

PROFESSIONAL SERVICES AGREEMENT

for

**COMPUTER HARDWARE, SOFTWARE, PERIPHERALS, SUPPLIES AND
RELATED EQUIPMENT**

CONTRACT NO.: 12-30-391

BETWEEN



**COOK COUNTY GOVERNMENT APPROVED BY BOARD OF
Bureau of Technology COOK COUNTY COMMISSIONERS**

OCT 02 2012

AND

COM _____

**SYSTEM SOLUTIONS, INC.
(Based on City of Chicago Contract No. 13797)**

PROFESSIONAL SERVICES AGREEMENT

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AGREEMENT

This Agreement is made and entered into by and between the County of Cook, a public body corporate of the State of Illinois, hereinafter referred to as "County" and System Solutions, Inc., doing business as a corporation of the State of Illinois hereinafter referred to as "Contractor," pursuant to authorization by the Cook County Board of Commissioners on the 20th day of October, 2012, (the "Effective Date") as evidenced by the Board Authorization letter attached hereto as EXHIBIT "7".

BACKGROUND

Whereas, the County, pursuant to Section 34-140 (the Reference Contract Ordinance") of the Cook County Procurement Code, states: "If a governmental agency has awarded a contract through a competitive method for the same or similar supplies, equipment, goods or services as that sought by the County, the Procurement may be made from that vendor at a price or rate at least as favorable as that obtained by that government agency without utilizing a competitive procurement method set forth in this Procurement Code;" and

Whereas, the City of Chicago solicited a formal Request for Qualifications process for Computer Hardware, Software, Peripherals, Supplies and Related Equipment and as the Contractor was identified as the qualified and lowest total price provider for the goods and services; and

Whereas, the City of Chicago entered into a contract on January 1, 2007 for the provision of goods and services by the Contractor for the City relative to Computer Hardware, Software, Peripherals, Supplies and Related Equipment , City Contract #13797 ("the City Contract"); and

Whereas, the County through the City-County collaboration initiative, wishes to leverage the procurement efforts of the City; and

Whereas, this contract is made and entered into by and between the County of Cook, a public body corporate of the State of Illinois, herein after the "County" and System Solutions, Inc., herein after the "Contractor."

Whereas, the County, through the Bureau of Technology, desires certain similar goods and services of the Contractor; and

Whereas, the Contractor agrees to provide to the County Computer Hardware, Software, Peripherals, Supplies and Related Equipment, incorporated as Exhibit 1, County Statement of Work; and

Whereas, the Contractor warrants that it is ready, willing and able to perform these supplies set forth in Exhibit 1, County Statement of Work and Exhibit 2, County Price Proposal, all on

pricing and payment terms equivalent to or more favorable to the County than those contained in the City Contract as set forth in Exhibit 2 County Price Proposal and incorporated herein by reference; and

Whereas, this Contract shall be effective after proper execution of the contract documents by the County through December 31, 2012, and the County may choose to exercise renewal options as stated in the City Contract; and

Whereas, Payment shall be as follows:

In no case shall such charges exceed the amount of \$7,231,521.00. Invoices in triplicate on County Invoice Form 29A shall be submitted by the Contractor to the Using Department when requesting payment. The County shall have the right to examine the books of the Contractor for the purpose of auditing the same with reference to all charges made to the County.

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; and

Whereas, the County and the Contractor agree to the Terms and Conditions as stated in the City of Chicago Contract, hereto incorporated by reference as Exhibit 3 City of Chicago Contract, all as may be applicable to the County; and

Whereas, the County General Conditions are incorporated and attached by reference as Exhibit 4, and this Contract incorporates and is subject to the provisions attached hereto as Exhibit 4 General Conditions, and is incorporated herein by this reference; Notwithstanding such incorporation, none of the terms set forth in Exhibit 3 which conflict with the express terms of this Contract or its General Conditions shall be deemed or construed to supersede the terms of this Contract or its General Conditions; and

Whereas, when the United States Federal Government funding may be involved in the purchases or services rendered to the County through this agreement from the Contractor, the Special Conditions for Federal and Grant Funded Projects are invoked as referenced in Exhibit 5; and

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, the sufficiency of which is acknowledged by each of the Parties, the Contractor and the County agree and the information set forth is incorporated by reference herein.

INCORPORATION OF BACKGROUND INFORMATION

The Background Information set forth above is incorporated and made a part of this Agreement by reference.

Incorporation of Exhibits

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

- Exhibit 1 County Statement of Work
- Exhibit 2 County Price Proposal
- Exhibit 3 City of Chicago Contract (Contract No.13797)
- Exhibit 4 General Conditions
- Exhibit 5 Special Conditions for Federal and Grant Funded Projects
- Exhibit 6 Evidence of Insurance
- Exhibit 7 Cook County Board Authorization

EXHIBIT 1

County Statement of Work

County Statement of Work:

County WAN Refresh

Of the total contract award, \$5,954,477.82 is allocated for the Bureau of Technology WAN Refresh which includes upgrading the legacy network infrastructure with new routers, switches, and security appliances.

1. Background & Proposed Objectives

Cook County Bureau of Technology (Cook County hereafter) seeks to upgrade its legacy network infrastructure with new routers, switches and security appliances that will provide a faster, more reliable and more secure network environment for the Cook County user base.

SSI will meet the following services objectives:

Phase 1:

- Plan, design, provide knowledge transfer and support procedures for migrating Cook County's core network infrastructure.
- Turn-key implementation for all Core and Ironport Security networking devices.
- Provide Project Management for the entire lifecycle of the project

Phase 2:

- Staging, Pre-configuration, Testing for all access-layer Cisco devices
- Storage and Delivery services for all devices to support gradual deployment by Cook County
- Logistics and Inventory Management support for ongoing deployments.
- Configuration Template Management for access devices.

2. Project Scope and Approach

2.1. Project Management

- Conduct a kick-off meeting to introduce the team and confirm the objectives, timeline and approach
- Discuss the communication plan to ensure succinct and orderly communication between the involved parties
- Perform overall project management and resource planning to meet agreed upon timeframes and expectations using a detailed project plan
- Agree upon change control processes to minimize impact of the changes
- Deliver weekly status reports (if required)
- Conduct project wrap-up meeting to review results, lessons learned and future opportunities for recommendation

2.2. Review and Plan

- Identify and document key user communities, applications, systems and security
- Gather existing network diagrams and other documentation describing the current technical environment.
- Document network management requirements.
- Review current network architecture and design.
- Confirm site facilities and other logistics (e.g., cable plant, closet connectivity, rack space and power availability).
- Confirm devices impacted by network conversions (e.g., desktops, printers, servers)
- Review device configuration standards (e.g., snmp, security, naming, IOS)
- Validate the proposed high-level network design

2.3. Design

- Validate network design including but not limited to:
 - Physical connectivity
 - Spanning-Tree
 - IP addressing
 - VLAN schema
 - Quality of Service
 - Multicast
 - Routing protocol
 - HSRP/GLBP
 - Network management requirements
 - Security requirements
 - Other considerations (e.g., wireless, IPT, video, content delivery, SSL acceleration, network storage etc.)
- Develop physical and facilities requirements
- Develop detailed implementation, migration and test plans
- Review IOS code version for implementation and conduct bug scrub

2.4. Implementation

2.4.1. Phase-1 Network Devices

SSI will provide turn-key implementation services to upgrade the Core network infrastructure and Ironport security devices. Services will include a gradual upgrade schedule and migration from Sonet OC-3(155Mbps) to OPTEMAN (1000Mbps). Hawthorne Backup Datacenter will also be supported until the new datacenter at the Oak Forest location is ready.

Phase-1 devices include the following:

Location	Quantity	Device	Description
Node 1 - Maywood	2	Cisco 7606 router	OPTEMAN Core connectivity
Node 2 – County Jail	2	Cisco 7606 router	OPTEMAN Core connectivity
Node 3 – Downtown Campus	4	Cisco 7606 router	2x2 OPTEMAN Hub with 5x1Gbps connections
	2	Cisco ACS4710	Load Balancer
	2	ASA5585	ASA Firewall pair
	2	Cisco Nexus 7000	Cisco Switch for server farm
	4	Cisco Nexus 5000	Cisco Switch for server farm
	16	Cisco Nexus 2000	Cisco Top-of-rack switches
Node 4 - Markham	2	Cisco WAN Module	OPTEMAN Core connectivity – Catalyst 6500
Node 5 - Bridgeview	2	Cisco WAN Module	OPTEMAN Core connectivity – Catalyst 6500
Node 6 – Skokie	2	Cisco WAN Module	OPTEMAN Core connectivity – Catalyst 6500
Node 7 – Rolling Meadows	2	Cisco WAN Module	OPTEMAN Core connectivity – Catalyst 6500
Node 8 – BHS Stroger	2	Cisco 7606 router	OPTEMAN Core connectivity
	2	Cisco 3945 router	OPTEMAN (Oak Forest and Provident)
Node 9 – Domestic Violence	2	Cisco WAN Module	OPTEMAN Core connectivity – Catalyst 6500
Node 10 - Hawthorne	2	Cisco 7606 router	OPTEMAN Core connectivity
		Cisco ACS4710	Load Balancer
		ASA5585	ASA Firewall pair
Node 11 – Oak Forest	2	Cisco 7606 router	OPTEMAN Core connectivity

2.4.2. Phase-2 Network Devices

SSI will provide storage; inventory and delivery services for all access-layer devices to allow a phased deployment Cook County IT staff. SSI will also work with Cook County to create and manage template configurations that will be loaded to devices before they are delivered to Cook County for deployment.

Phase-2 devices include the following locations. The actual access-layer device counts and types will be determined during the design phase:

Location	Device
Node 1 - Maywood	Cisco 3750X series switches Cisco 2900 series routers Cisco 3900 series routers
Node 2 – County Jail	Cisco 3750X series switches Cisco 2900 series routers Cisco 3900 series routers
Node 3 – Downtown Campus	Cisco 3750X series switches Cisco 2900 series routers Cisco 3900 series routers
Node 4 - Markham	Cisco 3750X series switches Cisco 2900 series routers Cisco 3900 series routers
Node 5 - Bridgeview	Cisco 3750X series switches Cisco 2900 series routers Cisco 3900 series routers
Node 6 – Skokie	Cisco 3750X series switches Cisco 2900 series routers Cisco 3900 series routers
Node 7 – Rolling Meadows	Cisco 3750X series switches Cisco 2900 series routers Cisco 3900 series routers
Node 8 – BHS Stroger	Cisco 3750X series switches Cisco 2900 series routers Cisco 3900 series routers
Node 9 – Domestic Violence	Cisco 3750X series switches Cisco 2900 series routers Cisco 3900 series routers
Node 10 - Hawthorne	Cisco 3750X series switches Cisco 2900 series routers Cisco 3900 series routers
Node 11 – Oak Forest	Cisco 3750X series switches Cisco 2900 series routers Cisco 3900 series routers

2.4.3. Implementation Services

- Develop detailed software configurations for core devices
- Stage, configure and burn-in equipment listed above.
- Install new infrastructure, in parallel with existing infrastructure.
- Execute implementation/cutover plan.
- Execute implementation test plan and document results.
- Assist with user and systems migrations.
- Assist with user and systems testing.
- Assist with application testing.
- Finalize operational turnover documentation.

2.4.4. Integration Lab Services

- Dedicated staging area for staging and pre-configuration
 - 20 Foot dedicated desk space
 - 2 Single phase single phase 208 Volt 30 Amp
 - 4 110 Volt 15 Amp circuits
 - Internet network connectivity
 - Layer3 switching and multi-VLAN support
- Inventory and labeling of all stored equipment
- Staging and OS/Firmware upgrade
- Verification of hardware components
- Delivery services to any locations in Cook County

2.4.5. Web Security Implementation

SSI and Cisco will deploy Ironport S670 web security appliances at two locations (Hawthorne Warehouse and 69 W. Washington) Each site will be capable of handling up to 30,000 users. Load balancing between the appliances will be provided by Cisco ACE 4710 appliances.

2.5. Operate

- Assist with monitoring and tuning of core network and security components.
- Identify future network considerations.
- Provide knowledge transfer.

3. Deliverables

- CCIE Network Architect
- Cisco onsite support for Ironport deployment
- Project Manager
- Low Voltage union member supervisor
- Project Status Reports
- Project Close documentation

4. Assumptions and Requirements

1. Project estimates assume that Cook County will provide the SSI team with the information needed to complete the review and planning phase at the start of the project (e.g., current network and inventory documentation).
2. Project estimates assume the network is stable and no immediate triage/remediation efforts are required prior to the integration of the new network infrastructure.
3. Cook County will assist with the primary coordination and scheduling of internal department/vendor meetings with Cook County support and management personnel.
4. Cook County will provide site contacts for each Cook County location. Each such contact will provide SSI with sufficient detail regarding his/her site, and will coordinate or perform required onsite work, as reasonably requested by SSI and Cook County IT, for the duration of the project.
5. Work estimates assume that Cook County's personnel can answer questions related to network facilities including rack space, power, cable plant and air conditioning.
6. Cook County will provide network management information, where applicable (Syslog, NTP, SNMP, DNS, DHCP Scopes, etc.).
7. Cook County will coordinate and facilitate communications with supporting carriers and Internet service providers (ISPs).
8. Cook County will provide their Cisco Customer ID and regional SE contact(s) to support advanced troubleshooting as deemed appropriate with the network infrastructure components.
9. Cabling plant (UTP and Fiber) management, administration and troubleshooting will be conducted by Cook County.
10. Cook County will provide primary support and administration of the network security infrastructure (firewalls, IDS, SPAN Ports, etc.).
11. Cook County will provide copies of technical manuals, as needed.
12. Cook County will be responsible for any server, workstation, application and printer IP address changes.
13. Cook County will be responsible for testing all required applications across the new network infrastructure. SSI will modify the network infrastructure based on the results of the application tests.
14. Cook County will be responsible for the migration of users and servers from the existing network to the new network. SSI will support the migration to ensure proper network functionality.
15. Cook County will facilitate and coordinate user acceptance activities (UAT) during the production validation of the migration phase.

16. Cook County is responsible for providing adequate power, ventilation, cabling and rack space for the new equipment within the required project timelines. This equipment will run in parallel with the existing network infrastructure.
17. Cook County and SSI will develop an agreed upon deployment timeline. Any interruptions to this timeline may result in a change order to the SSI Implementation Services quote.
18. Cook County will provide a single point of contact for all approvals, communications, change control, change orders and other activities with Cook County user/IT communities.
19. Cook County will ensure that the SSI project staff is given access to all necessary facilities and workspace, and is provided all furniture, supplies and equipment (telephones, faxes, LAN connectivity, printer access, dial-out modem lines, passwords, keys, etc.) required to successfully perform, troubleshoot, and complete the Services for the duration of the Services. In addition, Cook County will ensure that the work environment is free of hazardous materials and free from asbestos, and that all SSI personnel are provided with all necessary safety equipment and training while on Cook County's or its customer's site.
20. Cook County is responsible for: (a) Back-up and/or data migration of existing data unless otherwise agreed to by SSI; (b) Computer system and network designs; and (c) Component selection as it relates to the performance of the computer system and/or the network.
21. Any onsite skills transfer that takes place during this project will not replace the manufacturer's formal system implementation and administration classes.
22. No formal user training is included in this scope of work. User training is available for an additional cost.
23. Cook County will communicate any issues or concerns with respect to the Services or Deliverables in a timely manner.

5. Scheduling and Timeframes

The scheduling of services is arranged by the SSI Services Department. In order to maintain the highest level of quality service, we forecast engineers with a 5-15 business day lead-time schedule. We, of course, defer to your thoughts as to the best time in order to minimize impact on Cook County operations.

In the event that you need to alter the time frame during this project, please contact the Services department at 847-272-6160. Every possible effort will be made to accommodate your Cook County nge in schedule. Normal work hours are defined as weekdays and non-holidays from 9:00 A.M. to 5:00 P. M. *Work scheduled outside of normal work hours will be billed at 1.5 times the standard hourly rate defined below.

6. Pricing

6.1. Consulting and Integration Lab Fees

Services will be provided for the fixed fee listed below.

Consulting and Integration Lab	Qty.	Cost
Lead Network Architect (CCIE) Network Engineer - Low Voltage Union Member Lab Engineer Project Manager	Approximately 3311 hours	\$380,212.50
Storage and Inventory Staging and Burn-in Lab Usage Fees Delivery	Approximately 1100 Devices	

Payment Schedule:

- 30% Start of the project
- 30% Completion of inventory and warehousing of all Cisco equipment at SSI staging location.
- 30% Completion of phase-1 – Ironport, Core routers and OPTEMAN deployment
- 10% Project Completion – All equipment delivered from warehouse

SSI will warehouse approximately 1100 devices for up to 2 years and will ship equipment based on Cook County's schedule.

County Statement of Work:

County Broadband Project

Of the total contract award, \$1,277,042.90 is allocated for the Bureau of Technology Broadband Project



assurance that future services will be able to be provisioned. The standard initial testing provided will include a one (1) hour Bit Error Rate Test (BERT) on the working path of the network and a fifteen (15) minute BERT test on the protection path.

System Solutions and its partner General Datatech share a world class engineering team with over 100 years of combined experience in the field of SONET, SDH, DWDM and advanced optics. Approximately 50% of General Datatech's organization comes from a service provider background in the areas of transport engineering, planning and operations, while the majority of the rest of the team comes directly from the Transport Vendor Community with over 30 years of Cisco Transport experience.

Detailed Scope of Work

Services to be delivered:

Pre Project Planning:

Meet with customer to finalize project definition and gather the following:

- Project Plan including detailed Scope of Work approved by Cook County.
- Create final Task List
- Node Locations and site contact information.
- Define project time line.
- Determine escalation process on Cook County's behalf.
- Provide escalation process.
- Finalize Customer Circuit Connectivity Requirements
- Customer to provide IP Address, TID, and rack locations within the Cook County site.
- Define testing expectations for the project.
 - Assumed 1 Hour Test on Working Path and 15 Minute on Protection Path – Circuits will be tested via a far end hard loopback.

Pre-Installation Staging and Burn-In:

As a standard process System Solutions will provide system staging prior to installation to include:

- System Installation at SSI staging center
- Burn-In time for new equipment to eliminate DOA's
- Handle RMA's directly with Cisco
- Complete Network mock up of each project.
- Operating System Revision to approved software load (R 9.x)
- Download configuration for network from Cisco Transport Planner
- Develop detailed MOP's for individual site work.
- Repackaging and shipment direct to Cook County site.

On Site Installation:

System Solutions installation agreement provides for the following:

- Inventory, Unpack and Inspect Chassis and Modules at each Cook County site.
- Install Cisco ONS 15454 MSTP/MSPP chassis in customer provide and identified rack or cabinet.
- Dispose of all shipping related materials.

- Connect AC Power from customer provided UPS to the ONS 15454 MSTP. (Optional DC Power if needed)
- Slot cards if necessary utilizing proper grounding precautions.
- Install vertical fiber duct for intra-bay fiber management.
- Install Intra-node fiber jumpers per the CTP fiber routing plan provided. **“Note – Fibers will be cleaned prior to installing using industry standard cleaning methods.”**
- Connect customer provided fiber jumpers for both East and West outside plant fiber. **“Note – Fibers will be cleaned prior to installing using industry standard cleaning methods.”**
- Power up Cisco ONS 15454 MSTP/MSPS chassis and verify power on all modules installed in chassis.
- Connect to chassis and provision chassis with customer provided IP Address, any Network Operations Center (NOC) DCN parameters and OSC parameters to enable node-to-node communications.

System Turn-Up:

System Solutions agreement provides for the following:

- Verify OSC/DCC configuration between sites is correct.
- Verify node-to-node connectivity as well as entire ring visibility.
- Re-verify CTP files downloaded during staging process are within specification given actual outside plant fiber deployment provided it is the DWDM network.
- Re-load ANS parameters if necessary provided it is the DWDM network.
- Verify individual span losses are within tolerance of initial CTP design. If not within specification resolve via one of the following methods:
 1. Determine if there is rectifiable loss in the outside plant fiber or within the fiber patch panels.
 2. Redesign CTP and reload ANS parameters to mitigate issue for the DWDM network.
 3. If tolerances are extremely out of spec, perform redesign and consult with customer to gain any approvals necessary to secure additional equipment (i.e. Amplifiers, DCU's, etc...) required to complete system turn-up.
- Provision customer provided circuits within the network.

System Test:

System Solutions agreement provides for the following:

- Conduct a stand-alone test for pass through and add/drop ports on each new node.
- Wavelengths will be tested from port to a hard loop on the far end port for 60 minutes at 10Gbit/s on the working path utilizing a BERT.
- Protected path will be tested for 15 minutes at the same data rate using a BERT as well.
- Verify error free performance via the Performance Monitoring data provided by the Cisco ONS MSTP system.
- Test one express wavelength on the DWDM across the node and add/drop on each optical side with Cook County provided transponder via a BERT.
- Record power levels and performance monitoring levels to document overall performance and verification of clean turn up.
- Clean worksite and walk through site with authorized representative of Cook County for Acceptance sign off.

Post Project Engineering:

System Solutions Turn-Key project agreement provides for the following post project engineering:



- Provide customer with detailed Test and Acceptance Results.
- Provide a detailed inventory of all turned up locations including software levels, modules installed in chassis and circuit list.
- Provide customer with all associated MOP's for entire procedure.
- Provide customer with detailed As-Built Drawings for each installation location.

Cook County Responsibilities and Assumptions:

- Cook County to provide information to System Solutions and its partner General Datatech as needed.
- Upon beginning installation, Cook County shall provide blanket access to sites for the week(s) in which installation is scheduled.
- Cook County shall be able to provide accurate and consistent assignments for chassis placement in each location.
- Cook County responsible for delays incurred due to inaccuracies.
- Cook County to provide all data and fiber patch panels.
- Cook County to provide line fiber termination points and line side fiber from outside plant FDP.
- Scope excludes Cook County side fiber termination.
- Cook County responsible for all infrastructures including: fiber trough, patch panels, ironwork, etc.
- Cook County to provide qualified resource to participate in testing to independently validate configuration and connectivity.
- Cook County will work with SSI to provide all configuration information 2 weeks prior to installation start. - Cook County shall be responsible for configuration changes inside of the 2 week period.
- Cook County to provide port assignments 10 days prior to System Solutions / General Datatech's arrival on-site (for inclusion in MOPs).
- Cook County responsible for working with SSI in providing a configuration template for System Solutions / General Datatech engineers to provision by.
- Turn-Up days should be successive and contiguous until completed.
- Cook County should plan on allowing at least 5 days per week of working time.
- Hours will be used in consecutive days.
- Delays or reschedules within 3 days of a scheduled installation may result in up to a 10 days window required to reschedule the System Solutions / General Datatech's engineering team.
- Pricing is based on completing geographically grouped sites in a contiguous fashion



3. Scheduling and Timeframes

The scheduling of services is arranged by the SSI Services Department. In order to maintain the highest level of quality service, we forecast engineers with a 15 business day lead-time schedule. We, of course, defer to your thoughts as to the best time in order to minimize impact on Cook County operations.

In the event that you need to alter the time frame during this project, please contact the Services department at 847-272-6160. Every possible effort will be made to accommodate Cook County in meeting the required schedule.

4. Pricing

4.1. DWDM Optical Network Full Turn-Key and Integration Lab Fees

Services will be provided for the fixed fee listed below.

Installation Locations on the High Speed Optical Network	
Cook County Down Town Campus	\$103,000.00
Stroger Hospital	\$26,000.00
26th and California	\$26,000.00
Hawthorne	\$26,000.00
County AMP	\$8,000.00
Oak Forrest	\$31,000.00
Markham	\$31,000.00
Provident	\$34,900.00
Total	\$285,900.00

Payment Schedule:

- 10% Start of the project
- 30% Completion of inventory and warehousing of all Cisco equipment at SSI staging location.
- 30% Completion of phase-1 – On-site installation and Turn Up
- 30% Project Completion – Test and Acceptance

CONTRACT NO. 12-30-TBD

EXHIBIT 2

County Price Proposal

County Price Proposal:

County WAN Refresh

Of the total contract award, \$5,954,477.82 is allocated for the Bureau of Technology WAN Refresh.

COUNTY WAN REFRESH

	Site	Hardware	SmartNet	Installation - A	Project Total
1	Maywood	\$587,446.22	\$14,550.90		
2	County Jail	\$116,940.65	\$2,268.00		
3	HQ Campus	\$2,165,226.30	\$85,411.90		
4	Markham	\$521,802.85	\$5,474.00		
5	Bridgeview	\$573,252.35	\$7,350.00		
6	Skokie	\$504,151.35	\$4,830.00		
7	Rolling Meadows	\$447,399.95	\$3,976.00		
8	Stroger	\$188,249.70	\$17,945.90		
9	Domestic Violence	\$451,420.45	\$2,954.00		
10	Hawthorne	\$97,463.80	\$12,367.60		
11	Oak Forest	\$20,420.70	\$1,540.00		
	SmartNET for Existing Network		\$122,035.20		
		\$5,673,774.32	\$280,703.50	380,212.50	\$5,954,477.82

A - Details in SSI SOW

Quote No:
 Project Name: Cook County Network Upgrade 8-5-12
 Created On: 21 Aug 2012
 Expiration Date: 5 Sep 2012
 Created with Library: 14.5.842
 Library Creation Date: 05 Aug 2012
 Main Currency: USD
 Price List Used: Cisco - Global Price List US Availability(Online)

Name	Catalog Num	Vendor	Description	Unit Price	Discount %	Final Price	Qty	Total Price	SmartNET	
AIR-CAP3502I-AK910	AIR-CAP3502I-AK910	Cisco	802.11a/g/n Ctrlr-based 10APs w/CleanAir; Int; A Reg Domain	12,950.00	0.00	12,950.00	3	38,850.00		
AIR-AP-BRACKET-1	AIR-AP-BRACKET-1	Cisco	802.11n AP Low Profile Mounting Bracket (Default)	Included	0.00	Included	30	Included		
AIR-AP-T-RAIL-R	AIR-AP-T-RAIL-R	Cisco	Ceiling Grid Clip for Aironet APs - Recessed Mount (Default)	Included	0.00	Included	30	Included		
AIR-CAP3502I-ABULK	AIR-CAP3502I-ABULK	Cisco	BOM LEVEL BULK PACK PID FOR -A	Included	0.00	Included	30	Included		
S3G1RK9W8-12423JA	S3G1RK9W8-12423JA	Cisco	Cisco 3500 Series IOS Wireless LAN Controller-based Recovery	Included	0.00	Included	3	Included		
							AIR-CAP3502I-AK910	3	38,850.00	
C3925-VSEC/K9	C3925-VSEC/K9	Cisco	Cisco 3925 UC Sec. Bundle, PVD3-64, UC and SEC License P	11,995.00	0.00	11,995.00	1	11,995.00		
3900-FANASSY	3900-FANASSY	Cisco	Cisco 3925/3945 Fan Assembly (Bezel included)	Included	0.00	Included	1	Included		
C3900-SPE100/K9	C3900-SPE100/K9	Cisco	Cisco Services Performance Engine 100 for Cisco 3925 ISR	Included	0.00	Included	1	Included		
ISR-CCP-EXP	ISR-CCP-EXP	Cisco	Cisco Config Pro Express on Router Flash	Included	0.00	Included	1	Included		
MEM-3900-1GB-DEF	MEM-3900-1GB-DEF	Cisco	1GB DRAM (512MB+512MB) for Cisco 3925/3945 ISR (Default)	Included	0.00	Included	1	Included		
PVDM3-64	PVDM3-64	Cisco	64-channel high-density voice and video DSP module	Included	0.00	Included	1	Included		
PWR-3900-AC	PWR-3900-AC	Cisco	Cisco 3925/3945 AC Power Supply	Included	0.00	Included	1	Included		
SL-39-IPB-K9	SL-39-IPB-K9	Cisco	IP Base License for Cisco 3925/3945	Included	0.00	Included	1	Included		
SL-39-SEC-K9	SL-39-SEC-K9	Cisco	Security License for Cisco 3900 Series	Included	0.00	Included	1	Included		
SL-39-UC-K9	SL-39-UC-K9	Cisco	Unified Communication License for Cisco 3900 Series	Included	0.00	Included	1	Included		
CAB-AC	CAB-AC	Cisco	AC Power Cord (North America), C13, NEMA 5-15P, 2.1m	0.00	0.00	0.00	2	0.00		
CON-SNT-3925VSEC	CON-SNT-3925VSEC	Cisco	SMARTNET 8X5XNBD Cisco 3925 Voice Sec. Bundle, UC and SEC	1,100.00	0.00	1,100.00	1		1100	
GLC-SX-MM	GLC-SX-MM	Cisco	GE SFP, LC connector SX transceiver	500.00	0.00	500.00	2	1,000.00		
MEM-CF-256U1GB	MEM-CF-256U1GB	Cisco	256MB to 1GB Compact Flash Upgrade for Cisco 1900,2900,3900	400.00	0.00	400.00	1	400.00		
NM-1T3/E3	NM-1T3/E3	Cisco	One port T3/E3 network module	8,500.00	0.00	8,500.00	1	8,500.00		
PWR-3900-AC/2	PWR-3900-AC/2	Cisco	Cisco 3925/3945 AC Power Supply (Secondary PS)	500.00	0.00	500.00	1	500.00		
S39UK9-15001M	S39UK9-15001M	Cisco	Cisco 3925-3945 IOS UNIVERSAL	0.00	0.00	0.00	1	0.00		
SM-NM-ADPTR	SM-NM-ADPTR	Cisco	Network Module Adapter for SM Slot on Cisco 2900, 3900 ISR	250.00	0.00	250.00	1	250.00		
							C3925-VSEC/K9	1	22,645.00	
CISCO2901/K9	CISCO2901/K9	Cisco	Cisco 2901 w/2 GE,4 EHWIC,2 DSP,256MB CF,512MB DRAM,IP Base	1,995.00	0.00	1,995.00	15	29,925.00		
ISR-CCP-EXP	ISR-CCP-EXP	Cisco	Cisco Config Pro Express on Router Flash	Included	0.00	Included	15	Included		
MEM-2900-512MB-DEF	MEM-2900-512MB-DEF	Cisco	512MB DRAM for Cisco 2901-2921 ISR (Default)	Included	0.00	Included	15	Included		
MEM-CF-256MB	MEM-CF-256MB	Cisco	256MB Compact Flash for Cisco 1900, 2900, 3900 ISR	Included	0.00	Included	15	Included		
PWR-2901-AC	PWR-2901-AC	Cisco	Cisco 2901 AC Power Supply	Included	0.00	Included	15	Included		
SL-29-IPB-K9	SL-29-IPB-K9	Cisco	IP Base License for Cisco 2901-2951	Included	0.00	Included	15	Included		
CAB-AC	CAB-AC	Cisco	AC Power Cord (North America), C13, NEMA 5-15P, 2.1m	0.00	0.00	0.00	15	0.00		
CON-SNT-2901	CON-SNT-2901	Cisco	SMARTNET 8X5XNBD Cisco 2901	305.00	0.00	305.00	15		4575	
HWIC-1DSU-T1	HWIC-1DSU-T1	Cisco	1-Port T1/Fractional T1 DSU/CSU WAN Interface Card	1,000.00	0.00	1,000.00	15	15,000.00		
S29UK9-15001M	S29UK9-15001M	Cisco	Cisco 2901-2921 IOS UNIVERSAL	0.00	0.00	0.00	15	0.00		
							CISCO2901/K9	15	44,925.00	
CISCO7606-S	CISCO7606-S	Cisco	Cisco 7606-S Chassis	0.00	0.00	0.00	2	0.00		
7600-SIP-400	7600-SIP-400	Cisco	Cisco 7600 Series SPA Interface Processor-400	35,000.00	0.00	35,000.00	2	70,000.00		
CON-SNT-7600SIP4	CON-SNT-7600SIP4	Cisco	SMARTNET 8X5XNBD 7600 Series SPA Interface Processor 400	2,940.00	0.00	2,940.00	2		5880	
SPA-2XOC3-POS	SPA-2XOC3-POS	Cisco	2-port OC3/STM1 POS Shared Port Adapters	11,500.00	0.00	11,500.00	2	23,000.00		
7600-SPA	7600-SPA	Cisco	SPA for Cisco 7600; No Physical Part; For Tracking Only	Included	0.00	Included	2	Included		
CON-SNT-2XOC3	CON-SNT-2XOC3	Cisco	SMARTNET 8X5XNBD 2-port OC3/STM1 POS Shared	460.00	0.00	460.00	2		920	
SFP-OC3-IR1	SFP-OC3-IR1	Cisco	OC3/STM1 SFP, Single-mode fiber, Intermediate Reach	800.00	0.00	800.00	2	1,600.00		
7606S-RSP7C-10G-P	7606S-RSP7C-10G-P	Cisco	Cisco 7606S Chassis,6-slot,RSP720-3C-10GE,PS	47,750.00	0.00	47,750.00	2	95,500.00		
PWR-2700-AC	PWR-2700-AC	Cisco	2700W AC power supply for CISCO7606	Included	0.00	Included	2	Included		
RSP720-3C-10GE	RSP720-3C-10GE	Cisco	Cisco 7600 Route Switch Processor 720Gbps fabric, PFC3C, 10G	Included	0.00	Included	2	Included		
2700W-AC/6	2700W-AC/6	Cisco	Dummy ID 2700 W AC Power Supply for 7606/7606-S	0.00	0.00	0.00	2	0.00		
CON-SNT-6S7C10GP	CON-SNT-6S7C10GP	Cisco	SMARTNET 8X5XNBD Cisco 7606S Chassis	4,011.00	0.00	4,011.00	2		8022	
MEM-RSP720-CF512M	MEM-RSP720-CF512M	Cisco	C7600 RSP720 Compact Flash memory	995.00	0.00	995.00	2	1,990.00		
X2-10GB-SR	X2-10GB-SR	Cisco	10GBASE-SR X2 Module	1,995.00	0.00	1,995.00	4	7,980.00		
CAB-7513AC	CAB-7513AC	Cisco	AC POWER CORD NORTH AMERICA (110V)	0.00	0.00	0.00	4	0.00		
CON-SNT-C7606S	CON-SNT-C7606S	Cisco	SMARTNET 8X5XNBD Cisco 7606-S Chassis	0.00	0.00	0.00	2	0.00		
FAN-MOD-6SHS	FAN-MOD-6SHS	Cisco	High Speed Fan Module for CISCO7606-S Chassis	0.00	0.00	0.00	2	0.00		
PWR-2700-AC	PWR-2700-AC	Cisco	2700W AC power supply for CISCO7606	3,000.00	0.00	3,000.00	2	6,000.00		
S764AIK9-12233SRE	S764AIK9-12233SRE	Cisco	Cisco 7600-RSP720 IOS ADVANCED IP SERVICES SSH	10,000.00	0.00	10,000.00	2	20,000.00		
WS-X6724-SFP	WS-X6724-SFP	Cisco	Catalyst 6500 24-port GigE Mod: fabric-enabled (Req. SFPs)	15,000.00	0.00	15,000.00	2	30,000.00		
MEM-XCEF720-256M	MEM-XCEF720-256M	Cisco	Catalyst 6500 256MB DDR, xCEF720 (67xx interface, DFC3A)	Included	0.00	Included	2	Included		
WS-F6700-CFC	WS-F6700-CFC	Cisco	Catalyst 6500 Central Fwd Card for WS-X67xx modules	Included	0.00	Included	2	Included		
GLC-SX-MM=	GLC-SX-MM=	Cisco	GE SFP, LC connector SX transceiver	500.00	0.00	500.00	16	8,000.00		
GLC-T=	GLC-T=	Cisco	1000BASE-T SFP	395.00	0.00	395.00	8	3,160.00		
							CISCO7606-S	2	267,230.00	
UCSC-DBUN-C240-113	UCSC-DBUN-C240-113	Cisco	UCS C240 M3 SFF, 2xES-2609,2x8GB,RAID-11,2x650W,SD,RAILS	6,320.00	0.00	6,320.00	1	6,320.00		
N20-BBLKD	N20-BBLKD	Cisco	UCS 2.5 inch HDD blanking panel	Included	0.00	Included	20	Included		
UCS-CPU-E5-2609	UCS-CPU-E5-2609	Cisco	2.4 GHz E5-2609/80W 4C/10MB Cache/DDR3 1066MHz	Included	0.00	Included	2	Included		
UCS-MR-1X082RY-A	UCS-MR-1X082RY-A	Cisco	8GB DDR3-1600-MHz RDIMM/PC3-12800/dual rank/1.35v A	Included	0.00	Included	2	Included		
UCSC-HS-C240M3	UCSC-HS-C240M3	Cisco	Heat Sink for UCS C240 M3 Rack Server	Included	0.00	Included	2	Included		
UCSC-PCIF-01F	UCSC-PCIF-01F	Cisco	Full height PCIe filler for C-Series	Included	0.00	Included	4	Included		
UCSC-PSU-650W	UCSC-PSU-650W	Cisco	650W power supply for C-series rack servers	Included	0.00	Included	1	Included		
UCSC-PSU-BLKP	UCSC-PSU-BLKP	Cisco	Power supply blanking panel/filler	Included	0.00	Included	1	Included		
UCSC-RAIL-2U	UCSC-RAIL-2U	Cisco	2U Rail Kit for UCS C-Series servers	Included	0.00	Included	1	Included		

Name	Catalog Num	Vendor	Description	Unit Price	Discount %	Final Price	Qty	Total Price	SmartNET
UCSC-SD-16G-C240	UCSC-SD-16G-C240	Cisco	16GB SD Card Module for C240 Servers	Included	0.00	Included	1	Included	
CAB-9K12A-NA	CAB-9K12A-NA	Cisco	Power Cord, 125VAC 13A NEMA 5-15 Plug, North America	0.00	0.00	0.00	1	0.00	
CON-CBH1-C240D113	CON-CBH1-C240D113	Cisco	UCS SUPP CTS 8X5XNBD UCS C240 M3 SFF,2xE5	290.00	0.00	290.00	1		290
UCS-HDD1TI2F212	UCS-HDD1TI2F212	Cisco	1TB SAS 7.2K RPM 3.5 inch HDD/hot plug/drive sled mounted	779.00	0.00	779.00	4	3,116.00	
UCS-MR-1X082RY-A	UCS-MR-1X082RY-A	Cisco	8GB DDR3-1600-MHz RDIMM/PC3-12800/dual rank/1.35v	385.00	0.00	385.00	2	770.00	
UCS-RAID-9266-NB	UCS-RAID-9266-NB	Cisco	MegaRAID 9266-8i with no battery back up	1,798.00	0.00	1,798.00	1	1,798.00	
UCSC-DBUN-C240-113							1	12,004.00	
WS-C3750X-24P-L	WS-C3750X-24P-L	Cisco	Catalyst 3750X 24 Port PoE LAN Base	6,000.00	0.00	6,000.00	25	150,000.00	
C3KX-PWR-715WAC	C3KX-PWR-715WAC	Cisco	Catalyst 3K-X 715W AC Power Supply	Included	0.00	Included	25	Included	
S375XVK9T-12255SE	S375XVK9T-12255SE	Cisco	CAT 3750X IOS UNIVERSAL WITH WEB BASE DEV MGR	Included	0.00	Included	25	Included	
C3KX-NM-1G	C3KX-NM-1G	Cisco	Catalyst 3K-X 1G Network Module option PID	500.00	0.00	500.00	25	12,500.00	
C3KX-PWR-715WAC/2	C3KX-PWR-715WAC/2	Cisco	Catalyst 3K-X 715W AC Secondary Power Supply	1,000.00	0.00	1,000.00	25	25,000.00	
CAB-3KX-AC	CAB-3KX-AC	Cisco	AC Power Cord for Catalyst 3K-X (North America)	0.00	0.00	0.00	50	0.00	
CAB-STACK-50CM	CAB-STACK-50CM	Cisco	Cisco StackWise 50CM Stacking Cable	0.00	0.00	0.00	25	0.00	
GLC-SX-MM=	GLC-SX-MM=	Cisco	GE SFP, LC connector SX transceiver	500.00	0.00	500.00	25	12,500.00	
WS-C3750X-24P-L							25	200,000.00	
WS-C3750X-24T-L	WS-C3750X-24T-L	Cisco	Catalyst 3750X 24 Port Data LAN Base	5,200.00	0.00	5,200.00	70	364,000.00	
C3KX-PWR-350WAC	C3KX-PWR-350WAC	Cisco	Catalyst 3K-X 350W AC Power Supply	Included	0.00	Included	70	Included	
CAB-STACK-50CM	CAB-STACK-50CM	Cisco	Cisco StackWise 50CM Stacking Cable	Included	0.00	Included	70	Included	
S375XVK9T-12255SE	S375XVK9T-12255SE	Cisco	CAT 3750X IOS UNIVERSAL WITH WEB BASE DEV MGR	Included	0.00	Included	70	Included	
C3KX-NM-1G	C3KX-NM-1G	Cisco	Catalyst 3K-X 1G Network Module option PID	500.00	0.00	500.00	70	35,000.00	
CAB-3KX-AC	CAB-3KX-AC	Cisco	AC Power Cord for Catalyst 3K-X (North America)	0.00	0.00	0.00	70	0.00	
GLC-SX-MM=	GLC-SX-MM=	Cisco	GE SFP, LC connector SX transceiver	500.00	0.00	500.00	70	35,000.00	
WS-C3750X-24T-L							70	434,000.00	
WS-C3750X-48T-L	WS-C3750X-48T-L	Cisco	Catalyst 3750X 48 Port Data LAN Base	8,900.00	0.00	8,900.00	35	311,500.00	
C3KX-PWR-350WAC	C3KX-PWR-350WAC	Cisco	Catalyst 3K-X 350W AC Power Supply	Included	0.00	Included	35	Included	
CAB-STACK-50CM	CAB-STACK-50CM	Cisco	Cisco StackWise 50CM Stacking Cable	Included	0.00	Included	35	Included	
S375XVK9T-12255SE	S375XVK9T-12255SE	Cisco	CAT 3750X IOS UNIVERSAL WITH WEB BASE DEV MGR	Included	0.00	Included	35	Included	
C3KX-NM-1G	C3KX-NM-1G	Cisco	Catalyst 3K-X 1G Network Module option PID	500.00	0.00	500.00	35	17,500.00	
CAB-3KX-AC	CAB-3KX-AC	Cisco	AC Power Cord for Catalyst 3K-X (North America)	0.00	0.00	0.00	35	0.00	
GLC-SX-MM=	GLC-SX-MM=	Cisco	GE SFP, LC connector SX transceiver	500.00	0.00	500.00	35	17,500.00	
WS-C3750X-48T-L							35	346,500.00	
Node 1 - Maywood(USD)							152	1,366,154.00	20,787.00
Maywood County Price								\$587,446.22	\$14,550.90

Quote No:
 Project Name: Cook County Network Upgrade 8-5-12
 Created On: 21 Aug 2012
 Expiration Date: 5 Sep 2012
 Created with Library: 14.5.842
 Library Creation Date: 05 Aug 2012
 Main Currency: USD
 Price List Used:
 Cisco - Global Price List US Availability(Online)

Name	Catalog Num	Vendor	Description	Unit Price	Discount %	Final Price	Qty	Total Price	SmartNET
7600-SIP-400=	7600-SIP-400=	Cisco	Cisco 7600 Series SPA Interface Processor-400	35,000.00	0.00	35,000.00	2	70,000.00	
CON-SNT-7600SIP4	CON-SNT-7600SIP4	Cisco	SMARTNET 8X5XNBD 7600 Series SPA Interface Processor 400	2,940.00	0.00	2,940.00	2	5,880.00	
SPA-2XOC3-POS	SPA-2XOC3-POS	Cisco	2-port OC3/STM1 POS Shared Port Adapters	11,500.00	0.00	11,500.00	2	23,000.00	
7600-SPA	7600-SPA	Cisco	SPA for Cisco 7600; No Physical Part; For Tracking Only	Included	0.00	Included	2	Included	
CON-SNT-2XOC3	CON-SNT-2XOC3	Cisco	SMARTNET 8X5XNBD 2-port OC3/STM1 POS Shared	460.00	0.00	460.00	2		920
SFP-OC3-IR1	SFP-OC3-IR1	Cisco	OC3/STM1 SFP, Single-mode fiber, Intermediate Reach	800.00	0.00	800.00	2	1,600.00	
							2	100,480.00	
AIR-CAP3502I-AK910	AIR-CAP3502I-AK910	Cisco	802.11a/g/n Ctrlr-based 10APs w/CleanAir; Int; A Reg Domain	12,950.00	0.00	12,950.00	3	38,850.00	
AIR-AP-BRACKET-1	AIR-AP-BRACKET-1	Cisco	802.11n AP Low Profile Mounting Bracket (Default)	Included	0.00	Included	30	Included	
AIR-AP-T-RAIL-R	AIR-AP-T-RAIL-R	Cisco	Ceiling Grid Clip for Aironet APs - Recessed Mount (Default)	Included	0.00	Included	30	Included	
AIR-CAP3502I-ABULK	AIR-CAP3502I-ABULK	Cisco	BOM LEVEL BULK PACK PID FOR -A	Included	0.00	Included	30	Included	
S3G1RK9W8-12423JA	S3G1RK9W8-12423JA	Cisco	Cisco 3500 Series IOS Wireless LAN Controller-based Recovery	Included	0.00	Included	3	Included	
							3	38,850.00	
C3925-VSEC/K9	C3925-VSEC/K9	Cisco	Cisco 3925 UC Sec. Bundle, PVD3-64, UC and SEC License P	11,995.00	0.00	11,995.00	1	11,995.00	
3900-FANASSY	3900-FANASSY	Cisco	Cisco 3925/3945 Fan Assembly (Bezel included)	Included	0.00	Included	1	Included	
C3900-SPE100/K9	C3900-SPE100/K9	Cisco	Cisco Services Performance Engine 100 for Cisco 3925 ISR	Included	0.00	Included	1	Included	
ISR-CCP-EXP	ISR-CCP-EXP	Cisco	Cisco Config Pro Express on Router Flash	Included	0.00	Included	1	Included	
MEM-3900-1GB-DEF	MEM-3900-1GB-DEF	Cisco	1GB DRAM (512MB+512MB) for Cisco 3925/3945 ISR (Default)	Included	0.00	Included	1	Included	
PVDM3-64	PVDM3-64	Cisco	64-channel high-density voice and video DSP module	Included	0.00	Included	1	Included	
PWR-3900-AC	PWR-3900-AC	Cisco	Cisco 3925/3945 AC Power Supply	Included	0.00	Included	1	Included	
SL-39-IPB-K9	SL-39-IPB-K9	Cisco	IP Base License for Cisco 3925/3945	Included	0.00	Included	1	Included	
SL-39-SEC-K9	SL-39-SEC-K9	Cisco	Security License for Cisco 3900 Series	Included	0.00	Included	1	Included	
SL-39-UC-K9	SL-39-UC-K9	Cisco	Unified Communication License for Cisco 3900 Series	Included	0.00	Included	1	Included	
CAB-AC	CAB-AC	Cisco	AC Power Cord (North America), C13, NEMA 5-15P, 2.1m	0.00	0.00	0.00	2	0.00	
CON-SNT-3925VSEC	CON-SNT-3925VSEC	Cisco	SMARTNET 8X5XNBD Cisco 3925 Voice Sec. Bundle, UC and SEC	1,100.00	0.00	1,100.00	1		1100
GLC-SX-MM	GLC-SX-MM	Cisco	GE SFP, LC connector SX transceiver	500.00	0.00	500.00	2	1,000.00	
MEM-CF-256U1GB	MEM-CF-256U1GB	Cisco	256MB to 1GB Compact Flash Upgrade for Cisco 1900, 2900, 3900	400.00	0.00	400.00	1	400.00	
NM-1T3/E3	NM-1T3/E3	Cisco	One port T3/E3 network module	8,500.00	0.00	8,500.00	1	8,500.00	
PWR-3900-AC/2	PWR-3900-AC/2	Cisco	Cisco 3925/3945 AC Power Supply (Secondary PS)	500.00	0.00	500.00	1	500.00	
S39UK9-15001M	S39UK9-15001M	Cisco	Cisco 3925-3945 IOS UNIVERSAL	0.00	0.00	0.00	1	0.00	
SM-NM-ADPTR	SM-NM-ADPTR	Cisco	Network Module Adapter for SM Slot on Cisco 2900, 3900 ISR	250.00	0.00	250.00	1	250.00	
							1	22,645.00	
CISCO2901/K9	CISCO2901/K9	Cisco	Cisco 2901 w/2 GE, 4 EHWIC, 2 DSP, 256MB CF, 512MB DRAM, IP Base	1,995.00	0.00	1,995.00	4	7,980.00	
ISR-CCP-EXP	ISR-CCP-EXP	Cisco	Cisco Config Pro Express on Router Flash	Included	0.00	Included	4	Included	
MEM-2900-512MB-DEF	MEM-2900-512MB-DEF	Cisco	512MB DRAM for Cisco 2901-2921 ISR (Default)	Included	0.00	Included	4	Included	
MEM-CF-256MB	MEM-CF-256MB	Cisco	256MB Compact Flash for Cisco 1900, 2900, 3900 ISR	Included	0.00	Included	4	Included	
PWR-2901-AC	PWR-2901-AC	Cisco	Cisco 2901 AC Power Supply	Included	0.00	Included	4	Included	
SL-29-IPB-K9	SL-29-IPB-K9	Cisco	IP Base License for Cisco 2901-2951	Included	0.00	Included	4	Included	
CAB-AC	CAB-AC	Cisco	AC Power Cord (North America), C13, NEMA 5-15P, 2.1m	0.00	0.00	0.00	4	0.00	
CON-SNT-2901	CON-SNT-2901	Cisco	SMARTNET 8X5XNBD Cisco 2901	305.00	0.00	305.00	4		1220
HWIC-1DSU-T1	HWIC-1DSU-T1	Cisco	1-Port T1/Fractional T1 DSU/CSU WAN Interface Card	1,000.00	0.00	1,000.00	4	4,000.00	
S29UK9-15001M	S29UK9-15001M	Cisco	Cisco 2901-2921 IOS UNIVERSAL	0.00	0.00	0.00	4	0.00	
							4	11,980.00	
WS-X6748-SFP=	WS-X6748-SFP=	Cisco	Catalyst 6500 48-port CEF720 GigE Module (Req. SFPs)	25,000.00	0.00	25,000.00	2	50,000.00	
MEM-XCEF720-256M	MEM-XCEF720-256M	Cisco	Catalyst 6500 256MB DDR, xCEF720 (67xx interface, DFC3A)	Included	0.00	Included	2	Included	
WS-F6700-CFC	WS-F6700-CFC	Cisco	Catalyst 6500 Central Fwd Card for WS-X67xx modules	Included	0.00	Included	2	Included	
GLC-SX-MM=	GLC-SX-MM=	Cisco	GE SFP, LC connector SX transceiver	500.00	0.00	500.00	96	48,000.00	
							2	98,000.00	3240
							12	271,955.00	
									County Jail County Price
								\$116,940.65	\$2,268.00

Quote No:
 Project Name: Cook County Network Upgrade 8-5-12
 Created On: 21 Aug 2012
 Expiration Date: 5 Sep 2012
 Created with Library: 14.5.842
 Library Creation Date: 05 Aug 2012
 Main Currency: USD
 Price List Used:
 Cisco - Global Price List US Availability(Online)

Name	Catalog Num	Vendor	Description	Unit Price	Discount %	Final Price	Qty	Total Price	SmartNET
15454-ML1000-2= CON-SNT-15454ML1	15454-ML1000-2= CON-SNT-15454ML1	Cisco Cisco	Gigabit Ethernet, 2 Ckt, L2/L3, SFP SMARTNET 8X5XNBD Ethernet, 12Ckt.	17,000.00 595.00	0.00 0.00	17,000.00 595.00	1 1	17,000.00 595.00	
								17,595.00	595
7600-SIP-400= CON-SNT-7600SIP4	7600-SIP-400= CON-SNT-7600SIP4	Cisco Cisco	Cisco 7600 Series SPA Interface Processor-400 SMARTNET 8X5XNBD 7600 Series SPA Interface Processor 400	35,000.00 2,940.00	0.00 0.00	35,000.00 2,940.00	1 1	35,000.00 2,940.00	
SPA-2XOC3-POS 7600-SPA	SPA-2XOC3-POS 7600-SPA	Cisco Cisco	2-port OC3/STM1 POS Shared Port Adapters SPA for Cisco 7600; No Physical Part, For Tracking Only	11,500.00 Included	0.00 0.00	11,500.00 Included	1 1	11,500.00 Included	2940
CON-SNT-2XOC3 SFP-OC3-IR1	CON-SNT-2XOC3 SFP-OC3-IR1	Cisco Cisco	SMARTNET 8X5XNBD 2-port OC3/STM1 POS Shared OC3/STM1 SFP, Single-mode fiber, Intermediate Reach	460.00 800.00	0.00 0.00	460.00 800.00	1 2	460.00 1,600.00	
								48,560.00	
ACE-4710-02-K9 ACE-4710-02-LIC ACE-AP-SW-5.1 CAB-AC CON-SNT-ACE4712K	ACE-4710-02-K9 ACE-4710-02-LIC ACE-AP-SW-5.1 CAB-AC CON-SNT-ACE4712K	Cisco Cisco Cisco Cisco Cisco	ACE 4710 Hardware-2Gbps-7500SSL-2GComp-20VC ACE 4710 2Gig License Bundle ACE Appliance SW 5.1 AC Power Cord (North America), C13, NEMA 5-15P, 2.1m SMARTNET 8X5XNBD ACE 4710 Hardware-2Gbps-7500SSL-2GComp-2	39,995.00 Included Included 0.00 6,599.00	0.00 0.00 0.00 0.00 0.00	39,995.00 Included Included 0.00 6,599.00	2 2 2 2 2	79,990.00 Included Included 0.00 13198	
AIR-CAP35021-AK910	AIR-CAP35021-AK910	Cisco	802.11a/g/n Ctr-based 10APs w/CleanAir; Int; A Reg Domain	12,950.00	0.00	12,950.00	4	51,800.00	
AIR-AP-BRACKET-1	AIR-AP-BRACKET-1	Cisco	802.11n AP Low Profile Mounting Bracket (Default)	Included	0.00	Included	40	Included	
AIR-AP-T-RAIL-R	AIR-AP-T-RAIL-R	Cisco	Ceiling Grid Clip for Aironet APs - Recessed Mount (Default)	Included	0.00	Included	40	Included	
AIR-CAP35021-ABULK	AIR-CAP35021-ABULK	Cisco	BOM LEVEL BULK PACK PID FOR -A	Included	0.00	Included	40	Included	
S3G1RK9W8-12423JA	S3G1RK9W8-12423JA	Cisco	Cisco 3500 Series IOS Wireless LAN Controller-based Recovery	Included	0.00	Included	4	Included	
								51,800.00	
AIR-CT5508-250-K9	AIR-CT5508-250-K9	Cisco	Cisco 5508 Series Wireless Controller for up to 250 APs	64,995.00	0.00	64,995.00	2	129,990.00	
LIC-CT5508-250	LIC-CT5508-250	Cisco	250 AP Base license	Included	0.00	Included	2	Included	
LIC-CT5508-BASE	LIC-CT5508-BASE	Cisco	Base Software License	Included	0.00	Included	2	Included	
AIR-PWR-5500-AC	AIR-PWR-5500-AC	Cisco	Cisco 5500 Series Wireless Controller Redundant Power Supply	1,495.00	0.00	1,495.00	2	2,990.00	
AIR-PWR-CORD-NA	AIR-PWR-CORD-NA	Cisco	AIR Line Cord North America	0.00	0.00	0.00	4	0.00	
CON-SNT-CT08250	CON-SNT-CT08250	Cisco	SMARTNET 8X5XNBD Cisco 5508 Series	5,200.00	0.00	5,200.00	2		10400
GLC-T= SWC500K9-72	GLC-T= SWC500K9-72	Cisco Cisco	1000BASE-T SFP Cisco Unified Wireless Controller SW Release 7.2	395.00 0.00	0.00 0.00	395.00 0.00	16 2	6,320.00 0.00	
								139,300.00	
AIR-MSE-3355-K9	AIR-MSE-3355-K9	Cisco	MSE 3355 Hardware SKU	21,995.00	0.00	21,995.00	1	21,995.00	
AIR-MSE-PAK	AIR-MSE-PAK	Cisco	Mobility Services Configurable PAK	Included	0.00	Included	1	Included	
AIR-PWR-CORD-NA	AIR-PWR-CORD-NA	Cisco	AIR Line Cord North America	Included	0.00	Included	2	Included	
AIR-CAS-3KC-K9	AIR-CAS-3KC-K9	Cisco	Context Aware License For 3K Clients and Tags (RSSI based)	6,000.00	0.00	6,000.00	1	6,000.00	
CON-SAU-A3KCK9	CON-SAU-A3KCK9	Cisco	SW APP SUPP + UPGR Context Aware Engine for Clients License	1,200.00	0.00	1,200.00	1		1200
CON-SNT-MSE3355	CON-SNT-MSE3355	Cisco	SMARTNET 8X5XNBD MSE 3355 Hardware SKU	1,760.00	0.00	1,760.00	1		1760
SWMSE3355K9-70	SWMSE3355K9-70	Cisco	Cisco 3355 Series Mobility Services Engine SW Release 7.0	0.00	0.00	0.00	1	0.00	
								27,995.00	
ASA5585-BOT-1YR= ASA5585-S60P60-K9	ASA5585-BOT-1YR= ASA5585-S60P60-K9	Cisco Cisco	ASA 5585-X Botnet Traffic Filter License for 1 year ASA 5585-X Chas w/SSP60,IPS SSP60,12GE, 8 SFP+2 AC,3DES/AES	6,660.00 299,995.00	0.00 0.00	6,660.00 299,995.00	1 2	6,660.00 599,990.00	
ASA-ANYCONN-CSD-K9	ASA-ANYCONN-CSD-K9	Cisco	ASA 5500 AnyConnect Client + Cisco Security Desktop Software	Included	0.00	Included	2	Included	
ASA-IPS-60-INC-K9	ASA-IPS-60-INC-K9	Cisco	ASA 5585-X IPS Security Services Processor-60 with 6GE,4SFP+	Included	0.00	Included	2	Included	
ASA-SSP-60-INC	ASA-SSP-60-INC	Cisco	ASA 5585-X Security Services Processor-60 with 6GE, 4SFP+	Included	0.00	Included	2	Included	
ASA5500-ENCR-K9	ASA5500-ENCR-K9	Cisco	ASA 5500 Strong Encryption License (3DES/AES)	Included	0.00	Included	2	Included	
ASA5585-BLANK-HD	ASA5585-BLANK-HD	Cisco	ASA 5585-X Hard Drive Blank Slot Cover	Included	0.00	Included	8	Included	
ASA5585-PWR-AC	ASA5585-PWR-AC	Cisco	ASA 5585-X AC Power Supply	Included	0.00	Included	4	Included	
ASA5585-SEC-PL	ASA5585-SEC-PL	Cisco	ASA 5585-X Security Plus License (Enables 10G SFP+ Ports)	Included	0.00	Included	2	Included	
SF-ASA-IPS-7.1-K9	SF-ASA-IPS-7.1-K9	Cisco	ASA 5500-X IPS Software 7.1 for IPS SSP	Included	0.00	Included	2	Included	
ASA-AC-E-5585	ASA-AC-E-5585	Cisco	AnyConnect Essentials VPN License - ASA 5585-X (Max Users)	500.00	0.00	500.00	2	1,000.00	
ASA-AC-M-5585	ASA-AC-M-5585	Cisco	AnyConnect Mobile - ASA 5585-X (req. Essentials or Premium)	500.00	0.00	500.00	2	1,000.00	
ASA-VPN-CLNT-K9	ASA-VPN-CLNT-K9	Cisco	Cisco VPN Client Software (Windows, Solaris, Linux, Mac)	0.00	0.00	0.00	2	0.00	
ASA5500-SC-50	ASA5500-SC-50	Cisco	ASA 5500 50 Security Contexts License	25,000.00	0.00	25,000.00	2	50,000.00	
CAB-AC-C6K-TWLK	CAB-AC-C6K-TWLK	Cisco	Power Cord, 250Vac 16A, twist lock NEMA L6-20 plug, US	0.00	0.00	0.00	4	0.00	
CON-SU1-A85S6P69	CON-SU1-A85S6P69	Cisco	IPS SVC, AR NBD ASA 5585-X Chas w/SSP60,IPS SSP60,12GE	55,599.00	0.00	55,599.00	2		11198
GLC-SX-MM	GLC-SX-MM	Cisco	GE SFP, LC connector SX transceiver	500.00	0.00	500.00	8	4,000.00	
SF-ASA558X-8.4-K8	SF-ASA558X-8.4-K8	Cisco	Software release ASA 8.4	0.00	0.00	0.00	2	0.00	
SFP-10G-SR	SFP-10G-SR	Cisco	10GBASE-SR SFP Module	1,495.00	0.00	1,495.00	8	11,960.00	
								667,950.00	
C3925-VSEC/K9	C3925-VSEC/K9	Cisco	Cisco 3925 UC Sec. Bundle, PVDM3-64, UC and SEC License P	11,995.00	0.00	11,995.00	2	23,990.00	
3900-FANASSY	3900-FANASSY	Cisco	Cisco 3925/3945 Fan Assembly (Bezel included)	Included	0.00	Included	2	Included	
C3900-SPE100/K9	C3900-SPE100/K9	Cisco	Cisco Services Performance Engine 100 for Cisco 3925 ISR	Included	0.00	Included	2	Included	
ISR-CCP-EXP	ISR-CCP-EXP	Cisco	Cisco Config Pro Express on Router Flash	Included	0.00	Included	2	Included	
MEM-3900-1GB-DEF	MEM-3900-1GB-DEF	Cisco	1GB DRAM (512MB+512MB) for Cisco 3925/3945 ISR (Default)	Included	0.00	Included	2	Included	
PVDM3-64	PVDM3-64	Cisco	64-channel high-density voice and video DSP module	Included	0.00	Included	2	Included	
PWR-3900-AC	PWR-3900-AC	Cisco	Cisco 3925/3945 AC Power Supply	Included	0.00	Included	2	Included	
SL-39-IPB-K9	SL-39-IPB-K9	Cisco	IP Base License for Cisco 3925/3945	Included	0.00	Included	2	Included	
SL-39-SEC-K9	SL-39-SEC-K9	Cisco	Security License for Cisco 3900 Series	Included	0.00	Included	2	Included	
SL-39-UC-K9	SL-39-UC-K9	Cisco	Unified Communication License for Cisco 3900 Series	Included	0.00	Included	2	Included	
CAB-AC	CAB-AC	Cisco	AC Power Cord (North America), C13, NEMA 5-15P, 2.1m	0.00	0.00	0.00	4	0.00	
CON-SNT-3925VSEC	CON-SNT-3925VSEC	Cisco	SMARTNET 8X5XNBD Cisco 3925 Voice Sec. Bundle, UC and SEC	1,100.00	0.00	1,100.00	2		2200
GLC-SX-MM	GLC-SX-MM	Cisco	GE SFP, LC connector SX transceiver	500.00	0.00	500.00	4	2,000.00	
MEM-CF-256U1GB	MEM-CF-256U1GB	Cisco	256MB to 1GB Compact Flash Upgrade for Cisco 1900,2900,3900	400.00	0.00	400.00	2	800.00	
NM-1T3/E3	NM-1T3/E3	Cisco	One port T3/E3 network module	8,500.00	0.00	8,500.00	2	17,000.00	

Name	Catalog Num	Vendor	Description	Unit Price	Discount %	Final Price	Qty	Total Price	SmartNET	
SFP-H10GB-ACU7M	SFP-H10GB-ACU7M	Cisco	Active Twinax cable assembly, 7m	360.00	0.00	360.00	24	8,640.00		
SFP-H10GB-CU3M	SFP-H10GB-CU3M	Cisco	10GBASE-CU SFP+ Cable 3 Meter	210.00	0.00	210.00	24	5,040.00		
							N5548UPM-6N2248TF	4	361,600.00	
N7K-C7009-BUN2-R	N7K-C7009-BUN2-R	Cisco	Nexus 7009 Bundle (Chassis,(2)SUP1,(5)FAB2,(2)AC-6KW PSU)	97,000.00	0.00	97,000.00	4	194,000.00		
N7K-AC-6.0KW	N7K-AC-6.0KW	Cisco	Nexus 7000 - 6.0KW AC Power Supply Module	Included	0.00	Included	2	Included		
N7K-C7009-FAB-2	N7K-C7009-FAB-2	Cisco	Nexus 7000 - 9 Slot Chassis - 110Gbps/Slot Fabric Module	Included	0.00	Included	10	Included		
N7K-C7009-FAN	N7K-C7009-FAN	Cisco	Nexus 7000 - 9 Slot Fan	Included	0.00	Included	2	Included		
N7K-SUP1-BUN	N7K-SUP1-BUN	Cisco	Nexus 7000 - Supervisor 1, Includes External 8GB Flash	Included	0.00	Included	2	Included		
N7K-SUP1-8GBUPG	N7K-SUP1-8GBUPG	Cisco	Nexus 7000 Supervisor 1 8GB Memory Upgrade Kit	Included	0.00	Included	2	Included		
N7K-SUP1-BUN	N7K-SUP1-BUN	Cisco	Nexus 7000 - Supervisor 1, Includes External 8GB Flash	Included	0.00	Included	2	Included		
N7K-SUP1-8GBUPG	N7K-SUP1-8GBUPG	Cisco	Nexus 7000 Supervisor 1 8GB Memory Upgrade Kit	Included	0.00	Included	2	Included		
CAB-AC-C6K-TWLK	CAB-AC-C6K-TWLK	Cisco	Power Cord, 250Vac 16A, twist lock NEMA L6-20 plug, US	0.00	0.00	0.00	8	0.00		
CON-SNT-7009B2R	CON-SNT-7009B2R	Cisco	SMARTNET 8X5XNBD Nexus 7009 Bun, Chss,(2)SUP1,(5)FAB2	8,526.00	0.00	8,526.00	2		17052	
N7K-C7009-FD-MB	N7K-C7009-FD-MB	Cisco	Nexus 7009 Front Door Kit	1,500.00	0.00	1,500.00	2	3,000.00		
N7K-CPF-2GB	N7K-CPF-2GB	Cisco	Nexus Compact Flash Memory 2GB (Expansion Flash - Slot 0)	1,200.00	0.00	1,200.00	4	4,800.00		
N7K-F248XP-25 GLC-SX-MM	N7K-F248XP-25 GLC-SX-MM	Cisco	Nexus 7000 F2-Series 48 Port 10GbE (req. SFP+)	44,000.00	0.00	44,000.00	2	88,000.00		
N7K-F248XP-25 GLC-SX-MM	N7K-F248XP-25 GLC-SX-MM	Cisco	GE SFP, LC connector SX transceiver	500.00	0.00	500.00	96	48,000.00		
N7K-F248XP-25 GLC-T	N7K-F248XP-25 GLC-T	Cisco	Nexus 7000 F2-Series 48 Port 10GbE (req. SFP+)	44,000.00	0.00	44,000.00	2	88,000.00		
N7K-F248XP-25 SFP-10G-LR	N7K-F248XP-25 SFP-10G-LR	Cisco	GE SFP, LC connector SX transceiver	500.00	0.00	500.00	48	24,000.00		
N7K-F248XP-25 SFP-10G-SR	N7K-F248XP-25 SFP-10G-SR	Cisco	1000BASE-T SFP	395.00	0.00	395.00	32	12,640.00		
N7K-F248XP-25 SFP-H10GB-ACU10M	N7K-F248XP-25 SFP-H10GB-ACU10M	Cisco	Nexus 7000 F2-Series 48 Port 10GbE (req. SFP+)	44,000.00	0.00	44,000.00	2	88,000.00		
N7K-SBUN-P1	N7K-SBUN-P1	Cisco	10GBASE-LR SFP Module	3,995.00	0.00	3,995.00	14	55,930.00		
DCNM-N7K-K9-SBUN	DCNM-N7K-K9-SBUN	Cisco	10GBASE-SR SFP Module	1,495.00	0.00	1,495.00	14	20,930.00		
DCNM-N7K-PAK	DCNM-N7K-PAK	Cisco	Active Twinax cable assembly, 10m	410.00	0.00	410.00	16	6,560.00		
CON-SAU-N7DCNMSB	CON-SAU-N7DCNMSB	Cisco	Includes LAN, ADV, TRS, EL2 & DCNM License - Promotion	50,000.00	0.00	50,000.00	2	100,000.00		
N7K-ADV1K9-SBUN	N7K-ADV1K9-SBUN	Cisco	DCNM for LAN Enterprise License for one Nexus 7000 Chassis	Included	0.00	Included	2	Included		
N7K-EL21K9-SBUN	N7K-EL21K9-SBUN	Cisco	DCNM LAN Enterprise License for a Pack of Nexus 7000 Chassis	Included	0.00	Included	2	Included		
N7K-LAN1K9-SBUN	N7K-LAN1K9-SBUN	Cisco	SW APP SUPP + UPGR DCNM for LAN Enterpr	1,400.00	0.00	1,400.00	2		2800	
N7K-TRS1K9-SBUN	N7K-TRS1K9-SBUN	Cisco	Nexus 7000 Advanced LAN Enterprise License (VDC, CTS ONLY)	Included	0.00	Included	2	Included		
N7KS1K9-60	N7KS1K9-60	Cisco	Nexus 7000 Enhanced Layer 2 License (FabricPath)	Included	0.00	Included	2	Included		
		Cisco	Nexus 7000 LAN Enterprise License (L3 protocols)	Included	0.00	Included	2	Included		
		Cisco	Nexus 7000 Transport Services License	Included	0.00	Included	2	Included		
		Cisco	Cisco NX-OS Release 6.0	0.00	0.00	0.00	2	0.00		
MM-1T3/E3=	MM-1T3/E3=	Cisco	One port T3/E3 network module	8,500.00	0.00	8,500.00	2	17,000.00		
PRIME-NCS-APL-K9	PRIME-NCS-APL-K9	Cisco	Cisco Prime Network Control System Hardware Appliance	14,995.00	0.00	14,995.00	1	14,995.00		
AIR-PWR-CORD-NA	AIR-PWR-CORD-NA	Cisco	AIR Line Cord North America	0.00	0.00	0.00	2	0.00		
CON-SNT-NCSAPL9	CON-SNT-NCSAPL9	Cisco	SMARTNET 8X5XNBD Cisco Prime Network Control System HW	1,200.00	0.00	1,200.00	1		1200	
NCS-APL-IMAGE-1.1	NCS-APL-IMAGE-1.1	Cisco	NCS 1.1 Appliance software version selection only.	0.00	0.00	0.00	1	0.00		
							PRIME-NCS-APL-K9	1	14,995.00	
R-PI-1.1-K9	R-PI-1.1-K9	Cisco	Cisco Prime Infrastructure 1.1	0.00	0.00	0.00	1	0.00		
L-PILMS42-5K	L-PILMS42-5K	Cisco	Prime Infrastructure LMS 4.2 - 5K Device Base Lic	Included	0.00	Included	1	Included		
L-PINCS11-5K	L-PINCS11-5K	Cisco	Prime Infrastructure NCS 1.1 - 5K Device Base Lic	Included	0.00	Included	1	Included		
L-PINCSW11-5K	L-PINCSW11-5K	Cisco	Prime Infrastructure NCS WAN 1.1 - 5K Device Base Lic	Included	0.00	Included	1	Included		
CON-SAU-P11K9B	CON-SAU-P11K9B	Cisco	SW APP SUPP + UPGR NULL SKU-No line item services included	0.00	0.00	0.00	1		0	
R-PI-1.1-5K-K9	R-PI-1.1-5K-K9	Cisco	Prime Infrastructure 1.1 Software - 5K Device Base Lic	199,000.00	0.00	199,000.00	1	199,000.00		
CON-SAU-P115K	CON-SAU-P115K	Cisco	SW APP SUPP + UPGR PI 1.1 Software - 5K Device Base Lic	39,800.00	0.00	39,800.00	1	39,800.00		
							R-PI-1.1-K9	1	238,800.00	
SFP-10G-LR=	SFP-10G-LR=	Cisco	10GBASE-LR SFP Module	3,995.00	0.00	3,995.00	8	31,960.00		
SFP-10G-LRM=	SFP-10G-LRM=	Cisco	10GBASE-LRM SFP Module	1,295.00	0.00	1,295.00	6	7,770.00		
WS-C3750X-24P-L	WS-C3750X-24P-L	Cisco	Catalyst 3750X 24 Port PoE LAN Base	6,000.00	0.00	6,000.00	56	336,000.00		
C3KX-PWR-715WAC	C3KX-PWR-715WAC	Cisco	Catalyst 3K-X 715W AC Power Supply	Included	0.00	Included	56	Included		
S375XVK9T-12255SE	S375XVK9T-12255SE	Cisco	CAT 3750X IOS UNIVERSAL WITH WEB BASE DEV MGR	Included	0.00	Included	56	Included		
C3KX-NM-1G	C3KX-NM-1G	Cisco	Catalyst 3K-X 1G Network Module option PID	500.00	0.00	500.00	56	28,000.00		
C3KX-PWR-715WAC/2	C3KX-PWR-715WAC/2	Cisco	Catalyst 3K-X 715W AC Secondary Power Supply	1,000.00	0.00	1,000.00	56	56,000.00		
CAB-3KX-AC	CAB-3KX-AC	Cisco	AC Power Cord for Catalyst 3K-X (North America)	0.00	0.00	0.00	112	0.00		
CAB-STACK-50CM	CAB-STACK-50CM	Cisco	Cisco StackWise 50CM Stacking Cable	0.00	0.00	0.00	56	0.00		
GLC-SX-MM=	GLC-SX-MM=	Cisco	GE SFP, LC connector SX transceiver	500.00	0.00	500.00	56	28,000.00		
WS-C3750X-24T-L	WS-C3750X-24T-L	Cisco	Catalyst 3750X 24 Port Data LAN Base	5,200.00	0.00	5,200.00	54	280,800.00		
C3KX-PWR-350WAC	C3KX-PWR-350WAC	Cisco	Catalyst 3K-X 350W AC Power Supply	Included	0.00	Included	54	Included		
CAB-STACK-50CM	CAB-STACK-50CM	Cisco	Cisco StackWise 50CM Stacking Cable	Included	0.00	Included	54	Included		
S375XVK9T-12255SE	S375XVK9T-12255SE	Cisco	CAT 3750X IOS UNIVERSAL WITH WEB BASE DEV MGR	Included	0.00	Included	54	Included		
C3KX-NM-1G	C3KX-NM-1G	Cisco	Catalyst 3K-X 1G Network Module option PID	500.00	0.00	500.00	54	27,000.00		
CAB-3KX-AC	CAB-3KX-AC	Cisco	AC Power Cord for Catalyst 3K-X (North America)	0.00	0.00	0.00	54	0.00		
GLC-SX-MM=	GLC-SX-MM=	Cisco	GE SFP, LC connector SX transceiver	500.00	0.00	500.00	54	27,000.00		
WS-C3750X-48T-L	WS-C3750X-48T-L	Cisco	Catalyst 3750X 48 Port Data LAN Base	8,900.00	0.00	8,900.00	65	578,500.00		
C3KX-PWR-350WAC	C3KX-PWR-350WAC	Cisco	Catalyst 3K-X 350W AC Power Supply	Included	0.00	Included	65	Included		
CAB-STACK-50CM	CAB-STACK-50CM	Cisco	Cisco StackWise 50CM Stacking Cable	Included	0.00	Included	65	Included		
S375XVK9T-12255SE	S375XVK9T-12255SE	Cisco	CAT 3750X IOS UNIVERSAL WITH WEB BASE DEV MGR	Included	0.00	Included	65	Included		
C3KX-NM-1G	C3KX-NM-1G	Cisco	Catalyst 3K-X 1G Network Module option PID	500.00	0.00	500.00	65	32,500.00		
CAB-3KX-AC	CAB-3KX-AC	Cisco	AC Power Cord for Catalyst 3K-X (North America)	0.00	0.00	0.00	65	0.00		
GLC-SX-MM=	GLC-SX-MM=	Cisco	GE SFP, LC connector SX transceiver	500.00	0.00	500.00	65	32,500.00		
WS-X6748-SFP=	WS-X6748-SFP=	Cisco	Catalyst 6500 48-port CE720 GgE Module (Req. SFPs)	25,000.00	0.00	25,000.00	4	100,000.00		
MEM-XCEF720-256M	MEM-XCEF720-256M	Cisco	Catalyst 6500 256MB DDR, xCEF720 (67xx interface, DFCA)	Included	0.00	Included	4	Included		
WS-F6700-CFC	WS-F6700-CFC	Cisco	Catalyst 6500 Central Fwd Card for WS-X67xx modules	Included	0.00	Included	4	Included		
GLC-SX-MM=	GLC-SX-MM=	Cisco	GE SFP, LC connector SX transceiver	500.00	0.00	500.00	192	96,000.00		
XENPAK-10GB-LR+=	XENPAK-10GB-LR+=	Cisco	10GBASE-LR XENPAK Module with DOM support	4,000.00	0.00	4,000.00	12	48,000.00		
XENPAK-10GB-LRM=	XENPAK-10GB-LRM=	Cisco	10G Base LRM Xenpak	1,495.00	0.00	1,495.00	10	14,950.00		
							Node 3 - HQ(USD)	415	5,035,410.00	
							HQ County Price		\$2,165,226.30	\$85,411.90

Quote No:
 Project Name: Cook County Network Upgrade 8-5-12
 Created On: 21 Aug 2012
 Expiration Date: 5 Sep 2012
 Created with Library: 14.5.842
 Library Creation Date: 05 Aug 2012
 Main Currency: USD
 Price List Used:
 Cisco - Global Price List US Availability(Online)

Name	Catalog Num	Vendor	Description	Unit Price	Discount %	Final Price	Qty	Total Price	SmartNET
7600-SIP-400=	7600-SIP-400=	Cisco	Cisco 7600 Series SPA Interface Processor-400	35,000.00	0.00	35,000.00	2	70,000.00	
CON-SNT-7600SIP4	CON-SNT-7600SIP4	Cisco	SMARTNET 8X5XNBD 7600 Series SPA Interface Processor 400	2,940.00	0.00	2,940.00	2		5800
SPA-2XOC3-POS	SPA-2XOC3-POS	Cisco	2-port OC3/STM1 POS Shared Port Adapters	11,500.00	0.00	11,500.00	2	23,000.00	
7600-SPA	7600-SPA	Cisco	SPA for Cisco 7600; No Physical Part; For Tracking Only	Included	0.00	Included	2	Included	
CON-SNT-2XOC3	CON-SNT-2XOC3	Cisco	SMARTNET 8X5XNBD 2-port OC3/STM1 POS Shared	460.00	0.00	460.00	2		920
SFP-OC3-IR1	SFP-OC3-IR1	Cisco	OC3/STM1 SFP, Single-mode fiber, Intermediate Reach	800.00	0.00	800.00	2	1,600.00	
						7600-SIP-400=	2	94,600.00	
AIR-CAP3502I-AK910	AIR-CAP3502I-AK910	Cisco	802.11a/g/n Ctrlr-based 10APs w/CleanAir; Int: A Reg Domain	12,950.00	0.00	12,950.00	3	38,850.00	
AIR-AP-BRACKET-1	AIR-AP-BRACKET-1	Cisco	802.11n AP Low Profile Mounting Bracket (Default)	Included	0.00	Included	30	Included	
AIR-AP-T-RAIL-R	AIR-AP-T-RAIL-R	Cisco	Ceiling Grid Clip for Aironet APs - Recessed Mount (Default)	Included	0.00	Included	30	Included	
AIR-CAP3502I-ABULK	AIR-CAP3502I-ABULK	Cisco	BOM LEVEL BULK PACK PID FOR -A	Included	0.00	Included	30	Included	
S3G1RK9W8-12423JA	S3G1RK9W8-12423JA	Cisco	Cisco 3500 Series IOS Wireless LAN Controller-based Recovery	Included	0.00	Included	3	Included	
						AIR-CAP3502I-AK910	3	38,850.00	
C3925-VSEC/K9	C3925-VSEC/K9	Cisco	Cisco 3925 UC Sec. Bundle, PVD3-64, UC and SEC License P	11,995.00	0.00	11,995.00	1	11,995.00	
3900-FANASSY	3900-FANASSY	Cisco	Cisco 3925/3945 Fan Assembly (Bezel included)	Included	0.00	Included	1	Included	
C3900-SPE100/K9	C3900-SPE100/K9	Cisco	Cisco Services Performance Engine 100 for Cisco 3925 ISR	Included	0.00	Included	1	Included	
ISR-CCP-EXP	ISR-CCP-EXP	Cisco	Cisco Config Pro Express on Router Flash	Included	0.00	Included	1	Included	
MEM-3900-1GB-DEF	MEM-3900-1GB-DEF	Cisco	1GB DRAM (512MB+512MB) for Cisco 3925/3945 ISR (Default)	Included	0.00	Included	1	Included	
PVDM3-64	PVDM3-64	Cisco	64-channel high-density voice and video DSP module	Included	0.00	Included	1	Included	
PWR-3900-AC	PWR-3900-AC	Cisco	Cisco 3925/3945 AC Power Supply	Included	0.00	Included	1	Included	
SL-39-IPB-K9	SL-39-IPB-K9	Cisco	IP Base License for Cisco 3925/3945	Included	0.00	Included	1	Included	
SL-39-SEC-K9	SL-39-SEC-K9	Cisco	Security License for Cisco 3900 Series	Included	0.00	Included	1	Included	
SL-39-UC-K9	SL-39-UC-K9	Cisco	Unified Communication License for Cisco 3900 Series	Included	0.00	Included	1	Included	
CAB-AC	CAB-AC	Cisco	AC Power Cord (North America), C13, NEMA 5-15P, 2.1m	0.00	0.00	0.00	2	0.00	
CON-SNT-3925VSEC	CON-SNT-3925VSEC	Cisco	SMARTNET 8X5XNBD Cisco 3925 Voice Sec. Bundle, UC and SEC	1,100.00	0.00	1,100.00	1		1100
GLC-SX-MM	GLC-SX-MM	Cisco	GE SFP, LC connector SX transceiver	500.00	0.00	500.00	2	1,000.00	
MEM-CF-256U1GB	MEM-CF-256U1GB	Cisco	256MB to 1GB Compact Flash Upgrade for Cisco 1900,2900,3900	400.00	0.00	400.00	1	400.00	
NM-1T3/E3	NM-1T3/E3	Cisco	One port T3/E3 network module	8,500.00	0.00	8,500.00	1	8,500.00	
PWR-3900-AC/2	PWR-3900-AC/2	Cisco	Cisco 3925/3945 AC Power Supply (Secondary PS)	500.00	0.00	500.00	1	500.00	
S39UK9-15001M	S39UK9-15001M	Cisco	Cisco 3925-3945 IOS UNIVERSAL	0.00	0.00	0.00	1	0.00	
SM-NM-ADPTR	SM-NM-ADPTR	Cisco	Network Module Adapter for SM Slot on Cisco 2900, 3900 ISR	250.00	0.00	250.00	1	250.00	
						C3925-VSEC/K9	1	22,645.00	
WS-C3750X-24P-L	WS-C3750X-24P-L	Cisco	Catalyst 3750X 24 Port PoE LAN Base	6,000.00	0.00	6,000.00	25	150,000.00	
C3KX-PWR-715WAC	C3KX-PWR-715WAC	Cisco	Catalyst 3K-X 715W AC Power Supply	Included	0.00	Included	25	Included	
S375XVK9T-12255SE	S375XVK9T-12255SE	Cisco	CAT 3750X IOS UNIVERSAL WITH WEB BASE DEV MGR	Included	0.00	Included	25	Included	
C3KX-NM-1G	C3KX-NM-1G	Cisco	Catalyst 3K-X 1G Network Module option PID	500.00	0.00	500.00	25	12,500.00	
C3KX-PWR-715WAC/2	C3KX-PWR-715WAC/2	Cisco	Catalyst 3K-X 715W AC Secondary Power Supply	1,000.00	0.00	1,000.00	25	25,000.00	
CAB-3KX-AC	CAB-3KX-AC	Cisco	AC Power Cord for Catalyst 3K-X (North America)	0.00	0.00	0.00	50	0.00	
CAB-STACK-50CM	CAB-STACK-50CM	Cisco	Cisco StackWise 50CM Stacking Cable	0.00	0.00	0.00	25	0.00	
GLC-SX-MM=	GLC-SX-MM=	Cisco	GE SFP, LC connector SX transceiver	500.00	0.00	500.00	25	12,500.00	
						WS-C3750X-24P-L	25	200,000.00	
WS-C3750X-24T-L	WS-C3750X-24T-L	Cisco	Catalyst 3750X 24 Port Data LAN Base	5,200.00	0.00	5,200.00	65	338,000.00	
C3KX-PWR-350WAC	C3KX-PWR-350WAC	Cisco	Catalyst 3K-X 350W AC Power Supply	Included	0.00	Included	65	Included	
CAB-STACK-50CM	CAB-STACK-50CM	Cisco	Cisco StackWise 50CM Stacking Cable	Included	0.00	Included	65	Included	
S375XVK9T-12255SE	S375XVK9T-12255SE	Cisco	CAT 3750X IOS UNIVERSAL WITH WEB BASE DEV MGR	Included	0.00	Included	65	Included	
C3KX-NM-1G	C3KX-NM-1G	Cisco	Catalyst 3K-X 1G Network Module option PID	500.00	0.00	500.00	65	32,500.00	
CAB-3KX-AC	CAB-3KX-AC	Cisco	AC Power Cord for Catalyst 3K-X (North America)	0.00	0.00	0.00	65	0.00	
GLC-SX-MM=	GLC-SX-MM=	Cisco	GE SFP, LC connector SX transceiver	500.00	0.00	500.00	65	32,500.00	
						WS-C3750X-24T-L	65	403,000.00	
WS-C3750X-48T-L	WS-C3750X-48T-L	Cisco	Catalyst 3750X 48 Port Data LAN Base	8,900.00	0.00	8,900.00	36	320,400.00	
C3KX-PWR-350WAC	C3KX-PWR-350WAC	Cisco	Catalyst 3K-X 350W AC Power Supply	Included	0.00	Included	36	Included	
CAB-STACK-50CM	CAB-STACK-50CM	Cisco	Cisco StackWise 50CM Stacking Cable	Included	0.00	Included	36	Included	
S375XVK9T-12255SE	S375XVK9T-12255SE	Cisco	CAT 3750X IOS UNIVERSAL WITH WEB BASE DEV MGR	Included	0.00	Included	36	Included	
C3KX-NM-1G	C3KX-NM-1G	Cisco	Catalyst 3K-X 1G Network Module option PID	500.00	0.00	500.00	36	18,000.00	
CAB-3KX-AC	CAB-3KX-AC	Cisco	AC Power Cord for Catalyst 3K-X (North America)	0.00	0.00	0.00	36	0.00	
GLC-SX-MM=	GLC-SX-MM=	Cisco	GE SFP, LC connector SX transceiver	500.00	0.00	500.00	36	18,000.00	
						WS-C3750X-48T-L	36	356,400.00	
WS-X6748-SFP=	WS-X6748-SFP=	Cisco	Catalyst 6500 48-port CEF720 GigE Module (Req. SFPs)	25,000.00	0.00	25,000.00	2	50,000.00	
MEM-XCEF720-256M	MEM-XCEF720-256M	Cisco	Catalyst 6500 256MB DDR, xCEF720 (67xx interface, DFC3A)	Included	0.00	Included	2	Included	
WS-F6700-CFC	WS-F6700-CFC	Cisco	Catalyst 6500 Central Fwd Card for WS-X67xx modules	Included	0.00	Included	2	Included	
GLC-SX-MM=	GLC-SX-MM=	Cisco	GE SFP, LC connector SX transceiver	500.00	0.00	500.00	96	48,000.00	
						WS-X6748-SFP=	2	98,000.00	
						Node 4 - Markham(USD)	134	1,213,495.00	7820
						Markham County Price		\$521,802.85	\$5,474.00

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Cisco - Global Price List US Availability(Online)

Name	Catalog Num	Vendor	Description	Unit Price	Discount %	Final Price	Qty	Total Price	SmartNET
7600-SIP-400=	7600-SIP-400=	Cisco	Cisco 7600 Series SPA Interface Processor-400	35,000.00	0.00	35,000.00	2	70,000.00	
CON-SNT-7600SIP4	CON-SNT-7600SIP4	Cisco	SMARTNET 8X5XNBD 7600 Series SPA Interface Processor 400	2,940.00	0.00	2,940.00	2		5880
SPA-2XOC3-POS	SPA-2XOC3-POS	Cisco	2-port OC3/STM1 POS Shared Port Adapters	11,500.00	0.00	11,500.00	2	23,000.00	
7600-SPA	7600-SPA	Cisco	SPA for Cisco 7600; No Physical Part; For Tracking Only	Included	0.00	Included	2	Included	
CON-SNT-2XOC3	CON-SNT-2XOC3	Cisco	SMARTNET 8X5XNBD 2-port OC3/STM1 POS Shared	460.00	0.00	460.00	2		920
SFP-OC3-IR1	SFP-OC3-IR1	Cisco	OC3/STM1 SFP, Single-mode fiber, Intermediate Reach	800.00	0.00	800.00	2	1,600.00	
			7600-SIP-400=				2	94,600.00	
AIR-CAP3502I-AK910	AIR-CAP3502I-AK910	Cisco	802.11a/g/n Ctrlr-based 10APs w/CleanAir; Int; A Reg Domain	12,950.00	0.00	12,950.00	2	25,900.00	
AIR-AP-BRACKET-1	AIR-AP-BRACKET-1	Cisco	802.11n AP Low Profile Mounting Bracket (Default)	Included	0.00	Included	20	Included	
AIR-AP-T-RAIL-R	AIR-AP-T-RAIL-R	Cisco	Ceiling Grid Clip for Aironet APs - Recessed Mount (Default)	Included	0.00	Included	20	Included	
AIR-CAP3502I-ABULK	AIR-CAP3502I-ABULK	Cisco	BOM LEVEL BULK PACK PID FOR -A	Included	0.00	Included	20	Included	
S3G1RK9W8-12423JA	S3G1RK9W8-12423JA	Cisco	Cisco 3500 Series IOS Wireless LAN Controller-based Recovery	Included	0.00	Included	2	Included	
			AIR-CAP3502I-AK910				2	25,900.00	
C3925-VSEC/K9	C3925-VSEC/K9	Cisco	Cisco 3925 UC Sec. Bundle, PVD3-64, UC and SEC License P	11,995.00	0.00	11,995.00	1	11,995.00	
3900-FANASSY	3900-FANASSY	Cisco	Cisco 3925/3945 Fan Assembly (Bezels included)	Included	0.00	Included	1	Included	
C3900-SPE100/K9	C3900-SPE100/K9	Cisco	Cisco Services Performance Engine 100 for Cisco 3925 ISR	Included	0.00	Included	1	Included	
ISR-CCP-EXP	ISR-CCP-EXP	Cisco	Cisco Config Pro Express on Router Flash	Included	0.00	Included	1	Included	
MEM-3900-1GB-DEF	MEM-3900-1GB-DEF	Cisco	1GB DRAM (512MB+512MB) for Cisco 3925/3945 ISR (Default)	Included	0.00	Included	1	Included	
PVDM3-64	PVDM3-64	Cisco	64-channel high-density voice and video DSP module	Included	0.00	Included	1	Included	
PWR-3900-AC	PWR-3900-AC	Cisco	Cisco 3925/3945 AC Power Supply	Included	0.00	Included	1	Included	
SL-39-IPB-K9	SL-39-IPB-K9	Cisco	IP Base License for Cisco 3925/3945	Included	0.00	Included	1	Included	
SL-39-SEC-K9	SL-39-SEC-K9	Cisco	Security License for Cisco 3900 Series	Included	0.00	Included	1	Included	
SL-39-UC-K9	SL-39-UC-K9	Cisco	Unified Communication License for Cisco 3900 Series	Included	0.00	Included	1	Included	
CAB-AC	CAB-AC	Cisco	AC Power Cord (North America), C13, NEMA 5-15P, 2.1m	0.00	0.00	0.00	2	0.00	
CON-SNT-3925VSEC	CON-SNT-3925VSEC	Cisco	SMARTNET 8X5XNBD Cisco 3925 Voice Sec. Bundle, UC and SEC	1,100.00	0.00	1,100.00	2		1100
GLC-SX-MM	GLC-SX-MM	Cisco	GE SFP, LC connector SX transceiver	500.00	0.00	500.00	2	1,000.00	
MEM-CF-256U1GB	MEM-CF-256U1GB	Cisco	256MB to 1GB Compact Flash Upgrade for Cisco 1900,2900,3900	400.00	0.00	400.00	1	400.00	
NM-1T3/E3	NM-1T3/E3	Cisco	One port T3/E3 network module	8,500.00	0.00	8,500.00	1	8,500.00	
PWR-3900-AC/2	PWR-3900-AC/2	Cisco	Cisco 3925/3945 AC Power Supply (Secondary PS)	500.00	0.00	500.00	1	500.00	
S39UK9-15001M	S39UK9-15001M	Cisco	Cisco 3925-3945 IOS UNIVERSAL	0.00	0.00	0.00	1	0.00	
SM-NM-ADPTR	SM-NM-ADPTR	Cisco	Network Module Adapter for SM Slot on Cisco 2900, 3900 ISR	250.00	0.00	250.00	1	250.00	
			C3925-VSEC/K9				1	22,645.00	
CISCO2901/K9	CISCO2901/K9	Cisco	Cisco 2901 w/2 GE, 4 EHWIC, 2 DSP, 256MB CF, 512MB DRAM, IP Base	1,995.00	0.00	1,995.00	26	51,870.00	
ISR-CCP-EXP	ISR-CCP-EXP	Cisco	Cisco Config Pro Express on Router Flash	Included	0.00	Included	26	Included	
MEM-2900-512MB-DEF	MEM-2900-512MB-DEF	Cisco	512MB DRAM for Cisco 2901-2921 ISR (Default)	Included	0.00	Included	26	Included	
MEM-CF-256MB	MEM-CF-256MB	Cisco	256MB Compact Flash for Cisco 1900, 2900, 3900 ISR	Included	0.00	Included	26	Included	
PWR-2901-AC	PWR-2901-AC	Cisco	Cisco 2901 AC Power Supply	Included	0.00	Included	26	Included	
SL-29-IPB-K9	SL-29-IPB-K9	Cisco	IP Base License for Cisco 2901-2951	Included	0.00	Included	26	Included	
CAB-AC	CAB-AC	Cisco	AC Power Cord (North America), C13, NEMA 5-15P, 2.1m	0.00	0.00	0.00	26	0.00	
CON-SNT-2901	CON-SNT-2901	Cisco	SMARTNET 8X5XNBD Cisco 2901	305.00	0.00	305.00	26	7,930.00	
HWIC-1DSU-T1	HWIC-1DSU-T1	Cisco	1-Port T1/Fractional T1 DSU/CSU WAN Interface Card	1,000.00	0.00	1,000.00	26		2600
S29UK9-15001M	S29UK9-15001M	Cisco	Cisco 2901-2921 IOS UNIVERSAL	0.00	0.00	0.00	26	0.00	
			CISCO2901/K9				26	59,800.00	
WS-C3750X-24P-L	WS-C3750X-24P-L	Cisco	Catalyst 3750X 24 Port PoE LAN Base	6,000.00	0.00	6,000.00	31	186,000.00	
C3KX-PWR-715WAC	C3KX-PWR-715WAC	Cisco	Catalyst 3K-X 715W AC Power Supply	Included	0.00	Included	31	Included	
S375XVK9T-12255SE	S375XVK9T-12255SE	Cisco	CAT 3750X IOS UNIVERSAL WITH WEB BASE DEV MGR	Included	0.00	Included	31	Included	
C3KX-NM-1G	C3KX-NM-1G	Cisco	Catalyst 3K-X 1G Network Module option PID	500.00	0.00	500.00	31	15,500.00	
C3KX-PWR-715WAC/2	C3KX-PWR-715WAC/2	Cisco	Catalyst 3K-X 715W AC Secondary Power Supply	1,000.00	0.00	1,000.00	31	31,000.00	
CAB-3KX-AC	CAB-3KX-AC	Cisco	AC Power Cord for Catalyst 3K-X (North America)	0.00	0.00	0.00	31	0.00	
CAB-STACK-50CM	CAB-STACK-50CM	Cisco	Cisco StackWise 50CM Stacking Cable	0.00	0.00	0.00	31	0.00	
GLC-SX-MM=	GLC-SX-MM=	Cisco	GE SFP, LC connector SX transceiver	500.00	0.00	500.00	31	15,500.00	
			WS-C3750X-24P-L				31	248,000.00	
WS-C3750X-24T-L	WS-C3750X-24T-L	Cisco	Catalyst 3750X 24 Port Data LAN Base	5,200.00	0.00	5,200.00	50	260,000.00	
C3KX-PWR-350WAC	C3KX-PWR-350WAC	Cisco	Catalyst 3K-X 350W AC Power Supply	Included	0.00	Included	50	Included	
CAB-STACK-50CM	CAB-STACK-50CM	Cisco	Cisco StackWise 50CM Stacking Cable	Included	0.00	Included	50	Included	
S375XVK9T-12255SE	S375XVK9T-12255SE	Cisco	CAT 3750X IOS UNIVERSAL WITH WEB BASE DEV MGR	Included	0.00	Included	50	Included	
C3KX-NM-1G	C3KX-NM-1G	Cisco	Catalyst 3K-X 1G Network Module option PID	500.00	0.00	500.00	50	25,000.00	
CAB-3KX-AC	CAB-3KX-AC	Cisco	AC Power Cord for Catalyst 3K-X (North America)	0.00	0.00	0.00	50	0.00	
GLC-SX-MM=	GLC-SX-MM=	Cisco	GE SFP, LC connector SX transceiver	500.00	0.00	500.00	50	25,000.00	
			WS-C3750X-24T-L				50	310,000.00	
WS-C3750X-48T-L	WS-C3750X-48T-L	Cisco	Catalyst 3750X 48 Port Data LAN Base	8,900.00	0.00	8,900.00	38	338,200.00	
C3KX-PWR-350WAC	C3KX-PWR-350WAC	Cisco	Catalyst 3K-X 350W AC Power Supply	Included	0.00	Included	38	Included	
CAB-STACK-50CM	CAB-STACK-50CM	Cisco	Cisco StackWise 50CM Stacking Cable	Included	0.00	Included	38	Included	
S375XVK9T-12255SE	S375XVK9T-12255SE	Cisco	CAT 3750X IOS UNIVERSAL WITH WEB BASE DEV MGR	Included	0.00	Included	38	Included	
C3KX-NM-1G	C3KX-NM-1G	Cisco	Catalyst 3K-X 1G Network Module option PID	500.00	0.00	500.00	38	19,000.00	
CAB-3KX-AC	CAB-3KX-AC	Cisco	AC Power Cord for Catalyst 3K-X (North America)	0.00	0.00	0.00	38	0.00	
GLC-SX-MM=	GLC-SX-MM=	Cisco	GE SFP, LC connector SX transceiver	500.00	0.00	500.00	38	19,000.00	
			WS-C3750X-48T-L				38	376,200.00	
WS-X6748-SFP=	WS-X6748-SFP=	Cisco	Catalyst 6500 48-port CEF720 GigE Module (Req. SFPs)	25,000.00	0.00	25,000.00	4	100,000.00	
MEM-XCEF720-256M	MEM-XCEF720-256M	Cisco	Catalyst 6500 256MB DDR, xCEF720 (67xx interface, DFC3A)	Included	0.00	Included	4	Included	

Name	Catalog Num	Vendor	Description	Unit Price	Discount %	Final Price	Qty	Total Price	SmartNET
WS-F6700-CFC	WS-F6700-CFC	Cisco	Catalyst 6500 Central Fwd Card for WS-X67xx modules	Included	0.00	Included	4	Included	
GLC-SX-MM=	GLC-SX-MM=	Cisco	GE SFP, LC connector SX transceiver	500.00	0.00	500.00	192	96,000.00	
						WS-X6748-SFP=	4	196,000.00	
						Node 5 - Bridgeview(USD)	154	1,333,145.00	10500
						Bridgeview County Price		\$573,252.35	\$7,350.00

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Name	Catalog Num	Vendor	Description	Unit Price	Discount %	Final Price	Qty	Total Price	SmartNET
7600-SIP-400=	7600-SIP-400=	Cisco	Cisco 7600 Series SPA Interface Processor-400	35,000.00	0.00	35,000.00	2	70,000.00	
CON-SNT-7600SIP4	CON-SNT-7600SIP4	Cisco	SMARTNET 8X5XNBD 7600 Series SPA Interface Processor 400	2,940.00	0.00	2,940.00	2	5,880.00	
SPA-2XOC3-POS	SPA-2XOC3-POS	Cisco	2-port OC3/STM1 POS Shared Port Adapters	11,500.00	0.00	11,500.00	2	23,000.00	
7600-SPA	7600-SPA	Cisco	SPA for Cisco 7600; No Physical Part; For Tracking Only	Included	0.00	Included	2	Included	
CON-SNT-2XOC3	CON-SNT-2XOC3	Cisco	SMARTNET 8X5XNBD 2-port OC3/STM1 POS Shared	460.00	0.00	460.00	2		920
SFP-OC3-IR1	SFP-OC3-IR1	Cisco	OC3/STM1 SFP, Single-mode fiber, Intermediate Reach	800.00	0.00	800.00	2	1,600.00	
							7600-SIP-400=	2	100,480.00
AIR-CAP3502I-AK910	AIR-CAP3502I-AK910	Cisco	802.11a/g/n Clrf-based 10APs w/CleanAir; Int; A Reg Domain	12,950.00	0.00	12,950.00	2	25,900.00	
AIR-AP-BRACKET-1	AIR-AP-BRACKET-1	Cisco	802.11n AP Low Profile Mounting Bracket (Default)	Included	0.00	Included	20	Included	
AIR-AP-T-RAIL-R	AIR-AP-T-RAIL-R	Cisco	Ceiling Grid Clip for Aironet APs - Recessed Mount (Default)	Included	0.00	Included	20	Included	
AIR-CAP3502I-ABULK	AIR-CAP3502I-ABULK	Cisco	BOM LEVEL BULK PACK PID FOR -A	Included	0.00	Included	20	Included	
S3G1R9W8-12423JA	S3G1R9W8-12423JA	Cisco	Cisco 3500 Series IOS Wireless LAN Controller-based Recovery	Included	0.00	Included	2	Included	
							AIR-CAP3502I-AK910	2	25,900.00
C3925-VSEC/K9	C3925-VSEC/K9	Cisco	Cisco 3925 UC Sec. Bundle, PVD3-64, UC and SEC License P	11,995.00	0.00	11,995.00	1	11,995.00	
3900-FANASSY	3900-FANASSY	Cisco	Cisco 3925/3945 Fan Assembly (Bezel included)	Included	0.00	Included	1	Included	
C3900-SPE100/K9	C3900-SPE100/K9	Cisco	Cisco Services Performance Engine 100 for Cisco 3925 ISR	Included	0.00	Included	1	Included	
ISR-CCP-EXP	ISR-CCP-EXP	Cisco	Cisco Config Pro Express on Router Flash	Included	0.00	Included	1	Included	
MEM-3900-1GB-DEF	MEM-3900-1GB-DEF	Cisco	1GB DRAM (512MB+512MB) for Cisco 3925/3945 ISR (Default)	Included	0.00	Included	1	Included	
PVDM3-64	PVDM3-64	Cisco	64-channel high-density voice and video DSP module	Included	0.00	Included	1	Included	
PWR-3900-AC	PWR-3900-AC	Cisco	Cisco 3925/3945 AC Power Supply	Included	0.00	Included	1	Included	
SL-39-IPB-K9	SL-39-IPB-K9	Cisco	IP Base License for Cisco 3925/3945	Included	0.00	Included	1	Included	
SL-39-SEC-K9	SL-39-SEC-K9	Cisco	Security License for Cisco 3900 Series	Included	0.00	Included	1	Included	
SL-39-UC-K9	SL-39-UC-K9	Cisco	Unified Communication License for Cisco 3900 Series	Included	0.00	Included	1	Included	
CAB-AC	CAB-AC	Cisco	AC Power Cord (North America), C13, NEMA 5-15P, 2.1m	0.00	0.00	0.00	2	0.00	
CON-SNT-3925VSEC	CON-SNT-3925VSEC	Cisco	SMARTNET 8X5XNBD Cisco 3925 Voice Sec. Bundle, UC and SEC	1,100.00	0.00	1,100.00	1		1100
GLC-SX-MM	GLC-SX-MM	Cisco	GE SFP, LC connector SX transceiver	500.00	0.00	500.00	2	1,000.00	
MEM-CF-256U1GB	MEM-CF-256U1GB	Cisco	256MB to 1GB Compact Flash Upgrade for Cisco 1900,2900,3900	400.00	0.00	400.00	1	400.00	
NM-1T3/E3	NM-1T3/E3	Cisco	One port T3/E3 network module	8,500.00	0.00	8,500.00	1	8,500.00	
PWR-3900-AC/2	PWR-3900-AC/2	Cisco	Cisco 3925/3945 AC Power Supply (Secondary PS)	500.00	0.00	500.00	1	500.00	
S39UK9-15001M	S39UK9-15001M	Cisco	Cisco 3925-3945 IOS UNIVERSAL	0.00	0.00	0.00	1	0.00	
SM-NM-ADPTR	SM-NM-ADPTR	Cisco	Network Module Adapter for SM Slot on Cisco 2900, 3900 ISR	250.00	0.00	250.00	1	250.00	
							C3925-VSEC/K9	1	22,645.00
CISCO2901/K9	CISCO2901/K9	Cisco	Cisco 2901 w/2 GE, 4 EHWIC, 2 DSP, 256MB CF, 512MB DRAM, IP Base	1,995.00	0.00	1,995.00	16	31,920.00	
ISR-CCP-EXP	ISR-CCP-EXP	Cisco	Cisco Config Pro Express on Router Flash	Included	0.00	Included	16	Included	
MEM-2900-512MB-DEF	MEM-2900-512MB-DEF	Cisco	512MB DRAM for Cisco 2901-2921 ISR (Default)	Included	0.00	Included	16	Included	
MEM-CF-256MB	MEM-CF-256MB	Cisco	256MB Compact Flash for Cisco 1900, 2900, 3900 ISR	Included	0.00	Included	16	Included	
PWR-2901-AC	PWR-2901-AC	Cisco	Cisco 2901 AC Power Supply	Included	0.00	Included	16	Included	
SL-29-IPB-K9	SL-29-IPB-K9	Cisco	IP Base License for Cisco 2901-2951	Included	0.00	Included	16	Included	
CAB-AC	CAB-AC	Cisco	AC Power Cord (North America), C13, NEMA 5-15P, 2.1m	0.00	0.00	0.00	16	0.00	
CON-SNT-2901	CON-SNT-2901	Cisco	SMARTNET 8X5XNBD Cisco 2901	305.00	0.00	305.00	16		4880
HWIC-1DSU-T1	HWIC-1DSU-T1	Cisco	1-Port T1/Fractional T1 DSU/CSU WAN Interface Card	1,000.00	0.00	1,000.00	16	16,000.00	
S29UK9-15001M	S29UK9-15001M	Cisco	Cisco 2901-2921 IOS UNIVERSAL	0.00	0.00	0.00	116	0.00	
							CISCO2901/K9	16	47,920.00
WS-C3750X-24P-L	WS-C3750X-24P-L	Cisco	Catalyst 3750X 24 Port PoE LAN Base	6,000.00	0.00	6,000.00	40	240,000.00	
C3KX-PWR-715WAC	C3KX-PWR-715WAC	Cisco	Catalyst 3K-X 715W AC Power Supply	Included	0.00	Included	40	Included	
S375XVK9T-12255SE	S375XVK9T-12255SE	Cisco	CAT 3750X IOS UNIVERSAL WITH WEB BASE DEV MGR	Included	0.00	Included	40	Included	
C3KX-NM-1G	C3KX-NM-1G	Cisco	Catalyst 3K-X 1G Network Module option PID	500.00	0.00	500.00	40	20,000.00	
C3KX-PWR-715WAC/2	C3KX-PWR-715WAC/2	Cisco	Catalyst 3K-X 715W AC Secondary Power Supply	1,000.00	0.00	1,000.00	40	40,000.00	
CAB-3KX-AC	CAB-3KX-AC	Cisco	AC Power Cord for Catalyst 3K-X (North America)	0.00	0.00	0.00	80	0.00	
CAB-STACK-50CM	CAB-STACK-50CM	Cisco	Cisco StackWise 50CM Stacking Cable	0.00	0.00	0.00	40	0.00	
GLC-SX-MM=	GLC-SX-MM=	Cisco	GE SFP, LC connector SX transceiver	500.00	0.00	500.00	40	20,000.00	
							WS-C3750X-24P-L	40	320,000.00
WS-C3750X-24T-L	WS-C3750X-24T-L	Cisco	Catalyst 3750X 24 Port Data LAN Base	5,200.00	0.00	5,200.00	50	260,000.00	
C3KX-PWR-350WAC	C3KX-PWR-350WAC	Cisco	Catalyst 3K-X 350W AC Power Supply	Included	0.00	Included	50	Included	
CAB-STACK-50CM	CAB-STACK-50CM	Cisco	Cisco StackWise 50CM Stacking Cable	Included	0.00	Included	50	Included	
S375XVK9T-12255SE	S375XVK9T-12255SE	Cisco	CAT 3750X IOS UNIVERSAL WITH WEB BASE DEV MGR	Included	0.00	Included	50	Included	
C3KX-NM-1G	C3KX-NM-1G	Cisco	Catalyst 3K-X 1G Network Module option PID	500.00	0.00	500.00	50	25,000.00	
CAB-3KX-AC	CAB-3KX-AC	Cisco	AC Power Cord for Catalyst 3K-X (North America)	0.00	0.00	0.00	50	0.00	
GLC-SX-MM=	GLC-SX-MM=	Cisco	GE SFP, LC connector SX transceiver	500.00	0.00	500.00	50	25,000.00	
							WS-C3750X-24T-L	50	310,000.00
WS-C3750X-48T-L	WS-C3750X-48T-L	Cisco	Catalyst 3750X 48 Port Data LAN Base	8,900.00	0.00	8,900.00	25	222,500.00	
C3KX-PWR-350WAC	C3KX-PWR-350WAC	Cisco	Catalyst 3K-X 350W AC Power Supply	Included	0.00	Included	25	Included	
CAB-STACK-50CM	CAB-STACK-50CM	Cisco	Cisco StackWise 50CM Stacking Cable	Included	0.00	Included	25	Included	
S375XVK9T-12255SE	S375XVK9T-12255SE	Cisco	CAT 3750X IOS UNIVERSAL WITH WEB BASE DEV MGR	Included	0.00	Included	25	Included	
C3KX-NM-1G	C3KX-NM-1G	Cisco	Catalyst 3K-X 1G Network Module option PID	500.00	0.00	500.00	25	12,500.00	
CAB-3KX-AC	CAB-3KX-AC	Cisco	AC Power Cord for Catalyst 3K-X (North America)	0.00	0.00	0.00	25	0.00	
GLC-SX-MM=	GLC-SX-MM=	Cisco	GE SFP, LC connector SX transceiver	500.00	0.00	500.00	25	12,500.00	
							WS-C3750X-48T-L	25	247,500.00
WS-X6748-SFP=	WS-X6748-SFP=	Cisco	Catalyst 6500 48-port CEF720 GigE Module (Req. SFPs)	25,000.00	0.00	25,000.00	2	50,000.00	
MEM-XCEF720-256M	MEM-XCEF720-256M	Cisco	Catalyst 6500 256MB DDR, xCEF720 (67xx interface, DFC3A)	Included	0.00	Included	2	Included	

Name	Catalog Num	Vendor	Description	Unit Price	Discount %	Final Price	Qty	Total Price	SmartNET
WS-F6700-CFC	WS-F6700-CFC	Cisco	Catalyst 6500 Central Fwd Card for WS-X67xx modules	Included	0.00	Included	2	Included	
GLC-SX-MM=	GLC-SX-MM=	Cisco	GE SFP, LC connector SX transceiver	500.00	0.00	500.00	96	48,000.00	
			WS-X6748-SFP=				2	98,000.00	
			Node 6 - Skokie(USD)				138	1,172,445.00	6,900.00
Skokie County Price								\$504,151.35	\$4,830.00

Quote No:
Project Name: Cook County Network Upgrade 8-5-12
Created On: 21 Aug 2012
Expiration Date: 5 Sep 2012
Created with Library: 14.5.842
Library Creation Date: 05 Aug 2012
Main Currency: USD
Price List Used: Cisco - Global Price List US Availability(Online)

Name	Catalog Num	Vendor	Description	Unit Price	Discount %	Final Price	Qty	Total Price	SmartNET
7600-SIP-400=	7600-SIP-400=	Cisco	Cisco 7600 Series SPA Interface Processor-400	35,000.00	0.00	35,000.00	2	70,000.00	
CON-SNT-7600SIP4	CON-SNT-7600SIP4	Cisco	SMARTNET 8X5XNBD 7600 Series SPA Interface Processor 400	2,940.00	0.00	2,940.00	2	5,880.00	
SPA-2XOC3-POS	SPA-2XOC3-POS	Cisco	2-port OC3/STM1 POS Shared Port Adapters	11,500.00	0.00	11,500.00	2	23,000.00	
7600-SPA	7600-SPA	Cisco	SPA for Cisco 7600; No Physical Part; For Tracking Only	Included	0.00	Included	2	Included	
CON-SNT-2XOC3	CON-SNT-2XOC3	Cisco	SMARTNET 8X5XNBD 2-port OC3/STM1 POS Shared	460.00	0.00	460.00	2		920
SFP-OC3-IR1	SFP-OC3-IR1	Cisco	OC3/STM1 SFP, Single-mode fiber, Intermediate Reach	800.00	0.00	800.00	2	1,600.00	
			7600-SIP-400=				2	100,480.00	
AIR-CAP3502I-AK910	AIR-CAP3502I-AK910	Cisco	802.11a/g/n Ctrlr-based 10APs w/CleanAir; Int; A Reg Domain	12,950.00	0.00	12,950.00	2	25,900.00	
AIR-AP-BRACKET-1	AIR-AP-BRACKET-1	Cisco	802.11n AP Low Profile Mounting Bracket (Default)	Included	0.00	Included	20	Included	
AIR-AP-T-RAIL-R	AIR-AP-T-RAIL-R	Cisco	Ceiling Grid Clip for Aironet APs - Recessed Mount (Default)	Included	0.00	Included	20	Included	
AIR-CAP3502I-ABULK	AIR-CAP3502I-ABULK	Cisco	BOM LEVEL BULK PACK PID FOR -A	Included	0.00	Included	20	Included	
S3G1RK9W8-12423JA	S3G1RK9W8-12423JA	Cisco	Cisco 3500 Series IOS Wireless LAN Controller-based Recovery	Included	0.00	Included	2	Included	
			AIR-CAP3502I-AK910				2	25,900.00	
C3925-VSEC/K9	C3925-VSEC/K9	Cisco	Cisco 3925 UC Sec. Bundle, PVD3-64, UC and SEC License P	11,995.00	0.00	11,995.00	1	11,995.00	
3900-FANASSY	3900-FANASSY	Cisco	Cisco 3925/3945 Fan Assembly (Bezel included)	Included	0.00	Included	1	Included	
C3900-SPE100/K9	C3900-SPE100/K9	Cisco	Cisco Services Performance Engine 100 for Cisco 3925	Included	0.00	Included	1	Included	
ISR-CCP-EXP	ISR-CCP-EXP	Cisco	Cisco Config Pro Express on Router Flash	Included	0.00	Included	1	Included	
MEM-3900-1GB-DEF	MEM-3900-1GB-DEF	Cisco	1GB DRAM (512MB+512MB) for Cisco 3925/3945 ISR (Default)	Included	0.00	Included	1	Included	
PVDM3-64	PVDM3-64	Cisco	64-channel high-density voice and video DSP module	Included	0.00	Included	1	Included	
PWR-3900-AC	PWR-3900-AC	Cisco	Cisco 3925/3945 AC Power Supply	Included	0.00	Included	1	Included	
SL-39-IPB-K9	SL-39-IPB-K9	Cisco	IP Base License for Cisco 3925/3945	Included	0.00	Included	1	Included	
SL-39-SEC-K9	SL-39-SEC-K9	Cisco	Security License for Cisco 3900 Series	Included	0.00	Included	1	Included	
SL-39-UC-K9	SL-39-UC-K9	Cisco	Unified Communication License for Cisco 3900 Series	Included	0.00	Included	1	Included	
CAB-AC	CAB-AC	Cisco	AC Power Cord (North America), C13, NEMA 5-15P, 2.1m	0.00	0.00	0.00	2	0.00	
CON-SNT-3925VSEC	CON-SNT-3925VSEC	Cisco	SMARTNET 8X5XNBD Cisco 3925 Voice Sec. Bundle, UC and SEC	1,100.00	0.00	1,100.00	1		1100
GLC-SX-MM	GLC-SX-MM	Cisco	GE SFP, LC connector SX transceiver	500.00	0.00	500.00	2	1,000.00	
MEM-CF-256U1GB	MEM-CF-256U1GB	Cisco	256MB to 1GB Compact Flash Upgrade for Cisco 1900,2900,3900	400.00	0.00	400.00	1	400.00	
NM-1T3/E3	NM-1T3/E3	Cisco	One port T3/E3 network module	8,500.00	0.00	8,500.00	1	8,500.00	
PWR-3900-AC/2	PWR-3900-AC/2	Cisco	Cisco 3925/3945 AC Power Supply (Secondary PS)	500.00	0.00	500.00	1	500.00	
S39UK9-15001M	S39UK9-15001M	Cisco	Cisco 3925-3945 IOS UNIVERSAL	0.00	0.00	0.00	1	0.00	
SM-NM-ADPTR	SM-NM-ADPTR	Cisco	Network Module Adapter for SM Slot on Cisco 2900, 3900	250.00	0.00	250.00	1	250.00	
			C3925-VSEC/K9				1	22,645.00	
CISCO2901/K9	CISCO2901/K9	Cisco	Cisco 2901 w/2 GE, 4 EHWIC, 2 DSP, 256MB CF, 512MB DRAM, IP Base	1,995.00	0.00	1,995.00	12	23,940.00	
ISR-CCP-EXP	ISR-CCP-EXP	Cisco	Cisco Config Pro Express on Router Flash	Included	0.00	Included	12	Included	
MEM-2900-512MB-DEF	MEM-2900-512MB-DEF	Cisco	512MB DRAM for Cisco 2901-2921 ISR (Default)	Included	0.00	Included	12	Included	
MEM-CF-256MB	MEM-CF-256MB	Cisco	256MB Compact Flash for Cisco 1900, 2900, 3900 ISR	Included	0.00	Included	12	Included	
PWR-2901-AC	PWR-2901-AC	Cisco	Cisco 2901 AC Power Supply	Included	0.00	Included	12	Included	
SL-29-IPB-K9	SL-29-IPB-K9	Cisco	IP Base License for Cisco 2901-2951	Included	0.00	Included	12	Included	
CAB-AC	CAB-AC	Cisco	AC Power Cord (North America), C13, NEMA 5-15P, 2.1m	0.00	0.00	0.00	12	0.00	
CON-SNT-2901	CON-SNT-2901	Cisco	SMARTNET 8X5XNBD Cisco 2901	305.00	0.00	305.00	12		3660
HWIC-1DSU-T1	HWIC-1DSU-T1	Cisco	1-Port T1/Fractional T1 DSU/CSU WAN Interface Card	1,000.00	0.00	1,000.00	12	12,000.00	
S29UK9-15001M	S29UK9-15001M	Cisco	Cisco 2901-2921 IOS UNIVERSAL	0.00	0.00	0.00	12	0.00	
			CISCO2901/K9				12	35,940.00	
WS-C3750X-24P-L	WS-C3750X-24P-L	Cisco	Catalyst 3750X 24 Port PoE LAN Base	6,000.00	0.00	6,000.00	25	150,000.00	
C3KX-PWR-715WAC	C3KX-PWR-715WAC	Cisco	Catalyst 3K-X 715W AC Power Supply	Included	0.00	Included	25	Included	
S375XVK9T-12255SE	S375XVK9T-12255SE	Cisco	CAT 3750X IOS UNIVERSAL WITH WEB BASE DEV MGR	Included	0.00	Included	25	Included	
C3KX-NM-1G	C3KX-NM-1G	Cisco	Catalyst 3K-X 1G Network Module option PID	500.00	0.00	500.00	25	12,500.00	
C3KX-PWR-715WAC/2	C3KX-PWR-715WAC/2	Cisco	Catalyst 3K-X 715W AC Secondary Power Supply	1,000.00	0.00	1,000.00	25	25,000.00	
CAB-3KX-AC	CAB-3KX-AC	Cisco	AC Power Cord for Catalyst 3K-X (North America)	0.00	0.00	0.00	50	0.00	
CAB-STACK-50CM	CAB-STACK-50CM	Cisco	Cisco StackWise 50CM Stacking Cable	0.00	0.00	0.00	25	0.00	
GLC-SX-MM=	GLC-SX-MM=	Cisco	GE SFP, LC connector SX transceiver	500.00	0.00	500.00	25	12,500.00	
			WS-C3750X-24P-L				25	200,000.00	
WS-C3750X-24T-L	WS-C3750X-24T-L	Cisco	Catalyst 3750X 24 Port Data LAN Base	5,200.00	0.00	5,200.00	50	260,000.00	
C3KX-PWR-350WAC	C3KX-PWR-350WAC	Cisco	Catalyst 3K-X 350W AC Power Supply	Included	0.00	Included	50	Included	
CAB-STACK-50CM	CAB-STACK-50CM	Cisco	Cisco StackWise 50CM Stacking Cable	Included	0.00	Included	50	Included	
S375XVK9T-12255SE	S375XVK9T-12255SE	Cisco	CAT 3750X IOS UNIVERSAL WITH WEB BASE DEV MGR	Included	0.00	Included	50	Included	
C3KX-NM-1G	C3KX-NM-1G	Cisco	Catalyst 3K-X 1G Network Module option PID	500.00	0.00	500.00	50	25,000.00	
CAB-3KX-AC	CAB-3KX-AC	Cisco	AC Power Cord for Catalyst 3K-X (North America)	0.00	0.00	0.00	50	0.00	
GLC-SX-MM=	GLC-SX-MM=	Cisco	GE SFP, LC connector SX transceiver	500.00	0.00	500.00	50	25,000.00	
			WS-C3750X-24T-L				50	310,000.00	
WS-C3750X-48T-L	WS-C3750X-48T-L	Cisco	Catalyst 3750X 48 Port Data LAN Base	8,900.00	0.00	8,900.00	25	222,500.00	
C3KX-PWR-350WAC	C3KX-PWR-350WAC	Cisco	Catalyst 3K-X 350W AC Power Supply	Included	0.00	Included	25	Included	
CAB-STACK-50CM	CAB-STACK-50CM	Cisco	Cisco StackWise 50CM Stacking Cable	Included	0.00	Included	25	Included	
S375XVK9T-12255SE	S375XVK9T-12255SE	Cisco	CAT 3750X IOS UNIVERSAL WITH WEB BASE DEV MGR	Included	0.00	Included	25	Included	
C3KX-NM-1G	C3KX-NM-1G	Cisco	Catalyst 3K-X 1G Network Module option PID	500.00	0.00	500.00	25	12,500.00	
CAB-3KX-AC	CAB-3KX-AC	Cisco	AC Power Cord for Catalyst 3K-X (North America)	0.00	0.00	0.00	25	0.00	
GLC-SX-MM=	GLC-SX-MM=	Cisco	GE SFP, LC connector SX transceiver	500.00	0.00	500.00	25	12,500.00	
			WS-C3750X-48T-L				25	247,500.00	
WS-X6748-SFP=	WS-X6748-SFP=	Cisco	Catalyst 6500 48-port CEF720 GiqE Module (Req. SFPs)	25,000.00	0.00	25,000.00	2	50,000.00	
MEM-XCEF720-256M	MEM-XCEF720-256M	Cisco	Catalyst 6500 256MB DDR, xCEF720 (67xx interface, DFC3A)	Included	0.00	Included	2	Included	

Name	Catalog Num	Vendor	Description	Unit Price	Discount %	Final Price	Qty	Total Price	SmartNET
WS-F6700-CFC	WS-F6700-CFC	Cisco	Catalyst 6500 Central Fwd Card for WS-X67xx modules	Included	0.00	Included	2	Included	
GLC-SX-MM=	GLC-SX-MM=	Cisco	GE SFP, LC connector SX transceiver	500.00	0.00	500.00	96	48,000.00	
			WS-X6748-SFP=				2	98,000.00	
Node 7 - Rolling Meadows(USD)							119	1,040,465.00	5,680.00
Rolling Meadows County Price								\$447,399.95	\$3,976.00

Quote No:
 Project Name: Cook County Network Upgrade 8-5-12
 Created On: 21 Aug 2012
 Expiration Date: 5 Sep 2012
 Created with Library: 14.5.842
 Library Creation Date: 05 Aug 2012
 Main Currency: USD
 Price List Used: Cisco - Global Price List US Availability(Online)

Name	Catalog Num	Vendor	Description	Unit Price	Discount %	Final Price	Qty	Total Price	SmartNET
C3925-VSEC/K9	C3925-VSEC/K9	Cisco	Cisco 3925 UC Sec. Bundle, PVDM3-64, UC and SEC License P	11,995.00	0.00	11,995.00	3	35,985.00	
3900-FANASSY	3900-FANASSY	Cisco	Cisco 3925/3945 Fan Assembly (Bezel included)	Included	0.00	Included	3	Included	
C3900-SPE100/K9	C3900-SPE100/K9	Cisco	Cisco Services Performance Engine 100 for Cisco 3925	Included	0.00	Included	3	Included	
ISR-CCP-EXP	ISR-CCP-EXP	Cisco	Cisco Config Pro Express on Router Flash	Included	0.00	Included	3	Included	
MEM-3900-1GB-DEF	MEM-3900-1GB-DEF	Cisco	1GB DRAM (512MB+512MB) for Cisco 3925/3945 ISR (Default)	Included	0.00	Included	3	Included	
PVDM3-64	PVDM3-64	Cisco	64-channel high-density voice and video DSP module	Included	0.00	Included	3	Included	
PWR-3900-AC	PWR-3900-AC	Cisco	Cisco 3925/3945 AC Power Supply	Included	0.00	Included	3	Included	
SL-39-IPB-K9	SL-39-IPB-K9	Cisco	IP Base License for Cisco 3925/3945	Included	0.00	Included	3	Included	
SL-39-SEC-K9	SL-39-SEC-K9	Cisco	Security License for Cisco 3900 Series	Included	0.00	Included	3	Included	
SL-39-UC-K9	SL-39-UC-K9	Cisco	Unified Communication License for Cisco 3900 Series	Included	0.00	Included	3	Included	
CAB-AC	CAB-AC	Cisco	AC Power Cord (North America), C13, NEMA 5-15P, 2.1m	0.00	0.00	0.00	6	0.00	
CON-SNT-3925VSEC	CON-SNT-3925VSEC	Cisco	SMARTNET 8X5XNBD Cisco 3925 Voice Sec. Bundle, UC and SEC	1,100.00	0.00	1,100.00	3		3300
GLC-SX-MM	GLC-SX-MM	Cisco	GE SFP, LC connector SX transceiver	500.00	0.00	500.00	6	3,000.00	
MEM-CF-256U1GB	MEM-CF-256U1GB	Cisco	256MB to 1GB Compact Flash Upgrade for Cisco 1900,2900,3900	400.00	0.00	400.00	3	1,200.00	
NM-1T3/E3	NM-1T3/E3	Cisco	One port T3/E3 network module	8,500.00	0.00	8,500.00	3	25,500.00	
PWR-3900-AC/2	PWR-3900-AC/2	Cisco	Cisco 3925/3945 AC Power Supply (Secondary PS)	500.00	0.00	500.00	3	1,500.00	
S39UK9-15001M	S39UK9-15001M	Cisco	Cisco 3925-3945 IOS UNIVERSAL	0.00	0.00	0.00	3	0.00	
SM-NM-ADPTR	SM-NM-ADPTR	Cisco	Network Module Adapter for SM Slot on Cisco 2900, 3900	250.00	0.00	250.00	3	750.00	
				C3925-VSEC/K9			3	67,935.00	
C3945E-VSEC/K9	C3945E-VSEC/K9	Cisco	Cisco 3945E UC Sec. Bundle, PVDM3-64, UC and SEC License	20,495.00	0.00	20,495.00	2	40,990.00	
3900-FANASSY	3900-FANASSY	Cisco	Cisco 3925/3945 Fan Assembly (Bezel included)	Included	0.00	Included	2	Included	
C3900-SPE250/K9	C3900-SPE250/K9	Cisco	Cisco Services Performance Engine 250 for Cisco 3945E	Included	0.00	Included	2	Included	
ISR-CCP-EXP	ISR-CCP-EXP	Cisco	Cisco Config Pro Express on Router Flash	Included	0.00	Included	2	Included	
PVDM3-64	PVDM3-64	Cisco	64-channel high-density voice and video DSP module	Included	0.00	Included	2	Included	
PWR-3900-AC	PWR-3900-AC	Cisco	Cisco 3925/3945 AC Power Supply	Included	0.00	Included	2	Included	
SL-39-IPB-K9	SL-39-IPB-K9	Cisco	IP Base License for Cisco 3925/3945	Included	0.00	Included	2	Included	
SL-39-SEC-K9	SL-39-SEC-K9	Cisco	Security License for Cisco 3900 Series	Included	0.00	Included	2	Included	
SL-39-UC-K9	SL-39-UC-K9	Cisco	Unified Communication License for Cisco 3900 Series	Included	0.00	Included	2	Included	
CAB-AC	CAB-AC	Cisco	AC Power Cord (North America), C13, NEMA 5-15P, 2.1m	0.00	0.00	0.00	4	0.00	
CON-SNT-3945EVSC	CON-SNT-3945EVSC	Cisco	SMARTNET 8X5XNBD Cisco3945E VoiceSecBun,PVDM3-64,UC/SEC	1,775.00	0.00	1,775.00	2		3550
GLC-SX-MM	GLC-SX-MM	Cisco	GE SFP, LC connector SX transceiver	500.00	0.00	500.00	4	2,000.00	
MEM-3900-1GU2GB	MEM-3900-1GU2GB	Cisco	1GB to 2GB DRAM Upgrade (1GB+1GB) for Cisco 3925/3945 ISR	700.00	0.00	700.00	2	1,400.00	
MEM-CF-256U1GB	MEM-CF-256U1GB	Cisco	256MB to 1GB Compact Flash Upgrade for Cisco 1900,2900,3900	400.00	0.00	400.00	2	800.00	
NM-1T3/E3	NM-1T3/E3	Cisco	One port T3/E3 network module	8,500.00	0.00	8,500.00	2	17,000.00	
PWR-3900-AC/2	PWR-3900-AC/2	Cisco	Cisco 3925/3945 AC Power Supply (Secondary PS)	500.00	0.00	500.00	2	1,000.00	
S39EUK9-15102T	S39EUK9-15102T	Cisco	Cisco 3925-3945 SPE IOS UNIVERSAL	0.00	0.00	0.00	2	0.00	
SM-NM-ADPTR	SM-NM-ADPTR	Cisco	Network Module Adapter for SM Slot on Cisco 2900, 3900	250.00	0.00	250.00	2	500.00	
				C3945E-VSEC/K9			2	63,690.00	
CISCO2901/K9	CISCO2901/K9	Cisco	Cisco 2901 w/2 GE,4 EHWIC,2 DSP,256MB CF,512MB DRAM,IP Base	1,995.00	0.00	1,995.00	13	25,935.00	
ISR-CCP-EXP	ISR-CCP-EXP	Cisco	Cisco Config Pro Express on Router Flash	Included	0.00	Included	13	Included	
MEM-2900-512MB-DEF	MEM-2900-512MB-DEF	Cisco	512MB DRAM for Cisco 2901-2921 ISR (Default)	Included	0.00	Included	13	Included	
MEM-CF-256MB	MEM-CF-256MB	Cisco	256MB Compact Flash for Cisco 1900, 2900, 3900 ISR	Included	0.00	Included	13	Included	
PWR-2901-AC	PWR-2901-AC	Cisco	Cisco 2901 AC Power Supply	Included	0.00	Included	13	Included	
SL-29-IPB-K9	SL-29-IPB-K9	Cisco	IP Base License for Cisco 2901-2951	Included	0.00	Included	13	Included	
CAB-AC	CAB-AC	Cisco	AC Power Cord (North America), C13, NEMA 5-15P, 2.1m	0.00	0.00	0.00	13	0.00	
CON-SNT-2901	CON-SNT-2901	Cisco	SMARTNET 8X5XNBD Cisco 2901	305.00	0.00	305.00	13		3965
HWIC-1DSU-T1	HWIC-1DSU-T1	Cisco	1-Port T1/Fractional T1 DSU/CSU WAN Interface Card	1,000.00	0.00	1,000.00	13	13,000.00	
S29UK9-15001M	S29UK9-15001M	Cisco	Cisco 2901-2921 IOS UNIVERSAL	0.00	0.00	0.00	13	0.00	
				CISCO2901/K9			13	38,935.00	
CISCO7606-S	CISCO7606-S	Cisco	Cisco 7606-S Chassis	0.00	0.00	0.00	2	0.00	
7600-SIP-400	7600-SIP-400	Cisco	Cisco 7600 Series SPA Interface Processor-400	35,000.00	0.00	35,000.00	2	70,000.00	
CON-SNT-7600SIP4	CON-SNT-7600SIP4	Cisco	SMARTNET 8X5XNBD 7600 Series SPA Interface Processor 400	2,940.00	0.00	2,940.00	2		5880
SPA-2XOC3-POS	SPA-2XOC3-POS	Cisco	2-port OC3/STM1 POS Shared Port Adapters	11,500.00	0.00	11,500.00	2	23,000.00	
7600-SPA	7600-SPA	Cisco	SPA for Cisco 7600; No Physical Part; For Tracking Only	Included	0.00	Included	2	Included	
CON-SNT-2XOC3	CON-SNT-2XOC3	Cisco	SMARTNET 8X5XNBD 2-port OC3/STM1 POS Shared	460.00	0.00	460.00	2		920
SFP-OC3-IR1	SFP-OC3-IR1	Cisco	OC3/STM1 SFP, Single-mode fiber, Intermediate Reach	800.00	0.00	800.00	2	1,600.00	
7606S-RSP7C-10G-P	7606S-RSP7C-10G-P	Cisco	Cisco 7606S Chassis,6-slot,RSP720-3C-10GE,PS	47,750.00	0.00	47,750.00	2	95,500.00	
PWR-2700-AC	PWR-2700-AC	Cisco	2700W AC power supply for CISCO7606	Included	0.00	Included	2	Included	
RSP720-3C-10GE	RSP720-3C-10GE	Cisco	Cisco 7600 Route Switch Processor 720Gbps fabric, PFC3C, 10G	Included	0.00	Included	2	Included	
2700W-AC/6	2700W-AC/6	Cisco	Dummy ID 2700 W AC Power Supply for 7606/7606-S	0.00	0.00	0.00	2	0.00	
CON-SNT-6S7C10GP	CON-SNT-6S7C10GP	Cisco	SMARTNET 8X5XNBD Cisco 7606S Chassis	4,011.00	0.00	4,011.00	2		8022
MEM-RSP720-CF512M	MEM-RSP720-CF512M	Cisco	C7600 RSP720 Compact Flash memory	995.00	0.00	995.00	2	1,990.00	
X2-10GB-SR	X2-10GB-SR	Cisco	10GBASE-SR X2 Module	1,995.00	0.00	1,995.00	4	7,980.00	
CAB-7513AC	CAB-7513AC	Cisco	AC POWER CORD NORTH AMERICA (110V)	0.00	0.00	0.00	4	0.00	
CON-SNT-C7606S	CON-SNT-C7606S	Cisco	SMARTNET 8X5XNBD Cisco 7606-S Chassis	0.00	0.00	0.00	2	0.00	0
FAN-MDD-6SHS	FAN-MDD-6SHS	Cisco	High Speed Fan Module for CISCO7606-S Chassis	0.00	0.00	0.00	2	0.00	
PWR-2700-AC	PWR-2700-AC	Cisco	2700W AC power supply for CISCO7606	3,000.00	0.00	3,000.00	2	6,000.00	
S764AIK9-12233SRE	S764AIK9-12233SRE	Cisco	Cisco 7600-RSP720 IOS ADVANCED IP SERVICES SSH	10,000.00	0.00	10,000.00	2	20,000.00	
WS-X6724-SFP	WS-X6724-SFP	Cisco	Catalyst 6500 24-port GigE Mod: fabric-enabled (Req. SFPs)	15,000.00	0.00	15,000.00	2	30,000.00	
MEM-XCEF720-256M	MEM-XCEF720-256M	Cisco	Catalyst 6500 256MB DDR, xCEF720 (67xx interface, DFC3A)	Included	0.00	Included	2	Included	
WS-F6700-CFC	WS-F6700-CFC	Cisco	Catalyst 6500 Central Fwd Card for WS-X67xx modules	Included	0.00	Included	2	Included	
GLC-SX-MM=	GLC-SX-MM=	Cisco	GE SFP, LC connector SX transceiver	500.00	0.00	500.00	16	8,000.00	
GLC-T=	GLC-T=	Cisco	1000BASE-T SFP	395.00	0.00	395.00	8	3,160.00	
				CISCO7606-S			2	267,230.00	

Name	Catalog Num	Vendor	Description	Unit Price	Discount %	Final Price	Qty	Total Price	SmartNET	
							Node 8 - Stroger(USD)	20	437,790.00	25,637.00
							Stroger County Price		\$188,249.70	\$17,945.90

Quote No:
Project Name: Cook County Network Upgrade 8-5-12
Created On: 21 Aug 2012
Expiration Date: 5 Sep 2012
Created with Library: 14.5.842
Library Creation Date: 05 Aug 2012
Main Currency: USD
Price List Used: Cisco - Global Price List US Availability(Online)

Name	Catalog Num	Vendor	Description	Unit Price	Discount %	Final Price	Qty	Total Price	SmartNET	
7600-SIP-400=	7600-SIP-400=	Cisco	Cisco 7600 Series SPA Interface Processor-400	35,000.00	0.00	35,000.00	2	70,000.00		
CON-SNT-7600SIP4	CON-SNT-7600SIP4	Cisco	SMARTNET 8X5XNBD 7600 Series SPA Interface Processor 400	2,940.00	0.00	2,940.00	2	5,880.00		
SPA-2XOC3-POS	SPA-2XOC3-POS	Cisco	2-port OC3/STM1 POS Shared Port Adapters	11,500.00	0.00	11,500.00	2	23,000.00		
7600-SPA	7600-SPA	Cisco	SPA for Cisco 7600; No Physical Part; For Tracking Only	Included	0.00	Included	2	Included		
CON-SNT-2XOC3	CON-SNT-2XOC3	Cisco	SMARTNET 8X5XNBD 2-port OC3/STM1 POS Shared	460.00	0.00	460.00	2		920	
SFP-OC3-IR1	SFP-OC3-IR1	Cisco	OC3/STM1 SFP, Single-mode fiber, Intermediate Reach	800.00	0.00	800.00	2	1,600.00		
							7600-SIP-400=	2	100,480.00	
AIR-CAP3502I-AK910	AIR-CAP3502I-AK910	Cisco	802.11a/g/n Ctrfr-based 10APs w/CleanAir; Int; A Reg Domain	12,950.00	0.00	12,950.00	2	25,900.00		
AIR-AP-BRACKET-1	AIR-AP-BRACKET-1	Cisco	802.11n AP Low Profile Mounting Bracket (Default)	Included	0.00	Included	20	Included		
AIR-AP-T-RAIL-R	AIR-AP-T-RAIL-R	Cisco	Ceiling Grid Clip for Aironet APs - Recessed Mount (Default)	Included	0.00	Included	20	Included		
AIR-CAP3502I-ABULK	AIR-CAP3502I-ABULK	Cisco	BOM LEVEL BULK PACK PID FOR -A	Included	0.00	Included	20	Included		
S3G1RK9W8-12423JA	S3G1RK9W8-12423JA	Cisco	Cisco 3500 Series IOS Wireless LAN Controller-based Recovery	Included	0.00	Included	2	Included		
							AIR-CAP3502I-AK910	2	25,900.00	
C3925-VSEC/K9	C3925-VSEC/K9	Cisco	Cisco 3925 UC Sec. Bundle, PVD3-64, UC and SEC License P	11,995.00	0.00	11,995.00	3	35,985.00		
3900-FANASSY	3900-FANASSY	Cisco	Cisco 3925/3945 Fan Assembly (Bezel included)	Included	0.00	Included	3	Included		
C3900-SPE100/K9	C3900-SPE100/K9	Cisco	Cisco Services Performance Engine 100 for Cisco 3925 ISR	Included	0.00	Included	3	Included		
ISR-CCP-EXP	ISR-CCP-EXP	Cisco	Cisco Config Pro Express on Router Flash	Included	0.00	Included	3	Included		
MEM-3900-1GB-DEF	MEM-3900-1GB-DEF	Cisco	1GB DRAM (512MB+512MB) for Cisco 3925/3945 ISR (Default)	Included	0.00	Included	3	Included		
PVDM3-64	PVDM3-64	Cisco	64-channel high-density voice and video DSP module	Included	0.00	Included	3	Included		
PWR-3900-AC	PWR-3900-AC	Cisco	Cisco 3925/3945 AC Power Supply	Included	0.00	Included	3	Included		
SL-39-IPB-K9	SL-39-IPB-K9	Cisco	IP Base License for Cisco 3925/3945	Included	0.00	Included	3	Included		
SL-39-SEC-K9	SL-39-SEC-K9	Cisco	Security License for Cisco 3900 Series	Included	0.00	Included	3	Included		
SL-39-UC-K9	SL-39-UC-K9	Cisco	Unified Communication License for Cisco 3900 Series	Included	0.00	Included	3	Included		
CAB-AC	CAB-AC	Cisco	AC Power Cord (North America), C13, NEMA 5-15P, 2.1m	0.00	0.00	0.00	6	0.00		
CON-SNT-3925VSEC	CON-SNT-3925VSEC	Cisco	SMARTNET 8X5XNBD Cisco 3925 Voice Sec. Bundle, UC and SEC	1,100.00	0.00	1,100.00	3		3300	
GLC-SX-MM	GLC-SX-MM	Cisco	GE SFP, LC connector SX transceiver	500.00	0.00	500.00	6	3,000.00		
MEM-CF-256U1GB	MEM-CF-256U1GB	Cisco	256MB to 1GB Compact Flash Upgrade for Cisco 1900,2900,3900	400.00	0.00	400.00	3	1,200.00		
NM-1T3/E3	NM-1T3/E3	Cisco	One port T3/E3 network module	8,500.00	0.00	8,500.00	3	25,500.00		
PWR-3900-AC/2	PWR-3900-AC/2	Cisco	Cisco 3925/3945 AC Power Supply (Secondary PS)	500.00	0.00	500.00	3	1,500.00		
S39UK9-15001M	S39UK9-15001M	Cisco	Cisco 3925-3945 IOS UNIVERSAL	0.00	0.00	0.00	3	0.00		
SM-NM-ADPTR	SM-NM-ADPTR	Cisco	Network Module Adapter for SM Slot on Cisco 2900, 3900 ISR	250.00	0.00	250.00	3	750.00		
							C3925-VSEC/K9	3	67,935.00	
WS-C3750X-24P-L	WS-C3750X-24P-L	Cisco	Catalyst 3750X 24 Port PoE LAN Base	6,000.00	0.00	6,000.00	25	150,000.00		
C3KX-PWR-715WAC	C3KX-PWR-715WAC	Cisco	Catalyst 3K-X 715W AC Power Supply	Included	0.00	Included	25	Included		
S375XVK9T-12255SE	S375XVK9T-12255SE	Cisco	CAT 3750X IOS UNIVERSAL WITH WEB BASE DEV MGR	Included	0.00	Included	25	Included		
C3KX-NM-1G	C3KX-NM-1G	Cisco	Catalyst 3K-X 1G Network Module option PID	500.00	0.00	500.00	25	12,500.00		
C3KX-PWR-715WAC/2	C3KX-PWR-715WAC/2	Cisco	Catalyst 3K-X 715W AC Secondary Power Supply	1,000.00	0.00	1,000.00	25	25,000.00		
CAB-3KX-AC	CAB-3KX-AC	Cisco	AC Power Cord for Catalyst 3K-X (North America)	0.00	0.00	0.00	50	0.00		
CAB-STACK-50CM	CAB-STACK-50CM	Cisco	Cisco StackWise 50CM Stacking Cable	0.00	0.00	0.00	25	0.00		
GLC-SX-MM=	GLC-SX-MM=	Cisco	GE SFP, LC connector SX transceiver	500.00	0.00	500.00	25	12,500.00		
							WS-C3750X-24P-L	25	200,000.00	
WS-C3750X-24T-L	WS-C3750X-24T-L	Cisco	Catalyst 3750X 24 Port Data LAN Base	5,200.00	0.00	5,200.00	50	260,000.00		
C3KX-PWR-350WAC	C3KX-PWR-350WAC	Cisco	Catalyst 3K-X 350W AC Power Supply	Included	0.00	Included	50	Included		
CAB-STACK-50CM	CAB-STACK-50CM	Cisco	Cisco StackWise 50CM Stacking Cable	Included	0.00	Included	50	Included		
S375XVK9T-12255SE	S375XVK9T-12255SE	Cisco	CAT 3750X IOS UNIVERSAL WITH WEB BASE DEV MGR	Included	0.00	Included	50	Included		
C3KX-NM-1G	C3KX-NM-1G	Cisco	Catalyst 3K-X 1G Network Module option PID	500.00	0.00	500.00	50	25,000.00		
CAB-3KX-AC	CAB-3KX-AC	Cisco	AC Power Cord for Catalyst 3K-X (North America)	0.00	0.00	0.00	50	0.00		
GLC-SX-MM=	GLC-SX-MM=	Cisco	GE SFP, LC connector SX transceiver	500.00	0.00	500.00	50	25,000.00		
							WS-C3750X-24T-L	50	310,000.00	
WS-C3750X-48T-L	WS-C3750X-48T-L	Cisco	Catalyst 3750X 48 Port Data LAN Base	8,900.00	0.00	8,900.00	25	222,500.00		
C3KX-PWR-350WAC	C3KX-PWR-350WAC	Cisco	Catalyst 3K-X 350W AC Power Supply	Included	0.00	Included	25	Included		
CAB-STACK-50CM	CAB-STACK-50CM	Cisco	Cisco StackWise 50CM Stacking Cable	Included	0.00	Included	25	Included		
S375XVK9T-12255SE	S375XVK9T-12255SE	Cisco	CAT 3750X IOS UNIVERSAL WITH WEB BASE DEV MGR	Included	0.00	Included	25	Included		
C3KX-NM-1G	C3KX-NM-1G	Cisco	Catalyst 3K-X 1G Network Module option PID	500.00	0.00	500.00	25	12,500.00		
CAB-3KX-AC	CAB-3KX-AC	Cisco	AC Power Cord for Catalyst 3K-X (North America)	0.00	0.00	0.00	25	0.00		
GLC-SX-MM=	GLC-SX-MM=	Cisco	GE SFP, LC connector SX transceiver	500.00	0.00	500.00	25	12,500.00		
							WS-C3750X-48T-L	25	247,500.00	
WS-X6748-SFP=	WS-X6748-SFP=	Cisco	Catalyst 6500 48-port CEF720 Gige Module (Req. SFPs)	25,000.00	0.00	25,000.00	2	50,000.00		
MEM-XCEF720-256M	MEM-XCEF720-256M	Cisco	Catalyst 6500 256MB DDR, xCEF720 (67xx interface, DFC3A)	Included	0.00	Included	2	Included		
WS-F6700-CFC	WS-F6700-CFC	Cisco	Catalyst 6500 Central Fwd Card for WS-X67xx modules	Included	0.00	Included	2	Included		
GLC-SX-MM=	GLC-SX-MM=	Cisco	GE SFP, LC connector SX transceiver	500.00	0.00	500.00	96	48,000.00		
							WS-X6748-SFP=	2	98,000.00	
							Node 9 - Domestic Violence(USD)	109	1,049,815.00	4,220.00
								Domestic Violence County Price	\$451,420.45	\$2,954.00

Quote No:
 Project Name: Cook County Network Upgrade 8-5-12
 Created On: 21 Aug 2012
 Expiration Date: 5 Sep 2012
 Created with Library: 14.5.842
 Library Creation Date: 05 Aug 2012
 Main Currency: USD
 Price List Used: Cisco - Global Price List US Availability(Online)

Name	Catalog Num	Vendor	Description	Unit Price	Discount %	Final Price	Qty	Total Price	SmartNET
7600-SIP-400=	7600-SIP-400=	Cisco	Cisco 7600 Series SPA Interface Processor-400	35,000.00	0.00	35,000.00	2	70,000.00	
CON-SNT-7600SIP4	CON-SNT-7600SIP4	Cisco	SMARTNET 8X5XNBD 7600 Series SPA Interface Processor 400	2,940.00	0.00	2,940.00	2	5,880.00	
SPA-2XOC3-POS	SPA-2XOC3-POS	Cisco	2-port OC3/STM1 POS Shared Port Adapters	11,500.00	0.00	11,500.00	2	23,000.00	
7600-SPA	7600-SPA	Cisco	SPA for Cisco 7600; No Physical Part; For Tracking Only	Included	0.00	Included	2	Included	
CON-SNT-2XOC3	CON-SNT-2XOC3	Cisco	SMARTNET 8X5XNBD 2-port OC3/STM1 POS Shared	460.00	0.00	460.00	2		920
SFP-OC3-IR1	SFP-OC3-IR1	Cisco	OC3/STM1 SFP, Single-mode fiber, Intermediate Reach	800.00	0.00	800.00	2	1,600.00	
			7600-SIP-400=				2	100,480.00	
ACE-4710-02-K9	ACE-4710-02-K9	Cisco	ACE 4710 Hardware-2Gbps-7500SSL-2GComp-20VC	39,995.00	0.00	39,995.00	2	79,990.00	
ACE-4710-02-LIC	ACE-4710-02-LIC	Cisco	ACE 4710 2Gig License Bundle	Included	0.00	Included	2	Included	
ACE-AP-SW-5.1	ACE-AP-SW-5.1	Cisco	ACE Appliance SW 5.1	Included	0.00	Included	2	Included	
CAB-AC	CAB-AC	Cisco	AC Power Cord (North America), C13, NEMA 5-15P, 2.1m	0.00	0.00	0.00	2	0.00	
CON-SNT-ACE4712K	CON-SNT-ACE4712K	Cisco	SMARTNET 8X5XNBD ACE 4710 Hardware-2Gbps-7500SSL-2GComp-2	6,599.00	0.00	6,599.00	2		13198
			ACE-4710-02-K9				2	79,990.00	
C3945E-VSEC/K9	C3945E-VSEC/K9	Cisco	Cisco 3945E UC Sec. Bundle, PVDM3-64, UC and SEC License	20,495.00	0.00	20,495.00	2	40,990.00	
3900-FANASSY	3900-FANASSY	Cisco	Cisco 3925/3945 Fan Assembly (Bezel included)	Included	0.00	Included	2	Included	
C3900-SPE250/K9	C3900-SPE250/K9	Cisco	Cisco Services Performance Engine 250 for Cisco 3945E ISR	Included	0.00	Included	2	Included	
ISR-CCP-EXP	ISR-CCP-EXP	Cisco	Cisco Config Pro Express on Router Flash	Included	0.00	Included	2	Included	
PVDM3-64	PVDM3-64	Cisco	64-channel high-density voice and video DSP module	Included	0.00	Included	2	Included	
PWR-3900-AC	PWR-3900-AC	Cisco	Cisco 3925/3945 AC Power Supply	Included	0.00	Included	2	Included	
SL-39-IPB-K9	SL-39-IPB-K9	Cisco	IP Base License for Cisco 3925/3945	Included	0.00	Included	2	Included	
SL-39-SEC-K9	SL-39-SEC-K9	Cisco	Security License for Cisco 3900 Series	Included	0.00	Included	2	Included	
SL-39-UC-K9	SL-39-UC-K9	Cisco	Unified Communication License for Cisco 3900 Series	Included	0.00	Included	2	Included	
CAB-AC	CAB-AC	Cisco	AC Power Cord (North America), C13, NEMA 5-15P, 2.1m	0.00	0.00	0.00	4	0.00	
CON-SNT-3945EVSC	CON-SNT-3945EVSC	Cisco	SMARTNET 8X5XNBD Cisco3945E VoiceSecBun,PVDM3-64,UC/SEC	1,775.00	0.00	1,775.00	2		3550
GLC-SX-MM	GLC-SX-MM	Cisco	GE SFP, LC connector SX transceiver	500.00	0.00	500.00	4	2,000.00	
MEM-3900-1GU2GB	MEM-3900-1GU2GB	Cisco	1GB to 2GB DRAM Upgrade (1GB+1GB) for Cisco 3925/3945 ISR	700.00	0.00	700.00	2	1,400.00	
MEM-CF-256U1GB	MEM-CF-256U1GB	Cisco	256MB to 1GB Compact Flash Upgrade for Cisco 1900,2900,3900	400.00	0.00	400.00	2	800.00	
PWR-3900-AC/2	PWR-3900-AC/2	Cisco	Cisco 3925/3945 AC Power Supply (Secondary PS)	500.00	0.00	500.00	2	1,000.00	
S39EUK9-15102T	S39EUK9-15102T	Cisco	Cisco 3925-3945 SPE IOS UNIVERSAL	0.00	0.00	0.00	2	0.00	
			C3945E-VSEC/K9				2	46,190.00	
			Node 10 - Hawthorne Warehouse(USD)				6	226,660.00	17,668.00
			Hawthorne Warehouse County Price					\$97,463.80	\$12,367.60

Price List Used:
Cisco - Global Price List US Availability(Online)

Name	Catalog Num	Vendor	Description	Unit Price	Discount %	Final Price	Qty	Total Price	SmartNET	
C3925-VSEC/K9	C3925-VSEC/K9	Cisco	Cisco 3925 UC Sec. Bundle, PVDM3-64, UC and SEC License P	11,995.00	0.00	11,995.00	2	23,990.00		
3900-FANASSY	3900-FANASSY	Cisco	Cisco 3925/3945 Fan Assembly (Bezel included)	Included	0.00	Included	2	Included		
C3900-SPE100/K9	C3900-SPE100/K9	Cisco	Cisco Services Performance Engine 100 for Cisco 3925 ISR	Included	0.00	Included	2	Included		
ISR-CCP-EXP	ISR-CCP-EXP	Cisco	Cisco Config Pro Express on Router Flash	Included	0.00	Included	2	Included		
MEM-3900-1GB-DEF	MEM-3900-1GB-DEF	Cisco	1GB DRAM (512MB+512MB) for Cisco 3925/3945 ISR (Default)	Included	0.00	Included	2	Included		
PVDM3-64	PVDM3-64	Cisco	64-channel high-density voice and video DSP module	Included	0.00	Included	2	Included		
PWR-3900-AC	PWR-3900-AC	Cisco	Cisco 3925/3945 AC Power Supply	Included	0.00	Included	2	Included		
SL-39-IPB-K9	SL-39-IPB-K9	Cisco	IP Base License for Cisco 3925/3945	Included	0.00	Included	2	Included		
SL-39-SEC-K9	SL-39-SEC-K9	Cisco	Security License for Cisco 3900 Series	Included	0.00	Included	2	Included		
SL-39-UC-K9	SL-39-UC-K9	Cisco	Unified Communication License for Cisco 3900 Series	Included	0.00	Included	2	Included		
CAB-AC	CAB-AC	Cisco	AC Power Cord (North America), C13, NEMA 5-15P, 2.1m	0.00	0.00	0.00	4	0.00		
CON-SNT-3925VSEC	CON-SNT-3925VSEC	Cisco	SMARTNET 8X5XNBD Cisco 3925 Voice Sec. Bundle, UC and SEC	1,100.00	0.00	1,100.00	2	2,200.00		
GLC-SX-MM	GLC-SX-MM	Cisco	GE SFP, LC connector SX transceiver	500.00	0.00	500.00	4	2,000.00		
MEM-CF-256U1GB	MEM-CF-256U1GB	Cisco	256MB to 1GB Compact Flash Upgrade for Cisco 1900,2900,3900	400.00	0.00	400.00	2	800.00		
NM-1T3/E3	NM-1T3/E3	Cisco	One port T3/E3 network module	8,500.00	0.00	8,500.00	2	17,000.00		
PWR-3900-AC/2	PWR-3900-AC/2	Cisco	Cisco 3925/3945 AC Power Supply (Secondary PS)	500.00	0.00	500.00	2	1,000.00		
S39UK9-15001M	S39UK9-15001M	Cisco	Cisco 3925-3945 IOS UNIVERSAL	0.00	0.00	0.00	2	0.00		
SM-NM-ADPTR	SM-NM-ADPTR	Cisco	Network Module Adapter for SM Slot on Cisco 2900, 3900 ISR	250.00	0.00	250.00	2	500.00		
							C3925-VSEC/K9	2	47,490.00	
							Node 11 - Oak Forest(USD)	2	47,490.00	2,200.00
Oak Forest County Price								\$20,420.70	\$1,540.00	

Quote No:
 Project Name: Cook County Network Upgrade 8-5-12
 Created On: 21 Aug 2012
 Expiration Date: 5 Sep 2012
 Created with Library: 14.5.842
 Library Creation Date: 05 Aug 2012
 Main Currency: USD
 Price List Used: Cisco - Global Price List US Availability(Online)

Name	Catalog Num	Vendor	Description	Unit Price	Discount %	Final Price	Qty	Total Price
CON-SAU-WCSAB1C	CON-SAU-WCSAB1C	Cisco	SW APP SUPP + UPGR WCS Base License for 100 APs	1,199.00	0.00	1,199.00	1	1,199.00
CON-SNT-7600SIP2	CON-SNT-7600SIP2	Cisco	SMARTNET 8X5XNBD 7600 Series SPA Interface Processor 200	1,512.00	0.00	1,512.00	14	21,168.00
CON-SNT-8XCHT1E1	CON-SNT-8XCHT1E1	Cisco	SMARTNET 8X5XNBD 8Prt Channel T1/E1	440.00	0.00	440.00	24	10,560.00
CON-SNT-AS1SBK9	CON-SNT-AS1SBK9	Cisco	SMARTNET 8X5XNBD ASA5510 Sec+ w/150 VPN Prs,5FE,3DES/AES	539.00	0.00	539.00	8	4,312.00
CON-SNT-AS2BUNK9	CON-SNT-AS2BUNK9	Cisco	SMARTNET 8X5XNBD ASA5520 w/300 VPN Prs, 4GE+1FE,3DES/AES	959.00	0.00	959.00	4	3,836.00
CON-SNT-AS4BUNK9	CON-SNT-AS4BUNK9	Cisco	SMARTNET 8X5XNBD ASA 5540 with HA, 3DES/AES	2,039.00	0.00	2,039.00	4	8,156.00
CON-SNT-C6509VE	CON-SNT-C6509VE	Cisco	SMARTNET 8X5XNBD WS-C6509-V-E	6,825.00	0.00	6,825.00	17	116,025.00
CON-SNT-CT08100	CON-SNT-CT08100	Cisco	SMARTNET 8X5XNBD Cisco 5508 Series	3,200.00	0.00	3,200.00	2	6,400.00
CON-SNT-CT0812	CON-SNT-CT0812	Cisco	SMARTNET 8X5XNBD Cisco 5508 Series Wi	880.00	0.00	880.00	1	880.00
CON-SNT-CT0850	CON-SNT-CT0850	Cisco	SMARTNET 8X5XNBD 5508 Series Controll	1,800.00	0.00	1,800.00	1	1,800.00
						Legacy Smartnet(USD)	76	174,336.00
						Legacy County Price		\$122,035.20

5. Scheduling and Timeframes

The scheduling of services is arranged by the SSI Services Department. In order to maintain the highest level of quality service, we forecast engineers with a 5-15 business day lead-time schedule. We, of course, defer to your thoughts as to the best time in order to minimize impact on Cook County operations.

In the event that you need to alter the time frame during this project, please contact the Services department at 847-272-6160. Every possible effort will be made to accommodate your Cook County nge in schedule. Normal work hours are defined as weekdays and non-holidays from 9:00 A.M. to 5:00 P. M. *Work scheduled outside of normal work hours will be billed at 1.5 times the standard hourly rate defined below.

6. Pricing

6.1. Consulting and Integration Lab Fees

Services will be provided for the fixed fee listed below.

Consulting and Integration Lab	Qty.	Cost
Lead Network Architect (CCIE) Network Engineer - Low Voltage Union Member Lab Engineer Project Manager	Approximately 3311 hours	\$380,212.50
Storage and Inventory Staging and Burn-in Lab Usage Fees Delivery	Approximately 1100 Devices	

Payment Schedule:

- 30% Start of the project
- 30% Completion of inventory and warehousing of all Cisco equipment at SSI staging location.
- 30% Completion of phase-1 – Ironport, Core routers and OPTEMAN deployment
- 10% Project Completion – All equipment delivered from warehouse

SSI will warehouse approximately 1100 devices for up to 2 years and will ship equipment based on Cook County's schedule.

County Price Proposal:

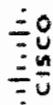
County Broadband Project

Of the total contract award, \$1,277,042.90 is allocated for the Bureau of Technology Broadband Project.

COUNTY BROADBAND NETWORK EQUIPMENT COSTS

Segments	Locations on the High Speed Optical Network	Hardware and Software				Project Total	Segment Totals
		SmartNet	Installation	Software	SmartNet		
1	Cook County Down Town Campus	\$ 338,726.05	\$103,000.00	\$ 55,540.80	\$ 497,266.85		
1	Stroger Hospital	\$ 68,870.95	\$26,000.00	\$11,307.80	\$ 106,178.75		
	<i>Segment 1 Total</i>					\$ 603,445.60	
2	26th/California Courthouse	\$ 68,870.95	\$26,000.00	\$11,307.80	\$ 106,178.75		
2	Hawthorne Warehouse	\$ 68,956.95	\$26,000.00	\$11,307.80	\$ 106,264.75		
2	County AMP	\$ 43,655.75	\$8,000.00	\$5,689.60	\$ 57,345.35		
	<i>Segment 2 Total</i>					\$ 269,788.85	
3	Oak Forest Hospital	\$ 98,162.55	\$31,000.00	\$15,245.30	\$ 144,407.85		
3	Markham Courthouse	\$ 98,162.55	\$31,000.00	\$15,245.30	\$ 144,407.85		
	<i>Segment 3 Total</i>					\$ 288,815.70	
4	Provident	\$ 68,784.95	\$34,900.00	\$11,307.80	\$ 114,992.75		
	<i>Segment 4 Total</i>					\$ 114,992.75	
	TOTAL	\$ 854,190.70	\$285,900.00	\$136,952.20	\$ 1,277,042.90	\$ 1,277,042.90	

SmartNet is annual maintenance on the hardware and software; technical support 24 hours a day, software updates, and advanced replacement of hardware
 Installation includes: project management, physical installation of the hardware, configuration and design of the overall solution, software programming, and documentation



Price Quotation

Description: All Sites
 Date: 8/20/2012
 To: Customer

Quote No.: TBD
 Deal ID: TBD

Hardware	Product Number	Product Description	List Price	Disc %	Unit Price	Qty	Extended Price	County	Stroger	26th & Cal	Hawthorne	Oak Forest	Markham	Providence	Quan
	15454-BLANK=	Empty slot Filler Panel	225.00	0.0%	225.00	16	3,600.00		2	2	2	2	2	2	2
	15454-M6-SA=	6 service slot MSTP shelf, includes M-SHIPKIT, M6-FTF, BRKTS	800.00	0.0%	800.00	10	8,000.00		3	1	1	1	1	1	1
	15454-M6-FA=	6 service slot MSTP chassis fan tray	200.00	0.0%	200.00	10	2,000.00		3	1	1	1	1	1	1
	15454-M6-LCD=	6 service slot MSTP chassis LCD Display with backup Memory	80.00	0.0%	80.00	10	800.00		3	1	1	1	1	1	1
	15454-M6-ECU=	6 service slot MSTP chassis external cable connections	150.00	0.0%	150.00	3	450.00		3	1	1	1	1	1	1
	15454-M6-DR	6 service slot MSTP chassis door	40.00	0.0%	40.00	10	400.00		3	1	1	1	1	1	1
	15454-M6-DC=	6 service slot MSTP chassis 40A DC power filter	125.00	0.0%	125.00	8	1,000.00		3	1	1	1	1	1	1
	15454-M6-AC=	6 service slot MSTP chassis AC power supply	250.00	0.0%	250.00	12	3,000.00		6	2	2	2	2	2	2
	15454-M-TNC-K9=	Transport Node Controller for M2 and M6 Chassis	6,500.00	0.0%	6,500.00	14	91,000.00		2	2	2	2	2	2	2
	15454-M-TSC-K9=	Transport Shelf Controller for M2 and M6 Chassis	3,250.00	0.0%	3,250.00	6	19,500.00		4	2	2	2	2	2	2
	SF15454-MR-R9-4-0N9	15454 ANSI MSTP R9-4.0 SW, Pre-loaded on TCC3, TNC/E, T5C/E	0.00	0.0%	0.00	6	0.00		6	2	2	2	2	2	2
	15454-R9-4-0SWK9=	15454 ANSI ETSI MSTP Rel. 9.4.0 Pkgs., DVD, RTU License	1,995.00	0.0%	1,995.00	10	19,950.00		3	1	1	1	1	1	1
	15454-M-ACL6-L=	AC pwr cable for Data Center	75.00	0.0%	75.00	6	450.00		3	1	1	1	1	1	1
	15454-M-ACL6-R=	AC pwr cable for Data Center	75.00	0.0%	75.00	6	450.00		3	1	1	1	1	1	1
	15454-M-USBCBL=	USB cable for passive devices	80.00	0.0%	80.00	16	1,280.00		4	2	2	2	2	2	2
	15454-SMR1-LIC=	SM ROADM 1-PRE-AMP 100GHZ-CBAND-10ch License Restricted	16,500.00	0.0%	16,500.00	8	132,000.00		2	2	2	2	2	2	2
	15454-SMR2-LIC=	SM ROADM 2-PRE-AMP-BST 100GHZ-CBAND-10ch License Restricted	37,500.00	0.0%	37,500.00	8	300,000.00		4	2	2	2	2	2	2
	15454-PP-4-SMR=	1RU 4-Degree SM ROADM Mesh Patch Panel	8,000.00	0.0%	8,000.00	1	8,000.00		1	1	1	1	1	1	1
	15454-MPO-XMPO-2=	Multi-fiber patchcord - MPO to MPO Crossed - 2m	750.00	0.0%	750.00	2	1,500.00		2	2	2	2	2	2	2
	15454-MPO-MPO-2=	Multi-fiber patchcord - MPO to MPO - 2m	750.00	0.0%	750.00	4	3,000.00		4	2	2	2	2	2	2
	15216-MD-ODD-LIC=	Mux demux patch panel 100GHZ ODD 10ch License restricted	10,000.00	0.0%	10,000.00	16	160,000.00		4	2	2	2	2	2	2
	15454-OPT-PRE=	ONS 15454 Optical Pre-Amplifier Module	18,500.00	0.0%	18,500.00	2	37,000.00		2	2	2	2	2	2	2
	15454-OSC-CSM=	ONS 15454 Combiner and Separator with OSC Module	6,500.00	0.0%	6,500.00	2	13,000.00		2	2	2	2	2	2	2
	ONS-SE-1515-1510=	SFP - OC3/STM1 CWDM, 1510 nm, EXT	2,100.00	0.0%	2,100.00	16	33,600.00		4	2	2	2	2	2	2
	15454-OTU2-XP=	4 X OTN 10G MR TRANSPONDER	17,000.00	0.0%	17,000.00	24	408,000.00		12	2	2	2	2	2	2
	15216-DCU-SA=	Mechanical shelf (housing 2 DCM)	560.00	0.0%	560.00	8	4,480.00		2	2	2	2	2	2	2
	15216-DCU-350=	DCF of -350 ps/nm and 40B loss	4,900.00	0.0%	4,900.00	4	19,600.00		2	2	2	2	2	2	2
	15216-DCU-450=	DCF of -450 ps/nm	5,600.00	0.0%	5,600.00	2	11,200.00		2	2	2	2	2	2	2
	15216-DCU-950=	DCF of -950 ps/nm	9,200.00	0.0%	9,200.00	2	18,400.00		2	2	2	2	2	2	2
	15216-DCU-1150=	DCF of -1150 ps/nm and 8dB loss	10,500.00	0.0%	10,500.00	4	42,000.00		2	2	2	2	2	2	2
	15216-DCU-1350=	DCF of -1350 ps/nm	14,100.00	0.0%	14,100.00	2	28,200.00		2	2	2	2	2	2	2
	15454-LC-LC-2=	Fiber patchcord - LC to LC - 2m	90.00	0.0%	90.00	182	16,380.00		16	16	16	16	16	16	16
	15216-ATT-LC-10=	Bulk Attenuator - LC Connector - 10dB	200.00	0.0%	200.00	10	2,000.00		2	2	2	2	2	2	2
	ONS-XC-10G-51=	XFP - OC192/STM64/10GE - 1310 SR - SM LC	4,800.00	0.0%	4,800.00	24	115,200.00		12	2	2	2	2	2	2
	ONS-XC-10G-EP54-1=	10G MR, XFP, Edge Performance 1554.13, 100 GHz, LC	10,000.00	0.0%	10,000.00	4	40,000.00		2	2	2	2	2	2	2
	ONS-XC-10G-EP54-9=	10G MR, XFP, Edge Performance 1554.94, 100 GHz, LC	10,000.00	0.0%	10,000.00	4	40,000.00		2	2	2	2	2	2	2
	ONS-XC-10G-EP55-7=	10G MR, XFP, Edge Performance 1555.75, 100 GHz, LC	10,000.00	0.0%	10,000.00	4	40,000.00		2	2	2	2	2	2	2
	ONS-XC-10G-EP56-5=	10G MR, XFP, Edge Performance 1556.55, 100 GHz, LC	10,000.00	0.0%	10,000.00	4	40,000.00		2	2	2	2	2	2	2
	ONS-XC-10G-EP58-1=	10G MR, XFP, Edge Performance 1558.17, 100 GHz, LC	10,000.00	0.0%	10,000.00	8	80,000.00		4	2	2	2	2	2	2

Product Number	Product Description	List Price	Disc %	Unit Price	Qty	Extended Price	Quan						
ONS-XC-10G-EP58-9=	10G MR, XFP, Edge Performance 1558.98, 100 GHz, LC	10,000.00	0.0%	10,000.00	8	80,000.00	4	2	2	2	2	2	2
ONS-XC-10G-EP59-7=	10G MR, XFP, Edge Performance 1559.79, 100 GHz, LC	10,000.00	0.0%	10,000.00	8	80,000.00	4	2	2	2	2	2	2
ONS-XC-10G-EP60-6=	10G MR, XFP, Edge Performance 1560.61, 100 GHz, LC	10,000.00	0.0%	10,000.00	8	80,000.00	4	2	2	2	2	2	2
Hardware total =						1,986,490.00	\$787,735.00	\$160,165.00	\$160,165.00	\$228,285.00	\$160,365.00	\$228,285.00	\$159,965.00
Country Price =						\$338,726.05	\$68,870.95	\$68,870.95	\$68,870.95	\$98,162.55	\$68,956.95	\$98,162.55	\$68,784.95
SmartNet total =						\$195,646.00	\$79,344.00	\$16,154.00	\$16,154.00	\$21,779.00	\$16,154.00	\$21,779.00	\$16,154.00
Cook Country Price =						\$55,540.80	\$11,307.80	\$11,307.80	\$11,307.80	\$15,245.30	\$11,307.80	\$15,245.30	\$11,307.80
CON-SNTP-15454M6S	SMARTNET 24X7X4 6 svc slot N5TP shelf, incl M-SHIPKIT	66.00	0.0%	66.00	10	660.00	3	1	1	1	1	1	1
CON-SNTP-15454M39	SMARTNET 24X7X4 Transport Node Controller for M2	541.00	0.0%	541.00	14	7,574.00	2	2	2	2	2	2	2
CON-SNTP-15454M7	SMARTNET 24X7X4 Transport Shelf Controller	270.00	0.0%	270.00	6	1,620.00	4	2	2	2	2	2	2
CON-SNTP-15454SMR	SMARTNET 24X7X4 SM ROADM 1-PRE-AMP 100GHZ-CBAND	1,819.00	0.0%	1,819.00	8	14,552.00	2	2	2	2	2	2	2
CON-SNTP-15454SM2	SMARTNET 24X7X4 SM ROADM 2-PRE-AMP-BST 100GHZ-CBAND	3,562.00	0.0%	3,562.00	8	28,496.00	4	2	2	2	2	2	2
CON-SNTP-4PP45MR	SMARTNET 24X7X4 1RU 4-Degree SM ROADM	664.00	0.0%	664.00	1	664.00	1	2	2	2	2	2	2
CON-SNTP-15216MDO	SMARTNET 24X7X4 Mux demux patch panel 100GHZ ODD	830.00	0.0%	830.00	16	13,280.00	4	2	2	2	2	2	2
CON-SNTP-15454QPB	24x7x4 Svc, 15454 Pre-Amp/Booster Mod	1,537.00	0.0%	1,537.00	2	3,074.00	2	2	2	2	2	2	2
CON-SNTP-15454SM	24X7X4 Svc, 15454 Combiner and Separator with OSC	541.00	0.0%	541.00	2	1,082.00	2	2	2	2	2	2	2
CON-SNTP-1551510	SMARTNET 24X7X4 SFP - OC3/STM1 CWDM	269.00	0.0%	269.00	16	4,304.00	4	2	2	2	2	2	2
CON-SNTP-15454OT	SMARTNET 24X7X4 4 X OTN 10G MR TRANS	1,411.00	0.0%	1,411.00	24	33,864.00	12	2	2	2	2	2	2
CON-SNTP-216DCUSA	SMARTNET 24X7X4 Mechanical shelf (housing 2 DGM)	47.00	0.0%	47.00	8	376.00	2	2	2	2	2	2	2
CON-SNTP-216DCU350	SMARTNET 24X7X4 DCF of -350 ps/nm an	408.00	0.0%	408.00	4	1,632.00	2	1	1	1	1	1	1
CON-SNTP-216DC	SMARTNET 24X7X4 DCF of -450 ps/nm	465.00	0.0%	465.00	2	930.00	2	2	2	2	2	2	2
CON-SNTP-15216D95	SMARTNET 24X7X4 DCF of -950 ps/nm	764.00	0.0%	764.00	2	1,528.00	2	1	1	1	1	1	1
CON-SNTP-216DCU115	SMARTNET 24X7X4 DCF of -1150 ps/nm a	873.00	0.0%	873.00	4	3,492.00	2	1	1	1	1	1	1
CON-SNTP-DCU1350	SMARTNET 24X7X4 DCF of -1350 ps/nms	1,171.00	0.0%	1,171.00	2	2,342.00	2	2	2	2	2	2	2
CON-SNTP-ONS10G51	SMARTNET 24X7X4 XFP - OC192/STM64/10	614.00	0.0%	614.00	24	14,736.00	12	2	2	2	2	2	2
CON-SNTP-ONSPE541	SMARTNET 24X7X4 10G MR, XFP, Edge Performance 1554.13, 10	1,280.00	0.0%	1,280.00	4	5,120.00	2	2	2	2	2	2	2
CON-SNTP-ONSPE549	SMARTNET 24X7X4 10G MR, XFP, Edge Performance 1554.94, 10	1,280.00	0.0%	1,280.00	4	5,120.00	2	2	2	2	2	2	2
CON-SNTP-ONSPE557	SMARTNET 24X7X4 10G MR, XFP, Edge Performance 1555.75, 10	1,280.00	0.0%	1,280.00	4	5,120.00	2	2	2	2	2	2	2
CON-SNTP-ONSPE565	SMARTNET 24X7X4 10G MR, XFP, Edge Performance 1556.55, 10	1,280.00	0.0%	1,280.00	4	5,120.00	2	2	2	2	2	2	2
CON-SNTP-ONSPE581	SMARTNET 24X7X4 10G MR, XFP, Edge Performance 1558.17, 10	1,280.00	0.0%	1,280.00	8	10,240.00	4	2	2	2	2	2	2
CON-SNTP-ONSPE589	SMARTNET 24X7X4 10G MR, XFP, Edge Performance 1558.98, 10	1,280.00	0.0%	1,280.00	8	10,240.00	4	2	2	2	2	2	2
CON-SNTP-ONSPE597	SMARTNET 24X7X4 10G MR, XFP, Edge Performance 1559.79, 10	1,280.00	0.0%	1,280.00	8	10,240.00	4	2	2	2	2	2	2
CON-SNTP-ONSPE606	SMARTNET 24X7X4 10G MR, XFP, Edge Performance 1560.61, 10	1,280.00	0.0%	1,280.00	8	10,240.00	4	2	2	2	2	2	2
SmartNet total =						\$195,646.00	\$79,344.00	\$16,154.00	\$16,154.00	\$21,779.00	\$16,154.00	\$21,779.00	\$16,154.00
Cook Country Price =						\$55,540.80	\$11,307.80	\$11,307.80	\$11,307.80	\$15,245.30	\$11,307.80	\$15,245.30	\$11,307.80

This design and quotation is based upon information regarding characteristics of the outside plant optical fiber provided by the customer and/or fiber provider. Cisco is not responsible for changes to the network, including but not limited to the need for additional hardware or the unavailability of certain traffic demands, required due to variation in the actual observed fiber characteristics at the time of deployment from those used in the design.

Free planning and installation services only and is not a binding offer from Cisco.
 This Price Quotation does not constitute an offer to sell products, but is intended as an invitation to issue a purchase order to Cisco and the authorized sales representative of Cisco. A purchase order will be subject to Cisco's standard purchase order terms, and conditions for the acceptance of purchase orders. This order may be subject to sales tax, VAT, duty and freight charges even if not listed on this quote.

Table: List Item: 1, 4, 4



3. Scheduling and Timeframes

The scheduling of services is arranged by the SSI Services Department. In order to maintain the highest level of quality service, we forecast engineers with a 15 business day lead-time schedule. We, of course, defer to your thoughts as to the best time in order to minimize impact on Cook County operations.

In the event that you need to alter the time frame during this project, please contact the Services department at 847-272-6160. Every possible effort will be made to accommodate Cook County in meeting the required schedule.

4. Pricing

4.1. DWDM Optical Network Full Turn-Key and Integration Lab Fees

Services will be provided for the fixed fee listed below.

Installation Locations on the High Speed Optical Network	
Cook County Down Town Campus	\$103,000.00
Stroger Hospital	\$26,000.00
26th and California	\$26,000.00
Hawthorne	\$26,000.00
County AMP	\$8,000.00
Oak Forrest	\$31,000.00
Markham	\$31,000.00
Provident	\$34,900.00
Total	\$285,900.00

Payment Schedule:

- 10% Start of the project
- 30% Completion of inventory and warehousing of all Cisco equipment at SSI staging location.
- 30% Completion of phase-1 – On-site installation and Turn Up
- 30% Project Completion – Test and Acceptance

EXHIBIT 3

City of Chicago Contract (Contract No. 13797)



[Vendor, Contract and Payment Search Home](#)

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Contract Details

- [Search Options Page](#)
- [Vendor Information](#)
- [Contracts and Awards](#)
- [Disclosures](#)
- [Bid Tabulations](#)
- [Opportunity Take Out List](#)
- [Payments](#)
- [Reported Sub-contractor Payments](#)

Contract (PO) Number: [13797](#)

Specification Number: 40767

Award Date: 01/12/2007

Original Award Amount: Up To \$2,102,607.50

Current Award Amount: **DUR** [View Payment Details](#)

Vendor Name: [SYSTEMS SOLUTIONS, INC](#)
[Show all contracts for this vendor](#) | [Show all disclosures for this vendor](#)

Description: COMPUTER HARDWARE, SOFTWARE, PERIPHERALS, SUPPLIES AND RELATED EQUIPMENT (SECONDARY)

Buyer Name:

Target Market: No

[Department of Procurement Services](#)

Original Contract

DUR in the Award Amount column means that the contract award total **Depends Upon Requirements**. A **Depends Upon Requirements** contract is an indefinite quantities contract in which the city places orders as needed. The vendor is not guaranteed any particular contract award amount.

[Department of Finance](#)

[FAQ](#)

Contract (PO) #	Disclosure #	Award Date	Start Date	End Date	Original Award Amount
13797	13797 - D1	01/12/2007	01/01/2007	12/31/2011	Up To \$2,102,607.50
	13797 - D2				

[Contact Info](#)

Modifications/Amendments

Modification #	Description	Disclosure #	Award Date	Start Date	End Date	Amount
137971	COMPUTER HARDWARE, SOFTWARE, PERIPHERALS, SUPPLIES AND RELATED EQUIPMENT (SECONDARY)		08/01/2007	01/01/2007	12/31/2011	\$8,410,430.00
137975	COMPUTER HARDWARE, SOFTWARE, PERIPHERALS, SUPPLIES AND RELATED EQUIPMENT (SECONDARY)		12/28/2011	01/01/2007	12/31/2012	DUR

Contract Summary Sheet

Contract (PO) Number: 13797

Specification Number: 40767

Name of Contractor: SYSTEMS SOLUTIONS, INC.

City Department: DEPT OF BUSINESS & INFORMATION SERVICES

Title of Contract: COMPUTER HARDWARE, SOFTWARE, PERIPHERALS, SUPPLIES
AND RELATED EQUIPMENT (SECONDARY)

Term of Contract: Start Date: 1/1/07

End Date: 12/31/11

Dollar Amount of Contract (or maximum compensation if a Term Agreement) (DUR):
\$10,513,037.50

Brief Description of Work: COMPUTER HARDWARE, SOFTWARE, PERIPHERALS,
SUPPLIES AND RELATED EQUIPMENT (SECONDARY)

Procurement Services Contract Area: COMMODITIES

Please refer to the DPS website for Contact information under "Doing Business With The City".

Vendor Number: 1010918

Submission Date: JAN 22 2007

Contract (PO) No.: 13797
Specification No.: 40767
Vendor No.: 1010918

PROFESSIONAL SERVICES AGREEMENT

BETWEEN

**THE CITY OF CHICAGO
DEPARTMENT OF BUSINESS AND INFORMATION SERVICES**

AND

SYSTEM SOLUTIONS, INC.



**COMPUTER HARDWARE, SOFTWARE, PERIPHERALS, SUPPLIES AND RELATED
EQUIPMENT (SECONDARY CONTRACT FOR GROUPS F, H)**

**RICHARD M. DALEY
MAYOR**

PROFESSIONAL SERVICES AGREEMENT

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- EXHIBIT 2 SCHEDULE OF COMPENSATION
- EXHIBIT 3 SPECIAL CONDITIONS REGARDING MBE/WBE COMMITMENT AND SCHEDULES
- EXHIBIT 4 ECONOMIC DISCLOSURE STATEMENT AND AFFIDAVIT
- EXHIBIT 5 INSURANCE REQUIREMENTS AND EVIDENCE OF INSURANCE
- EXHIBIT 6 LIST OF KEY PERSONNEL

AGREEMENT

This Agreement is entered into as of the 1st day of January, 2007 by and between Systems Solution, Inc., a Corporation ("**Contractor**"), and the City of Chicago, a municipal corporation and home rule unit of local government existing under the Constitution of the State of Illinois, acting through its Department of Business and Information Services ("**City**"), at Chicago, Illinois. The City and Contractor agree as follows:

TERMS AND CONDITIONS

ARTICLE 1. DEFINITIONS

1.1 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 Section 2.1, 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 City in a written amendment under Section 9.3 of this Agreement before Contractor is obligated to perform those Additional Services and before the City 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.

"Chief Procurement Officer" means the Chief Procurement Officer of the City and any representative duly authorized in writing to act on his behalf.

"Chief Information Officer" means the Chief Information Officer of the Department of Business and Information Services, and any representative authorized in writing to act on the Chief Information Officer's behalf.

"Department" means the City Department of Business and Information Services.

"Product" means, collectively, the Computer Hardware, Software, Peripherals, Supplies and Related Equipment, listed and described in the Cost Schedule and Exhibit 1 of this Agreement and any and all work necessary to provide them to the standard of performance required in this Agreement.

"Services" means, collectively, the services, duties and responsibilities described in Article 2 and Exhibit 1 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 Contractor contracts to provide any of the Products, including subcontractors of any tier, suppliers and materials providers, whether or not in privity with Contractor.

1.2 Interpretation

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

(b) 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.

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

(d) 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.

(e) 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.

(f) All references to a number of days mean calendar days, unless indicated otherwise.

1.3 Incorporation of Exhibits

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

Exhibit 1	Scope of Services and Time Limits for Performance
Exhibit 2	Schedule of Compensation
Exhibit 3	Special Conditions Regarding MBE/WBE Commitment
Exhibit 4	Economic Disclosure Statement and Affidavit
Exhibit 5	Insurance Requirements and Evidence of Insurance
Exhibit 6	List of Key Personnel

ARTICLE 2. DUTIES AND RESPONSIBILITIES OF CONTRACTOR

2.1 Scope of Services

This description of Products is intended to be general in nature and is neither a complete description of the Contractor's Products nor a limitation on the Products that the Contractor is to provide under this Agreement. Contractor must provide the Products in accordance with the standards of performance set forth in Section 2.3. The Products that Contractor must provide are described in Exhibit 1, Scope of Services and Time Limits for Performance.

2.2 Deliverables

In carrying out its delivery, Contractor must prepare or provide to the City various Deliverables. "**Deliverables**" include Product, written reviews, recommendations, reports and analyses, produced by Contractor for the City.

The City may reject Deliverables that do not include relevant information or data, or do not include all documents or other materials specified in this Agreement or reasonably necessary for the purpose for which the City made this Agreement or for which the City intends to use the Deliverables. If the City determines that Contractor has failed to comply with the foregoing standards, it has thirty (30) days from the discovery to notify Contractor of its failure. If Contractor does not correct the failure, if it is possible to do so, within thirty (30) days after receipt of notice from the City specifying the failure, then the City, by written notice, may treat the failure as a default of this Agreement under Section 8.1.

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

2.3 Standard of Performance

Contractor must perform all Services required of it under this Agreement with that degree of skill, care and diligence normally shown by a Contractor performing services of a scope and purpose and magnitude comparable with the nature of the Services to be provided under this Agreement. Contractor acknowledges that it is entrusted with or has access to valuable and

confidential information and records of the City and with respect to that information, Contractor agrees to be held to the standard of care of a fiduciary. Any review, approval, acceptance of Services or Deliverables or payment for any of the Products by the City does not relieve Contractor of its responsibility for the professional skill and care and technical accuracy of its Services and Deliverables. This provision in no way limits the City's rights against Contractor under this Agreement, at law or in equity.

Contractor must be appropriately licensed to perform the Services, if required by law, and must ensure 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 as may be required by law. Contractor must provide copies of any such licenses. Contractor remains responsible for the professional and technical accuracy of all Services or Deliverables furnished, whether by Contractor or its Subcontractors or others on its behalf. All Deliverables must be prepared in a form and content satisfactory to the Department and delivered in a timely manner consistent with the requirements of this Agreement.

If Contractor fails to comply with the foregoing standards, Contractor must, at the City's option, perform again, at its own expense, all Services and deliveries required to be re-performed as a direct or indirect result of that failure, unless the reason is failure to have and maintain required licensure. See subsection 8.1 (b)(ii) regarding failure to comply with licensure requirements.

2.4 Personnel

(a) Adequate Staffing

Contractor 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 exclusively to perform the Services and delivery of Products. Contractor must include among its staff the Key Personnel and positions as identified below. The level of staffing may be revised from time to time by notice in writing from Contractor to the City and with prior written consent of the City.

(b) Key Personnel

Contractor must not reassign or replace Key Personnel without the written consent of the City. "Key Personnel" means those job titles and the persons assigned to those positions in accordance with the provisions of this Section 2.4(b). The Department may at any time in writing notify Contractor that the City will no longer accept performance of Services under this Agreement by one or more Key Personnel listed. Upon that notice Contractor must immediately suspend the key person or persons from performing Services under this Agreement and must replace him or them in accordance with the terms of this Agreement. Key Personnel, if any, are identified in Exhibit 6.

(c) Salaries and Wages

Contractor 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. If in the performance of this Agreement Contractor underpays any such salaries or wages, the Comptroller for the City may withhold, out of payments due to Consultant, an amount sufficient to pay to employees underpaid the difference between the salaries or wages required to be paid under this Agreement and the salaries or wages actually paid these employees for the total number of hours worked. The amounts withheld may be disbursed by the Comptroller for and on account of Contractor to the respective employees to whom they are due. The parties acknowledge that this Section 2.4(c) is solely for the benefit of the City and that it does not grant any third party beneficiary rights.

2.5 Minority and Women's Business Enterprises Commitment

In the performance of this Agreement, including the procurement and lease of materials or equipment, Contractor must abide by the minority and women's business enterprise commitment requirements of the Municipal Code of Chicago ("**Municipal Code**"), §§ 2-92-420 *et seq.* (1990), except to the extent waived by the Chief Procurement Officer and the Special Conditions Regarding MBE/WBE Commitment set forth in Exhibit 3. Consultant's completed Schedules C-1 and D-1 in Exhibit 3, evidencing its compliance with this requirement, are a part of this Agreement, upon acceptance by the Chief Procurement Officer. Contractor must utilize minority and women's business enterprises at the greater of the amounts listed in those Schedules C-1 and D-1 or the percentages listed in them as applied to all payments received from the City.

2.6 Insurance

Contractor must provide and maintain at Consultant's own expense, during the term of this Agreement and any time period following expiration if Contractor is required to return and perform any of the Services or Additional Services under this Agreement, the insurance coverages and requirements specified in Exhibit 5 of this Agreement, insuring all operations related to this Agreement.

2.7 Indemnification

(a) Contractor must defend, indemnify, and hold harmless the City, its officers, representatives, elected and appointed officials, agents and employees from and against any and all Losses, including those related to:

- (i) injury, death or damage of or to any person or property;

(ii) any infringement or violation of any property right (including any patent, trademark or copyright);

(iii) Consultant's failure to perform or cause to be performed Consultant's promises and obligations as and when required under this Agreement, including Consultant's failure to perform its obligations to any Subcontractor;

(iv) the City's exercise of its rights and remedies under Section 8.2 of this Agreement; and

(v) injuries to or death of any employee of Contractor or any Subcontractor under any workers compensation statute.

(b) "Losses" means, individually and collectively, liabilities of every kind, including losses, damages and reasonable costs, payments and expenses (such as, but not limited to, court costs and reasonable attorneys' fees and disbursements), claims, demands, actions, suits, proceedings, judgments or settlements, any or all of which in any way arise out of or relate to Consultant's breach of this Agreement or to Consultant's negligent or otherwise wrongful acts or omissions or those of its officers, agents, employees, consultants, Subcontractors or licensees.

(c) At the City Corporation Counsel's option, Contractor must defend all suits brought upon all such Losses and must pay all costs and expenses incidental to them, but the City has the right, at its option, to participate, at its own cost, in the defense of any suit, without relieving Contractor of any of its obligations under this Agreement. Any settlement must be made only with the prior written consent of the City Corporation Counsel, if the settlement requires any action on the part of the City.

(d) To the extent permissible by law, Contractor waives any limits to the amount of its obligations to defend, indemnify, hold harmless, or contribute to any sums due under any Losses, including any claim by any employee of Contractor that may be subject to the Workers Compensation Act, 820 ILCS 305/1 *et seq.* or any other related law or judicial decision (such as, *Kotecki v. Cyclops Welding Corporation*, 146 Ill. 2d 155 (1991)). The City, however, does not waive any limitations it may have on its liability under the Illinois Workers Compensation Act, the Illinois Pension Code, any other statute or judicial decision.

(e) The indemnities in this section survive expiration or termination of this Agreement for matters occurring or arising during the term of this Agreement or as the result of or during Consultant's performance of Services beyond the term. Contractor acknowledges that the requirements set forth in this section to defend, indemnify, and hold harmless the City are apart from and not limited by the Consultant's duties under this Agreement, including the insurance requirements in Exhibit 5 of this Agreement.

2.8 Ownership of Documents

All Deliverables, data, findings or information in any form prepared, assembled or encountered by or provided to Contractor under this Agreement are property of the City, including, as further described in Section 2.9 below, all copyrights inherent in them or their preparation. During performance of its Services, Contractor is responsible for any loss or damage to the Deliverables, data, findings or information while in Consultant's or any Subcontractor's possession. Any such lost or damaged Deliverables, data, findings or information must be restored at the expense of Consultant. If not restorable, Contractor must bear the cost of replacement and of any loss suffered by the City on account of the destruction, as provided in Section 2.7.

2.9 Copyright Ownership

Contractor and the City intend that, to the extent permitted by law, the Deliverables to be produced by Contractor at the City's instance and expense under this Agreement are conclusively deemed "**works made for hire**" within the meaning and purview of Section 101 of the United States Copyright Act, 17 U.S.C. §101 *et seq.*, and that the City will be the sole copyright owner of the Deliverables and of all aspects, elements and components of them in which copyright can subsist, and of all rights to apply for copyright registration or prosecute any claim of infringement.

To the extent that any Deliverable does not qualify as a "work made for hire," Contractor hereby irrevocably grants, conveys, bargains, sells, assigns, transfers and delivers to the City, its successors and assigns, all right, title and interest in and to the copyrights and all U.S. and foreign copyright registrations, copyright applications and copyright renewals for them, and other intangible, intellectual property embodied in or pertaining to the Deliverables prepared for the City under this Agreement, and all goodwill relating to them, free and clear of any liens, claims or other encumbrances, to the fullest extent permitted by law. Contractor will, and will cause all of its Subcontractors, employees, agents and other persons within its control to, execute all documents and perform all acts that the City may reasonably request in order to assist the City in perfecting its rights in and to the copyrights relating to the Deliverables, at the sole expense of the City. Contractor warrants to the City, its successors and assigns, that on the date of transfer Contractor is the lawful owner of good and marketable title in and to the copyrights for the Deliverables and has the legal rights to fully assign them. Contractor further warrants that it has not assigned and will not assign any copyrights and that it has not granted and will not grant any licenses, exclusive or nonexclusive, to any other party, and that it is not a party to any other agreements or subject to any other restrictions with respect to the Deliverables. Contractor warrants that the Deliverables are complete, entire and comprehensive, and that the Deliverables constitute a work of original authorship.

2.10 Records and Audits

(a) Records

(i) Contractor must deliver or cause to be delivered to the City all documents, including all Deliverables prepared for the City under the terms of this Agreement, promptly in accordance with the time limits prescribed in this Agreement, and if no time limit is specified, then upon reasonable demand for them or upon termination or completion of the Services under this Agreement. If Contractor fails to make such delivery upon demand, then Contractor must pay to the City any damages the City may sustain by reason of Consultant's failure.

(ii) Contractor must maintain any such records including Deliverables not delivered to the City or demanded by the City for a period of 5 years after the final payment made in connection with this Agreement. Contractor must not dispose of such documents following the expiration of this period without notification of and written approval from the City in accordance with Article 10.

(b) Audits

(i) Contractor and any of Consultant's Subcontractors must furnish the Department with all information that may be requested pertaining to the performance and cost of the Services. Contractor must maintain records showing actual time devoted and costs incurred. Contractor must keep books, documents, papers, records and accounts in connection with the Services open to audit, inspection, copying, abstracting and transcription and must make these records available to the City and any other interested governmental agency, at reasonable times during the performance of its Services.

(ii) To the extent that Contractor conducts any business operations separate and apart from the Services required under this Agreement using, for example, personnel, equipment, supplies or facilities also used in connection with this Agreement, then Contractor must maintain and make similarly available to the City detailed records supporting Consultant's allocation to this Agreement of the costs and expenses attributable to any such shared usages.

(iii) Contractor must maintain its books, records, documents and other evidence and adopt accounting procedures and practices sufficient to reflect properly all costs of whatever nature claimed to have been incurred and anticipated to be incurred for or in connection with the performance of this Agreement. This system of accounting must be in accordance with generally accepted accounting principles and practices, consistently applied throughout.

(iv) No provision in this Agreement granting the City a right of access to records and documents is intended to impair, limit or affect any right of access to such records and documents which the City would have had in the absence of such provisions.

(v) The City may in its sole discretion audit the records of Contractor or its Subcontractors, or both, at any time during the term of this Agreement or within five years after the Agreement ends, in connection with the goods, work, or Services provided under this Agreement. Each calendar year or partial calendar year is considered an "audited period." If, as a result of any such audit, it is determined that Contractor or any of its Subcontractors has overcharged the City in the audited period, the City will notify Consultant. Contractor must then promptly reimburse the City for any amounts the City has paid Contractor due to the overcharges and also some or all of the cost of the audit, as follows:

- A. If the audit has revealed overcharges to the City representing less than five percent (5%) of the total value, based on the Agreement prices, of the goods, work, or Services provided in the audited period, then the Contractor must reimburse the City for fifty percent (50%) of the cost of the audit and fifty percent (50%) of the cost of each subsequent audit that the City conducts;
- B. If, however, the audit has revealed overcharges to the City representing five percent (5%) or more of the total value, based on the Agreement prices, of the goods, work, or Services provided in the audited period, then Contractor must reimburse the City for the full cost of the audit and of each subsequent audit.

Failure of Contractor to reimburse the City in accordance with subsection A or B above is an event of default under Section 8.1 of this Agreement, and Contractor will be liable for all of the City's costs of collection, including any court costs and attorneys' fees.

2.11 Confidentiality

(a) All Deliverables and reports, data, findings or information in any form prepared, assembled or encountered by or provided by Contractor under this Agreement are property of the City and are confidential, except as specifically authorized in this Agreement or as may be required by law. Contractor must not allow the Deliverables to be made available to any other individual or organization without the prior written consent of the City. Further, all documents and other information provided to Contractor by the City are confidential and must not be made available to any other individual or organization without the prior written consent of the City. Contractor must implement such measures as may be necessary to ensure that its staff and its Subcontractors are bound by the confidentiality provisions in this Agreement.

(b) Contractor must not issue any publicity news releases or grant press interviews, and except as may be required by law during or after the performance of this Agreement, disseminate any information regarding its delivery of Product or Services or the project to which the Services pertain without the prior written consent of the Commissioner.

(c) If Contractor is presented with a request for documents by any administrative agency or with a subpoena duces tecum regarding any records, data or documents which may be in Consultant's possession by reason of this Agreement, Contractor must immediately give notice to the Commissioner and the Corporation Counsel for the City with the understanding that the City will have the opportunity to contest such process by any means available to it before the records, data or documents are submitted to a court or other third party. Contractor, however, is not obligated to withhold the delivery beyond the time ordered by a court or administrative agency, unless the subpoena or request is quashed or the time to produce is otherwise extended.

2.12 Assignments and Subcontracts

(a) Contractor must not assign, delegate or otherwise transfer all or any part of its rights or obligations under this Agreement: (i) unless otherwise provided for elsewhere in this Agreement; or (ii) without the express written consent of the Chief Procurement Officer and the Department. The absence of such a provision or written consent voids the attempted assignment, delegation or transfer and is of no effect as to the delivery of Product or Services or this Agreement. No approvals given by the Chief Procurement Officer, including approvals for the use of any Subcontractors, operate to relieve Contractor of any of its obligations or liabilities under this Agreement.

(b) All Subcontractors are subject to the prior approval of the Chief Procurement Officer. Approval for the use of any Subcontractor in performance of the delivery of Product or Services is conditioned upon performance by the Subcontractor in accordance with the terms and conditions of this Agreement. If any Subcontractor fails to perform the delivery of Product or Services in accordance with the terms and conditions of this Agreement to the satisfaction of the Department, the City has the absolute right upon written notification to immediately rescind approval and to require the performance of this Agreement by Contractor personally or through any other City-approved Subcontractor. Any approval for the use of Subcontractors in the performance of the delivery of Product or Services under this Agreement under no circumstances operates to relieve Contractor of any of its obligations or liabilities under this Agreement.

(c) Contractor, upon entering into any agreement with a Subcontractor, must furnish upon request of the Chief Procurement Officer or the Department a copy of its agreement. Contractor must ensure that all subcontracts contain provisions that require the delivery of Product or Services be performed in strict accordance with the requirements of this Agreement, provide that the Subcontractors are subject to all the terms of this Agreement and are subject to the approval of the Department and the Chief Procurement Officer. If the agreements do not prejudice any of the City's rights under this Agreement, such agreements may contain different provisions than are provided in this Agreement with respect to extensions of schedule, time of completion, payments, guarantees and matters not affecting the quality of the Services.

(d) Contractor must not transfer or assign any funds or claims due or to become due under this Agreement without the prior written approval of the Chief Procurement Officer. The

attempted transfer or assignment of any funds, either in whole or in part, or any interest in them, which are due or to become due to Contractor under this Agreement, without such prior written approval, has no effect upon the City.

(e) Under § 2-92-245 of the Municipal Code, the Chief Procurement Officer may make direct payments to Subcontractors for Services performed under this Agreement. Any such payment has the same effect as if the City had paid Contractor that amount directly. Such payment by the City to Consultant's Subcontractor under no circumstances operates to relieve Contractor of any of its obligations or liabilities under this Agreement. This section is solely for the benefit of the City and does not grant any third party beneficiary rights.

(f) The City reserves the right to assign or otherwise transfer all or any part of its interests under this Agreement to any successor.

ARTICLE 3. DURATION OF AGREEMENT

3.1 Term of Performance

This Agreement takes effect as of the Effective Date and continues, except as provided under Sections 4.4 or Article 8, until the later of (i) December 31, 2011, as that date may be extended under Section 3.3, or (ii) completion of the final task assigned before the date, if and as extended, in (i).

3.2 Timeliness of Performance

(a) Contractor must provide the delivery of Product, Services and Deliverables within the time limits required under any purchase order release or request for quote pursuant pursuant to the provisions of Section 2.1 and Exhibit 1. **Further, Contractor acknowledges that TIME IS OF THE ESSENCE and that the failure of Contractor to comply with the required time limits may result in economic or other losses to the City.**

(b) Neither Contractor nor Contractor's agents, employees or Subcontractors are entitled to any damages from the City, nor is any party entitled to be reimbursed by the City, for damages, charges or other losses or expenses incurred by Contractor by reason of delays or hindrances in the delivery of Product or performance of the Services, whether or not caused by the City.

3.3 Agreement Extension Option

The Chief Procurement Officer may at any time before this Agreement expires elect to extend this Agreement for up to three (3) years, under the same terms and conditions as this original Agreement, by written amendment in accordance with Section 9.3.

ARTICLE 4. COMPENSATION

4.1 Basis of Payment

The City will pay Contractor according to the Schedule of Compensation in the attached Exhibit 2 for the delivery of Product and completion of the Services in accordance with this Agreement, including the standard of performance in Section 2.3.

4.2 Method of Payment

Contractor must submit monthly invoices to the City for Products billed, as outlined in the Schedule of Compensation in Exhibit 2. The invoices must be in such detail as the City requests. The City will process payment within sixty (60) days after receipt of invoices and all supporting documentation necessary for the City to verify the Product or Services provided under this Agreement.

4.3 Funding

The source of funds for payments under this Agreement is Fund number 006-0100-0062005-0446 (Various). Payments under this Agreement must not exceed \$10,513,037.50 without a written amendment in accordance with Section 9.3. Funding for this Agreement is subject to the availability of funds and their appropriation by the City Council of the City.

4.4 Non-Appropriation

If no funds or insufficient funds are appropriated and budgeted in any fiscal period of the City for payments to be made under this Agreement, then the City will notify Contractor 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 Contractor except that no payments will be made or due to Contractor under this Agreement beyond those amounts appropriated and budgeted by the City to fund payments under this Agreement.

ARTICLE 5. DISPUTES

Except as otherwise provided in this Agreement, Contractor must and the City may bring any dispute arising under this Agreement which is not resolved by the parties to the Chief Procurement Officer for decision based upon the written submissions of the parties. (A copy of the "Regulations of the Department of Procurement Services for Resolution of Disputes between Contractors and the City of Chicago" is available in City Hall, 121 N. LaSalle Street, Room 301, Bid and Bond Room, Chicago, Illinois 60602.) The Chief Procurement Officer will issue a written decision and send it to the Contractor by mail. The decision of the Chief Procurement Officer is final and binding. The sole

and exclusive remedy to challenge the decision of the Chief Procurement Officer is judicial review by means of a common law writ of certiorari.

ARTICLE 6. COMPLIANCE WITH ALL LAWS

6.1 Compliance with All Laws Generally

(a) Contractor must observe and comply with all applicable federal, state, county and municipal laws, statutes, ordinances and executive orders, in effect now or later and whether or not they appear in this Agreement, including those set forth in this Article 6, and Contractor must pay all taxes and obtain all licenses, certificates and other authorizations required by them. Contractor must require all Subcontractors to do so, also. Further, Contractor must execute an Economic Disclosure Statement and Affidavit ("EDS") in the form attached to this Agreement as Exhibit 4. Notwithstanding acceptance by the City of the EDS, Consultant's failure in the EDS to include all information required under the Municipal Code renders this Agreement voidable at the option of the City. Contractor must promptly update its EDS(s) on file with the City whenever any information or response provided in the EDS(s) is no longer complete and accurate.

(b) Notwithstanding anything in this Agreement to the contrary, references to a statute or law are considered to be a reference to (i) the statute or law as it may be amended from time to time; (ii) all regulations and rules pertaining to or promulgated pursuant to the statute or law; and (iii) all future statutes, laws, regulations, rules and executive orders pertaining to the same or similar subject matter.

6.2 Nondiscrimination

(a) State Requirements

Contractor must comply with, and the procedures Contractor utilizes and the Services Contractor provides under this Agreement must comply with, the Illinois Human Rights Act, 775 ILCS 5/1-101 *et seq.* (1990), as amended and any rules and regulations promulgated in accordance with it, including the Equal Employment Opportunity Clause, 44 Ill. Admin. Code § 750 Appendix A. Furthermore, Contractor must comply with the Public Works Employment Discrimination Act, 775 ILCS 10/0.01 *et seq.* (1990), as amended, and all other applicable state statutes, regulations and other laws.

(b) City Requirements

Contractor must comply with, and the procedures Contractor utilizes and the Services Contractor provides under this Agreement must comply with, the Chicago Human Rights Ordinance, ch. 2-160, Section 2-160-010 *et seq.* of the Municipal Code of Chicago (1990), as amended, and all other applicable City ordinances and rules.

(c) Subcontractors

Contractor must incorporate all of this Section 6.2 by reference in all agreements entered into with any suppliers of materials, furnisher of services, Subcontractors of any tier, and labor organizations that furnish skilled, unskilled and craft union skilled labor, or that may provide any such materials, labor or services in connection with this Agreement. Further, Contractor must furnish and must cause each of its Subcontractor(s) to furnish such reports and information as requested by the federal, state, and local agencies charged with enforcing such laws and regulations, including the Chicago Commission on Human Relations.

6.3 Inspector General

It is the duty of any bidder, proposer or Consultant, all Subcontractors, every applicant for certification of eligibility for a City contract or program, and all officers, directors, agents, partners and employees of any bidder, proposer, Consultant, Subcontractor or such applicant to cooperate with the Inspector General in any investigation or hearing undertaken pursuant to Chapter 2-56 of the Municipal Code. Contractor understands and will abide by all provisions of Chapter 2-56 of the Municipal Code. All subcontracts must inform Subcontractors of the provision and require understanding and compliance with it.

6.4 MacBride Ordinance

The City of Chicago through the passage of the MacBride Principles Ordinance seeks to promote fair and equal employment opportunities and labor practices for religious minorities in Northern Ireland and provide a better working environment for all citizens in Northern Ireland.

In accordance with Section 2-92-580 of the Municipal Code of the City of Chicago, if Contractor conducts any business operations in Northern Ireland, the Contractor must make all reasonable and good faith efforts to conduct any business operations in Northern Ireland in accordance with the MacBride Principles for Northern Ireland as defined in Illinois Public Act 85-1390 (1988 Ill. Laws 3220).

The provisions of this Section 6.4 do not apply to contracts for which the City receives funds administered by the United States Department of Transportation, except to the extent Congress has directed that the Department of Transportation not withhold funds from states and localities that choose to implement selective purchasing policies based on agreement to comply with the MacBride Principles for Northern Ireland, or to the extent that such funds are not otherwise withheld by the Department of Transportation.

6.5 Business Relationships with Elected Officials

Pursuant to § 2-156-030(b) of the Municipal Code, it is illegal for any elected official of the City, or any person acting at the direction of such official, to contact, either orally or in writing, any

other City official or employee with respect to any matter involving any person with whom the elected official has a business relationship, or to participate in any discussion in any City Council committee hearing or in any City Council meeting or to vote on any matter involving the person with whom an elected official has a business relationship. **Violation of Section 2-156-030(b) by any elected official with respect to this Agreement is grounds for termination of this Agreement.** The term business relationship is defined as set forth in § 2-156-080 of the Municipal Code .

Section 2-156-080 defines a "**business relationship**" as any contractual or other private business dealing of an official, or his or her spouse, or of any entity in which an official or his or her spouse has a financial interest, with a person or entity which entitles an official to compensation or payment in the amount of \$2,500 or more in a calendar year; provided, however, a financial interest shall not include: (i) any ownership through purchase at fair market value or inheritance of less than one percent of the share of a corporation, or any corporate subsidiary, parent or affiliate thereof, regardless of the value of or dividends on such shares, if such shares are registered on a securities exchange pursuant to the Securities Exchange Act of 1934, as amended; (ii) the authorized compensation paid to an official or employee for his office or employment; (iii) any economic benefit provided equally to all residents of the City; (iv) a time or demand deposit in a financial institution; or (v) an endowment or insurance policy or annuity contract purchased from an insurance company. A "contractual or other private business dealing" shall not include any employment relationship of an official's spouse with an entity when such spouse has no discretion concerning or input relating to the relationship between that entity and the City.

6.6 Chicago "Living Wage" Ordinance

(a) Section 2-92-610 of the Municipal Code provides for a living wage for certain categories of workers employed in the performance of City contracts, specifically non-City employed security guards, parking attendants, day laborers, home and health care workers, cashiers, elevator operators, custodial workers and clerical workers ("**Covered Employees**"). Accordingly, pursuant to Section 2-92-610 and regulations promulgated under it:

(i) If Contractor has twenty five (25) or more full-time employees, and

(ii) If at any time during the performance of this Agreement, Contractor and/or any Subcontractor or any other entity that provides any portion of the Services (collectively "**Performing Parties**") uses 25 or more full-time security guards, or any number of other full-time Covered Employees, then

(iii) Contractor must pay its Covered Employees, and must ensure that all other Performing Parties pay their Covered Employees, not less than the minimum hourly rate as determined in accordance with this provision (the "**Base Wage**") for all Services performed under this Agreement.

(b) Consultant's obligation to pay, and to ensure payment of, the Base Wage will begin at any time during the term of this Agreement when the conditions set forth in (a)(i) and (a)(ii) above

are met, and will continue until the end of the term of this Agreement.

(c) As of July 1, 2006, the Base Wage is \$10.00 per hour, and each July 1 thereafter, the Base Wage will be adjusted using the most recent federal poverty guidelines for a family of four as published annually by the U.S. Department of Health and Human Services, to constitute the following: the poverty guidelines for a family of four divided by 2000 hours or the current base wage, whichever is higher. The currently applicable Base Wage is available from the Department of Procurement Services. At all times during the term of this Agreement, Contractor and all other Performing Parties must pay the Base Wage (as adjusted in accordance with the above). If the payment of prevailing wages is required for Services done under this Agreement, and the prevailing wages for Covered Employees are higher than the Base Wage, then Contractor and all other Performing Parties must pay the prevailing wage rates.

(d) Contractor must include provisions in all subcontracts requiring its Subcontractors to pay the Base Wage to Covered Employees. Contractor agrees to provide the City with documentation acceptable to the Chief Procurement Officer demonstrating that all Covered Employees, whether employed by Contractor or by a Subcontractor, have been paid the Base Wage, upon the City's request for such documentation. The City may independently audit Contractor and/or Subcontractors to verify compliance with this section. Failure to comply with the requirements of this section will be an event of default under this Agreement, and further, failure to comply may result in ineligibility for any award of a City contract or subcontract for up to 3 years.

(e) Not-for-Profit Corporations: If Contractor is a corporation having federal tax-exempt status under Section 501(c)(3) of the Internal Revenue Code and is recognized under Illinois not-for-profit law, then the provisions of subsections (a) through (d) above do not apply.

6.7 Environmental Warranties and Representations

In accordance with Section 11-4-1600(e) of the Municipal Code of Chicago, Contractor warrants and represents that it, and to the best of its knowledge, its subcontractors have not violated and are not in violation of the following sections of the Code (collectively, the Waste Sections):

- 7-28-390 Dumping on public way;
- 7-28-440 Dumping on real estate without permit;
- 11-4-1410 Disposal in waters prohibited;
- 11-4-1420 Ballast tank, bilge tank or other discharge;
- 11-4-1450 Gas manufacturing residue;
- 11-4-1500 Treatment and disposal of solid or liquid waste;
- 11-4-1530 Compliance with rules and regulations required;
- 11-4-1550 Operational requirements; and
- 11-4-1560 Screening requirements.

During the period while this Agreement is executory, Contractor's or any subcontractor's violation of the Waste Sections, whether or not relating to the performance of this Agreement,

constitutes a breach of and an event of default under this Agreement, for which the opportunity to cure, if curable, will be granted only at the sole discretion of the Chief Procurement Officer. Such breach and default entitles the City to all remedies under the Agreement, at law or in equity.

This section does not limit Contractor's and its subcontractors' duty to comply with all applicable federal, state, county and municipal laws, statutes, ordinances and executive orders, in effect now or later, and whether or not they appear in this Agreement.

Non-compliance with these terms and conditions may be used by the City as grounds for the termination of this Agreement, and may further affect Contractor's eligibility for future contract awards.

6.8 Prohibition on Certain Contributions

Contractor agrees that Consultant, any person or entity who directly or indirectly has an ownership or beneficial interest in Contractor of more than 7.5 percent ("**Owners**"), spouses and domestic partners of such Owners, Contractor's subcontractors, any person or entity who directly or indirectly has an ownership or beneficial interest in any subcontractor of more than 7.5 percent ("**Sub-owners**") and spouses and domestic partners of such Sub-owners (Contractor and all the other preceding classes of persons and entities are together, the "**Identified Parties**"), shall not make a contribution of any amount to the Mayor of the City of Chicago ("**Mayor**") or to his political fundraising committee (i) after execution of this Agreement by Consultant, (ii) while this Agreement or any Other Contract is executory, (iii) during the term of this Agreement or any Other Contract between Contractor and the City, or (iv) during any period while an extension of this Agreement or any Other Contract is being sought or negotiated.

Contractor represents and warrants that since the date of public advertisement of the specification, request for qualifications, request for proposals or request for information (or any combination of those requests) or, if not competitively procured, from the date the City approached Contractor or the date Contractor approached the City, as applicable, regarding the formulation of this Agreement, no Identified Parties have made a contribution of any amount to the Mayor or to his political fundraising committee.

Contractor agrees that it shall not: (a) coerce, compel or intimidate its employees to make a contribution of any amount to the Mayor or to the Mayor's political fundraising committee; (b) reimburse its employees for a contribution of any amount made to the Mayor or to the Mayor's political fundraising committee; or (c) bundle or solicit others to bundle contributions to the Mayor or to his political fundraising committee.

Contractor agrees that the Identified Parties must not engage in any conduct whatsoever designed to intentionally violate this provision or Mayoral Executive Order No. 05-1 or to entice, direct or solicit others to intentionally violate this provision or Mayoral Executive Order No. 05-1.

Contractor agrees that a violation of, non-compliance with, misrepresentation with respect to,

or breach of any covenant or warranty under this provision or violation of Mayoral Executive Order No. 05-1 constitutes a breach and default under this Agreement, and under any Other Contract for which no opportunity to cure will be granted. Such breach and default entitles the City to all remedies (including without limitation termination for default) under this Agreement, under Other Contract, at law and in equity. This provision amends any Other Contract and supersedes any inconsistent provision contained therein.

If Contractor violates this provision or Mayoral Executive Order No. 05-1 prior to award of the Agreement resulting from this specification, the Chief Procurement Officer may reject Contractor's bid.

For purposes of this provision:

"Bundle" means to collect contributions from more than one source which are then delivered by one person to the Mayor or to his political fundraising committee.

"Other Contract" means any other agreement with the City of Chicago to which Contractor is a party that is (i) formed under the authority of chapter 2-92 of the Municipal Code of Chicago; (ii) entered into for the purchase or lease of real or personal property; or (iii) for materials, supplies, equipment or services which are approved or authorized by the city council.

"Contribution" means a "political contribution" as defined in Chapter 2-156 of the Municipal Code of Chicago, as amended.

Individuals are "Domestic Partners" if they satisfy the following criteria:

- (A) they are each other's sole domestic partner, responsible for each other's common welfare; and
- (B) neither party is married; and
- (C) the partners are not related by blood closer than would bar marriage in the State of Illinois; and
- (D) each partner is at least 18 years of age, and the partners are the same sex, and the partners reside at the same residence; and
- (E) two of the following four conditions exist for the partners:
 - 1. The partners have been residing together for at least 12 months.
 - 2. The partners have common or joint ownership of a residence.
 - 3. The partners have at least two of the following arrangements:
 - a. joint ownership of a motor vehicle;
 - b. a joint credit account;
 - c. a joint checking account;
 - d. a lease for a residence identifying both domestic partners as tenants.

4. Each partner identifies the other partner as a primary beneficiary in a will.

"Political fundraising committee" means a "political fundraising committee" as defined in Chapter 2-156 of the Municipal code of Chicago, as amended."

6.9 Firms Owned or Operated by Individuals with Disabilities

The City encourages consultants to use Subcontractors that are firms owned or operated by individuals with disabilities, as defined by Section 2-92-586 of the Municipal Code of the City of Chicago, where not otherwise prohibited by federal or state law.

6.10 Deemed Inclusion

Provisions required by law, ordinances, rules, regulations, or executive orders to be inserted in this Agreement are deemed inserted in this Agreement whether or not they appear in this Agreement or, upon application by either party, this Agreement will be amended to make the insertion; however, in no event will the failure to insert the provisions before or after this Agreement is signed prevent its enforcement.

6.11 False Statements

(a) 1-21-010 False Statements

Any person who knowingly makes a false statement of material fact to the city in violation of any statute, ordinance or regulation, or who knowingly falsifies any statement of material fact made in connection with an application, report, affidavit, oath, or attestation, including a statement of material fact made in connection with a bid, proposal, contract or economic disclosure statement or affidavit, is liable to the city for a civil penalty of not less than \$500.00 and not more than \$1,000.00, plus up to three times the amount of damages which the city sustains because of the person's violation of this section. A person who violates this section shall also be liable for the city's litigation and collection costs and attorney's fees.

The penalties imposed by this section shall be in addition to any other penalty provided for in the municipal code. (Added Coun. J. 12-15-04, p. 39915, § 1)

(b) 1-21-020 Aiding and abetting.

Any person who aids, abets, incites, compels or coerces the doing of any act prohibited by this chapter shall be liable to the city for the same penalties for the violation. (Added Coun. J. 12-15-04, p. 39915, § 1)

(c) 1-21-030 Enforcement.

In addition to any other means authorized by law, the corporation counsel may enforce this chapter by instituting an action with the department of administrative hearings. (Added Coun. J. 12-15-04, p. 39915, § 1)

ARTICLE 7. SPECIAL CONDITIONS

7.1 Warranties and Representations

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

(a) warrants that Contractor 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 Contractor is not appropriately licensed;

(b) 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 Contractor is legally authorized to execute and perform or cause to be performed this Agreement under the terms and conditions stated in this Agreement;

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

(d) warrants that Contractor and its Subcontractors are not in default at the time this Agreement is signed, and have not been deemed by the Chief Procurement Officer to have, within five (5) years immediately preceding the date of this Agreement, been found to be in default on any contract awarded by the City ;

(e) represents that it has carefully examined and analyzed the provisions and requirements of this Agreement; it understands the nature of the Product delivery and 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 Contractor warrants it can and will perform, or cause to be performed, the delivery of Product and Services in strict accordance with the provisions and requirements of this Agreement;

(f) represents that Contractor and, to the best of its knowledge, its Subcontractors are not in violation of the provisions of § 2-92-320 of the Municipal Code , and in connection with it, and additionally in connection with the Illinois Criminal Code, 720 ILCS 5/33E as amended, and the Illinois Municipal Code, 65 ILCS 5/11-42.1-1;

(g) 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 8.2 and 8.3 of this Agreement; and

(h) warrants and represents that neither Contractor nor an Affiliate of Contractor (as defined below) appears on the Specially Designated Nationals List, the Denied Persons List, the unverified List, the Entity List, or the Debarred List as maintained by the Office of Foreign Assets Control of the U.S. Department of the Treasury or by the Bureau of Industry and Security of the U.S. Department of Commerce (or their successors), or on any other list of persons or entities with which the City may not do business under any applicable law, rule, regulation, order or judgment. "Affiliate of Consultant" means a person or entity that directly (or indirectly through one or more intermediaries) controls, is controlled by or is under common control with Consultant. A person or entity will be deemed to be controlled by another person or entity if it is controlled in any manner whatsoever that results in control in fact by that other person or entity (either acting individually or acting jointly or in concert with others) whether directly or indirectly and whether through share ownership, a trust, a contract or otherwise.

7.2 Ethics

(a) In addition to the foregoing warranties and representations, Contractor warrants:

(i) no officer, agent or employee of the City is employed by Contractor 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 established under Chapter 2-156 of the Municipal Code .

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

(b) Contractor further acknowledges that any Agreement entered into, negotiated or performed in violation of any of the provisions of Chapter 2-156 is voidable as to the City.

7.3 Joint and Several Liability

If Contractor, or its successors or assigns, if any, is comprised of more than one (1) individual or other legal entity (or a combination of them), then under this Agreement, each and without limitation every obligation or undertaking in this Agreement to be fulfilled or performed by Contractor is the joint and several obligation or undertaking of each such individual or other legal entity.

7.4 Business Documents

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

7.5 Conflicts of Interest

(a) No member of the governing body of the City or other unit of government and no other officer, employee or agent of the City 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 alderman of the City or City employee is allowed to be admitted to any share or part of this Agreement or to any financial benefit to arise from it.

(b) Contractor represents that it, and to the best of its knowledge, its Subcontractors if any (Contractor and Subcontractors will be collectively referred to in this Section 7.5 as "**Contracting Parties**"), presently have no direct or indirect interest and will not acquire any direct or indirect interest in any project or contract that would conflict in any manner or degree with the performance of its Services under this Agreement.

(c) Upon the request of the City, Contracting Parties must disclose to the City their past client lists and the names of any clients with whom they have an ongoing relationship. Contracting Parties are not permitted to perform any Services for the City on applications or other documents submitted to the City by any of Contracting Parties' past or present clients. If Contracting Parties become aware of a conflict, they must immediately stop work on the assignment causing the conflict and notify the City.

(d) Without limiting the foregoing, if the Contracting Parties assist the City in determining the advisability or feasibility of a project or in recommending, researching, preparing, drafting or issuing a request for a quote for a project, the Contracting Parties must not participate, directly or indirectly, as a prime, subcontractor or joint venturer in that project or in the preparation of a quote or bid for that project during the term of this Agreement or afterwards. The Contracting Parties may, however, assist the City in reviewing the quote or bids for the project if none of the Contracting Parties have a relationship with the persons or entities that submitted the proposals or bids for that project.

(e) Further, Contracting Parties must not assign any person having any conflicting interest to perform any deliveries of Product or Services under this Agreement or have access to any confidential information, as described in Section 2.11 of this Agreement. If the City, by the Commissioner in his reasonable judgment, determines that any of Contracting Parties' services for others conflict with the delivery of Product or Services that Contracting Parties are to render

for the City under this Agreement, Contracting Parties must terminate such other services immediately upon request of the City.

(f) Furthermore, if any federal funds are to be used to compensate or reimburse Contractor under this Agreement, Contractor 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, Contractor must execute a Certification Regarding Lobbying, which is part of the EDS and incorporated by reference as if fully set forth here.

7.6 Non-Liability of Public Officials

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

7.7 EDS / Certification Regarding Suspension and Debarment

Contractor certifies, as further evidenced in the EDS attached as Exhibit 4, by its acceptance of this Agreement that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency. Contractor further agrees by executing this Agreement that it will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts and subcontracts. If Contractor or any lower tier participant is unable to certify to this statement, it must attach an explanation to the Agreement.

ARTICLE 8. EVENTS OF DEFAULT, REMEDIES, TERMINATION, SUSPENSION AND RIGHT TO OFFSET

8.1 Events of Default Defined

The following constitute events of default:

(a) Any material misrepresentation, whether negligent or willful and whether in the inducement or in the performance, made by Contractor to the City.

(b) Contractor's failure to perform any of its obligations under this Agreement including the following:

- (i) Failure to deliver Product or perform the Services with sufficient personnel and equipment or with sufficient material to ensure the timely delivery of Product or performance of the Services;
 - (ii) Failure to have and maintain all professional licenses required by law to perform the Services;
 - (iii) Failure to timely deliver the Product or perform the Services;
 - (iv) Failure to deliver the Product or perform the Services in a manner reasonably satisfactory to the Chief Information Officer or the Chief Procurement Officer or inability to deliver the Product or perform the Services satisfactorily as a result of insolvency, filing for bankruptcy or assignment for the benefit of creditors;
 - (v) Failure to promptly re-deliver or re-perform, as required, within a reasonable time and at no cost to the City, Products or Services that are rejected as erroneous or unsatisfactory;
 - (vi) Discontinuance of the Product for reasons within Contractor's reasonable control;
 - (vii) Failure to comply with Section 6.1 in the performance of the Agreement;
 - (viii) Failure promptly to update EDS(s) furnished in connection with this Agreement when the information or responses contained in it or them is no longer complete or accurate; and
 - (ix) Any other acts specifically stated in this Agreement as constituting an act of default.
- (c) Any change in ownership or control of Contractor without the prior written approval of the Chief Procurement Officer (when such prior approval is permissible by law), which approval the Chief Procurement Officer will not unreasonably withhold.
- (d) Contractor's default under any other agreement it may presently have or may enter into with the City for the duration of this Agreement. Contractor acknowledges that in the event of a default under this Agreement the City may also declare a default under any such other agreements.
- (e) Contractor's violation of City ordinance(s) unrelated to performance under the Agreement such that, in the opinion of the Chief Procurement Officer, it indicates a willful or reckless disregard for City laws and regulations.

(f) Contractor's failure to update its EDS to reflect any changes in information, including changes in ownership, and to provide it to the City as provided under Section 6.1(a).

8.2 Remedies

(a) Notices. The occurrence of any event of default permits the City, at the City's sole option, to declare Contractor in default. The Chief Procurement Officer may in her sole discretion give Contractor an opportunity to cure the default within a certain period of time, which period of time must not exceed thirty (30) days unless extended by the Chief Procurement Officer. Whether to declare Contractor in default is within the sole discretion of the Chief Procurement Officer and neither that decision nor the factual basis for it is subject to review or challenge under the Disputes provision of this Agreement.

The Chief Procurement Officer will give Contractor written notice of the default, either in the form of a cure notice ("**Cure Notice**"), or, if no opportunity to cure will be granted, a default notice ("**Default Notice**"). If the Chief Procurement Officer gives a Default Notice, she will also indicate any present intent she may have to terminate this Agreement, and the decision to terminate is final and effective upon giving the notice. If the Chief Procurement Officer decides not to terminate, this decision will not preclude her from later deciding to terminate the Agreement in a later notice, which will be final and effective upon the giving of the notice or on the date set forth in the notice, whichever is later. The Chief Procurement Officer may give a Default Notice if Contractor fails to effect a cure within the cure period given in a Cure Notice. When a Default Notice with intent to terminate is given as provided in this Section 8.2 and Article 10, Contractor must discontinue any delivery of Product or 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 City.

(b) Exercise of Remedies. After giving a Default Notice, the City may invoke any or all of the following remedies:

(i) The right to take over and complete the delivery of Product or Services, or any part of them, at Contractor's expense and as agent for Contractor, either directly or through others, and bill Contractor for the cost of the Product, and Contractor must pay the difference between the total amount of this bill and the amount the City would have paid Contractor under the terms and conditions of this Agreement for the Product that were assumed by the City as agent for Contractor under this Section 8.2;

(ii) The right to terminate this Agreement as to any or all of the Product yet to be purchased effective at a time specified by the City;

(iii) The right of specific performance, an injunction or any other appropriate equitable remedy;

(iv) The right to money damages;

(v) The right to withhold all or any part of Contractor's compensation under this Agreement;

(vi) The right to deem Contractor non-responsible in future contracts to be awarded by the City;

(vii) The right to declare default on any other contract or agreement Consultant may have with the City.

(c) **City's Reservation of Rights.** If the Chief Procurement Officer considers it to be in the City's best interests, she may elect not to declare default or to terminate this Agreement. The parties acknowledge that this provision is solely for the benefit of the City and that if the City permits Contractor to continue to provide the Products and Services despite one or more events of default, Contractor is in no way relieved of any of its responsibilities, duties or obligations under this Agreement, nor does the City waive or relinquish any of its rights.

(d) **Non-Exclusivity of Remedies.** 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 City considers expedient.

8.3 Early Termination

(a) In addition to termination under Sections 8.1 and 8.2 of this Agreement, the City may terminate this Agreement, or all or any portion of the delivery of Product or Services to be performed under it, at any time by a notice in writing from the City to Consultant. The City will give notice to Contractor in accordance with the provisions of Article 10. The effective date of termination will be the date the notice is received by Contractor or the date stated in the notice, whichever is later. If the City elects to terminate this Agreement in full, all deliveries of Product or 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 City effective ten (10) days after the date the notice is considered received as provided under Article 10 of this Agreement (if no date is given) or upon the effective date stated in the notice.

(b) After the notice is received, Contractor 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. Payment for any Products delivered or Services actually and satisfactorily performed before the effective date of the termination is on the same basis as set forth in Article 4, but if any compensation is described or provided for on the basis of a period longer than ten (10) days, then the compensation must be

prorated accordingly. No amount of compensation, however, is permitted for anticipated profits on undelivered Product or unperformed Services. The City and Contractor must attempt to agree on the amount of compensation to be paid to Contractor, but if not agreed on, the dispute must be settled in accordance with Article 5 of this Agreement. The payment so made to Contractor is in full settlement for all Product delivered or Services satisfactorily performed under this Agreement.

(c) Contractor 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 City arising from termination of subcontracts after the early termination. Contractor will not be entitled to make any early termination claims against the City resulting from any Subcontractor's claims against Contractor or the City.

(d) If the City's election to terminate this Agreement for default under Sections 8.1 and 8.2 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 8.3.

8.4 Suspension

The City may at any time request that Contractor suspend its delivery of Product or Services, or any part of them, by giving fifteen (15) days prior written notice to Contractor 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. Contractor must promptly resume its delivery of Product or performance of the Services under the same terms and conditions as stated in this Agreement upon written notice by the Chief Procurement Officer and such equitable extension of time as may be mutually agreed upon by the Chief Procurement Officer and Contractor when necessary for continuation or completion of delivery of Product or Services. Any additional costs or expenses actually incurred by Contractor as a result of recommencing the delivery of Product or Services must be treated in accordance with the compensation provisions under Article 4 of this Agreement.

No suspension of this Agreement is permitted in the aggregate to exceed a period of forty-five (45) days within any one (1) year of this Agreement. If the total number of days of suspension exceeds forty-five (45) days, Contractor by written notice to the City may treat the suspension as an early termination of this Agreement under Section 8.3.

8.5 Right to Offset

(a) In connection with Contractor's performance under this Agreement, the City may offset any incremental costs and other damages the City incurs in any or all of the following circumstances:

- (i) if the City terminates this Agreement for default or any other reason resulting from Contractor's performance or non-performance;
- (ii) if the City exercises any of its remedies under Section 8.2 of this Agreement;
- (iii) if the City has any credits due or has made any overpayments under this Agreement.

The City may offset these incremental costs and other damages by use of any payment due for delivery of Product or Services completed before the City terminated this Agreement or before the City exercised any remedies. If the amount offset is insufficient to cover those incremental costs and other damages, Contractor is liable for and must promptly remit to the City 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 City.

(b) As provided under § 2-92-380 of the Municipal Code, the City may set off from Contractor's compensation under this Agreement an amount equal to the amount of the fines and penalties for each *outstanding parking violation complaint* and the amount of any *debt* owed by Contractor to the City as those italicized terms are defined in the Municipal Code.

(c) In connection with any liquidated or unliquidated claims against Contractor, and without breaching this Agreement, the City may set off a portion of the price or compensation due under this Agreement in an amount equal to the amount of any liquidated or unliquidated claims that the City has against Contractor unrelated to this Agreement. When the City's claims against Contractor are finally adjudicated in a court of competent jurisdiction or otherwise resolved, the City will reimburse Contractor to the extent of the amount the City has offset against this Agreement inconsistently with such determination or resolution.

ARTICLE 9. GENERAL CONDITIONS

9.1 Entire Agreement

(a) General

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

(b) No Collateral Agreements

Contractor acknowledges that, except only for those representations, statements or promises 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 City, its officials, agents or employees, has induced Contractor to enter into this Agreement or has been relied upon by Contractor, 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 Products to be delivered or 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.

(c) No Omissions

Contractor acknowledges that Contractor was given ample opportunity and time and was requested by the City to review thoroughly 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. Contractor did so review those documents, and either every such statement, representation, promise or provision has been included in this Agreement or else, if omitted, Contractor 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.

9.2 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.

9.3 Amendments

No changes, amendments, modifications or discharge of this Agreement, or any part of it are valid unless in writing and signed by the authorized agent of Contractor and by the Mayor, Comptroller, and Chief Procurement Officer of the City or their respective successors and assigns. The City incurs no liability for Additional Services without a written amendment to this Agreement under this Section 9.3.

Whenever under this Agreement Contractor is required to obtain the City's prior written approval, the effect of any approval that may be granted pursuant to Contractor's request is

prospective only from the later of the date approval was requested or the date on which the action for which the approval was sought is to begin. In no event is approval permitted to apply retroactively to a date before the approval was requested.

9.4 Governing Law and Jurisdiction

This Agreement is governed as to performance and interpretation in accordance with the laws of the State of Illinois.

Contractor irrevocably submits itself to the original jurisdiction of those courts located within the County of Cook, State of Illinois, with regard to any controversy arising out of, relating to, or in any way concerning the execution or performance of this Agreement. Service of process on Contractor may be made, at the option of the City, either by registered or certified mail addressed to the applicable office as provided for in this Agreement, by registered or certified mail addressed to the office actually maintained by Contractor, or by personal delivery on any officer, director, or managing or general agent of Contractor. If any action is brought by Contractor against the City concerning this Agreement, the action must be brought only in those courts located within the County of Cook, State of Illinois.

9.5 Severability

If any provision of this Agreement is held or deemed 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.

9.6 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.

9.7 Cooperation

Contractor must at all times cooperate fully with the City and act in the City's best interests. If this Agreement is terminated for any reason, or if it is to expire on its own terms, Contractor must make every effort to ensure an orderly transition to another provider of the Product or Services, if any, orderly demobilization of its own operations in connection with the

Product or Services, uninterrupted provision of delivery of Product or 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.

9.8 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.

Whenever under this Agreement the City by a proper authority waives Contractor's performance in any respect or waives a requirement or condition to either the City's or Contractor'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 City may have waived the performance, requirement or condition. Such waivers must be provided to Contractor in writing.

9.9 Electronic Ordering and Invoices

The Contractor shall cooperate in good faith with the City in implementing electronic ordering and invoicing, including but not limited to catalogs, purchase orders, releases, and invoices. Contractor shall accept electronic purchase orders and releases upon request of the Chief Procurement Officer. Contractor shall provide the City electronic catalogs, copies of invoices and other electronic documents upon request. The electronic ordering and invoice documents shall be in a format specified by the City and transmitted by an electronic means specified by the City. Such electronic means may include, but are not limited to, disks, e-mail, EDI, FTP, web sites, and third party electronic services. The Chief Procurement Officer reserves the right to change the document format and/or the means of transmission upon written notice to the Consultant. Contractor shall ensure that the essential information, as determined by the Chief Procurement Officer, in the electronic document, corresponds to that information submitted by the Contractor in its paper documents. The electronic documents shall be in addition to paper documents required by this contract, however, by written notice to the Consultant, the Chief Procurement Officer may deem any or all of the electronic ordering and invoice documents the official documents and/or eliminate the requirement for paper ordering and invoice documents.

9.10 Participation by Other Local Government Agencies

Other local government agencies may be eligible to participate in this agreement pursuant to the terms and conditions of this Contract if such agencies are authorized, by law or their governing bodies, to execute such purchases, and if such authorization is allowed by the City of Chicago's Chief Procurement Officer, and if such purchases have no net adverse effect on the

City of Chicago, and result in no diminished services from the Contractor to the City's user departments pursuant to such purchases. Examples of such Local Government Agencies are: Board of Education, Chicago Park District, City Colleges of Chicago, Chicago Transit Authority, Chicago Housing Authority, Chicago Board of Elections, Metropolitan Pier and Exposition Authority (McCormick Place, Navy Pier), and the Municipal Courts. Said purchases shall be made upon the issuance of a purchase order directly from the Local Government Agency. The City will not be responsible for payment of any amounts owed by any other Local Government Agencies, and will have no liability for the acts or omissions of any other Local Government Agency.

ARTICLE 10. NOTICES

Notices provided for in this Agreement, unless provided for otherwise in this Agreement, must be given in writing and may be delivered personally or by placing in the United States mail, first class and certified, return receipt requested, with postage prepaid and addressed as follows:

If to the City: Department of Business and Information Services
Daley Center-27th Floor
50 W. Washington Blvd.
Chicago, Illinois 60602
Attention: Commissioner

and

Department of Procurement Services
Room 403, City Hall
121 North LaSalle Street
Chicago, Illinois 60602
Attention: Chief Procurement Officer

With Copies to: Department of Law
Room 600, City Hall
121 North LaSalle Street
Chicago, Illinois 60602
Attention: Corporation Counsel

If to Contractor: System Solutions, Inc.
3630 Commercial Ave.
Northbrook, Illinois 60062
Attention: Naushad Ali

Changes in these addresses must be in writing and delivered in accordance with the provisions of this Article 10. Notices delivered by mail are considered received three (3) days

after mailing in accordance with this Article 10. Notices delivered personally are considered effective upon receipt. Refusal to accept delivery has the same effect as receipt.

ARTICLE 11. AUTHORITY

Execution of this Agreement by Contractor 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 Contractor have been made with complete and full authority to commit Contractor 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.

[Signature Pages, Exhibits and Schedules follow.]

SIGNATURE PAGE

SIGNED at Chicago, Illinois:

(System Solutions, Inc.¹)

By: ZULEI SAYLA

Its: V.P.

Attest: [Signature]

State of

County of

This instrument was acknowledged before me on 12/20/06 (date) by ZULEI SAYLA (name/s of person/s) as V.P. (type of authority, e.g., officer, trustee, etc.) of SYSTEM SOLUTIONS INC. (name of party on behalf of whom instrument was executed).

[Signature]
(Signature of Notary Public)

Seal:



Commission Expires: 4/16/2008

CITY OF CHICAGO

By: [Signature]
Chief Procurement Officer

[Signature] 2007
Comptroller

[Signature]
Mayor

¹If Contractor is a joint venture or other legal entity for which this signature format is inappropriate, please substitute an appropriate signature page with appropriate attestation and notarization.

List of Exhibits

- EXHIBIT 1 SCOPE OF SERVICES**
- EXHIBIT 2 SCHEDULE OF COMPENSATION**
- EXHIBIT 3 SPECIAL CONDITIONS REGARDING MBE/WBE COMMITMENT AND SCHEDULES**
- EXHIBIT 4 ECONOMIC DISCLOSURE STATEMENT AND AFFIDAVIT**
- EXHIBIT 5 INSURANCE REQUIREMENTS AND EVIDENCE OF INSURANCE**
- EXHIBIT 6 LIST OF KEY PERSONNEL**

Exhibit 1

Scope of Services

1. It is the intent of the City to award one (1) Agreement to a "Primary Vendor", per Group, based on the Highest Percentage Discount off Manufacturer's Price Lists resulting in the Lowest Total Price proposed by Respondent meeting all the terms and conditions of this RFQ

However, to ensure no disruption in service and delivery of Computer Software, Hardware, Peripherals, Supplies and Related Equipment specified herein to the City of Chicago, the Chief Procurement Officer reserves the right to award a separate Agreement to "Secondary and Tertiary Vendors", for each Group, meeting all the terms and conditions of this RFP.

Departments will place orders with the "Secondary Vendor" only in the event that the "Primary Vendor" is found to be in Default of the Agreement. Also, should the "Secondary Vendor" be found in Default, Departments will be able to order from the "Tertiary Vendor."

2. Respondent must act as a licensing agent for the various listed and unlisted software manufacturers to facilitate the sale of perpetual and non-perpetual software licenses to the City of Chicago and its Sister Agencies. Respondent must have the ability to provide software upgrades and service outdated software. Upgrade is defined as an agreement purchased against a copy of software where the manufacturer agrees to provide software, documentation and service such as, but not limited to, new versions, patches, corrections and assistance with defects in the software Product.

Respondent must provide maintenance of Software being acquired pursuant to the specifications to include preventative maintenance, remedial maintenance as may be required, and program changes, updates, and enhancements which may be furnished by Respondent and/or Software manufacturer

The City may opt to purchase support for the licensed software if bundled with software subscriptions. The support must provide comprehensive direct phone, web, and email access to technical support specialists for problem resolution, bug reporting, documentation clarification and technical guidance.

3. A separate license is required for each machine on which any licensed software will be utilized.

The City is authorized to transfer the license to and use the licensed software on a backup machine when the designated machine or an associated unit required for use of the licensed software is temporarily inoperable and until operable status is restored and processing on the backup machine is completed. Also, if another machine for assembly or compilation of the licensed Software if the designated machine and its associated units do not provide the configuration required for assembly or completion.

Each additional license for Software (operating or applications) already licensed by the City under the Contract will be ordered separately. For additional licenses, in lieu of distribution from the Contractor, the City may elect to copy the licensed Software previously distributed to the City by the Contractor in machine readable form. Permission to copy granted will not apply to licensed Software provided in printed form.

In addition to the basic license for Software for each machine, the City may as part of the specifications require the Respondent to provide alternate types of licenses such as:

Installation License- the City is authorized to use the licensed Software on any other machine in the same installation as the designated machine. Same installation means a single room or contiguous rooms.

Location License- the City is authorized to use the licensed Software on any other machine in the same location as the designated machine. Same location means single mailing address and contained within a single building.

Distributed License- the City is also authorized to use the licensed Software on other machines not covered under the Installation or Location License.

4. Technology Upgrades-Set forth in the Cost Schedule is a list of the hardware equipment and other equipment components to be purchased by the City to operate the listed software. The hardware configuration sets forth the minimum specifications and capacity requirements that are necessary and sufficient for the daily operation of City departments.

The City may procure and deploy a configuration that varies from the listed Hardware and such deployed configuration will be deemed the recommended hardware configuration so long as such deployed configuration provides no less than the capacity and processing power provided by the recommended Hardware.

The recommended Hardware configuration includes any changes made thereto following the initial deployment hereunder that are agreed upon by the parties or are otherwise made in connection to this Agreement or the City's technology upgrade programs as established by the City from time to time.

5. Technical Reference Manuals- Respondent must provide on or before the required delivery date for Computer Hardware, Software, Peripherals, Supplies, Related Equipment, one (1) complete set of all applicable reference manuals. Unless otherwise expressly prohibited by the Respondent/Manufacturer, said manuals may be reproduced by the City for its own internal use.
6. At a minimum, the Respondent must provide monthly, quarterly and annual reports in an electronic Excel spreadsheet format to the Department of Business and Information Services and respective Using Department indicating total purchases of Computer Hardware, Software, Peripherals, and Related Equipment and total spend per department. Minimum reporting requirements include:

All Computer Hardware, Software, Peripherals, Supplies, Related Equipment, licenses, maintenance, support and upgrades purchased by departments, purchase order number, invoice number and date, list price, City price, quantity purchased, extended price, manufacturer name, and part number. Contractor must also submit a summary of all City of Chicago software use within thirty (30) business days of Contract expiration or termination.

The Chief Procurement officer reserves the right to request additional reports through out the Contract term.

7. Respondent must make deliveries at no charge, (F O B.), City of Chicago, to various City Departments or Sister Agencies, to various shipping locations, regardless of the purchase order release amount.

Deliveries of Listed Products must be made to the City no later than thirty (30) business days from the time specified on the purchase order release, unless a later delivery date is approved by BIS. All Unlisted Products must be delivered on or before the delivery time and date specified on the purchase order release.

Orders for all Personal Computers (PC's) and Laptops must ship to the configuration and staging center located at Computer Services and Consulting, Inc (CS&C), Attn: Terry Crozier, 1613 S. Michigan, Chicago, Illinois 60616 unless prior approval for different shipping arrangements are obtained from the Department of Business and Information Services. Respondent must call Terry Crozier at 312-360-1100 to make an appointment prior to delivery.

Also, the Respondent must be able to provide and arrange desktop delivery. The driver is required to make desktop deliveries to locations specified on the purchase order release. Drivers must have proper identification such as a driver's license and/or company identification. Trucks or vehicles may be subject to inspection by a City of Chicago Security Officer or authorized City personnel before entering any City facility.

Deliveries must be made between the hours of 7 a.m. through 4 p.m., Monday through Friday, excluding any holidays.

The City reserves the right to add or delete locations as required during the contract period.

RICHARD J. DALEY CENTER AND CITY HALL DELIVERIES

The following procedures must be adhered to for deliveries to the Richard J. Daley Center and City Hall:

- All deliveries must be pre-arranged utilizing the attached form. Notification must be provided at least forty-eight (48) hours in advance during the week and at least seventy-two (72) hours in advance for weekends and Mondays. A form will need to be filled out for each delivery. Fax completed forms to the Richard J. Daley Center, Office of the Building at (312) 603-6950. Call (312) 603-7890 to verify receipt of the fax and approval prior to making deliveries.
 - Every delivery made to the building must be made by a pre-approved driver from your company. We require that your company furnish legible photocopies of your staff's valid driver's licenses (including replacement drivers). Copies need only be sent once. In addition, photographs of pre-approved drivers will be taken for the record.
 - All delivery personnel will receive a temporary identification badge that must be worn at all times while in the building.
 - All delivery vehicles will be searched prior to gaining access to the dock area.
 - All unauthorized deliveries and unapproved drivers will not be allowed entrance into the building.
8. **Notice of Delay or Impossibility-** The Respondent must notify the Using Department within twenty-four (24) hours of receiving the purchase order release from the City of any Products that cannot be delivered for any reason within the time periods required. The Respondent must provide a written explanation of the reasons why the Products cannot be delivered in a timely manner, and a recommendation either: (1) for Product substitutions or other equipment solutions that will allow the City to achieve the same or better functionality, or (2) for variations from the terms of this contract (e.g. an extension of time to accommodate a manufacturer's delay) that will allow the Respondent to supply the merchandise. The City will have the sole discretion to accept or reject any or all recommendation of equipment substitutions and/or variations from the specifications herein.
- In such instances that a Manufacturer discontinues a product, the Contractor must work with the BIS to identify and implement alternative options that maintain or reduce costs associated with the replacement.
- Delivery of Listed Product must be made no more than seventy-two (72) hours after the delivery date specified on the quotation.
9. **Return of Listed Products -** The City may return any Product that is listed on the proposal pages for any reason, if the City notifies the Respondent of its intent to do so within forty-five (45) days of the City's receipt of the Products
- Return of Unlisted Products -** The City may return any Unlisted Product up to forty-five (45) days after delivery of the Product to the City.
- All unopened Products may be returned by the City for a full value within thirty (30) days of receipt. All opened Products may be returned for full value within sixty (60) days of receipt.
10. **Catalogs/Price Lists-** All pricing will be governed by the latest editions or supplements to current Manufacturer's published price lists unless specified otherwise on the Proposal Page. The Respondent will be responsible for notifying the Chief Procurement Officer, at least thirty (30) calendar days in advance of any price changes and/or issuance of revised price lists prior to submittal of invoices with new prices.
- The Respondent is prohibited from providing any products that do not fall within a specific Group category. The Chief Procurement Officer reserves the right to restrict the purchase of any product or group of products contained within the Group category. For example: Group A: Computer Hardware, only hardware products can be purchased from this category. Therefore, no software, peripherals, network equipment or communication distribution products can be purchased from Group A.

The Chief Procurement Officer further reserves the right to lift restrictions or make changes to the restricted items at any time, when it is deemed to be in the best interest of the City. The Groups are as follows:

Group A- Software

Group B- Hardware-Dell

Group C- Hardware-Hewlett Packard

Group D- Hardware/Software-Sun Microsystems

Group E- Peripherals

Group F- Networking Equipment

Group G- Communication Distribution Products

Group H- Supplies, etc.

11. The Department of Business and Information Services technical architecture team will review each order for Products. This review will consider the following factors:

- Adherence to City standards;
- Feature/functions of manufacturer's current model;
- Availability of product to meet City requirements;
- Track record of the manufacturer's equipment both inside and outside the City;
- Support availability from the City's outsourcer under the terms of their contract;
- Total Cost of Ownership as defined by an independent research firm,
- Current mixture of brands within the procuring department;
- Guarantee by manufacturer to utilize exactly the same components for all devices in a single order.

12. The following items can be purchased by City of Chicago Using Departments without prior written approval by the Department of Business and Information Services.

- Standard PC's
- Standard Desktop Printers
- Standard Desktop Scanners

BIS will provide the Respondent with a complete list of City of Chicago standard hardware after award of Agreement.

The following items require pre-approval from BIS before items are purchased and shipped to any Using Department.

- Network Devices (hubs, switches, routers, etc)
- Network Printers
- Software
- Servers
- Server and PC upgrades (memory, disks, processors, etc)
- Any PC's, printers (including color printers) or scanners other than the standard items listed above.

Failure to get prior approval from BIS on the items listed above will be cause to find the Contractor in default of this requirement and may result in the termination of Contract.

13 Unspecified Computer Hardware/Software, Peripherals, Supplies and Related Equipment-

Any Computer Hardware/Software, Peripherals, Supplies and Related Equipment not specifically listed herein may be added to this Agreement if they fall within the same specific category of Computer Hardware/Software, Peripherals, Supplies and Related Equipment originally awarded (e.g. Computer Hardware/Software, Peripherals, Supplies and Related Equipment, etc) The lifetime dollar usage of each line item for the proposed Computer Hardware/Software, Peripherals, Supplies and Related Equipment added to this Agreement must not exceed ten percent (10%) of the original Contract award amount.

The Department of Business and Information Services will notify the Contractor in writing of the required Computer Hardware/Software, Peripherals, Supplies and Related Equipment A written request for price proposal for the addition of the proposed Computer Hardware/Software, Peripherals, Supplies and Related Equipment will be sent to the Contractor by the Department of Business and Information Services. Such Computer Hardware/Software, Peripherals, Supplies and Related Equipment may be added to the Agreement only if the prices are competitive with current market prices and said Computer Hardware/Software, Peripherals, Supplies and Related Equipment are approved by the Chief Procurement Officer in the form of a written Amendment signed by the Contractor and the City. The Chief Procurement Officer reserves the right to seek competitive pricing information on said Computer Hardware/Software, Peripherals, Supplies and Related Equipment from other suppliers and to procure such Computer Hardware/Software, Peripherals, Supplies and Related Equipment in a manner which serves the best interest of the City.

Any such Computer Hardware/Software, Peripherals, Supplies and Related Equipment provided by the Contractor, without a properly executed Amendment are provided entirely at the Contractor's risk. Consequently, in the event that such Amendment is not executed by the City, the Contractor hereby releases the City from any liability whatsoever to pay for any Computer Hardware/Software, Peripherals, Supplies and Related Equipment provided prior to the Contractor's receipt of the fully signed Amendment.

14 Patents & Copyrights- The City reserves an exclusive, perpetual and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for City purposes, including, but not limited to, commercial exploitation; (i) the copyright or patent in any work developed under this Proposal, and (ii) any rights of copyright or patent to which the Respondent purchases ownership with the funds awarded pursuant to this Proposal

If the federal government determines that a patent or copyright which is developed or purchased by the Respondent serves a federal government purpose, a royalty-free, non-exclusive and irrevocable license will vest in the federal government. The Respondent must promptly and fully report to the federal government any discovery or invention arising out of, or developed in conjunction with the services for a determination as to

whether patent protection on such invention or discovery should be sought. The rights to such patent will be administered as set forth above and in 37. C F. R. part 401 and in 28 C F. R '66 34.

Ownership of Documents- All required submittals including but not limited to work products, materials, documents, and reports, if any, described in this Proposal, will be the property of the City. Respondent will be responsible for any loss or damage to the documents while they are in its possession and any such document lost or damaged will be restored at the expense of the Contractor. If not restorable, the Respondent will be responsible for any loss suffered by the City on account of such destruction. Full access to all finished or unfinished document, data, studies and reports to be prepared by Respondent hereunder during the performance of this Contract will be available to the City during normal business hours upon reasonable notice

Hold Harmless- Unless prohibited by state law, upon request by the Federal government, Respondent will indemnify, save, and hold harmless the City and its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the Contractor of proprietary rights, patents, copyrights, or rights of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any material or data produced under the Contract

**CITY OF CHICAGO
BLANKET PURCHASE ORDER**

Original (DPS)

Furnish the supplies and/or services described below in conformance with conditions set forth herein and in your offer.

DATE OF AWARD	DEPARTMENT NUMBER	PURCHASE ORDER	SPECIFICATION NUMBER	VENDOR NUMBER	SITE NAME	DELIVERY DATE	PAGE NUMBER
IN PROCESS	06	13797	40767	1010918	A		1

BUYER:

126152 VICTORIA SANTIAGO 312-744-9760

ORDERED FROM:

SYSTEMS SOLUTIONS, INC.
3630 COMMERCIAL AVE. (EFT)
NORTHBROOK, IL 60062

PO DESCRIPTION: COMPUTER HARDWARE, SOFTWARE, PERIPHERALS, SUPPLIES AND RELATED EQUIPMENT (SECONDARY)

COMMODITY INFORMATION

Line	Item	Item Description	UOM	Unit Cost
1	20785 95	APC NETWORKING EQUIPMENT	USD	0.00
2	92047 03	APC NETWORKING EQUIPMENT ANNUAL SUPPORT/MAINTENANCE	USD	0.00
3	20464 89	APPLE NETWORKING EQUIPMENT	USD	0.00
4	92047 31	APPLE NETWORKING EQUIPMENT ANNUAL SUPPORT/MAINTENANCE	USD	0.00
5	20464 92	AXIS NETWORKING EQUIPMENT	USD	0.00
6	92037 07	AXIS NETWORKING EQUIPMENT ANNUAL SUPPORT/MAINTENANCE	USD	0.00
7	20540 01	CISCO NETWORKING EQUIPMENT (FULL LINE)	USD	0.00
8	92037 01	CISCO ANNUAL SUPPORT/MAINTENANCE	USD	0.00
9	20767 90	KINGSTON NETWORKING EQUIPMENT	USD	0.00
10	92047 42	KINGSTON ANNUAL SUPPORT/MAINTENANCE	USD	0.00
11	20464 93	MILAN NETWORKING EQUIPMENT	USD	0.00
12	92047 17	MILAN NETWORKING EQUIPMENT ANNUAL SUPPORT/MAINTENANCE	USD	0.00
13	20464.98	NOKIA SECURITY NETWORKING EQUIPMENT	USD	0.00
14	92037.02	NOKIA SECURITY NETWORKING EQUIPMENT ANNUAL SUPPORT/MAINTENANCE	USD	0.00
15	20540 03	NORTEL NETWORKING EQUIPMENT (FULL LINE)	USD	0.00
16	92037 03	NORTEL NETWORKING EQUIPMENT ANNUAL SUPPORT/MAINTENANCE	USD	0.00
17	20540 04	OMNITRON SYSTEMS NETWORKING EQUIPMENT	USD	0.00
18	92037 04	OMNITRON SYSTEMS NETWORKING EQUIPMENT ANNUAL SUPPORT/MAINTENANCE	USD	0.00
19	20837 02	PENLINK NETWORKING EQUIPMENT	USD	0.00
20	92045 40	PENLINK ANNUAL SUPPORT/MAINTENANCE	USD	0.00
21	20540 05	RARITAN NETWORKING EQUIPMENT	USD	0.00
22	92037.05	RARITAN NETWORKING EQUIPMENT ANNUAL SUPPORT/MAINTENANCE	USD	0.00
23	20464 91	SONY NETWORKING EQUIPMENT	USD	0.00
24	92047 40	SONY NETWORKING EQUIPMENT ANNUAL SUPPORT/MAINTENANCE	USD	0.00
25	20464	UNLISTED/ALTERNATE MANUFACTURERS-NETWORKING EQUIPMENT	USD	0.00
26	92037	UNLISTED/ALTERNATE MANUFACTURERS NETWORKING EQUIPMENT ANNUAL SUPPORT/MAINTENANCE	USD	0.00
27	20478.98	HP PLOTTER PENS	USD	0.00
28	20785 95	APC SUPPLIES	USD	0.00
29	20767	UNLISTED/ALTERNATE MANUFACTURERS-SUPPLIES	USD	0.00
30	20742	BLANK MEDIA (TAPES, CD, DVD, DISKETTES, ETC.)	USD	0.00
31	84030	DIGITAL MEDIA SUPPLIES	USD	0.00
32	20410 05	CABINETS AND CASES (DESKTOP, TOWER, DRIVE, ETC.)	USD	0.00

***THIS IS NOT AN ORDER

THE ABOVE VENDOR AGREES TO FURNISH AND DELIVER, IN ACCORDANCE WITH THE TERMS OF THE GENERAL AND SPECIAL CONDITIONS AND DETAILED SPECIFICATIONS, ONLY THOSE ITEMS LISTED ABOVE. CITY DEPARTMENTS WILL ISSUE RELEASES FOR ITEMS AS REQUIRED. THE CITY WILL NOT BE OBLIGATED TO PAY IN EXCESS OF THE INDICATED UNIT PRICES SUBJECT TO ANY APPROVED ESCALATION/DE-ESCALATION.

EXHIBIT 2
SCHEDULE OF COMPENSATION

Cost Schedule

Line Item	Group	SSI	Commodity Code	Estimated Annual Purchase	Discount off MSRP	Extended Price
	F	Networking equipment				
1	F	APC	20785.95	\$100,000	30.00%	\$ 70,000.00
2	F	APC annual support/maintenance	92047.03	\$50,000	28.00%	\$ 36,000.00
3	F	Apple	20464.69	\$50,000	5.00%	\$ 47,500.00
4	F	Apple Annual Support	92047.31	\$30,000	3.00%	\$ 29,100.00
5	F	Axis	20464.92	\$1,000	10.00%	\$ 900.00
6	F	Axis annual support/maintenance	92037.07	\$1,000	10.00%	\$ 900.00
7	F	Cisco networking (full line)	20540.01	\$500,000	31.08%	\$ 344,600.00
8	F	Cisco annual support/maintenance	92037.01	\$50,000	25.00%	\$ 37,500.00
9	F	Kingston	20767.90	\$10,000	15.00%	\$ 8,500.00
10	F	Kingston annual support/maintenance	92047.42	\$5,000	15.00%	\$ 4,250.00
11	F	Milan	20464.93	\$1,000	5.00%	\$ 950.00
12	F	Milan annual support/maintenance	92047.17	\$1,000	5.00%	\$ 950.00
13	F	Nokia security	20464.98	\$50,000	27.00%	\$ 36,500.00
14	F	Nokia annual support/maintenance	92037.02	\$20,000	5.00%	\$ 19,000.00
15	F	Nortel annual support/maintenance	92037.03	\$50,000	10.00%	\$ 45,000.00
16	F	Nortel networking (full line)	20540.03	\$500,000	23.00%	\$ 385,000.00
17	F	Omnitron Systems	20540.04	\$10,000	5.41%	\$ 9,459.00
18	F	Omnitron Systems annual support and mainte	92037.04	\$5,000	5.03%	\$ 4,748.50
19	F	Perlink	20827.02	\$10,000	5.00%	\$ 9,500.00
20	F	Perlink annual support/maintenance	92045.40	\$50,000	5.00%	\$ 47,500.00
21	F	Raritan	20540.05	\$10,000	10.00%	\$ 9,000.00
22	F	Raritan annual support and maintenance	92037.05	\$5,000	10.00%	\$ 4,500.00
23	F	Sony	20464.91	\$100,000	5.00%	\$ 95,000.00
24	F	Sony annual support/maintenance	92047.40	\$25,000	5.00%	\$ 23,750.00
25	F	Unlisted/Alternate Manufacturers	20464.00	\$250,000	25.00%	\$ 187,500.00
26	F	Unlisted/Alternate Manufacturers annual supp	92037.00	\$50,000	25.00%	\$ 37,500.00
					Total F	\$ 1,495,107.50
	H	Supplies, etc.				
1	H	HP plotter pens	20478.98	\$100,000	27.00%	\$ 73,000.00
2	H	APC, Inc	20785.95	\$10,000	30.00%	\$ 7,000.00
3	H	Unlisted/Alternate Manufacturers	20567.00	\$100,000	10.00%	\$ 90,000.00
4	H	Non-manufacturer specific items:				\$ -

Computer, Hardware, Software, Peripherals, Supplies and Related Equipment

Cost Schedule

Line Item	Group	SSI-	Commodity Code	Estimated Annual Purchase	SSI Price	Extended Price
5	H	Blank media (tape, cd, dvd, diskette, etc)	20742.00	\$500,000	30.00%	\$ 350,000.00
6	H	Digital Media	84030.00	\$25,000	30.00%	\$ 17,500.00
7	H	Cabinets and Cases (desktop, tower, drive,	20410.05	\$100,000	30.00%	\$ 70,000.00
					Total H	607,500.00
				Grand Total:		\$ 2,102,607.50
				Total for 5 yrs:		\$ 10,513,037.50

EXHIBIT 3
SPECIAL CONDITIONS REGARDING
MBE/WBE COMMITMENT AND SCHEDULES

**SPECIAL CONDITION REGARDING MINORITY BUSINESS ENTERPRISE COMMITMENT AND
WOMEN BUSINESS ENTERPRISE COMMITMENT
(MBE/WBE Professional Services)**

I. Policy and Terms

- A. It is the policy of the City of Chicago that Local Businesses certified as Minority Business Enterprises (MBE) and Women Business Enterprises (WBE) in accordance with Section 2-92-420 et seq. of the Municipal Code of Chicago and Regulations Governing Certification of Minority and Women-owned Businesses, and all other Regulations promulgated under the aforementioned sections of the Municipal Code shall have the maximum opportunity to participate fully in the performance of this agreement. Therefore, the contractor shall not discriminate against any person or business on the basis of race, color, national origin or sex, and shall take affirmative action to ensure that women and minority businesses shall have the maximum opportunity to compete for and perform subcontracts for supplies or services.

The Chief Procurement Officer has established a goal of awarding not less than 25% of the annual dollar value of all non-construction contracts to certified MBEs and 5% of the annual dollar value of all non-construction contracts to certified WBEs.

- B. Failure to carry out the commitments and policies set forth herein shall constitute a material breach of the contract and may result in the termination of the contract or such remedy as the City of Chicago deems appropriate.
- C. Accordingly, the contractor commits to expend at least the following percentages of the total contract price (inclusive of any and all modifications and amendments), if awarded, for contract participation by MBEs and WBEs:
- MBE Contract Goal: 16.9%
WBE Contract Goal: 4.5%
- D. The commitment is met by the contractor's status as an MBE or WBE, or by a joint venture with one or more certified MBEs or WBEs that will perform work on the project, or by subcontracting a portion of the work to one or more MBEs or WBEs, or by the purchase of materials used in the performance of the contract from one or more MBEs or WBEs, or by the indirect participation of MBEs or WBEs in other aspects of the contractor's business (but no dollar of such indirect MBE or WBE participation shall be credited more than once against a contractor's MBE or WBE commitment with respect to all contracts of such contractor), or by any combination of the foregoing.

Note: MBE/WBE participation goals are separate and those businesses certified with the City of Chicago as both an MBE and WBE shall not be credited more than once against a contractor's MBE or WBE commitment in the performance of the contract.

- E. As noted above, the contractor may meet all or part of this commitment by contracting with MBEs or WBEs for the provision of goods or services not directly related to the performance of this contract. However, in determining the manner of MBE/WBE participation, the contractor shall first consider involvement of MBEs/WBEs as joint venture partners, subcontractors, and suppliers of goods and services directly related to the performance of this contract. In appropriate cases, the Chief Procurement Officer will require the contractor to demonstrate the specific efforts undertaken to involve MBEs and WBEs in direct participation in the performance of this contract.
- F. The contractor also may with prior approval of the Chief Procurement Officer or designee, meet all, or part, of this commitment through credits received pursuant to Section 2-92-530 of the Municipal Code of Chicago for the voluntary use of MBEs or WBEs in private sector projects.

II. Definitions

- A. **"Minority Business Enterprise" or "MBE"** means a firm awarded certification as a minority owned and controlled business in accordance with City Ordinances and Regulations.
- B. **"Women Business Enterprise" or "WBE"** means a firm awarded certification as a women owned and controlled business in accordance with City Ordinances and Regulations.
- C. **"Directory"** means the Directory of Certified "Disadvantaged Business Enterprises," "Minority Business Enterprises" and "Women Business Enterprises" maintained and published by the Contract Compliance

Administrator. The Directory identifies firms that have been certified as MBEs and WBEs, and includes both the date of their last certification and the area of specialty in which they have been certified. Contractors are responsible for verifying the current certification status of all proposed MBE and WBE firms.

- D. **"Area of Specialty"** means the description of an MBE or WBE firm's business which has been determined by the Chief Procurement Officer to be most reflective of the MBE or WBE firm's claimed specialty or expertise. Each MBE/WBE letter of certification contains a description of the firm's Area of Specialty. This information is also contained in the Directory. Credit toward this contract's MBE and WBE participation goals shall be limited to the participation of firms performing within their Area of Specialty.

NOTICE: The Department of Procurement Services does not make any representation concerning the ability of any MBE/WBE to perform work within their Area of Specialty. It is the responsibility of all contractors to determine the capability and capacity of MBEs/WBEs to satisfactorily perform the work proposed.

- E. **"Joint Venture"** means an association of two or more businesses to carry out a single business enterprise for profit, and for which purpose they combine their expertise, property, capital, efforts, skill and knowledge. Contractors may develop joint venture agreements as an instrument to provide participation by MBEs and WBEs in contract work.

- F. **"Contract Compliance Administrator"** means the officer appointed pursuant to Section 2-92-490 of the Municipal Code of Chicago.

III. Joint Ventures

Bidders may develop joint venture agreements as an instrument to provide participation by certified MBEs and WBEs in contract work. A joint venture seeking to be credited for MBE and/or WBE participation may be formed among MBE and/or WBE firms or between an MBE and/or WBE firm and a non-MBE/WBE firm.

A joint venture is eligible for MBE or WBE credit if the MBE/WBE joint venture partner(s) share in the ownership, control and management responsibilities, risks and profits of the joint venture, and are responsible for a clearly defined portion of work to be performed, in proportion with the MBE and/or WBE ownership percentage.

Notice: The City requires that, whenever a joint venture is proposed as the prime contractor, each joint venture partner must separately sign the proposal to the City, in the pages captioned, TO BE EXECUTED BY A CORPORATION; TO BE EXECUTED BY A PARTNERSHIP; and/or TO BE EXECUTED BY A SOLE PROPRIETOR, as applicable.

IV. Counting MBE/WBE Participation Toward the Contract Goals

- A. The inclusion of any MBE or WBE in the contractor's MBE/WBE Utilization Plan shall not conclusively establish the contractor's right to full MBE/WBE credit for that firm's participation in the contract. Once an MBE or WBE is determined to be eligible in accordance with these rules, the total dollar value of the work awarded to the MBE or WBE may be counted toward the MBE or WBE goal except as indicated below:
- B. The Chief Procurement Officer reserves the right to deny or limit MBE/WBE credit to the contractor where any MBE or WBE is found to be engaged in substantial subcontracting or pass-through activities with others. A contractor may count toward its MBE and WBE goals only expenditures to firms that perform a commercially useful function. A firm is considered to perform a commercially useful function when it is responsible for the performance of a clearly defined and distinct element of work and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To determine whether a firm is performing a commercially useful function, the Chief Procurement Officer shall evaluate the amount of work subcontracted, industry practices, and other relevant factors. The amount of MBE/WBE participation credit shall be based upon an analysis by the Chief Procurement Officer of the specific duties that will be performed by the MBE or WBE. Each MBE/WBE shall be expected to actually perform a substantial (i.e., more than eighty-five percent (85%)) portion of the work contemplated for it by any subcontract or agreement through the use of its own employees and equipment.

Requested information may include, without limitation: (1) specific information concerning brokers' fees and/or commissions; (2) intended sub-suppliers or other sources of goods and/or services; and (3) specific financial or other risks to be assumed by the MBE/WBE.

- C. MBEs and WBEs who have been certified as "brokers" shall no longer be considered eligible to participate for any consideration of MBE or WBE credit on contracts awarded by the City in 1993 and thereafter, until further notice.
- D. A joint venture may count toward its MBE or WBE goal the dollar value of the actual work performed by the MBE and/or WBE joint venture partner with its own resources.

The Chief Procurement Officer reserves the right to disallow goal credit for all, or any portion, of work performed by an MBE or WBE joint venturer based on evaluations of non-compliance with these Special Conditions or any other City, State and/or Federal regulation.

V. Regulations Governing Reduction or Waiver of MBE/WBE Goals

The following Regulations set forth the standards to be used in determining whether or not a reduction or waiver of the MBE/WBE commitment goals of a particular contract is appropriate. If a bidder or proposer determines that it is unable to meet the MBE and/or WBE goal percentage on a City of Chicago contract, a written request for the reduction or waiver of the commitment must be included in the bid or proposal.

The written request for reduction or waiver from the commitment must be in the form of a signed petition for grant of relief from the MBE/WBE percentages submitted on the bidder/proposers letterhead, and must demonstrate that all required efforts as set forth in this document were taken to secure eligible Minority and Women Business Enterprises to meet the commitments. The Chief Procurement Officer or designee shall determine whether the request for the reduction or waiver will be granted.

Bidders/proposers will be considered responsive to the terms and conditions of these Regulations if a waiver request and proof of notification to an assist agency is submitted at the time of bid/proposal opening. Once the bids have been opened, the lowest responsive and responsible bidder so deemed by the Chief Procurement Officer or authorized designee will have no more than fourteen (14) calendar days to submit to the Department of Procurement complete documentation that adequately addresses the conditions for waiver described herein. **Proposers responding to Request for Proposals (RFPs) who have been identified as a short listed candidate and/or a prospective awardee will be given a designated time allowance, but no more than fourteen (14) calendar days to submit to the Department of Procurement Services complete documentation that adequately addresses the conditions for waiver described herein. Respondents to Request for Information and or Qualifications (RFI/RFQs) deemed by the Chief Procurement Officer or authorized designee to be the most responsive and responsible shall submit documentation that adequately addresses the conditions for waiver described herein during negotiations.** Failure to submit documentation sufficient to support the waiver request will cause the bid/proposal to be found non-responsive by the Chief Procurement Officer, and the bid/proposal will be rejected. In such cases the remedies to be taken by the Chief Procurement Officer, in his discretion, may include, but are not limited to, forfeiture of bid deposit; negotiating with the next lowest bidder/proposer; or re-advertising the bid/proposal. All bidders/proposers are encouraged to submit all required documents at the time of bid opening to expedite the contract award.

A. Direct/Indirect Participation

Each of the following elements must be present in order to determine whether or not such a reduction or waiver is appropriate.

1. The bidder/proposer has documented the unsuccessful solicitation for either subcontractors or joint venture partners of at least 50% (or at least five when there are more than eleven certified firms in the commodity area) of the appropriate certified MBE/WBE firms to perform any direct or indirect work identified or related to the advertised bid/proposal. Direct participation involves subcontracting a portion of the goods/services specifically required in the bid/proposal. Indirect participation is the subcontracting of goods/services not specifically related to the performance of this contract. Documentation must include but is not necessarily limited to:
 - a. A detailed statement of efforts to identify and select portions of work identified in the bid solicitation for subcontracting to certified MBE/WBE firms;
 - b. A listing of all MBE/WBE firms contacted that includes:
 - (1) Names, address and telephone numbers of MBE/WBE firms solicited;
 - (2) Date and time of contact;
 - (3) Method of contact (written, telephone, facsimile, etc.)

c. Copies of letters or any other evidence of mailing that substantiates outreach to MBE/WBE vendors that includes:

- (1) Project identification and location;
- (2) Classification/commodity of work items for which quotations were sought;
- (3) Date, item and location for acceptance of subcontractor bid proposals;
- (4) Detailed statement which summarizes direct negotiations with appropriate MBE/WBE firms for specific portion of the work and indicates why negotiations were unsuccessful;
- (5) Affirmation that good faith efforts have been demonstrated by choosing subcontracting opportunities likely to achieve MBE/WBE goals by not imposing any limiting conditions which were not mandatory for all subcontractors; or denying the benefits ordinarily conferred on MBE/WBE subcontractors for the type of work that was solicited.

OR

2. Subcontractor participation will be deemed excessively costly when the MBE/WBE subcontractor proposal exceeds the average price quoted by more than twenty percent (20%). In order to establish that a subcontractor's quote is excessively costly, the bidder/proposer must provide the following information:

a. A detailed statement of the work identified for MBE/WBE participation for which the bidder/proposer asserts the MBE/WBE quote(s) were excessively costly (in excess of 20% higher).

- (1) A listing of all potential subcontractors contacted for a quotation on that work item;
- (2) Prices quoted for the subcontract in question by all such potential subcontractors for that work item.

b. Other documentation which demonstrates to the satisfaction of the Chief Procurement Officer that the MBE/WBE proposals are excessively costly, even though not in excess of 20% higher than the average price quoted. This determination will be based on factors that include, but are not limited to the following:

- (1) The City's estimate for the work under a specific subcontract;
- (2) The bidder/proposer's own estimate for the work under the subcontract;
- (3) An average of the bona fide prices quoted for the subcontract;
- (4) Demonstrated increase in other contract costs as a result of subcontracting to the MBE/WBE or other firm.

B. Assist Agency Participation

Every waiver and/or reduction request must include evidence that the bidder/proposer has provided timely notice of the need for subcontractors to an appropriate association/assist agency representative of the MBE/WBE business community.

The notice requirement of this Section will be satisfied if a bidder/proposer contacts at least one of the associations on Attachment A when the prime contractor seeks a waiver or reduction in the utilization goals. Attachment B provides the letter format that a prime contractor may use. Proof of notification prior to bid submittal (e.g. certified mail receipt or facsimile transmittal receipt) will be required for any bid/proposal submitted to be deemed responsive on the date of bid opening. If deemed appropriate, the Chief Procurement Officer or Contract Compliance Officer may contact the assist agency for verification of notification.

C. Impracticability

1. If the Chief Procurement Officer determines that a lesser MBE and/or WBE percentage standard is appropriate with respect to a particular contract subject to competitive bidding prior to the bid solicitations for such contract, bid specifications shall include a statement of such revised standard.
2. The requirements set forth in these Regulations shall not apply where the Chief Procurement Officer determines prior to the bid solicitations that MBE/WBE subcontractor participation is impracticable.

This may occur whenever the Chief Procurement Officer determines that for reasons of time, need, industry practices or standards not previously known by the Procurement Department administrator, or such other extreme

circumstances as may be deemed appropriate, such a Waiver is in the best interests of the City. This determination may be made in connection with a particular contract, whether before the contract is let for bid, during the bid or award process, before or during negotiation of the contract, or during the performance of the contract.

For all notifications required to be made by bidders/proposers, in situations where the Chief Procurement Officer has determined that time is of the essence, documented telephone contact may be substituted for letter contact.

VI. Procedure To Determine Bid Compliance

The following Schedules and described documents constitute the bidders MBE/WBE proposal, and must be submitted in accordance with the guidelines stated:

- A. **Schedule C-1: Letter of Intent from MBE/WBE to Perform as Subcontractor, Supplier and/or Consultant.**
A Schedule C-1 executed by the MBE/WBE (subcontractor or Joint Venture partner) must be submitted by the bidder/proposer for each MBE/WBE included on their Schedule D-1 and must accurately detail the work to be performed by the MBE/WBE and the agreed rates and prices to be paid.

If any fully completed and executed Schedule C-1 is not submitted with the bid/proposal, it must be received by the Contract Administrator within ten (10) days of the bid/proposal opening. (All post bid/proposal submissions must have original signatures on all documents). Failure to submit a completed Schedule C-1 in accordance with this section shall entitle the City to deem the bid/proposal non-responsive and therefore reject the bid/proposal.

- B. **Letters of Certification.**

A copy of each proposed MBE/WBE firms current Letter of Certification from the City of Chicago must be submitted with the bid/proposal.

All Letters of Certification issued by the City of Chicago include a statement of the MBE/WBE firms Area of Specialty. The MBE/WBE firms scope of work, as detailed by their Schedule C-1, must conform to their stated Area of Specialty.

- C. **Joint Venture Agreements.**

If the bidders/proposers MBE/WBE proposal includes the participation of an MBE/WBE as joint venture on any tier (either as the bidder/proposer or as a subcontractor), the bidder/proposer must provide a copy of the joint venture agreement.

- D. **Schedule D-1: Affidavit of MBE/WBE Goal Implementation Plan**

Bidders must submit, together with the bid, a completed Schedule D-1 committing them to the utilization of each listed MBE/WBE firm.

Except in cases where the bidder/proposer has submitted a request for a complete waiver of or variance from the MBE/WBE commitment in accordance with Section V. herein, the bidder/proposer must commit to the expenditure of a specific dollar amount of participation and a specific percentage of the total award amount for each MBE/WBE firm included on their Schedule D-1. The total dollar commitment to proposed MBEs must at least equal the MBE goal, and the total dollar commitment to proposed WBEs must at least equal the WBE goal. Bidders are responsible for calculating the dollar equivalent of the MBE and WBE goals as percentages of their total base bids or in the case of Term Agreements, as percentages of the total estimated usage.

All commitments made by the bidders Schedule D-1 must conform to those presented in the submitted Schedule C-1. If Schedule C-1 is submitted after the bid opening (see Section VI. A., above), the bidder/proposer may submit a revised Schedule D-1 (executed and notarized) to conform with the Schedule C-1. Except in cases where substantial and documented justification is provided, bidders/proposers will not be allowed to reduce the dollar commitment made to any MBE or WBE in order to achieve conformity between the Schedules C-1 and D-1.

VII. Reporting Requirements During The Term of The Contract

- A. The Contractor shall, not later than thirty (30) days from the award of a contract by the City, execute formal contracts or purchase orders with the MBEs and WBEs included in their approved MBE/WBE Utilization Plan. These written agreements shall be made available to the Chief Procurement Officer upon request.

- B. In the case of one time procurements of supplies with either single or multiple deliveries to be performed in less than one year from the date of contract award, an "MBE/WBE Utilization Report," indicating final MBE and WBE payments shall be submitted directly to the Department of Procurement Services so as to assure receipt either at the same time, or before the using Department receives the contractors final invoice. Final payments may be held until the Utilization Reports have been received.
NOTICE: Do not submit invoices with "MBE/WBE Utilization Reports."
- C. During the term of all other contracts, the contractor shall submit regular "MBE/WBE Utilization Reports," a copy of which is attached. The frequency with which these reports are to be submitted will be determined by the Chief Procurement Officer, but in no case will reports be required less often than on a quarterly basis. In the absence of written notice from the Chief Procurement Officer, the contractors first "MBE/WBE Utilization Report" will be due ninety (90) days after the date of contract award, and reports will be due quarterly thereafter.
- D. "MBE/WBE Utilization Reports" are to be submitted directly to: Department of Procurement Services, Office of Vendor Relations, City Hall, Room 403, 121 N. LaSalle Street, Chicago, Illinois 60602.
- E. The Contract Compliance Administrator shall be entitled to examine, on five (5) business days notice, the contractors books and records including without limitation payroll records, tax returns and records, and books of account, to determine whether the contractor is in compliance with its commitment to MBE/WBE participation and the status of any MBE or WBE performing any portion of the contract. Such rights are in addition to any other audit inspection rights contained in the contract.

VIII. **MBE/WBE Substitutions**

Changes by the contractor of the commitments earlier certified in the Schedule D-1 are prohibited. In some cases, however, it may become necessary to substitute a new MBE or WBE in order to actually fulfill the MBE/WBE requirements.

The contractor must notify the Chief Procurement Officer immediately in writing of the necessity to reduce or terminate an MBE/WBE subcontract and to utilize a substitute firm for some phase of work. The contractors notification should include the reason for the substitution request, as well as, the name, address and principal official of the substitute MBE/WBE and the dollar value and scope of work of the subcontract. Attached should be all the requisite MBE/WBE affidavits and documents, as enumerated above in Section VI. above, "Procedure to Determine Bid Compliance."

The City will not approve extra payment for escalated costs incurred by the contractor when a substitution of subcontractors becomes necessary for the contractor in order to comply with MBE/WBE contract requirements.

After award of contract, no relief of the MBE/WBE requirements will be granted by the City except in exceptional circumstances. Requests for complete or partial waiver of the MBE/WBE requirements of this contract must be made in writing, stating all details of the request, the circumstances, and any additional relevant information. The request must be accompanied by a record of all efforts taken by the contractor to locate specific firms, solicit MBE/WBE bids, seek assistance from technical assistance agencies, etc., as outlined above in the section V. above, entitled "Regulations Governing Reductions To or Waiver of MBE/WBE Goals".

IX. **Non-Compliance and Damages**

The following constitutes a material breach of this contract and shall entitle the City to declare a default, terminate the contract and exercise those remedies provided for in the contract, at law or in equity:

- (1) failure to satisfy the MBE/WBE percentages required by the contract; and
- (2) the contractor or subcontractor is disqualified as an MBE or WBE, and such status was a factor in contract award, and was misrepresented by the contractor.

In the event that the contractor is determined not to have been involved in any misrepresentation of the status of the disqualified subcontractor or supplier, the contractor shall seek to discharge the disqualified subcontractor or supplier, upon proper notification to the Chief Procurement Officer and/or Contract Compliance Administrator and make every effort to identify and engage a qualified MBE or WBE as its replacement. Furthermore, continued eligibility to enter into future contracting arrangements with the City may be jeopardized as a result of non-compliance. Payments due to the contractor may be withheld until corrective action is taken.

X. Arbitration

- A. In the event that a contractor has not complied with the contractual MBE/WBE percentages in its Schedule D, underutilization of MBEs/WBEs shall entitle the affected MBE/WBE to recover from the contractor damages suffered by such entity as a result of being underutilized; provided, however, that this provision shall not apply to the extent such underutilization occurs pursuant to a waiver or substitution approved by the City. The Ordinance and contracts subject thereto provide that any disputes between the contractor and such affected MBEs/WBEs regarding damages shall be resolved by binding arbitration before an independent arbitrator other than the City, with reasonable expenses, including attorneys fees, being recoverable by a prevailing MBE/WBE in accordance with these regulations. This provision is intended for the benefit of any MBE/WBE affected by underutilization and grants such entity specific third party beneficiary rights. Any rights conferred by this regulation are non-waivable and take precedence over any agreement to the contrary, including but not limited to those contained in a subcontract, suborder, or communicated orally between a contractor and an MBE/WBE.
- B. An MBE/WBE desiring to arbitrate shall contact the contractor in writing to initiate the arbitral process. Except as otherwise agreed to in writing by the affected parties subject to the limitation contained in the last sentence of the previous paragraph, Section X. A. above, within ten (10) days of the contractor receiving notification of the intent to arbitrate from the MBE/WBE the above-described disputes shall be arbitrated in accordance with the Commercial Arbitration Rules of the American Arbitration Association ("AAA"), a not-for-profit agency, with an office at 225 North Michigan Avenue, Suite 2527, Chicago, Illinois 60601-7601 [Phone: (312) 616-6560; Fax: (312) 819-0404]. All such arbitrations shall be initiated by the MBE/WBE filing a demand for arbitration with the AAA; shall be conducted by the AAA; and held in Chicago, Illinois.
- C. All fees of the arbitrator are the initial responsibility of the MBE/WBE; provided, however, that the arbitrator is authorized to award reasonable expenses, including attorneys and arbitrator fees, as damages to a prevailing MBE/WBE.
- D. The MBE/WBE must send the City a copy of the "Demand for Arbitration" within ten (10) days after it is filed with the AAA. The MBE/WBE also must send the City a copy of the decision of the arbitrator within ten (10) days of receiving such decision. Judgment upon the award rendered by the arbitrator may be entered in any court of competent jurisdiction.

XI. Record Keeping

The Contractor shall maintain records of all relevant data with respect to the utilization of MBEs/WBEs, retaining these records for a period of at least three years after final acceptance of the work. Full access to these records shall be granted to the City of Chicago, Federal or State authorities in this project, the U.S. Department of Justice, or any duly authorized representatives thereof.

XII. Information Sources

Small business guaranteed loans; surety bond guarantees; 8 (a) certification:

U.S. Small Business Administration
500 W. Madison Street, Suite 1250
Chicago, Illinois 60661
General Information
(312) 353-4528

S.B.A. - Bond Guarantee Program
Surety Bonds
500 West Madison, Suite 1250
Chicago, Illinois 60661
Attention: Carole Harris
(312) 353-4003

S.B.A. - Procurement Assistance
500 West Madison, Suite 1250
Chicago, Illinois 60661
Attention: Robert P. Murphy, Area Regional Administrator
(312) 353-7381

Project information and general MBE/WBE information:

City of Chicago
Department of Procurement
Office of Vendor Relations
City Hall - Room 403
Chicago, Illinois 60602
Attention:
(312) 744-7655

City of Chicago
Department of Procurement
Contract Administration Division
City Hall - Room 403
Chicago, Illinois 60602
Attention: Byron Whittaker
(312) 744-4926

Directory of Certified Disadvantaged, Minority and Women Business Enterprises:

City of Chicago
Department of Procurement
Office of Business Development -Certification Unit
City Hall - Room 403
Chicago, Illinois 60602
Attention: Lori Lypson
(312) 744-4909

General Information, Department of Procurement Services: www.cityofchicago.org/purchasing

Information on MBE/WBE availability in the manufacturing, sales or supplies, and related fields (direct assistance from 42 regional affiliates located throughout the U.S.):

National Minority Suppliers
Development Council, Inc.
1040 Avenue of the Americas, 2nd floor
New York, New York 10018
Attention: Harriet R. Michel
(212) 944-2430

Chicago Minority Business
Development Council
1 East Wacker Drive
Suite 1200
Chicago, Illinois 60601
Attention: Tracye Smith, Executive Director
Phone #: (312) 755-8880
Fax #: (312) 755-8890

MBE/WBE Professional Services rev. 10/16/03 (dlh)

ATTACHMENT A – ASSIST AGENCY

AFRICAN AMERICAN CONTRACTORS ASSOCIATION
3901 S. STATE
CHICAGO, IL 60653
PHONE #: (312) 915-5960
FAX #: (312) 567-9919
WEB: NONE
EMAIL: OMARAACA@HOTMAIL.COM
ATTN: OMAR SHAREEF, PRESIDENT

ASIAN AMERICAN ALLIANCE
222 W. CERMAK ROAD
SUITE 303
CHICAGO, IL 60616
PHONE #: (312) 293-1249
FAX #: (312) 293-3642
WEB: WWW.ASIANAMERICANALLIANCE.COM
EMAIL: CTAKADA@ASIANAMERICANALLIANCE.COM
ATTN: MITCH SCHNEIDER, EXECUTIVE DIRECTOR

ASSOCIATION OF ASIAN CONSTRUCTION
ENTERPRISES
333 N. OGDEN AVENUE
CHICAGO, IL 60607
PHONE #: (312) 563-0746
FAX #: (312) 666-1785
WEB: NONE
ATTN: PERRY NAKACHI, PRESIDENT

BLACK CONTRACTORS UNITED
400 W. 76TH STREET
SUITE 200
CHICAGO, IL 60620
PHONE #: (773) 483-4000
FAX #: (773) 483-4150
WEB: WWW.BLACKCONTRACTORSUNITED.COM
ATTN: FLORENCE COX, EXECUTIVE DIRECTOR

CHICAGO MINORITY BUSINESS DEVELOPMENT
COUNCIL, INC.
1 EAST WACKER DRIVE
SUITE 1200
CHICAGO, IL 60601
PHONE #: (312) 755-8880
FAX #: (312) 755-8890
WEB: WWW.CMBDC.ORG
ATTN: TRACYE SMITH, EXECUTIVE DIRECTOR

CHICAGO URBAN LEAGUE
220 S. STATE STREET
11TH FLOOR
CHICAGO, IL 60604
PHONE #: (312) 692-0766 EXT. 256
FAX #: (312) 692-0769
WEB: WWW.CUL-CHICAGO.ORG
EMAIL: JARCHIE@CUL-CHICAGO.ORG
ATTN: JOAN ARCHIE, DIRECTOR OF
EMPLOYMENT, COUNSELING & TRAINING

COSMOPOLITAN CHAMBER OF COMMERCE
560 WEST LAKE ST., SUITE 5TH FLOOR
CHICAGO, IL 60661
PHONE #: (312) 786-0212
FAX #: (312) 234-9807
WEB: WWW.CCHAMBER.ORG
ATTN: GLORIA BELL, EXECUTIVE DIRECTOR

FEDERATION OF WOMEN CONTRACTORS
5850 S. ARCHER AVENUE
CHICAGO, IL 60638
PHONE #: (312) 360-1122
FAX #: (312) 360-0239
WEB: WWW.FWCCHICAGO.COM/
ATTN: BETH DORIA, EXECUTIVE DIRECTOR

HISPANIC AMERICAN CONTRACTORS INDUSTRY
ASSOCIATION (HACIA)
901 WEST JACKSON BOULEVARD
SUITE 205
CHICAGO, IL 60607
PHONE #: (312) 666-5910
FAX #: (312) 666-5692
WEB: WWW.HACIAWORKS.ORG
EMAIL: MAILTO:CSATOY@HACIAWORKS.ORG
ATTN: CESAR A. SANTOY, EXECUTIVE DIRECTOR

LATIN AMERICAN CHAMBER OF COMMERCE
3512 WEST FULLERTON AVENUE
CHICAGO, IL 60647
PHONE #: (773) 252-5211
FAX #: (773) 252-7065
WEB:
WWW.LATINAMERICANCHAMBEROFCOMMERCE.COM
EMAIL:
LACC@LATINAMERICANCHAMBEROFCOMMERCE.COM
ATTN: ANTHONY GUILLEN, DIRECTOR

ILLINOIS HISPANIC CHAMBER OF COMMERCE
(FORMERLY MACC)
33 N. LASALLE STREET
SUITE 1720
CHICAGO, IL 60602
PHONE #: (312) 372-3010
FAX #: (312) 372-3403
WEB: WWW.MACCBUSINESS.COM
ATTN: JUAN OCHOA, PRESIDENT & CEO

NATIONAL ASSOCIATION OF WOMEN BUSINESS OWNERS
CHICAGO CHAPTER
330 S. WELLS STREET
SUITE 1110
CHICAGO, IL 60606
PHONE #: (312) 322-0990
FAX #: (312) 461-0238
WEB: WWW.NAWBOCHICAGO.ORG
EMAIL: INFO@NAWBOCHICAGO.COM
ATTN: CLAIR GREGOIRE, PRESIDENT

RAINBOW/PUSH COALITION
930 E. 50TH STREET
CHICAGO, IL 60615
PHONE #: (773) 256-2728
FAX #: (773) 256-2751
WEB: WWW.RAINBOWPUSH.ORG
ATTN: DONNA GAINES, DEPUTY DIRECTOR TRADE BUREAU

SUBURBAN BLACK CONTRACTORS
848 DODGE AVENUE
SUITE 347
EVANSTON, IL 60202
PHONE #: (847) 359-5356
FAX #: (847) 359-5367
WEB: NONE
ATTN: LARRY BULLOCK, PRESIDENT

rev. 3/17/05

SUCCESSFUL INDEPENDENT NETWORK ASSOCIATION (SIN)
STREET ADDRESS: 2100 W. WASHINGTON
CHICAGO, IL 60612
PHONE #: (312) 850-1665
FAX #: (312) 850-1665
WEB: NONE
ATTN: DIANE JONES, PRESIDENT
ATTN: ARNETTE KING, GENERAL MANAGER

MAILING ADDRESS:
P.O. BOX 1113
CHICAGO, IL 60608

TRITON COLLEGE
SMALL BUSINESS DEVELOPMENT CENTER
2000 FIFTH AVENUE
ROOM R-201
RIVER GROVE, IL 60171
PHONE #: (708) 456-0300 EXT. 3714
FAX #: (708) 583-3114
WEB: WWW.TRITON.EDU
EMAIL: GBARNES@TRITON.EDU
ATTN: MARY ANN OLSON, DEAN OF WORKFORCE DEVELOPMENT

UPTOWN CENTER HULL HOUSE
4520 N. BEACON STREET
CHICAGO, IL 60640
PHONE #: (773) 561-3500
FAX #: (773) 561-3507
WEB: WWW.HULLHOUSE.ORG/EDU.HTM
Email: MAILTO:CROESCHLEY@HULLHOUSE.ORG
ATTN: CURT ROESCHLEY, DIRECTOR SMALL BUSINESS DEVELOPMENT

WOMEN'S BUSINESS DEVELOPMENT CENTER
8 SOUTH MICHIGAN AVENUE
SUITE 400
CHICAGO, IL 60603
PHONE #: (312) 853-3477
FAX #: (312) 853-0145
WEB: WWW.WBDC.ORG
Email: MAILTO:HRATNER@WBDC.ORG
ATTN: HEDY RATNER, EXECUTIVE DIRECTOR

THE CHICAGO AREA GAY & LESBIAN CHAMBER OF COMMERCE
1210 W. ROSEDALE
CHICAGO, IL 60660
PHONE #: (773) 303-0167
FAX #: (773) 303-0168
WEB: [HTTP://WWW.GLCHAMBER.ORG/](http://WWW.GLCHAMBER.ORG/)
BARRY A. FLYNN, EXECUTIVE DIRECTOR

ATTACHMENT B
(On Bidder/proposer's Letterhead)

RETURN RECEIPT REQUESTED

(Date)

Re: Specification _____

Description: _____

(Assist Agency Name and Address)

Dear _____:

(Bidder/Proposer) intends to submit a bid/proposal in response to the above referenced specification with the City of Chicago. Bids are due _____ advertised specification with the City of Chicago.

The following areas have been identified for subcontracting opportunities on both a direct and indirect basis:

Our efforts to identify potential subcontractors have not been successful in order to meet the Disadvantaged/Minority/Women Business Enterprise contract goal. **Due to the inability to identify an appropriate DBE/MBE/WBE firm certified by the City of Chicago to participate as a subcontractor or joint venture partner, a request for the waiver of the contract goals will be submitted.** If you are aware of such a firm, please contact

_____ at _____
Name of Company Representative Address/phone

within (10) ten working days of receipt of this letter.

Under the City of Chicago's MBE/WBE/DBE Ordinance, your agency is entitled to comment upon this waiver request to the City of Chicago. Written comments may be directed within fifteen (15) working days of your receipt of this letter to:

Monica Cardenas, Deputy Procurement Officer
Department of Procurement Services
City of Chicago
121 North La Salle Street, Room 403
Chicago, Illinois 60602

If you wish to discuss this matter, please contact the undersigned at _____.

Sincerely,

SCHEDULE B: Affidavit of Joint Venture (M /WBE)

This form need not be submitted if all joint venturers are MBEs and/or WBEs. In such a case, however, a written joint venture agreement among the MBE and WBE venturers must be submitted. In all proposed joint ventures, each MBE and/or WBE venturer must submit a copy of their current Letter of Certification.

All Information Requested by this Schedule must Be Answered in the Spaces Provided. Do Not Refer to Your Joint Venture Agreement Except to Expand on Answers Provided on this Form. If Additional Space Is Required, Additional Sheets May Be Attached.

I. Name of joint venture: _____
Address of joint venture: _____
Phone number of joint venture: _____

II. Identify each non-MBE/WBE venturer(s):
Name of Firm: _____
Address: _____
Phone: _____
Contact person for matters concerning MBE/WBE compliance: _____

III. Identify each MBE/WBE venturer(s):
Name of Firm: _____
Address: _____
Phone: _____
Contact person for matters concerning MBE/WBE compliance: _____

IV. Describe the role(s) of the MBE and/or WBE venturer(s) in the joint venture: _____

V. Attach a copy of the joint venture agreement. In order to demonstrate the MBE and/or WBE venturer's share in the ownership, control, management responsibilities, risks and profits of the joint venture, the proposed joint venture agreement must include specific details related to: (1) the contributions of capital and equipment; (2) work items to be performed by the MBE/WBE's own forces; (3) work items to be performed under the supervision of the MBE/WBE venturer; and (4) the commitment of management, supervisory and operative personnel employed by the MBE/WBE to be dedicated to the performance of the project.

VI. Ownership of the Joint Venture.
A. What are the percentage(s) of MBE/WBE ownership of the joint venture?
 MBE/WBE ownership percentage(s) _____
 Non-MBE/WBE ownership percentage(s) _____

B. Specify MBE/WBE percentages for each of the following (provide narrative descriptions and other detail as applicable):

1. Profit and loss sharing: _____

2. Capital contributions:
(a) Dollar amounts of initial contribution: _____

(b) Dollar amounts of anticipated on-going contributions: _____

3. Contributions of equipment (Specify types, quality and quantities of equipment to be provided by each venturer): _____

- 4. Other applicable ownership interests, including ownership options or other agreements which restrict or limit ownership and/or control: _____

- 5. Provide copies of all written agreements between venturers concerning this project.
- 6. Identify each current City of Chicago contract (and each contract completed during the past two (2) years) by a joint venture of two or more firms participating in this joint venture:

VII. Control of and Participation in the Joint Venture. Identify by name and firm those individuals who are, or will be, responsible for, and have the authority to engage in the following management functions and policy decisions. (Indicate any limitations to their authority such as dollar limits and co-signatory requirements.):

- A. Joint venture check signing:

- B. Authority to enter contracts on behalf of the joint venture:

- C. Signing, co-signing and/or collateralizing loans:

- D. Acquisition of lines of credit:

- E. Acquisition and indemnification of payment and performance bonds:

- F. Negotiating and signing labor agreements:

- G. Management of contract performance. (Identify by name and firm only):
 - 1. Supervision of field operations: _____
 - 2. Major purchases: _____

3. Estimating: _____

4. Engineering: _____

VIII. Financial Controls of joint venture:

A. Which firm and/or individual will be responsible for keeping the books of account?

B. Identify the "managing partner," if any, and describe the means and measure of their compensation:

C. What authority does each venturer have to commit or obligate the other to insurance and bonding companies, financing institutions, suppliers, subcontractors, and/or other parties participating in the performance of this contract or the work of this project?

IX. State the approximate number of operative personnel (by trade) needed to perform the joint venture's work under this contract. Indicate whether they will be employees of the non-MBE/WBE firm, the MBE/WBE firm, or the joint venture.

Trade	Non-MBE/WBE Firm (Number)	MBE/WBE (Number)	Joint Venture (Number)

If any personnel proposed for this project will be employees of the joint venture:

A. Are any proposed joint venture employees currently employed by either venturer?

Currently employed by non-MBE/WBE (number) _____ Employed by MBE/WBE _____

B. Identify by name and firm the individual who will be responsible for hiring joint venture employees:

C. Which venturer will be responsible for the preparation of joint venture payrolls:

X. Please state any material facts of additional information pertinent to the control and structure of this joint venture.

The undersigned affirms that the foregoing statements are correct and include all material information necessary to identify and explain the terms and operations of our joint venture and the intended participation of each venturer in the undertaking. Further, the undersigned covenant and agree to provide to the City current, complete and accurate information regarding actual joint venture work and the payment therefore, and any proposed changes in any provision of the joint venture agreement, and to permit the audit and examination of the books, records and files of the joint venture, or those of each venturer relevant to the joint venture by authorized representatives of the City or the Federal funding agency.

Any material misrepresentation will be grounds for terminating any contract which may be awarded and for initiating action under federal or state laws concerning false statements.

Note: If, after filing this Schedule B and before the completion on the joint venture's work on the project, there is any change in the information submitted, the joint venture must inform the City of Chicago, either directly or through the prime contractor if the joint venture is a subcontractor.

_____ Name of MBE/WBE Partner Firm	_____ Name of Non-MBE/WBE Partner Firm
_____ Signature of Affiant	_____ Signature of Affiant
_____ Name and Title of Affiant	_____ Name and Title of Affiant
_____ Date	_____ Date

On this _ day of _____, 20____, the above-signed officers

(names of affiants)

personally appeared and, known to me be the persons described in the foregoing Affidavit, acknowledged that they executed the same in the capacity therein stated and for the purpose therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Signature of Notary Public

My Commission Expires: _____

(SEAL)



City of Chicago
Richard M. Daley, Mayor

Department of
Procurement Services

Barbara A. Lumpkin
Chief Procurement Officer

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

September 1, 2006

Naushad Ali, President
System Solutions, Inc.
3630 Commercial Avenue
Northbrook, Illinois 60062

Dear Mr. Ali:

The City of Chicago Department of Procurement Services ("Department") has undertaken an evaluation of procurement policies and procedures including those utilized within the M/WBE and DBE certification unit. In light of this evaluation and in anticipation of streamlining our procedures, the Department extends your MBE certification until September 1, 2007.

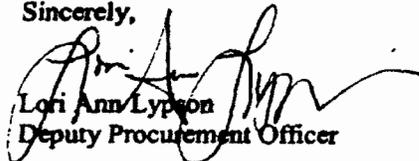
The Department may request additional information from you prior to the expiration of the courtesy period. This information will assist us in making a determination on the recertification of your company. You will receive additional information from the Department in the coming days.

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

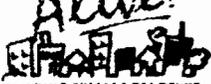
Computer Systems Sales and Service; Networking Installation

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

Sincerely,


Lori Ann Lypton
Deputy Procurement Officer

mck

NEIGHBORHOODS
Alive!

BUILDING CHICAGO TOGETHER





City of Chicago
Richard M. Daley, Mayor

Department of
Procurement Services

Ms. A. Lynson
Deputy Procurement Officer

Mail Room 403
North LaSalle Street
Chicago, Illinois 60602
312-744-4900
312-744-2999 (TTY)

www.cityofchicago.org

September 1, 2006

Diana Conley, President
Advotek Incorporated
148 Ogden Avenue
Downers Grove, Illinois 60515

Dear Ms. Conley:

The City of Chicago Department of Procurement Services ("Department") has undertaken an evaluation of procurement policies and procedures including those utilized within the M/WBE and DBE certification unit. In light of this evaluation and in anticipation of streamlining our procedures, the Department extends your WBE certification until September 1, 2007.

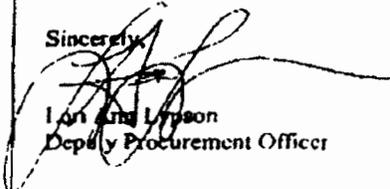
The Department may request additional information from you prior to the expiration of the courtesy period. This information will assist us in making a determination on the recertification of your company. You will receive additional information from the Department in the coming days.

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

Sale and Service of Micro Computers

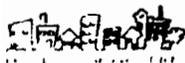
If you have any questions, please contact our office at 312-742-0766.

Sincerely,


Lynn Lynson
Deputy Procurement Officer

mck

NEIGHBORHOODS



SCHEDULE C-1

Name of Project/Contract: Computer Hardware, Software, Peripherals, and Related Equipment
Specification Number 40767

From Interstate MBE Yes ___ No
(Name of MBE/WBE Firm) WBE Yes No ___

To SSI and the City of Chicago
(Name of Prime Contractor)

The MBE/WBE status of the undersigned is confirmed by the attached letter of Certification from the City of Chicago effective date of Sept 1, 2003 for a period of five (5) years

The undersigned is prepared to provide the following described services or supply the following described goods in connection with the above named project/contract:

Group H - Supply blank media,
digital media, ect.

The above described performance is offered for the following price and described terms of payment:

5% or \$ 535,651.85 of contract
value.

If more space is needed to fully describe the MBE/WBE firms proposed scope of work and/or payment schedule, attach additional sheets

The undersigned will enter into a formal written agreement for the above work with you as a Prime Contractor, conditioned upon your execution of a contract with the City of Chicago, and will do so within (3) three working days of receipt of a signed contract from the City of Chicago

Diana Conley
(Signature of Owner, President or Authorized Agent of MBE/WBE)

Diana Conley, president
Name /Title (Print)

10/1/03
Date

312-441-1722
Phone

SCHEDULE D-1

AFFIDAVIT OF MBE/WBE GOAL IMPLEMENTATION PLAN

Contract Name Computer Hardware, Software, Peripherals, and Related Equipment

Specification No 40767

State of ILLINOIS

County (City) of COOK

I HEREBY DECLARE AND AFFIRM that I am duly authorized representative of

SYSTEM SOLUTIONS INC.

Name of Bidder/Proposer

and that I have personally reviewed the material and facts set forth herein describing our proposed plan to achieve the MBE/WBE goals of this contract.

All MBE/WBE firms included in this plan have been certified as such by the City of Chicago (Letters of Certification Attached)

I Direct Participation of MBE/WBE Firms

(Note The bidder/proposer shall, in determining the manner of MBE/WBE participation, first consider involvement with MBE/WBE firms as joint venture partners, subcontractors, and suppliers of goods and services directly related to the performance of this contract)

- A If bidder/proposer is a certified MBE or WBE firm, attach copy of City of Chicago Letter of Certification (Certification of the bidder/proposer as a MBE satisfies the MBE goal only Certification of the bidder/proposer as a WBE satisfies the WBE goal only)
- B If bidder/proposer is a joint venture and one or more joint venture partners are certified MBEs or WBEs, attach copies of Letters of Certification and a copy of Joint Venture Agreement clearly describing the role of the MBE/WBE firm(s) and its ownership interest in the joint venture

C MBE/WBE Subcontractors/Suppliers/Consultants

1 Name of MBE/WBE SYSTEM SOLUTIONS INC.
Address 3630 COMMERCIAL AVE. NORTHBROOK, IL 60062
Contact Person. ZULEI SAYLA
Phone: 847-272-6160

Dollar Amount Participation. \$ 9,987,385.10

Percent Amount of Participation 95%

Schedule C-1 attached? Yes No *
*(see next page)

2 Name of MBE/WBE ADVOTEK INC.

Address 148 OGDEN AVE DUNNERS GROVE, IL 60515

Contact Person DIANA CONNELLY

Phone 630-964-7762

Dollar Amount Participation: \$ 525,651.85

Percent Amount of Participation 5%

Schedule C-1 attached? Yes No *
*(see next page)

3 Name of MBE/WBE _____

Address _____

Contact Person _____

Phone _____

Dollar Amount Participation \$ _____

Percent Amount of Participation: _____%

Schedule C-1 attached? Yes _____ No _____ *
*(see next page)

4 Name of MBE/WBE _____

Address _____

Contact Person _____

Phone _____

Dollar Amount Participation. \$ _____

Percent Amount of Participation: _____ %

Schedule C-1 attached? Yes _____ No _____ *
*(see next page)

5 Name of MBE/WBE: _____

Address: _____

Contact Person: _____

Phone: _____

Dollar Amount Participation: \$ _____

Percent Amount of Participation: _____ %

Schedule C-1 attached? Yes _____ No _____ *
*(see next page)

6. Attach additional sheets as needed.

* All Schedule C-1s and Letters of Certification not submitted with bid/proposal must be submitted so as to assure receipt by the Contract Administrator within three (3) business days after bid opening (or proposal due date.)

II Indirect Participation of MBE/WBE Firms

(Note: This section need not be completed if the MBE/WBE goals have been met through the direct participation outlined in Section I. If the MBE/WBE goals have not been met through direct participation, contractor will be expected to demonstrate that the proposed MBE/WBE direct participation represents the maximum achievable under the circumstances. Only after such a demonstration will indirect participation be considered.)

MBE/WBE Subcontractors/Suppliers/Consultants proposed to perform work or supply goods or services where such performance does not directly relate to the performance of this contract:

A Name of MBE/WBE _____

Address: _____

Contact Person: _____

Phone: _____

Dollar Amount Participation: \$ _____

Percent Amount of Participation _____ %

Schedule C-1 attached? Yes _____ No _____ *

B

Name of MBE/WBE _____

Address _____

Contact Person _____

Phone _____

Dollar Amount Participation \$ _____

Percent Amount of Participation _____ %

Schedule C-1 attached? Yes _____ No _____ *

C

Name of MBE/WBE _____

Address _____

Contact Person _____

Phone _____

Dollar Amount Participation \$ _____

Percent Amount of Participation _____ %

Schedule C-1 attached? Yes _____ No _____ *

D

Name of MBE/WBE _____

Address _____

Contact Person _____

Phone _____

Dollar Amount \$ _____

Participation

Percent Amount of Participation: _____ %

Schedule C-1 attached? Yes _____ No _____ *

E Attach additional sheets as needed

* All Schedule C-1s and Letters of Certification not submitted with bid/proposal must be submitted so as to assure receipt by the Contract Administrator within three (3) business days after bid opening (or proposal due date)

III Summary of MBE/WBE Proposal

A MBE Proposal

1 MBE Direct Participation (from Section I)

MBE Firm Name	Dollar Amount	Percent
<u>SYSTEM SOLUTIONS INC.</u>	<u>\$ 4,987,385.10</u>	<u>95</u> %
_____	\$ _____	_____ %
_____	\$ _____	_____ %
Total Direct MBE Participation	\$ _____	_____ %

2. MBE Indirect Participation (from Section II)

MBE Firm Name	Dollar Amount	Percent
_____	\$ _____	_____ %
_____	\$ _____	_____ %
_____	\$ _____	_____ %
Total Indirect MBE Participation	\$ _____	_____ %

B WBE Proposal

1 WBE Direct Participation (from Section I)

WBE Firm Name	Dollar Amount	Percent
<u>ADVOTEK, INC</u>	<u>\$ 525,651.85</u>	<u>5</u> %
_____	\$ _____	_____ %
_____	\$ _____	_____ %
Total Indirect WBE Participation	\$ _____	_____ %

2 WBE Indirect Participation (from Section II.)

WBE Firm Name	Dollar Amount	Percent
-----	\$ _____	----- %
-----	\$ _____	----- %
-----	\$ _____	----- %
Total Indirect WBE Participation	\$ _____	----- %

To the best of my knowledge, information and belief, the facts and representations contained in this Schedule are true, and no material facts have been omitted

The contractor designates the following person as their MBE WBE Liaison Officer

Name ZULEI SPYLA

Phone Number 847-272-6160

I do solemnly declare and affirm under penalties of perjury that the contents of the foregoing document are true and correct, and that I am authorized, on behalf of the contractor, to make this affidavit

Zulei Spyla
Signature of Affiant (Date)

State of ILLINOIS

County of COOK

This instrument was acknowledged before me on 12/18/06 (date)

by ZULEI SPYLA (name /s of person/s)

as VP (type of authority, e g., officer, trustee, etc)

of SYSTEM SOLUTIONS INC. (name of party on behalf of whom instrument executed)

Faeza Salehbhai
Signature of Notary Public

(Seal)



MBE/WBE UTILIZATION REPORT

Utilization Report No. _____ Specification No. _____

Contract No. _____

Project Name: _____

STATE OF: _____)

COUNTY (CITY) OF: _____)

In connection with the above-captioned contract:

I HEREBY DECLARE AND AFFIRM that I am the _____
(Title - Print or Type)

and duly authorized representative of _____
(Name of Prime Contractor/Contractor - Print or Type)

_____ (Address of Prime Consultant/Contractor) () _____ (Phone)

and that the following Minority and Women Business Enterprises have been contracted with, and have furnished, or are furnishing and preparing materials for, and rendering services stated in the contract agreement.

The following Schedule accurately reflects the value of each MBE/WBE sub-agreement and the amounts of money paid to each to date.

MBE/WBE FIRM NAME	GOODS/SERVICES PROVIDED	AMOUNT OF CONTRACT	AMOUNT PAID TO-DATE
_____	_____	\$ _____	\$ _____
_____	_____	\$ _____	\$ _____
_____	_____	\$ _____	\$ _____
_____	_____	\$ _____	\$ _____
_____	_____	\$ _____	\$ _____
_____	_____	\$ _____	\$ _____
_____	_____	\$ _____	\$ _____
_____	_____	\$ _____	\$ _____

Total MBE: \$ _____

Total WBE: \$ _____

MBE/WBE UTILIZATION REPORT

I do solemnly declare and affirm under the penalties of perjury that the contents of the foregoing document are true and correct, and that I am authorized, on behalf of the contractor, to make this affidavit.

Name of Contractor: _____
(Print or Type)

Signature: _____
(Signature of affiant)

Name of Affiant: _____
(Print or Type)

Date: _____
(Print or Type)

State of _____

County (City) of _____

This instrument was acknowledged before me on _____ (date)

by _____ (name/s of person/s)

as _____ (type of authority, e.g., officer, trustee, etc.)

of _____ (name of party on behalf of whom instrument was executed).

Signature of Notary Public

(Seal)

EXHIBIT 4
ECONOMIC DISCLOSURE STATEMENT AND AFFIDAVIT

CITY OF CHICAGO ECONOMIC DISCLOSURE STATEMENT AND AFFIDAVIT

SECTION I -- GENERAL INFORMATION

A Legal name of Disclosing Party submitting this EDS. Include d/b/a/ if applicable:

SYSTEM SOLUTIONS INC.

Check ONE of the following three boxes:

Indicate whether Disclosing Party submitting this EDS is:

1 the Applicant

OR

2 a legal entity holding a direct or indirect interest in the Applicant. State the legal name of the Applicant in which Disclosing Party holds an interest: _____

OR

3 a specified legal entity with a right of control (see Section II.B.1.b.) State the legal name of the entity in which Disclosing Party holds a right of control: _____

B Business address of Disclosing Party: 3630 COMMERCIAL AVE.
NORTHBROOK, IL 60062

C Telephone: 847-272-6160 Fax: 847-272-8465 Email: ZULEI@THESSI.COM

D Name of contact person: ZULEI SAYLA

E Federal Employer Identification No (if you have one): 36-3589055

F Brief description of contract, transaction or other undertaking (referred to below as the "Matter") to which this EDS pertains. (Include project number and location of property, if applicable):

RFR # 2043 SPECIFICATION # 40767

G Which City agency or department is requesting this EDS? CITY OF CHICAGO DEPT. OF PROCUREMENT

If the Matter is a contract being handled by the City's Department of Procurement Services, please complete the following:

Specification # 40767 and Contract # 13797

SECTION II – DISCLOSURE OF OWNERSHIP INTERESTS

A. NATURE OF DISCLOSING PARTY

1. Indicate the nature of the Disclosing Party

- | | |
|---|--|
| <input type="checkbox"/> Person | <input type="checkbox"/> Limited liability company* |
| <input type="checkbox"/> Publicly registered business corporation | <input type="checkbox"/> Limited liability partnership* |
| <input checked="" type="checkbox"/> Privately held business corporation | <input type="checkbox"/> Joint venture* |
| <input type="checkbox"/> Sole proprietorship | <input type="checkbox"/> Not-for-profit corporation |
| <input type="checkbox"/> General partnership* | (Is the not-for-profit corporation also a 501(c)(3)?) |
| <input type="checkbox"/> Limited partnership* | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| <input type="checkbox"/> Trust | <input type="checkbox"/> Other (please specify) |

* Note B 1 b below.

2. For legal entities, the state (or foreign country) of incorporation or organization, if applicable:

ILLINOIS

3. For legal entities not organized in the State of Illinois Has the organization registered to do business in the State of Illinois as a foreign entity?

Yes No N/A

B. IF THE DISCLOSING PARTY IS A LEGAL ENTITY:

1 a. List below the full names and titles of all executive officers and all directors of the entity. For not-for-profit corporations, also list below all members, if any, which are legal entities. If there are no such members, write "no members." For trusts, estates or other similar entities, list below the legal titleholder(s)

Name	Title
<u>NAUSHAD ALI</u>	<u>PRESIDENT</u>
<u>ZULEI SAYLA</u>	<u>V.P</u>
<u>NAUSHAD ALI</u>	<u>TREASURER</u>
<u>ZULEI SAYLA</u>	<u>SECRETARY</u>
<u>No Directors</u>	

1 b. If you checked "General partnership," "Limited partnership," "Limited liability company," "Limited liability partnership" or "Joint venture" in response to Item A. 1 above (Nature of Disclosing Party), list below the name and title of each general partner, managing member, manager or any other person or entity that

controls the day-to-day management of the Disclosing Party. NOTE Each legal entity listed below must submit an EDS on its own behalf.

Name	Title
<u>N/A</u>	

2. Please provide the following information concerning each person or entity having a direct or indirect beneficial interest (including ownership) in excess of 7.5% of the Disclosing Party. Examples of such an interest include shares in a corporation, partnership interest in a partnership or joint venture, interest of a member or manager in a limited liability company, or interest of a beneficiary of a trust, estate or other similar entity. If none, state "None."

NOTE: Pursuant to Section 2-154-030 of the Municipal Code of Chicago ("Municipal Code"), the City may require any such additional information from any applicant which is reasonably intended to achieve full disclosure

Name	Business Address	Percentage Interest in the Disclosing Party
<u>NAUSHAD ALI</u>	<u>3630 COMMERCIAL AVE. NORTHBROOK, IL 60062</u>	<u>60%</u>
<u>ZULEI SAYLA</u>	<u>3630 COMMERCIAL AVE. NORTHBROOK, IL 60062</u>	<u>40%</u>

SECTION III -- BUSINESS RELATIONSHIPS WITH CITY ELECTED OFFICIALS

Has the Disclosing Party had a "business relationship," as defined in Chapter 2-156 of the Municipal Code, with any City elected official in the 12 months before the date this EDS is signed?

Yes No

If yes, please identify below the name(s) of such City elected official(s) and describe such relationship(s)

SECTION IV -- DISCLOSURE OF SUBCONTRACTORS AND OTHER RETAINED PARTIES

The Disclosing Party must disclose the name and business address of each subcontractor, attorney, lobbyist, accountant, consultant and any other person or entity whom the Disclosing Party has retained or expects to retain in

connection with the Matter, as well as the nature of the relationship, and the total amount of the fees paid or estimated to be paid. The Disclosing Party is not required to disclose employees who are paid solely through the Disclosing Party's regular payroll.

"Lobbyist" means any person or entity who undertakes to influence any legislative 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 Disclosing Party is uncertain whether a disclosure is required under this Section, the Disclosing Party must either ask the City whether disclosure is required or make the disclosure.

Name (indicate whether retained or anticipated to be retained)	Business Address	Relationship to Disclosing Party (subcontractor, attorney, lobbyist, etc.)	Fees (indicate whether paid or estimated)
<u>Advotek, Inc.</u>	<u>148 Ogden Avenue Downers Grove, Illinois 60515</u>	<u>Sub-Contractor</u>	<u>\$525,651.85 est.</u>

(Add sheets if necessary)

Check here if the Disclosing party has not retained, nor expects to retain, any such persons or entities

SECTION V -- CERTIFICATIONS

A. COURT-ORDERED CHILD SUPPORT COMPLIANCE

Under Municipal Code Section 2-92-415, substantial owners of business entities that contract with the City must remain in compliance with their child support obligations throughout the term of the contract.

Has any person who directly or indirectly owns 10% or more of the Disclosing Party been declared in arrearage on any child support obligations by any Illinois court of competent jurisdiction?

Yes No No person owns 10% or more of the Disclosing Party.

If "Yes," has the person entered into a court-approved agreement for payment of all support owed and is the person in compliance with that agreement?

Yes No

B FURTHER CERTIFICATIONS

1. The Disclosing Party and, if the Disclosing Party is a legal entity, all of those persons or entities identified in Section II B.1. of this EDS:

a are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from any transactions by any federal, state or local unit of government;

b have not, within a five-year period preceding the date of this EDS, been convicted of a criminal offense, adjudged guilty, or had a civil judgment rendered against them in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; a violation of federal or state antitrust statutes; fraud; embezzlement, theft, forgery; bribery; falsification or destruction of records; making false statements, or receiving stolen property;

c are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in clause B.1 b. of this Section V;

d have not, within a five-year period preceding the date of this EDS, had one or more public transactions (federal, state or local) terminated for cause or default; and

e have not, within a five-year period preceding the date of this EDS, been convicted, adjudged guilty, or found liable in a civil proceeding, or in any criminal or civil action, including actions concerning environmental violations, instituted by the City or by the federal government, any state, or any other unit of local government.

2. The certifications in subparts 2, 3 and 4 concern:

- the Disclosing Party;
- any "Applicable Party" (meaning any party participating in the performance of the Matter, including but not limited to any persons or legal entities disclosed under Section IV, "Disclosure of Subcontractors and Other Retained Parties");
- any "Affiliated Entity" (meaning a person or entity that, directly or indirectly, controls the Disclosing Party, is controlled by the Disclosing Party, or is, with the Disclosing Party, 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, or organization of a business entity following the ineligibility of a business entity to do business with federal or state or local government, including the City, using substantially the same management, ownership, or principals as the ineligible entity); with respect to Applicable Parties, the term Affiliated Entity means a person or entity that directly or indirectly controls the Applicable Party, is controlled by it, or, with the Applicable Party, is under common control of another person or entity,

- any responsible official of the Disclosing Party, any Applicable Party or any Affiliated Entity or any other official, agent or employee of the Disclosing Party, any Applicable Party or any Affiliated Entity, acting pursuant to the direction or authorization of a responsible official of the Disclosing Party, any Applicable Party or any Affiliated Entity (collectively "Agents").

Neither the Disclosing Party, nor any Applicable Party, nor any Affiliated Entity of either the Disclosing Party or any Applicable Party nor any Agents have, during the five years before the date this EDS is signed, or, with respect to an Applicable Party, an Affiliated Entity, or an Affiliated Entity of an Applicable Party during the five years before the date of such Applicable Party's or Affiliated Entity's contract or engagement in connection with the Matter:

- a. bribed or attempted to bribe, or been convicted or adjudged guilty of bribery or attempting to bribe, a public officer or employee of the City, the State of Illinois, or any agency of the federal government or of any state or local government in the United States of America, in that officer's or employee's official capacity;
 - b. agreed or colluded with other bidders or prospective bidders, or been a party to any such agreement, or been convicted or adjudged guilty of agreement or collusion among bidders or prospective bidders, in restraint of freedom of competition by agreement to bid a fixed price or otherwise; or
 - c. made an admission of such conduct described in a. or b. above that is a matter of record, but have not been prosecuted for such conduct; or
 - d. violated the provisions of Municipal Code Section 2-92-610 (Living Wage Ordinance).
3. Neither the Disclosing Party, Affiliated Entity or Applicable Party, or any of their employees, officials, agents or partners, is barred from contracting with any unit of state or local government as a result of engaging in or being convicted of (1) bid-rigging in violation of 720 ILCS 5/33E-3; (2) bid-rotating in violation of 720 ILCS 5/33E-4, or (3) any similar offense of any state or of the United States of America that contains the same elements as the offense of bid-rigging or bid-rotating.
 4. Neither the Disclosing Party nor any Affiliated Entity is listed on any of the following lists maintained by the Office of Foreign Assets Control of the U.S. Department of the Treasury or the Bureau of Industry and Security of the U.S. Department of Commerce or their successors: the Specially Designated Nationals List, the Denied Persons List, the Unverified List, the Entity List and the Debarred List.
 5. The Disclosing Party understands and shall comply with (1) the applicable requirements of the Governmental Ethics Ordinance of the City, Title 2, Chapter 2-156 of the Municipal Code; and (2) all the applicable provisions of Chapter 2-56 of the Municipal Code (Office of the Inspector General)

6 If the Disclosing Party is unable to certify to any of the above statements in this Part B (Further Certifications), the Disclosing Party must explain below:

N/A

If the letters "NA," the word "None," or no response appears on the lines above, it will be conclusively presumed that the Disclosing Party certified to the above statements.

C. CERTIFICATION OF STATUS AS FINANCIAL INSTITUTION

For purposes of this Part C, under Municipal Code Section 2-32-455(b), the term "financial institution" means a bank, savings and loan association, thrift, credit union, mortgage banker, mortgage broker, trust company, savings bank, investment bank, securities broker, municipal securities broker, securities dealer, municipal securities dealer, securities underwriter, municipal securities underwriter, investment trust, venture capital company, bank holding company, financial services holding company, or any licensee under the Consumer Installment Loan Act, the Sales Finance Agency Act, or the Residential Mortgage Licensing Act. However, "financial institution" specifically shall not include any entity whose predominant business is the providing of tax deferred, defined contribution, pension plans to public employees in accordance with Sections 403(b) and 457 of the Internal Revenue Code. (Additional definitions may be found in Municipal Code Section 2-32-455(b).)

1. CERTIFICATION

The Disclosing Party certifies that the Disclosing Party (check one)

is is not

a "financial institution" as defined in Section 2-32-455(b) of the Municipal Code.

2 If the Disclosing Party IS a financial institution, then the Disclosing Party pledges

"We are not and will not become a predatory lender as defined in Chapter 2-32 of the Municipal Code. We further pledge that none of our affiliates is, and none of them will become, a predatory lender as defined in Chapter 2-32 of the Municipal Code. We understand that becoming a predatory lender or becoming an affiliate of a predatory lender may result in the loss of the privilege of doing business with the City."

If the Disclosing Party is unable to make this pledge because it or any of its affiliates (as defined in Section

2-32-455(b) of the Municipal Code) is a predatory lender within the meaning of Chapter 2-32 of the Municipal Code, explain here (attach additional pages if necessary):

N/A

If the letters "NA," the word "None," or no response appears on the lines above, it will be conclusively presumed that the Disclosing Party certified to the above statements

D. CERTIFICATION REGARDING INTEREST IN CITY BUSINESS

Any words or terms that are defined in Chapter 2-156 of the Municipal Code have the same meanings when used in this Part D

1. In accordance with Section 2-156-110 of the Municipal Code: Does any official or employee of the City have a financial interest in his or her own name or in the name of any other person or entity in the Matter?

Yes No

NOTE: If you checked "Yes" to Item D 1., proceed to Items D 2 and D.3. If you checked "No" to Item D 1 , proceed to Part E.

2. Unless sold pursuant to a process of competitive bidding, or otherwise permitted, no City elected official or employee shall have a financial interest in his or her own name or in the name of any other person or entity in the purchase of any property that (i) belongs to the City, or (ii) is sold for taxes or assessments, or (iii) is sold by virtue of legal process at the suit of the City (collectively, "City Property Sale"). Compensation for property taken pursuant to the City's eminent domain power does not constitute a financial interest within the meaning of this Part D.

Does the Matter involve a City Property Sale?

Yes No

3. If you checked "Yes" to Item D.1 , provide the names and business addresses of the City officials or employees having such interest and identify the nature of such interest:

Name	Business Address	Nature of Interest
N/A		

4 The Disclosing Party further certifies that no prohibited financial interest in the Matter will be acquired by any City official or employee

E. CERTIFICATION REGARDING SLAVERY ERA BUSINESS

The Disclosing Party has searched any and all records of the Disclosing Party and any and all predecessor entities for records of investments or profits from slavery, the slave industry, or slaveholder insurance policies from the slavery era (including insurance policies issued to slaveholders that provided coverage for damage to or injury or death of their slaves) and has disclosed in this EDS any and all such records to the City. In addition, the Disclosing Party must disclose the names of any and all slaves or slaveholders described in those records. Failure to comply with these disclosure requirements may make the Matter to which this EDS pertains voidable by the City.

Please check either 1. or 2. below. If the Disclosing Party checks 2, the Disclosing Party must disclose below or in an attachment to this EDS all requisite information as set forth in that paragraph 2

X 1 The Disclosing Party verifies that (a) the Disclosing Party has searched any and all records of the Disclosing Party and any and all predecessor entities for records of investments or profits from slavery, the slave industry, or slaveholder insurance policies, and (b) the Disclosing Party has found no records of investments or profits from slavery, the slave industry, or slaveholder insurance policies and no records of names of any slaves or slaveholders

___ 2. The Disclosing Party verifies that, as a result of conducting the search in step 1(a) above, the Disclosing Party has found records relating to investments or profits from slavery, the slave industry, or slaveholder insurance policies and/or the names of any slaves or slaveholders. The Disclosing Party verifies that the following constitutes full disclosure of all such records:

N/A

SECTION VI -- CERTIFICATIONS FOR FEDERALLY-FUNDED MATTERS

NOTE: If the Matter is federally funded, complete this Section VI. If the Matter is not federally funded, proceed to Section VII

A. CERTIFICATION REGARDING LOBBYING

1 List below the names of all persons or entities registered under the federal Lobbying Disclosure Act of 1995 who have made lobbying contacts on behalf of the Disclosing Party with respect to the Matter. (Begin list here, add sheets as necessary):

N/A

(If no explanation appears or begins on the lines above, or if the letters "NA" or if the word "None" appear, it will be conclusively presumed that the Disclosing Party means that NO persons or entities registered under the Lobbying Disclosure Act of 1995 have made lobbying contacts on behalf of the Disclosing Party with respect to the Matter)

2 The Disclosing Party has not spent and will not expend any federally appropriated funds to pay any person or entity listed in Paragraph A 1 above for his or her lobbying activities or to pay any person or entity to influence or attempt to influence an officer or employee of any agency, as defined by applicable federal law, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress, in connection with the award of any federally funded contract, making any federally funded grant or loan, entering into any cooperative agreement, or to extend, continue, renew, amend, or modify any federally funded contract, grant, loan, or cooperative agreement

3. The Disclosing Party will submit an updated certification at the end of each calendar quarter in which there occurs any event that materially affects the accuracy of the statements and information set forth in paragraphs A 1 and A 2 above

If the Matter is federally funded and any funds other than federally appropriated funds have been or will be paid to any person or entity for influencing or attempting to influence an officer or employee of any agency (as defined by applicable federal law), a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the Matter, the Disclosing Party must complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. The form may be obtained online from the federal Office of Management and Budget (OMB) web site at <http://www.whitehouse.gov/omb/grants/sfillin.pdf>, linked on the page http://www.whitehouse.gov/omb/grants/grants_forms.html.

4 The Disclosing Party certifies that either (i) it is not an organization described in section 501(c)(4) of the Internal Revenue Code of 1986; or (ii) it is an organization described in section 501(c)(4) of the Internal Revenue Code of 1986 but has not engaged and will not engage in "Lobbying Activities"

5 If the Disclosing Party is the Applicant, the Disclosing Party must obtain certifications equal in form and substance to paragraphs A.1. through A.4 above from all subcontractors before it awards any subcontract and the Disclosing Party must maintain all such subcontractors' certifications for the duration of the Matter and must make such certifications promptly available to the City upon request.

B. CERTIFICATION REGARDING EQUAL EMPLOYMENT OPPORTUNITY

If the Matter is federally funded, federal regulations require the Applicant and all proposed subcontractors to submit the following information with their bids or in writing at the outset of negotiations.

Is the Disclosing Party the Applicant?

Yes No

If "Yes," answer the three questions below:

1. Have you developed and do you have on file affirmative action programs pursuant to applicable federal regulations? (See 41 CFR Part 60-2)

Yes No

2. Have you filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance Programs, or the Equal Employment Opportunity Commission all reports due under the applicable filing requirements?

Yes No

3. Have you participated in any previous contracts or subcontracts subject to the equal opportunity clause?

Yes No

If you checked "No" to question 1. or 2 above, please provide an explanation:

SECTION VII -- ACKNOWLEDGMENTS, CONTRACT INCORPORATION, COMPLIANCE, PENALTIES, DISCLOSURE

The Disclosing Party understands and agrees that:

A. By completing and filing this EDS, the Disclosing Party acknowledges and agrees, on behalf of itself and the persons or entities named in this EDS, that the City may investigate the creditworthiness of some or all of the persons or entities named in this EDS

B. The certifications, disclosures, and acknowledgments contained in this EDS will become part of any contract or other agreement between the Applicant and the City in connection with the Matter, whether procurement, City assistance, or other City action, and are material inducements to the City's execution of any contract or taking other action with respect to the Matter. The Disclosing Party understands that it must comply with all statutes, ordinances, and regulations on which this EDS is based.

C. The City's Governmental Ethics and Campaign Financing Ordinances, Chapters 2-156 and 2-164 of the Municipal Code, impose certain duties and obligations on persons or entities seeking City contracts, work, business, or transactions. The full text of these ordinances and a training program is available on line at www.cityofchicago.org/Ethics, and may also be obtained from the City's Board of Ethics, 740 N. Sedgwick St., Suite 500, Chicago, IL 60610, (312) 744-9660. The Disclosing Party must comply fully with the applicable ordinances

D. If the City determines that any information provided in this EDS is false, incomplete or inaccurate, any contract or other agreement in connection with which it is submitted may be rescinded or be void or voidable, and the City may pursue any remedies under the contract or agreement (if not rescinded, void or voidable), at law, or in equity, including terminating the Disclosing Party's participation in the Matter and/or declining to allow the Disclosing Party to participate in other transactions with the City. Remedies at law for a false statement of material fact may include incarceration and an award to the City of treble damages.

E. It is the City's policy to make this document available to the public on its Internet site and/or upon request. Some or all of the information provided on this EDS and any attachments to this EDS may be made available to the public on the Internet, in response to a Freedom of Information Act request, or otherwise. By completing and signing this EDS, the Disclosing Party waives and releases any possible rights or claims which it may have against the City in connection with the public release of information contained in this EDS and also authorizes the City to verify the accuracy of any information submitted in this EDS

F. The information provided in this EDS must be kept current. In the event of changes, the Disclosing Party must supplement this EDS up to the time the City takes action on the Matter. If the Matter is a contract being handled by the City's Department of Procurement Services, the Disclosing Party must update this EDS as the contract requires

The Disclosing Party represents and warrants that:

G. The Disclosing Party has not withheld or reserved any disclosures as to economic interests in the Disclosing Party, or as to the Matter, or any information, data or plan as to the intended use or purpose for which the Applicant seeks City Council or other City agency action.

For purposes of the certifications in H 1. and H 2. below, the term "affiliate" means any person or entity that, directly or indirectly: controls the Disclosing Party, is controlled by the Disclosing Party, or is, with the Disclosing Party, 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; or organization of a business entity following the ineligibility of a business entity to do business with the federal government or a state or local government, including the City, using substantially the same management, ownership, or principals as the ineligible entity

H.1 The Disclosing Party is not delinquent in the payment of any tax administered by the Illinois Department of Revenue, nor are the Disclosing Party or its affiliates delinquent in paying any fine, fee, tax or other charge owed to the City. This includes, but is not limited to, all water charges, sewer charges, license fees, parking tickets, property taxes or sales taxes.

H.2 If the Disclosing Party is the Applicant, the Disclosing Party and its affiliates will not use, nor permit their subcontractors to use, any facility on the U.S. EPA's List of Violating Facilities in connection with the Matter for the duration of time that such facility remains on the list.

H 3 If the Disclosing Party is the Applicant, the Disclosing Party will obtain from any contractors/subcontractors hired or to be hired in connection with the Matter certifications equal in form and substance to those in H.1. and H.2 above and will not, without the prior written consent of the City, use any such contractor/subcontractor that does not provide such certifications or that the Disclosing Party has reason to believe has not provided or cannot provide truthful certifications

NOTE: If the Disclosing Party cannot certify as to any of the items in H.1 , H.2. or H 3 above, an explanatory statement must be attached to this EDS.

CERTIFICATION

Under penalty of perjury, the person signing below: (1) warrants that he/she is authorized to execute this EDS on behalf of the Disclosing Party, and (2) warrants that all certifications and statements contained in this EDS are true, accurate and complete as of the date furnished to the City.

SYSTEM SOLUTIONS INC.
(Print or type name of Disclosing Party)

Date: 7/10/06

By.

Jilli Sample
(sign here)

ZULEI SAYLA
(Print or type name of person signing)

V.P
(Print or type title of person signing)

Signed and sworn to before me on (date) 7-10-2006, by ZULEI SAYLA, at _____

COOK County, ILLINOIS (state)

Louise Milkovic Notary Public.

Commission expires: 04/16/08



11/01/05 Version

EXHIBIT 5
INSURANCE REQUIREMENTS AND
EVIDENCE OF INSURANCE



CERTIFICATE OF INSURANCE

This certifies that

- STATE FARM FIRE AND CASUALTY COMPANY, Bloomington, Illinois
STATE FARM GENERAL INSURANCE COMPANY, Bloomington, Illinois
STATE FARM FIRE AND CASUALTY COMPANY, Aurora, Ontario
STATE FARM FLORIDA INSURANCE COMPANY, Winter Haven, Florida
STATE FARM LLOYDS, Dallas, Texas

insures the following policyholder for the coverages indicated below.

Policyholder: SYSTEMS SOLUTIONS INC, DBA MICROAGE COMPUTERS
Address of policyholder: 3530 COMMERCIAL AVE, NORTHBROOK, IL 60062-1823
Location of operations:
Description of operations:

The policies listed below have been issued to the policyholder for the policy periods shown. The insurance described in these policies is subject to all the terms, exclusions, and conditions of those policies. The limits of liability shown may have been reduced by any paid claims.

Table with columns: POLICY NUMBER, TYPE OF INSURANCE, POLICY PERIOD (Effective Date, Expiration Date), LIMITS OF LIABILITY (at beginning of policy period). Includes policies 93ND10737F, 930897432F, and J3WE5839F.

THE CERTIFICATE OF INSURANCE IS NOT A CONTRACT OF INSURANCE AND NEITHER AFFIRMATIVELY NOR NEGATIVELY AMENDS, EXTENDS OR ALTERS THE COVERAGE APPROVED BY ANY POLICY DESCRIBED HEREIN.

Name and Address of Certificate Holder
ADDITIONAL INSURED:

THE CITY OF CHICAGO
DEPARTMENT OF PROCUREMENT SERVICES,
CITY HALL, ROOM 403
121 NORTH CASALLM STREET
CHICAGO, IL 60602

attn: Faiza
847-272-8465

If any of the described policies are cancelled before their expiration date, State Farm will try to mail a written notice to the certificate holder 30 days before cancellation. If however, we fail to mail such notice, no obligation or liability will be imposed on State Farm or its agents or representatives.

Signature of Authorized Representative: Sharon Felton
INSURANCE ACCT REP 8/3/2004
Title: RYAN NESSENER
Agent Name:
Telephone Number: 847-793-0041

Agent's Code Stamp
Agent Code 13-2449
AFO Code 033

EXHIBIT 6
LIST OF KEY PERSONNEL

SSI has assembled a team that has been serving the City of Chicago successfully over the past 6 years. Each team member is eager to continue the quality service as outlined in our following response to the City of Chicago RFP for Computer Hardware, Software, Peripherals, Supplies and Related Equipment. Please feel free to contact the following team members with questions, requests for oral presentations, or for negotiations.

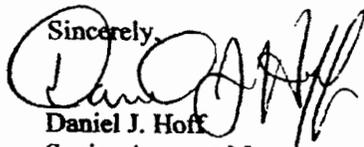
Senior Account Manager
Dan Hoff
Office: 847-272-6160 x224
Cell: [REDACTED]
E-Mail: Dan.Hoff@thessi.com

Director of Sales and Technology
James Dillon
Office: 847-272-6160 x262
Cell: [REDACTED]
E-Mail: James.Dillon@thessi.com

System Solutions, Inc. President
Naushad Ali
Office: 847-272-6160 x201
E-mail: Naushad.Ali@thessi.com

System Solutions, Inc. Vice President
Zulfi Sayla
Office: 847-272-6160 x235
E-mail: Zulfi.Sayla@thessi.com

SSI certainly appreciates the opportunity to respond to this RFP and we look forward to continuing our business relationship with the City of Chicago.

Sincerely,

Daniel J. Hoff
Senior Account Manager
System Solutions, Inc.

3630 Commercial Ave. • Northbrook, IL 60062

voice 847-272-6160 • fax 847-272-8465 • <http://www.thessi.com>



DEPARTMENT OF PROCUREMENT SERVICES
CITY OF CHICAGO

DEL 1

Mr. Zulfi Sayla, Vice President
System Solutions, Inc.
3630 Commercial Avenue
Northbrook, Illinois 60062

Subject: **Contract Modification for Computer Hardware,
Software, Peripherals, Supplies, and Related
Equipment**
Specification No.: 40767
Contract No.: 13783
Modification No.: 62998

Dear Mr. Sayla:

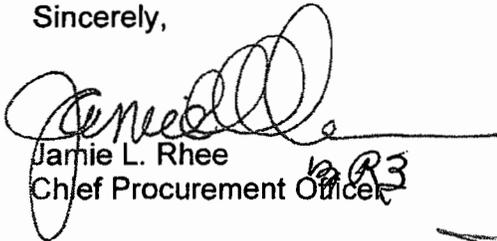
The City of Chicago elects to extend the subject contract for additional time and funding increase. The following documents must be completed and returned to finalize the contract modification:

1. Contract Modification. The attached document must be fully completed and signed by an authorized officer of your firm.
2. Online Economic Disclosure Statement (EDS) which includes a Disclosure of Retained Parties. Please submit an electronically signed, one-page EDS Certificate of Filing which validates that the EDS has been filed. Additionally, the Municipal Code of Chicago requires the Disclosure of Familial Relationships with Elected City Officials and Department Heads. The web address to submit your EDS and Familial Relationship Disclosure is: <https://webapps.cityofchicago.org/EDSWeb>.
3. Submit a current insurance certificate as required by your contract. The certificate must show the policy coverages, policy numbers, expiration date, specification number, and list the City of Chicago as an additional insured/certificate holder.

Please review the documents carefully. The forms must be properly executed and returned no later than Friday, December 23, 2011 in order to expedite processing the contract modification for remaining signatures and award.

You may address any questions or concerns to William L. Dotson, Contract Administrator at (312) 744-4924.

Sincerely,



Handwritten signature of Jamie L. Rhee in cursive, followed by a horizontal line.

JLR
Jamie L. Rhee
Chief Procurement Officer

cc: JLR/wld



Handwritten initials or mark, possibly 'WLD', in cursive.

File (Specification No.: 40767)

**CITY OF CHICAGO
BLANKET PURCHASE ORDER
MODIFICATION**

**Copy (Comptroller)
Reprint**

Furnish the supplies and/or services described below in conformance with conditions set forth herein and in your offer.

DATE OF AWARD	DEPT#	PURCHASE ORDER	SPECIFICATION NUMBER	VENDOR NUMBER	SITE NAME	PO START DATE	PO END DATE	PAGE NUMBER
12/28/2011	06	13783	40767	1010918	A	1/1/2007	12/31/2012	1

BUYER:

18857 WILLIAM DOTSON 312-744-4924

ORDERED FROM:

SYSTEM SOLUTIONS, INC.
3630 COMMERCIAL AVE. (EFT)
NORTHBROOK, IL 60062

MODIFICATIONS

THIS IS NOT A NEW CONTRACT. THE QUANTITIES, UNIT COSTS AND EXTENDED TOTAL COSTS LISTED BELOW INCLUDE THE ORIGINAL AND ALL MODIFICATIONS TO THIS CONTRACT TO DATE. ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED AND IN EFFECT.

PO DESCRIPTION: COMPUTER HARDWARE, SOFTWARE, PERIPHERALS, SUPPLIES AND RELATED EQUIPMENT

COMMODITY INFORMATION

Line	Item	Item Description	UOM	Unit Cost
1	20880.01	ADOBE SOFTWARE	USD	0.00
2	92045.26	ADOBE ANNUAL SUPPORT/MAINTENANCE	USD	0.00
3	20880.20	ALTIRIS SOFTWARE	USD	0.00
4	92045.85	ALTIRIS, INC. ANNUAL/MAINTENANCE	USD	0.00
5	20890.02	APPLE SOFTWARE	USD	0.00
6	92045.51	APPLE ANNUAL SUPPORT/MAINTENANCE	USD	0.00
7	20880.04	APPLIMATION SOFTWARE	USD	0.00
8	92045.01	APPLIMATION ANNUAL SUPPORT/MAINTENANCE	USD	0.00
9	20880.06	APPWORX SOFTWARE	USD	0.00
10	92045.28	APPWORX ANNUAL SUPPORT/MAINTENANCE	USD	0.00
11	20837.01	AUTODESK SOFTWARE	USD	0.00
12	92045.29	AUTODESK ANNUAL SUPPORT/MAINTENANCE	USD	0.00
13	20880.07	AVID SOFTWARE	USD	0.00
14	92045.30	AVID ANNUAL SUPPORT/MAINTENANCE	USD	0.00
15	20890.74	BEA SOFTWARE	USD	0.00
16	92045.02	BEA ANNUAL SUPPORT/MAINTENANCE	USD	0.00
17	20841.02	BENTLEY SYSTEMS SOFTWARE	USD	0.00
18	92045.56	BENTLEY SYSTEMS ANNUAL SUPPORT/MAINTENANCE	USD	0.00
19	20890.65	BINDERVIEW SOFTWARE	USD	0.00
20	92045.03	BINDERVIEW ANNUAL SUPPORT/MAINTENANCE	USD	0.00
21	20853.02	BORLAND SOFTWARE	USD	0.00
22	92045.57	BORLAND ANNUAL SUPPORT/MAINTENANCE	USD	0.00
23	20810.02	BOTTOMLINE SOFTWARE	USD	0.00
24	92045.58	BOTTOMLINE ANNUAL SUPPORT/MAINTENANCE	USD	0.00
25	20888.01	BUSINESS OBJECTS SOFTWARE	USD	0.00
26	92045.27	BUSINESS OBJECTS ANNUAL SUPPORT/MAINTENANCE	USD	0.00
27	20890.89	CHECKPOINT SOFTWARE	USD	0.00
28	92045.04	CHECKPOINT ANNUAL SUPPORT/MAINTENANCE	USD	0.00

Payment on this order will be made upon receipt of an original vendor invoice form referencing this order.
Mark all packages and papers with the purchase number.

Any deliveries containing overshipments will be reflected unless otherwise authorized in this purchase.

This purchase is subject to the City of Chicago General Conditions for Supplies, Work, or Professional Consulting Services; Special Conditions, Disclosure, Ownership, Acceptance Page, as applicable, which are attached hereto or incorporated herein by reference.

**CITY OF CHICAGO
BLANKET PURCHASE ORDER
MODIFICATION**

**Copy (Comptroller)
Reprint**

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12/28/2011	06	13783	40767	1010918	A	1/1/2007	12/31/2012	2

BUYER:

18857 WILLIAM DOTSON 312-744-4924

ORDERED FROM:

SYSTEM SOLUTIONS, INC.
3630 COMMERCIAL AVE. (EFT)
NORTHBROOK, IL 60062

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PO DESCRIPTION: COMPUTER HARDWARE, SOFTWARE, PERIPHERALS, SUPPLIES AND RELATED EQUIPMENT

COMMODITY INFORMATION

Line	Item	Item Description	UOM	Unit Cost
29	20890.01	CITRIX SOFTWARE	USD	0.00
30	92045.06	CITRIX ANNUAL SUPPORT/MAINTENANCE	USD	0.00
31	20890.79	COMPUTER ASSOCIATES SPFTWARE	USD	0.00
32	92045.07	COMPUTER ASSOCIATES ANNUAL SUPPORT/MAINTENANCE	USD	0.00
33	20850.01	COREL SOFTWARE	USD	0.00
34	92045.31	COREL ANNUAL SUPPORT/MAINTENANCE	USD	0.00
35	20851.01	DEPLOY SOLUTIONS SOFTWARE	USD	0.00
36	92045.68	DEPLOY SOLUTIONS ANNUAL SUPPORT/MAINTENANCE	USD	0.00
37	20868.05	EAGLE POINT SOFTWARE	USD	0.00
38	92045.66	EAGLE POINT ANNUAL SUPPORT/MAINTENANCE	USD	0.00
39	20890.27	EMC SOFTWARE	USD	0.00
40	92045.08	EMC ANNUAL SUPPORT/MAINTENANCE	USD	0.00
41	20868.06	EXTENSIS SOFTWARE	USD	0.00
42	92045.72	EXTENSIS ANNUAL SUPPORT/MAINTENANCE	USD	0.00
43	20840.02	FARONICS SOFTWARE	USD	0.00
44	92045.32	FARONICS ANNUAL SUPPORT/MAINTENANCE	USD	0.00
45	20880.02	FAST SEARCH SOFTWARE	USD	0.00
46	92045.10	FAST SEARCH ANNUAL SUPPORT/MAINTENANCE	USD	0.00
47	20880.05	FILENET SOFTWARE	USD	0.00
48	92045.11	FILENET ANNUAL SUPPORT/MAINTENANCE	USD	0.00
49	20846.01	FUJITSU/SOFTEK SOFTWARE	USD	0.00
50	92045.12	FUJITSU/SOFTEK ANNUAL SUPPORT/MAINTENANCE	USD	0.00
51	20868.01	GFORGE SOFTWARE	USD	0.00
52	92045.33	GFORGE ANNUAL SUPPORT/MAINTENANCE	USD	0.00
53	20880.09	HEAT SOFTWARE	USD	0.00
54	92046.01	HEAT ANNUAL SUPPORT/MAINTENANCE	USD	0.00
55	20890.68	HITACHI SOFTWARE	USD	0.00
56	92045.13	HITACHI ANNUAL SUPPORT/MAINTENANCE	USD	0.00
57	20880.19	HITEC SOFTWARE	USD	0.00

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BUYER:

18857 WILLIAM DOTSON 312-744-4924

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NORTHBROOK, IL 60062

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PO DESCRIPTION: COMPUTER HARDWARE, SOFTWARE, PERIPHERALS, SUPPLIES AND RELATED EQUIPMENT

COMMODITY INFORMATION

Line	Item	Item Description	UOM	Unit Cost
58	92045.75	HITEC ANNUAL SUPPORT/MAINTENANCE	USD	0.00
59	20846.10	INFOCORP SOFTWARE	USD	0.00
60	92045.73	INFOCORP ANNUAL SUPPORT/MAINTENANCE	USD	0.00
61	20867.05	ILOG SOFTWARE	USD	0.00
62	92045.59	ILOG ANNUAL SUPPORT/MAINTENANCE	USD	0.00
63	20890.92	INTELLIREACH SDOFTWARE	USD	0.00
64	92045.14	INTELLIREACH ANNUAL SUPPORT/MAINTENANCE	USD	0.00
65	20880.10	JAWS SOFTWARE	USD	0.00
66	92045.35	JAWS ANNUAL SUPPORT/MAINTENANCE	USD	0.00
67	20890.20	JUNIPER NETWORKS SOFTWARE	USD	0.00
68	92045.52	JUNIPER NETWORKS ANNUAL SUPPORT/MAINTENANCE	USD	0.00
69	20890.72	LANDESK SOFTWARE	USD	0.00
70	92045.15	LANDESK ANNUAL SUPPORT/MAINTENANCE	USD	0.00
71	20890.24	LEGATO SOFTWARE	USD	0.00
72	92045.16	LEGATO ANNUAL SUPPORT/MAINTENANCE	USD	0.00
73	20854.02	MACROMEDIA SOFTWARE	USD	0.00
74	92045.36	MACROMEDIA ANNUAL SUPPORT/MAINTENANCE	USD	0.00
75	20890.91	MCAFEE SOFTWARE	USD	0.00
76	92045.17	MCAFEE ANNUAL SUPPORT/MAINTENANCE	USD	0.00
77	20810.52	MCM TECHNOLOGY SOFTWARE	USD	0.00
78	92045.60	MCM TECHNOLOGY ANNUAL SUPPORT/MAINTENANCE	USD	0.00
79	20942.01	MERANT SOFTWARE	USD	0.00
80	92045.37	MERANT ANNUAL SUPPORT/MAINTENANCE	USD	0.00
81	20880.21	MITRATECH SOFTWARE	USD	0.00
82	92045.86	MITRATECH ANNUAL SUPPORT/MAINTENANCE	USD	0.00
83	20890.71	MICROSOFT SELECT AGREEMENT LEVEL D SOFTWARE	USD	0.00
84	20890.90	NETWORK ASSOCIATES SOFTWARE	USD	0.00
85	92045.18	NETWORK ASSOCIATES ANNUAL SUPPORT/MAINTENANCE	USD	0.00
86	20890.23	NETWORK GENERAL SOFTWARE	USD	0.00

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BUYER:

18857 WILLIAM DOTSON 312-744-4924

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SYSTEM SOLUTIONS, INC.
3630 COMMERCIAL AVE. (EFT)
NORTHBROOK, IL 60062

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PO DESCRIPTION: COMPUTER HARDWARE, SOFTWARE, PERIPHERALS, SUPPLIES AND RELATED EQUIPMENT

COMMODITY INFORMATION

Line	Item	Item Description	UOM	Unit Cost
87	92045.53	NETWORK GENERAL ANNUAL SUPPORT/MAINTENANCE	USD	0.00
88	20880.11	NEWSOFT SOFTWARE	USD	0.00
89	92045.38	NEWSOFT ANNUAL SUPPORT/MAINTENANCE	USD	0.00
90	20890.76	NOVELL MLA SOFTWARE	USD	0.00
91	92045.19	NOVELL MLA ANNUAL SUPPORT/MAINTENANCE	USD	0.00
92	20880.12	NUANCE SOFTWARE	USD	0.00
93	92045.39	NUANCE ANNUAL SUPPORT/MAINTENANCE	USD	0.00
94	20880.03	O'PIN SYSTEMS SOFTWARE	USD	0.00
95	92045.21	O'PIN SYSTEMS ANNUAL SUPPORT/MAINTENANCE	USD	0.00
96	20880.15	PALM SOFTWARE	USD	0.00
97	92045.54	PALM ANNUAL SUPPORT/MAINTENANCE	USD	0.00
98	20888.01	PENTEX SOFTWARE	USD	0.00
99	92045.62	PENTEX ANNUAL SUPPORT/MAINTENANCE	USD	0.00
100	20880.22	PERSONAL INFORMATION MANAGER SOFTWARE	USD	0.00
101	92045.87	PERSONAL INFORMATION MANAGER ANNUAL SUPPORT/MAINTENANCE	USD	0.00
102	20890.70	PROSOFT SOFTWARE	USD	0.00
103	92045.41	PROSOFT ANNUAL SUPPORT/MAINTENANCE	USD	0.00
104	20827.01	INTELLISYNC SOFTWARE	USD	0.00
105	92045.34	INTELLISYNC ANNUAL SUPPORT/MAINTENANCE	USD	0.00
106	20850.10	QARBON SOFTWARE	USD	0.00
107	92045.63	QARBON ANNUAL SUPPORT/MAINTENANCE	USD	0.00
108	20880.17	OLYMPUS SOFTWARE	USD	0.00
109	92045.61	OLYMPUS ANNUAL SUPPORT/MAINTENANCE	USD	0.00
110	20839.01	QUARK SOFTWARE	USD	0.00
111	92045.42	QUARK ANNUAL SUPPORT/MAINTENANCE	USD	0.00
112	20880.13	READSOFT SOFTWARE	USD	0.00
113	92045.43	READSOFT ANNUAL SUPPORT/MAINTENANCE	USD	0.00
114	20837.03	REALINFO SOFTWARE	USD	0.00
115	92045.55	REALINFO ANNUAL SUPPORT/MAINTENANCE	USD	0.00

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**CITY OF CHICAGO
BLANKET PURCHASE ORDER
MODIFICATION**

**Copy (Comptroller)
Reprint**

Furnish the supplies and/or services described below in conformance with conditions set forth herein and in your offer.

DATE OF AWARD	DEPT#	PURCHASE ORDER	SPECIFICATION NUMBER	VENDOR NUMBER	SITE NAME	PO START DATE	PO END DATE	PAGE NUMBER
12/28/2011	06	13783	40767	1010918	A	1/1/2007	12/31/2012	5

BUYER:

18857 WILLIAM DOTSON 312-744-4924

ORDERED FROM:

SYSTEM SOLUTIONS, INC.
3630 COMMERCIAL AVE. (EFT)
NORTHBROOK, IL 60062

MODIFICATIONS

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PO DESCRIPTION: COMPUTER HARDWARE, SOFTWARE, PERIPHERALS, SUPPLIES AND RELATED EQUIPMENT

COMMODITY INFORMATION

Line	Item	Item Description	UOM	Unit Cost
116	20851.02	RECRUITMAX SOFTWARE	USD	0.00
117	92045.69	RECRUITMAX ANNUAL SUPPORT/MAINTENANCE	USD	0.00
118	20890.67	RED HAT SOFTWARE	USD	0.00
119	92045.22	RED HAT ANNUAL SUPPORT/MAINTENANCE	USD	0.00
120	20876.50	REVEAL SOFTWARE	USD	0.00
121	92045.64	REVEAL ANNUAL SUPPORT/MAINTENANCE	USD	0.00
122	20870.01	ROXIO SOFTWARE	USD	0.00
123	92045.44	ROXIO ANNUAL SUPPORT/MAINTENANCE	USD	0.00
124	20890.03	SOLARWIND, INC. ANNUAL SUPPORT/MAINTENANCE	USD	0.00
125	92045.88	SOLARWIND, INC. ANNUAL SUPPORT/MAINTENANCE	USD	0.00
126	20890.87	SPI SYNAMICS SOFTWARE	USD	0.00
127	92045.45	SPI SYNAMICS ANNUAL SUPPORT/MAINTENANCE	USD	0.00
128	20882.01	SPSS SOFTWARE	USD	0.00
129	92045.46	SPSS ANNUAL SUPPORT/MAINTENANCE	USD	0.00
130	20890.93	SYMANTEC SOFTWARE	USD	0.00
131	92045.47	SYMANTEC ANNUAL SUPPORT/MAINTENANCE	USD	0.00
132	20851.03	TALEO SOFTWARE	USD	0.00
133	92045.70	TALEO ANNUAL SUPPORT/MAINTENANCE	USD	0.00
134	20837.05	TELEATLAS SOFTWARE	USD	0.00
135	92045.65	TELEATLAS ANNUAL SUPPORT/MAINTENANCE	USD	0.00
136	20890.78	VERITAS SOFTWARE	USD	0.00
137	92045.24	VERITAS ANNUAL SUPPORT/MAINTENANCE	USD	0.00
138	20846.02	VERITY SOFTWARE	USD	0.00
139	92045.48	VERITY ANNUAL SUPPORT/MAINTENANCE	USD	0.00
140	20854.01	VERTEX SOFTWARE	USD	0.00
141	92045.25	VERTEX ANNUAL SUPPORT/MAINTENANCE	USD	0.00
142	20837.02	VIANET SOFTWARE	USD	0.00
143	92045.49	VIANET ANNUAL SUPPORT/MAINTENANCE	USD	0.00
144	20880.18	WEBFEAT SOFTWARE	USD	0.00

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BUYER:

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PO DESCRIPTION: COMPUTER HARDWARE, SOFTWARE, PERIPHERALS, SUPPLIES AND RELATED EQUIPMENT

COMMODITY INFORMATION

Line	Item	Item Description	UOM	Unit Cost
145	92045.74	WEBFEAT ANNUAL SUPPORT/MAINTENANCE	USD	0.00
146	20890.04	WISE, INC. SOFTWARE	USD	0.00
147	92045.89	WISE, INC. ANNUAL SUPPORT/MAINTENANCE	USD	0.00
148	20880.98	UNLISTED/ALTERNATE MANUFACTURERS SOFTWARE	USD	0.00
149	92045.05	UNLISTED/ALTERNATE MANUFACTURERS ANNUAL SUPPORT/MAINTENANCE	USD	0.00
150	20453.13	DELL PERSONAL COMPUTERS	USD	0.00
151	20454.95	DELL LAPTOPS/HANDGELDS/TABLETS	USD	0.00
152	20491.01	DELL SERVERS	USD	0.00
153	92047.04	DELL COMPONENTS, PARTS, UPGRADES	USD	0.00
154	20453.09	HEWLETT PACKARD PERSONAL COMPUTERS	USD	0.00
155	20454.96	HEWLETT PACKARD LAPTOPS/HANDHELDS/TABLETS	USD	0.00
156	20491.02	HEWLETT PACKARD SERVERS	USD	0.00
157	92047.07	HEWLETT PACKARD COMPONENTS, PARTS, UPGRADES	USD	0.00
158	20455.05	SUN MICROSYSTEMS HARDWARE	USD	0.00
159	20840.01	SUN MICROSYSTEMS SOFTWARE	USD	0.00
160	92047.10	SUN MICROSYSTEMS ANNUAL SUPPORT/MAINTENANCE	USD	0.00
161	20464.95	3COM/US ROBOTICS PERIPHERALS	USD	0.00
162	20532.94	ADAPTEC PERIPHERALS	USD	0.00
163	92047.01	ADAPTEC ANNUAL SUPPORT/MAINTENANCE	USD	0.00
164	20532.95	ADIC PERIPHERALS	USD	0.00
165	92047.02	ADIC ANNUAL SUPPORT/MAINTENANCE	USD	0.00
166	20439.01	ALERA PERIPHERALS	USD	0.00
167	92047.11	ALERA ANNUAL SUPPORT/MAINTENANCE	USD	0.00
168	20468.91	ALTEC PERIPHERALS	USD	0.00
169	92047.26	ALTEC ANNUAL SUPPORT/MAINTENANCE	USD	0.00
170	20784.96	APC PERIPHERALS	USD	0.00
171	92047.03	APC PERIPHERALS ANNUAL SUPPORT/MAINTENANCE	USD	0.00
172	20468.95	APPLE PERIPHERALS	USD	0.00
173	20468.92	AVID PERIPHERALS	USD	0.00

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PO DESCRIPTION: COMPUTER HARDWARE, SOFTWARE, PERIPHERALS, SUPPLIES AND RELATED EQUIPMENT

COMMODITY INFORMATION

Line	Item	Item Description	UOM	Unit Cost
174	92047.12	AVID ANNUAL SUPPORT/MAINTENANCE	USD	0.00
175	20491.05	BOSCOM PERIPHERALS	USD	0.00
176	92047.27	BOSCOM ANNUAL SUPPORT/MAINTENANCE	USD	0.00
177	92029.01	CARDSMART PERIPHERALS	USD	0.00
178	20491.03	CASTELLE PERIPHERALS	USD	0.00
179	92047.14	CASTELLE ANNUAL SUPPORT/MAINTENANCE	USD	0.00
180	20468.93	CREATIVE LABS PERIPHERALS	USD	0.00
181	92047.13	CREATIVE LABS ANNUAL SUPPORT/MAINTENANCE	USD	0.00
182	20532.96	EMC PERIPHERALS	USD	0.00
183	92047.05	EMC ANNUAL SUPPORT/MAINTENANCE	USD	0.00
184	20464.90	EMULEX PERIPHERALS	USD	0.00
185	92047.33	EMULEX ANNUAL SUPPORT/MAINTENANCE	USD	0.00
186	20532.97	FUJITSU PERIPHERALS	USD	0.00
187	92047.06	FUJITSU ANNUAL SUPPORT/MAINTENANCE	USD	0.00
188	20532.96	HITACHI PERIPHERALS	USD	0.00
189	92047.08	HITACHI ANNUAL SUPPORT/MAINTENANCE	USD	0.00
190	20453.20	HITEC TTY DESKTOP SYSTEM	USD	0.00
191	20448.02	HITEC KEYBOARDS	USD	0.00
192	92047.41	HITEC ANNUAL SUPPORT/MAINTENANCE	USD	0.00
193	20488.01	HEWLETT PACKARD SCANNERS	USD	0.00
194	20477.98	HEWLETT PACKARD PRINTERS	USD	0.00
195	20471.98	HEWLETT PACKARD PLOTTERS	USD	0.00
196	20454.91	IBM TABLET PC AND ACCESSORIES	USD	0.00
197	92047.34	IBM TABLET PC AND ACCESSORIES ANNUAL SUPPORT/MAINTENANCE	USD	0.00
198	20468.96	INFOCUS PERIPHERALS	USD	0.00
199	20432.01	IOMEGA PERIPHERALS	USD	0.00
200	92047.15	IOMEGA ANNUAL SUPPORT/MAINTENANCE	USD	0.00
201	20468.97	KINGSTON PERIPHERALS	USD	0.00
202	20468.94	LOGITECH PERIPHERALS	USD	0.00

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BUYER:

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NORTHBROOK, IL 60062

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PO DESCRIPTION: COMPUTER HARDWARE, SOFTWARE, PERIPHERALS, SUPPLIES AND RELATED EQUIPMENT

COMMODITY INFORMATION

Line	Item	Item Description	UOM	Unit Cost
203	92047.16	LOGITECH ANNUAL SUPPORT/MAINTENANCE	USD	0.00
204	20454.93	NEC PERIPHERALS	USD	0.00
205	92047.28	NEC ANNUAL SUPPORT/MAINTENANCE	USD	0.00
206	20488.03	NIKON PERIPHERALS	USD	0.00
207	92047.35	NIKON ANNUAL SUPPORT/MAINTENANCE	USD	0.00
208	20446.01	NORITSU PERIPHERALS	USD	0.00
209	92047.17	NORITSU ANNUAL SUPPORT/MAINTENANCE	USD	0.00
210	20479.10	OKIDATA PERIPHERALS	USD	0.00
211	92047.37	OKIDATA ANNUAL SUPPORT/MAINTENANCE	USD	0.00
212	20482.50	OLYMPUS PERIPHERALS	USD	0.00
213	20454.94	PALM PERIPHERALS	USD	0.00
214	92047.29	PALM ANNUAL SUPPORT/MAINTENANCE	USD	0.00
215	20454.97	PANASONIC TOUGHBOOKS	USD	0.00
216	92047.09	PANASONIC ANNUAL SUPPORT/MAINTENANCE	USD	0.00
217	20491.04	PENLINK PERIPHERALS	USD	0.00
218	92047.19	PENLINK ANNUAL SUPPORT/MAINTENANCE	USD	0.00
219	20482.51	PENTAX PERIPHERALS	USD	0.00
220	92047.38	PENTAX ANNUAL SUPPORT/MAINTENANCE	USD	0.00
221	20480.01	PRIMERA TECHNOLOGIES	USD	0.00
222	92047.20	PRIMERA ANNUAL SUPPORT/MAINTENANCE	USD	0.00
223	20464.94	QLOGIC PERIPHERALS	USD	0.00
224	92047.21	QLOGIC ANNUAL SUPPORT/MAINTENANCE	USD	0.00
225	20454.90	RESEARCH IN MOTION PERIPHERALS	USD	0.00
226	92047.39	RESEARCH IN MOTION PERIPHERALS ANNUAL SUPPORT/MAINTENANCE	USD	0.00
227	20432.10	SCANDISK PERIPHERALS	USD	0.00
228	92047.30	SCANDISK ANNUAL SUPPORT/MAINTENANCE	USD	0.00
229	20490.02	SYMBOL PERIPHERALS	USD	0.00
230	92047.22	SYMBOL ANNUAL SUPPORT/MAINTENANCE	USD	0.00
231	20454.92	SONY PERIPHERALS	USD	0.00

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BUYER:

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PO DESCRIPTION: COMPUTER HARDWARE, SOFTWARE, PERIPHERALS, SUPPLIES AND RELATED EQUIPMENT

COMMODITY INFORMATION

Line	Item	Item Description	UOM	Unit Cost
232	92047.40	SONY ANNUAL SUPPORT/MAINTENANCE	USD	0.00
233	20460.01	TEK PERIPHERALS	USD	0.00
234	92047.23	TEK ANNUAL SUPPORT/MAINTENANCE	USD	0.00
235	20488.02	VISIONEER PERIPHERALS	USD	0.00
236	92047.24	VISIONEER ANNUAL SUPPORT/MAINTENANCE	USD	0.00
237	20435.01	WESTERN DIGITAL PERIPHERALS	USD	0.00
238	92047.25	WESTERN DIGITAL ANNUAL SUPPORT/MAINTENANCE	USD	0.00
239	20491.09	WINDOWS WINDOWS PERIPHERALS	USD	0.00
240	92047.43	WINDOWS WINDOWS ANNUAL SUPPORT/MAINTENANCE	USD	0.00
241	20532.99	UNLISTED/ALTERNATIVE MANUFACTURERS-PERIPHERALS	USD	0.00
242	20414.19	DIGITAL CAMERAS	USD	0.00
243	20854.07	DAY SOFTWARE, LTD.	USD	0.00
244	92045.92	DAY SOFTWARE, LTD SUPPORT/MAINTENANCE	USD	0.00
245	20885.80	VERDIUM, INC. SOFTWARE	USD	0.00
246	92045.94	VERDIUM, INC. SUPPORT/MAINTENANCE	USD	0.00
247	20865.01	ACTIVE NETWORK, INC. SOFTWARE	USD	0.00
248	92045.91	ACTIVE NETWORK, INC. SUPPORT/MAINTENANCE	USD	0.00
249	20854.06	SOFTWARE RESEARCH, INC. SOFTWARE	USD	0.00
250	92045.93	SOFTWARE RESEARCH, INC. SUPPORT/MAINTENANCE	USD	0.00
251	20890.05	NETMOTION, INC. SOFTWARE	USD	0.00
252	92045.92	NETMOTION, INC. SUPPORT/MAINTENANCE	USD	0.00
253	20880.24	ALFRESCO, INC. SOFTWARE	USD	0.00
254	92045.92	ALFRESCO, INC. SUPPORT/MAINTENANCE	USD	0.00
255	92045.78	ENGSOFT SOLUTIONS SUPPORT/MAINTENANCE	USD	0.00
256	20827.03	NOVO SOLUTIONS SOFTWARE	USD	0.00
257	92045.80	NOVO SOLUTIONS SUPPORT/MAINTENANCE	USD	0.00
258	20562.07	FILE MAKER SOFTWARE	USD	0.00
259	92045.96	FILE MAKER SUPPORT/MAINTENANCE	USD	0.00
260	20880.25	NEOTYS SOFTWARE	USD	0.00

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BUYER:

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NORTHBROOK, IL 60062

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PO DESCRIPTION: COMPUTER HARDWARE, SOFTWARE, PERIPHERALS, SUPPLIES AND RELATED EQUIPMENT

COMMODITY INFORMATION

Line	Item	Item Description	UOM	Unit Cost
261	92045.81	NEOTYS ANNUAL SUPPORT/MAINTENANCE	USD	0.00
262	20880.26	FUEL SMART SOFTWARE	USD	0.00
263	92045.82	FUEL SMART SOFTWARE MAINTENANCE/SUPPORT	USD	0.00
264	20488.05	FUEL SMART WLAN 802.11 1D LASER	USD	0.00
265	20468.87	FUEL SMRT PERIPHERALS, MISCELLANEOUS	USD	0.00
266	20482.49	FUEL SMART O'NEIL PRINT PAD	USD	0.00
267	20558.90	SOFTWARE APPLICATION PREPROGRAMMED SOFTWARE FOR MINICOMINICOMPUTER SYSTEM APPLICATIONS	USD	0.00
268	92045.98	SOFTWARE MAINTENANCE SUPPORT NET DIMENSIONS	USD	0.00

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DEPARTMENT OF PROCUREMENT SERVICES
CITY OF CHICAGO

DEC 15 2011

Mr. Zulfi Sayla, Vice President
System Solutions, Inc.
3630 Commercial Avenue
Northbrook, Illinois 60062

Subject: **Contract Modification for Computer Hardware,
Software, Peripherals, Supplies, and Related
Equipment (Secondary)
Specification No.: 40767
Contract No.: 13797
Modification No.: 62261**

Dear Mr. Sayla:

The City of Chicago elects to extend the subject contract for additional time. The following documents must be completed and returned to finalize the contract modification:

1. Contract Modification. The attached document must be fully completed and signed by an authorized officer of your firm.
2. Online Economic Disclosure Statement (EDS) which includes a Disclosure of Retained Parties. Please submit an electronically signed, one-page EDS Certificate of Filing which validates that the EDS has been filed. Additionally, the Municipal Code of Chicago requires the Disclosure of Familial Relationships with Elected City Officials and Department Heads. The web address to submit your EDS and Familial Relationship Disclosure is: <https://webapps.cityofchicago.org/EDSWeb>.
3. Submit a current insurance certificate as required by your contract. The certificate must show the policy coverages, policy numbers, expiration date, specification number, and list the City of Chicago as an additional insured/certificate holder.

Please review the documents carefully. The forms must be properly executed and returned no later than Friday, December 23, 2011 in order to expedite processing the contract modification for remaining signatures and award.

You may address any questions or concerns to William L. Dotson, Contract Administrator at (312) 744-4924.

Sincerely,


Jamie L. Rhee
Chief Procurement Officer

cc: JLR/wld

File (Specification No.: 40767)



**CITY OF CHICAGO
BLANKET PURCHASE ORDER
MODIFICATION**

Original (DPS)
Reprint

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BUYER:

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ORDERED FROM:

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3630 COMMERCIAL AVE. (EFT)
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PO DESCRIPTION: COMPUTER HARDWARE, SOFTWARE, PERIPHERALS, SUPPLIES AND RELATED EQUIPMENT (SECONDARY)

COMMODITY INFORMATION

Line	Item	Item Description	UOM	Unit Cost
1	20785.95	APC NETWORKING EQUIPMENT	USD	0.00
2	92047.03	APC NETWORKING EQUIPMENT ANNUAL SUPPORT/MAINTENANCE	USD	0.00
3	20464.89	APPLE NETWORKING EQUIPMENT	USD	0.00
4	92047.31	APPLE NETWORKING EQUIPMENT ANNUAL SUPPORT/MAINTENANCE	USD	0.00
5	20464.92	AXIS NETWORKING EQUIPMENT	USD	0.00
6	92037.07	AXIS NETWORKING EQUIPMENT ANNUAL SUPPORT/MAINTENANCE	USD	0.00
7	20540.01	CISCO NETWORKING EQUIPMENT (FULL LINE)	USD	0.00
8	92037.01	CISCO ANNUAL SUPPORT/MAINTENANCE	USD	0.00
9	20767.90	KINGSTON NETWORKING EQUIPMENT	USD	0.00
10	92047.42	KINGSTON ANNUAL SUPPORT/MAINTENANCE	USD	0.00
11	20464.93	MILAN NETWORKING EQUIPMENT	USD	0.00
12	92047.17	MILAN NETWORKING EQUIPMENT ANNUAL SUPPORT/MAINTENANCE	USD	0.00
13	20464.98	NOKIA SECURITY NETWORKING EQUIPMENT	USD	0.00
14	92037.02	NOKIA SECURITY NETWORKING EQUIPMENT ANNUAL SUPPORT/MAINTENANCE	USD	0.00
15	20540.03	NORTEL NETWORKING EQUIPMENT (FULL LINE)	USD	0.00
16	92037.03	NORTEL NETWORKING EQUIPMENT ANNUAL SUPPORT/MAINTENANCE	USD	0.00
17	20540.04	OMNITRON SYSTEMS NETWORKING EQUIPMENT	USD	0.00
18	92037.04	OMNITRON SYSTEMS NETWORKING EQUIPMENT ANNUAL SUPPORT/MAINTENANCE	USD	0.00
19	20837.02	PENLINK NETWORKING EQUIPMENT	USD	0.00
20	92045.40	PENLINK ANNUAL SUPPORT/MAINTENANCE	USD	0.00
21	20540.05	RARITAN NETWORKING EQUIPMENT	USD	0.00
22	92037.05	RARITAN NETWORKING EQUIPMENT ANNUAL SUPPORT/MAINTENANCE	USD	0.00
23	20464.91	SONY NETWORKING EQUIPMENT	USD	0.00
24	92047.40	SONY NETWORKING EQUIPMENT ANNUAL SUPPORT/MAINTENANCE	USD	0.00
25	20464	UNLISTED/ALTERNATE MANUFACTURERS-NETWORKING EQUIPMENT	USD	0.00
26	92037	UNLISTED/ALTERNATE MANUFACTURERS NETWORKING EQUIPMENT ANNUAL SUPPORT/MAINTENANCE	USD	0.00
27	20478.98	HP PLOTTER PENS	USD	0.00

Payment on this order will be made upon receipt of an original vendor invoice form referencing this order.
Mark all packages and papers with the purchase number.

Any deliveries containing overshipments will be reflected unless otherwise authorized in this purchase.

This purchase is subject to the City of Chicago General Conditions for Supplies, Work, or Professional Consulting Services; Special Conditions, Disclosure, Ownership, Acceptance Page, as applicable, which are attached hereto or incorporated herein by reference.

**CITY OF CHICAGO
BLANKET PURCHASE ORDER
MODIFICATION**

**Original (DPS)
Reprint**

Furnish the supplies and/or services described below in conformance with conditions set forth herein and in your offer.

DATE OF AWARD	DEPT#	PURCHASE ORDER	SPECIFICATION NUMBER	VENDOR NUMBER	SITE NAME	PO START DATE	PO END DATE	PAGE NUMBER
12/28/2011	06	13797	40767	1010918	A	1/1/2007	12/31/2012	2

BUYER:

18857 WILLIAM DOTSON 312-744-4924

ORDERED FROM:

SYSTEM SOLUTIONS, INC.
3630 COMMERCIAL AVE. (EFT)
NORTHBROOK, IL 60062

MODIFICATIONS

THIS IS NOT A NEW CONTRACT. THE QUANTITIES, UNIT COSTS AND EXTENDED TOTAL COSTS LISTED BELOW INCLUDE THE ORIGINAL AND ALL MODIFICATIONS TO THIS CONTRACT TO DATE. ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED AND IN EFFECT.

PO DESCRIPTION: COMPUTER HARDWARE, SOFTWARE, PERIPHERALS, SUPPLIES AND RELATED EQUIPMENT (SECONDARY)

COMMODITY INFORMATION

Line	Item	Item Description	UOM	Unit Cost
28	20785.95	APC SUPPLIES	USD	0.00
29	20767	UNLISTED/ALTERNATE MANUFACTURERS-SUPPLIES	USD	0.00
30	20742	BLANK MEDIA (TAPES, CD, DVD, DISKETTES, ETC.)	USD	0.00
31	84030	DIGITAL MEDIA SUPPLIES	USD	0.00
32	20410.05	CABINETS AND CASES (DESKTOP, TOWER, DRIVE, ETC.)	USD	0.00

Payment on this order will be made upon receipt of an original vendor invoice form referencing this order.

Mark all packages and papers with the purchase number.

Any deliveries containing overshipments will be reflected unless otherwise authorized in this purchase.

This purchase is subject to the City of Chicago General Conditions for Supplies, Work, or Professional Consulting Services; Special Conditions, Disclosure, Ownership, Acceptance Page, as applicable, which are attached hereto or incorporated herein by reference.

EXHIBIT 4

General Conditions

**GENERAL CONDITIONS
SUPPLY/SERVICE**

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SUPPLY/SERVICE**

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GC-01 SUBCONTRACTING OR ASSIGNMENT OF CONTRACT OR CONTRACT FUNDS

Once awarded, this Contract shall not be subcontracted or assigned, in whole or in part, without the advance written approval of the Chief Procurement Officer, which approval shall be granted or withheld at the sole discretion of the Chief Procurement Officer. 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 Chief Procurement Officer. 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 Chief Procurement Officer the any and all subcontractors it intends to use in the performance of the Contract. The Chief Procurement Officer shall have the right to disapprove any subcontractor. Identification of subcontractors to the Chief Procurement Officer shall be in addition to any communications with County offices other than the Chief Procurement Officer. 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 Chief Procurement Officer upon request.

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

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

GC-02 PERSONNEL

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

GC-03 INSURANCE REQUIREMENTS

- 1) The Contractor shall require all policies of insurance that are in any way related to the work and are secured and maintained by Contractor and all tiers of subcontractors to include clauses providing that each underwriter shall waive all of its rights of recovery, under subrogation or otherwise, against Cook County, Board of Commissioners and employees of the County.
- 2) The Contractor shall waive all rights of recovery against Cook County, Board of Commissioners, employees of the County and other Contractors and subcontractors which Contractor may have or acquired because of deductible clauses in or inadequacy of limits of any policies of insurance that are in any way related to the work and that are secured and maintained by Contractor.
- 3) The Contractor shall require all tiers of subcontractors to waive the rights of recovery against Cook County and all tiers of subcontractors.

Insurance Requirements of the Contractor

Prior to the effective date of this Contract, the Contractor, at its cost, shall secure and maintain at all times, unless specified otherwise, until completion of the term of this Contract the insurance specified below.

Nothing contained in these insurance requirements is to be construed as limiting the extent of the Contractor's responsibility for payment of damages resulting from its operations under this Contract. The insurance purchased and maintained by the Contractor shall be primary and not excess or pro rata to any other insurance issued to the County.

The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

The limits of liability shall be as stated below, unless, prior to the effective date of this Contract, written approval is granted by the Cook County Department of Risk Management for variance from those limits.

1. Coverages

(a) **Workers Compensation Insurance**

Workers' Compensation shall be in accordance with the laws of the State of Illinois or any other applicable jurisdiction.

The Workers Compensation policy shall also include the following provisions:

- 1) Employers' Liability coverage with a limit of
 \$500,000 each Accident
 \$500,000 each Employee
 \$500,000 Policy Limit for Disease
- 2) Broad form all states coverage

GC-03 INSURANCE REQUIREMENTS (CON'T.)

(b) Commercial General Liability Insurance

- 1) The Commercial General Liability shall be on an occurrence form basis to cover bodily injury and property damage including loss of use.

General Liability limits shall not be less than \$1,000,000 per occurrence and \$2,000,000 aggregate combined single limit for bodily injury and property damage. The General Liability policy shall include, without limitation the following coverages:

- (a) All premises and operations;
- (b) Broad Form Blanket Contractual Liability;
- (c) Products/Completed Operations;
- (d) Broad Form Property Damage Liability;
- (e) Cross Liability.

(c) Comprehensive Automobile Liability Insurance

Comprehensive Automobile Liability to cover all owned, non-owned and hired automobiles, trucks and trailers. The Comprehensive Automobile Liability limits shall not be less than the following:

- 1) Liability - All Autos: Bodily Injury & Property Damage - \$1,000,000 per Occurrence
- 2) Uninsured/Motorists: Per Illinois Requirements

(d) Umbrella/Excess Liability Insurance

In addition to the coverages and limits specified above, Contractor and Sub-Contractors of any tier shall secure and maintain a limit of liability no less than:

- 1) \$2,000,000 each occurrence for all liability
- 2) \$2,000,000 in the aggregate per policy year separately with respect to products and completed operations

2. Additional requirements

(a) Additional Insured

Cook County, its officials, employees and agents shall be named as additional insureds under the Commercial General Liability policy.

(b) Qualification of Insurers

All insurance companies providing coverage shall be licensed or approved by the Department of Insurance, State of Illinois, and shall have a financial rating no lower than (A-) VII as listed in A.M. Best's Key Rating Guide, current edition or interim report. Companies with ratings lower than (A-) VII will be acceptable only upon written consent of the Cook County Department of Risk Management.

GC-03 INSURANCE REQUIREMENTS (CON'T.)

(c) **Insurance Notices**

All policies of insurance which may be required under terms of this Contract shall be endorsed to provide that the insurance company shall notify the Cook County Office of the Chief Procurement Officer, 118 North Clark Street, Room 1018, Chicago, Illinois 60602 at least 30 days prior to the effective date of any cancellation or modification of such policies. Prior to the date on which Contractor commences performance of its part of the work, Contractor shall furnish to the County certificates of insurance maintained by Contractor.

In no event shall any failure of the County to receive Certificates of Insurance required hereof or to demand receipt of such Certificates of Insurance be construed as a waiver of Contractor's obligations to obtain insurance pursuant to these insurance requirements.

GC-04 INSPECTION AND RESPONSIBILITY

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

GC-05 INDEMNIFICATION

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

GC-06 PAYMENT

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

GC-07 PREPAID FEES

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

GC-08 TAXES

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

GC-09 PRICE REDUCTION

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

GC-10 CONTRACTOR CREDITS

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

GC-11 DISPUTES

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

GC-12 DEFAULT

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

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

A material breach of the contract by the Contractor includes but is not limited to the following:

1. Failure to begin performance under this Contract within the specified time;
2. Failure to perform under this Contract with sufficient personnel, equipment, or materials to ensure completion of said performance within the specified time or failure to assign qualified personnel to ensure completion within the specified time;
3. Performance of this contract in an unsatisfactory manner;
4. Refusal to perform services deemed to be defective or unsuitable;
5. Discontinuance of performance of Contractor's obligations under the Contract or the impairment or the reasonable progress of performance;
6. Becoming insolvent, being declared bankrupt or committing any act of bankruptcy or insolvency;
7. Any assignment of this contract for the benefit of creditors;
8. Any cause whatsoever which impairs performance in an acceptable manner; or
9. Any other material breach of any term or condition of this Contract.

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

GC-13 COUNTY'S REMEDIES

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

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

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

GC-14 CONTRACTOR'S REMEDIES

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

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

GC-15 DELAYS

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

GC-16 MODIFICATIONS AND AMENDMENTS

The parties may 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.

In the case of Contracts not approved by the Board, the Chief Procurement Officer may amend a contract provided that any such amendment does not extend the Contract by more than one (1) year, and further provided that the total cost of all such amendments does not increase the total amount of the Contract beyond \$150,000. Such action may only be made with the advance written approval of the Chief Procurement Officer. If the amendment extends the Contract beyond one (1) year or increases the total award amount beyond \$150,000, then Board approval will be required.

In the case of Contracts approved by the Board, the total cost of all such amendments shall not increase the Contract by more than 10% of the original contract award and the term may only be extended for up to one (1) year. Such action may only be made with the advance written approval of the Chief Procurement Officer.

In the case of Contracts approved by the Board, modifications and amendments which individually or cumulatively result in additional costs of greater than 10% of the original awarded amount or which extend the term of the Contract by more than one (1) year shall be deemed as authorized with the advance approval of the Cook County Board of Commissioners.

No County department or employee thereof has authority to make any modifications or amendments to this Contract. Any modifications or amendments to this Contract made without the express written approval of the Chief Procurement Officer is void and unenforceable.

GC-17 PATENTS, COPYRIGHTS AND LICENSES

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

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

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

GC-18 COMPLIANCE WITH THE LAWS

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

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

GC-19 MINORITY AND WOMEN BUSINESS ENTERPRISES
COOK COUNTY ORDINANCE CHAPTER 10-43.7 PROFESSIONAL AND
CONSULTING SERVICE AND SOLE SOURCE

I. POLICY AND GOALS

- A. It is the policy of the County of Cook to prevent discrimination in the award of or participation in the County contracts and to eliminate arbitrary barriers for participation, as both prime and subcontractors, in such contracts by local businesses certified as Minority Business Enterprises (MBE) and Women- Owned Business Enterprises (WBE). In furtherance of this policy, the Cook County Board of Commissioners has adopted a Minority-and-Women-Owned Business Enterprise Ordinance (the "Ordinance") which establishes a "best efforts" goal of awarding not less than thirty-five percent (35%) of the annual total dollar amount of professional, consulting service and sole source contracts and agreements to certified MBEs and WBEs.
- B. A Proposer may achieve the MBE/WBE participation goals by its status as a MBE or WBE; by entering into a joint venture with one or more MBEs and/or WBEs; by subcontracting a portion of the work to one or more MBEs or WBEs; by entering into a Mentor-Protégé Agreement with a MBE or WBE; by the indirect participation of MBEs or WBEs in other aspects of the Proposer's business; or by a combination of the foregoing.

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

- C. A Waiver Request must be submitted with the Proposal, documenting the inability of the Proposer to meet the goals, and providing written evidence of "Good Faith Efforts," to obtain goals.
- D. A Proposer's failure to carry out its MBE/WBE commitments in the course of performance on a contract shall constitute a material breach of the contract, and if such breach is not appropriately cured, may result in the termination of the contract or such other remedies authorized by the Ordinance as the County deems appropriate.

II. **REQUIRED SUBMITTALS**

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

A. **MBE/WBE Participation Documentation**

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

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

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

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

B. Use of MBE/WBE Professionals

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

C. Affirmative Action Plan

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

III. NON-COMPLIANCE

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

IV. REPORTING/RECORD KEEPING REQUIREMENTS

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

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

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

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

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

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

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

V. **EQUAL EMPLOYMENT OPPORTUNITY**

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

Any questions regarding this document should be directed to:

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

GC-20 **MATERIAL DATA SAFETY SHEET**

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

GC-21 **CONDUCT OF THE CONTRACTOR**

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

GC-22 ACCIDENT REPORTS

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

GC-23 USE OF COUNTY PREMISES AND RESOURCES

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

GC-24 TERMINATION FOR CONVENIENCE AND SUSPENSION OF CONTRACT

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

GC-25 GENERAL NOTICE

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

TO THE COUNTY:

COOK COUNTY CHIEF PROCUREMENT OFFICER
118 North Clark Street. Room 1018
Chicago, Illinois 60602
Include County Contract Number in all notices)

TO THE CONTRACTOR:

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

GC-26 GUARANTEES AND WARRANTIES

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

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

GC-27 STANDARD OF DELIVERABLES

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

GC-28 DELIVERY

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

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

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

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

GC-29 QUANTITIES

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

GC-30 CONTRACT INTERPRETATION

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

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

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

GC-31 CONFIDENTIALITY AND OWNERSHIP OF DOCUMENTS

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

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

GC-32 GOVERNING LAW

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

GC-33 AUDIT; EXAMINATION OF RECORDS

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

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

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

To the extent this Contract pertains to Deliverables which may be reimbursable under the Medicaid or Medicare Programs, Contractor shall retain and make available upon request, for a period of four (4) years after furnishing services pursuant to this Agreement, the contract, books, documents and records which are necessary to certify the nature and extent of the costs of such services if requested by the Secretary of Health and Human Services or the Comptroller General of the United States or any of their duly authorized representatives. If Contractor carries out any of its duties under the Agreement through a subcontract with a related organization involving a value of cost of \$10,000.00 or more over a 12 month period, Contractor will cause such subcontract to contain a clause to the effect that, until the expiration of four years after the furnishing of any service pursuant to said subcontract, the related organization will make available upon request of the Secretary of Health and Human Services or the Comptroller General of the United States or any of their duly authorized representatives, copies of said subcontract and any books, documents, records and other data of said related organization that are necessary to certify the nature and extent of such costs. This paragraph relating to the retention and production of documents is included because of possible application of Section 1861(v)(1)(I) of the Social Security Act to this Agreement; if this Section should be found to be inapplicable, then this paragraph shall be deemed inoperative and without force and effect.

GC-34 WAIVER

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

GC-35 ENTIRE CONTRACT

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

GC-36 FORCE MAJEURE OR UNAVOIDABLE DELAYS

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

GC-37 INDEPENDENT CONTRACTOR STATUS; NO THIRD PARTY BENEFICIARIES

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

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

GC-38 GOVERNMENTAL JOINT PURCHASING AGREEMENT

Pursuant to Section 4 of the Illinois Governmental Joint Purchasing Act (30 ILCS 525) and the Joint Purchase Agreement approved by the Cook County Board of Commissioners (April 9, 1965), other units of government may purchase goods or services under this contract.

GC-39 COOPERATIVE PURCHASING

As permitted by the County of Cook, other government entities may wish to also participate under the same terms and conditions contained in this contract (piggyback). Each entity wishing to piggyback must have prior authorization from the County of Cook and vendor. If such participation is authorized, all purchase orders will be issued directly from and shipped directly to the entity requiring supplies/services. The County shall not be held responsible for any orders placed, deliveries made or payment for supplies/services ordered by these entities. Each entity reserves the right to determine their participation in this contract.

GC-40 COOPERATION WITH INSPECTOR GENERAL

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

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

END OF SECTION

EXHIBIT 5

Special Conditions for Federal and Grant Funded Projects

SPECIAL CONDITIONS FOR FEDERAL AND GRANT FUNDED PROJECTS

1.1 Interest of Members of or Delegates to the United States Congress

In accordance with 41 U.S.C. § 22, the Contractor agrees that it will not admit any member of or delegate to the United States Congress to any share or part of the Contract or any benefit derived therefrom.

1.2 False or Fraudulent Statements and Claims

(1) The Contractor recognizes that the requirements of the Program Fraud Civil Remedies Act of 1986, as amended, 49 U.S.C. §§ 3081 et seq and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to the Contract. Accordingly, by signing the Contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, or it may make pertaining to the Contract, including without limitation any invoice for its services. In addition to other penalties that may be applicable, the Contractor also acknowledges that if it makes a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986, as amended, on the Contractor to the extent the Federal Government deems appropriate.

(2) The Contractor also acknowledges that if it makes a false, fictitious, or fraudulent claim, statement, submission, or certification to the County or Federal Government in connection with an urbanized area formula project financed with Federal assistance authorized by 49 U.S.C. § 5307, the Government reserves the right to impose on the Contractor the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1), to the extent the Federal Government deems appropriate.

1.3 Federal Interest in Patents

(1) General. If any invention, improvement, or discovery of the Contractor is conceived or first actually reduced to practice in the course of or under the Contract, and that invention, improvement, or discovery is patentable under the laws of the United States of America or any foreign country, the Contractor agrees to notify County immediately and provide a detailed report.

(2) Federal Rights. Unless the Federal Government later makes a contrary determination in writing, the rights and responsibilities of the County, Contractor, and the Federal Government pertaining to that invention, improvement, or discovery will be determined in accordance with applicable Federal laws and regulations, including any waiver thereof.

Unless the Federal Government later makes a contrary determination in writing, the Contractor agrees that, irrespective of its status or the status of any subcontractor at any tier (e.g., a large business, small business, non-profit organization, institution of higher education, individual), the Contractor agrees it will transmit to the Federal Government those rights due the Federal Government in any invention resulting from the contract.

1.4 Federal Interest in Data and Copyrights

(1) Definition. The term "subject data" used in this section means recorded information, whether or not copyrighted, that is delivered or specified to be delivered under the Contract. Examples include, but are not limited, to: computer software, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information. The term "subject data" does not include financial reports, cost analyses, and similar information incidental to Contract administration.

(2) Federal Restrictions. The following restrictions apply to all subject data first produced in the performance of the Contract. Except as provided in the Contract and except for its own internal use, the Contractor may not publish or publicly reproduce subject data in whole or in part, or in any manner or form, nor may the Contractor authorize others to do so, without the written consent of the County and the Federal Government, until such time as the Federal Government may have either released or approved the release of such data to the public.

(3) Federal Rights in Data and Copyrights. In accordance with subparts 34 and 36 of the Common Rule, the County and the Federal Government reserve a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for County or Federal Government purposes, the types of subject data described below. Without the copyright owner's consent, the County and Federal Government may not extend their license to other parties.

(a) Any subject data developed under the contract or subagreement financed by a federal Grant Agreement or Cooperative Agreement, whether or not a copyright has been obtained; and

(b) Any rights of copyright which the Contractor purchases ownership with Federal assistance.

(4) Special Federal Rights for Planning Research and Development Projects. When the Federal Government provides financial assistance for a planning, research, development, or demonstration project, its general intention is to increase public knowledge, rather than

limit the benefits of the project to participants in the project. Therefore, unless the Federal Government determines otherwise, the Contractor on a planning, research, development, or demonstration project agrees that, in addition to the rights in data and copyrights set forth above, the County or Federal Government may make available to any third party either a license in the copyright to the subject data or a copy of the subject data. If the project is not completed for any reason whatsoever, all data developed under the project will become subject data and will be delivered as the County or Federal Government may direct. This subsection, however, does not apply to adaptations of automatic data processing equipment or previously existing software programs for the County's use whose costs are financed with Federal transportation funds for capital projects.

(5) Hold Harmless. Unless prohibited by state law, upon request by the County or the Federal Government, the Contractor agrees to indemnify, save, and hold harmless the County and the Federal Government and their officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the Contractor of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under the Contract. The Contractor will not be required to indemnify the County or Federal Government for any such liability arising out of the wrongful acts of employees or agents of the County or Federal Government.

(6) Restrictions on Access to Patent Rights. Nothing contained in this section on rights in data will imply a license to the County or Federal Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the County or Federal Government under any patent.

(7) Application on Materials Incorporated into Project. The requirements of Subsections 2, 3, and 4 of this Section do not apply to material furnished by the County and incorporated into the work.

1.5 Records and Audits

Contractor will deliver or cause to be delivered all documents (including but not limited to all Deliverables and supporting data, records, graphs, charts and notes) prepared by or for the County under the terms of this Agreement to the County promptly in accordance with the time limits prescribed in this Contract, and if no time limit is specified, then upon reasonable demand therefor or upon termination or completion of the Services hereunder. In the event of the failure by the Contractor to make such delivery, then and in that event, the Contractor will pay to County reasonable damages the County may sustain by reason thereof.

The County and the Federal Government will have the right to audit all payments made to the Contractor under this Agreement. Any payments to the Contractor which exceed the amount to which the Contractor is entitled under the terms of this Agreement will be subject to set-off.

The Contractor will keep and retain records relating to this Agreement and will make such records available to representatives of the County and the Federal Government, including without limitation the sponsoring federal agency, other participating agencies, and the Comptroller General of the United States, at reasonable times during the performance of this Agreement and for at least five years after termination of this Agreement for purposes of audit, inspection, copying, transcribing and abstracting.

No provision in this Agreement granting the County or the Federal Government a right of access to records is intended to impair, limit or affect any right of access to such records which the County or the Federal Government would have had in the absence of such provisions.

1.6 Environmental Requirements

The Contractor recognizes that many Federal and state laws imposing environmental and resource conservation requirements may apply to the Contract. Some, but not all, of the major Federal Laws that may affect the Contract include: the National Environmental Policy Act of 1969, as amended, 42 U.S.C. §§ 4321 et seq.; the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. and scattered sections of 29 U.S.C.; the Clean Water Act, as amended, scattered sections of 33 U.S.C. and 12 U.S.C.; the Resource Conservation and Recovery Act, as amended, 42 U.S.C. §§ 6901 et seq.; and the Comprehensive Environmental Response, Compensation, and Liability Act, as amended, 42 U.S.C. §§ 9601 et seq. The Contractor also recognizes that U.S. EPA, U.S. DOT and other agencies of the Federal Government have issued and are expected in the future to issue regulations, guidelines, standards, orders, directives, or other requirements that may affect the Contract. Thus, the Contractor agrees to adhere to, and impose on its subcontractors, any such Federal requirements as the Federal Government may now or in the future promulgate. Listed below are requirements of particular concern. The Contractor acknowledges that this list does not constitute the Contractor's entire obligation to meet all Federal environmental and resource conservation requirements. The Contractor will include these provisions in all subcontracts.

(1) Environmental Protection. The Contractor agrees to comply with the applicable requirements of the National Environmental Policy Act of 1969, as amended, 42 U.S.C. §§ 4321 et seq. in accordance with Executive Order No. 12898, “Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations,” 59 Fed. Reg. 7629, Feb. 16, 1994; U.S. DOT statutory requirements on environmental matters at 49 U.S.C. § 5324(b); Council on Environmental Quality regulations on compliance with the National Environmental Policy Act of 1969, as amended, 40 C.F.R. Part 1500 et seq.; and U.S. DOT regulations, “Environmental Impact and Related Procedures,” 23 C.F.R. Part 771 and 49 C.F.R. Part 622.

(2) Air Quality. The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. Specifically, the Contractor agrees to comply with applicable requirements of U.S. EPA regulations, “Conformity to State of Federal Implementation Plans of Transportation Plans, Programs, and Projects Developed, Funded or Approved Under Title 23 U.S.C. or the Federal Transit Act,” 40 C.F.R. Part 51, Subpart T; and “Determining Conformity of Federal Actions to State or Federal Implementation Plans,” 40 C.F.R. Part 93. The Contractor further agrees to report and require each subcontractor at any tier to report any violation of these requirements resulting from any Contract implementation activity to the County and the appropriate U.S. EPA Regional Office.

(3) Clean Water. The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. §§ 1251 et seq. The Contractor further agrees to report and require each subcontractor at any tier to report any violation of these requirements resulting from any Contract implementation activity to the County and the appropriate U.S. EPA Regional Office.

(4) List of Violating Facilities. The Contractor agrees that any facility to be used in the performance of the Contract or to benefit from the Contract will not be listed on the U.S. EPA List of Violating Facilities (“List”), and the Contractor will promptly notify the County if the Contractor receives any communication from the U.S. EPA that such a facility is under consideration for inclusion on the List.

(5) Preference for Recycled Products. To the extent practicable and economically feasible and to the extent that it does not reduce or impair the quality of the work, the Contractor agrees to use recycled products in performance of the Contract pursuant to U.S. Environment Protection Agency (U.S. EPA) guidelines at 40 C.F.R. Parts 247-253, which implement section 6002 of the Resource Conservation and Recovery Act, as amended, 42 U.S.C. § 6962.

1.7 No Exclusionary or Discriminatory Specifications

Apart from inconsistent requirements imposed by Federal statute or regulations, the Contractor agrees that it will comply with the requirements of 49 U.S.C. § 5323(h)(2) by refraining from using any Federal assistance to support subcontracts procured using exclusionary or discriminatory specifications.

1.8 Cargo Preference-Use of United States Flag Vessels

The Contractor agrees to comply with U.S. Maritime Administration regulations, "Cargo-Preference -- U.S. Flag Vessels," 49 C.F.R. Part 381, and to include the clauses required by those regulations, modified as necessary to identify the affected parties, in each subcontract or subagreement involving equipment, materials, or commodities suitable for transport by ocean vessel.

1.9 Fly America

Section 14.c of the Master Agreement states that if the contract or subcontracts may involve the international transportation of goods, equipment, or personnel by air, the contract must require Contractors and subcontractors at every tier to use U.S.-flag air carriers, to the extent service by these carriers is available. 49 U.S.C. 40118 and 4 C.F.R. Part 52.

1.10 No Federal Government Obligations to Third Parties

The Contractor agrees that, absent the Federal Government's express written consent, the Federal Government will not be subject to any obligations or liabilities to any contractor or any other person not a party to the Grant Agreement or Cooperative Agreement between the County and the Federal Government which is a source of funds for this Contract. Notwithstanding any concurrence provided by the Federal Government in or approval of any solicitation, agreement, or contract, the Federal Government continues to have no obligations or liabilities to any party, including the Contractor.

1.11 Allowable Costs

Notwithstanding any compensation provision to the contrary, the Contractor's compensation under this Contract will be limited to those amounts which are allowable and allocable to the Contract in accordance with OMB Circular A-87 and the regulations in 49 C.F.R. Part 18. To the extent that an audit reveals that the Contractor has received payment in excess of such amounts, the County may offset such excess payments against any future payments due to the Contractor and, if no future payments are due or if future payments are

less than such excess, the Contractor will promptly refund the amount of the excess payments to the County.

1.12 Trade Restrictions

Contractor certifies that neither it nor any Subcontractor:

- (1) is owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms published by the Office of the United States Trade Representative (USTR);
- (2) has knowingly entered into any contract or subcontract with a person that is a citizen or national of a foreign country on said list, nor is owned or controlled directly or indirectly by one or more citizens or nationals of a foreign country on said list;
- (3) will procure, subcontract for, or recommend any product that is produced in a foreign country on said list.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no Notice-to- Proceed will be issued to an entity who is unable to certify to the above. If Contractor knowingly procures or subcontracts for the supply of any product or service of a foreign country on said list for use on the project, the USDOT may direct, through the County, cancellation of the Contract at no cost to the Government.

Further, Contractor agrees that it will incorporate this provision for certification without modification in each subcontract. Contractor may rely on the certification of a prospective Subcontractor unless it has knowledge that the certification is erroneous. Contractor will provide immediate written notice to the County if it learns that its certification or that of a Subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. Each Subcontractor must agree to provide written notice to Contractor if at any time it learns that its certification was erroneous by reason of changed circumstances. Nothing contained in the foregoing will be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of the Contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

1.13 Termination for Convenience

In addition to any other rights of termination or other remedies available to the County under the Contract, at law, or in equity, the County may, by written notice, terminate this Contract in whole or in part at any time, for the convenience of the County or the Federal Government. Upon Contractor's receipt of such notice, Contractor will immediately cease to perform Services (unless otherwise directed in the notice) and deliver to the County all materials, equipment, and supplies as may have been accumulated in the performance of this Contract, whether completed or in process. The Contractor will be paid an equitable portion of the Contract price for Services performed prior to the effective date of termination, but no amount will be allowed for anticipated profit on unperformed Services. If this Contract has been terminated for Contractor's default and it is determined that the Contractor did not default, the termination will be deemed to have been effected hereunder.

1.14 Contract Work Hours and Safety Standards Act

If applicable according to their terms, the Contractor agrees to comply and assures compliance with sections 102 and 107 of the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. §§ 327 through 333, and implementing U.S. DOL regulations, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act)," 29 C.F.R. Part 5; and U.S. DOL regulations, "Safety and Health Regulations for Construction," 29 C.F.R. Part 1926. In addition to other requirements that may apply:

(1) In accordance with section of the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. §§ 327 through 332, the Contractor agrees and assures that, for the Contract, the wages of every mechanic and laborer will be computed on the basis of a standard work week of 40 hours, and that each worker will be compensated for work exceeding the standard work week at a rate of not less than 1.5 times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The Contractor agrees that determinations pertaining to these requirements will be made in accordance with applicable U.S. DOL regulations, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act)," 29 C.F.R. Part 5.

(2) In accordance with section 107 of the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. § 333, the contractor agrees and assures that no laborer or mechanic working on a construction contract will be required to work in surroundings or under working conditions that are unsanitary, hazardous, or dangerous to his or her health

and safety, as determined in accordance with U.S. DOL regulations, "Safety and Health Regulations for Construction," 29 C.F.R. Part 1926.

1.15 Veteran's Preference

In the employment of labor (except in executive, administrative, and supervisory positions), preference will be given to Vietnam-era veterans and disabled veterans. However, this preference may be given only where individuals are available and qualified to perform the work to which employment relates.

1.16 Copyright Ownership

Consultant and the County intend that, to the extent permitted by law, the Deliverables to be produced by Consultant at the County's instance and expense pursuant to this Agreement are conclusively deemed "**works made for hire**" within the meaning and purview of Section 101 of the United States Copyright Act, 17 U.S.C. §101 *et seq.* (the "Copyright Act"), and that the County will be the copyright owner of the Deliverables and of all aspects, elements and components of them in which copyright can subsist.

To the extent that any Deliverable does not qualify as a "work made for hire," Consultant irrevocably grants, conveys, bargains, sells, assigns, transfers and delivers to the County, its successors and assigns, all right, title and interest in and to the copyrights and all U.S. and foreign copyright registrations, copyright applications and copyright renewals for them, and other intangible, intellectual property embodied in or pertaining to the Deliverables prepared for the County under this Agreement, free and clear of any liens, claims or other encumbrances, to the fullest extent permitted by law. Consultant will execute all documents and perform all acts that the County may reasonably request in order to assist the County in perfecting its rights in and to the copyrights relating to the Deliverables, at the sole expense of the County. Consultant warrants to County, its successors and assigns, that on the date of transfer Consultant is the lawful owner of good and marketable title in and to the copyrights for the Deliverables and has the legal rights to fully assign them. Consultant further warrants that it has not assigned any copyrights nor granted any licenses, exclusive or nonexclusive, to any other party, and that it is not a party to any other agreements or subject to any other restrictions with respect to the Deliverables. Consultant warrants and represents that the Deliverables are complete, entire and comprehensive, and that the Deliverables constitute a work of original authorship.

1.17 Accessibility Compliance

If this Agreement involves design for construction, the Consultant warrants that all design documents produced or utilized under this Agreement and all construction or alterations

undertaken under this Agreement will comply with all federal, state and local laws and regulations regarding accessibility standards for persons with disabilities or environmentally limited persons including, but not limited to, the following: the Americans with Disabilities Act of 1990, 42 U.S.C. § 12101 *et seq.* and the Americans with Disabilities Act Accessibility Guidelines for Buildings and Facilities ("ADAAG"); the Architectural Barriers Act, Pub. L. 90-480 (1968), and the Uniform Federal Accessibility Standards ("UFAS"); and the Illinois Environmental Barriers Act, 410 ILCS 25/1 *et seq.*, and all regulations promulgated thereunder, *see* Illinois Administrative Code, Title 71, Chapter 1, Section 400.110. If the above standards are inconsistent, the Consultant must comply with the standard providing the greatest accessibility. Also, the Consultant must, prior to construction, review the plans and specifications to insure compliance with the above referenced standards. If the Consultant fails to comply with the foregoing standards, the Consultant must perform again, at no expense, all services required to be re-performed as a direct or indirect result of such failure.

1.18 Visual Rights Act Waiver

The Consultant/Contractor waives any and all rights that may be granted or conferred under Section 106A and Section 113 of the United States Copyright Act, (17 U.S.C. § 101 *et seq.*) (the "*Copyright Act*") in any work of visual art that may be provided pursuant to this Agreement. Also, the Consultant/Contractor represents and warrants that the Consultant/Contractor has obtained a waiver of Section 106A and Section 113 of the Copyright Act as necessary from any employees and subcontractors, if any.

1.19. Equal Employment Opportunity

All contracts shall contain a provision requiring compliance with E.O. 11246, "Equal Employment Opportunity," as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

1.20. Copeland "Anti-Kickback" Act (18 U.S.C. 874 and 40 U.S.C. 276c)

All contracts and subgrants in excess of \$2000 for construction or repair awarded by recipients and subrecipients shall include a provision for compliance with the Copeland "Anti-Kickback" Act (18 U.S.C. 874), as supplemented by Department of Labor regulations (29 CFR part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The recipient shall report all suspected or reported violations to the Federal awarding agency.

1.21. Davis-Bacon Act, as amended (40 U.S.C. 276a to a-7)

When required by Federal program legislation, all construction contracts awarded by the recipients and subrecipients of more than \$2000 shall include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 276a to a-7) and as supplemented by Department of Labor regulations (29 CFR part 5, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction"). Under this Act, contractors shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages not less than once a week. The recipient shall place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation and the award of a contract shall be conditioned upon the acceptance of the wage determination. The recipient shall report all suspected or reported violations to the Federal awarding agency.

1.22. Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333)

Where applicable, all contracts awarded by recipients in excess of \$2000 for construction contracts and in excess of \$2500 for other contracts that involve the employment of mechanics or laborers shall include a provision for compliance with Sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), as supplemented by Department of Labor regulations (29 CFR part 5). Under Section 102 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than 1 ½ times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

1.23. Rights to Inventions Made Under a Contract or Agreement

Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

1.24. Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), as amended

Contracts and subgrants of amounts in excess of \$100,000 shall contain a provision that requires the recipient to agree to comply with all applicable standards, orders or regulations

issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.). Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

1.25. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

1.26. Debarment and Suspension (E.O.s 12549 and 12689)

No contract shall be made to parties listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Non procurement Programs in accordance with E.O.s 12549 and 12689, "Debarment and Suspension." This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory or regulatory authority other than E.O. 12549. Contractors with awards that exceed the small purchase threshold shall provide the required certification regarding its exclusion status and that of its principal employees.

CONTRACT NO. 12-30-391

EXHIBIT 6

Evidence of Insurance



CERTIFICATE OF LIABILITY INSURANCE

OP ID: CR

DATE (MM/DD/YYYY)

09/17/12

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Lamb, Little & Co. 1101 Perimeter Drive Suite 500 Schaumburg, IL 60173 Reed Oliff	847-398-7060	CONTACT NAME:	
	847-398-7077	PHONE (A/C, No, Ext):	FAX (A/C, No):
		E-MAIL ADDRESS:	
		PRODUCER CUSTOMER ID #:	SYSTE-5
		INSURER(S) AFFORDING COVERAGE	NAIC #
INSURED System Solutions. Inc. 3630 Commercial Avenue Northbrook, IL 60062	INSURER A : The Hartford Group		19682
	INSURER B :		
	INSURER C :		
	INSURER D :		
	INSURER E :		
	INSURER F :		

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT 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. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> GENERAL LIABILITY	X	83UUNKV7269	06/01/12	06/01/13	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					MED EXP (Any one person) \$ 10,000
	<input checked="" type="checkbox"/> Blkt Addl Insured					PERSONAL & ADV INJURY \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:					GENERAL AGGREGATE \$ 2,000,000
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC					PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY		83UUNKV7269	06/01/12	06/01/13	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO					BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS					BODILY INJURY (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS					PROPERTY DAMAGE (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS					\$
	<input checked="" type="checkbox"/> NON-OWNED AUTOS					\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR		83RHUKV8024	06/01/12	06/01/13	EACH OCCURRENCE \$ 4,000,000
	<input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE					AGGREGATE \$ 4,000,000
	DEDUCTIBLE					\$
	<input checked="" type="checkbox"/> RETENTION \$ 10,000					\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		83WEJ18162	06/01/12	06/01/13	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y/N				E.L. EACH ACCIDENT \$ 500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below	N/A				E.L. DISEASE - EA EMPLOYEE \$ 500,000
						E.L. DISEASE - POLICY LIMIT \$ 500,000
A	Professional Liability		00TE0263912	06/01/12	06/01/13	LiabLimit 2,000,000 retention 25,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Cook County Government is named as additional insured with respects to the General Liability policy if evidenced by a written contract.

CERTIFICATE HOLDER**CANCELLATION**

COOK001

Cook County Government
Office to the Chief
Procurement Officer
118 N. Clark St, Soom 1018
Chicago, IL 60602

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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EXHIBIT 7

Cook County Board Authorization

POST BOARD AGENDA

APPROVED BY THE BOARD OF COOK COUNTY COMMISSIONERS OCT 02 2012
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BUREAU OF TECHNOLOGY
DEPARTMENT OF OFFICE TECHNOLOGY

PROPOSED CONTRACT

Transmitting a Communication, dated September 12, 2012 from

LYDIA MURRAY, Chief Information Officer, Bureau of Technology
and
MARIA DE LOURDES COSS, Chief Procurement Officer

requesting authorization for the Chief Procurement Officer to enter into and execute a contract with System Solutions, Inc. (SSI), Northbrook, Illinois, for the purpose of acquiring high speed network equipment, network hardware installation, and maintenance for: 1) Cook County's Wide Area Network (WAN) Refresh Project; and 2) Cook County's Broadband Network Project. The procurement vehicle for both portions of this request will be an existing City of Chicago contract with System Solutions, Inc., (Contract/PO #13797), which was executed through a request for proposal (RFP) that includes the same equipment and hardware needed for Cook County's projects.

- Reason:
1. Wide Area Network Refresh Project: Cook County's WAN is a complex network of ten major nodes that connect the County's major anchor locations across the County. Major components of the WAN have reached or surpassed an industry standard based "end of useful life." Although the equipment continues to provide the required connectivity, there is a need to replace and, in some instances, upgrade the WAN's components to the most current technology. The Bureau of Technology's efforts to develop the WAN Refresh Project included consultations with internal and external networking professionals; research on the County's current and future WAN needs; and a review of state-of-the-art technologies associated with network upgrades of the scale and scope in question. If approved, this contract will allow the Bureau of Technology to purchase the necessary network equipment for the WAN Refresh Project from SSI in the amount of \$5,954,478.00, as well as utilize the company's professionals for its installation and support.
 2. Broadband Network Project: Cook County is collaborating with the City of Chicago, Chicago Transit Authority, State of Illinois-Illinois Century Network, and the South Suburban Mayors and Managers Association to create the Cook County Broadband Technologies Partnership Fiber Network that includes major County, City, and State anchor institutions. If approved, this contract will enable the Bureau of Technology to purchase the network equipment that is needed for the Broadband Network in the amount of \$1,277,043.00; equipment that will be

compatible with Cook County's existing Wide Area Network and supported by Cook County staff skilled in this technology.

Estimated Fiscal Impact: \$7,231,521.00 [\$5,954,478.00 - (715/016-570 Account); and \$1,277,043.00 - (715/009-570 Account)]. Contract period: November 1, 2012 through October 31, 2014.

No lobbying contact was made for this item.

**ECONOMIC DISCLOSURE STATEMENT
AND EXECUTION DOCUMENT
INDEX**

Section	Description	Pages
Instructions	Instructions for Completion of EDS	EDS i - ii
1	MBE/WBE Utilization Plan	EDS 1
2	Letter of Intent	EDS 2
3	Petition for Reduction/Waiver of MBE/WBE Participation Goals	EDS 3
4	Certifications	EDS 4, 5
5	Economic and Other Disclosures, Affidavit of Child Support Obligations and Disclosure of Ownership Interest	EDS 6 – 12
6	Sole Proprietor Signature Page	EDS 13a/b/c
7	Partnership Signature Page	EDS 14/a/b/c
8	Corporation Signature Page	EDS 15a/b/c
9	Cook County Signature Page	EDS 16

**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 Chief Procurement Officer. 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.

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

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

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

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

MBE/WBE UTILIZATION PLAN (SECTION 1)

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

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

- Bidder/Proposer is a certified MBE or WBE firm. (If so, attach copy of appropriate Letter of Certification)
- Bidder/Proposer is a Joint Venture and one or more Joint Venture partners are certified MBEs or WBEs. (If so, attach copies of Letter(s) of Certification, a copy of Joint Venture Agreement clearly describing the role of the MBE/WBE firm(s) and its ownership interest in the Joint Venture and a completed Joint Venture Affidavit – available from the Office of Contract Compliance)
- Bidder/Proposer is not a certified MBE or WBE firm, nor a Joint Venture with MBE/WBE partners, but will utilize MBE and WBE firms either directly or indirectly in the performance of the Contract. (If so, complete Sections II and III).

II. **Direct Participation of MBE/WBE Firms** **Indirect Participation of MBE/WBE Firms**

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. 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 that 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.

***Additionally, 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 the Bid Opening date.**



DEPARTMENT OF PROCUREMENT SERVICES
CITY OF CHICAGO

Naushad S Ali
System Solutions, Inc.
3630 Commercial Avenue
Northbrook, IL 60062-1823

Annual Certificate Expires: February 1, 2013

Dear Naushad S Ali:

Congratulations on your continued eligibility for certification as a **Minority Business Enterprise (MBE)** by the City of Chicago. This certification is valid until **February 1, 2013**.

You have an affirmative duty to file for recertification 60 days prior to the date of expiration. Therefore, you must file for recertification by **12/1/2012**.

It is important to note that you also have an ongoing affirmative duty to notify the City of Chicago of any changes in ownership or control of your firm, or any other fact affecting your firm's eligibility for certification within 10 days of such change. These changes may include but are not limited to a change of address, change of business structure, change in ownership or ownership structure, change of business operations, and/or gross receipts that exceed the program threshold.

Please note – you shall be deemed to have had your certification lapse and will be ineligible to participate as a MBE/WBE/BEPD if you fail to:

- o file your No Change Affidavit within the required time period;
- o provide financial or other records requested pursuant to an audit within the required time period; or
- o notify the City of any changes affecting your firm's certification within 10 days of such change.

Further, if you or your firm is found to be involved in certification, bidding and/or contractual fraud or abuse, the City will pursue decertification and debarment. And in addition to any other penalty imposed by law, any person who knowingly obtains, or knowingly assists another in obtaining, a contract with the city by falsely representing that the individual or entity, or the individual or entity assisted, is a minority-owned business or a woman-owned business, is guilty of



DEPARTMENT OF PROCUREMENT SERVICES
CITY OF CHICAGO

System Solutions, Inc.

Page 2

a misdemeanor, punishable by incarceration in the county jail for a period not to exceed six months or a fine of not less than \$5,000.00 and not more than \$10,000, or both.

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

COMPUTER SALES AND SERVICES

Your firm's participation on City contracts will be credited only toward Minority Business Enterprise (MBE) goals in your area(s) of specialty. While your participation on City contracts is not limited to your specialty, credit toward Minority Business Enterprise (MBE) goal will be given only for work done in a specialty category.

Thank you for your continued participation in the City's Supplier Diversity Program.

Sincerely,



Jamie L. Rhee
Chief Procurement Officer

LETTER OF INTENT (SECTION 2)

M/WBE Firm: _____

Contract #: _____

Address: _____

City/State/ Zip: _____

Contact Person: _____

Phone: _____ Fax: _____

Certification Expiration Date: _____

Race/Gender: _____

Email: _____

Participation: Direct Indirect

Will the M/WBE firm be subcontracting any of the performance of this contract to another firm?

No Yes – Please attach explanation.

Proposed Subcontractor: _____

The undersigned M/WBE is prepared to provide the following Commodities/Services for the above named Project/ Contract:

Indicate the **Dollar Amount**, or **Percentage**, and the **Terms of Payment** for the above-described Commodities/ Services:

(If more space is needed to fully describe M/WBE Firm's proposed scope of work and/or payment schedule, attach additional sheets)

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.

Signature (M/WBE)

Signature (Prime Bidder/Proposer)

Print Name

Print Name

Firm Name

Firm Name

Date

Date

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

Notary Public _____.

SEAL

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

A. BIDDER/PROPOSER HEREBY REQUESTS:

- FULL MBE WAIVER FULL WBE WAIVER
- REDUCTION (PARTIAL MBE and/or WBE PARTICIPATION)
- _____ % of Reduction for MBE Participation
_____ % of Reduction for WBE Participation

B. REASON FOR FULL/REDUCTION WAIVER REQUEST

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

- (1) Lack of sufficient qualified MBEs and/or WBEs capable of providing the goods or services required by the contract. **(Please explain)**
- (2) The specifications and necessary requirements for performing the contract make it impossible or economically infeasible to divide the contract to enable the contractor to utilize MBEs and/or WBEs in accordance with the applicable participation. **(Please explain)**
- (3) Price(s) quoted by potential MBEs and/or WBEs are above competitive levels and increase cost of doing business and would make acceptance of such MBE and/or WBE bid economically impracticable, taking into consideration the percentage of total contract price represented by such MBE and/or WBE bid. **(Please explain)**
- (4) There are other relevant factors making it impossible or economically infeasible to utilize MBE and/or WBE firms. **(Please explain)**

C. GOOD FAITH EFFORTS TO OBTAIN MBE/WBE PARTICIPATION

- (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) Used 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) Cook County Works Department;
- 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
<hr/>	
<hr/>	
<hr/>	

N/A

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 addresses within Cook County:

3630 COMMERCIAL AVE.

NORTHBROOK, IL 60062

c) Does Bidder employ the majority of its regular full-time workforce within Cook County?
Yes: No:

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

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

Applicant has no "Substantial Owner."

OR:

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

4. REAL ESTATE OWNERSHIP DISCLOSURES.

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

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

PERMANENT INDEX NUMBER(S): 17-06-202-048-1001

21-31-409-045-0000

04-06-202-011-0000

(ATTACH SHEET IF NECESSARY TO LIST ADDITIONAL INDEX NUMBERS)

OR:

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

5. EXCEPTIONS TO CERTIFICATIONS OR DISCLOSURES.

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

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

COOK COUNTY DISCLOSURE OF OWNERSHIP INTEREST STATEMENT

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

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

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

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

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

This Disclosure of Ownership Interest Statement must be submitted by :

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

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

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

This Statement is an: Original Statement or Amended Statement

Identifying Information:

Name SYSTEM SOLUTIONS INC. D/B/A: — EIN NO.: 36-3589055

Street Address: 3630 COMMERCIAL AVE.

City: NORTHBROOK State: IL Zip Code: 60062

Phone No.: 847-272-6160

Form of Legal Entity:

Sole Proprietor Partnership Corporation Trustee of Land Trust

Business Trust Estate Association Joint Venture

Other (describe) _____

Ownership Interest Declaration:

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

Name	Address	Percentage Interest in Applicant/Holder
NAUSHAD ALI	7930 PARK AVE, SKOKIE, IL 60077	60%
ZULFI SAYLA	8738 CARLSLE CT. DARIEN, IL 60561	40%

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
N/A		

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
N/A			

Declaration (check the applicable box):

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

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

Signature [Handwritten Signature]

E-mail address ZULFI@THESSI.COM

Title V.P

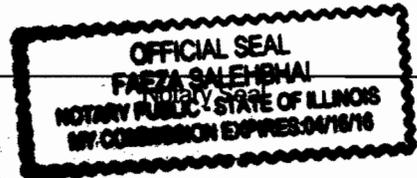
Date 9/6/12

Phone Number 847-272-6160 EXT. 235

Subscribed to and sworn before me this 6 day of Sept, 2012

My commission expires: 04/16/2016

x [Handwritten Signature]
 Notary Public Signature





COOK COUNTY BOARD OF ETHICS

69 W. WASHINGTON STREET, SUITE 3040

CHICAGO, ILLINOIS 60602

312/603-4304

312/603-9988 FAX 312/603-1011 TT/TDD

FAMILIAL RELATIONSHIP DISCLOSURE PROVISION:

Section 2-582 of the Cook County Ethics Ordinance requires any person or persons doing business with Cook County, upon execution of a contract with Cook County, to disclose to the Cook County Board of Ethics the existence of familial relationships they may have with all persons holding elective office in the State of Illinois, the County of Cook, or in any municipality within the County of Cook.

The disclosure required by this section shall be filed by January 1 of each calendar year or within thirty (30) days of the execution of any contract or lease. Any person filing a late disclosure statement after January 31 shall be assessed a late filing fee of \$100.00 per day that the disclosure is late. Any person found guilty of violating any provision of this section or knowingly filing a false, misleading, or incomplete disclosure to the Cook County Board of Ethics shall be prohibited, for a period of three (3) years, from engaging, directly or indirectly, in any business with Cook County. *Note:* Please see Chapter 2 Administration, Article VII Ethics, Section 2-582 of the Cook County Code to view the full provisions of this section.

If you have questions concerning this disclosure requirement, please call the Cook County Board of Ethics at (312) 603-4304.

Note: A current list of contractors doing business with Cook County is available via the Cook County Board of Ethics' website at:

http://www.cookcountygov.com/taxonomy/ethics/Listings/cc_ethics_VendorList_.pdf

DEFINITIONS:

"Calendar year" means January 1 to December 31 of each year.

"Doing business" for this Ordinance provision means any one or any combination of leases, contracts, or purchases to or with Cook County or any Cook County agency in excess of \$25,000 in any calendar year.

"Familial relationship" means a person who is related to an official or employee as spouse or any of the following, whether by blood, marriage or adoption:

- | | | |
|-----------|-------------------|----------------|
| ▪ Parent | ▪ Grandparent | ▪ Stepfather |
| ▪ Child | ▪ Grandchild | ▪ Stepmother |
| ▪ Brother | ▪ Father-in-law | ▪ Stepson |
| ▪ Sister | ▪ Mother-in-law | ▪ Stepdaughter |
| ▪ Aunt | ▪ Son-in-law | ▪ Stepbrother |
| ▪ Uncle | ▪ Daughter-in-law | ▪ Stepsister |
| ▪ Niece | ▪ Brother-in-law | ▪ Half-brother |
| ▪ Nephew | ▪ Sister-in-law | ▪ Half-sister |

"Person" means any individual, entity, corporation, partnership, firm, association, union, trust, estate, as well as any parent or subsidiary of any of the foregoing, and whether or not operated for profit.

SWORN FAMILIAL RELATIONSHIP DISCLOSURE FORM

Pursuant to Section 2-582 of the Cook County Ethics Ordinance, any *person* doing business** with Cook County must disclose, to the Cook County Board of Ethics, the existence of *familial relationships** to any person holding elective office in the State of Illinois, Cook County, or in any municipality within Cook County. Please print your responses.

Name of Owner/Employee: ZULFI SYALIA Title: VP

Business Entity Name: SYSTEM SOLUTIONS INC. Phone: 847-272-6160 EXT. 235

Business Entity Address: 3630 COMMERCIAL AVE, NORTHBROOK, IL 60062

_____ The following familial relationship exists between the owner or any employee of the business entity contracted to do business with Cook County *and* any person holding elective office in the State of Illinois, Cook County, or in any municipality within Cook County.

Owner/Employee Name:	Related to:	Relationship:
1. _____	_____	_____
2. _____	_____	_____
3. _____	_____	_____
4. _____	_____	_____
5. _____	_____	_____

If more space is needed, attach an additional sheet following the above format.

There is *no* familial relationship that exists between the owner or any employee of the business entity contracted to do business with Cook County and any person holding elective office in the State of Illinois, Cook County, or in any municipality within Cook County.

To the best of my knowledge and belief, the information provided above is true and complete.

Zulfi Syalia _____
Owner/Employee's Signature Date

Subscribe and sworn before me this 6 Day of Sept, 2012

a Notary Public in and for COOK County

Faeza Saleh Bhai
(Signature)

NOTARY SEAL



My Commission expires 04/16/2016

Complete forms must be filed within 90 days of the execution of any contract or lease with Cook County and should be mailed to:

**Cook County Board of Ethics
69 West Washington Street,
Suite 3040
Chicago, Illinois 60602**

**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 Chief Procurement Officer 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: SYSTEM SOLUTIONS INC.

BUSINESS ADDRESS: 3630 COMMERCIAL AVE.
NORTHBROOK, IL 60062

BUSINESS TELEPHONE: 847-272-6162 FAX NUMBER: 847-272-8465

CONTACT PERSON: ZULFI SAYLA

FEIN: 36-3589055 *IL CORPORATE FILE NUMBER: 5493-787-3

LIST THE FOLLOWING CORPORATE OFFICERS:

PRESIDENT: NAUSHAD ALI VICE PRESIDENT: ZULFI SAYLA

SECRETARY: ZULFI SAYLA TREASURER: NAUSHAD ALI

**SIGNATURE OF PRESIDENT: *Naushad Ali*

ATTEST: *Zulfi Sayla* (CORPORATE SECRETARY)

Subscribed and sworn to before me this
6 day of Sept, 2012.

x *Faeza Salehbhai*
Notary Public Signature

My commission expires: 04/16/2016



* If the corporation is not registered in the State of Illinois, a copy of the Certificate of Incorporation 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 Precourt

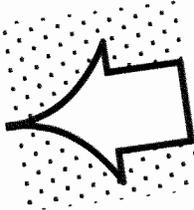
PRESIDENT, COOK COUNTY BOARD OF COMMISSIONERS

Maria de Lourdes Cos

COOK COUNTY CHIEF PROCUREMENT OFFICER

Not Required

COOK COUNTY COMPTROLLER



DATED AT CHICAGO, ILLINOIS THIS 3rd DAY OF October, 2012.

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

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

12-30-391

OR

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

TOTAL AMOUNT OF CONTRACT: \$ 7,231,521.00
(DOLLARS AND CENTS)

FUND CHARGEABLE: _____

APPROVED AS TO FORM:

Julia Summers

ASSISTANT STATE'S ATTORNEY

APPROVED BY BOARD OF
COOK COUNTY COMMISSIONERS

OCT 02 2012

COM _____