

PROFESSIONAL SERVICES AGREEMENT



SUPPORT AND MAINTENANCE OF BALLOT TABULATION SYSTEMS

BETWEEN



COOK COUNTY GOVERNMENT

OFFICE OF THE COOK COUNTY CLERK

AND

DOMINION VOTING SYSTEMS, INC.
CONTRACT NO. 12-45-035

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, on behalf of Office of the Chief Procurement Officer hereinafter referred to as "County" and Dominion Voting Systems, Inc. a company incorporated under the laws of the State of Delaware hereinafter referred to as "Consultant", pursuant to authorization by the Cook County Board of Commissioners on the 5st day of February, 2013, as evidenced by Board Authorization letter attached hereto as EXHIBIT "4".

BACKGROUND

Consultant represents that it has the professional experience and expertise to provide the necessary services and further warrants that it is ready, willing and able to perform in accordance with the terms and conditions as set forth in this Agreement.

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

TERMS AND CONDITIONS

ARTICLE 1) INCORPORATION OF BACKGROUND

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

ARTICLE 2) DEFINITIONS

a) Definitions

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

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

"Department" means the Cook County Using Department.

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

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

b) Interpretation

- i) The term **"include"** (in all its forms) means "include, without limitation" unless the context clearly states otherwise.
- ii) All references in this Agreement to Articles, Sections or Exhibits, unless otherwise expressed or indicated are to the Articles, Sections or Exhibits of this Agreement.
- iii) Words importing persons include firms, associations, partnerships, trusts, corporations and other legal entities, including public bodies, as well as natural persons.
- iv) Any headings preceding the text of the Articles and Sections of this Agreement, and any table of contents or marginal notes appended to it, are solely for convenience or reference and do not constitute a part of this Agreement, nor do they affect the meaning, construction or effect of this Agreement.
- v) Words importing the singular include the plural and vice versa. Words of the masculine gender include the correlative words of the feminine and neuter genders.
- vi) All references to a number of days mean calendar days, unless expressly indicated otherwise.
- vii) Each entity may be referred to individually as "Party" and collectively as the "Parties."

c) Incorporation of Exhibits

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

- Exhibit 1 Scope of Services
- Exhibit 2 Schedule of Compensation
- Exhibit 3 Evidence of Insurance
- Exhibit 4 Board Authorization
- Exhibit 5 Software License Terms and Conditions
- Exhibit 6 Equipment Warranty Terms and Conditions
 - Attachment 1-Parts and Supplies Price List
- Exhibit 7 Economic Disclosure Pages

ARTICLE 3) DUTIES AND RESPONSIBILITIES OF CONSULTANT

a) Scope of Services

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

b) Deliverables

In carrying out its Services, Consultant shall prepare or provide to the County various Deliverables. "**Deliverables**" include work product, such as written reviews, recommendations, reports and analyses, produced by Consultant for the County.

The County 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 County made this Agreement or for which the County intends to use the Deliverables. If the County determines that Consultant has failed to comply with the foregoing standards, it has 30 days from the discovery to notify Consultant of its failure. If Consultant does not correct the failure, if it is possible to do so, within 30 days after receipt of notice from the County specifying the failure, then the County, by written notice, may treat the failure as a default of this Agreement under Article 9.

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

c) Standard of Performance

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

Consultant must assure that all Services that require the exercise of professional skills or judgment are accomplished by professionals qualified and competent in the applicable discipline and appropriately licensed, if required by law. Consultant must provide copies of any such licenses. Consultant remains responsible for the professional and technical accuracy of all Services or Deliverables furnished, whether by Consultant or its Subcontractors or others on its

behalf. All Deliverables must be prepared in a form and content satisfactory to the Department and delivered in a timely manner consistent with the requirements of this Agreement.

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

d) Personnel

i) Adequate Staffing

Consultant must, upon receiving a fully executed copy of this Agreement, assign and maintain during the term of this Agreement and any extension of it an adequate staff of competent personnel that is fully equipped, licensed as appropriate, available as needed, qualified and assigned to perform the Services. Consultant 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 Consultant to the County.

ii) Key Personnel

Consultant must not reassign or replace Key Personnel without the written consent of the County, which consent the County will not unreasonably withhold. "Key Personnel" means those job titles and the persons assigned to those positions in accordance with the provisions of this Section 3.d(ii). The Department may at any time in writing notify Consultant that the County will no longer accept performance of Services under this Agreement by one or more Key Personnel listed. Upon that notice Consultant must immediately suspend the services of the key person or persons and must replace him or them in accordance with the terms of this Agreement. A list of Key Personnel is found in Exhibit 1, Scope of Services.

iii) Salaries and Wages

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

e) Minority and Women's Business Enterprises Commitment

In the performance of this Agreement, including the procurement and lease of materials or equipment, Consultant must abide by the minority and women's business enterprise commitment requirements of the Cook County Ordinance, (Article IV, Section 34-267 through 272) except to

the extent waived by the Compliance Director. Consultant's completed MBE/WBE Utilization Plan evidencing its compliance with this requirement are a part of this Agreement, in Section 1 of the Economic Disclosure Statement, upon acceptance by the Compliance Director. Consultant must utilize minority and women's business enterprises at the greater of the amounts committed to by the Consultant for this Agreement in accordance with Section 1 of the Economic Disclosure Statement.

f) Insurance

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

i) Insurance To Be Provided

(1) Workers Compensation and Employers Liability

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

(2) Commercial General Liability (Primary and Umbrella)

Commercial General Liability Insurance or equivalent with limits of not less than \$2,000,000 per occurrence for bodily injury, personal injury and property damage liability. Coverages must include the following: All premises and operations, products/completed operations, separation of insureds, defense and contractual liability (with no limitation endorsement). Cook County is to be named as an additional insured on a primary, non-contributory basis for any liability arising directly or indirectly from the Services.

Subcontractors performing Services for Consultant must maintain limits of not less than \$1,000,000 with the same terms in this Section 3.6(a)(ii).

(3) Automobile Liability (Primary and Umbrella)

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

(4) Professional Liability

When any professional consultants perform Services in connection with this Agreement, Professional Liability Insurance covering acts, errors or omissions must be maintained with limits of not less than \$2,000,000. Coverage must include contractual liability. When policies are renewed or replaced, the policy retroactive date must coincide with, or precede, start of Services on this Agreement. A claims-made policy which is not renewed or replaced must have an extended reporting period of 2 years.

Subcontractors performing Services for Consultant must maintain limits of not less than \$1,000,000 with the same terms in this Section 3.6(a)(iv).

(5) Valuable Papers

When any designs, drawings, specifications and documents are produced or used under this Agreement, Valuable Papers Insurance must be maintained in an amount to insure against any loss whatsoever, and must have limits sufficient to pay for the re-creation and reconstruction of such records.

ii) **Additional Requirements**

(1) Consultant must furnish the County of Cook, Cook County, Office of the Chief Procurement Officer, 118 N, Clark St., Room 1018, Chicago, IL 60602, original Certificates of Insurance, or such similar evidence, to be in force on the date of this Agreement, and Renewal Certificates of Insurance, or such similar evidence, if the coverages have an expiration or renewal date occurring during the term of this Agreement. Consultant must submit evidence of insurance on the County Insurance Certificate Form (copy attached as Exhibit 3) or equivalent prior to Agreement award. The receipt of any certificate does not constitute agreement by the County that the insurance requirements in this Agreement have been fully met or that the insurance policies indicated on the certificate are in compliance with all Agreement requirements. The failure of the County to obtain certificates or other insurance evidence from Consultant is not a waiver by the County of any requirements for Consultant to obtain and maintain the specified coverages. Consultant must advise all insurers of the provisions in this Agreement regarding insurance. Non-conforming insurance does not relieve Consultant of the obligation to provide insurance as specified in this Agreement. Nonfulfillment of the insurance conditions may constitute a violation of this Agreement, and the County retains the right to terminate this Agreement or to suspend this Agreement until proper evidence of insurance is provided.

(1) The insurance must provide for 60 days prior written notice to be given to the County in the event coverage is substantially changed, canceled or non-renewed. All deductibles or self-insured retentions on referenced insurance coverages must be borne by Consultant. Consultant agrees that insurers waive their rights of subrogation against the County of Cook, its employees, elected officials, agents or representatives.

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

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

(4) Consultant must require all Subcontractors to provide the insurance required in this Agreement, or Consultant may provide the coverages for Subcontractors. All Subcontractors are subject to the same insurance requirements as Consultant unless otherwise specified in this Agreement. If Consultant or Subcontractor desires additional coverages, the party desiring the additional coverages is responsible for its acquisition and cost.

g) Indemnification

With the exception of any claim by Consultant for nonpayment for Services provided to and accepted by County, the Consultant 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 Agreement by the Consultant, or the acts or omissions of the officers, agents, employees, contractors, subcontractors, licensees or invitees of the Consultant.

h) Confidentiality and Ownership of Documents

Consultant acknowledges and agrees that information regarding this Agreement is confidential and shall not be disclosed, directly, indirectly or by implication, or be used by Consultant in any way, whether during the term of this Agreement or at any time thereafter, except solely as required in the course of Consultant's performance hereunder. Consultant 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. Consultant 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 Consultant 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 Agreement (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 Agreement for the Consultant 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

Consultant's own purposes or for those of any third party. During the performance of the Agreement Consultant shall be responsible of any loss or damage to the Documents while they are in Consultant's possession, and any such loss or damage shall be restored at the expense of the Consultant. The County and its designees shall be afforded full access to the Documents and the work at all times.

i) Patents, Copyrights and Licenses

Consultant 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 Consultant'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, Consultant with all reasonable speed and due diligence shall provide or otherwise secure for County, at the Consultant'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 Agreement; or Consultant 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 Agreement.

j) Examination of Records and Audits

The Consultant 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 Agreement, have access and the right to examine any books, documents, papers, canceled checks, bank statements, purveyor's and other invoices, and records of the Consultant related to the Agreement, or to Consultant's compliance with any term, condition or provision thereof. The Consultant shall be responsible for establishing and maintaining records sufficient to document the costs associated with performance under the terms of this Agreement.

The Consultant 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 Agreement.

In the event the Consultant receives payment under the Agreement, reimbursement for which is later disallowed by the County, the Consultant 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 Consultant under any contract with the County.

To the extent this Agreement pertains to Deliverables which may be reimbursable under the Medicaid or Medicare Programs, Consultant 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 Consultant 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, Consultant 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.

k) Subcontract Subcontracting or Assignment of Agreement or Agreement Funds

This Agreement 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 Consultant from its obligations or change the terms of the Agreement. The Consultant shall not transfer or assign any Agreement 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 Agreement, in whole or in part, or the unauthorized transfer or assignment of any Agreement funds, either in whole or in part, or any interest therein, which shall be due or are to become due the Consultant shall have no effect on the County and are null and void.

Prior to the commencement of the Agreement, the Consultant shall identify in writing to the Chief Procurement Officer the names of any and all subcontractors it intends to use in the performance of the Agreement. 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 Agreement. Consultant shall incorporate into all subcontracts all of the provisions of the Agreement which affect such subcontract. Copies of subcontracts shall be provided to the Chief Procurement Officer upon request.

The Consultant must disclose the name and business address of each subcontractor, attorney, lobbyist, accountant, consultant and any other person or entity whom the Consultant 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 Consultant is not required to disclose employees who are paid or estimated to be paid. The Consultant is not required to disclose employees who are paid solely through the Consultant'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 Consultant is uncertain whether a disclosure is required under this Section, the Consultant 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 Consultant shall be accountable to the Chief Procurement Officer or his designee while on any County property and shall abide by all rules and regulations imposed by the County.

ARTICLE 4) TERM OF PERFORMANCE

a) Term of Performance

This Agreement takes effect on February 5, 2013 (the "**Effective Date**") as approved by the Cook County Board and continues until November 30, 2013 or until this Agreement is terminated in accordance with its terms, whichever occurs first.

b) Timeliness of Performance

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

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

iii) Neither Party shall be liable in damages, or shall be subject to termination of this Agreement by the other Party, for any delay or default in performing any obligation hereunder if that delay or default is due to any force majeure event, including without limitation any act of God, act of any government or other authority or statutory undertaking, act of terrorism, industrial dispute, fire, explosion, accident, power failure, flood, riot or war (declared or undeclared); provided that, in order to excuse its delay or default hereunder, a Party shall notify the other of the force majeure event, specifying the nature and particulars thereof and the

expected duration thereof; and provided, further, that within fifteen (15) calendar days after the termination of force majeure event, such Party shall give notice to the other Party specifying the date of termination thereof

c) Agreement Extension Option

The Chief Procurement Officer may at any time before this Agreement expires elect to extend this Agreement for up to one (1) additional one-year period under the same terms and conditions as this original Agreement, except as provided otherwise in this Agreement, by notice in writing to Consultant. After notification by the Chief Procurement Officer, this Agreement must be modified to reflect the time extension in accordance with the provisions of Section 10.c.

ARTICLE 5) COMPENSATION

a) Basis of Payment

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

b) Method of Payment

All invoices submitted by the Consultant shall be in accordance with the cost provisions according to the Schedule of Compensation in the attached Exhibit 2. The invoices shall contain a detailed description of the Deliverables for which payment is requested. All invoices shall reflect the amounts invoiced by and the amounts paid to the Consultant 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. Consultant shall not be entitled to invoice the County for any late fees or other penalties.

c) Funding

The source of funds for payments under this Agreement is identified in Exhibit 2, Schedule of Compensation. Payments under this Agreement must not exceed the dollar amount shown in Exhibit 2 without a written amendment in accordance with Section 10.c.

d) Non-Appropriation

If no funds or insufficient funds are appropriated and budgeted in any fiscal period of the County for payments to be made under this Agreement, then the County will notify Consultant in writing of that occurrence, and this Agreement will terminate on the earlier of the last day of the fiscal period for which sufficient appropriation was made or whenever the funds appropriated for

payment under this Agreement are exhausted. Payments for Services completed to the date of notification will be made to Consultant. No payments will be made or due to Consultant and under this Agreement beyond those amounts appropriated and budgeted by the County to fund payments under this Agreement.

e) Taxes

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

f) Price Reduction

If at any time after the Effective Date of the Agreement, Consultant 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 Agreement for the duration of the Agreement period. For purposes of this Section 5.f., Price Reduction, a general price reduction shall include reductions in the effective price charged by Consultant 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 Consultant makes in the price of the Deliverables to its prospective customers generally.

g) Consultant Credits

To the extent the Consultant 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 Agreement, such credits belong to the County and not any specific using department. Consultant shall reflect any such credits on its invoices and in the amounts it invoices the County.

ARTICLE 6) DISPUTES

Any dispute arising under the Agreement between the County and Consultant is subject to compulsory arbitration before the Chief Procurement Officer. Such arbitration is not binding and the Parties are entitled to pursue the matter in state court sitting in Cook County, Illinois for a de novo determination on the law and facts. The complaining Party shall submit a written statement detailing the dispute and specifying the specific relevant Agreement 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 her decision to writing and mail or otherwise furnish a copy thereof to the Consultant. 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, Consultant shall continue to discharge all its obligations, duties and responsibilities set forth in the Agreement during any dispute resolution proceeding unless otherwise agreed to by the County in writing.

ARTICLE 7) COMPLIANCE WITH ALL LAWS

The Consultant 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 Agreement 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 Consultant's employees, agents or subcontractors shall be the responsibility of the Consultant.

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

ARTICLE 8) SPECIAL CONDITIONS

a) Warranties and Representations

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

- i) warrants that Consultant is appropriately licensed under Illinois law to perform the Services required under this Agreement and will perform no Services for which a professional license is required by law and for which Consultant is not appropriately licensed;
- ii) warrants it is financially solvent; it and each of its employees, agents and Subcontractors of any tier are competent to perform the Services required under this Agreement; and Consultant is legally authorized to execute and perform or cause to be performed this Agreement under the terms and conditions stated in this Agreement;
- iii) warrants that it will not knowingly use the services of any ineligible consultant or Subcontractor for any purpose in the performance of its Services under this Agreement;
- iv) warrants that Consultant and its Subcontractors are not in default at the time this Agreement is signed, and have not been considered by the Chief Procurement Officer to have, within 5 years immediately preceding the date of this Agreement, been found to be in default on any contract awarded by the County ;

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

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

vii) acknowledges that any certification, affidavit or acknowledgment made under oath in connection with this Agreement is made under penalty of perjury and, if false, is also cause for termination under Sections 9 (a).

b) Ethics

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

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

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

c) Joint and Several Liability

If Consultant, or its successors or assigns, if any, is comprised of more than one 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 Consultant is the joint and several obligation or undertaking of each such individual or other legal entity.

d) Business Documents

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

e) **Conflicts of Interest**

- i) No member of the governing body of the County or other unit of government and no other officer, employee or agent of the County or other unit of government who exercises any functions or responsibilities in connection with the Services to which this Agreement pertains is permitted to have any personal interest, direct or indirect, in this Agreement. No member of or delegate to the Congress of the United States or the Illinois General Assembly and no Commissioner of the Cook County Board or County employee is allowed to be admitted to any share or part of this Agreement or to any financial benefit to arise from it.
- ii) Consultant covenants that it, and to the best of its knowledge, its Subcontractors if any (collectively, "**Consulting Parties**"), presently have no direct or indirect interest and will not acquire any interest, direct or indirect, in any project or contract that would conflict in any manner or degree with the performance of its Services under this Agreement.
- iii) Upon the request of the County, Consultant must disclose to the County its past client list and the names of any clients with whom it has an ongoing relationship. Consultant is not permitted to perform any Services for the County on applications or other documents submitted to the County by any of Consultant's past or present clients. If Consultant becomes aware of a conflict, it must immediately stop work on the assignment causing the conflict and notify the County.
- iv) Without limiting the foregoing, if the Consulting Parties assist the County in determining the advisability or feasibility of a project or in recommending, researching, preparing, drafting or issuing a request for proposals or bid specifications for a project, the Consulting Parties must not participate, directly or indirectly, as a prime, subcontractor or joint venturer in that project or in the preparation of a proposal or bid for that project during the term of this Agreement or afterwards. The Consulting Parties may, however, assist the County in reviewing the proposals or bids for the project if none of the Consulting Parties have a relationship with the persons or entities that submitted the proposals or bids for that project.
- v) The Consultant further covenants that, in the performance of this Agreement, no person having any conflicting interest will be assigned to perform any Services or have access to any confidential information, as defined in Section 3.11 of this Agreement. If the County, by the Chief Procurement Officer in his reasonable judgment, determines that any of Consultant's Services for others conflict with the Services Consultant is to render for the County under this Agreement, Consultant must terminate such other services immediately upon request of the County.
- vi) Furthermore, if any federal funds are to be used to compensate or reimburse Consultant under this Agreement, Consultant represents that it is and will remain in compliance with federal restrictions on lobbying set forth in Section 319 of the Department of the Interior and Related Agencies Appropriations Act for Fiscal year 1990, 31 U.S.C. § 1352, and related rules and regulations set forth at 54 Fed. Reg. 52,309 ff. (1989), as amended. If federal funds are to be

used, Consultant must execute a Certification Regarding Lobbying, which will be attached as an exhibit and incorporated by reference as if fully set forth here.

f) Non-Liability of Public Officials

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

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

a) Default

Consultant shall be in default hereunder in the event of a material breach by Consultant of any term or condition of this Agreement including, but not limited to, a representation or warranty, where Consultant has failed to cure such breach within fifteen (15) days after written notice of breach is given to Consultant by the County, setting forth the nature of such breach or, if the breach is such that it is not susceptible of cure within fifteen (15) days and Consultant has begun to, and continues to, diligently pursue completion of the cure, such longer period as may reasonably be required to cure; provided, that such period shall not exceed thirty (30) days without the approval of the Chief Procurement Officer; and provided further, that the additional cure period shall not operate to interfere with the performance of a timely election.

In the event Consultant shall commit the identical breach of any material terms or conditions of this Agreement on more than three (3) occasions during the term hereof that is not cured within the time period provided in this Section 9 (a), or in the event Consultant commits an anticipatory breach of this Agreement, the County may, at its option, declare the Consultant to be in default and the County shall be entitled to exercise all available remedies including, but not limited to, termination of the Agreement, without affording the Consultant further opportunity to cure such breach.

County shall be in default hereunder if any material breach of the Agreement by County occurs which is not cured by the County within thirty (30) days after written notice has been given by Consultant to the County, setting forth the nature of such breach; provided however that the County shall have forty five (45) days to cure a breach pertaining to its payment obligations.

b) Remedies

Following notice to Consultant of a material breach of this Agreement by Consultant which is not cured within any applicable cure period, the County reserves the right to withhold payments otherwise owed to Consultant until such time as Consultant has cured the breach. If the

Consultant fails to remedy a material breach during the applicable cure period pursuant to Article 9 (a), Default, or if Consultant commits an identical material breach that is not cured within the time period provided in Section 9 (a) Default, herein three (3) or more times within a twelve month period or commits an anticipatory breach of this Agreement, the County shall have the right to terminate this Agreement upon written notice to the Consultant which shall set forth the effective date of such termination, However, if Consultant is making a good faith effort to cure the breach, the Chief Procurement Officer shall extend the time within which Consultant must cure any breach in accordance with Section 9 (a), Default, herein. In addition, the County shall have the right to pursue all remedies in law or equity.

If the County has been notified of breach and fails to remedy the breach during the applicable cure period pursuant to Section 9 (a), Default, the Consultant shall have the right to suspend Consultant's performance under this Agreement and/or terminate this Agreement upon not less than thirty (30) days prior written notice to the County, which notice shall set forth the effective date of termination or suspension.

Consultant shall have the right to pursue all remedies available in law or equity. In all cases the Consultant's damages shall be those actual provable damages not to exceed the amount of the Agreement less all amounts paid to Consultant. In no event shall Consultant be entitled to any consequential damages. Irrespective of the exercise of remedies hereunder, Consultant shall not repossess any component thereof except after due process of law.

c) Early Termination

In addition to termination under Sections 9 (a) of this Agreement, the County may terminate this Agreement, or all or any portion of the Services to be performed under it, at any time by a notice in writing from the County to Consultant. The County will give notice to Consultant in accordance with the provisions of Article 11. The effective date of termination will be the date the notice is received by Consultant or the date stated in the notice, whichever is later. If the County elects to terminate this Agreement in full, all Services to be provided under it must cease and all materials that may have been accumulated in performing this Agreement, whether completed or in the process, must be delivered to the County effective 10 days after the date the notice is considered received as provided under Article 11 of this Agreement (if no date is given) or upon the effective date stated in the notice.

After the notice is received, Consultant must restrict its activities, and those of its Subcontractors, to winding down any reports, analyses, or other activities previously begun. No costs incurred after the effective date of the termination are allowed. Payment for any Services actually and satisfactorily performed before the effective date of the termination is on the same basis as set forth in Article 5, but if any compensation is described or provided for on the basis of a period longer than 10 days, then the compensation must be prorated accordingly. No amount of compensation, however, is permitted for anticipated profits on unperformed Services. The County and Consultant must attempt to agree on the amount of compensation to be paid to Consultant, but if not agreed on, the dispute must be settled in accordance with Article 6 of this

Agreement. The payment so made to Consultant is in full settlement for all Services satisfactorily performed under this Agreement.

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

If the County's election to terminate this Agreement for default under Sections 9 (a) is determined in a court of competent jurisdiction to have been wrongful, then in that case the termination is to be considered to be an early termination under this Section 9.3.

d) Suspension

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

No suspension of this Agreement is permitted in the aggregate to exceed a period of 45 days within any one year of this Agreement. If the total number of days of suspension exceeds 45 days, Consultant by written notice may treat the suspension as an early termination of this Agreement under Section 9.3.

e) Right to Offset

i) In connection with performance under this Agreement:

The County may offset any excess costs incurred:

(i) if the County terminates this Agreement for default or any other reason resulting from Consultant's non-performance;

(ii) if the County exercises any of its remedies under Section 9.2 of this Agreement; or

(iii) if the County has any credits due or has made any overpayments under this Agreement.

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

f.) Delays

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

g.) Prepaid Fees

In the event this Agreement is terminated by either Party, for cause or otherwise, and the County has prepaid for any Deliverables, Consultant 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.

h.) Consultant Limitation of Liabilities

NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT TO THE CONTRARY, CONSULTANT'S TOTAL AGGREGATE LIABILITY FOR ANY LOSS, DAMAGE, COSTS OR EXPENSES UNDER OR IN CONNECTION WITH THIS AGREEMENT, HOWSOEVER ARISING, INCLUDING WITHOUT LIMITATION, LOSS, DAMAGE, COSTS OR EXPENSES CAUSED BY BREACH OF CONTRACT, NEGLIGENCE, STRICT LIABILITY, BREACH OF STATUTORY OR ANY OTHER DUTY SHALL IN NO CIRCUMSTANCES EXCEED THE TOTAL AGREEMENT AMOUNT AS STATED HEREIN. CONSULTANT SHALL NOT BE LIABLE FOR ANY LOSS OF PROFITS, LOSS OF BUSINESS, LOSS OF USE OR ANY OTHER INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL LOSS OR DAMAGE WHATSOEVER, HOWSOEVER ARISING, INCURRED BY COUNTY OR ANY THIRD PARTY, WHETHER IN AN ACTION IN CONTRACT, NEGLIGENCE. OR OTHER TORT, EVEN IF THE PARTIES OR THEIR REPRESENTATIVES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION OF CONSULTANT'S LIABILITY SHALL APPLY REGARDLESS OF WHETHER ANY REMEDY AVAILABLE TO COUNTY SHALL FAIL IN ITS ESSENTIAL PURPOSE

ARTICLE 10) GENERAL CONDITIONS

a) Entire Agreement

i) General

This Agreement, and the exhibits attached to it and incorporated in it, constitute the entire agreement between the Parties and supersedes all prior negotiations, proposals, communications, understandings, representations, or agreements, whether oral or written, express or implied related to this subject matter. No other warranties, inducements, considerations, promises or interpretations are implied or impressed upon this Agreement that are not expressly addressed in this Agreement.

This Agreement 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) Professional Services Agreement
- (2) Exhibit 1 – Scope of Services
- (3) Exhibit 2 – Schedule of Compensation
- (4) Exhibit 3 – Evidence of Insurance
- (5) Exhibit 4 – Board Authorization Letter
- (6) Exhibit 5 – Software License Terms and Conditions
- (7) Exhibit 6 – Equipment Warranty Terms and Conditions
 - Attachment 1-Parts and Supplies Price List
- (8) Exhibit 7-Economic Disclosure Statements (EDS)

ii) No Collateral Agreements

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

affecting or having any connection with this Agreement, its negotiation, any discussions of its performance or those employed or connected or concerned with it.

iii) No Omissions

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

b) Counterparts

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

c) Modifications and Amendments

The Parties may from time to time during the term of the Agreement make modifications and amendments to the Agreement but only as provided in this section. Such modifications and amendments shall only be made by mutual agreement in writing. Modifications and amendments which individually or cumulatively result in additional cost of \$150,000.00 or greater or which extend the term of the Agreement by thirty (30) days or more shall not be deemed as authorized without the approval of the Cook County Board of Commissioners. Modifications and amendments which increase cost by less than \$150,000.00 or which do not extend the term of the Agreement by more than thirty (30) days may only be made with the written approval of the Chief Procurement Officer.

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

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

d) Governing Law and Jurisdiction

This Agreement shall be governed by and construed under the laws of the State of Illinois. The Consultant 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 Agreement, or

arising from any dispute or controversy arising in connection with or related to the Agreement, shall be litigated only in courts within the Circuit Court of Cook County, State of Illinois, and the Consultant consents and submits to the jurisdiction thereof. In accordance with these provisions, Consultant waives any right it may have to transfer or change the venue of any litigation brought against it by the County pursuant to this Agreement.

e) Severability

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

f) Assigns

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

If this Agreement is terminated for any reason, or if it is to expire on its own terms, Consultant shall make every effort to assure an orderly transition to another provider of the Services, if any, orderly demobilization of its own operations in connect with the Services, uninterrupted provision of Services during any transition period and shall otherwise comply with the reasonable requests and requirements of the Department in connection with the termination or expiration.

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

h) Independent Contractor

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

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

- i) The County will not be liable under or by reason of this Agreement for the payment of any compensation award or damages in connection with the Consultant performing the Services required under this Agreement.
- ii) Consultant is not entitled to membership in the County Pension Fund, Group Medical Insurance Program, Group Dental Program, Group Vision Care, Group Life Insurance Program, Deferred Income Program, vacation, sick leave, extended sick leave, or any other benefits ordinarily provided to individuals employed and paid through the regular payrolls of the County.
- iii) The County is not required to deduct or withhold any taxes, FICA or other deductions from any compensation provided to the Consultant.

i) 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 Agreement.

ARTICLE 11) NOTICES

All notices required pursuant to this Agreement 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.

If to the County: Office of the Cook County Clerk
 69 West Washington, Suite 500
 Chicago, Illinois 60602
 Attention: Noah Praetz, Deputy Director of Elections

and

COOK COUNTY CHIEF PROCUREMENT OFFICER
118 North Clark Street. Room 1018
Chicago, Illinois 60602
(Include County Contract Number on all notices)

If to Consultant: Dominion Voting Systems, Inc.
Attention: Contracts Administrator
1201 18th St., Suite 210
Denver, CO 80202

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

ARTICLE 12) AUTHORITY

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

EXHIBIT 1

Scope of Services

Scope of Services

S.1 SUPPORT AND MAINTENANCE SERVICES

S.1.01 Services.

(a) During the term of this Agreement, Consultant shall provide the support and maintenance services required to carry out this Agreement (the "Services") to County for each of the following four elections (any or all of which may be referred to as an "Election"):

2013 Consolidated Primary on February 26, 2013

2013 Consolidated Election on April 9, 2013

(b) Where direct communication between the functional area counterparts of County and Consultant would aid the County in the preparation and conduct of elections such communication lines are preferred and should be utilized. In no case shall direct communication between the functional area counterparts of County and Consultant be prohibited as a matter of course. Further, where initial attempts to resolve the Consultant's voting system hardware owned by the County ("Equipment") or Software issues have not been successful, said lines of communications are to be opened and are to remain open until the issue has been resolved to the satisfaction of both Parties.

(c) Consultant agrees to utilize the County's chosen mode of communication including e-mail or other internal communication software.

S.1.02 Consultant Support Personnel.

Full time support personnel assigned by Consultant under this Agreement remain employees or Independent Contractors of the Consultant at all times during the term of this Agreement.

S.1.03 Project Manager.

During the term of this Agreement, Consultant shall provide a skilled, experienced, mutually agreed upon, Project Manager who shall be responsible for ensuring the delivery of the Services to be provided by the Consultant and required by this Agreement. The Project Manager shall be physically located on site in space provided by the County (unless Consultant provides at its expense other office space for Consultant staff in the Cook County Administration Building) and shall be assigned full time by Consultant.

S.1.04 Elections Warehouse Technician

During the term of this Agreement, Consultant shall assign a Warehouse Technician to provide the Service required by this Agreement. The Warehouse Technician shall be physically located on site in space provided by the County and shall be assigned 6 weeks prior to and 4 weeks after the election dates as specified in section S.1.01 Services.

S.1.05 Support Personnel Availability

Consultant staff required by S.1.03 and S.1.04 shall be available during the following periods of time during the term of this Agreement.

8:30 A.M. to 4:30 P.M. Central time, Monday through Friday;

8:00 A.M. to 6:00 P.M. Central time, Monday through Saturday during the period 15 to 60 days prior to each Election;

8:00 A.M. to 8:00 P.M. Central time, seven days a week during the period 1 to 14 days prior to and 1 to 21 days following each Election; and

24 hours per day on each Election.

S.2 Election Support

Consultant shall provide the qualified and competent personnel and the hours required by this Agreement ("Support") in each of the following areas to assist and enable County's personnel to successfully complete each Election. The support staff requirements set forth in S.2.0 are in addition to the Project Manager required by S.1.03, and the Warehouse Technician required by S.1.04. The term "assist and enable," when used in this Agreement, shall mean that the Consultant shall impart the requisite information, knowledge and technique necessary for reasonably competent individuals to accomplish the objectives described in the given Special Conditions.

S 2.01 Ballot Production System (BPS):

For each Election, Consultant shall provide sufficient Support to assist and enable County personnel to successfully complete the entirety of the BPS steps resulting in an accurate and complete ballot ready for hand-off to the Bridge process described in S 2.02. This support shall include, but is not limited to, the participation of at least one BPS Database Administrator ("BPS/DBA"). The BPS/DBA shall assist and oversee the BPS process to assist and enable County personnel to accurately and completely conclude the BPS process including any and all "late change" support required to alter the ballot as a result of candidate, race, jurisdiction or other changes. The BPS/DBA shall be available for this assignment to County as the BPS/DBA's primary assignment, taking priority over and above any other assignment, except as stated in this paragraph. The Parties acknowledge that the BPS/DBA provided for in this agreement shall perform these functions for both the County and the Chicago Board of Election Commissioners ("City"). In the event of a conflict between the needs of the County and the City during the BPS process, the conflict shall be resolved by joint discussion and agreement among Consultant, County, and the City.

During the ballot production period the BPS/DBA shall provide 80 hours of phone support and 6 days of on-site support. The BPS/DBA shall be on-site in Chicago in spaces as provided in S.1.03.

S.2.02 WinEDS Election Database Preparation and Bridge through Pre-Logic and Accuracy Testing (LAT)

For each Election, Consultant shall successfully complete the entirety of the Bridge process for migrating the ballot information from the BPS into the WinEDS. Consultant shall create an accurate and complete version of the County's WinEDS Election Database ("Database") for use in that Election using input from the Bridge as well as any additional candidate, race, jurisdiction or other necessary information supplied by County. Consultant will rely on the accuracy and completeness of all information supplied by County that would not otherwise be known to Consultant.

Consultant shall provide sufficient Support to assist and enable County personnel to have access to Pre-LAT data including the test transmission of data to the HAAT Listener system and migration of that data to WinEDS for test tallying. This Pre-LAT Data Support shall be sufficient to assist and enable successful testing, by the County, of each HAAT unit, E2P touch screen voting machine, Insight optical scan voting machine and the integrated end to end system composed of these elements of the voting system.

The skill level and commitment of Consultant's Support shall include, at a minimum:

<u>Functional Area</u>	<u>Support</u>	<u>Commitment</u>
WinEDS Database Production (Offsite)	1 Senior DBA	3 weeks
WinEDS Database Quality Assurance (Offsite)	1 QA Leader	2 weeks
WinEDS Database Quality Assurance (Offsite)	1 QA Resource	2 weeks
WinEDS Database Quality Assurance Proofing (Offsite)	2 Temps	1 week
WinEDS Restore and Pre-LAT Support	1 Senior DBA	5 weeks

These Support commitment levels are an estimate of the minimum time required for Consultant to meet its obligations under this Agreement and are based upon prior County Election experiences.

S.2.03 Election Warehouse Support

For each Election, Consultant shall provide Support to assist and enable County personnel to successfully complete the entire hardware maintenance, repair, and election preparation cycle for any and all E2P touch screen voting machines, Insight optical scan machines, HAAT units and related equipment that the County anticipates using on Election Day.

S.2.04 Election Week

For each Election, Consultant shall provide Support so that County personnel can consult with appropriately skilled Consultant personnel about issues that arise concerning the election equipment or software. Such consultation shall include field technicians with the skill, equipment and transportation necessary to respond to problems at polling places or Remote Distribution Centers (RDCs).

The skill level and commitment of Support shall include, at a minimum:

<u>Functional Area</u>	<u>Support</u>	<u>Days Prior to and Including Election</u>
WinEDS Tally Support	1 Senior DBA	3 Days
WinEDS Tally Support/Report Generation Support	1 Jr. WinEDS	3 Days
HAAT Listener Support	1 Jr. DBA	2 Days
Director's office Support	1 High Level Support	3 Days
Call Center Help Desk Support	2 Technicians	3 Days
Warehouse Field Support	3 Technicians	3 Days
Warehouse Admin & Technical Support	5 Technicians	3 Days
Warehouse Technical Support E2P	1 Technician	3 Days
400-C Technical Support	1 Senior Technician	2 Days

These Support commitment levels are an estimate of the minimum time required for Consultant to meet its obligations under this Agreement and are based upon prior County Election experiences.

S.2.05 Post Election Certification

For each Election, Consultant shall provide Support to assist and enable County personnel to successfully complete the state mandated election certification.

The skill level and commitment of Consultant Support shall include, at a minimum:

<u>Functional Area</u>	<u>Support</u>	<u>After Election</u>
WinEDS Canvass Support	1 Jr. WinEDS	3 weeks
HAAT Listener Activity Log Support	1 Jr. HAAT	3 Days
400-C Technical Support	1 Senior Technician	3 Days
Warehouse Logistics Support	1 Technician	4 weeks

S.3 Software and Firmware License.

S.3.01 The Consultant grants to the County, and the County accepts a non-exclusive, non-transferable, license ("License") to use the Consultant software and firmware (collectively the "Software") provided by Consultant subject to the terms and conditions of this Agreement and

the terms and conditions of the Software License attached hereto as Exhibit 5.

S.3.02 EXCEPT FOR WARRANTIES EXPRESSLY SET FORTH IN THE TERMS AND CONDITIONS OF THE SOFTWARE LICENSE ATTACHED HERETO AS EXHIBIT 5, CONSULTANT DISCLAIMS ALL OTHER REPRESENTATIONS AND WARRANTIES, WHETHER WRITTEN, ORAL, EXPRESS, IMPLIED OR STATUTORY, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND ANY WARRANTY BASED ON A COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE.

S.3.03 Support and Response Time.

Except as otherwise provided in this Section S.3.03, in the event that the County detects any failure of the Software to operate properly according to the "Documentation," (an "error, defect or nonconformity"), or according to usage that has developed between the Consultant and the County, Consultant shall furnish complete off site telephone support in the form of consultations, assistance and advice on the use or maintenance of the Software, within four (4) hours of the County's written request for such support. In the event that an error, defect or nonconformity is not corrected within twenty four (24) hours of written notice of such request for support, the County shall submit to Consultant a listing of the output and all such other data which Consultant reasonably may request in order to reproduce operating conditions similar to those present when the error, defect or nonconformity was discovered. In the event that such problem is not corrected within two (2) working days after Consultant receives written notice from County listing output and other data, Consultant shall within the next twenty four (24) hours assign appropriate Consultant staff to provide Software support on site at the County's office. Consultant shall implement temporary workaround procedures and shall undertake good faith and diligent initiation and prosecution of corrective measures for all such errors, defects and nonconformities, and shall keep the County so apprised.

On each Election and for the 24-hour period immediately preceding each Election and for the 48-hour period immediately following each Election, Consultant shall provide within thirty (30) minutes of written notice, Software and database support personnel on-site in the County's office to provide assistance and advice on the use or maintenance of the Software. Consultant shall implement temporary workaround procedures and shall promptly undertake good faith and diligent initiation and prosecution of corrective measures for all errors, defects and nonconformities, and shall keep the County so apprised.

S.3.04 Software Support and Election Database Preparation.

(a) Election Production.

In sufficient time prior to conducting each Election, Consultant shall provide to the County all necessary computer and equipment programming, required for the use of Consultant-supplied software and hardware components including but not limited to all ballot definition and election databases, election tabulation coding, election night report design, and definition of all election specific data. Consultant shall prepare, supply and program the audio files necessary for HAVA and the Voting Rights Act of 1992 compliance using human voice audio files of quality equal to

the audio ballot directions files currently in use.

(b) Pre-Election Logic and Accuracy Testing.

In sufficient time prior to conducting each Election, Consultant shall provide the assistance necessary to assist and enable the County to conduct the Pre-LAT regimen including, but not limited to, vote simulations, results transmission to the HAAT Listener, and vote total reconciliation. Consultant shall also assist the County in developing equipment delivery and retrieval strategies, and the dry run testing of the WinEDS Tally Cluster, HAAT Listener, and associated voting equipment, including remote site and precinct transmission of results, high-speed ballot processing and network redundancy.

(c) Election Day.

Consultant shall, on the day of each Election, provide sufficient and appropriate on-site and other Support personnel and services for the County's Administrative headquarters, Call Center and Remote Distribution Centers. Consultant shall also provide the support necessary to assist and enable County to collect, tally, and report election results.

(d) Post-Election.

Consultant shall, following each Election, provide to the County sufficient and appropriate on-site Support necessary for County to complete: (i) the Post LAT, (ii) the official canvass and ballot reconciliation, report preparation and final certification, and (iii) all required software maintenance.

S.4 Equipment Service

S.4.01 Preventive Maintenance & Rework.

Consultant shall provide one (1) preventive maintenance inspection and general rework of all election Equipment during the term of this Agreement. Such inspection shall be conducted by Consultant's technicians at a mutually agreed time, date and location. If during this inspection Consultant's technicians determine that any Equipment part or component is defective or in need of replacement, Consultant shall replace the same to the extent required by the Equipment Warranty terms and conditions as defined in Exhibit 6 attached hereto.

S.4.02 Service Requests

(a) Primary Support. Service requests shall initially be made to any of the Consultant's on site staff as set forth in S.1.03, S.1.04 and S.1.05 above. Primary Support service requests will be responded to within thirty (30) minutes of the time of written notice of the service request.

(b) Secondary Support. If the service request cannot be promptly resolved by Primary Support, within 24 hours of written notice of the service request, Consultant shall provide either off site telephone support or dispatch to the County the support personnel necessary to resolve the

service request. Once initiated, Secondary Support personnel shall then commence and diligently prosecute efforts to resolve the service request and will continue such efforts until the service request has been resolved to the County's reasonable satisfaction. In the event of the inability of the Primary Support to satisfactorily resolve the service request, Consultant shall initiate Secondary Support as required herein. If the Consultant fails to provide either the Primary Support or Secondary Support as required herein or otherwise fails to provide Support to the County according to the terms of this Agreement, at County's request, Consultant agrees to replace all or some of the Consultant's on site staff as set forth in this Agreement.

S.4.03 Repair Parts.

(a) Consultant shall provide at its own cost, all repair parts required to maintain the Equipment in accordance with the Equipment Warranty terms and conditions of Exhibit 6 and the Service and Support provisions of this Agreement. Repair or replacement of parts because of normal wear-and-tear is governed by the Equipment Warranty terms and conditions of Exhibit 6.

(b) The maintenance required by S.4.01 shall include replacement of parts, including labor, performed by personnel as set forth in S.2.03, as necessary in order to comply with the Equipment Warranty terms and conditions of Exhibit 6 applicable to the Equipment requiring repair. All repair parts shall be furnished on an exchange basis and will be either new standard parts or used or reconditioned parts of equal quality to new parts. Parts removed from the equipment for replacement become the property of Consultant.

(c) Removal and replacement of defective components shall be done by the Consultant at the Consultant's expense. Defective parts will be replaced or repaired at Consultant's sole option.

(d) Consultant shall repair and return Equipment in time for use in the next election.

S.4.04 Maintenance Log.

Consultant shall maintain a maintenance and repair log for each incident of which Consultant received written notice from County, or which Consultant claims credit for under this Agreement, of the repair of an item of Equipment, the date, time, and duration of all maintenance work performed on Equipment by Consultant, and a description of the cause for the work, either by description of the error, defect or malfunction or as regular maintenance and diagnostic reports of correction, adjustments, or updates. This log shall be maintained on the County's server and shall be accessible to authorized County personnel at all times. In addition, the information in the log shall be aggregated into a management report which shall be provided on a monthly basis to the County.

S.5 Equipment and Software Training

S.5.01 Consultant agrees to provide and shall provide to designated County staff the hours of training listed in this Section S.5.01. Consultant and the County shall agree on the Consultant and County staff to provide and receive such training, the topics to be covered, and a schedule for such training.

Training	Calendar Year 2013
BPS	16 hours
WinEDS/Report Generation	24 hours
Preventative Maintenance	24 hours
Bridge	16 hours

Any training as to BPS, Bridge, WinEDS and Hardware Maintenance beyond the above schedule shall be billed and paid for on an hourly basis. As used in this section, an hour means one hour of training time.

S.6 Service Limitations

S.6.01 This Agreement covers all Equipment and Software warranties as specifically provided by in Exhibit 5 (Software License Terms and Conditions) and Exhibit 6 (Equipment Warranty Terms and Conditions).

S.7 Responsibilities of the County

S.7.01 The County shall notify the Consultant by written notice to its Project Manager immediately following the discovery of any error, defect or nonconformity in the Software. The period within which Consultant is obligated herein to provide Primary or Secondary Support shall not commence until such time as the Consultant receives the County's written notice of the error, defect or nonconformity.

S.7.02 The County, upon detection of any error, defect or nonconformity in the Software, shall, if requested to do so by the Consultant, promptly submit to the Consultant such data which Consultant reasonably requests in order for Consultant to reproduce operating conditions similar to those present when the error occurred or the defect or nonconformity was discovered, as the case may be.

S.7.03 The County shall promptly provide written notice to Consultant through its Project Manager of any material Equipment failure, by unit serial number and component, and thereafter allow Consultant full and free, yet appropriately supervised, access, at a time mutually agreeable to Consultant and the County, to said Equipment (and other necessary election data and election-related materials) required to repair the Equipment back to working condition. County will allow Consultant to use such machines, communications facilities, and other Equipment (except as normally supplied by Consultant), consistent with the County's normal business practices, at no charge, which, in the reasonable opinions of the County and Consultant, are necessary in order to enable Consultant to perform the Equipment and Software Services required pursuant to this Agreement. Except in an emergency, the County's representative(s) shall be on the premises during Consultant's performance of Equipment and Software Services.

EXHIBIT 2

Schedule of Compensation

SC.1.0 Charges and Payments

SC.1.01 During the Term of this Agreement, Consultant shall perform Consultant's obligations pursuant to this Agreement using the following categories of professional staff personnel for which the Consultant's hourly charges to County shall not exceed the rates below:

- (a) Senior Consultant Technical Staff: \$185.00 per hour
- (b) Midlevel Consultant Technical Staff: \$ 125.00 per hour
- (c) Software or Hardware Technicians: \$95.00 per hour.

SC.1.02 Invoices.

Services:

Consultant shall provide an invoice to the County in the following amounts for the support and maintenance services as described in this Agreement.

MILESTONES:	2013 Consolidated Primary Election	2013 Consolidated Election	TOTALS
Election Support			
Initiation Fee	\$ 30,000	\$ 90,000	\$ 120,000
WinEDS DB Turnover	\$ 15,000	\$ 45,000	\$ 60,000
Election Certification	\$ 45,000	\$ 100,000	\$ 145,000
SUB-TOTAL	\$ 90,000	\$ 235,000	\$ 325,000
Parts and Supplies (2013)	\$ 125,500	\$ 125,500	\$ 251,000
WinEDS Licensing	\$ 75,000		\$ 75,000
GRAND TOTAL			\$ 651,000.00

Parts & Supplies:

Consultant shall provide an invoice to the County referencing parts, supplies, quantities and price in their invoices for parts and supplies provided under this agreement.

SC.1.03 Total Payment. The total amount Consultant may be paid pursuant to this Agreement shall not exceed \$651,000.00

SC.2 Term and Option to Extend.

(a) The initial term of this Agreement shall expire on September 1, 2013. County shall have the option, effective as of the expiration date of this Agreement, to extend this Agreement for an additional year. This option is contingent upon the Parties having reached an agreement as to any and all amounts to be paid to Consultant under this Agreement, and Consultant having received full payment of the agreed amount.

(b) In the event the County exercises its option to extend this Agreement, the Parties shall negotiate in good faith the amounts to be paid to Consultant under the extension; however, in no event shall the amounts payable under the extended Agreement for the Services exceed one hundred ten (110%) percent of the amounts payable under this Agreement for the Services (including, without limitation, Services provided at an hourly rate).

EXHIBIT 3

Evidence of Insurance

EXHIBIT 4

Board Authorization

EXHIBIT 5

Software License Terms and Conditions

Definitions.

“Software” means software and firmware licensed by Consultant to the County hereunder, in object code form, including all documentation therefore.

“Specifications” means descriptions and data regarding the features, functions and performance of the Software, as set forth in user manuals or other applicable documentation provided by Consultant.

“Third-Party Products” means any software or hardware obtained from third-party manufacturers or distributors and provided by Consultant hereunder.

License Terms.

License to Software. Consultant grants County a non-exclusive, non-transferrable license to use the Software solely for the County’s own internal business purposes and solely in conjunction with the Software and Equipment. This License shall only be effective during the Term and cannot be transferred or sublicensed. This License includes the types and numbers of copies specified in Schedule A of the Software identified therein. The License shall not limit the number of persons who may utilize the software on behalf of the County.

Third-Party Products. When applicable, Consultant agrees to sublicense any software that constitutes or is contained in Third-Party Products, in object code form only, to County for use during the Agreement Term. This sublicense is conditioned on County’s continued compliance with the terms and conditions of the end-user licenses contained on or in the media on which such software is provided.

No Other Licenses. Other than as expressly set forth in this Agreement, (a) Consultant grants no licenses, expressly or by implication, and (b) Consultant’s entering into and performing the Agreement will not be deemed to license or assign any intellectual property rights of Consultant to County or any third party. Without limiting the foregoing sentence, County agrees not to use any Software as a service bureau for elections outside the County’s jurisdiction and agrees not to reverse engineer or otherwise attempt to derive the source code of any Software. The County shall have no power to transfer or grant sub-licenses for the Software. Any use of all or any portion of the Software not expressly permitted by the terms of this Agreement is strictly prohibited.

Upgrades and Certification. During the Term, Consultant may provide upgrades to County under the following terms and conditions.

3.1. Upgrades. In the event that Consultant, at its sole discretion, certifies a software upgrade under the applicable provisions of the election laws and regulations of the County’s State, Consultant shall make the certified software upgrade available to the County at no additional cost to the County.

3.2. Certification Requirement. Notwithstanding any other terms of this Agreement, Consultant shall not provide, and shall not be obligated to provide under this Agreement any upgrade, enhancement or other software update that has not been certified under the applicable provisions of the election laws and regulations of the County’s State.

Warranties. The following warranties will apply to all Software during the Term.

4.1. **Software.** Consultant warrants that during the Agreement Term, the Software will function substantially in accordance with the Specification. The foregoing warranty shall be void in the event of the Software (i) having been modified by any party other than Consultant or (ii) having been used by the County for purposes other than those for which the Software was designed by Consultant.

4.2. **Third-Party Products.** The warranties in this Sections 4 do not apply to any Third-Party Products. However, to the extent permitted by the manufacturers of Third-Party Products, Consultant shall pass through to County all warranties such manufacturers make to Consultant regarding the operation of such Third-Party Products.

4.3. **NO OTHER WARRANTIES.** CONSULTANT DISCLAIMS ALL OTHER REPRESENTATIONS AND WARRANTIES, WHETHER WRITTEN, ORAL, EXPRESS, IMPLIED OR STATUTORY, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND ANY WARRANTY BASED ON A COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE.

Confidential Information. County acknowledges that the Software and related documentation (collectively, the "Information") (i) constitutes confidential and proprietary trade secrets. , County therefore agrees, to the maximum extent permitted by law, to keep confidential and not to disclose any of the Information to any other person or entity, or use such Information for any purpose other than as expressly permitted by this Agreement. County shall limit disclosure to employees of County having a need to know to perform their duties to County. . County shall take any and all action necessary or appropriate to assert all applicable or potentially applicable exemptions from disclosure under the FOIA Statute. In the event County receives a request for Information under the FOIA Statute, County shall inform Consultant of such request within ten (10) days of County's knowledge. In the event County is nonetheless required by law to disclose any of the Information, County shall give written notice to Consultant at the earlier of (i) twenty (20) business days prior to disclosure or (ii) such longer period as may be required by applicable law.

Prohibited Acts. The County shall not, without the prior written permission of Consultant:

- 6.1. Transfer or copy onto any other storage device or hardware or otherwise copy the Software in whole or in part except for purposes of system backup;
- 6.2. Reverse engineer, disassemble, decompile, decipher or analyze the Software in whole or in part;
- 6.3. Alter or modify the Software in any way or prepare any derivative works of the Software or any part of parts of the Software;
- 6.4. Alter, remove or obstruct any copyright or proprietary notices from the Software, or fail to reproduce the same on any lawful copies of the Software.

Return of Software. Upon termination or expiration of this Agreement, County shall (i) forthwith return to Consultant all Software in its possession or control, or, if so requested by Consultant, destroy all such Software from any electronic media, and certify in writing to Consultant that it has been destroyed.

EXHIBIT 6

Equipment Warranty Terms and Conditions

Definitions.

1. "Equipment" means the voting system hardware as defined in Section 3.1 herein, including all documentation therefore.

"Specifications" means descriptions and data regarding the features, functions and performance of the Equipment, as set forth in user manuals or other applicable documentation provided by Consultant.

2. Scope of Service

2.1 Services. Consultant shall repair or replace the Equipment so that each item thereof operates in conformity in all material respects with its Specifications, so long as such Equipment is operated with its designated Software. If any Equipment items listed in Section 3.1 fails to operate in conformity with the Specifications during the Agreement term, Consultant shall fully repair or, at Consultant's sole option, replace the Equipment.

The following conditions apply to the Services:

2.1.1 The following services are among those not covered by this Agreement, but may be available at Consultant's current time and material rates:

- a. Replacement of consumable items including but not limited to batteries, paper rolls, ribbons, seals, smart cards, and removable memory devices, disks, etc.;
- b. Repair or replacement of Equipment damaged by of accident, disaster, theft, vandalism, neglect, abuse, or any improper usage;
- c. Repair or replacement of Equipment modified by any person other than those expressly authorized in writing by Consultant;
- d. Repair or replacement of Equipment products from which the serial numbers have been removed, defaced or changed.

3. Equipment Items

3.1 Equipment items covered under this warranty include the following:

3.1.1 Edge IIP

3.1.2 HAAT

3.1.3 Insight

3.1.4 400C Tabulator

EXHIBIT 6

Attachment 1
Parts and Supply Price List

Mfg P/N	SYS P/N	Description	Cost each
AM-300MOTO	10000019	Motor Set DC12V 178RPM	\$56.10
AM-37CBBT	30000025	3700 recharger seat for B04 version	\$2.15
AM-37COCAPANEL	30000026	COC external AC/Chain, UPS connector and charger board	\$58.41
AM-ABU-H	10000020	Ear phones	\$7.26
AM-BC32H002	10000021	APS Printer CP324HRS	\$429.00
AP-168LEDSET	30000027	Recharger LED combination machine board	\$7.10
AP-168SCV10	10000022	168 Smart card reader	\$34.65
AP-BPC191613	30000028	Battery charger circuit board	\$89.43
AP-DEAC013A	30000029	APS USB I/F+Rewinder C/B	\$47.85
AP-DEAC014A	30000030	APS Mini LED/Keyboard Rev.A	\$5.28
AP-MB-856A2E	30000031	Motherboard (Eden 1G CPU)	\$759.99
AP-P168AV20E3	30000099	168 Controller Board	\$55.44
AP-P168BV21	30000032	Handicap board	\$23.10
AP-P168DV20E3	30000033	Buttons convert board	\$7.26
AP-PM9036B	30000034	AMT 8&5 wire Touch controller	\$62.37
AP-TI1904YH	30000035	Inverter for 17" TFT LCD	\$27.72
BT-BPL160E	10000023	Aluminum Battery 160W	\$562.98
EP-CF-1G	10000024	CF CARD 1G	\$74.25
EP-SM-256M	10000025	256M SODIMM DDR RAM	\$129.03
FP-300CHUTE-C02	30000036	Lower Seat Ramp	\$8.25
FP-300KNOB	10000026	White Knob	\$4.12
FP-300TOP-C02	30000037	UTG300 Main lid (blue)	\$72.60
FP-3300HCOVL	30000038	LCD left side cover	\$6.93
FP-3300HCOVR	30000039	LCD right side cover	\$6.93
FP-3300HOCOV-C	30000040	Bottom maintenance cap (added printing)	\$33.33
FP-3300HOLD-C	30000041	LCD stand (changed PC material)	\$15.68
FP-3300MCOV	30000042	LCD Middle cover	\$10.89
FP-33BATS-C02	30000043	Battery separation board (added 1cm hole)	\$15.18
FP-33LCDPIN	10000027	Screen bolt	\$2.31
FP-3700PRCOV-C02	30000044	Printer front cover (plastic cover)	\$15.18
FP-3700SCOV-C02	30000045	Start switch flip cover	\$3.14
FP-3700TOP-C	30000046	White middle/bottom machine (added 2 BOSE)	\$111.87
FP-3700UCOV-C02	30000047	USB covering lid	\$3.80
FP-37BAT-1	30000048	Battery seal	\$5.45
FP-37BAT-5	10000028	Battery spring	\$0.33
FP-37BATCOV	30000049	Batter back cover	\$20.30
FP-37BATT9	10000029	Spring	\$0.83
FP-37CARDS	30000050	Crystal piece card entrance board	\$1.49
FP-37COVLB-C	30000051	Controller back cover	\$21.95
FP-37FLAPC-C02	30000052	Soft privacy flap (including 2 piece Velcro)	\$11.55
FP-37LCDCOV-C02	30000053	Privacy flap (aluminum)	\$57.00
FP-37LCDCOVL-C02	30000054	Privacy flap (left)	\$57.00
FP-511B	30000055	Printer LED cover	\$0.83
FP-511EC	30000056	Rewinder paper-retriever seat plastic holder	\$1.32
FP-511GMD	30000057	Rewinder Gearwheel	\$3.80
FP-511LE	10000030	Spring	\$0.50
FP-511S	10000031	Plastic paper-retriever sea	\$1.32
FP-FGCG2001	10000032	Plastic motor gear with clutch 20x20	\$8.58
FP-FOOT-44L	30000058	COC Yellow Leg Receptacle (Left Side)	\$4.29
FP-FOOT-44R	30000059	COC Yellow Leg Receptacle (Right Side)	\$4.29
FP-H209	10000033	Front Handle	\$7.10
FP-SIM-A	30000060	Latch	\$18.81
FP-SIM-T	30000061	Side Handle	\$5.61
FP-SW	30000062	TS Legs	\$165.00
FP-TL-A	30000063	Blue Extendable Luggage Carrier (Nylon + ABS)	\$78.30
GC-110V	10000034	110V Power Cable	\$5.94
GC-168CBATX	30000064	ATX machine board to electrical board connecting line	\$1.65
GC-168CBLED3	30000065	Power charger board to external LED panel Cable	\$3.63
GC-168COM	30000066	Jaritech controller board via COM Port Cable	\$4.13
GC-168HANDY2	30000067	Controller line	\$21.62
GC-168KBC	30000068	Jaritech controller board to K/B port including 12V	\$1.82
GC-168MDC	30000069	MDC Modem cable	\$2.31
GC-168PWLED	30000070	Power LED Cable	\$2.97
GC-168SCPA	30000071	168SC Board to P168A Cord Cable	\$2.31
GC-168SCRS	30000072	168SC Board via motherboard Cable	\$5.94

GC-168SPC	30000073	Jaritech controller board To Speaker	\$3.30
GC-168TP	30000074	Cable for Touch Controller	\$2.48
GC-168UTG-C	30000075	Interior USB Cable(including spring piece)	\$32.18
GC-300KB-A0	30000076	Printer To enter/exit paper K/B Cable	\$3.96
GC-37BS168D	30000077	Cable (JST 4 Pin TO 4 Pin)	\$5.78
GC-37GND-C	30000078	Panel to USB Grounding Cable	\$2.31
GC-37INV17-C	30000079	Jaritech controller board To Inverter	\$4.95
GC-37LVDS-C	30000080	17"LVDS TFT LCD Cable 20"	\$25.74
GC-37PWBUONV	30000081	AP-P168AV20E3 to AP-P168DV20E3	\$6.93
GC-37USB	30000082	USB connector switch line (turn from Mainboard to USB)	\$8.42
GC-ATX20PIN	30000083	ATX Power Cable 20PIN power line	\$3.80
GC-ML025-24D	30000084	UTG External Cable (USB+POWER)	\$28.05
GC-PM9026-C	30000085	Touch Controller To COM Port	\$10.23
GC-UTG300MOTO	30000086	Motor Cable	\$2.81
GC-UTG300PW-A0	30000087	Printer Power Cable	\$4.13
GC-UTG300USB-A0	30000088	Printer USB Cable	\$4.62
OE-37BAT-C02	30000089	Battery back lid anchoring battery foam (black)	\$2.97
OE-COCBOM	30000090	Bottom lid anchoring UTG foam	\$13.53
OF-3700-04	10000035	From FAN 5200 to SUNON KDE1204PKV3	\$16.34
TP-AMT9539	10000036	AMT 17" 8 line resister Touch Panel	\$317.70
TR-EA11603-COC	30000091	19V Power Adapter(Length 300mm)	\$108.90
VD-0077	10000007	Screw SPW M3x6L	\$0.10
VD-0103	10000039	Screws M2*5NI (including 2 piece SPW)	\$0.20
VD-0105	10000040	M2.5x5.0L Phillips screw	\$0.15
VD-0110	10000041	BMS Inner screws 1PW 6#x8	\$0.35
VD-P00C	10000042	C shaped buckle	\$0.30
VD-P00E	10000043	E shaped buckle M10(Black)	\$0.15
VD-S006	10000044	Exterior screws 6#9.5 Zinc	\$0.30
VD-S008	10000045	Nut 6#-32	\$0.20
VD-S010	10000046	Nut 6#x10 Zinc	\$0.15
VD-S012	10000047	Screw3.5x12 Zinc	\$0.15
VD-S015	10000048	Spring fasteners 6.5x12x2	\$0.15
VD-S024	10000049	Copper fasteners 13x17.5x0.8 thick	\$0.35
VD-S027	10000050	10#-32x32.75	\$0.35
VL-37SCARD	30000092	Maintenance card	\$0.67
WK-01S-CA40	30000093	168 L-shaped on/off button	\$35.48
WK-523G-350	30000094	3V LED green light key + line materials	\$5.94
WK-JS606-2L	30000095	Red POWER board switch + 300mm line materials	\$5.78
YM-M170EGO-00	10000084	17" LCD PANEL	\$660.00
ZB-SG3070	30000096	168 Speaker (including Cable)	\$6.93
	10000053	UTG300-58G-Paper Roll	\$3.50
	10000054	USB Stick 1GB, Ver B	\$100.00
	53032298	VVPAT Sleeve, Take-Up	\$1.00
096025401	96025401	Mechanism Card Ejection	\$62.97
TR-MO-150C	30000105	ATX Power Supply	\$198.00
FP-37Letch-C	30000101	Letch Metal Piece A Cover	\$2.31
FP-37Letch-C1	30000102	Letch Metal Piece B Cover	\$2.31
FP-KT-AONL	30000148	COC Black Leg Receptable Left Side	\$4.29
FP-KT-AONR	30000149	COC Black Leg Receptacle Right Side	\$4.29
FP-KT-A11B	30000113	White Clip for Power Panel	\$0.83
FP-37LCD FM-C	30000122	BRKT TFT LCD MTG/17IN Alum	\$52.31
FP-3300SWCOV	10000081	Screw Stopper	\$1.49
SO-12018428	10000219	Yellow Charging Cord 36"	\$9.74
FP-KT-AO2A	10000220	Black Rubber Feet	\$1.49
	30000152	Velcro Straps	\$2.75
VVPAT UTG300	30000135	Printer	\$450.00

Qty over 3000

HAAT

2010

MFG P/N	SVS P/N	Description	Cost Each
AM-32BSV10	30000000	HAAT Power switch	\$14.03
AM-IMPR-A1	30000001	IMPR Reader	\$165.00
AP-3200PWBE1	30000002	HAAT Power Charger Board	\$107.25
AP-3200V20	30000003	Function controller (3200)	\$75.08
AP-32PCMCIA-A1	30000004	PCMCIA Board	\$148.50
AP32SCV20	30000005	Smartcard Reader Board	\$29.70
AP-SBC87400-A1	30000006	HAAT 486 motherboard Rev:A1	\$808.50
BT-NP2.3-12	10000000	Battery	\$41.25
EP-CF-128M	10000001	CF Card 128MB	\$66.00
FP-3200BG	30000007	Hand Bag	\$115.50
FP-3200BTW	30000008	HAAT Top Cover	\$74.25
FP-32BMB	30000009	20*2 Antenna Lid	\$9.74
FP-8100HAAT-A1	30000010	HAAT Lower Cover (changed hole)	\$82.50
GC-110VS3P	10000002	110V Power cord	\$7.43
GC-32COMKB	30000011	AP-3200V10 To Main Board Cable	\$2.81
GC-32INPW	30000012	Power Board To Main Board	\$3.30
GC-32LED	30000013	AP-3200V10 To LEDS	\$8.25
GC-32PCI-1	30000014	PCI line (including extention to CDMA Data Cable)	\$9.41
GC-32PCI-2	30000015	PCI line	\$9.74
GC-32PWCT	30000016	Power Board To AP-3200V10	\$2.64
GC-32SC	30000017	AP-3200V10 To AP-32SCV10 Cable	\$2.81
GC-32USB	30000018	USB line	\$4.25
TR-EA10953	10000003	AC/DC power adaptor 90-264Vac to 19Vdc/4.7A	\$115.50
VD-0001	10000004	Phillips 3x6 black screws	\$0.10
VD-0008	10000005	Copper Pole 4#x5+7NI	\$1.16
VD-0027	10000006	Washer 3x5NI	\$0.10
VD-0077	10000007	Screw SPW M3x6L	\$0.10
VD-0098	10000008	PW 3.2*8*0.8NZ	\$0.10
VD-0099	10000009	Copper Pole M3 16x4	\$0.83
VD-0107	10000010	M3 Washer 3x12mm	\$0.30
VD-M1-5	10000011	E-Ring (M1-5)	\$0.15
WM-3200MEMB	30000019	Keypad	\$42.90
YC-G2406ASB	30000020	LCM With Cable	\$156.75
AM-305MRSH	30000021	APS Printer	\$412.50
GC-32PRTEX	30000022	HAAT Printer To Main Unit External Cable	\$17.33
GC-32PRTIN	30000023	HAAT Printer Internal Cable	\$11.39
HAAT 340	10000017	HAAT Paper Roll	\$2.75
520 K1001	10000018	Key #1001 Printer Compartment	\$1.00
AP-IMPRV20	30000154	IMPR Reader Board	\$66.00
IP-SM596-1	30000155	ICR Processor chip	\$5.78
AM-3200002-00	30000024	USB Lid Cover	\$9.80

Qty 3000 or greater

Insight and Insight Plus Parts & Supply

2010

Product Number	Description	Price Per Unit
46031816	Memorypack Complete	\$378.60
48032128	Ballot Box for Insight, Standard Black and Gray	\$1,350.00
96031773	Paper Roll Insight	\$3.84
13831974	Key, rear access door	\$5.00
13832216	Key, latch Insight Case	\$5.00
13830551	Key, Ballot Box, Insight, Standard	\$5.00
62028330	Moveable Edge Guide - Note: Sets Ballot Width	\$22.50
46032008	Readhead, Insight	\$567.00
48031776	Printer, Thermal, Insight	\$268.77
44031809	Printer Driver PCA	\$260.85
46029046	Keypad, Insight, Blue	\$67.50
46032788	Keypad, Insight, Red	\$67.50
46030151	Display, front, public counter (regular Insight)	\$143.22
46032717	Display, front, public counter, with LCD	\$275.00
44031777	CPU Assy, Regular Insight	\$641.97
44032733	CPU Assy, Insight Plus	\$750.00
60320630	IC, Dallas Semi, DS1225AD-85, SRAM	\$31.50
48030743	Power Supply, Insight	\$243.93
46031769	Paper Roll Keeper with Shaft	\$63.00
46031989	Assembly, Sense Switch, Mempack Door Microswitch	\$66.00
46032000	Modem Kit for Insight/Eagle	\$594.84
90010614	Pink, Anti-Static, Bubble Cushion, Zip Lock Bag	\$2.85
95231431	Ballot Extraction Tool, saw, Used to remove stuck ballots	\$12.00
46033202	Memorypack Slide Handle Repair Kit (Spacer, Nut, and Bolt)	\$6.00
44028359	Emitter (LED) PCA, ballot Path	\$25.00
44028377	Detector (sensor) PCA, straight header, ballot Path	\$25.00
44028537	Detector (sensor) PCA, Right Angle Header, ballot path	\$25.00
46031792	Case Top and Bottom Assembly	\$625.00
53028616	Magnetic Strip, Adhesive Back, to hold Move Edge Guide	\$3.00
40000001	Ballot, Test, Readhead Sensitivity (Rev A)	\$1.00
96530542	Ballot, Test, Readhead Alignment, 3 rules lines. Rev D	\$1.00
96333009	Ballot, Test, Readhead Horizontal test, Rev B	\$1.00
96330879	Ballot, Test, Readhead Vertical test, Rev A	\$1.00
96329938	Ballot Test Deck, 67 Card Count, Multi-colored 3wide, marked	\$41.00
96330602	(Single) Ballot, Demo, Non-Straight Part, 3wide, DS, not voted, Rev C	\$0.32
96329891	(Pack of 50) Ballot, Demo, Straight Party, 3wide, DS, not voted, Rev C	\$20.00
40000089	Plastic Ballot Box Bin - Large Bin & Lid	\$144.00
40000002	Plastic Ballot Box Bin - Large Bin Only	\$94.50
40000004	Plastic Ballot Box Bin - Small Bin Only	\$60.00

EXHIBIT 7

Economic Disclosure Pages

**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	Limited Liability Corporation Signature Page	EDS 15a/b/c
9	Corporation Signature Page	EDS 16a/b/c
10	Cook County Signature Page	EDS 17

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

This Economic Disclosure Statement and Execution Document ("EDS") is to be completed and executed by every Bidder on a County contract, every party responding to a Request for Proposals or Request for Qualifications ("Proposer"), and others as required by the 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, 9: 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; Section 8 is the form for a Limited Liability Corporation, and Section 9 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.

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.**

COOK COUNTY GOVERNMENT LETTER OF INTENT (SECTION 2)

M/WBE Firm: _____

Certifying Agency: _____

Address: _____

Certification Expiration Date: _____

City/State: _____ Zip _____

FEIN #: _____

Phone: _____ Fax: _____

Contact Person: _____

Email: _____

Contract #: _____

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

Subscribed and sworn before me

this ____ day of _____, 20____.

this ____ day of _____, 20____.

Notary Public _____

Notary Public _____

SEAL

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)** Please see attached letter

(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
_____	_____
_____	_____
_____	_____

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:

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 (EDS-8) and complete the following, based upon the definitions and other information included in such Affidavit.

4. REAL ESTATE OWNERSHIP DISCLOSURES.

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

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

PERMANENT INDEX NUMBER(S): _____

(ATTACH SHEET IF NECESSARY TO LIST ADDITIONAL INDEX NUMBERS)

OR:

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

5. EXCEPTIONS TO CERTIFICATIONS OR DISCLOSURES.

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

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

COOK COUNTY AFFIDAVIT OF CHILD SUPPORT OBLIGATIONS

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

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

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

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

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

Privilege Information:

County Privilege: _____
County Department: _____

Applicant Information:

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

Child Support Obligation Information:

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

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

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

Signature: _____ Date: _____

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

X _____
Notary Public Signature Notary Seal

Note: The above information is subject to verification prior to the award of the contract.

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 Dominion Voting Systems, Inc D/B/A: _____ EIN NO.: 27-0565149

Street Address: 1201 18th Street, Suite 210

City: Denver State: CO Zip Code: 80202

Phone No.: 720-257-5209

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
Dominion Voting Systems Corp.	215 Spadina Ave, Ste 200, Toronto, Ontario M5T 2C7	100%

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

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

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

Name	Address	Percentage of Beneficial Interest	Relationship
------	---------	-----------------------------------	--------------

Declaration (check the applicable box):

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

Michael Frontera	VP & General Counsel
_____ Name of Authorized Applicant/Holder Representative (please print or type)	_____ Title
_____ Signature	_____ Date
info@dominionvoting.com	720.257.5209
_____ E-mail address	_____ Phone Number

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

My commission expires:

X _____
Notary Public Signature

Notary Seal



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: _____ Title: _____

Business Entity Name: _____ Phone: _____

Business Entity Address: _____

_____ 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.

 X 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.

Owner/Employee's Signature

Date

Subscribe and sworn before me this _____ Day of _____, 20__

a Notary Public in and for _____ County

(Signature)

NOTARY PUBLIC
SEAL

My Commission expires _____

Completed forms must be filed within **30** 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 9)

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: Dominion Voting Systems, Inc.

BUSINESS ADDRESS: 1201 18th Street, Suite 210, Denver, CO 80202

BUSINESS TELEPHONE: 720-257-5209 FAX NUMBER: 303-291-3909

CONTACT PERSON: Tonya Rice

FEIN: 27-0565149 *IL CORPORATE FILE NUMBER: F 6725-319-1

LIST THE FOLLOWING CORPORATE OFFICERS:

PRESIDENT: John Poulos

VICE PRESIDENT: Michael Frontera
& General Counsel

SECRETARY: _____

TREASURER: _____

**SIGNATURE OF PRESIDENT:  _____

ATTEST:  _____ (CORPORATE SECRETARY)
(Vice President & General Counsel)

Subscribed and sworn to before me this

31st day of January, 2013.


Notary Public Signature

My commission expires: _____



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

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

COOK COUNTY SIGNATURE PAGE
(SECTION 10)

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

COOK COUNTY CHIEF PROCUREMENT OFFICER

DATED AT CHICAGO, ILLINOIS THIS 14 DAY OF February, 2013

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

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

12.45.035

OR

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

TOTAL AMOUNT OF CONTRACT: \$ 651,000
(DOLLARS AND CENTS)

FUND CHARGEABLE: _____

APPROVED BY BOARD OF
COOK COUNTY COMMISSIONERS

FEB 05 2013

COM _____

APPROVED AS TO FORM:

Not Required

ASSISTANT STATE'S ATTORNEY
(Required on contracts over \$1,000,000.00)