers, Commissioners Butler, Daley, Peraica and Schneider (5)

Absent: Vice Chairman Gorman, Commissioners Goslin, Moreno and Steele (4)

Also Present: Jarese Wilson, Deputy Chief Information Officer, Cook County Bureau of Technology

Ladies and Gentlemen:

Your Committee on Information Technology and Automation of the Board of Commissioners of Cook County met pursuant to notice on Monday, June 14, 2010 at the hour of 11:00 A.M. in the Board Room, Room 569, County Building, 118 North Clark Street, Chicago, Illinois.

Your Committee has considered the following items and, upon adoption of this report, the recommendations are as follows:

306465 BUREAU OF TECHNOLOGY, by R. Steve Edmonson, Chief Information Officer, transmitting a Communication, dated March 15, 2010:

requesting authorization for the Purchasing Agent to enter into a contract with **NTT/VERIO, INC.**, Chicago, Illinois, for unlimited, secure, dedicated internet access throughout Cook County's wide area network and web hosting services.

Reason: After completion of a Request for Proposal (RFP) process for the selection of an Internet Service Provider, NTT/Verio, Inc. is being recommended based on its technical capability, qualified personnel, prior demonstrated responsiveness, and lowest cost to the County. The expiration date of the current contract was May 31, 2009.

Estimated Fiscal Impact: \$275,000.00. Contract period: June 1, 2009 through May 31, 2010. (009-441 Account). Requisition No. 00090003.

***Referred to the Committee on Information Technology and Automation on 05-04-10.**

Commissioner Daley, seconded by Commissioner Butler, moved the approval of Communication No. 306465. The motion carried.

306466 BUREAU OF TECHNOLOGY, by R. Steve Edmonson, Chief Information Officer, transmitting a Communication, dated April 9, 2010:

requesting authorization for the Purchasing Agent to extend for one (1) year, Contract No. 09-41-227 with **SYSTEM SOLUTIONS, INC.**, Northbrook, Illinois, for computer hardware, software, peripheral equipment and support services. The Bureau of

Technology is also seeking authorization to be able to add, delete and update contract items as needed to support the changing technology needs of Cook County.

Reason: The time only extension is needed to allow county agencies to continue to acquire and support computer equipment related to new technology initiatives and replacement of outdated equipment due to computer obsolescence. The ability to add, delete and update contract items as needed will allow Cook County to obtain newer technology as appropriate during the terms of the contract. Approximately \$20,094,914.00 remains on this contract. The expiration date of the current contract is July 6, 2010.

Estimated Fiscal Impact: None. Contract extension: July 7, 2010 through July 6, 2011.

Vendor has met the Minority and Women Business Enterprise Ordinance.

***Referred to the Committee on Information Technology and Automation on 05-04-10.**

Commissioner Daley, seconded by Commissioner Butler, moved the approval of Communication No. 306466. The motion carried.

306467 BUREAU OF TECHNOLOGY, by R. Steve Edmonson, Chief Information Officer, transmitting a Communication, dated April 9, 2010:

requesting authorization for the Purchasing Agent to extend for one (1) year, Contract No. 09-41-221 with **DELL MARKETING, L.P.**, Round Rock, Texas, for computer software, software maintenance and support services. The Bureau of Technology is also seeking authorization to be able to add, delete and update contract items as needed to support the changing technology needs of Cook County.

Reason: The contract extension is needed to allow county agencies to continue to acquire computer software and maintenance related to technology initiatives and updates of existing software licenses. The ability to add, delete and update contract items as needed will allow Cook County to obtain newer technology as appropriate during the terms of the contract. Approximately \$9,362,228.92 remains on this contract. The expiration date of the current contract is June 30, 2010.

Estimated Fiscal Impact: None. Contract extension: July 1, 2010 through June 30, 2011.

***Referred to the Committee on Information Technology and Automation on 05-04-10.**

Commissioner Daley, seconded by Commissioner Schneider, moved the approval of Communication No. 306467. The motion carried.

306468 BUREAU OF TECHNOLOGY, by R. Steve Edmonson, Chief Information Officer. Transmitting a Communication:

requesting approval of payment in the amount of \$155,000.00 to Ciber, Inc., Oakbrook Terrace, Illinois, for web hosting services.

Reason: The original vendor contract was still under negotiation. To ensure no interruption of service was experienced by the County, the current web portal

web hosting vendor took over until the contract was finalized.

Estimated Fiscal Impact: \$155,000.00. (009-441 Account).

***Referred to the Committee on Information Technology and Automation on 05-04-10.**

Communication No. 306468 was withdrawn at the request of the sponsor.

306658 COOK COUNTY CLERK, David Orr, County Clerk, by Clem Balanoff, Deputy County Clerk, transmitting a Communication:

requesting authorization for the Purchasing Agent to enter into a contract with **INTERDYN LANAC TECHNOLOGY CORPORATION.**, Chicago, Illinois, for cashiering and accounting system upgrade.

Reason: This contract proposes to upgrade the cashiering and accounting application, its operating system, peripheral programs and renewal of attendant licenses. InterDyn LANAC Technology Corporation in response to a Request for Proposal (RFP) developed, implemented and maintains the cashiering and accounting system, including a custom integration with the County MIS mainframe, which handles over \$200 million annually. Microsoft product support for the current version of the application expired October 12, 2009. The current licenses for the system expire November 30, 2010.

The Clerk requests authorization to proceed pending the completion of the 2010 Capital Equipment bond fund transaction.

Estimated Fiscal Impact: \$509,848.00. Contract period: June 1, 2010 through September 30, 2011. (717/110-579 Account). Requisition No. 01100004.

Approval of this item would commit Capital Equipment funds.

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

Vendor has met the Minority and Women Business Enterprise Ordinance.

***Referred to the Committee on Information Technology and Automation on 05-18-10.**

Commissioner Daley requested that his letter dated June 8, 2010 to The Honorable David Orr, Cook County Clerk, and Deputy Clerk Clem Balanoff's letter to Commissioner Daley, dated June 10, 2010 both be entered into the record.

Commissioner Daley, seconded by Commissioner Schneider, moved the approval of Communication No. 306658. The motion carried.

306659 COOK COUNTY CLERK, David Orr, by Clem Balanoff, Deputy County Clerk, transmitting a Communication, dated April 22, 2010:

requesting authorization for the Purchasing Agent to extend for two (2) years, Contract No. 08-41-213 with **SENTINEL TECHNOLOGIES**, Downers Grove, Illinois, for technical services.

Reason: Sentinel Technologies provides technical services for server

hardware/software upgrades, design and configuration changes, application development/programming, and election day support services with 24/7 coverage on critical devices and applications. Extension of contract date is necessary to expend the existing encumbered funds. Approximately \$73,540.50 remains on this contract. The expiration date of the current contract is December 31, 2010.

Estimated Fiscal Impact: None. Contract period extension: January 1, 2011 through December 31, 2012.

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

Vendor has met the Minority and Women Business Enterprise Ordinance.

***Referred to the Committee on Information Technology and Automation on 05-18-10.**

Commissioner Daley, seconded by Commissioner Butler, moved the approval of Communication No. 306659. The motion carried.

306660 COOK COUNTY CLERK, David Orr, by Clem Balanoff, Deputy County Clerk, transmitting a Communication, dated April 23, 2010:

requesting authorization for the Purchasing Agent to extend from July 21, 2010 through December 31, 2013, Contract No. 09-41-256 with **MG CONSULTING, LLC**, Mebane, North Carolina, for Oracle Database Administration services.

Reason: MG Consulting, LLC provides Oracle Database Administration Services to the Cook County Elections Department including administration tasks, backup and recovery, tuning, data refresh, and mentoring. MG Consulting, LLC is the sole qualified contractor with Oracle for the highly customized Cook County Voter Registration Management System. Extension of contract date is necessary to expend the existing encumbered funds. Approximately \$62,250.00 remains on this contract. The expiration date of the current contract is July 20, 2010.

Estimated Fiscal Impact: None. Contract period extension: July 21, 2010 through December 31, 2013.

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

***Referred to the Committee on Information Technology and Automation on 05-18-10.**

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

Communication No. 306660. The motion carried.

306873 COOK COUNTY CLERK, David Orr, by Clem Balanoff, Deputy County Clerk, transmitting a Communication, dated April 23, 2010:

requesting authorization for the Purchasing Agent to extend from December 1, 2010 through April 30, 2013, Contract No. 08-41-329 with **ELECTION SYSTEMS & SOFTWARE**, Omaha, Nebraska, for Voter Registration Management System maintenance and support.

Reason: Election Systems & Software is the vendor responsible for the maintenance and support for software and database maintenance for the Election Division's Voter Registration Management System. This extension is necessary to expend existing funds. Approximately \$235,000.00 remains on this contract. The expiration date of the current contract is November 30, 2010.

Estimated Fiscal Impact: None. Contract extension: December 1, 2010 through April 30, 2013.

***Referred to the Information Technology and Automation Committee on 06-01-10.**

Commissioner Daley, seconded by Commissioner Schneider, moved the approval of Communication No. 306873. The motion carried.

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

YOUR COMMITTEE RECOMMENDS THE FOLLOWING ACTIONS WITH REGARD TO THE MATTER NAMED HEREIN:

- Communication Number 306465 Approve
- Communication Number 306466 Approve
- Communication Number 306467 Approve
- Communication Number 306468 Withdraw
- Communication Number 306658 Approve
- Communication Number 306659 Approve
- Communication Number 306660 Approve
- Communication Number 306873 Approve

Respectfully submitted,
Committee on Information Technology
and Automation

XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX
William M. Beavers, Chairman

Attest:

XXXXXXXXXXXXXXXXXXXXXXXXXXXXX
Matthew B. DeLeon, Secretary

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



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

To: STEVE EDMONSON

Date JUNE 25, 2010

Dept: COOK COUNTY BUREAU OF TECHNOLOGY

Internal Reg. No. 00090003

System Req. No. 92751

Purchase Order No. _____

The attached requisition is being returned for the following reason(s). Please address the reason(s) indicated and return (if appropriate) in order for us to continue processing. A highlighted reason indicates the primary cause of return.

THE ATTACHED REQUISITION AND FUTURE REQUISITIONS MUST ADDRESS ALL OF THE REASONS BELOW IN ORDER TO PRECLUDE THEIR BEING RETURNED.

- _____ Please resubmit with requirements/specification(s) in the body of requisition and not "as per attached" if this is a quotation type transaction and not a formal bid/contract.
- _____ Please check with the Central Services Print Shop regarding the work and return for bidding by Purchasing in the event they are unable to accommodate your need.
- _____ Returning/canceling per the request of _____.
- _____ Requisition must be typed in its entirety _____.
- _____ Please begin description(s) with a noun generic to/descriptive of the commodity.
- _____ Please utilize the Balance on Hand, Unit of Measure, Quantity, Est. Unit Cost and Est. Extended Cost columns. Indicate a total. This information should mirror the fashion in which vendor will quote/invoice.
- _____ Please define the Unit of Measure in the description, i. e. a "case" equal 12 bottles of 6 ounces each and a "carton" equals 12 rolls of 250 sheets each.
- _____ Please resubmit with vendor's original proposal. Must be signed by vendor if less than \$25m.
- _____ Returning at the direction of Budget Director. Incorrect account number.
- _____ Provide Social Security/Federal Employers Identification Number of vendor for emergency number (E#) and sole source requests under \$25m.
- _____ Returning at the direction of the Budget Dept. Dept/Acct. not found or insufficient funds.
- _____ Need vendor's original invoice



92751-00090003

Letter of justification must report why this need could not be anticipated and the regular bidding process followed. You must also advise why you chose the specific vendor. In the event you are awaiting a Purchase Order from Purchasing, advise the requisition number and the date submitted to Purchasing. If there are other particulars which would reveal the current status or what is delaying a transaction, please advise. E#'s are not be used for what is likely to be a continuing need.

Justification letter must report why you chose the specific vendor.

Indicate vendor's invoice number and date of invoice on the requisition.

Appears to be an unauthorized purchase. Why did you not call for an E#?

Please provide the names of at least three prospective bidders able to meet your specifications.

Please provide letter of justification for sole source.

An item of this nature must be signed-off by the Dept/Agency Head.

Please advise prior Contract Number and the Expiration Date.

Please indicate "date to be delivered" in the space provided. Date should be the same as date needed, not "A.S.A.P."

Please remove information in the decription area which is not necessary for the prospective bidder to quote your need.

Provide the period of time in which you require these goods/services.

Please indicate if the nature of this request is a "one-time need" or is/will be a continuing need.

Vendor billing reflects sales tax. You must obtain an original corrected vendor's invoice. Sales tax exemption letter is attached.

An item of this nature can be bid. Please resubmit with specification and (if appropriate) samples.

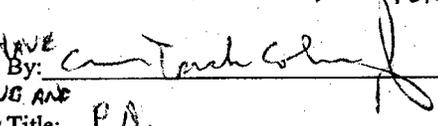
Please provide your specification(s) and special conditions.

Tendor Note Items are to be sent first to the Budget Department. Budget will forward to Purchasing.

FMIS system reports this requisition has been placed on budget hold.

Combine and resubmit with date of Board authorization.

~~Other:~~ PLEASE ADVISE WHY YOU GOT BOARD APPROVAL TO ENTER INTO A CONTRACT ON 6-14-10 WHEN YOUR ORIGINAL BOARD APPROVAL FROM 6-2-08 HAD THE OPTION OF TWO(2) ONE-YEAR RENEWALS?? A NEW REQUEST FOR PROPOSAL (RFP)
Please return this letter with the resubmitted requisition.

WAS NOT PROCESSED, SO YOU SHOULD HAVE RECEIVED BOARD APPROVAL TO AMEND AND RENEW UNDER CONTRACT # 08-41316 Title: P.A.
By: 

OR A NEW RFP SHOULD HAVE BEEN PROCESSED. ORIGINAL RFP WAS FOR \$188,412.00 AND THIS REQUEST WAS BOARD APPROVAL FOR \$275,000.00
page 2 of 2

ANY QUESTIONS, PLEASE CONTACT CHERYL MCCRARY AT 312-603-2391

NTT/VERIO

March 31, 2010

Mr. Steve Edmonson, CIO
Bureau of Technology
Cook County Government
69 West Washington Street, Suite 2700
Chicago, Illinois 60602

Dear Mr. Edmonson:

Thank you for the opportunity to work with you and the many Cook County agencies as your Internet Service Provider. The total price for dedicated Internet access, managed firewall security services, managed hosting and Internet services is \$275,000.00. The addition of \$87,000 is due to the addition of servers and backup services. The contract period is from June 1, 2009 through May 31, 2010.

This contract will allow for uninterrupted Internet services for all agencies under the Cook County Bureau of Information Technology and Automation umbrella. We will also be providing maintenance, support, and hosting for various Cook County web sites. NTT/Verio is the only company that can provide the inbound access for NTT/Verio dedicated access and web hosting services.

We appreciate the opportunity to continue to work with Cook County Government.

Please feel free to call me directly at 917-536-0475 with any questions or comments.

Sincerely,



Ken Enright
Director of Business Development
NTT/Verio

POST BOARD AGENDA

REFERRED TO THE COMMITTEE ON INFORMATION
TECHNOLOGY & AUTOMATION #306465
BY THE BOARD OF COOK COUNTY COMMISSIONERS
MAY 04 2010

BUREAU OF TECHNOLOGY

PROPOSED CONTRACT

Transmitting a Communication, dated March 15, 2010 from

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

requesting authorization for the Purchasing Agent to enter into a contract with NTT/Verio, Inc., Chicago, Illinois, for unlimited, secure, dedicated internet access throughout Cook County's wide area network and web hosting services.

Reason: After completion of a Request for Proposal (RFP) process for the selection of an Internet Service Provider, NTT/Verio, Inc. is being recommended based on its technical capability, qualified personnel, prior demonstrated responsiveness, and lowest cost to the County. The expiration date of the current contract was May 31, 2009.

Estimated Fiscal Impact: \$275,000.00. Contract period: June 1, 2009 through May 31, 2010. (009-441 Account). Requisition No. 00090003.

No lobbying contact was made for this item.

NTT/VERIO

March 31, 2010

Mr. Steve Edmonson, CIO
Bureau of Technology
Cook County Government
69 West Washington Street, Suite 2700
Chicago, Illinois 60602

Dear Mr. Edmonson:

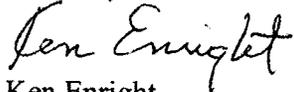
Thank you for the opportunity to work with you and the many Cook County agencies as your Internet Service Provider. The total price for dedicated Internet access, managed firewall security services, managed hosting and Internet services is \$275,000.00. The addition of \$87,000 is due to the addition of servers and backup services. The contract period is from June 1, 2009 through May 31, 2010.

This contract will allow for uninterrupted Internet services for all agencies under the Cook County Bureau of Information Technology and Automation umbrella. We will also be providing maintenance, support, and hosting for various Cook County web sites. NTT/Verio is the only company that can provide the inbound access for NTT/Verio dedicated access and web hosting services.

We appreciate the opportunity to continue to work with Cook County Government.

Please feel free to call me directly at 917-536-0475 with any questions or comments.

Sincerely,



Ken Enright
Director of Business Development
NTT/Verio



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

September 23, 2010

NTT America, Inc.
101 Park Avenue, 41st Floor
New York, NY 10178
Attn: Kazhiro Gomi

Ref: Contract No: 10-41-98

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. 10-41-98



UNLIMITED SECURE DEDICATED INTERNET ACCESS AND WEB HOSTING SERVICE
FOR
COOK COUNTY BUREAU OF TECHNOLOGY

WITH: NTT/VERIO, INC.

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

APPROVED BY BOARD OF
COOK COUNTY COMMISSIONERS

SEP 01 2010

COM _____

ISSUED BY THE OFFICE OF THE PURCHASING AGENT

061510

REQ# 00090003

0715

7-16-10 [signature]

CONTRACT FOR SERVICE
PART I
AGREEMENT

This CONTRACT is made and entered into by and between the County of Cook, a public body corporate of the State of Illinois, hereinafter the "County" and NTT/VERIO hereinafter the "Contractor", pursuant to authorization by the Cook County Board of Commissioners on the 15th day June 2010, as evidenced by the Board authorization letter attached hereto as EXHIBIT "A."

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

WHEREAS, the Using Department requires the following service; UNLIMITED SECURE INTERNET ACCESS AND DEDICATED WEB HOSTING SERVICE;

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

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

I. WORK PROGRAM

The Contractor agrees to perform the following services:

AS SET FORTH IN EXHIBIT "B"

II. CONTRACT PERIOD

This Contract shall be in effect for twelve (12) months after proper execution of the Contract by the County with a two year renewal option.

III. PAYMENT

All charges shall not exceed the amount of \$275,000.00 and shall be paid in accordance with Exhibit A. Invoices in triplicate on County Invoice Form 29A shall be submitted by the Contractor to the Using Department when requesting payment. The County shall have the right to examine the books of the Contractor for the purpose of auditing the same with reference to all charges made to the County.

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

IV. GENERAL CONDITIONS

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

V. EXHIBITS

This Contract incorporates the following Contractor Documentation:

1. EXHIBIT "B"

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

GENERAL CONDITIONS
SUPPLY/SERVICE
SOLE SOURCE

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GENERAL CONDITIONS
SUPPLY/SERVICE
SOLE SOURCE

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GC-01 SUBCONTRACTING OR ASSIGNMENT OF CONTRACT OR CONTRACT FUNDS

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

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

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

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

GC-02 PERSONNEL

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

GC-03 INSURANCE

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

GC-04 INSPECTION AND RESPONSIBILITY

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

GC-05 INDEMNIFICATION

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

GC-06 PAYMENT

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

GC-07 PREPAID FEES

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

GC-08 TAXES

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

GC-09 PRICE REDUCTION

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

GC-10 CONTRACTOR CREDITS

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

GC-11 DISPUTES

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

GC-12 DEFAULT

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

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

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

GC-13 COUNTY'S REMEDIES

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

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

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

GC-14 CONTRACTOR'S REMEDIES

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

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

GC-15 DELAYS

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

GC-16 MODIFICATIONS AND AMENDMENTS

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

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

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

GC-17 PATENTS, COPYRIGHTS AND LICENSES

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

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

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 CHAPTER 10-43.7 PROFESSIONAL AND CONSULTING
SERVICE AND SOLE SOURCE

I. POLICY AND GOALS

- A. It is the policy of the County of Cook to prevent discrimination in the award of or participation in the 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 percent (35%) of the annual total dollar amount of professional, consulting service and sole source contracts and agreements to certified MBEs and WBEs.
- B. A Proposer may achieve the 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-Protégé Agreement with a MBE or WBE; by the indirect participation of MBEs or WBEs in other aspects of the Proposer's business; or by a combination of the foregoing.
- C. A Waiver Request must be submitted with the Proposal, documenting the inability of the Proposer to meet the goals, and providing written evidence of "Good Faith Efforts," to obtain goals.
- D. A Proposer's failure to carry out its MBE/WBE commitments in the course of performance on a contract 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 remedies authorized by the Ordinance as the County deems appropriate.

II. REQUIRED SUBMITTALS

To be considered responsive to the requirements of the Ordinance, a Proposer shall submit Items A, B and C listed below. All documentation submitted shall be reviewed by the Contract Compliance Administrator. Failure to submit one of the items required shall be cause to consider a contract non-responsive to the Ordinance goals and may be rejected.

A. MBE/WBE Participation Documentation

Each Proposer shall submit supporting documentation which evidences efforts taken to achieve the County's "best efforts" MBE/WBE participation goals. Such documentation shall include:

1. A **Utilization Plan** identifying all firms intended to be utilized to fulfill the goals; the MBE/WBE status of each firm; the name, address, e-mail address and telephone number of the contact person for each MBE/WBE firm; the dollar value of the goods and services to be provided by the MBE/WBE firm; and the dollar value expressed as a percentage (%) of the total value of the purposed contract. (See Section I)

GC-19 MINORITY AND WOMEN BUSINESS ENTERPRISES
COOK COUNTY ORDINANCE CHAPTER 10-43.7 PROFESSIONAL AND CONSULTING
SERVICE AND SOLE SOURCE (CON'T.)

2. A **Letter of Intent** for each MBE/WBE containing specific information regarding goods to be provided or services to be performed by the MBE/WBE; the dollar value of the goods or services, the percentage (%) of the dollar value; and the original signatures of the appropriate officer for both the Proposer and the MBE/WBE. (See Exhibit II)
3. Current **Letter of Certification** for each MBE/WBE firm. Acceptable certifying agencies are: Cook County, Illinois Unified Certification Program (IUCP) and U. S. Small Business Administration. (SBA) (8A) or any other governmental body or agency approved by the Contract Compliance Administrator as applying certification standards substantially similar to those applied by the County of Cook may also be accepted.
4. **Waiver/Goal Reduction Petition** must be included at the time of the submission of the Proposal document. Where the Proposer does not include all documentation in support of the Petition at the time of submission, such documentation must be submitted to the Office of Contract Compliance not less than three (3) business days after the submission date.

The Contract Compliance Administrator retains the right to reject the certification of any MBE or WBE on the ground that it does not meet the County's definition of a MBE or WBE.

B. Use of MBE/WBE Professionals

Each Proposer shall submit with its proposal, a statement which discloses how it intends to maximize the use of minority and women professionals in the course of performing the contract.

C. Affirmative Action Plan

Each Proposer shall submit a copy of its current EEO-1 Report and a copy of its current Letter of Compliance from the United States Department of Labor, Office of Federal Contract Compliance Programs. Absent a Letter from OFCCP, the Proposer shall submit a written report of the inclusion of minority and women professional in the workforce of their company.

III. NON-COMPLIANCE

Where the County of Cook determines that the Proposer 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.

GC-19 MINORITY AND WOMEN BUSINESS ENTERPRISES
COOK COUNTY ORDINANCE CHAPTER 10-43.7 PROFESSIONAL AND CONSULTING
SERVICE AND SOLE SOURCE (CON'T.)

IV. REPORTING/RECORD KEEPING REQUIREMENTS

The Proposer is required to comply with the reporting and record-keeping requirements as set forth in the Ordinance and as established by the Contract Compliance Administrator. Upon award of a contract, The Proposer is responsible for acquiring all necessary Office of Contract Compliance reporting and record-keeping forms as made available in the Office of Contract Compliance

The Office of Contract Compliance will notify each Contractor and Sub-Contractor upon award of a contract of their reporting obligations (Vendor Notification Letter)

The Office of Contract Compliance will notify each MBE/WBE Sub-Contractor of the award of a contract to a Prime Contractor, the MBE/WBE dollar amount of participation and the percentage (%) amount of participation. The Sub-Contractors will be required to submit on a timely basis, Sub-Contractors Payment Affidavits (see forms section) with proof of payment or money paid to them by the Prime Contractor.

The Office of Contract Compliance requests payment affidavits and proof of payment to MBE/WBE Sub-Contractors as follows:

1. **Annual Contracts:** monthly reporting from both Prime and Sub-Contractors.
2. **Multi Year Contracts:** quarterly reporting from both Prime and Sub-Contractors including proof of payments.
3. **One time purchases** require verification of proof of payment **immediately.**

Failure to comply with this section will be reviewed as non-compliance as stated under Section III. Non-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.

Any questions regarding this document should be directed to:

Betty Hancock Perry
Administrator
Cook County Office of Contract Compliance
118 N. Clark Street – Room 1020
Chicago, Illinois 60602
(312)603-5502

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 (CONT.)

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

SPECIFICATIONS AND AGREEMENT

The undersigned declares that he has carefully examined the Agreement Form, General and Special Conditions and Specifications identified as Contract Document Number 10-41-98 for UNLIMITED SECURE INTERNET ACCESS AND DEDICATED WEB HOSTING SERVICE for the COOK COUNTY BUREAU OF TECHNOLOGY, as prepared by Cook County, and that he has familiarized himself with all of the conditions under which it must be carried out and understands that by this agreement he waives all right to plead any misunderstanding regarding the same.

<u>ITEM NO.</u>	<u>UNIT OF MEASURE</u>	<u>QTY.</u>	<u>DESCRIPTION</u>
1.	JOB	1	UNLIMITED SECURE INTERNET ACCESS AND DEDICATED WEB HOSTING SERVICES, AS PER EXHIBIT "B" HEREIN.
			<u>\$275,000.00/JOB</u>
			<u>\$275,000.00/TOTAL</u>

GRAND TOTAL
NOT TO EXCEED: \$275,000.00

NOTE: DO NOT SERVICE UNTIL NOTIFIED BY DEPARTMENT.

CONTRACT PERIOD: JUNE 01, 2009 THROUGH MAY 31, 2010

CONTRACT 10-41-98

EXHIBIT "A"

POST BOARD AGENDA

REFERRED TO THE COMMITTEE ON INFORMATION
TECHNOLOGY & AUTOMATION #306465
BY THE BOARD OF COOK COUNTY COMMISSIONERS
MAY 04 2010

BUREAU OF TECHNOLOGY

PROPOSED CONTRACT

Transmitting a Communication, dated March 15, 2010 from

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

requesting authorization for the Purchasing Agent to enter into a contract with NTT/Verio, Inc., Chicago, Illinois, for unlimited, secure, dedicated internet access throughout Cook County's wide area network and web hosting services.

Reason: After completion of a Request for Proposal (RFP) process for the selection of an Internet Service Provider, NTT/Verio, Inc. is being recommended based on its technical capability, qualified personnel, prior demonstrated responsiveness, and lowest cost to the County. The expiration date of the current contract was May 31, 2009.

Estimated Fiscal Impact: \$275,000.00. Contract period: June 1, 2009 through May 31, 2010. (009-441 Account). Requisition No. 00090003.

No lobbying contact was made for this item.

CONTRACT 10-41-98

EXHIBIT "B"

NTT/VERIO

March 31, 2010

Mr. Steve Edmonson, CIO
Bureau of Technology
~~Cook County Government~~
69 West Washington Street, Suite 2700
Chicago, Illinois 60602

Dear Mr. Edmonson:

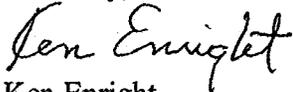
Thank you for the opportunity to work with you and the many Cook County agencies as your Internet Service Provider. The total price for dedicated Internet access, managed firewall security services, managed hosting and Internet services is \$275,000.00. The addition of \$87,000 is due to the addition of servers and backup services. The contract period is from June 1, 2009 through May 31, 2010.

This contract will allow for uninterrupted Internet services for all agencies under the Cook County Bureau of Information Technology and Automation umbrella. We will also be providing maintenance, support, and hosting for various Cook County web sites. NTT/Verio is the only company that can provide the inbound access for NTT/Verio dedicated access and web hosting services.

We appreciate the opportunity to continue to work with Cook County Government.

Please feel free to call me directly at 917-536-0475 with any questions or comments.

Sincerely,



Ken Enright
Director of Business Development
NTT/Verio

**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.)

_____ 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: _____

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.

***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: _____ / _____

From: _____
(MBE/WBE Firm)

To: _____ and the County of Cook
(Bidder/Proposer Firm)

The Undersigned is prepared to provide the following services, supplies and project in connection with the above named contract (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.**

<u>Description of Service/Supply/Project</u>	<u>Fee/Cost</u>
1. _____	\$ _____ %
2. _____	\$ _____ %
3. _____	\$ _____ %
4. _____	\$ _____ %
	Total: \$ _____ %

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 _____ (print name)

the _____ (title) and duly authorized representative

of the _____ (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 \$ _____ which represents the

above indicated total percentage _____ % for the contract amount \$ _____.

(Signature of affiant)

(Date)

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

(Notary's Signature)

(Notary Seal)

**COOK COUNTY LETTER OF INTENT
FROM BIDDER OR PROPOSER TO COOK COUNTY**

Upon penalty of perjury, _____ (print name),

the _____ (title) and duly authorized

representative of _____ (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 \$ _____, which represents the

above indicated total percentage _____% for the contract amount \$ _____.

(Signature of affiant)

_____/_____/_____
(Date)

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

(Notary's Signature)

(Notary Seal)

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

A. BIDDER/PROPOSER HEREBY REQUESTS:

FULL MBE WAIVER

FULL WBE WAIVER

REDUCTION (PARTIAL MBE and/or WBE PARTICIPATION)

_____ % of Reduction for MBE Participation

_____ % of Reduction for WBE Participation

B. REASON FOR FULL/REDUCTION WAIVER REQUEST

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

1) lack of sufficient qualified MBEs and/or WBEs capable of providing the goods or services required by the contract (please explain)

2) the specifications and necessary requirements for performing the Contract make it impossible or economically infeasible to divide the Contract to enable the contractor to utilize MBEs and/or WBEs in accordance with the applicable participation (please explain)

3) price(s) quoted by potential MBEs and/or WBEs are above competitive levels and increase cost of doing business and would make acceptance of such MBE and/or WBE bid economically impracticable, taking into consideration the percentage of total contract price represented by such MBE and/or WBE bid (please explain)

4) there are other relevant factors making it impossible or economically infeasible to utilize MBE and/or WBE firms (please explain)

C. GOOD FAITH EFFORTS TO OBTAIN MBE/WBE PARTICIPATION

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

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

D. OTHER RELEVANT INFORMATION

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

COPY



April 5, 2010

Ms. Keyla Ware
Cook County Government
c/o Cook County Office of Technology
69 West Washington, Suite 2700
Chicago, IL 60602

NTT America, Inc.

8005 S Chester Street, Suite 200

Englewood, CO 80112

303-645-1900 Main

303-792-3869 Fax

Dear Ms. Ware:

Enclosed is the MBE/WBE paperwork required by Cook County for contract bidding purposes. Per our email correspondence, the contract number is pending with NTT America, Inc., contract period is June 1, 2009 to May 31, 2010; with a contract amount of \$275,000.00, and the MBE/WBE participation being 35% of the that contract amount.

- Cook County MBE/WBE Utilization Plan (section 1) indicating Superior Fiber Data as an *indirect* WBE.
- Cook County Letter of Intent for \$96,250.00, which is 35% of \$275K, signed and notarized by the vendor and myself.
- Vendor WBE certificate for dates 9/2008 to 9/2009
- Vendor WBE certificate for dates 9/2009 to 9/2010.
- Vendor HUBZone certificate for dates 10/2006 to 10/2010.
- Petition For Waiver of MBE/WBE Participation Form

Regarding the Petition for Waiver form explanations, Section B and C:

We have a handful of vendors that have a MBE/WBE status. Superior Fiber and Data Services, Inc. is the only company at this time, that meets the dollar spend of the current contract. The attached spreadsheet shows the total indirect spend with MBE/WBE for this contract period.

Please let me know via email if you need any more information to complete the packet for the Cook County Board.

Sincerely,

Lori Longman
Purchasing Manager
NTT America, Inc./Verio Inc.

RECEIVED
OFFICE OF THE
PURCHASING AGENT
2010 JUL 30 AM 10:48
PROCUREMENT

COOK COUNTY LETTER OF INTENT

Section 2

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

Contract Title & Number: TBD 1 WEB HOSTING

From: SUPERIOR FIBER & DATA SERVICES, INC.
(MBE/WBE Firm)

To: NTI AMERICA, INC. and the County of Cook
(Bidder/Proposer Firm)

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

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

Description of Service/Supply/Project	Fee/Cost	
1. <u>POWER CABLING INSTALLATION</u>	<u>\$ 96,250⁰⁰</u>	<u>35</u> %
2. <u>AND COMMUNICATION</u>	<u>\$</u>	<u></u> %
3. <u>STRUCTURES</u>	<u>\$</u>	<u></u> %
4. <u></u>	<u>\$</u>	<u></u> %
Total: <u>\$ 96,250⁰⁰</u>		<u>35</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/Project and Fee/Cost were completed by the MBE/WBE.

Upon Penalty of Perjury, I Randy Fuller (print name)

the Vice-President (title) and duly authorized representative

of the Superior Fiber & Data Services, Inc (MBE/WBE 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 \$ 96,250.00 which represents the above indicated total

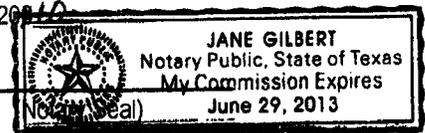
percentage 35 % for the contract amount \$ ~~188,410.00~~ 275,000.00 (35)

Randy Fuller
(Signature of Affiant)

4/5/10
(Date)

Subscribed and sworn to before me this 5th day of April, 2010

Jane Gilbert
(Notary's Signature)



Upon Penalty of Perjury, I LORI LONGMAN (print name)

the PURCHASING MANAGER (title) and duly authorized

representative of the NTT AMERICA, INC. (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 \$ 96,250.00 which represents the above

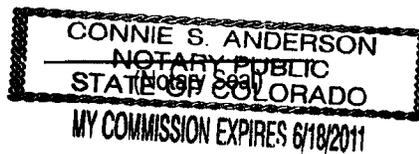
indicated total percentage 35% for the contract amount \$ 275,000.00

Lori Longman
(Signature of affiant)

3/31/2010
(Date)

Subscribed and sworn to before me this 31st day of March, 2010.

Connie S. Anderson
(Notary's Signature)



NCTRCA Women-Owned Business Enterprise Certification

Superior Fiber & Data Services, Inc.

Woman-Owned Business Enterprise

has filed with the Agency an Affidavit as defined by the NCTRCA M/WBE policies & procedures and is hereby certified to provide service(s) in the following areas:

237130; 238210;

Power and Communication Line and Related Structures Construction (pt); Cabling and Installation;

September 2009

This Certification is valid beginning _____ and superseded any registration or listing previously issued. This certification must be updated annually by submission of an Annual Update Affidavit. At any time there is a change in ownership or control of the firm, notification must be made immediately to the North Central Texas Regional Certification Agency.

Certificate expiration _____, 2010

September 2009

Certification Administrator

Issued date
CERTIFICATION NO. WFWB42527N0910

COPY

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.)

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 *N/A*

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: SUPERIOR FIBER & DATA SERVICES, INC.
Address: 10907 SHADY MAIL, #103, DALLAS, TX 75220
E-mail: RFULLER@SFD CABLEING.COM
Contact Person: JANDY FULLER Phone: 214-357-5679
Dollar Amount of Indirect Participation: \$ 275,000.00
Percent Amount of Indirect Participation: 35 %
*Letter of Intent attached? Yes No
*Letter of Certification attached? Yes No

MBE/WBE Firm: _____
Address: _____
E-mail: _____
Contact Person: _____ Phone: _____
Dollar Amount of Indirect Participation: \$ _____
Percent Amount of Indirect 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.

COPY

PETITION FOR WAIVER OF MBE/WBE PARTICIPATION

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)**

*need street
address, not
PO Box*

D. OTHER RELEVANT INFORMATION

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

Sum of Amount	Vendor ID	Unit	PO No.	PO Date	Name	Source	Gov Class	Gov Class 2	Total
	0000021146	613	0000020712	3/16/2010	Subudhi Consulting Group, Inc.	SMALL	WBE	WOSB	\$82,286.00
		613 Total							\$82,286.00
	0000021146								\$82,286.00
	Sum								\$82,286.00
	0000021466	615	0000010594	7/14/2009	Superior Fiber & Data Services, Inc.	SMALL	HZC	WBE	\$61,617.75
			0000010739	12/11/2009	Superior Fiber & Data Services, Inc.	SMALL	HZC	WBE	\$1,446.60
			0000010750	12/22/2009	Superior Fiber & Data Services, Inc.	SMALL	HZC	WBE	\$718.20
			0000010787	1/29/2010	Superior Fiber & Data Services, Inc.	SMALL	HZC	WBE	\$35,500.50
		615 Total							\$99,283.05
	0000021466								\$99,283.05
	Sum								\$99,283.05
	0000022375	615	0000010814	3/4/2010	Key International, Inc.	SMALL	MBE		\$1,302.00
		615 Total							\$1,302.00
	0000022375								\$1,302.00
	Sum								\$1,302.00
	Grand Total								\$182,871.05

**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. 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
NA	

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: X

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: X

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

Every Applicant for a County Privilege shall be in full compliance with any child support order before such Applicant is entitled to receive or renew a County Privilege. When delinquent child support exists, the County shall not issue or renew any County Privilege, and may revoke any County Privilege. All Applicants are required to review the Cook County Affidavit of Child Support Obligations attached to this EDS and complete the following, based upon the definitions and other information included in such Affidavit:

X Applicant has no "Substantial Owner."
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 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: NTT AMERICA, INC. D/B/A: EIN NO: 13-3922003

Street Address: 101 PARK AVENUE, 41 ST FLOOR

City: NEW YORK State: NY Zip Code: 10178

Phone No: (212) 661-0810

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
NONE		

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
NA		

3. Is the Applicant constructively controlled by another person or Legal Entity? [] Yes [X] 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.

Kazuhiko Gomi
Name of Authorized Applicant/Holder Representative (please print or type)

[Signature]
Signature

k.gomi@ntta.com
E-mail address

CEO
Title

7/27/2010
Date

212-808-2284
Phone Number

Subscribed to and sworn before me
this 27 day of 07, 2010

X [Signature]
Notary Public Signature

My commission TABRETENNE
Notary Public, State of New York
No. 02ET6162443
Qualified in Queens County
Commission Expires March 12, 2010
Notary Seal

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: NTT AMERICA, INC. / NTT / Verio

BUSINESS ADDRESS: 101 PARK AVENUE, 41ST FLOOR

NEW YORK, NY 10178

BUSINESS TELEPHONE: (212) 661-0810 FAX NUMBER: (212) 661-1098

CONTACT PERSON: _____

FEIN: 13-3922003 *IL CORPORATE FILE NUMBER: _____

LIST THE FOLLOWING CORPORATE OFFICERS:

PRESIDENT: Kazuhiko Gomi

VICE PRESIDENT: Satoru Fujimoto

SECRETARY: Satoru Fujimoto

TREASURER: Satoru Fujimoto

**SIGNATURE OF PRESIDENT: [Signature]

ATTEST: [Signature]

(CORPORATE SECRETARY)

RECEIVED
OFFICE OF THE
PURCHASING AGENT
2010 JUL 3
AM 10:48
PROCUREMENT

Subscribed and sworn to before me this
27 day of JULY, 2010

X [Signature]
Notary Public Signature

TAINA ETIENNE
Notary Public, State of New York
No. 02ET6162443
Qualified in Queens County
Commission Expires March 12, 2011
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.

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. Shroy

PRESIDENT, COOK COUNTY BOARD OF COMMISSIONERS

Carmen K. Triebel-Cobin

COOK COUNTY PURCHASING AGENT

Christina M. Kelly

COOK COUNTY COMPTROLLER

DATED AT CHICAGO, ILLINOIS THIS 15th 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

10-41-98

OR

APPROVED BY BOARD OF
COOK COUNTY COMMISSIONERS

ITEM(S), SECTION(S), PART(S): _____ SEP 01 2010

COM _____

TOTAL AMOUNT OF CONTRACT: \$ 275,000⁰⁰
(DOLLARS AND CENTS)

FUND CHARGEABLE: _____

APPROVED AS TO FORM:

Sarah Hegler
ASSISTANT STATE'S ATTORNEY

POST BOARD AGENDA

APPROVED BY THE BOARD OF COOK COUNTY COMMISSIONERS OCT 05 2010
--

BUREAU OF TECHNOLOGY**PROPOSED CONTRACT RENEWAL**

Transmitting a Communication, dated September 10, 2010 from

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

requesting authorization for the Purchasing Agent to renew Contract No. 10-41-98 with NTT/Verio, Inc., Dallas, Texas, for countywide web hosting and internet service provider (ISP) services.

Reason: To continue countywide web hosting and internet services. This contract renewal will allow the Bureau of Technology to prepare technical specifications and execute a Request for Proposal (RFP) for web hosting and ISP services. Under section two of the contract, the Bureau of Technology wishes to exercise renewal options 1 and 2, which will extend the contract for two years.

Estimated Fiscal Impact: \$550,000.00 (FY 2011 - \$275,000.00; and FY 2012 - \$275,000.00). Contract period: June 1, 2010 through May 31, 2012. (009-441 Account). Requisition No. 00090003.

Approval of this item would commit Fiscal Years 2011 and 2012 funds.

No lobbying contact was made for this item.

NTT / VERIO

December 16, 2010

Mr. Greg Wass, CIO
Bureau of Technology
Cook County Government
69 West Washington Street, Suite 2700
Chicago, Illinois 60602

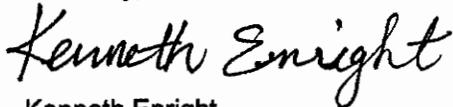
Dear Mr. Wass:

Thank you for the opportunity to work with you and the many Cook County agencies as your Internet Service Provider. The total price for dedicated Internet access, managed firewall, security services, managed hosting and Internet services is \$430,000 per year. The contract period is from June 1, 2010 through May 31, 2012.

This contract will allow for uninterrupted Internet services for all agencies under the Cook County Bureau of Technology umbrella. We will also be providing maintenance, support, and hosting for various Cook County web sites. NTT/Verio is the only company that can provide the inbound access for NTT/Verio dedicated access and web hosting services.

We appreciate the opportunity to continue to work with Cook County Government. Please feel free to call me directly at 917 536 0475 with any questions or comments.

Sincerely,



Kenneth Enright
Director Business Development
NTTA/Verio

JOURNAL OF PROCEEDINGS
APPROVED
BY THE BOARD OF COOK COUNTY COMMISSIONERS
JAN 19 2011

BUREAU OF TECHNOLOGY

CONTRACT ADDENDA

Transmitting a Communication, dated December 20, 2010 from

GREG WASS, Chief Information Officer, Bureau of Technology

requesting authorization for the Purchasing Agent to amend the scope of work and to increase by \$310,000.00, Contract No. 10-41-98 with NTT/Verio Inc., Dallas, Texas, for the addition of web server license and maintenance services previously provided by Ciber, Inc.

Board approved amount 10-05-10:	\$550,000.00
Increase requested:	<u>310,000.00</u>
Adjusted amount:	\$860,000.00

Reason: The amended scope of work incorporates the addition of web servers, licenses and maintenance of the County's web portal. The expiration date of the current contract is May 31, 2012.

Estimated Fiscal Impact: \$310,000.00. (009-441 Account).

Approval of this item would commit Fiscal Year 2011 funds.

No lobbying contact was made for this item.