

Purchasing

PROFESSIONAL SERVICES AGREEMENT

BETWEEN



**COOK COUNTY GOVERNMENT
Office of the Purchasing Agent**

AND

ACCENTURE LLP

APPROVED BY BOARD OF
COOK COUNTY COMMISSIONERS

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PROFESSIONAL SERVICES AGREEMENT

TABLE OF CONTENTS

TERMS AND CONDITIONS	1
ARTICLE 1) INCORPORATION OF BACKGROUND	1
ARTICLE 2) DEFINITIONS.....	1
a) Definitions.....	1
b) Interpretation.....	2
c) Incorporation of Exhibits	3
ARTICLE 3) DUTIES AND RESPONSIBILITIES OF CONSULTANT.....	3
a) Scope of Services.....	3
b) Deliverables	3
c) Standard of Performance.....	4
d) Personnel.....	4
e) Minority and Women's Business Enterprises Commitment	5
f) Insurance	5
g) Indemnification.....	7
h) Confidentiality and Ownership of Documents	8
i) Patents, Copyrights and Licenses	9
j) Examination of Records and Audits	10
k) Subcontract Subcontracting or Assignment of Contract or Contract Funds.....	10
ARTICLE 4) TERM OF PERFORMANCE.....	11
a) Term of Performance	11
b) Timeliness of Performance	11
ARTICLE 5) COMPENSATION	12
a) Basis of Payment.....	12
b) Method of Payment.....	12
c) Funding	12
d) Non-Appropriation.....	12
e) Taxes	13
f) Contractor Credits.....	13
ARTICLE 6) DISPUTES.....	13
ARTICLE 7) COMPLIANCE WITH ALL LAWS.....	13
ARTICLE 8) SPECIAL CONDITIONS.....	14
a) Warranties and Representations.....	14
b) Ethics.....	15
c) Business Documents	15
d) Conflicts of Interest.....	15
e) Non-Liability of Public Officials.....	16
ARTICLE 9) EVENTS OF DEFAULT, REMEDIES, TERMINATION, SUSPENSION	

	AND RIGHT TO OFFSET.....	16
a)	Events of Default Defined	17
b)	County's Remedies.....	17
d	Termination for Convenience	19
e	Suspension	20
f)	Right to Offset	20
g.)	Force Majeure.....	21
h.)	Prepaid Fees.....	21
ARTICLE 10)	GENERAL CONDITIONS	21
a)	Entire Agreement.....	21
b)	Counterparts.....	22
c)	Modifications and Amendments.....	22
d)	Governing Law and Jurisdiction.....	23
e)	Severability	23
f)	Assigns.....	23
g)	Cooperation	23
h)	Waiver	23
i)	Independent Contractor	24
ARTICLE 11)	NOTICES	25
ARTICLE 12)	AUTHORITY	26
ARTICLE 13)	ORDER OF PRECEDENCE	26
	Economic Disclosure Statement	
	Signature Pages	

List of Exhibits

Exhibit 1	Scope of Services
Exhibit 2	Schedule of Compensation
Exhibit 3	Evidence of Insurance
Exhibit 4	Board Authorization
Exhibit 5	Response to the RFP

AGREEMENT

This Agreement is made and entered into by and between the County of Cook, a public body corporate of the State of Illinois, on behalf of Office of the Purchasing Agent hereinafter referred to as "County" and Accenture LLP, doing business as a(an) Limited Liability Partnership of the State of Illinois hereinafter referred to as "Consultant", pursuant to authorization by the Cook County Board of Commissioners on the 6th day of April, 2011, as evidenced by Board Authorization letter attached hereto as EXHIBIT 4.

BACKGROUND

The County of Cook issued a Request for Proposals "RFP" for Strategic Sourcing and Consulting Services. Proposals were evaluated in accordance with the evaluation criteria published in the RFP. The Consultant was selected based on the proposal submitted and evaluated by the County representatives. Consultant represents that it has the professional experience and expertise to provide the necessary services and further warrants that it is ready, willing and able to perform in accordance with the terms and conditions as set forth in this Agreement.

NOW, THEREFORE, the County and Consultant agree as follows:

TERMS AND CONDITIONS

ARTICLE 1) INCORPORATION OF BACKGROUND

The Background information set forth above is incorporated by reference as if fully set forth here.

ARTICLE 2) DEFINITIONS

a) Definitions

The following words and phrases have the following meanings for purposes of this Agreement:

"Additional Services" means those services which are within the general scope of Services of this Agreement, but beyond the description of services required under Article 3, and all services

reasonably necessary to complete the Additional Services to the standards of performance required by this Agreement. Any Additional Services requested by the Department require the approval of the Purchasing Agent in a written modification to this Agreement before Consultant is obligated to perform those Additional Services and before the County becomes obligated to pay for those Additional Services.

"Agreement" means this Professional Services Agreement, including all exhibits attached to it and incorporated in it by reference, and all amendments, modifications or revisions made in accordance with its terms.

"Purchasing Agent" means the Purchasing Agent for the County of Cook and any representative duly authorized in writing to act on his behalf.

"Deliverables" means all the submissions and reports required under this Agreement.

"Department" means the Cook County Office of the Purchasing Agent.

"Services" means, collectively, the services, duties and responsibilities described in Article 3 of this Agreement and any and all work necessary to complete them or carry them out fully and to the standard of performance required in this Agreement.

"Subcontractor" means any person or entity with whom Consultant contracts to provide any part of the Services, including subcontractors and subconsultants of any tier, suppliers and materials providers, whether or not in privity with Consultant.

b) Interpretation

i) The term **"include"** (in all its forms) means "include, without limitation" unless the context clearly states otherwise.

ii) All references in this Agreement to Articles, Sections or Exhibits, unless otherwise expressed or indicated are to the Articles, Sections or Exhibits of this Agreement.

iii) Words importing persons include firms, associations, partnerships, trusts, corporations and other legal entities, including public bodies, as well as natural persons.

iv) Any headings preceding the text of the Articles and Sections of this Agreement, and any table of contents or marginal notes appended to it, are solely for convenience or reference and do not constitute a part of this Agreement, nor do they affect the meaning, construction or effect of this Agreement.

v) Words importing the singular include the plural and vice versa. Words of the masculine gender include the correlative words of the feminine and neuter genders.

vi) All references to a number of days mean calendar days, excluding County Holidays and shutdown days, unless expressly indicated otherwise.

c) **Incorporation of Exhibits**

The following attached Exhibits are made a part of this Agreement:

Exhibit 1	Scope of Services
Exhibit 2	Schedule of Compensation
Exhibit 3	Evidence of Insurance
Exhibit 4	Board Authorization
Exhibit 5	Response to the RFP

ARTICLE 3) DUTIES AND RESPONSIBILITIES OF CONSULTANT

a) **Scope of Services**

Consultant must provide the Services in accordance with the standards of performance set forth in Section 3c. The Services that Consultant must provide are those described in Exhibit 1, Scope of Services and Time Limits for Performance, which is attached to this Agreement and incorporated by reference as if fully set forth here.

b) **Deliverables**

In carrying out its Services, Consultant must prepare or provide to the County the Deliverables set forth in Exhibit 1 or any other Exhibit that is subsequently added to this Agreement. The "**Deliverables**" may include work product, such as written reviews, recommendations, reports and analyses, produced by Consultant for the County.

The County will designate the County Project Manager for the timely acceptance for each of the Deliverables. Unless otherwise agreed, the Deliverables will be reviewed under the following process: (a) Within thirty (30) business days, or agreed upon timeframe of delivery of any Deliverables, the County will evaluate such deliverables and provide to Consultant written notice of their acceptance or rejection. (b) The County may reject a Deliverable and give notice of rejection indicating the specific basis for the rejection. Consultant will resolve those items and resubmit the Deliverables for approval within an agreed upon and stated time period.

If a Deliverable fails the acceptance process multiple times, then the County, by written notice, may treat the failure as a default of this Agreement under Article 9.

Partial or incomplete Deliverables may be accepted for review only when required for a specific and well-defined purpose and when consented to in advance by the County. Such Deliverables will not be considered as satisfying the requirements of this Agreement and partial or incomplete Deliverables in no way relieve Consultant of its commitments under this Agreement.

c) Standard of Performance

Consultant must perform all Services required of it under this Agreement with that degree of skill, care and diligence normally shown by a consultant performing services of a scope and purpose magnitude and complexity comparable with the nature of the Services to be provided under this Agreement. Consultant acknowledges that it is entrusted with or has access to valuable and confidential information and records of the County and with respect to that information and shall comply with the confidentiality obligations set forth in this Agreement

Consultant must assure that all Services that require the exercise of professional skills or judgment are accomplished by professionals qualified and competent in the applicable discipline and appropriately licensed, if required by law. If requested, Consultant shall provide copies of any such licenses. Consultant remains responsible for the professional and technical accuracy of all Services or Deliverables furnished, whether by Consultant or its Subcontractors or others on its behalf. All Deliverables must be prepared in accordance with their specifications and/or requirements in a form and content satisfactory to the Department and delivered in a timely manner consistent with the requirements of this Agreement.

If Consultant fails to comply with the foregoing standards, Consultant must perform again, at its own expense, all Services required to be re-performed as a direct result of that failure. Any review, approval, acceptance or payment for any of the Services by the County does not relieve Consultant of its responsibility for the professional skill and care and technical accuracy of its Services and Deliverables. This provision in no way limits the County's rights against Consultant either under this Agreement, at law or in equity.

d) Personnel

i) Adequate Staffing

Consultant must, upon receiving a fully executed copy of this Agreement, assign and maintain during the term of this Agreement and any extension of it an adequate staff of competent personnel that is fully equipped, licensed as appropriate, available as needed, qualified and assigned to perform the Services. If required, Consultant must include among its staff any Key Personnel and positions identified below or in any Exhibit to this Agreement. The level of staffing may be revised from time to time by notice in writing from Consultant to the County and with written consent of the County, which consent the County will not withhold unreasonably. If the County fails to object to the revision within 14 days after receiving the notice, then the revision will be considered accepted by the County.

ii) Key Personnel

Consultant must not reassign or replace Key Personnel without the written consent of the County, which consent the County will not unreasonably withhold. "**Key Personnel**" means those job titles and the persons assigned to those positions in accordance with the provisions of

this Section 3.d. If any Key Personnel repeatedly fails, in the County's sole and reasonable discretion, to perform in a competent or professional manner, and the County notifies Consultant in writing that the Key Personnel is no longer acceptable to the County, citing the grounds and specific supporting facts, then, after written notification from the County, Consultant shall no longer schedule the Key Personnel to provide or support Services for the County under this Agreement. Upon that notice Consultant must immediately suspend the services of the key person or persons and must replace him or them in accordance with the terms of this Agreement.

List of Key Personnel:

Name:	Title:
John Murray	Senior Executive
Frank Shuford	Senior Executive
Bernie Donachie	Senior Executive
Kyle Appell	Project Lead

iii) Salaries and Wages

Consultant and Subcontractors must pay all salaries and wages due all employees performing Services under this Agreement unconditionally and at least once a month without deduction or rebate on any account, except only for those payroll deductions that are mandatory by law or are permitted under applicable law and regulations.

e) Minority and Women's Business Enterprises Commitment

In the performance of this Agreement, including the procurement and lease of materials or equipment, Consultant must abide by the minority and women's business enterprise commitment requirements of the Cook County Ordinance, (Article IV, Section 34-277) except to the extent waived by the Compliance Director. Consultant's completed MBE/WBE Utilization Plan evidencing its compliance with this requirement are a part of this Agreement, in Exhibit 3, upon acceptance by the Compliance Director. Consultant must utilize minority and women's business enterprises at the greater of the amounts committed to by the Consultant for this Agreement in accordance with Exhibit 3.

f) Insurance

Consultant must maintain at Consultant's own expense, during the term of this Agreement and any time period following expiration if Consultant is required to return and perform any of the Services or Additional Services under this Agreement, the insurance coverages and requirements specified below.

i) **Insurance To Be Provided**

(1) Workers Compensation and Employers Liability

Workers Compensation Insurance, as prescribed by applicable law, covering all employees who are to provide a service under this Agreement and Employers Liability coverage with limits of not less than \$500,000 each accident, \$500,000 per illness per employee and \$500,000 illness aggregate.

(2) Commercial General Liability

Commercial General Liability Insurance with limits of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate for bodily injury, personal and advertising injury and tangible property damage liability. Coverages must include the following: All premises and operations, products/completed operations, and separation of insureds. Cook County is to be named as an additional insured on a primary, non-contributory basis for Supplier's liability resulting from Supplier's negligence.

(3) Automobile Liability

When Consultant's motor vehicles (owned, non-owned and hired) are used in connection with Services to be performed, Consultant must provide Automobile Liability Insurance with limits of not less than \$1,000,000 combined single limit, for bodily injury and property damage. The County is to be named as an additional insured on a primary, non-contributory basis.

(4) Professional Liability

When any professional consultants perform Services in connection with this Agreement, Professional Liability Insurance covering acts, errors or omissions must be maintained with limits of \$2,000,000 per claim and in the aggregate. When policies are renewed or replaced, the policy retroactive date must coincide with, or precede, start of Services on this Agreement. The policy will be maintained for a period of 2 years after the completion or termination of this Agreement.

ii) **Additional Requirements**

(1) Consultant must furnish the County of Cook, Cook County, Office of the Purchasing Agent, 118 N, Clark St., Room 1018, Chicago, IL 60602, original Certificates of Insurance, to be in force on the date of this Agreement, and Renewal Certificates of Insurance, or such similar evidence, if the coverages have an expiration or renewal date occurring during the term of this Agreement. Consultant must submit evidence of insurance prior to Agreement award. The receipt of any certificate does not constitute agreement by the County that the insurance requirements in this Agreement have been fully met or that the insurance policies indicated on

the certificate are in compliance with all Agreement requirements. The failure of the County to obtain certificates or other insurance evidence from Consultant is not a waiver by the County of any requirements for Consultant to obtain and maintain the specified coverages. Non-conforming insurance does not relieve Consultant of the obligation to provide insurance as specified in this Agreement. Nonfulfillment of the insurance conditions may constitute a violation of this Agreement, and after written notice and 30 days remedy period, the County retains the right to terminate this Agreement or to suspend this Agreement until proper evidence of insurance is provided.

(1) The Consultant will endeavor to provide for 30 days prior written notice to be given to the County in the event coverage is substantially changed, canceled or non-renewed. All deductibles or self-insured retentions on referenced insurance coverages must be borne by Consultant. Consultant agrees that its workers compensation insurers waive their rights of subrogation against the County of Cook, its employees, elected officials, agents or representatives.

(2) The coverages and limits furnished by Consultant in no way limit or expand Consultant's liabilities and responsibilities specified within this Agreement or by law. Any insurance or self-insurance programs maintained by the County of Cook apply in excess of and do not contribute with insurance provided by Consultant under this Agreement.

(3) The required insurance is not limited by any limitations or expanded upon by any item expressed in the indemnification language in this Agreement or any limitation or expansion placed on the indemnity in this Agreement given as a matter of law.

(4) Consultant must require all Subcontractors to provide the insurance of types and with limits based on the risks and work to be performed. If Consultant or Subcontractor desires additional coverages, the party desiring the additional coverages is responsible for its acquisition and cost.

(5) "**Risk Management Office**" means the Risk Management Office, which is under the direction of the Director of Risk Management and is charged with reviewing and analyzing insurance and related liability matters for the County.

g) Indemnification

The Consultant covenants and agrees to indemnify, defend and hold harmless the County and its commissioners, officials, employees, agents and representatives, and their respective heirs, successors and assigns, from and against any and all third party claims, costs, expenses, attorney's fees, losses, damages, and liabilities arising out of bodily injury or death to any person or damage to real and/or tangible property directly caused by negligent or willful acts or omissions of the officers, agents, employees, contractors, or subcontractors of the Consultant. The Consultant expressly understands and agrees that any Performance Bond or insurance protection required of the Consultant, or otherwise provided by the Consultant, shall in no way limit the responsibility to indemnify the County as hereinabove provided.

h) Confidentiality and Ownership of Documents

Unless subject to Freedom of Information Act, each Party shall keep confidential and not disclose to third parties any information (in hardcopy and/or electronic form) that relates to the other party's past, present, and future research, development, business activities, products, services, and technical knowledge, which is identified by the discloser as confidential ("Confidential Information") unless the receiving party has received the prior written consent of the disclosing party to make the disclosure or unless required by law or legal process. Only personnel with a need to know may have access to or use disclosing party's information.

This obligation of confidentiality does not extend to confidential information that is (i) previously known to the disclosing party without an obligation of confidence, (ii) independently developed by or for the disclosing party, (iii) acquired by it from a third party which is not, to the disclosing party's knowledge, under an obligation of confidence with respect to such information, or which is or becomes publicly available through no breach of this Agreement.

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, data, reports, obtained from the County of Cook or any reports 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.

Notwithstanding the provision above, Consultant shall retain ownership of its preexisting proprietary technologies and preexisting work or materials ("**Consultant Property**"), including any derivatives, improvements, or enhancements of such Consultant Property conceived, reduced to practice, or developed by Consultant during the performance of Services under this Contract; Consultant's Property may include, without limitation, Consultant's proprietary methodologies, project management and other tools, deliverable examples, procedures, processes, business methods, techniques, solution construction aids, analytical frameworks, algorithms, products, documentations, abstracts, data models, templates, general purpose consulting and software tools, utilities and routines.

The County shall grant to Consultant a worldwide, nonexclusive, royalty free, perpetual, irrevocable license (with right to sublicense, and the right of sublicensees to sublicense further) of the software, deliverables and work products and related intellectual property rights, including the right to create derivative works based on and otherwise modify, make, reproduce, sell, or otherwise distribute, perform or display the Documents, software, deliverables and work products and other works or subject matter based on or using such intellectual property rights for other government agencies.

In no event shall Consultant be precluded from independently developing for itself, or for others, anything, whether in tangible or non-tangible form, which is competitive with, or similar to, the Deliverables or Documents. In addition, Consultant shall be free to use its general knowledge, skills and experience, and any ideas, concepts, know-how, and techniques that are acquired or used in the course of providing the Services.

i) Patents, Copyrights and Licenses

To the extent that Consultant Property becomes incorporated into any Documents or Deliverables or is otherwise provided to Consultant hereunder, the County shall have a nonexclusive, paid up, perpetual, irrevocable, worldwide license to use, copy, modify, demonstrate and prepare derivative works of such Consultant Property for internal business purposes only. If any Consultant Property is made available to the County that is not part of Work Product, it will be made available in an "AS IS" condition and without express or implied warranties of any kind.

If applicable, Contractor shall furnish the Purchasing Agent with all licenses required for the County to utilize any software, including firmware or middleware, provided by Contractor or subcontractor 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, which will describe the type of license being provided to the County.

To the extent that any products owned by or licensed from third parties (the "Third Party Products") are proposed to be included in the Documents or Deliverables, Consultant will provide a copy of the third party licenses for such Third Party Products for review and acceptance. Consultant shall not incorporate any Third Party Product in any Work Product or Deliverable unless the County has executed the necessary third party license. The parties agree that because Consultant is not the manufacturer or developer of Third Party Products, any Third Party Products provided hereunder is warranted solely under the terms and conditions of the third party licenses or other agreements by which such materials are governed.

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 trade secret.

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.

Consultant will not indemnify County, however, if the claim of infringement is caused by: (a) County's modification of the Documents or use of the Documents other than as contemplated by this Contract; (b) County's failure to use corrections or enhancements made available by Consultant; (c) County's use of the Documents in combination with any product or information not owned or developed by Consultant; (d) County's distribution, marketing or use for the benefit of third parties of the Documents; or (e) information, direction, specification or materials provided by County or any third party.

j) Examination of Records and Audits

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, upon advance written notice, any financial 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 financial 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.

k) Subcontract 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 not be unreasonably withheld. 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 names of any and all subcontractors it intends to use in the performance of the Contract. Any subcontractor proposed by the Consultant shall be subject to the approval of Purchasing Agent, which shall not be unreasonably withheld. 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 or lobbyist the Contractor has retained in connection with the Contract. 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 Purchasing Agent or his designee while on any County property and shall abide by all rules and regulations imposed by the County.

ARTICLE 4) TERM OF PERFORMANCE

a) Term of Performance

This Agreement takes effect as of the date in the preamble ("**Effective Date**") and continues until April 30, 2012, or until this Agreement is terminated in accordance with its terms, whichever occurs first.

b) Timeliness of Performance

i) Consultant must provide the Services and Deliverables within the term and within the time limits required under this Agreement, pursuant to the provisions of Section 4.a and Exhibit 1. Further, Consultant acknowledges that TIME IS OF THE ESSENCE and that the failure of Consultant to comply with the time limits described in this Section 4.2 may result in economic or other losses to the County.

ii) Neither Consultant nor Consultant's agents, employees or Subcontractors are entitled to any damages from the County, nor is any party entitled to be reimbursed by the County, for damages, charges or other losses or expenses incurred by Consultant by reason of delays or hindrances in the performance of the Services, whether or not caused by the County

ARTICLE 5) COMPENSATION

a) Basis of Payment

The County will pay Consultant according to the Schedule of Compensation in the attached Exhibit 2 for the successful completion of services.

b) Method of Payment

All invoices submitted by the Contractor shall be in accordance with the cost provisions according to the Schedule of Compensation in the attached Exhibit 2. The invoices 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.

c) Funding

The source of funds for payments under this Agreement is Fund number 490-260. Payments under this Agreement must not exceed \$ 250,000 for Phase 1 (Assessment), without a written amendment in accordance with Section 10.c. Additionally, Consultant's maximum compensation for the cost-savings sharing portion shall not exceed \$7.7million.

d) Non-Appropriation

If no funds or insufficient funds are appropriated and budgeted in any fiscal period of the County for payments to be made under this Agreement, then the County will notify Consultant in writing of that occurrence, and this Agreement will terminate on the earlier of the last day of the fiscal period for which sufficient appropriation was made or whenever the funds appropriated for payment under this Agreement are exhausted. Payments for Services completed to the date of notification will be made to Consultant. No payments will be made or due to Consultant and under this Agreement beyond those amounts appropriated and budgeted by the County to fund payments under this Agreement.

e) 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.

f) 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.

ARTICLE 6) 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 (5) days of such request. The Purchasing Agent will reduce her decision to writing and mail or otherwise furnish a copy thereof to the Contractor. The decision of the Purchasing Agent will be final and binding, unless after the issuance of the decision by the Purchasing Agent, a party elects to pursue an action under law or equity if it reasonably believes that the Purchasing Agent's decision was incorrect. 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.

ARTICLE 7) COMPLIANCE WITH ALL 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

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.

ARTICLE 8) SPECIAL CONDITIONS

a) Warranties and Representations

In connection with signing and carrying out this Agreement, Consultant:

i) warrants that Consultant is appropriately licensed under Illinois law to perform the Services required under this Agreement and will perform no Services for which a professional license is required by law and for which Consultant is not appropriately licensed;

ii) warrants it is financially solvent; it and each of its employees, agents and Subcontractors of any tier are competent to perform the Services required under this Agreement; and Consultant is legally authorized to execute and perform or cause to be performed this Agreement under the terms and conditions stated in this Agreement;

iii) warrants that it will not knowingly use the services of any ineligible consultant or Subcontractor for any purpose in the performance of its Services under this Agreement;

iv) warrants that Consultant and its Subcontractors are not in default at the time this Agreement is signed, and have not been considered by the Purchasing Agent to have, within 5 years immediately preceding the date of this Agreement, been found to be in default on any contract awarded by the County ;

v) represents that it has carefully examined and analyzed the provisions and requirements of this Agreement; it understands the nature of the Services required; from its own analysis it has satisfied itself as to the nature of all things needed for the performance of this Agreement; this Agreement is feasible of performance in accordance with all of its provisions and requirements, and Consultant warrants it can and will perform, or cause to be performed, the Services in material accordance with the provisions and requirements of this Agreement;

vi) represents that Consultant and, to the best of its knowledge, its Subcontractors are not in violation of the provisions of the Illinois Criminal Code, 720 ILCS 5/33E as amended, and the Illinois Municipal Code, 65 ILCS 5/11-42.1-1;

vii) acknowledges that any certification, affidavit or acknowledgment made under oath in connection with this Agreement is made under penalty of perjury and, if false, is also cause for termination under Sections 9.1 and 9.3; and

viii) Consultant warrants that its Services will be performed in a professional, good and workmanlike manner. Accenture will reperform any Services not in compliance with this warranty brought to its attention in writing within thirty (30) days after those Services are performed. Additionally, Consultant warrants that its Deliverables which are original content will materially conform to their applicable specifications for a period of thirty (30) days from delivery to the County. Consultant will correct any such Deliverable not in compliance with this warranty brought to its attention in writing within thirty (30) days after delivery of such Deliverable to County. THIS SECTION IS CONSULTANT'S ONLY EXPRESS WARRANTY CONCERNING THE SERVICES, ANY DELIVERABLES OR MATERIALS, AND THIS AGREEMENT, AND IS MADE EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES, CONDITIONS AND REPRESENTATIONS, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, INFORMATIONAL CONTENT, SYSTEMS INTEGRATION, NON-INFRINGEMENT, INTERFERENCE WITH ENJOYMENT OR OTHERWISE.

b) Ethics

i) In addition to the foregoing warranties and representations, Consultant warrants:

(1) to the best of its knowledge no officer, agent or employee of the County is employed by Consultant or has a financial interest directly or indirectly in this Agreement or the compensation to be paid under this Agreement except as may be permitted in writing by the Board of Ethics.

(2) no payment, gratuity or offer of employment will be made in connection with this Agreement by or on behalf of any Subcontractors to the prime Consultant or higher tier Subcontractors or anyone associated with them, as an inducement for the award of a subcontract or order.

c) Business Documents

At the request of the County, Consultant must provide copies of its latest articles of incorporation, by-laws and resolutions, or partnership or joint venture agreement, as applicable.

d) Conflicts of Interest

i) No member of the governing body of the County or other unit of government and no other officer, employee or agent of the County or other unit of government who exercises any functions or responsibilities in connection with the Services to which this Agreement pertains is permitted to have any personal interest, direct or indirect, in this Agreement. No member of or

delegate to the Congress of the United States or the Illinois General Assembly and no Commissioner of the Cook County Board or County employee is allowed to be admitted to any share or part of this Agreement or to any financial benefit to arise from it.

ii) Consultant covenants that it, and to the best of its knowledge, its Subcontractors if any (collectively, "**Consulting Parties**"), presently have no direct or indirect interest and will not acquire any interest, direct or indirect, in any project or contract that would conflict in any manner or degree with the performance of its Services under this Agreement.

iii) Without limiting the foregoing, if the Consulting Parties assist the County in preparing, drafting or issuing request for proposals or bid specifications for a project, the Consulting Parties must not participate, directly or indirectly, as a prime, subcontractor or joint venturer in that project or in the preparation of a proposal or bid for that project during the term of this Agreement or afterwards.

iv) The Consultant further covenants that to the best of its knowledge, in the performance of this Agreement, no person having any conflicting interest will be assigned to perform any Services or have access to any confidential information, as defined in Section 3.11 of this Agreement. If the County, by the Purchasing Agent in his reasonable judgment, determines that any of Consultant's Services for others conflict with the Services Consultant is to render for the County under this Agreement, Consultant must terminate such other services immediately upon request of the County.

v) Furthermore, if any federal funds are to be used to compensate or reimburse Consultant under this Agreement, Consultant represents that it is and will remain in compliance with federal restrictions on lobbying set forth in Section 319 of the Department of the Interior and Related Agencies Appropriations Act for Fiscal year 1990, 31 U.S.C. § 1352, and related rules and regulations set forth at 54 Fed. Reg. 52,309 ff. (1989), as amended. If federal funds are to be used, Consultant must execute a Certification Regarding Lobbying, which will be attached as an exhibit and incorporated by reference as if fully set forth here.

e) Non-Liability of Public Officials

Consultant and any assignee or Subcontractor of Consultant must not charge any official, employee or agent of the County personally with any liability or expenses of defense or hold any official, employee or agent of the County personally liable to them under any term or provision of this Agreement or because of the County's execution, attempted execution or any breach of this Agreement.

ARTICLE 9) EVENTS OF DEFAULT, REMEDIES, TERMINATION, SUSPENSION AND RIGHT TO OFFSET

a) Events of Default Defined

The following constitute events of default:

- i) Any material misrepresentation, whether negligent or willful and whether in the inducement or in the performance, made by Consultant to the County.
- ii) Consultant's material failure to perform any of its obligations under this Agreement including the following:
 - (a) Failure due to a reason or circumstances within Consultant's reasonable control to perform the Services with sufficient personnel and equipment or with sufficient material to ensure the performance of the Services;
 - (b) Failure to perform the Services in a manner reasonably satisfactory to the Purchasing Agent or inability to perform the Services satisfactorily as a result of insolvency, filing for bankruptcy or assignment for the benefit of creditors;
 - (c) Failure to promptly re-perform within a reasonable time Services that were rejected as erroneous or unsatisfactory;
 - (d) Discontinuance of the Services for reasons within Consultant's reasonable control; and
 - (e) Failure to comply with any other material term of this Agreement, including the provisions concerning insurance and nondiscrimination.
- iii) Any change in ownership or control of Consultant without the prior written approval of the Purchasing Agent, which approval the Purchasing Agent will not unreasonably withhold.
- iv) Consultant's default under any other agreement it may presently have or may enter into with the County during the life of this Agreement. Consultant acknowledges and agrees that in the event of a default under this Agreement the County may also declare a default under any such other Agreements.
- (v) Failure to comply with Section 7 in the performance of the Agreement.
- (vi) Consultant's repeated or continued violations of County ordinances unrelated to performance under the Agreement that in the opinion of the Purchasing Agent indicate a willful or reckless disregard for County laws and regulations.

b) County's Remedies

The occurrence of any event of default permits the County to declare Consultant in default. The Purchasing Agent shall give notice of such default to the Consultant, pursuant to Article 11. The Consultant shall have an opportunity to cure the default within 30 days of notification of the default, unless extended by the Purchasing Agent.

The Purchasing Agent will give Consultant written notice of the default in the form of a cure notice ("**Cure Notice**"). The Purchasing Agent may give a Default Notice if Consultant fails to effect a cure within the cure period given in a Cure Notice or the Consultant defaulted pursuant to Section 9(a)(iii)-(vi), which no Cure Period will be permitted. If the Purchasing Agent gives a Default Notice, he will also indicate any present intent he may have to terminate this Agreement, and the decision to terminate (but not the decision not to terminate) is final and effective upon giving the notice. When a Default Notice with intent to terminate is given as provided in this Section 9.b and Article 11, Consultant must discontinue any Services, unless otherwise directed in the notice, and deliver all materials accumulated in the performance of this Agreement, whether completed or in the process, to the County. The County shall pay Consultant for all Deliverables and Services accepted. After giving a Default Notice, the County may invoke any or all of the following remedies:

- i) The right to take over and complete the Services, or any part of them, at Consultant's expense, either directly or through others, and bill Consultant for the cost of the Services, and Consultant must pay the difference between the total amount of this bill and the amount the County would have paid Consultant under the terms and conditions of this Agreement for the Services.
- ii) The right to terminate this Agreement as to any part or all of the Services yet to be performed effective at a time specified by the County;
- iii) The right of specific performance, an injunction or any other appropriate equitable remedy;
- iv) The right to seek possible monetary damages;
- v) The right to withhold Consultant's compensation for any Services under default under this Agreement;
- vi) The right to consider Consultant non-responsible in future contracts to be awarded by the County.

If the Purchasing Agent considers it to be in the County's best interests, he may elect not to declare default or to terminate this Agreement. The parties acknowledge that this provision is solely for the benefit of the County and that if the County permits Consultant to continue to provide the Services despite one or more events of default, Consultant is in no way relieved of any of its responsibilities, duties or obligations under this Agreement, nor does the County waive or relinquish any of its rights.

The remedies under the terms of this Agreement are not intended to be exclusive of any other remedies provided, but each and every such remedy is cumulative and is in addition to any other remedies, existing now or later, at law, in equity or by statute. No delay or omission to exercise any right or power accruing upon any event of default impairs any such right or power, nor is it a waiver of any event of default nor acquiescence in it, and every such right and power may be exercised from time to time and as often as the County considers expedient.

c) Consultant's Remedies

In addition to any termination right in this Agreement or any Exhibit, Consultant may terminate this Contract upon breach/default by the County of any material provision of this Agreement. The Consultant shall give notice of such default to the Purchasing Agent, pursuant to Article 11. The County shall have an opportunity to cure the default within 30 days of notification of the default, unless extended by the Consultant.

The Consultant shall give Purchasing Agent written notice of the default in the form of a cure notice ("**Cure Notice**"). If the County fails to cure the basis for the default within the prescribed time period, Consultant may issue a notice of termination to the Purchasing Agent. The County shall pay Consultant for all satisfactory Services rendered, including a pro rata portion for Deliverables in progress. The County and Consultant must attempt to agree on the amount of compensation to be paid to Consultant, but if not agreed on, the parties shall commence the dispute resolution set forth in Article 6 of this Agreement.

d) Termination for Convenience

In addition to termination under Sections 9.a and 9.b of this Agreement, the County may terminate this Agreement, or all or any portion of the Services to be performed under it, at any time by providing at least thirty (30) days advance written notice of the termination date to Consultant. The County will give notice to Consultant in accordance with the provisions of Article 11. If the County elects to terminate this Agreement in full, all Services to be provided under it must cease and all materials that may have been accumulated in performing this Agreement, whether completed or in the process, must be delivered to the County effective 10 days after the effective date stated in the notice.

After the notice is received, Consultant must restrict its activities, and those of its Subcontractors, to winding down any reports, analyses, or other activities previously begun. No costs incurred after the effective date of the termination are allowed. Upon termination for convenience, the County shall pay Consultant for all satisfactory Services rendered, including a pro rata portion for Deliverables in progress by Consultant prior to the date of termination. The County and Consultant must attempt to agree on the amount of compensation to be paid to Consultant, but if not agreed on, the parties shall commence the dispute resolution set forth in Article 6 of this Agreement. The payment so made to Consultant is in full settlement for all Services satisfactorily performed under this Agreement.

Consultant must include in its contracts with Subcontractors an early termination provision in form and substance equivalent to this early termination provision to prevent claims against the County arising from termination of subcontracts after the early termination. Consultant will not be entitled to make any early termination claims against the County resulting from any Subcontractor's claims against Consultant or the County to the extent inconsistent with this provision.

If the County's election to terminate this Agreement for default under Sections 9.a and 9.b is determined in a court of competent jurisdiction to have been wrongful, then in that case the termination is to be considered to be an early termination under this Section 9.c.

e) Suspension

The County may at any time request that Consultant suspend its Services, or any part of them, by giving 15 days prior written notice to Consultant or upon informal oral, or even no notice, in the event of emergency. No costs incurred after the effective date of such suspension are allowed. Consultant must promptly resume its performance of the Services under the same terms and conditions as stated in this Agreement upon written notice by the Purchasing Agent and such equitable extension of time as may be mutually agreed upon by the Purchasing Agent and Consultant when necessary for continuation or completion of Services. Any additional costs or expenses actually incurred by Consultant as a result of recommencing the Services must be treated in accordance with the compensation provisions under Article 5 of this Agreement.

No suspension of this Agreement is permitted in the aggregate to exceed a period of 45 days within any one year of this Agreement. If the total number of days of suspension exceeds 45 days, Consultant by written notice may treat the suspension as an early termination of this Agreement under Section 9.c.

f) Right to Offset

i) In connection with performance under this Agreement:

The County may offset any excess costs incurred:

- (i) if the County terminates this Agreement for default;
- (ii) if the County exercises any of its remedies under Section 9.b of this Agreement; or
- (iii) if the County has any credits due or has made any overpayments under this Agreement.

The County may offset these excess costs by use of any payment due for Services completed before the County terminated this Agreement or before the County exercised any remedies. If the amount offset is insufficient to cover those excess costs, Consultant is liable for and must promptly remit to the County the balance upon written demand for it. This right to offset is in addition to and not a limitation of any other remedies available to the County.

g.) Force Majeure

Neither Consultant nor the County shall be liable for failure to perform its respective obligations under the Agreement when failure is caused by fire, explosion, water, act of God, civil disorder or disturbances, strikes, vandalism, war, riot, sabotage, weather and energy related closings, or like causes beyond the reasonable control of the party ("Force Majeure Event"). In the event that either party ceases to perform its obligations under this Agreement due to the occurrence of a Force Majeure Event, the party shall: (a) as soon as practicable notify the other party in writing of the Force Majeure Event and its expected duration; (b) take all reasonable steps to recommence performance of its obligations under this Agreement as soon as possible. In the event that any Force Majeure Event delays a party's performance for more than thirty (30) calendar days following notice by the delaying party pursuant to this Agreement, the other party may terminate this Agreement immediately upon written notice. .

h.) 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.

ARTICLE 10) GENERAL CONDITIONS

a) Entire Agreement

i) General

This Agreement, and the exhibits attached to it and incorporated in it, constitute the entire agreement between the parties and no other warranties, inducements, considerations, promises or interpretations are implied or impressed upon this Agreement that are not expressly addressed in this Agreement.

ii) No Collateral Agreements

Consultant acknowledges that, except only for those representations, statements or promises expressly contained in this Agreement and any exhibits attached to it and incorporated by reference in it, no representation, statement or promise, oral or in writing, of any kind whatsoever, by the County, its officials, agents or employees, has induced Consultant to enter into this Agreement or has been relied upon by Consultant, including any with reference to: (i) the meaning, correctness, suitability or completeness of any provisions or requirements of this Agreement; (ii) the nature of the Services to be performed; (iii) the nature, quantity, quality or volume of any materials, equipment, labor and other facilities needed for the performance of this Agreement; (iv) the general conditions which may in any way affect this Agreement or its performance; (v) the compensation provisions of this Agreement; or (vi) any other matters, whether similar to or different from those referred to in (i) through (vi) immediately above, affecting or having any connection with this Agreement, its negotiation, any discussions of its performance or those employed or connected or concerned with it.

iii) No Omissions

Consultant acknowledges that Consultant was given an opportunity to review all documents forming this Agreement before signing this Agreement in order that it might request inclusion in this Agreement of any statement, representation, promise or provision that it desired or on that it wished to place reliance. Consultant did so review those documents, and either every such statement, representation, promise or provision has been included in this Agreement or else, if omitted, Consultant relinquishes the benefit of any such omitted statement, representation, promise or provision and is willing to perform this Agreement in its entirety without claiming reliance on it or making any other claim on account of its omission.

b) Counterparts

This Agreement is comprised of several identical counterparts, each to be fully signed by the parties and each to be considered an original having identical legal effect.

c) 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.

Contractor is hereby notified that, except for modifications and amendments which are made in accordance with this Section 10.c., Modifications and Amendments, no County department or employee thereof has authority to make any modification or amendment to this Contract.

d) Governing Law and Jurisdiction

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, 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.

e) Severability

If any provision of this Agreement is held or considered to be or is in fact invalid, illegal, inoperative or unenforceable as applied in any particular case in any jurisdiction or in all cases because it conflicts with any other provision or provisions of this Agreement or of any constitution, statute, ordinance, rule of law or public policy, or for any other reason, those circumstances do not have the effect of rendering the provision in question invalid, illegal, inoperative or unenforceable in any other case or circumstances, or of rendering any other provision or provisions in this Agreement invalid, illegal, inoperative or unenforceable to any extent whatsoever. The invalidity, illegality, inoperativeness or unenforceability of any one or more phrases, sentences, clauses or sections in this Agreement does not affect the remaining portions of this Agreement or any part of it.

f) Assigns

All of the terms and conditions of this Agreement are binding upon and inure to the benefit of the parties and their respective legal representatives, successors and assigns.

g) Cooperation

Consultant must at all times cooperate fully with the County and act in the County's best interests. If this Agreement is terminated for any reason, or if it is to expire on its own terms, Consultant must make every effort to assure an orderly transition to another provider of the Services, if any, orderly demobilization of its own operations in connection with the Services, uninterrupted provision of Services during any transition period and must otherwise comply with the reasonable requests and requirements of the Department in connection with the termination or expiration.

h) Waiver

Nothing in this Agreement authorizes the waiver of a requirement or condition contrary to law or ordinance or that would result in or promote the violation of any federal, state or local law or ordinance.

No waiver of any provision of this Agreement will be effective unless it is in writing and signed by the party against which it is sought to be enforced. The delay or failure by either party to exercise or enforce any of its rights under this Agreement is not a waiver of that party's right to later enforce those rights, nor will any single or partial exercise of any such right preclude any other or further exercise of these rights or any other right.

Whenever under this Agreement the County by a proper authority waives Consultant's performance in any respect or waives a requirement or condition to either the County's or Consultant's performance, the waiver so granted, whether express or implied, only applies to the particular instance and is not a waiver forever or for subsequent instances of the performance, requirement or condition. No such waiver is a modification of this Agreement regardless of the number of times the County may have waived the performance, requirement or condition. Such waivers must be provided to Consultant in writing.

i) Independent Contractor

This Agreement is not intended to and will not constitute, create, give rise to, or otherwise recognize a joint venture, partnership, corporation or other formal business association or organization of any kind between Consultant and the County. The rights and the obligations of the parties are only those expressly set forth in this Agreement. Consultant must perform under this Agreement as an independent contractor and not as a representative, employee, agent, or partner of the County.

This Agreement is between the County and an independent contractor and, if Consultant is an individual, nothing provided for under this Agreement constitutes or implies an employer-employee relationship such that:

- i) The County will not be liable under or by reason of this Agreement for the payment of any compensation award or damages in connection with the Consultant performing the Services required under this Agreement.
- ii) Consultant is not entitled to membership in the County Pension Fund, Group Medical Insurance Program, Group Dental Program, Group Vision Care, Group Life Insurance Program, Deferred Income Program, vacation, sick leave, extended sick leave, or any other benefits ordinarily provided to individuals employed and paid through the regular payrolls of the County.
- iii) The County is not required to deduct or withhold any taxes, FICA or other deductions from any compensation provided to the Consultant.
- iv) Nothing in this Agreement is intended or will be construed to confer on any party (other

than County and the parties entitled to indemnification under the Agreement) any rights, benefits or remedies of any kind, and no other party will be deemed to be a third party beneficiary.

j. Change Orders

Changes to the scope of the Services or any Deliverables shall be made only in a writing executed by authorized representatives of both parties. Consultant will not be obligated to work on a change until the parties agree in writing upon its scope, price and/or schedule impact (a "Change Order"). Pursuant to Article 4(ii), the County shall be obligated to negotiate a Change Order for additional fees or expenses incurred as a result of a delay or failure by the County to timely perform County Responsibilities set forth in this Agreement. All Change Orders shall be in compliance with Article 10(c) of this Agreement.

k. Limitation of Liability

The sole liability of the Consultant (whether in contract, tort, negligence, strict liability in tort, by statute or otherwise) for any and all claims in any manner related to this Agreement, including the Deliverables or Services, will be the payment of direct damages, not to exceed (in the aggregate) the fees received by Consultant with respect to the Services or Deliverables involved under this Agreement.

In no event will either party be liable for any consequential, incidental, indirect, special or punitive damage, loss or expenses (including, but not limited to, business interruption, lost business, lost profits or lost savings) even if it has been advised of their possible existence.

ARTICLE 11) NOTICES

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

If to the County:

COOK COUNTY PURCHASING AGENT
118 North Clark Street, Room 1018
Chicago, Illinois 60602

If to Consultant:

Accenture LLP
161 North Clark Street
Chicago, Illinois 60601
Attention: John J. Murray

Changes in these addresses must be in writing and delivered in accordance with the provisions of this Article 11. Notices delivered by mail are considered received three days after mailing in accordance with this Article 11. Notices delivered personally are considered effective upon receipt. Refusal to accept delivery has the same effect as receipt.

ARTICLE 12) AUTHORITY

Execution of this Agreement by Consultant is authorized by a resolution of its Board of Directors, if a corporation, or similar governing document, and the signature(s) of each person signing on behalf of Consultant have been made with complete and full authority to commit Consultant to all terms and conditions of this Agreement, including each and every representation, certification and warranty contained in it, including the representations, certifications and warranties collectively incorporated by reference in it.

ARTICLE 13) ORDER OF PRECEDENCE

In the event there is a conflict between or among any of the following documents specified below (which are collectively known as the "Contract") the order of precedence of the documents shall be as follows:

1. Agreement
2. Economic Disclosure Statement and Execution Document
3. Exhibit 1 Scope of Services
4. Exhibit 2 Schedule of Compensation
5. Exhibit 3 Insurance Certificate
6. Exhibit 4 County Board Authorization
7. Exhibit 5 RFP Response

**ECONOMIC DISCLOSURE STATEMENT
AND EXECUTION DOCUMENT
INDEX**

Section	Description	Pages
	Instructions for Completion of EDS	EDS 1-2
1	MBE/WBE Utilization Plan	EDS 3-4
2	Letter of Intent	EDS 4-5
3	Petition for Reduction/Waiver of MBE/WBE Participation Goals	EDS 6-8
4	Certifications	EDS 9-10
5	Economic and Other Disclosures, Affidavit of Child Support Obligations and Disclosure of Ownership Interest	EDS 11-15

**INSTRUCTIONS FOR COMPLETION OF
ECONOMIC DISCLOSURE STATEMENT AND EXECUTION DOCUMENT**

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

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

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

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

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

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

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

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

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

"Lobbyist" means any person or entity who lobbies.

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

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

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

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

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

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

Additional Information. The County's Governmental Ethics and Campaign Financing Ordinances, impose certain duties and obligations on persons or entities seeking County contracts, work, business, or transactions. For further information please contact the Director of Ethics at (312) 603-4304 (69 W. Washington St. Suite 3040, Chicago, IL 60602) or visit our web-site at www.cookcountygov.com and go to the Ethics Department link. The Bidder must comply fully with the applicable ordinances.

MBE/WBE UTILIZATION PLAN

Section 1

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

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

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

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

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

II. Direct Participation of MBE/WBE Firms

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

MBE/WBE Firm: Opera Solutions, LLC

Address: 10 Exchange Place, 11th Floor, Jersey City, NJ 07302

E-mail: smccullough@operasolutions.com

Contact Person: Sterling J. McCullough Phone: (917) 288-2214

Dollar Amount Participation: \$ 484,400

Percent Amount of Participation: 15.7 _____ %

*Letter of Intent attached? Yes X _____ No _____

*Letter of Certification attached? Yes _____ No X _____

Opera Solutions, LLC has submitted documents to register as an MBE in Cook County, Illinois and is waiting for a Letter of Certification. A copy of the Letter of Certification will be sent to the Office of Contract Compliance immediately upon receipt.

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: Strategic Sourcing Consulting Services / RFP No. 11-50-006P

From: Opera Solutions, LLC

(MBE/WBE Firm)

To: Accenture LLP 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. <u>Spend Analysis Services, Strategic Sourcing Services</u>	<u>\$ 484,400</u>	<u>15.7 %</u>
2. _____	<u>\$ _____</u>	<u>%</u>
3. _____	<u>\$ _____</u>	<u>%</u>
4. _____	<u>\$ _____</u>	<u>%</u>
	Total: <u>\$ 484,400</u>	<u>15.7 %</u>

THE UNDERSIGNED PARTIES AGREE that this Letter of Intent will become a binding Subcontract Agreement conditioned upon the Bidder/Proposer's receipt of a signed contract from the County of

Cook. The Undersigned Parties do also certify that they did not affix their signatures to this document until all areas under Description of Service/Supply and Fee/Cost were completed.

Upon Penalty of perjury, I Sandeep Puri
_____ (print name)

the Principal, State and Local Government (title) and duly authorized representative

of the Opera Solutions, LLC (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 \$ 484,400 which represents the above indicated total percentage 15.7% % for the contract amount \$ 3,095,000.

Sandeep Puri

(Signature of affiant)

Feb. / 28 / 2011

(Date)

Subscribed and sworn to before me this 28 day of February, 20 11

Thomas Edward Crockett

(Notary's Signature)

Thomas Edward Crockett
Notary Public, State of New York
No. 01CR6233668
Qualified in Kings County
Commission Expires Jan. 03, 2015

(Notary Seal)

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

Upon penalty of perjury, John Murray (print name),

the Senior Executive (title) and duly authorized

representative of Accenture LLP (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 \$ 484,400, which represents the

above indicated total percentage 15.7 % for the contract amount \$ 3,095,000.

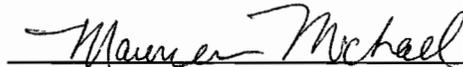


(Signature of affiant)

3, 1, 2011

(Date)

Subscribed and sworn to before me this 1st day of March, 2011.



(Notary's Signature)



(Notary Seal)

PETITION FOR WAIVER OF MBE/WBE PARTICIPATION

(SECTION 3)

NOT APPLICABLE

A. BIDDER/PROPOSER HEREBY REQUESTS:

FULL MBE WAIVER

FULL WBE WAIVER

REDUCTION (PARTIAL MBE and/or WBE PARTICIPATION)

_____ % of Reduction for MBE Participation

_____ % of Reduction for WBE Participation

B. REASON FOR FULL/REDUCTION WAIVER REQUEST

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

1) lack of sufficient qualified MBEs and/or WBEs capable of providing the goods or services

required by the contract (please explain)

2) the specifications and necessary requirements for performing the Contract make it impossible or

economically infeasible to divide the Contract to enable the contractor to utilize MBEs and/or WBEs in accordance with the applicable participation **(please explain)**

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

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

C. GOOD FAITH EFFORTS TO OBTAIN MBE/WBE PARTICIPATION

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

1) Made timely written solicitation to identified MBEs and WBEs for utilization of goods and/or services; and provided MBEs and WBEs with a timely opportunity to review and obtain relevant specifications, terms and conditions of the proposal to enable MBEs and WBEs to prepare an informed response to solicitation (please attach)

2) Followed up initial solicitation of MBEs and WBEs to determine if firms are interested in doing business (please attach)

3) Advertised in a timely manner in one or more daily newspapers and/or trade publication for MBEs and WBEs for supply of goods and services (please attach)

4) Use the services and assistance of the Office of Contract Compliance Staff (please explain)

5) Engaged MBEs & WBEs for indirect participation (please explain)

D. OTHER RELEVANT INFORMATION

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

CERTIFICATIONS

(SECTION 4)

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

A. PERSONS AND ENTITIES SUBJECT TO DISQUALIFICATION

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

- 1) Has been convicted of an act committed, within the State of Illinois, of bribery or attempting to bribe an officer or employee of a unit of state, federal or local government or school district in the State of Illinois in that officer's or employee's official capacity;
- 2) Has been convicted by federal, state or local government of an act of bid-rigging or attempting to rig bids as defined in the Sherman Anti-Trust Act and Clayton Act. Act. 15 U.S.C. Section 1 *et seq.*;
- 3) Has been convicted of bid-rigging or attempting to rig bids under the laws of federal, state or local government;
- 4) Has been convicted of an act committed, within the State, of price-fixing or attempting to fix prices as defined by the Sherman Anti-Trust Act and the Clayton Act. 15 U.S.C. Section 1, *et seq.*;
- 5) Has been convicted of price-fixing or attempting to fix prices under the laws the State;
- 6) Has been convicted of defrauding or attempting to defraud any unit of state or local government or school district within the State of Illinois;
- 7) Has made an admission of guilt of such conduct as set forth in subsections (1) through (6) above which admission is a matter of record, whether or not such person or business entity was subject to prosecution for the offense or offenses admitted to; or
- 8) Has entered a plea of *nolo contendere* to charge of bribery, price-fixing, bid-rigging, or fraud, as set forth in sub-paragraphs (1) through (6) above.

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

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

B. BID-RIGGING OR BID ROTATING

THE UNDERSIGNED HEREBY CERTIFIES THAT: *In accordance with 720 ILCS 5/33 E-11, neither the Undersigned nor any Affiliated Entity is barred from award of this Contract as a result of a conviction for the violation of State laws prohibiting bid-rigging or bid rotating.*

C. DRUG FREE WORKPLACE ACT

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

D. DELINQUENCY IN PAYMENT OF TAXES

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

E. HUMAN RIGHTS ORDINANCE

No person who is a party to a contract with Cook County ("County") shall engage in unlawful discrimination or sexual harassment against any individual in the terms or conditions of employment, credit, public accommodations, housing, or provision of County facilities, services or programs (Code Chapter 42, Section 42-30 *et seq.*).

F. ILLINOIS HUMAN RIGHTS ACT

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

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

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

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

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

For purposes of this EDS Section 4, H, "Contract" means any written agreement whereby the County is committed to or does expend funds in connection with the agreement or subcontract thereof. The term "Contract" as used in this EDS, Section 4, I, specifically excludes contracts with the following:

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

4) Sheriff's Work Alternative Program; and

5) Department of Correction inmates.

REQUIRED DISCLOSURES

(SECTION 5)

1. DISCLOSURE OF LOBBYIST CONTACTS

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

Name Address

NOT APPLICABLE

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

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

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

Yes: _____ No: _____

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

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

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:

Accenture LLP does not take exceptions to certifications contained within this EDS.

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

COOK COUNTY AFFIDAVIT OF CHILD SUPPORT OBLIGATIONS

NOT APPLICABLE

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

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

"County Privilege" means any business license, including but not limited to liquor dealers' licenses, packaged goods licenses, tavern licenses, restaurant licenses, and gun licenses; real property license or lease; permit, including but not limited to building permits, zoning permits or approvals; environmental certificate; County HOME Loan, and contracts exceeding the value of \$10,000.00.

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

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

Privilege Information:

County Privilege: _____

County Department: _____

Applicant Information:

Last name: _____ First Name: _____ MI: _____

SS# (Last Four Digits): ____ _

Street Address: _____

City: _____ State: _____ Zip: _____

Home Phone: (____) ____ - ____ Drivers License No: _____

Child Support Obligation Information:

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

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

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

Signature: _____ Date: _____

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

X _____

Notary Public Signature

Notary Seal

NOT APPLICABLE

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 Accenture LLP D/B/A: Accenture LLP EIN NO.: 72-0542904

Street Address: 161 North Clark Street

City: Chicago State: Illinois Zip Code: 60601

Phone No.: 312-693-7700

Form of Legal Entity:

Sole Proprietor Partnership Corporation Trustee of Land Trust

Business Trust Estate Association Joint Venture

Other (describe) Limited Liability Partnership

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
Accenture LLC	2711 Centerville Rd., Wilmington, DE 19808	97%

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
NOT APPLICABLE		

3. Is the Applicant constructively controlled by another person or Legal Entity? Yes No

If yes, state the name, address and percentage of beneficial interest of such person or legal entity, and the relationship under which such control is being or may be exercised.

Name	Address	Percentage of Beneficial Interest	Relationship
Accenture Inc	2711 Centerville Rd., Wilmington, DE 19808	3%	Managing Partner

Declaration (check the applicable box):

I state under oath that the Applicant has withheld no disclosure as to ownership interest in the Applicant nor eserved any information, data or plan as to the intended use or purpose for which the Applicant seeks County Board or other County Agency action.

[x] I state under oath that the Holder has withheld no disclosure as to ownership interest nor reserved any information required to be disclosed.

John Murray

SENIOR EXECUTIVE

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



3/1/2011

Signature

Date

j.j.murray@accenture.com

312-693-7700

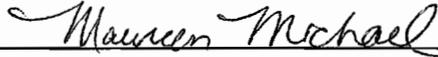
E-mail address

Phone Number

Subscribed to and sworn before me
this 1st day of March, 2011.

My commission expires: 09/24/13



x 

Notary Public Signature

Notary Seal

SIGNATURE BY A SOLE PROPRIETOR

(SECTION 6)

NOT APPLICABLE

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

BUSINESS NAME: _____

BUSINESS ADDRESS: _____

BUSINESS TELEPHONE: _____ FAX NUMBER: _____

FEIN/SSN: _____

COOK COUNTY BUSINESS REGISTRATION NUMBER: _____

SOLE PROPRIETOR'S SIGNATURE: _____

PRINT NAME: _____

DATE: _____

Subscribed to and sworn before me this

_____ day of _____, 20__.

My commission expires:

X _____

Notary Public Signature

Notary Seal

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

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

BUSINESS NAME: Accenture LLP

BUSINESS ADDRESS: 161 North Clark Street, Chicago, IL, 60601

BUSINESS TELEPHONE: 312-693-7700 FAX NUMBER: 312-693-0507

CONTACT PERSON: John Murray FEIN/SSN: 72-0542904

Accenture LLP, is an Illinois Limited

*COOK COUNTY BUSINESS REGISTRATION NUMBER: Liability Partnership, Illinois

Sec or State Registration Number:

000-622

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

*BY: 

Date: April 4, 2011

Subscribed to and sworn before me this
4th day of April, 2011.

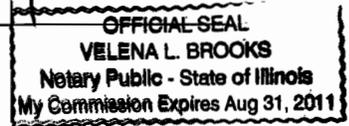
x Velena L. Brooks

Notary Public Signature

My commission expires:

08/31/2011

Notary Seal



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



Accenture Inc.

2711 Centerville Road, Suite 400
Wilmington, Delaware 19808

C E R T I F I C A T E

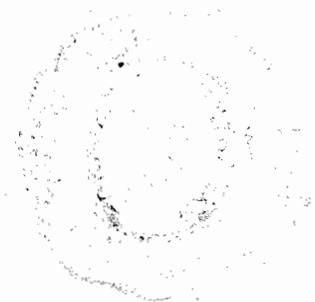
Accenture LLP, an Illinois limited liability partnership, represented by Accenture, Inc., its Managing Partner, itself represented by its authorized representative, certifies that:

John J. Murray is authorized to execute on behalf of Accenture LLP any and all documents in connection with the Request for Proposal between Accenture LLP and Cook County, Illinois Government for Strategic Sourcing Consulting Services.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 24th day of February, 2011.

ACCENTURE LLP represented by
ACCENTURE INC., Managing Partner

By: Ronald J. Roberts
Ronald J. Roberts, Secretary



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: _____

BUSINESS ADDRESS: _____

BUSINESS TELEPHONE: _____ FAX NUMBER: _____

CONTACT PERSON: _____

FEIN: _____ *IL CORPORATE FILE NUMBER: _____

LIST THE FOLLOWING CORPORATE OFFICERS:

PRESIDENT: _____ VICE PRESIDENT: _____

SECRETARY: _____ TREASURER: _____

****SIGNATURE OF PRESIDENT:** _____

ATTEST: _____ **(CORPORATE SECRETARY)**

Subscribed and sworn to before me this

_____ day of _____, 20__.

My commission expires:

X _____
Notary Public Signature

Notary Seal

* **If the corporation is not registered in the State of Illinois, a copy of the Certificate of Good Standing from the state of incorporation must be submitted with this Signature Page.**

** **In the event that this Signature Page is signed by any persons than the President and Secretary, attach either a certified copy of the corporate by-laws, resolution or other authorization by the corporation, authorizing such persons to sign the Signature Page on behalf of the corporation.**

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:

Joni Breuninger

PRESIDENT, COOK COUNTY BOARD OF COMMISSIONERS

Paula de Laurentis

COOK COUNTY PURCHASING AGENT

Constantine M. Kiang

COOK COUNTY COMPTROLLER

DATED AT CHICAGO, ILLINOIS THIS 6th DAY OF April, 20 11.

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

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

OR

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

TOTAL AMOUNT OF CONTRACT: \$ 250,000.00
(DOLLARS AND CENTS)

FUND CHARGEABLE: _____

APPROVED AS TO FORM:

[Signature]

ASSISTANT STATE'S ATTORNEY

APPROVED BY BOARD OF
COOK COUNTY COMMISSIONERS

APR 06 2011

COM _____

EXHIBIT 1

Scope of Services

The Consultant shall provide the Services as described in Response to Strategic Sourcing Consulting Services Request for Proposal RFP No. 11-50-006P dated February 28, 2011, which is attached as Exhibit V. In the performance of the Services, the Consultant may be required to perform tasks not specifically listed, but necessary to perform the scope of services and complete the deliverables required under this Agreement.

- A. The Consultant must quickly identify areas to achieve immediate cost savings that can impact 2011 spending.
 - 1. Analyze historic spending by category, supplier, national/local source, MBE/WBE status, etc.
 - 2. Analyze existing contracts for duration and terms
 - 3. Analyze procurement plans for each department and potential changes to spending from historic patterns
 - 4. Compare spend levels for categories with benchmarks
 - 5. Aggregate spend and prioritize categories for strategic sourcing activities
 - 6. Source targeted categories strategically for entire County and entire category
 - 7. Research and compile specifications for the targeted strategic spends
 - 8. Develop staff training plan
 - 9. Develop staffing plan to adequately address strategic sourcing within the organization
 - 10. Develop a procurement plan identifying potential cost savings
 - 11. Recommend progress and performance report model
 - 12. Assist in the renegotiation of contracts
 - 13. Identify estimated cost savings

- B. The Consultant shall apply rapid procurement methodologies to identify savings opportunities, create appropriate implementation plans and work with the Purchasing Agent to assure that projected savings are achieved. While the identification of longer term savings opportunities is of interest, the highest priority is on identifying opportunities with immediate saving potential.

- C. Resources to be provided by Cook County
 - 1. The Office of the Purchasing Agent will provide appropriate oversight throughout the engagement. It will also make Subject Matter Experts (SMEs) available for the successful implementation of strategies recommended by the consultant and accepted for implementation by the Cook County.
 - 2. The Office of the Purchasing Agent will provide space necessary for the assigned resources from the firm.

3. The Office of the Purchasing Agent will provide a SME in County processes in order to facilitate the implementation of the identified savings opportunities.
4. The Office of the Purchasing Agent will provide high level spend information

D. Deliverables

The Consultant shall provide the following deliverables within the timeframes specified below.

1. Purchasing Plan with identified potential savings (within 30 days of the Contract effective date)
2. Staffing Plan (within 30 days)
3. Staff Training Plan (within 30 days)
4. Library of Specifications for targeted strategic spends (within 30 days)
5. Progress and Performance Report (every 30 days)

E. Implementation Plan

Upon approval of an implementation plan, the Consultant shall provide the necessary resources to implement the deliverables and services described above. Such services shall be compensated as described in Exhibit 2, Schedule of Compensation.

EXHIBIT 2

Schedule of Compensation

Accenture will be compensated as follows:

A. Phase I Assessment and Program Planning

- Accenture will be paid a one-time, fixed fee payment of Two hundred Fifty thousand dollars (\$250,000), payable within 60 days of the contract start.

B. Phase II Cost-Savings Sharing

- If at least Twenty million dollars (\$20,000,000) in annualized savings were identified and prioritized for implementation during the Spend Assessment and Program Planning (i.e., Phase 1), the County may agree to the implementation of Strategic Sourcing within 30 days of completion of Phase 1. Then Accenture will be compensated on a Value Based basis for Strategic Sourcing as set forth in this Section B. Phase II Cost Saving Sharing.
- Accenture's maximum compensation for the cost-savings sharing portion shall not exceed Seven million Seven hundred thousand dollars (\$7,700,000). This compensation is based on a two-year Committed Savings on a gain share basis, at a rate of 11% per year. The County will keep 100% of any savings achieved beyond \$35,000,000 annually. The Consultant shall not be entitled to any additional fees beyond those specified in Sections A and B of the Compensation provision.
- Committed Savings will be reviewed monthly by the Leadership Team for the project. Committed Savings calculations feedback and sign-off will be provided within a reasonable timeframe hereinafter referred to as Committed Savings Milestones.
- Accenture will invoice the County on a monthly basis Five months (5) following the Committed Savings Milestone. Payment would be due on the last day of each month pursuant to the anticipated schedule below.

Savings Committed	Payment Due Month
June 2011	December 2011
July 2011	January 2012
August 2011	February 2012
September 2011	March 2012
October 2011	April 2012

- In the event, at least Twenty million dollars (\$20,000,000) in annualized savings were not identified and prioritized during the Spend Assessment and Program Planning, then the County and Accenture will need to mutually agree to move forward with implementation of Strategic Sourcing. If implementation occurs, it is likely the staffing model would be revised to align team size to scope of opportunity. Regardless of the implementation decision, Accenture will complete all Phase 1 deliverables: (1) Purchasing Plan with identified cost savings, (2) Staffing Plan, (3) Staff Training Plan and (4) Library of Specifications for targeted strategic spends.

C. Baseline for Gain Share Fees Calculations

- As part of the Program Planning work in Phase 1, Cook County and Accenture will engage in good faith discussions with respect to defining spend profiles of categories and baselines for measurement purposes. Baseline unit prices will be determined based on the latest validated purchase order price as reflected in Cook County systems or contracts under execution with vendors, unless there is a documented agreement between Cook County and the Vendor for a future price that is lower than the current order price (e.g., forward pricing). This unit price will be annualized based on trailing twelve months (i.e., March 1, 2010 – February 28, 2011).
- Market pricing adjustments may be used for categories when pricing is changing due to market forces outside of Cook County’s and Accenture’s control. This market adjustment will be subject to mutually written agreement and factored into the item pricing to provide a more accurate reflection of the incremental benefit of this initiative.

D. Gain Share Fee Calculations

- Accrued benefits with respect to categories strategically sourced or contracts assessed for quick wins will be based on total price reductions. Savings benefits will be accrued on a committed basis during the Strategic Sourcing phase. Committed Savings is defined as the total supply chain cost savings quantified after completion of strategic sourcing activities for the relevant category or contract (i.e., post-negotiation contract agreements with vendors, but not contingent upon contract execution).
- Savings are calculated based on Strategic Sourcing Benefit Levers as described below.

Figure 2: Sourcing Benefit Levers

Sourcing Benefit Lever	Definition
Purchase Price Reduction	Reduction in baseline purchase price for same specification with same supplier
Specification Changes	Savings from substituting equivalent or similar specifications with lower prices (e.g., same supplier different specification; different supplier and different specification)
Contract Compliance	Savings obtained based on resolution of pricing variance from negotiated contract price and / or resolution of compliance issue
Supplier Contract Changes	Savings from other contract terms not related to unit price such as volume and other rebates / incentives
Inventory Reductions	Reduction of inventory carrying cost
SLA / Maintenance	Savings from change in SLA and / or change in maintenance

Contract Changes	requirements
Purchasing Process Improvement	Change in purchasing process, resulting in lower cost to buy
Market Adjustment	Adjustment in price changes through the sourcing initiatives for categories where pricing is tied to market index or measured historical trend

E. True up 12 months after completion of project

As a component of Accenture’s strategic sourcing consulting services, Cook County Purchasing personnel will be trained in standardized processes and performance management techniques, and a system of performance management reporting will be instituted. These measures will help to ensure long-term realization of savings and performance improvements. In addition to these proactive steps towards savings realization, Accenture agrees that upon twelve months after the completion of the strategic sourcing project, Cook County may elect to review any material changes in the volumes of the sourced categories with Accenture. It shall be the sole responsibility of Cook County to schedule this review and the County must give Accenture 30 days advance written notice of the review. If the County does not elect within 13 months of the completion of the project to initiate the review, Accenture shall have no obligations to participate in any review. Cook County will be responsible for substantiating and presenting the material changes to Accenture. In the event there are material changes in aggregate of all categories, Accenture agrees to make all reasonable good faith efforts to assist Cook County in realizing the Committed Savings agreed to by vendors and work with the County to come to a resolution that is mutually agreeable. Cook County agrees and recognizes that Accenture is taking considerable risks on Cook County’s behalf by allowing a deferred gain share payment instead of a fixed fee schedule.

F. Value Based Pricing Proposal Termination and Termination Fees

Cook County may terminate the Value Based Pricing Proposal for its convenience upon Thirty (30) days written notice at any time. Accenture shall be entitled to terminate the Value Based Proposal for cause upon any adverse change in Cook County’s creditworthiness.

If Cook County terminates the Value Based Pricing Proposal without cause, or if Accenture terminates the Value Based Pricing Proposal with cause as described above, Accenture shall invoice Cook County for the maximum of (1) the Fixed Fee Pricing Proposal payment schedule (see below) through the effective date of termination or (2) the cumulative gain share fees earned against Committed Savings through the effective date of termination. Payment shall be due 30 days after invoice date.

Fixed Fee Pricing Proposal Payment Schedule

Payment Month	Amount Paid
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April	\$ 163,610
May	\$ 402,489
June	\$ 425,732
July	\$ 441,605
August	\$ 394,662
September	\$ 453,861
October	\$ 415,941
November	\$ 297,100
Total	\$2,995,000

EXHIBIT 3

Insurance Certificate



CERTIFICATE OF INSURANCE

Certificate Number: 2010-ACC0357P-Cook County Purchasing Agent

Valid as of: March 24, 2011

PRODUCER Aon Global - Professions Practice Minet Inc. 700 de La Gauchetière Street West, Suite 1800 Montreal, Quebec H3B 0A5 PHONE: (514) 288-2273 FAX: (514) 982-5175

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

INSURED Accenture LLP FAO: Delany Haj 161 N. Clark St, Chicago IL 60601 (and others as more fully described in the policy.)

Table with 2 columns: INSURER (A, B, C, D) and Name (National Union Fire Insurance Company of Pittsburgh, Pa.)

COVERAGES This certificate supersedes and replaces any previously issued certificate.

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

Main table with columns: INSR LTR, TYPE OF INSURANCE, POLICY NUMBER, POLICY EFFECTIVE DATE, POLICY EXPIRATION DATE, LIMITS. Includes sections for General Liability, Automobile Liability, Garage Liability, Excess Liability, Workers Compensation, and Professional Indemnity.

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

Sample certificate

Table with 2 columns: CERTIFICATE HOLDER (Cook County Purchasing Agent) and CANCELLATION (SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF... AUTHORIZED REPRESENTATIVE: R. M. L. 1)

EXHIBIT 4

County Board Authorization

POST BOARD AGENDA

APPROVED BY THE BOARD OF COOK COUNTY COMMISSIONERS APR 06 2011
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BUREAU OF FINANCE
OFFICE OF THE PURCHASING AGENT

CONTRACTS AND BONDS

Transmitting a Communication from

MARIA DE LOURDES COSS, Purchasing Agent

transmitting contracts and bonds executed by the contractors for approval and execution.

Accenture, LLP

Agreement

Contract No. 11-50-006, for Strategic Sourcing Consulting Services, for the Office of the Purchasing Agent, for the contract sum of \$250,000.00 (plus a cost savings-sharing pricing structure) for a period of 13 months, as authorized by the Board of Commissioners on March 15, 2011.

Holy Cross

Agreement

Immaculate Heart of Mary Church

Contract No. 10-41-110, For Project Reclaim Services, for the Cook County State's Attorney Office, for the contract sum of \$35,000.00, for a period of twelve (12) months, as authorized by the Board of Commissioners 7/27/10.

Phoenix Business Solutions, LLC

Contract

Contract No. 10-83-164 Rebid, For Telecommunication Equipment and Supplies, for the Cook County Bureau of Technology, Department of Telecommunication Operations, for the contract sum of \$263,669.39. Date Advertised 11/30/10. Date of Bid Opening 12/21/10. Date of Board Award 3/15/11.

EXHIBIT 5

Accenture's Response to Strategic Sourcing Consulting Services Request for Proposal RFP No. 11-50-006P dated February 28, 2011.