



CONTRACT FOR SERVICE

DOCUMENT NO. 12-90-441



**CONSOLIDATED HIGH VOLUME EQUIPMENT MAINTENANCE AND LEASING
FOR
COOK COUNTY BUREAU OF ADMINISTRATION**

WITH: XEROX CORPORATION

**BOARD OF COMMISSIONERS
COUNTY OF COOK
TONI PRECKWINKLE, PRESIDENT**

**ISSUED BY THE
OFFICE OF THE CHIEF PROCUREMENT OFFICER**

**APPROVED BY THE BOARD OF
COOK COUNTY COMMISSIONERS**

FEB 11 2013

COM _____

REQ# XXXXX

CONTRACT FOR SERVICE
PART I
AGREEMENT

THIS CONTRACT made and entered into by and between the County of Cook, a public body corporate of the State of Illinois, herein after the "County" and **Xerox Corporation**, herein after the "Contractor".

WHEREAS, the County is responsible for procuring goods for the **Cook County Bureau of Administration**, and the, herein after the "Using Department", which provides services to the residents of Cook County, Illinois; and

WHEREAS, the County has three (3) existing contracts with Contractor, which provides for maintenance and service on the Using Department's IGEN printer under Contact #10-45-2619; maintenance and support of the Using Department's owned printer hardware, supplies, and impression chargers under Contract 11-45-73; and lease of equipment, maintenance and support, supplies, and impression chargers for the County's MIS Department under Contract #12-84-177; and

WHEREAS, the above-referenced Contracts are intended to terminate upon execution of this Contract 12-90-441; and

WHEREAS, the County wishes to enter into this Contract 12-90-441 to provide for the consolidation of high volume equipment, maintenance, leasing, and supplies which will replace the above-referenced Contracts and further allow other County departments to purchase accessories from Attachment 2 Specialty Stock Price List attached hereto; and

WHEREAS, the Contractor is able and willing to provide such supplies and services, hereafter referred to as the "Deliverables" or "Contract Services" as may be required by the County upon the terms and pricing set forth herein; and

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

I. CONTRACT SERVICES

The Contractor agrees to provide the following Contract Services:

AS SET FORTH IN EXHIBIT "B"

II. CONTRACT PERIOD

This Contract shall be effective **March 1, 2013** after proper execution of the contract documents by the County ("Effective Date") and shall remain in effect through February 28, 2018.

III. PAYMENT

"Excluding any excess meter usage, in no case shall such charges exceed the amount of **\$2,713,770.00**. Invoices in triplicate on County Invoice Form 29A shall be submitted by the Contractor to the

Using Department when requesting payment. The County shall have the right to examine the books of the Contractor for the purpose of auditing the same with reference to all charges made to the County.

In the event the Contractor receives payment under the Contract, reimbursement for which is later disallowed by the County, the Contractor shall promptly refund the disallowed amount to the County on request

IV. GENERAL CONDITIONS

This Contract incorporates and is subject to the provisions attached hereto as Part II, General Conditions, and is incorporated herein by this reference.

V. CONTRACT DOCUMENTS AND ORDER OF PRECEDENCE

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

The Order of Precedence is as follows:

1. Part I, Agreement
2. Part II, General Terms and Conditions
3. Exhibit A, Pricing Proposal
 - a. Attachment 1-Pricing Schedule
 - b. Attachment 2-Specialty Stock Price List
 - c. Attachment 3-Early Termination Costs
4. Exhibit B, Statement of Work
5. Exhibit C, Xerox Services and Solutions Agreement
6. Exhibit D, Cook County Board Approval Letter
7. Exhibit E, Cook County Travel Policy
8. Exhibit F, Economic Disclosure Statement/Execution Pages

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

SPECIFICATIONS AND AGREEMENT

The undersigned declares that he has carefully examined the Agreement Form, General and Special Conditions and Specifications identified as Contract Document Number 12-90-441 for Consolidated High Volume Equipment Maintenance and Leasing for the Bureau of Administration, as prepared by Cook County and that he has familiarized himself with all of the conditions under which it must be carried out and understands that by this agreement he waives all right to plead any misunderstanding regarding the same.

<u>ITEM NO.</u>	<u>UNIT OF MEASURE</u>	<u>QTY.</u>	<u>DESCRIPTION</u>
1.	YEAR	5	<p>CONSOLIDATED HIGH VOLUME EQUIPMENT MAINTENANCE AND LEASING AS PER EXHIBITS A, B, and C.</p> <p><u>\$ 521,654/ YEAR</u> <u>\$ 2,608,270.00/ TOTAL</u></p>
2.	YEAR	5	<p>SPECIALITY STOCK AS PER EXHIBITS A, ATTACHMENT 2.</p> <p><u>\$ 20,000.00/ YEAR</u> <u>\$ 100,000.00/ TOTAL</u></p>
3.	YEAR	5	<p>RELOCATION OF EQUIPMENT AS NEEDED UPON REQUEST</p> <p><u>\$ 1,100.00/ YEAR</u> <u>\$ 5,500.00/ TOTAL</u></p>
			<u>GRAND TOTAL:\$ 2,713,770.00</u>

**GENERAL CONDITIONS
SUPPLY/SERVICE**

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**GENERAL CONDITIONS
SUPPLY/SERVICE**

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GC-01 SUBCONTRACTING OR ASSIGNMENT OF CONTRACT OR CONTRACT FUNDS

Excluding the assignment to a parent, subsidiary, or affiliate for the purpose of securitizing, monetization, or factoring, this Contract shall not be subcontracted or assigned, in whole or in part, without the advance written approval of the Chief Procurement Officer, which approval shall be granted or withheld at the sole discretion of the Chief Procurement Officer. In no case, however, shall such approval relieve the Contractor from its obligations or change the terms of the Contract. The Contractor shall not transfer or assign any Contract funds or any interest therein due or to become due without the advance written approval of the Chief Procurement Officer. The unauthorized subcontracting or assignment of the Contract, in whole or in part, or the unauthorized transfer or assignment of any Contract funds, either in whole or in part, or any interest therein, which shall be due or are to become due the Contractor shall have no effect on the County and are null and void.

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

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

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

GC-02 PERSONNEL

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

GC-03 INSURANCE REQUIREMENTS

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

Insurance Requirements of the Contractor

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

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

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

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

1. Coverages

(a) Workers Compensation Insurance

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

The Workers Compensation policy shall also include the following provisions:

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

GC-03 INSURANCE REQUIREMENTS (CON'T.)

(b) **Commercial General Liability Insurance**

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

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

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

(c) **Comprehensive Automobile Liability Insurance**

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

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

(d) **Umbrella/Excess Liability Insurance**

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

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

2. Additional requirements

(a) **Additional Insured**

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

(b) **Qualification of Insurers**

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

GC-03 INSURANCE REQUIREMENTS (CONT.)

(c) Insurance Notices

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

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

GC-04 INSPECTION AND RESPONSIBILITY

Unless the Lease is preceded by a Trial order, the equipment will be deemed accepted on the equipment's installation date, which is the date Xerox determines the equipment to be operating satisfactorily, as demonstrated by the successful completion of diagnostic routines, and is available for the County's use. At any and at all times during the term of the Contract and at any location where the Contract is performed, the County shall have a right to inspect any Deliverables provided in carrying out this Contract. The Contractor shall be solely responsible for the quality and standards of all Deliverables furnished under this Contract. Deliverables may be rejected by the Chief Procurement Officer and/or the Director of the Using Department if they fail to meet Contract requirements or are provided in a manner which does not meet Contract requirements. In the event of such rejection, Deliverables shall be replaced and/or re-performed by the Contractor promptly and at no additional cost to the County. Any Deliverables rejected shall be removed within a reasonable time from the premises of the County at the entire expense of the Contractor, after notice has been given by the County to the Contractor that such Deliverables have been rejected.

GC-05 INDEMNIFICATION

The Contractor covenants and agrees to indemnify and save harmless the County and its commissioners, officials, employees, agents and representatives, and their respective heirs, successors and assigns, from and against any and all costs, expenses, attorney's fees, losses, damages and liabilities incurred or suffered directly or indirectly from or attributable to any third party claims arising out of or incident to the performance or nonperformance of the Contract by the Contractor, or the acts or omissions of the officers, agents, employees, contractors, subcontractors, licensees or invitees of the Contractor. The Contractor expressly understands and agrees that any Performance Bond or insurance protection required of the Contractor, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify the County as hereinabove provided. Notwithstanding the foregoing, this GC-05 indemnification provision does not apply to any negligent or willful act on the part of the County, its officers, employees, volunteers, or agents, or the negligent or willful acts of any party other than a Contractor officer, employee, or agent.

GC-06 PAYMENT

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

GC-07 PREPAID FEES

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

GC-08 TAXES

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

GC-09 PRICE REDUCTION

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

GC-10 CONTRACTOR CREDITS

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

GC-11 DISPUTES

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

GC-12 DEFAULT

Contractor shall be in default hereunder in the event of a material breach by Contractor of any term or condition of this Contract including, but not limited to, a representation or warranty, where Contractor has failed to cure such breach within thirty (30) days after written notice of breach is given to Contractor by the County, setting forth the specific nature of such breach.

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

County shall be in default hereunder if any material breach of the Contract by County occurs which is not cured by the County within thirty (30) days after written notice has been given by Contractor to the County, setting forth the nature of such breach.

GC-13 COUNTY'S REMEDIES

If the Contractor fails to remedy a material breach during the thirty (30) day cure period pursuant to General Condition GC-12, Default (1) the County reserves the right to withhold payments otherwise owed to Contractor until such time as Contractor has cured the breach or (2) the County may terminate the affected equipment. If Contractor commits two subsequent material breaches within a twelve month period or expresses an unwillingness or inability to continue performing the Contract in accordance with its terms, the County shall have the right to terminate this Contract upon written notice to the Contractor which shall set forth the effective date of such termination.

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

GC-14 CONTRACTOR'S REMEDIES

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

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

GC-15 DELAYS

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

GC-16 MODIFICATIONS AND AMENDMENTS

The parties may during the term of the Contract make modifications and amendments to the Contract but only as provided in this section. Such modifications and amendments shall only be made by mutual agreement in writing.

The Chief Procurement Officer shall have the authority to execute amendments to contracts in an amount less than \$150,000.00, provided that any such amendment does not extend the Contract by more than one (1) year. However, Board approval shall be required for any procurement of the same or similar supplies, goods, equipment or services which would result in the aggregate amount of such procurements from the same Contractor by the same Using Department is equal to or exceeds \$150,000.00 in any fiscal year. The "amount" of a Contract shall mean the maximum amount payable under such Contract.

No person has the power or authority to approve, authorize or execute an amendment to the Contract in the amount of \$150,000.00 or more without approval of the County Board.

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

GC-17 PATENTS, COPYRIGHTS AND LICENSES

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

Contractor agrees to hold harmless and indemnify the County, its officers, agents, employees and affiliates from and defend, at its own expense (including reasonable attorneys', accountants' and consultants' fees), any suit or proceeding brought by a third party against County based upon a claim that the ownership and/or use of equipment, hardware and software or any part thereof provided to the County or utilized in performing Contractor's services constitutes an infringement of any patent, copyright or license or any other property right. This indemnification excludes any infringement caused by complying with the County's requirement to use, or the County's use of, the Contractor-branded/supplied equipment with equipment or software not provided by Contractor.

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

GC-18 COMPLIANCE WITH THE LAWS

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

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

GC-19 MINORITY AND WOMEN BUSINESS ENTERPRISES

COOK COUNTY ORDINANCE CHAPTER 10-43.7 PROFESSIONAL AND CONSULTING SERVICE AND SOLE SOURCE

I. **POLICY AND GOALS**

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

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

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

II. **REQUIRED SUBMITTALS**

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

A. **MBE/WBE Participation Documentation**

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

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

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

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

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

B. Use of MBE/WBE Professionals

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

C. Affirmative Action Plan

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

III. NON-COMPLIANCE

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

IV. REPORTING/RECORD KEEPING REQUIREMENTS

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

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

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

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

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

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

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

V. **EQUAL EMPLOYMENT OPPORTUNITY**

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

Any questions regarding this document should be directed to:

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

GC-20 **MATERIAL DATA SAFETY SHEET**

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

GC-21 **CONDUCT OF THE CONTRACTOR**

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

GC-22 ACCIDENT REPORTS

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

GC-23 USE OF COUNTY PREMISES AND RESOURCES

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

GC-24 TERMINATION FOR CONVENIENCE; EARLY TERMINATION COSTS

The County may terminate this Contract, or any portion, after the expiration of the first twenty-four-months of the Contract for its convenience by notice in writing from the County to the Contractor without any penalties, ETC's as defined in Exhibit C, or damages. Unless otherwise provided herein, the effective date of the County's termination for convenience shall be twenty (20) business days after the date the notice of termination is mailed by the County. If the County elects to terminate the Contract in full, unless otherwise specified in the notice of termination, the Contractor shall cease performance and shall promptly tender to the County all Deliverables, whether completed or in process. If the County elects to terminate the Contract in part, unless otherwise specified in the notice of partial termination, the Contractor shall cease performance of those portions of the Contract which are terminated and shall promptly tender to the County all Deliverables relating to said portions of the Contract, whether completed or in process. Contractor shall refrain from incurring any further costs with respect to portions of the Contract which are terminated except as specifically approved by the Chief Procurement Officer.

In the event that (a) the County terminates the contract for convenience prior to the expiration of the first twenty-four (24) months, or (b) the Contractor terminates this Contract due to the County's failure to cure default, prior to the expiration of the first twenty-four (24) months, the County shall pay ETC's in accordance with the amounts set forth in Attachment 3 - Early Termination Costs. Attachment 3 sets forth the maximum cancellation cost that the County has agreed to pay the Contractor. In the event any of the Equipment listed in Attachment 3 is terminated by the County within the first twenty-four (24) months of the Contract, the ETCs shall be equal to the applicable Monthly Equipment Termination Charge of the cancelled equipment multiplied by the number of months remaining in the equipment's initial 24 month Agreement term..

Notwithstanding the foregoing, under no circumstances shall the County be liable to the Contractor for any penalties, ETC's as defined in Exhibit C, or damages related to (a) cancellation of maintenance or service on equipment or (b) in the event the Contract is terminated by the County as a result of Contractor's failure to cure default or in the event of a non-appropriation of funds by the Cook County Board of Commissioners.

Non Appropriation. This Contract is subject to County Board's approval of appropriations for the subject contract. In the event funds are not appropriated by the County Board this Contract shall be cancelled without penalty to, or further payment being required by the County. The County shall give the Contractor notice of failure of funding as soon as practicable after the County Board's non-appropriation decision.. The Contract

shall terminate within 30 days of the Board's notice to the Contractor of lack of appropriated funds.

GC-25 GENERAL NOTICE

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

TO THE COUNTY:

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

TO THE CONTRACTOR:

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

GC-26 GUARANTEES AND WARRANTIES

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

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

GC-27 STANDARD OF DELIVERABLES

Except as may be expressly stated in the Special Conditions or Specifications of this Contract, only newly manufactured, originally manufactured Deliverables will be accepted by the County. The County will not accept any Deliverables that have been refurbished, rebuilt, restored or renovated in any manner. In addition, experimental materials will not be acceptable. Deliverables not produced by regular production methods and/or which have not been offered for sale to the public through accepted industry trade channels for a reasonable period of time prior to the commencement of the Contract will be considered experimental. . Notwithstanding the foregoing, Contractor can use recycled parts when repairing the equipment, providing the parts are tested to new parts standards and carry the same warranty as new parts.

GC-28 DELIVERY

All Deliverables shipped to the County shall be shipped F.O.B., DESTINATION, FREIGHT PREPAID. The Contractor's price shall include the cost of the equipment's inside delivery and removal. Contractor is to advise the County of any unique rigging charges prior to performing the service. Arrangements shall be made in advance by the Contractor in order that the County may arrange for receipt of the materials.

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

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

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

GC-29 QUANTITIES

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

GC-30 CONTRACT INTERPRETATION

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

GC-31 CONFIDENTIALITY AND OWNERSHIP OF DOCUMENTS

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

All documents, data, studies, reports, work product or product created as a result of the performance of the Contract (the "Documents") shall be included in the Deliverables and shall be the property of the County of Cook. It shall be a breach of this Contract for the Contractor to reproduce or use any documents, data, studies, reports, work product or product obtained from the County of Cook or any Documents created hereby, whether such reproduction or use is for Contractor's own purposes or for those of any third party without the County's prior approval. . During the performance of the Contract Contractor shall be responsible of any loss or damage to the Documents while they are in Contractor's possession, and any such loss or damage shall be restored at the expense of the Contractor. The County and its designees shall be afforded full access to the Documents and the work at all times. The parties do not anticipate the development of any customized products or programming in connection with the services provided under this Contract. Notwithstanding the foregoing, any products or programming in connection with the services provided under this Contract shall remain the property of Contractor, unless the County specifically contracts with and compensates Contractor to develop products or programs for the exclusive use of the County. Contractor agrees to grant the County a non-exclusive, non-transferable, perpetual right to use any programs created by Contractor

GC-32 GOVERNING LAW

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

GC-33 AUDIT; EXAMINATION OF RECORDS

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

The Contractor further agrees that it shall include in all of its subcontracts hereunder a provision to the effect that the subcontractor agrees that the Cook County Auditor or any of its duly authorized representatives shall, until expiration of three (3) years after final payment under the subcontract, have access and the right to examine any books, documents, papers, canceled checks, bank statements, purveyor's and other invoices and records of such subcontractor involving transactions relating to the subcontract, or to such subcontractor's compliance with any term, condition or provision thereunder or under the Contract. Notwithstanding the foregoing, nothing contained in this Section shall be deemed to require the disclosure by Contractor of proprietary and/or Confidential information regarding Contractor's business.

In the event the Contractor receives payment under the Contract, reimbursement for which is later disallowed by the County, the Contractor shall promptly refund the disallowed amount to the County on request, or at the County's option, the County may credit the amount disallowed from the next payment due or to become due to the Contractor under any contract with the County. Notwithstanding the foregoing, nothing contained in this Section shall be deemed to require the disclosure by Contractor of proprietary and/or Confidential information regarding Contractor's business.

To the extent this Contract pertains to Deliverables which may be reimbursable under the Medicaid or Medicare Programs, Contractor shall retain and make available upon request, for a period of four (4) years after furnishing services pursuant to this Agreement, the contract, books, documents and records which are necessary to certify the nature and extent of the costs of such services if requested by the Secretary of Health and Human Services or the Comptroller General of the United States or any of their duly authorized representatives. If Contractor carries out any of its duties under the Agreement through a subcontract with a related organization involving a value of cost of \$10,000.00 or more over a 12 month period, Contractor will cause such subcontract to contain a clause to the effect that, until the expiration of four years after the furnishing of any service pursuant to said subcontract, the related organization will make available upon request of the Secretary of Health and Human Services or the Comptroller General of the United States or any of their duly authorized representatives, copies of said subcontract and any books, documents, records and other data of said related organization that are necessary to certify the nature and extent of such costs. This paragraph relating to the retention and production of documents is included because of possible application of Section 1861(v)(1)(I) of the Social Security Act to this Agreement; if this Section should be found to be inapplicable, then this paragraph shall be deemed inoperative and without force and effect.

GC-34 WAIVER

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

GC-35 ENTIRE CONTRACT

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

GC-36 FORCE MAJEURE OR UNAVOIDABLE DELAYS

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

GC-37 INDEPENDENT CONTRACTOR STATUS; NO THIRD PARTY BENEFICIARIES

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

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

GC-38 GOVERNMENTAL JOINT PURCHASING AGREEMENT

Pursuant to Section 4 of the Illinois Governmental Joint Purchasing Act (30 ILCS 525) and the Joint Purchase Agreement approved by the Cook County Board of Commissioners (April 9, 1965), other units of government may purchase goods or services under this contract.

GC-39 COOPERATIVE PURCHASING

As permitted by the County of Cook, other government entities may wish to also participate under the same terms and conditions contained in this contract (piggyback). Each entity wishing to piggyback must have prior authorization from the County of Cook and vendor. If such participation is authorized, all purchase orders will be issued directly from and shipped directly to the entity requiring supplies/services. The County shall not be held responsible for any orders placed, deliveries made or payment for supplies/services ordered by these entities. Each entity reserves the right to determine their participation in this contract.

GC-40 COOPERATION WITH INSPECTOR GENERAL

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

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

GC-41 FEDERAL CLAUSES

[Intentionally Omitted]. The Parties understand and agree that no federal funds will be expended by the County to fulfill its payment obligations under this Contract 12-90-441.

END OF SECTION

CONTRACT NO. 12-90-441

EXHIBIT A

PRICING PROPOSAL

Attachments:

- Attachment 1 Pricing Schedule
- Attachment 2 Specialty Stock Price List
- Attachment 3: Early Termination Costs

ATTACHMENT I
PRICING SCHEDULE

Xerox High Volume Print Equipment Consolidated Contract Summary - January 2013

60 Month Contract

	Current FY2012 Annual Cost	Proposed FY2013 Annual Cost	Difference
MIS High Speed Printers	\$555,521	\$303,641	(\$251,880)
BOA Equipment	\$266,262	\$218,014	(\$48,248)
Specialty Stock	\$20,000	\$20,000	NA
Future Equipment Relocation	\$0	\$1,100	\$1,100
Total	\$841,783	\$542,754	(\$299,028)

5 Year Savings	(\$1,495,141)
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MIS Xerox High Speed Printers Cost Analysis

MIS High Speed Printers - CURRENT

	Monthly Lease Cost	Maintenance Base Charge	Lease + Base	Mono Monthly Impressions Included	Mono Average Monthly Volume	Mono Average Monthly Billable Impressions	Mono Overage Charge per Impression	Average Mono Monthly Overage Charge	Total Monthly Cost	Total Annual Cost
DPI180 MIS (YET000593)	\$ 8,855	\$ -	\$ 8,855	200,000	302,958	102,958	\$ 0.0054	\$ 556	\$ 9,411	\$ 112,932
DPI180 MIS (YET000600)	\$ 8,855	\$ -	\$ 8,855	200,000	677,623	477,623	\$ 0.0054	\$ 2,579	\$ 11,434	\$ 137,210
DPI180 MIS (YET000597)	\$ 8,855	\$ -	\$ 8,855	200,000	671,322	471,322	\$ 0.0054	\$ 2,545	\$ 11,400	\$ 136,802
DPI180 MIS (YET000604)	\$ 8,855	\$ -	\$ 8,855	200,000	355,769	155,769	\$ 0.0054	\$ 841	\$ 9,696	\$ 116,354
DP180 Controllers (4)	\$ 4,352	\$ -	\$ 4,352						\$ 4,352	\$ 52,224
Total	\$ 39,772		\$ 39,772	800,000	2,007,672	1,207,672		\$ 6,521	\$ 46,293	\$ 555,521

MIS High Speed Printers - PROPOSED 60 month

	Monthly Equipment Charge	Maintenance Base Charge	Monthly Equipment Charge plus base	Mono Monthly Impressions Included	Mono Average Monthly Volume	Mono Average Monthly Billable Impressions	Mono Overage Charge per Impression	Average Mono Monthly Overage Charge	Total Monthly Cost	Total Annual Cost
DPI180 MIS (YET000593)	\$ 3,642		\$ 3,642	300,000	974,280	674,280	\$ 0.0061	\$ 4,113	\$ 7,755	\$ 93,056
DPI180 MIS (YET000600)	\$ 3,642		\$ 3,642	300,000	1,033,392	733,392	\$ 0.0061	\$ 4,474	\$ 8,115	\$ 97,383
DPI180 MIS (YET000597)	\$ 3,642		\$ 3,642	300,000					\$ 3,642	\$ 43,699
DPI180 MIS (YET000604)	\$ 3,030		\$ 3,030	200,000					\$ 3,030	\$ 36,359
DP180 Controllers (4)	\$ 2,762		\$ 2,762						\$ 2,762	\$ 33,144
Total	\$ 16,717		\$ 16,717	1,100,000	2,007,672	1,407,672		\$ 8,587	\$ 25,303	\$ 303,641

BOA Xerox Equipment Cost Analysis

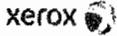
BOA Equipment - CURRENT

	Monthly Lease Cost	Maintenance Base Charge	Lease + Base	Mono Monthly Impressions Included	Mono Average Monthly Volume	Mono Average Monthly Billable Impressions	Mono Overage Charge per Impression	Average Mono Monthly Overage Charge	Color Monthly Impressions Included	Color Average Monthly Volume	Color Average Monthly Billable Impressions	Color Overage Charge per Impression	Average Color Monthly Overage Charge	Total Overage Charge (Mono + Color)	Total Monthly Cost	Total Annual Cost
3252 (RDP331073)	\$ -	\$ -	\$ -	0	358	358	\$ 0.0138	\$ -	0	3,431	3,431	\$ 0.0839	\$ 288	\$ 293	\$ -	\$ 3,514
6180 (8VB09434)	\$ -	\$ 8,065	\$ 8,065	400,000	366,000	0	\$ 0.0105	\$ -	-	-	-	-	-	\$ 8,065	\$ 8,065	\$ 96,780
Controller (R91103295)	\$ -	\$ 229	\$ 229	229	344	344	\$ -	\$ -	-	-	-	-	-	\$ 229	\$ 229	\$ 2,748
Digipath Scanner (RD930994)	\$ -	\$ 344	\$ 344	344	344	344	\$ -	\$ -	-	-	-	-	-	\$ 344	\$ 344	\$ 4,128
Squarefold Bookmaker (H8E001512)	\$ -	\$ 522	\$ 522	522	522	522	\$ -	\$ -	-	-	-	-	-	\$ 522	\$ 522	\$ 6,264
Digipath PC (PUW785877)	\$ -	\$ 38	\$ 38	38	38	38	\$ -	\$ -	-	-	-	-	-	\$ 38	\$ 38	\$ 456
IGEN (purchased)	\$ -	\$ 8,200	\$ 8,200	0	5,441	5,441	\$ 0.0049	\$ 27	150,000	106,857	0	\$ 0.0410	\$ -	\$ 27	\$ 8,227	\$ 98,720
6115 (H2L112836)	\$ -	\$ 788	\$ 788	0	200,000	0	\$ 0.0086	\$ -	-	-	-	-	-	\$ 788	\$ 788	\$ 9,456
Controller (6115)	\$ -	\$ -	\$ -	500,000	275,000	0	\$ 0.0064	\$ -	-	-	-	-	-	\$ -	\$ -	\$ -
120 (KRC554458)	\$ -	\$ 3,683	\$ 3,683	900,000	846,799	5,799	\$ -	\$ 32	156,000	110,258	3,431	\$ -	\$ 288	\$ 3,683	\$ 44,196	
Total	\$ -	\$ 21,869	\$ 21,869	900,000	846,799	5,799	\$ -	\$ 32	156,000	110,258	3,431	\$ -	\$ 288	\$ 21,888	\$ 22,188	\$ 266,262

BOA Equipment - PROPOSED - 60 months

	Monthly Lease Cost	Maintenance Base Charge	Lease + Base	Mono Monthly Impressions Included	Mono Average Monthly Volume	Mono Average Monthly Billable Impressions	Mono Overage Charge per Impression	Average Mono Monthly Overage Charge	Color Monthly Impressions Included	Color Average Monthly Volume	Color Average Monthly Billable Impressions	Color Overage Charge per Impression	Average Color Monthly Overage Charge	Total Overage Charge (Mono + Color)	Total Monthly Cost	Total Annual Cost
3252 (RDP331073)	\$ -	\$ -	\$ -	0	358	358	\$ 0.0138	\$ -	0	3,431	3,431	\$ 0.0839	\$ 288	\$ 293	\$ -	\$ 3,514
6180 (8VB09434)	\$ -	\$ 1,825	\$ 1,825	200,000	448,024	358	\$ 0.0059	\$ 1,463	-	-	-	-	-	\$ 1,463	\$ 1,463	\$ 17,556
Controller (R91103295)	\$ 651	\$ -	\$ 651	651	651	651	\$ -	\$ -	-	-	-	-	-	\$ 651	\$ 651	\$ 7,812
Digipath Scanner (RD930994)	\$ -	\$ 410	\$ 410	410	410	410	\$ -	\$ -	-	-	-	-	-	\$ 410	\$ 410	\$ 4,920
Squarefold Bookmaker (H8E001512)	\$ -	\$ 847	\$ 847	847	847	847	\$ -	\$ -	-	-	-	-	-	\$ 847	\$ 847	\$ 10,164
Digipath PC (PUW785877)	\$ -	\$ 8,200	\$ 8,200	0	5,441	5,441	\$ 0.0049	\$ 27	150,000	106,857	0	\$ 0.0410	\$ -	\$ 27	\$ 8,227	\$ 98,720
IGEN (purchased)	\$ -	\$ 1,787	\$ 1,787	250,000	134,621	1,787	\$ 0.0059	\$ -	-	-	-	-	-	\$ -	\$ -	\$ -
6115 (H2L112836)	\$ -	\$ 1,787	\$ 1,787	250,000	134,621	1,787	\$ 0.0059	\$ -	-	-	-	-	-	\$ -	\$ -	\$ -
Controller (6115)	\$ -	\$ 1,648	\$ 1,648	200,000	264,915	383	\$ 0.0059	\$ 383	-	-	-	-	-	\$ 383	\$ 383	\$ 4,600
120 (KRC554458)	\$ -	\$ 13,870	\$ 13,870	650,000	853,359	5,799	\$ -	\$ 1,878	150,000	110,288	3,431	\$ -	\$ 288	\$ 2,166	\$ 21,031	\$ 24,377
Total	\$ 2,132	\$ 13,870	\$ 16,002	650,000	853,359	5,799	\$ -	\$ 1,878	150,000	110,288	3,431	\$ -	\$ 288	\$ 14,168	\$ 14,168	\$ 178,014

ATTACHMENT 2
SPECIALTY STOCK PRICE LIST



Price Effective for Cook County firm for orders placed beginning March 1, 2013 Through August 31, 2013
 Thereafter, prices are subject to an escalator of 5% per quarter if there is an increase from the mill. All subsequent price lists must be approved by the GPO.

Description	Reorder Number	Sheets/ Carton	Cartons/ Pallet	Cartons / Order Price / Carton		
				1-4	5-39	40+
Digital Synthetic Papers						
Polyester Papers						
Polyester Paper 4.7 mil - 8.5 x 11	3R12363	100	700		\$30.55	
Polyester Paper 4.7 mil - 8.5 x 11 3HD	3R12364	100	700		\$32.41	
Polyester Paper 4.7 mil - 11 x 17	3R12365	100	350		\$87.41	
Polyester Paper 3.7 mil - 8.5 x 11	3R12414	100	700		\$29.43	
Polyester Paper 18x12 7.7 mil (MAX ORDER QUANTITY - 9 CTNS)	3R12492	50	240		\$114.31	
Polyester Paper 18x12 10.7 mil (MAX ORDER QUANTITY - 9 CTNS)	3R12493	50	240		\$143.92	
Polyester Paper 18x12 14 mil (MAX ORDER QUANTITY - 9 CTNS)	3R12494	50	180		\$173.60	
Polyester Paper 18x12 7.7 mil (MAX ORDER QUANTITY - 24 CTNS)	3R12495	250	64		\$243.46	
Polyester Paper 18x12 10.7 mil (MAX ORDER QUANTITY - 24 CTNS)	3R12496	250	48		\$315.35	
Polyester Paper 18x12 14 mil (MAX ORDER QUANTITY - 24 CTNS)	3R12497	200	48		\$318.67	
DuraPaper						
Durapaper - 8.5 x 11 10 mil	3R12064	100	480		\$37.69	
Durapaper - 11 x 17 10 mil	3R12063	100	240		\$83.70	
Durable Pressure Sensitive Labels and Signage						
Premium Never Tear Label Solutions ***NEW						
White Matte Poly label w/Low Tack adh w/Polyester Liner 8.5"x11" sheet (MAX ORDER QUANTITY - 24 CTNS)	3R14608	100	300		\$84.78	
White Matte Poly label w/Low Tack adh w/ Polyester Liner 8.5"x11" sheet (MAX ORDER QUANTITY - 24 CTNS)	3R14609	500	60		\$336.00	
White Matte Poly label w/Low Tack adh w/ Polyester Liner 12"x18" sheet (MAX ORDER QUANTITY - 24 CTNS)	3R14610	50	300		\$94.11	
Clear Gloss Poly label w/Low Tack adh w/ Polyester Liner 8.5"x11" sheet (MAX ORDER QUANTITY - 24 CTNS)	3R14613	500	60		\$305.67	
Clear Gloss Poly label w/Low Tack adh w/ Polyester Liner 12"x18" sheet (MAX ORDER QUANTITY - 24 CTNS)	3R14614	50	300		\$87.11	
Clear Gloss Poly label w/Low Tack adh w/ Polyester Liner 12"x18" sheet (MAX ORDER QUANTITY - 24 CTNS)	3R14615	250	60		\$351.56	
Vinyl Label Solutions ***NEW						
White Vinyl Label w/Perm adh 8.5" x 11" sheet (MAX ORDER QUANTITY - 24 CTNS)	3R14626	500	60		\$228.67	
White Vinyl Label w/Perm adh 12" x 18" sheet (MAX ORDER QUANTITY - 24 CTNS)	3R14627	250	60		\$252.00	
White Vinyl Label w/Remov adh 8.5" x 11" sheet (MAX ORDER QUANTITY - 24 CTNS)	3R14628	500	60		\$170.33	
White Vinyl Label w/Remov adh 12" x 18" sheet (MAX ORDER QUANTITY - 24 CTNS)	3R14629	250	60		\$181.22	
** Represents products soon to be discontinued						
Description	Reorder Number	Sets/ Carton	Cartons/ Pallet	Cartons / Order Price / Carton		
Premium Digital Carbonless Papers						
2-Part						
8.5 x 11 2-Part Straight/Reverse (W-C)	3R12420	2500	40	\$132.37	\$116.87	\$105.18
8.5 x 11 2-Part Straight/Reverse (W-P)	3R12421	2500	40	\$132.37	\$116.87	\$105.18
11 x 17 2-Part Straight/Reverse (W-C)	3R12423	1250	40	\$132.37	\$116.87	\$105.18
8.5x14 2-Part Straight/Reverse (W-C)	3R12422	2500	30	\$167.69	\$148.10	\$133.29
3-Part						
8.5x11 3-Part Reverse (P-C-W)	3R12424	1670	40	\$138.23	\$122.21	\$109.99
8.5x11 3-Part Straight (W-C-P)	3R12425	1670	40	\$138.23	\$122.21	\$109.99
8.5x11 3-Part Straight (W-C-P) Mini Carton	3R12426	835	64	\$71.38	\$63.00	\$56.70
8.5x14 3-Part Straight (W-C-P)	3R12427	1670	30	\$170.07	\$150.18	\$135.16
4-Part						
8.5x11 4-Part Reverse (GLNRD-P-C-W)	3R12429	1250	40	\$151.37	\$133.71	\$120.34
8.5x11 4-Part Straight (W-C-P-GLNRD)	3R12430	1250	40	\$151.37	\$133.71	\$120.34
Singles						
8.5x11 Singles CB WHITE	3R12434	5000	40	\$124.58	\$110.11	\$99.10
8.5x11 Singles CFB WHITE	3R12435	5000	40	\$159.08	\$140.46	\$126.41
8.5x11 Singles CFB CANARY	3R12437	5000	40	\$160.49	\$141.72	\$127.55
8.5x11 Singles CF PINK	3R12439	5000	40	\$98.78	\$87.26	\$78.53
8.5x11 Singles CF WHITE **	3R12440 **	5000	40	\$93.17	\$82.32	\$74.09
** REPRESENTS PRODUCT SOON TO BE DISCONTINUED						
Padding Adhesive	8R7870	Quart	16	\$18.69	\$17.57	\$17.08
Universal Carbonless Papers ** NEW **						
Ideally suited to both long-run offset and shorter run digital--static data or variable data forms				1-4	5-39	40+



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***** Products highlighted in gray ship directly from the supplier location in Wisconsin with a 3-5 business day lead time for delivery**
***** PRODUCTS HIGHLIGHTED IN GRAY REQUIRE A MINIMUM ORDER QUANTITY OF 6+ CARTONS AND CAN ONLY BE COMBINED WITH EXTENDED RANGE CARBONLESS TO MEET THE 6 CARTON MINIMUM**

2-Part

8.5 x 11	2-Part Reverse/Straight (C-W)	3R12850	2500	40	\$83.14	\$77.08	\$73.40
8.5 x 11	2-Part Reverse/Straight (P-W)	3R12851	2500	40	\$83.14	\$77.08	\$73.40
11 x 17	2-Part Reverse/Straight (C-W)	3R12853	1250	40	\$83.14	\$77.08	\$73.40
11 x 17	SG 2-Part Reverse/Straight (C-W) VM	3R12877	1250	40	NA	\$81.54	\$77.86
8.5x14	2-Part Reverse/Straight (C-W)	3R12852	2500	30	\$105.23	\$97.87	\$92.99

2-Part Vertical Pre-Perfed

9 x 11	2-Part Reverse/Straight (C-W) VM	3R12870	2500	40	NA	\$80.81	\$77.08
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2-Part Horizontal Pre-Perfed

8.5 x 11	SG 2-Part Reverse/Straight (C-W) VM	3R12871	2500	40	NA	\$80.81	\$77.08
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3-Part

8.5x11	3-Part Reverse (P-C-W)	3R12854	1670	40	\$86.76	\$80.58	\$76.74
8.5x11	3-Part Straight (W-C-P)	3R12855	1670	40	\$86.76	\$80.58	\$76.74
11 x 17	3-Part Reverse (P-C-W)	3R12860	835	40	\$92.54	\$85.92	\$81.86
11 x 17	3-Part Straight (W-C-P) VM	3R12875	835	40	NA	\$83.31	\$82.26
8.5x14	3-Part Straight (W-C-P)	3R12861	1670	30	\$107.02	\$99.34	\$94.61
8.5 x 14	3-Part Reverse (P-C-W) VM	3R12873	1670	30	NA	\$99.46	\$94.83

3-Part Vertical Pre-Perfed

9 x 11	3-Part Reverse (P-C-W) VM	3R12868	1670	40	NA	\$90.83	\$88.70
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3-Part Horizontal Pre-Perfed

8.5 x 11	SG 3-Part Reverse (P-C-W) VM	3R12868	1670	40	NA	\$90.83	\$88.70
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4-Part

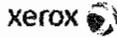
8.5x11	4-Part Reverse (GLNRD-P-C-W)	3R12856	1250	40	\$95.00	\$86.10	\$83.98
8.5x11	4-Part Straight (W-C-P-GLNRD)	3R12857	1250	40	\$95.00	\$86.10	\$83.98
11 x 17	4-Part Reverse (GLNRD-P-C-W)	3R12862	625	40	\$99.11	\$91.82	\$87.43
11 x 17	4-Part Straight (W-C-P-GLNRD) VM	3R12878	625	40	NA	\$97.27	\$87.93
8.5x14	4-Part Reverse (GLNRD-P-C-W) VM	3R12874	1250	30	NA	\$117.53	\$112.68

5-Part

8.5x11	5-Part Reverse (GLNRD-P-C-B-W)	3R12863	1000	40	\$97.83	\$90.77	\$86.42
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Singles

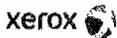
8.5x11	Singles 21lb CB WHITE	3R12858	5000	40	\$78.25	\$72.57	\$69.17
8.5x11	Singles 22lb CFB WHITE	3R12859	5000	40	\$99.83	\$92.54	\$88.15
8.5x11	Singles 21lb CF PINK	3R12865	5000	40	\$62.00	\$57.49	\$54.76
8.5 x 11	Singles 20lb CFB PINK	3R12876	5000	40	NA	\$104.90	\$100.01
8.5x11	Singles 21lb CF CANARY	3R12866	5000	40	\$62.00	\$57.49	\$54.76
8.5x11	Singles 22lb CFB CANARY	3R12867	5000	40	\$100.73	\$93.44	\$88.99
8.5x11	105lb CF Manila Tag	3R12864	2500	40	\$110.96	\$102.95	\$98.06
8.5 x 11	105lb CF White Tag	3R12874	2500	40	NA	\$96.82	\$94.04



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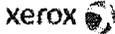
<u>Description</u>	<u>Reorder Number</u>	<u>Sheets/ Carton</u>	<u>Cartons/ Pallet</u>	<u>Cartons / Order Price / Carton</u>	
Multipurpose Perforated and Punched Papers					
Business 4200 Perforated Papers				<u>1-39</u>	<u>40+</u>
4200 20lb 9x11 with 1/2" Vertical Perf	3R4160	5000	32	\$81.06	\$72.95
4200 20lb 8.5 x11 with 1/2" Vertical Perf	3R4175	5000	40	\$67.76	\$60.98
4200 24lb Perf'd Form, White 3 1/2"	3R4900	5000	32	\$78.40	\$70.56
4200 24lb Perf'd Form, White 3 2/3"	3R4901	5000	32	\$78.40	\$70.56
4200 20lb 8.5 x 11 with 3 1/2" Horizontal Perf	3R5125	5000	40	\$67.76	\$60.98
4200 20lb 8.5 x 11 with 3 2/3" Horizontal Perf	3R5126	5000	40	\$67.76	\$60.98
4200 24# Green Check Stock	3R5430	5000	32	\$112.21	\$100.99
4200 24# Blue Check Stock	3R5431	5000	32	\$112.21	\$100.99
4200 24# W-2 Form	3R5820	5000	32	\$80.15	\$72.14
4200 20# with 5 1/2" Horizontal Perf	3R12166	2500	80	\$35.00	\$31.50
Business 4200 Punched Papers				<u>1-39</u>	<u>40+</u>
4200 19 Hole Punched (for binders 1/2" and up)	3R4904	5000	40	\$71.47	\$64.32
4200 19 Hole Punched (for less than binders 1/2")	3R4905	5000	40	\$71.47	\$64.32
4200 11 hole Punched for Velobind Binders	3R5134	5000	40	\$71.47	\$64.32
4200 44 Hole Spiral Punched	3R5818	5000	40	\$78.40	\$70.56
4200 Ring Tuff 3HP	3R4299	3000	42	\$64.19	\$57.77
4200 20# 2 Hole Top Punched	3R12163	2500	80	\$35.98	\$32.38
4200 20# 5 Hole Top Punched	3R12164	2500	80	\$35.98	\$32.38
4200 20# 5 Hole Left Punched	3R12165	2500	80	\$35.98	\$32.38

** REPRESENTS PRODUCT SOON TO BE DISCONTINUED



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Description	Reorder Number	Sheets/ Carton	Cartons/ Pallet	Cartons / Order	Price / Carton	
TAB STOCK						
Planet 30 Recycled Tabs - FSC Certified SW-COC-002570						
90# Single Reverse Collated					1-39	40+
3 Bank						
9x11 90lb White Single Reverse Collated	3R12467	1260	56	\$51.87	\$46.68	
9x11 90lb 3HD White Single Reverse Collated	3R12468	1260	56	\$51.87	\$46.68	
4 Bank						
9x11 90lb White Single Reverse Collated	3R12469	1280	56	\$51.87	\$46.68	
9x11 90lb 3HD White Single Reverse Collated	3R12470	1280	56	\$51.87	\$46.68	
8 Bank						
9x11 90lb White Single Reverse Collated	3R12471	1200	56	\$51.87	\$46.68	
9x11 90lb 3HD White Single Reverse Collated	3R12472	1200	56	\$51.87	\$46.68	
5 Bank						
9x11 90lb White Single Reverse Collated	3R12624	1250	56	\$51.87	\$46.68	
9x11 90lb 3HD White Single Reverse Collated	3R12625	1250	56	\$51.87	\$46.68	
90# Single Straight Collated						
5 Bank						
9x11 90lb White Single Straight Collated	3R12626	1250	56	\$51.87	\$46.68	
9x11 90lb 3HD White Single Straight Collated	3R12627	1250	56	\$51.87	\$46.68	
110# Single Straight Collated						
3 Bank						
9x11 110lb White Single Straight Collated	3R12459	1260	56	\$59.29	\$53.36	
9x11 110lb 3HD White Single Straight Collated	3R12460	1260	56	\$59.29	\$53.36	
4 Bank						
9x11 110lb White Single Straight Collated	3R12461	1280	56	\$59.29	\$53.36	
9x11 110lb 3HD White Single Straight Collated	3R12462	1280	56	\$59.29	\$53.36	
8 Bank						
9x11 110lb White Single Straight Collated	3R12465	1200	56	\$59.29	\$53.36	
9x11 110lb 3HD White Single Straight Collated	3R12466	1200	56	\$59.29	\$53.36	
5 Bank						
9x11 110lb White Single Straight Collated	3R12463	1250	56	\$59.29	\$53.36	
9x11 110lb 3HD White Single Straight Collated	3R12464	1250	56	\$59.29	\$53.36	
110# Single Reverse Collated						
5 Bank						
9x11 110lb White Single Reverse Collated	3R12628	1250	56	\$59.29	\$53.36	
9x11 110lb 3HD White Single Reverse Collated	3R12629	1250	56	\$59.29	\$53.36	
5080 Family - Double Reverse Collated						
5 Bank						
9x11 90lb White Double Reverse Collated	3R4405	1250	42	\$49.21	\$44.29	
9x11 90lb 3HD White Double Reverse Collated	3R4406	1250	42	\$49.21	\$44.29	
Docutech - Single Reverse Collated						
3 Bank						
9x11 90lb White Single Reverse Collated	3R5422	1260	42	\$49.42	\$44.48	
9x11 90lb 3HD White Single Reverse Collated	3R5423	1260	42	\$49.42	\$44.48	
4 Bank						
9x11 90lb White Single Reverse Collated	3R5426	1280	42	\$49.42	\$44.48	
9x11 90lb 3HD White Single Reverse Collated	3R5427	1280	42	\$49.42	\$44.48	
8 Bank						
9x11 90lb White Single Reverse Collated	3R5713	1200	42	\$51.24	\$46.12	
9x11 90lb 3HD White Single Reverse Collated	3R5714	1200	42	\$51.24	\$46.12	
5 Bank						
9x11 90lb White Single Reverse Collated	3R4415	1250	42	\$49.42	\$44.48	
9x11 90lb 3HD White Single Reverse Collated	3R4416	1250	42	\$49.42	\$44.48	
9x11 90lb Blue Single Reverse Collated	3R5308	1250	42	\$53.27	\$47.94	
9x11 90lb 3HD Blue Single Reverse Collated	3R5309	1250	42	\$53.27	\$47.94	
9x11 90lb Gray Single Reverse Collated	3R5322	1250	42	\$53.27	\$47.94	
9x11 90lb 3HD Gray Single Reverse Collated	3R5323	1250	42	\$53.27	\$47.94	



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Description	Reorder Number	Sheets/ Carton	Cartons/ Pallet	Cartons / Order Price / Carton	
				1-39	40+
TAB STOCK					
110# Single Reverse Collated					
5 Bank					
9x11 110lb White Single Reverse Collated	3R5717	1000	42	\$53.55	\$48.20
9x11 110lb 3HD White Single Reverse Collated	3R5718	1000	42	\$53.55	\$48.20
Xpressions +					
5 Bank					
9x11 60lb White Single Reverse Collated	3R12366	1250	42	\$53.69	\$48.32
9x11 60lb 3HD White Single Reverse Collated	3R12367	1250	42	\$53.69	\$48.32
Ring Tuff					
9x11 90 lb 3HD DocuTech Tabs	3R4568	1500	42	\$67.55	\$60.80
Digital Color Plastic Printable Tabs Reverse Collated					
5 Bank					
9x11 90lb White - Tabs are clear plastic	3R12477	1250	35	\$118.79	\$106.91
9x11 90lb 3HD White - Tabs are clear plastic	3R12478	1250	35	\$118.79	\$106.91
Clear Plastic Reinforced - 5 Bank					
9x11 90lb White - Tabs are clear plastic	3R5520	1250	35	\$71.96	\$64.76
9x11 90lb 3HD White - Tabs are clear plastic	3R5521	1250	35	\$71.96	\$64.76
Rainbow Plastic Reinforced - 5 Bank					
9x11 90lb White - Tabs are rainbow plastic	3R5650	1250	35	\$78.12	\$70.31
9x11 90lb 3HD White - Tabs are rainbow plastic	3R5640	1250	35	\$78.12	\$70.31
Red Plastic Reinforced - 5 Bank					
9x11 90lb 3HD White - Tabs are red plastic **	3R5690	1250	35	\$78.12	\$70.31
Blue Plastic Reinforced - 5 Bank					
9x11 90lb White - Tabs are blue plastic	3R5693	1250	35	\$78.12	\$70.31
9x11 90lb 3HD White - Tabs are blue plastic	3R5694	1250	35	\$78.12	\$70.31
5100/4135 Single Straight Collated					
5 Bank					
9x11 90lb White Single Straight Collated	3R4417	1250	42	\$46.06	\$41.45
9x11 90lb 3HD White Single Straight Collated	3R4418	1250	42	\$46.06	\$41.45
9x11 90lb Blue Single Straight Collated	3R5312	1250	42	\$46.06	\$41.45
9x11 90lb 3HD Blue Single Straight Collated	3R5313	1250	42	\$46.06	\$41.45
Xpressions +					
5 Bank					
9x11 60lb cover White Single Straight Collated	3R12368	1250	42	\$49.84	\$44.86
9x11 60lb cover 3HD White Single Straight Collated	3R12369	1250	42	\$49.84	\$44.86
4635 - Clear Plastic Reinforced					
5 Bank					
9x11 90lb White - Tabs are clear plastic	3R5709	1250	35	\$71.96	\$64.76
9x11 90lb 3HD White - Tabs are clear plastic	3R5710	1250	35	\$71.96	\$64.76
Single Position Tabs					
9x11 90 lb. White - Positions 1 and 5	3R4407	1250	42	\$46.06	\$41.45
9x11 90 lb. White - Positions 2 and 4	3R4409	1250	42	\$46.06	\$41.45
9x11 90 lb. White - Position 3	3R4411	1250	42	\$46.06	\$41.45

** REPRESENTS PRODUCT SOON TO BE DISCONTINUED



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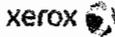
<u>Description</u>	<u>Reorder Number</u>	<u>Sheets/ Carton</u>	<u>Cartons/ Pallet</u>	<u>Cartons / Order Price / Carton 1 + Ctns</u>
Photo Papers				
Xerox EverFlat Image Solutions Paper				
13 x 13 EverFlat Paper 80lb Cover	3R12641	250	90	\$107.73
12.6 x 13 EverFlat Paper 80lb Cover	3R12486	250	90	\$107.73
8.5 x 11 EverFlat Paper 80lb Cover	3R12487	300	244	\$96.88
11 x 8.5 EverFlat Paper 80lb Cover	3R12488	300	244	\$96.88
8.5x11 SportsPix 60lb	3R12480	100	240	\$60.97
8.5x11 FunFlip 60lb	3R12482	100	240	\$60.97
PhotoPix (6) 4" x 6" Photo Sheet 8pt	3R12483	100	120	\$101.57
PhotoPix Enlargement Mix 8pt	3R12484	100	120	\$121.87
8.5x14 AccordionPix 60lb	3R12485	100	240	\$60.97
Labels				
Digital Color Select Gloss Labels				
8.5x11 Die Cut - 1 Up (8.1 x 10)	3R12735	100	170	\$18.52
8.5x11 4 Up (4 x 5)	3R12737	100	170	\$18.52
8.5x11 10 Up (4 x 2)	3R12740	100	170	\$18.52
8.5x11 Full Sheet - 1 Up	3R12736	100	170	\$17.58
11x17 6 Up CD/DVD	3R12739	75	170	\$50.97
8.5x11 30 Up (206 x 1)	3R12741	100	170	\$18.52
8.5x11 2 Up CD/DVD	3R12738	25	170	\$11.97



Price Effective for Cook County firm for orders placed beginning March 1, 2013 Through August 31, 2013

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<u>Description</u>	<u>Reorder Number</u>	<u>Sheets/ Carton</u>	<u>Cartons/ Pallet</u>	<u>Cartons / Order Price / Carton 1 + Ctng</u>
Labels				
Digital Color Xpressions Matte Labels				
8.5x11 Die Cut - 1 Up (8.1 x 10)	3R5772	100	340	\$16.70
8.5x11 4 Up (4 x 5)	3R5773	100	340	\$16.70
8.5x11 10 Up (4 x 2)	3R6332	100	340	\$16.70
8.5x11 Full Sheet - 1 Up	3R12371	100	340	\$15.62
11x17 6 Up CD/DVD	3R12373	75	160	\$46.12
8.5x11 30 Up (2.6 x 1)	3R6333	100	340	\$16.57
8.5x11 2 Up CD/DVD	3R6330	25	340	\$11.72
High Speed Labels				
2.8 x 1 33 Up	3R3139	1000	34	\$104.14
2.8 x 1.3 24 Up	3R4474	1000	34	\$104.14
4.25 x 1.6 14 Up	3R5719	1000	34	\$104.14
4.25 x 2.7 8 Up	3R4475	1000	34	\$104.14
4.25 x 3.7 6 Up	3R3146	1000	34	\$104.14
8.5 x 11 1 Up	3R4476	1000	34	\$104.14
Plain Paper Labels				
2.8 x 1 30 Up	3R12051	100	170	\$11.66
4 x 1 20 Up	3R12053	100	170	\$11.66
4 x 2 10 Up	3R12055	100	170	\$11.66
2.8 x 1 33 Up	3R12050	100	170	\$11.66
4 x 2.5 8 Up	3R12056	100	170	\$11.66
8.5 x 11 1 Up	3R12057	100	170	\$11.66
2.6 x 1.25 24 Up	3R12052	100	170	\$11.66
4 x 1.33 14 Up	3R12054	100	170	\$11.66
Clear Labels				
2.8 x 1 33 Up	3R5139	100	340	\$47.94
Transparencies				
8.5x11 Monochrome Printer Clear Transparency	3R3117	100	700	\$16.00
8.5x11 Color Printer Clear Transparency	3R12505	50	600	\$17.39
8.5x11 Removable Stripe Transparency	3R3108	100	600	\$12.29
8.5x11 Paperback Transparency	3R12820	100	640	\$18.55
11x17 Production Printer Paperback Transparency	3R12821	250	80	\$126.09
12x18 Production Printer Paperback Transparency	3R12822	250	80	\$133.37
Business Reply Envelope				
8.5x11 Standard BRE	3R12445	1000	48	\$181.16
Presentation Supplies				
High Gloss Folders				
9.25 x 11.75 High Gloss Folders - 10 pt (1 Pocket)	3R5570	100	24	\$75.39
9.25 x 11.75 High Gloss Folders - 12 pt (1 Pocket) **	3R12458	100	120	\$93.80
Folder Pockets - DocuPac Folders				
Folder Pockets - Left 10 pt Supreme Gloss **	3R12498	100	56	\$78.47
Document Folders 2 Pocket				
18 x 12 10 pt Supreme Gloss	3R12407	100	180	\$58.87



Price Effective for Cook County firm for orders placed beginning March 1, 2013 Through August 31, 2013
 Thereafter, prices are subject to an escalator of 5% per quarter if there is an increase from the mill. All subsequent price lists must be approved by the CPO.

<u>Description</u>	<u>Reorder Number</u>	<u>Sheets/ Carton</u>	<u>Cartons/ Pallet</u>	<u>Cartons / Order Price / Carton 1 + Ctns</u>
Digital Color Tri-fold Brochures				
8.5x11 Coated 1 Side 8 pt (160 g/m2) ***	3R6348	250	160	\$19.11
*** Discontinued - Moving to Custom				
Transfer Paper				
Laser Transfer Paper				
8.5x11 Laser Transfer Paper	3R12648	100	400	\$29.12
11x17 Laser Transfer Paper	3R12649	100	200	\$55.72
Digital EA Transfer Paper				
8.5x11 EA Transfer Paper	3R12396	50	750	\$15.33
11x17 EA Transfer Paper	3R12397	50	400	\$28.14

PRODUCTION BINDER COVERS

Production 5000 Binder	8R3810			\$800.00
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<u>Description</u>	<u>Reorder Number</u>	<u>Covers/ Carton</u>	<u>Cartons / Order Price / Carton 1 + Ctns</u>
Ambassador Hard Covers			
1 Window Hard Cover Binder with 1/8" Spine	3R12521	13	\$81.27
1 Window Hard Cover Binder with 1/4" Spine	3R12522	11	\$68.80
1 Window Hard Cover Binder with 3/8" Spine	3R12523	9	\$56.25
1 Window Hard Cover Binder with 1/2" Spine	3R12524	8	\$50.05
1 Window Hard Cover Binder with 3/4" Spine	3R12675	5	\$31.30
1 Window Hard Cover Binder with 1" Spine	3R12707	4	\$25.02

Antique Soft Covers

<u>Spine Size</u>	<u>Antique White</u>	<u>Antique Black</u>	<u>Antique Navy</u>	<u>Covers / Carton</u>	<u>Price 1+ Ctns</u>
1/16"	3R12657	3R12650	3R12683	100	\$88.60
1/8"	3R12658	3R12651	3R12684	90	\$79.91
1/4"	3R12659	3R12652	3R12685	80	\$71.29
3/8"	3R12660	3R12653	3R12686	70	\$62.22
1/2"	3R12661	3R12654	3R12687	60	\$53.15
5/8"	3R12662	3R12655	3R12688	50	\$44.38
3/4"	3R12663	3R12656	3R12689	50	\$44.53
1"	3R12688	3R12683	3R12700	40	\$35.38

Print On Demand

<u>Spine Size</u>	<u>Reorder Number</u>	<u>Covers/ Carton</u>	<u>Cartons / Order Price / Carton 1 + Ctns</u>
1/16"	3R12676	100	\$88.45
1/8"	3R12677	90	\$79.61
1/4"	3R12678	80	\$70.76
3/8"	3R12679	70	\$61.92
1/2"	3R12680	60	\$53.07
5/8"	3R12681	50	\$44.23
3/4"	3R12682	50	\$44.23
1"	3R12705	40	\$35.38

*** REPRESENTS PRODUCT SOON TO BE DISCONTINUED

ATTACHMENT 3
EARLY TERMINATION COSTS

Attachment 3 - Early Termination Costs

Cancellation Month	Cancellation Period	# of Months Remaining	Savings from Current Costs	Early Termination Costs						
				DP 180	Controller for DP180 S/N VET000593 S/N VET000597	Controller for DP180 S/N VET000600 S/N VET000604	Controller for 6180 S/N BVE059434	Free Flow Make Ready	Scanner S/N RDE930994	Workstation
Mar-13	April 1, 2013 - Feb 28, 2015	23	\$49,838	\$21,804	\$12,374	\$12,719	\$12,259	\$7,337	\$5,796	\$3,749
Apr-13	May 1, 2013 - Feb 28, 2015	22	\$74,757	\$20,856	\$11,836	\$12,166	\$11,726	\$7,018	\$5,544	\$3,586
May-13	Jun 1, 2013 - Feb 28, 2015	21	\$99,676	\$19,908	\$11,298	\$11,613	\$11,193	\$6,699	\$5,292	\$3,423
Jun-13	Jul 1, 2013 - Feb 28, 2015	20	\$124,595	\$18,960	\$10,760	\$11,060	\$10,660	\$6,380	\$5,040	\$3,260
Jul-13	Aug 1, 2013 - Feb 28, 2015	19	\$149,514	\$18,012	\$10,222	\$10,507	\$10,127	\$6,061	\$4,788	\$3,097
Aug-13	Sep 1, 2013 - Feb 28, 2015	18	\$174,433	\$17,064	\$9,684	\$9,954	\$9,594	\$5,742	\$4,536	\$2,934
Sep-13	Oct 1, 2013 - Feb 28, 2015	17	\$199,352	\$16,116	\$9,146	\$9,401	\$9,061	\$5,423	\$4,284	\$2,771
Oct-13	Nov 1, 2013 - Feb 28, 2015	16	\$224,271	\$15,168	\$8,608	\$8,848	\$8,528	\$5,104	\$4,032	\$2,608
Nov-13	Dec 1, 2013 - Feb 28, 2015	15	\$249,190	\$14,220	\$8,070	\$8,295	\$7,995	\$4,785	\$3,780	\$2,445
Dec-13	Jan 1, 2014 - Feb 28, 2015	14	\$274,109	\$13,272	\$7,532	\$7,742	\$7,462	\$4,466	\$3,528	\$2,282
Jan-14	Feb 1, 2014 - Feb 28, 2015	13	\$299,028	\$12,324	\$6,994	\$7,189	\$6,929	\$4,147	\$3,276	\$2,119
Feb-14	Mar 1, 2014 - Feb 28, 2015	12	\$323,947	\$11,376	\$6,456	\$6,636	\$6,396	\$3,828	\$3,024	\$1,956
Mar-14	Apr 1, 2014 - Feb 28, 2015	11	\$348,866	\$10,428	\$5,918	\$6,083	\$5,863	\$3,509	\$2,772	\$1,793
Apr-14	May 1, 2014 - Feb 28, 2015	10	\$373,785	\$9,480	\$5,380	\$5,530	\$5,330	\$3,190	\$2,520	\$1,630
May-14	Jun 1, 2014 - Feb 28, 2015	9	\$398,704	\$8,532	\$4,842	\$4,977	\$4,797	\$2,871	\$2,268	\$1,467
Jun-14	Jul 1, 2014 - Feb 28, 2015	8	\$423,623	\$7,584	\$4,304	\$4,424	\$4,264	\$2,552	\$2,016	\$1,304
Jul-14	Aug 1, 2014 - Feb 28, 2015	7	\$448,542	\$6,636	\$3,766	\$3,871	\$3,731	\$2,233	\$1,764	\$1,141
Aug-14	Sep 1, 2014 - Feb 28, 2015	6	\$473,461	\$5,688	\$3,228	\$3,318	\$3,198	\$1,914	\$1,512	\$978
Sep-14	Oct 1, 2014 - Feb 28, 2015	5	\$498,380	\$4,740	\$2,690	\$2,765	\$2,665	\$1,595	\$1,260	\$815
Oct-14	Nov 1, 2014 - Feb 28, 2015	4	\$523,299	\$3,792	\$2,152	\$2,212	\$2,132	\$1,276	\$1,008	\$652
Nov-14	Dec 1, 2014 - Feb 28, 2015	3	\$548,218	\$2,844	\$1,614	\$1,659	\$1,599	\$957	\$756	\$489
Dec-14	Jan 1, 2015 - Feb 28, 2015	2	\$573,137	\$1,896	\$1,076	\$1,106	\$1,066	\$638	\$504	\$326
Jan-15	Feb 1, 2015 - Feb 28, 2015	1	\$598,056	\$948	\$538	\$553	\$533	\$319	\$252	\$163

Early Termination Costs only apply if the following equipment is terminated prior to month 24 of the Contract Period:

	Monthly Equipment Termination Charges
DP 180	\$948
Controller for DP180	\$538
Controller for DP180	\$538
Controller for DP180	\$553
Controller for DP180	\$553
Controller for 6180	\$533
Free Flow Make Ready	\$319
Free Flow Make Ready	\$319
Subtotal	\$7,145

Scanner	\$252
Workstation	\$163
Subtotal	\$415

All Items Total	\$7,560
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Projected Annual and Monthly Savings for 60 Month Contract

Savings Annually	\$299,028
Monthly Savings	\$24,919

CONTRACT NO. 12-90-441

EXHIBIT B
STATEMENT OF WORK

EXHIBIT B

Cook County



Enterprise Print Consolidation

Prepared for: Jerry Pray – Bureau of Administration 01/14/2013

Prepared by: Darryl Denham, Account General Manager
Mary Muldoon, Color & Monochrome Solution Executive
Kathryn Binau, Business Development Executive



This proposal is intended for informational purposes only and is not binding on Xerox Corporation and/or its affiliates unless set forth in a final written agreement signed by authorized representatives of the parties.

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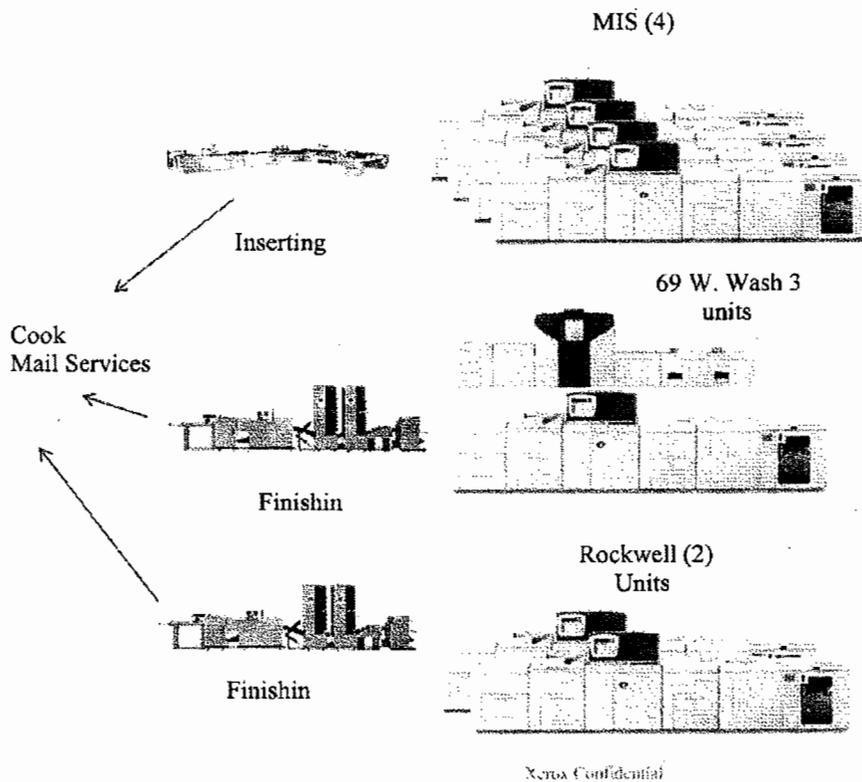
- 1 Executive Summary**
- 2 Detailed List of Equipment Consolidated (see additional attachments)**
- 3 IGen Training Cost/Implementation (see additional attachments)**
- 4 Specialty Stock – Label Price List (see attachment)**
- 5. Statement of Work for Administrative Services**

1. EXECUTIVE SUMMARY:

Xerox is pleased to offer Cook County an Enterprise printing model, which allows for on-site printing and the ability to leverage Xerox printers for specific applications such as the County Tax bill. Our solution is a comprehensive services solution. The key components of this proposal are:

- Retain the Xerox DP180 specialized production printers for the printing of data center applications for all of Cook County including payroll and tax bills.
- Upgrade the controllers to be able to accept new software applications
- Pool the volume in order to allow the lowest price per impression across all units
- Provide fixed pricing for the term of the contract – no increases
- Comprehensive maintenance of all devices
- Operational oversight for customized billing and supply management

Overview of Solution



CLIENT OBJECTIVES:

Customer Objective	Recommendation	Business Impact
Reduce Cost	Provide aggressive pricing	Cut Printing costs Update controller technology for better processing
Improve Customer Service Level	Provide an account operations manager to ensure accurate billing and streamlined supply management	Print shop manager has more time to focus on print work rather than administrative functions

2. PROPOSED PRICING SUMMARY:

Serial numbers	Own/MEC Status	Department
DP180 YET000593	Monthly Equipment Charge	MIS
DP180 YET000600	Monthly Equipment Charge	MIS
DP180 YET000597	Monthly Equipment Charge	MIS
DP180 YET000604	Monthly Equipment Charge	MIS
New Controller	Monthly Equipment Charge	MIS
New Controller	Monthly Equipment Charge	MIS
New Controller	Monthly Equipment Charge	MIS
New Controller	Monthly Equipment Charge	MIS
6180 8VE059434	Own	Graphic Services
New Controller	Monthly Equipment Charge	Graphic Services
6115 H2I112836	Own	Graphic Services
New Controller	Monthly Equipment Charge	Graphics Services
120 KRC554458	Own	Graphic Services
Booklet maker	Own	Graphics
Freeflow make ready	Monthly Equipment Charge	Graphics
FreeFlow makeready	Monthly Equipment Charge	Graphic services
IGEN- Full Color	Own	Graphic Services
5252 Full Color	Own	Graphic Services

			Annual Cost	5 Year Cost
Consolidated Monthly Min Black and White	\$28,201.13			
Color Monthly Min	\$8,200.00			
Total Monthly Base	\$36,401.13		\$436,813.53	\$2,184,067.70
Consolidated Monthly Volume Allowance Black and White	1,750,000			
Overage Black White	.0061/copy		\$81,327.47	\$406,637.35
Meter Charge of IGEN Color	.0410/copy			
Meter charge for 5252 color	.0839/copy		\$3,514.00	\$17,570.00
Total Annual Payment			\$521,655.00	\$2,608,275.00

The monthly minimum includes supplies excluding staples, tape bind and paper. It also maintenance for all parts and labor. Service coverage for MIS is 24 hours 7 days a week and Graphics services is 8:00-5:00 Monday thru Friday.

3. Cost of IGEN New Operator Training and Implementation:

Training Fee	Description	Timeline
No Charge included for two new operators <ul style="list-style-type: none"> - Training classes with onsite trainer - Curriculum - travel 	Includes training for two students and \$8,400 for each additional student	onsite three week training. Training package included as an attachment

4. Specialty Stock: see attachments

Cook County current spend is \$20,000 per year.

5. Move of Devices between Cook County locations

Anticipated moves to cost \$1,100 per move up to five for a total of \$5,500

6. Statement of Work for Administrative Services: See attached

XEROX GOVERNING TERMS & CONDITIONS

Any information provided by Xerox in response to your RFP ("Response") is submitted upon the following conditions: (1) the Response will be considered Xerox confidential information, will be owned by Xerox, will be used by you solely for the purposes of the RFP, and will not be shared with any third parties without the prior written consent of Xerox; (2) the included pricing (which is exclusive of applicable taxes), if any, will be valid for a period of 90 days; (3) the Response is based upon the assumptions made and/or the information provided by both Parties (such as, without limitation, fleet pricing or lease pricing (capitalized or operating) and your creditworthiness), and any changes thereto may result in a change to the Response, including without limitation, the pricing; and (4) each Party will have the right to negotiate final terms and conditions upon award based upon your final specifications.

**** END OF DOCUMENT ****

CONTRACT NO. 12-90-441

EXHIBIT C

XEROX SERVICES AND SOLUTIONS AGREEMENT

EXHIBIT C
SERVICES AND SOLUTIONS AGREEMENT



Form 52639 (November 2011)
 JJDB

This Services and Solutions Agreement ("SSA"), Number 7109214 is between ("Customer") and Xerox Corporation ("Xerox").

1. **SCOPE AND STRUCTURE.** This Contract 12-90-441 and its Exhibits and Attachments set, which includes this SSA set forth the terms and conditions under which Customer and Xerox have entered into a Services Contract for the acquisition in the U.S. of Services, Maintenance Services and Deliverables from Xerox. Capitalized terms are defined in Section 24 unless defined where first used.
2. **ORDERS.**
 - A. Orders may consist of SSOs, SOWs, and/or POs. Each Order must reference an applicable Services Contract Number. Unless otherwise provided in an SSO, terms and conditions of such SSO are applicable to all Orders constituting the applicable Services Contract. Customer POs are for order entry purposes only and will be subject solely to the terms and conditions of this Contract, notwithstanding anything contained in any such PO at variance with or in addition to the applicable Services Contract.
 - B. Xerox may accept an Order either by its signature or by commencing performance.
 - C. Orders may be submitted by hard copy or, in the case of SSOs or POs, by electronic means, and those submitted electronically will be considered (i) a "writing" or "in writing"; (ii) "signed"; (iii) an "original" when printed from electronic records established and maintained in the ordinary course of business; and (iv) a valid and enforceable Order.
3. **TERM.**
 - A. This SSA is effective when Contract 12-90-441 is executed by the County,
 - B. The term of each Order will be set forth in such Order. If an Order is terminated, the term of remaining Orders will continue unaltered.
 - C. [Intentionally Omitted].
4. **PERSONNEL.** Xerox personnel engaged hereunder will comply with Customer's internal security and safety policies that (a) are provided to Xerox in writing, (b) are reasonable and customary, and (c) do not conflict with the applicable Services Contract. Customer will provide Xerox with reasonable prior written notice of such policies and any changes thereto. During the term of this SSA and for a period of 1 year thereafter, neither party will, directly or indirectly, actively solicit the employment of the other party's personnel (including their supervisors) and agents engaged under a Services Contract. Employment arising from inquiries received via advertisements in newspapers, job fairs, unsolicited resumes, or applications for employment will not be considered active solicitation. The sole remedy for breach of this restriction is to receive payment, as liquidated damages and not as a penalty, from the breaching party equal to the individual's then current annual salary (or the fees paid to an agent in the previous 12 months), within 30 days of the start date of the individual. Xerox is an independent contractor hereunder.
5. **PRICING, PAYMENT, AND TAXES.**

- A. **Pricing.** Pricing will be as shown in Exhibit A. Services requested and performed outside Customer's standard working hours will be at Xerox's then-current overtime rate.
- B. **Payment.** Invoices are payable upon receipt and payment must be received within sixty (60) days of its due date.
- C. **Taxes.** [Intentionally Omitted]
6. **DEFAULT AND REMEDIES.** [Intentionally Omitted]
7. **CONFIDENTIAL INFORMATION.** Each party will make reasonable efforts not to disclose the other party's Confidential Information to any third party, except as may be required by law, unless such Confidential Information: (a) was in the public domain before, at the time of, or after the date of disclosure through no fault of the non-disclosing party; (b) was rightfully in the non-disclosing party's possession or the possession of any third party free of any obligation of confidentiality; or (c) was developed by the non-disclosing party's employees or agents independently of and without reference to any of the other party's Confidential Information. Confidentiality obligations set forth herein will expire 1 year after expiration or termination of this SSA or the last effective Services Contract hereunder, whichever is later; provided however, confidentiality obligations with respect to Xerox Work, Xerox Tools and Xerox Client Tools will not expire unless (a), (b) or (c) above become applicable thereto. The parties do not intend for Customer to disclose confidential technical information hereunder, including, but not limited to, computer programs, source code, and algorithms. Customer will only disclose the same pursuant to a separate written agreement. Upon expiration or termination of this SSA or the last effective Services Contract hereunder, whichever is later, each party will return to the other or, if requested, destroy, all Confidential Information of the other in its possession or control, except such Confidential Information as may be reasonably necessary to exercise rights that survive termination of this SSA.
8. **INTELLECTUAL PROPERTY.** Customer represents and warrants that (a) it owns the Customer Content and Customer Assets or otherwise has the right to authorize Xerox to use same to perform Services, and (b) Customer Content will not contain content that (i) is libelous, defamatory or obscene, (ii) violates any applicable laws, regulations, or (iii) infringes any third party rights. Customer acknowledges and agrees that Xerox does not undertake any obligation or duty whatsoever to determine whether Customer Content may be duplicated without violating a third party's copyright. Xerox, its employees, agents and/or licensors will at all times retain all rights to Xerox Work, Xerox Client Tools and Xerox Tools and, except as expressly set forth herein, no rights to Xerox Work, Xerox Client Tools or Xerox Tools are granted to Customer. If required for royalty reporting purposes, Xerox may disclose Customer's name and address to the third party licensor of certain Xerox Tools. Xerox Tools will be installed and operated only by Xerox. Customer will have access to data and reports generated by the Xerox Tools and stored in a provided database as set forth in the applicable SOW, but Customer will have no rights to use, access or operate the Xerox Tools. Xerox may remove Xerox Tools at any time in Xerox's sole discretion, provided that the removal of Xerox Tools will not affect Xerox's obligations to perform Services. If Xerox Client Tools are included as part of the Services, they may be used by Customer only in conjunction with such Services. Customer agrees not to decompile or reverse engineer any Xerox Work, Xerox Client Tools, or Xerox Tools. Xerox grants Customer a non-exclusive, perpetual fully paid-up, worldwide right to use, display and reproduce Xerox Work and Documentation only as required for use of the Services and Deliverables for Customer's customary business purposes, and not for resale, license and/or distribution outside of Customer's organization. Customer may not sublicense any rights granted to Customer hereunder, but may authorize a third party ("Designee") to use

such rights, solely for Customer's benefit and Customer's internal business purposes. Any Designee operating or maintaining the delivered solution must be subject to written confidentiality obligations with respect to Confidential Information that are no less restrictive than those set forth in this SSA. Output of Services is Customer's sole and exclusive property and Xerox will have no rights therein, except as may be required for Xerox to perform Services. Assessments are provided for Customer's internal business use only, and not for resale, license and/or distribution outside of Customer's organization and the implementation of Assessments may not be performed by any third party. Except as expressly set forth in this Section, no other rights or licenses are granted to Customer. Any rights or licenses that are granted to Customer will immediately terminate if Customer defaults with respect to any of Customer's obligations related to such rights or licenses. Xerox reserves the right to terminate such rights or licenses if Customer defaults under any other obligation under a Services Contract.

9. CUSTOMER RESPONSIBILITIES.

- A. Customer will (i) provide the Customer Assets that Xerox needs to perform the Services and (ii) grant sufficient rights to enable Xerox and its agents to use all Customer Assets and Customer Content.
- B. During the term of an Order, Customer will permit access to Customer personnel that Xerox needs to perform the Services.
- C. Equipment prices include standard delivery charges for all Equipment and, for Equipment for which Xerox retains ownership, standard removal charges. Non-standard delivery or removal charges will be at Customer's expense.
- D. Customer will legally dispose of all hazardous wastes generated from use of Third Party Hardware and associated supplies.

10. EARLY TERMINATION.

- A. **Equipment.** [Intentionally Omitted]
- B. **Services.** Customer may terminate or reduce any Services upon 90 days prior written notice without incurring ETCs.
- C. **Amortized Services and Third Party Funds.** The cost of certain Services, such as consulting and training, may be amortized over the term of an Order ("Amortized Services"); or Xerox may provide funds to acquire Third Party Hardware, license Third Party Software, or retire debt on existing Third Party Hardware ("Third Party Funds"). Amortized Services and Third Party Funds are collectively referred to as "Funds". The Funds amount is included in the MMC.

11. INDEMNIFICATION.

[Intentionally Omitted]

- 12. **LIMITATION OF LIABILITY.** Xerox will not be liable to Customer, in the aggregate, for any direct damages in excess of the amounts paid by Customer to Xerox during the 12 months prior to the claim or \$50,000, whichever is greater; and neither party will be liable to the other for any special, indirect, incidental, consequential or punitive damages arising out of or relating to this SSA or any Order hereunder, whether the claim alleges tortious conduct (including negligence) or any other legal theory. This limitation of liability is not applicable to: (a) any specific indemnification obligations set forth in this SSA; (b) where either party has (i) exceeded the rights to the other party's intellectual property granted to it under this SSA, or (ii) misappropriated or infringed the other party's intellectual property under this SSA.

13. **ASSIGNMENT.** [Intentionally Omitted].

14. **FORCE MAJEURE.** [Intentionally Omitted].

15. **MAINTENANCE SERVICES.**

- A. Except for Equipment identified as "No Svc", Maintenance Services will be provided for the Equipment during Xerox's standard working hours in areas open for repair service. Maintenance Services excludes repairs due to: (i) misuse, neglect or abuse; (ii) failure of the installation site or the PC or workstation used with the Equipment to comply with Xerox's published specifications; (iii) use of options, accessories or products not serviced by Xerox; (iv) non-Xerox alterations, relocation, service or supplies; or (v) failure to perform operator maintenance procedures identified in operator manuals. Replacement parts may be new, reprocessed or recovered and all replaced parts become Xerox's property. Xerox will, as Customer's exclusive remedy for Xerox's failure to provide Maintenance Services, replace the Equipment with an identical model or, at Xerox's option, another model with comparable features and capabilities. Notwithstanding anything to the contrary herein, Xerox will have no obligation to replace Equipment beyond its end of service date. There will be no additional charge for the replacement Equipment during the initial Term. Unless the applicable Order requires Xerox to provide meter readings, Customer will provide them using the method and frequency identified by Xerox. If Customer does not provide a meter reading, Xerox may reasonably estimate the reading and bill Customer accordingly.
- B. **Cartridges.** If Xerox is providing Maintenance Services for Equipment that uses Cartridges, Customer will use only unmodified Cartridges purchased directly from Xerox or its authorized resellers in the U.S. Failure to use such Cartridges will void any warranty applicable to such Equipment. Cartridges packed with Equipment and/or furnished by Xerox as Consumable Supplies will meet Xerox's new Cartridge performance standards and may be new, remanufactured, or reprocessed and contain new and/or reprocessed components. To enhance print quality, Cartridge(s) for many models of Equipment have been designed to cease functioning at a predetermined point. Many Equipment models are designed to function only with Cartridges that are newly manufactured, original Xerox Cartridges or with Cartridges intended for use in the U.S. Equipment configuration that permits use of non-newly manufactured original Xerox Cartridges may be available from Xerox at an additional charge.
- C. **PC/Workstation Requirements.** For Equipment requiring connection to a PC or workstation, Customer must use a PC or workstation that either (i) has been provided by Xerox, or (ii) meets Xerox's published specifications.

16. **CONSUMABLE SUPPLIES INCLUDED.** If specified in an Order, Xerox will provide Consumable Supplies for Equipment. Consumable Supplies are Xerox's property until used by Customer, and Customer will (a) use them only with the Equipment included in the applicable Order, (b) return all Cartridges to Xerox as provided herein, and (c) at the end of the term of the applicable Order, return any unused Consumable Supplies to Xerox at Xerox's expense using Xerox-supplied shipping labels or destroy them in a manner permitted by applicable law. Should Customer's use of Consumable Supplies exceed Xerox's published yields by more than 10%, Xerox will notify Customer of such excess usage. If such excess usage does not cease within 30 days after such notice, Xerox may charge Customer for such excess usage. If Xerox provides paper under a Services Contract, upon 30 days notice, Xerox may adjust paper pricing or either party may terminate the provision of paper.

17. **EQUIPMENT STATUS.** [Intentionally Omitted].

18. **TITLE, RISK OF LOSS AND PROTECTION OF XEROX'S RIGHTS.** Title to Equipment and Third Party Hardware will remain with Xerox unless purchased by Customer. Risk of loss for the Products will pass to Customer upon delivery and acceptance by the County. Customer will keep the Products insured against loss and the policy will name Xerox as Loss Payee. Customer hereby authorizes Xerox or its agents to file financing statements necessary to protect Xerox's rights to Equipment and Third Party Hardware.

19. **WARRANTIES AND DISCLAIMERS.**

A. **Services Warranty.** Xerox warrants to Customer that the Services will be performed in a skillful and workmanlike manner. If the Services do not comply with the service levels in an applicable SOW, Customer will notify Xerox in writing detailing its concerns. Within 10 days following Xerox's receipt of such notice, Xerox and Customer will meet, clarify the Customer's concern, and begin to develop a corrective action plan ("Plan"). As Customer's exclusive remedy for such non-compliance, Xerox will either modify the Services to comply with the applicable service levels or re-do the work at no additional charge within 60 days of finalizing the Plan or another time period agreed to, in writing, by the parties.

B. **Third Party Product Warranty.** For Third Party Products selected solely by Xerox for an Order, Xerox warrants they will operate substantially in conformance with applicable service levels in the SOW. If, within a reasonable time after provision of such Third Party Products, they cannot be brought into substantial conformance with the services levels in the SOW, and such non-conformance is a result of Xerox's use of such Third Party Products, Customer's exclusive remedy is to receive a refund of any fees paid for the non-conforming Third Party Products upon their return to Xerox. Xerox will pass through to Customer any warranties provided to it by the manufacturer or licensor of Third Party Products to the extent permissible.

C. **Warranty Disclaimer and UCC Waiver.** EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN THIS SECTION, XEROX MAKES NO OTHER WARRANTIES, WHETHER EXPRESSED OR IMPLIED; AND XEROX DISCLAIMS ALL OTHER WARRANTIES, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF NON-INFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE AND MERCHANTABILITY, AND ANY WARRANTIES RELATING TO DESIGN, PERFORMANCE, FUNCTIONALITY, OR COMPATIBILITY WITH CUSTOMER'S SYSTEMS. EXCEPT AS EXPRESSLY PROVIDED HEREIN AND AS PERMITTED BY APPLICABLE LAW, CUSTOMER WAIVES ALL RIGHTS AND REMEDIES CONFERRED UPON A LESSEE BY ARTICLE 2A OF THE UNIFORM COMMERCIAL CODE.

D. The warranties set forth in this SSA are expressly conditioned upon the use of the Services and Deliverables for the purposes for which they were intended or designed, and do not apply to Services or Deliverables subjected to misuse, accident, alteration or modification by Customer or any third party (except as specifically authorized in writing by Xerox). In no event will Xerox be responsible for any failure to perform Services caused by: (i) Customer Assets, Customer Content, or services, maintenance, design implementation, supplies or data streams provided by Customer, Customer's agent or service provider to Xerox for use hereunder, (ii) Customer's failure to contract for the minimum types and quantities of Products required by Xerox to perform the Services, or (iii) Customer's failure to perform its obligations under Section 9.A or 9.B.

20. **SOFTWARE TERMS.**

A. **Software License.** Xerox grants Customer a non-exclusive, non-transferable license to use in the U.S.: (i) Base Software only with the Equipment with which it was delivered; and (ii) Application Software only on any single unit of Equipment for as long as Customer is current

in the payment of all applicable software license fees. Customer has no other rights to Software. The Base Software license will terminate; (y) if Customer no longer uses or possesses the Equipment; or (z) upon the expiration of any Order under which Customer has rented or leased the Equipment (unless Customer has exercised an option to purchase the Equipment). Neither Xerox nor its licensors warrant that Software will be free from errors or that its operation will be uninterrupted. The foregoing terms do not apply to Diagnostic Software or to software/documentation accompanied by a clickwrap or shrinkwrap license agreement or otherwise made subject to a separate license agreement. Third Party Software is subject to license and support terms provided by the vendor thereof.

- B. Software Support.** For Base Software, Software Support will be provided during the initial term of the applicable Order and any renewal period, but not longer than 5 years after Xerox stops taking customer orders for the subject Equipment model. Xerox will maintain a web-based or toll-free hotline during Xerox's standard working hours to report Software problems and answer Software-related questions. Xerox, either directly or with its vendors, will make reasonable efforts to: (i) assure that Software performs in material conformity with its user documentation; (ii) provide available workarounds or patches to resolve Software performance problems; and (iii) resolve coding errors for the current Release and the previous Release for a period of 6 months after the current Release is made available to Customer. Xerox will not be required to provide Software Support if Customer has modified the Software. Maintenance Releases or Updates that Xerox may make available will be provided at no charge and must be implemented within 6 months. Feature Releases will be subject to additional license fees at Xerox's then-current pricing. Each Release will be considered Software governed by the provisions of this Section 20 (unless otherwise noted). Implementation of a Release may require Customer to procure, at Customer's expense, additional hardware, and/or software from Xerox or another entity. Upon installation of a Release, Customer will return or destroy all prior Releases. Xerox may annually increase Software license and support fees for Application Software. For State and Local Government Customers, this adjustment will take place at the commencement of each of Customer's annual contract cycles.
- C. Disabling Code.** Software may contain code capable of automatically disabling the Equipment. Disabling code may be activated if: (i) Xerox is denied access to periodically reset such code; (ii) Customer is notified of a default under a Services Contract; or (iii) Customer's license is terminated or expires.
- D. Diagnostic Software.** Diagnostic Software is a valuable trade secret of Xerox. Xerox does not grant Customer any right to use Diagnostic Software. Customer will allow Xerox reasonable access to the Equipment during Customer's normal business hours to remove or disable Diagnostic Software if Customer is no longer receiving Maintenance Services from Xerox.
- E. Title and Rights.** Title and all intellectual property rights to Software and Diagnostic Software will reside solely with Xerox and/or its licensors (who will be considered third-party beneficiaries of Section 20.A. Customer will not, and will not allow its employees, agents, contractors, or vendors to: (i) distribute, copy, modify, create derivatives of, decompile or reverse engineer Software or Diagnostic Software; (ii) activate Software delivered with the Equipment in an inactivated state; or (iii) access or disclose Diagnostic Software for any purpose.
- 21. REMOTE SERVICES.** Certain models of Equipment are supported and serviced using data that is automatically collected by Xerox from the Equipment via

electronic transmission from the Equipment to a secure off-site location. Examples of automatically transmitted data include product registration, meter read, supply level, Equipment configuration and settings, software version, and problem/fault code data. All such data will be transmitted in a secure manner specified by Xerox. The automatic data transmission capability will not allow Xerox to read, view, or download any Customer data, documents, or other information residing on or passing through the Equipment or Customer's information management systems.

22. **DATA SECURITY.** Certain models of Equipment can be configured to include a variety of data security features. There may be an additional cost associated with certain data security features. The selection, suitability, and use of data security features are solely Customer's responsibility. Upon request, Xerox will provide additional information to Customer regarding the security features available for particular Equipment models.
23. **MISCELLANEOUS.** This SSA and the Services Contract(s) hereunder constitute the entire agreement of the parties as to its subject matter, supersede all prior and contemporaneous oral and written agreements
24. **DEFINITIONS.**
 - A. "Application Software" means software and accompanying documentation identified in an Order as "Application Software".
 - B. "Assessments" means assessment and recommendation reports created by Xerox in the performance of assessment Services.
 - C. "Base Software" means software and accompanying documentation provided with Equipment.
 - D. "Cartridges" means Equipment components designated by Xerox as customer replaceable units, including copy/print cartridges and xerographic modules or fuser modules.
 - E. "Confidential Information" means this SSA, Orders and certain business information identified as confidential that each party may disclose to the other. Customer Content is considered Customer Confidential Information. Xerox Work, Xerox Tools, and Xerox Client Tools are considered Xerox Confidential Information.
 - F. "Consumable Supplies" means black toner (excluding highlight color toner), black developer, Cartridges and, if applicable, fuser agent. For full-color Equipment Orders that include Consumable Supplies, Consumable Supplies also includes, as applicable, color toner and developer. For Equipment identified as "Phaser", Consumable Supplies may also include, if applicable, black solid ink, color solid ink, imaging units, waste cartridges, transfer rolls, transfer belts, transfer units, belt cleaner, maintenance kits, print Cartridges, drum Cartridges, waste trays and cleaning kits.
 - G. "Customer Assets" means all hardware, software, and or workspace owned, leased, rented, licensed and/or controlled by Customer, and any services used by Customer that Xerox needs to use or access to enable Xerox to perform the Services.
 - H. "Customer Content" means documents, materials, and data provided in hard copy or electronic format by Customer to Xerox containing information about Customer and/or Customer's clients.
 - I. "Deliverables" means Products, Output of Services, Assessments, and Documentation.
 - J. "Developments" means items created by Xerox and its employees, agents, and/or licensors, including, but not limited to, computer programs, code, reports, operations and procedures manuals, forms, design or

other works of authorship or materials, in the course of performing Services.

- K. **"Diagnostic Software"** means software used by Xerox to evaluate or maintain the Equipment.
- L. **"Documentation"** means all manuals, brochures, specifications, information, and software descriptions, in electronic, printed, and/or camera-ready form, and related materials customarily provided by Xerox for Customer's use as part of the Services.
- M. **"Eligible Affiliate"** means any domestic entity which controls, is controlled by, or is under common control with Customer. Control (including the terms controls, controlled by and under common control with) means direct or indirect power to direct the management and policies of an entity.
- N. **"Equipment"** means Xerox-brand equipment.
- O. **"ETCs"** means early termination charges paid by Customer in the event of early termination, for loss of bargain and not as a penalty, as more fully defined in this SSA or the applicable Services Contract.
- P. **"Feature Releases"** means new releases of Software that include new content or functionality.
- Q. **"Maintenance Releases"** or **"Updates"** means new releases of Software that primarily incorporate compliance updates and coding error fixes.
- R. **"Maintenance Services"** means the services provided by Xerox (or a designated servicer) to keep the Equipment in good working order.
- S. **"MMC"** means the Monthly Minimum Charge identified in an Order which, along with any Additional Impression Charges, covers the cost for the Services, Products, and Maintenance Services. The MMC may also include lease buyout funds, Third Party Funds, supplemental funds, monthly equipment component amounts, remaining Customer obligations from previous contracts, amounts being financed or refinanced, and Amortized Services. One-time items are billed separately from the MMC.
- T. **"Order"** means any (i) SSO, (ii) SOW which references an applicable Services Contract Number and is signed by Customer and Xerox, or (iii) PO.
- U. **"Output of Services"** means electronic images created by scanning tangible documents containing Customer Content, or the content of any reports and other materials, created by Xerox specific to and for Customer per the applicable Order, but does not include software.
- V. **"PO"** means a Customer-issued purchase order accepted by Xerox that references an applicable Services Contract Number.
- W. **"Pre-existing Work"** means items used or incorporated into the Services or Deliverables, or developed or acquired by Xerox independent of performing the Services.
- X. **"Products"** means, collectively, Consumable Supplies, Equipment, Software, and Third Party Products.
- Y. **"Releases"** means, collectively, Maintenance Releases, Updates, and Feature Releases.
- Z. **"Services"** means managed services (e.g. copy center and mailroom services), consultative services, and/or professional services, including, but not limited to, assessment, document management, and imaging and language translation services.
- AA. **"Services Contract"** means this SSA together with one or more Orders designated by the same Services Contract Number.

- BB. "Services Contract Number" means a 10-digit number assigned by Xerox to each Services Contract.
 - CC. "Software" means Application Software and Base Software.
 - DD. "Software Support" means the support and maintenance of software provided by Xerox (or a designated servicer).
 - EE. "SSO" means a Services and Solutions Order issued by Xerox pursuant to this Contract 12-90-441 and its Exhibit C, SSA.
 - FF. "SOW" means Exhibit C, Scope of Work.
 - GG. "Taxes" means all taxes, fees, or charges of any kind (including interest and penalties) assessed by any governmental entity on this SSA or any Order hereunder or the amounts payable to Xerox under this SSA or any Order. Taxes do not include personal property taxes in jurisdictions where Xerox is required to pay personal property taxes, or taxes on Xerox's income.
 - HH. "Third Party Funds" is defined in Section 10.C.
 - II. "Third Party Hardware" means non-Xerox brand equipment.
 - JJ. "Third Party Products" means, collectively, Third Party Hardware and Third Party Software.
 - KK. "Third Party Software" means non-Xerox brand software.
 - LL. "U.S." means the United States and its territories and possessions.
 - MM. "Xerox Client Tools" means certain Xerox proprietary tools (including any modifications, enhancements, improvements, and derivative works) that are owned by Xerox and are licensed to Customer for its use under an accompanying click wrap license agreement.
 - NN. "Xerox Tools" means certain Xerox proprietary tools (including any modifications, enhancements, improvements and derivative works) used by Xerox to provide certain Services.
 - OO. "Xerox Work" means, collectively, Developments and Pre-Existing Work.
25. FUNDING. [Intentionally Omitted].

CONTRACT NO. 12-90-441

EXHIBIT D

COOK COUNTY BOARD APPROVAL LETTER

CONTRACT NO. 12-90-441

Exhibit E

COOK COUNTY TRAVEL POLICY



**COOK COUNTY
TRANSPORTATION
EXPENSE REIMBURSEMENT
AND TRAVEL REGULATIONS
POLICY**

Adopted: FY2009

COOK COUNTY TRANSPORTATION EXPENSE REIMBURSEMENT

SECTION I. AUTOMOBILE REIMBURSEMENT PLAN

- A. Any employee who is required and authorized to use their personally owned automobile in the conduct of official County Business shall be allowed and reimbursed. The number of County business miles driven per ½ month will be compensated at the standard IRS deduction for business related transportation currently in effect and authorized by the Bureau of Administration. IRS mileage rates adjusted midyear will not be made retroactive.
- B. In addition, parking and tolls shall be allowed for reimbursement if items are supported by receipts. Proof of IPASS charges shall be submitted along with the Transportation Expense Voucher.

SECTION II. GUIDELINES

A. Commuting Expenses

Commuting expenses between an employee's home and regular place of assignment will not be reimbursed, even if an employee's regular place of assignment is at different locations on different days within the County.

Example: An employee working for the Assessor's Office is regularly assigned to the Assessor's Office in Markham on Mondays and to the Assessor's Office in Maywood on Tuesdays through Fridays. Travel expenses to and from the employee's home and Assessor's Office on any day will not be reimbursed when assignments are permanent.

B. Temporary and Minor Assignments (residence to temporary duty point)

Employees who are required to perform County business in the form of temporary and minor assignments beyond the general area of their regular place of assignment in the County may be reimbursed for their transportation expenses between home and their first or last stop, for such travel attributed to County business.

Mileage to first stop or from last stop between home and temporary place of assignment may be allowed and reimbursed.

Authorization for reimbursement for transportation between home and first or last stop shall only be allowed when, in the judgment of the Department head, reporting to the regular place of assignment is not reasonable because of the elements of time, place, business purpose and employee effectiveness. The assignment must be temporary and not indefinite.

C. Temporary and Minor Assignments (mileage between temporary duty points)

Employees who receive one or more temporary assignments in a day may be reimbursed for transportation for getting from one place to the other. Mileage from the employee's regular place of assignment, or first duty point, to all temporary duty points and back to regular place of assignment, or last duty point, is entitled to reimbursement.

D. General Guidelines

1. Mileage must be computed on the basis of the most direct route. Any mileage incurred solely for personal reasons is not reimbursable.
2. Employees must bear the cost of their normal commuting expenses between residence and official place of assignment.
3. Close supervision shall be maintained over the use of privately owned vehicles by the Department Heads. Authorization for use of privately owned vehicles shall only be given when deemed a service and benefit to Cook County Government. Reimbursements for transportation shall only be as compensation for services performed for the County.

SECTION III. TRANSPORTATION EXPENSE VOUCHER

A. Preparation

1. All claims for compensation of transportation expenses including the use of privately owned automobile and incidental parking fees and tolls, and taxicab and bus fares shall be submitted and itemized in the Transportation Expense Voucher. (For each stop of business use, enter date, started from location, finished at location, miles and expense between each stop. Total the dollar amount and enter in the space for "Total.")
2. When travel between home and first or last temporary duty point is authorized, the employee's residence shall be entered on the Transportation Expense Voucher, "Started from Location" or "Finished at Location."
3. The Transportation Expense Voucher shall be supported by receipts for all items, individually.
4. The Transportation Expense Voucher shall be prepared and signed by the individual who has incurred the expense and signed by their Supervisor. The original Voucher shall be submitted to the Comptroller's Office and a copy should be retained by the employee and by the department. Falsification of a Transportation Expense Voucher is considered a major cause infraction subject to disciplinary action up to and including discharge.

5. The individual submitting the Transportation Expense Voucher is personally responsible for its accuracy and priority. Trip details shall be entered immediately following automobile use to eliminate possibility of errors. The form must be completed in its entirety, e.g., insurance coverage.

B. Approval and Submission

1. The Transportation Expense Voucher shall be approved by the Department Head or a designated representative, who shall sign the original copy of the Transportation Expense Voucher. The original Voucher shall be sent to the Comptroller's Office by the 10th day of the following month in which the travel expense was incurred. Transportation Expense Vouchers submitted 60 days after the end of the month in which travel expense was incurred will not be reimbursed. A copy of the Transportation Expense Voucher shall be retained by the department and the employee.
2. Any Transportation Expense Voucher not prepared in accordance with these regulations, including the proper signatures, will be returned to the originator for corrections.

C. Authorized Attendance at Seminars, Meetings, Conventions, etc., on County Business

These expenses shall be detailed in accordance with the procedure relating to "Cook County Travel Regulations."

SECTION IV. COUNTY-OWNED AUTOMOBILE

Section 162(a)(2) of the Internal Revenue Code requires that any employee who is assigned a County-owned vehicle for use in performance of the employee's duties and who uses the vehicle for use in performance of the employee's duties and who uses the vehicle to commute from home to work and/or from work to home must include in their compensation the value to the employee (as provided for by the IRS) for each day such vehicle is used for commuting purposes, and Cook County must include this compensation on employee W-2 form.

The use of County-owned vehicles for personal use is prohibited.

COOK COUNTY TRAVEL REGULATIONS

SECTION I TRAVEL EXPENSES

- A. Travel expenses are ordinary and necessary expenses for transportation, hotel accommodations, meals and incidental expenses for travel that is longer than an ordinary day's work, and the employee needs to get sleep or rest during non-working time while away.

Reimbursements shall be allowed if the following requirements are met:

1. Travel is for periods more than or equal to be employee's scheduled workdays hours, plus 2 hours (usually 10 hours).
2. The employee must get sleep or rest while away in order to complete County business. (This does not mean napping in the car.)
3. Lodging and air travel shall be arranged through a County travel vendor, as specified by the Purchasing Agent.

SECTION II RESPONSIBILITY OF DEPARTMENT HEAD

- A. The Department Head is responsible for the execution of all travel regulations as well as such other policies and guidelines regarding travel as published by the Bureau of Administration.
- B. All travel subject to these regulations shall be authorized in advance by the Department Head in accordance with current County directives.
- C. Each Department shall develop a system for the prior authorization and control of travel to prevent expenses exceeding appropriations and to hold travel to the minimum required for efficient and economical conduct of County business.
- D. The rates for reimbursements set forth in these regulations represent the maximums permitted under IRS guidelines.

SECTION III ALLOWABLE TRANSPORTATION EXPENSE

- A. Modes of transportation authorized for official travel in the course of County business will include automobiles, railroads, airlines, buses, taxicabs, and other usual means of conveyance. Transportation may include fares and expenses incidental to transportation such as baggage transfer, official telephone messages in connection with items classed as transportation, and reasonable tips.
- B. All taxicab fares shall be accompanied by a receipt indicating the amount paid.

- C. Transportation between place of lodging and place of business at a temporary work location shall be allowed as a transportation expense.

SECTION IV MODE OF TRAVEL

- A. All travel shall be by the most direct route.
- B. In cases where an individual for their own convenience travels by an indirect route or interrupts travel by direct route, that individual shall bear the extra expense. Reimbursement for expenses shall be based only on such charges as would have been incurred by the most direct and economical route.
- C. All travel shall be by the most economical mode of transportation available, considering travel time, costs, and work requirements.

SECTION V ACCOMMODATIONS ON AIRPLANES, TRAINS, AND BUSES

- A. First class travel is prohibited
- B. Travel on airplanes shall be coach class.
- C. Any charges incurred as a result of changes to an original airline reservation made prior to or during travel are subject to Department Head approval.

SECTION VI USE OF PRIVATELY OWNED OR RENTED CONVEYANCE

- A. When an individual rendering service to the County uses privately owned motor vehicles in the conduct of official business and such use is authorized or approved as advantageous to the County, payment shall be made on a mileage basis at rates not to exceed those published by the Bureau of Administration.
- B. Reimbursement for the cost of automobile parking fees and tolls shall be allowed. The fee for parking an automobile at a common carrier terminal, or other parking area, while the traveler is on official business, shall be allowed only to the extent that the fee does not exceed the cost of public transportation.
- C. When a privately owned automobile is used for travel, the total transportation cost (including mileage allowance, parking fees, tolls and per diem expenses) shall not exceed the cost of public transportation, if reasonable public transportation is available.
- D. The use of rented automobiles will be kept to an absolute minimum and rented only in an emergency upon prior approval of the responsible Department Head. Every effort shall be made to obtain other suitable transportation rather than to use rented vehicles. Where emergencies require the use of a rented vehicle, the most economical vehicle available and suitable for the conduct of County business shall be obtained.

SECTION VII LIVING EXPENSES

A. Meals and Incidental Expense (M&IE)

Employees assigned to out of town travel shall receive a per diem set by the current U.S. General Services Administration in their Federal Travel Regulations (FTR) Meal and Incidental Expense (M&IE) rate. Travel rates differ by travel location and are periodically revised by the Federal Government. These rates can be found at the GSA "Domestic Per Diem Rates" website page at www.gsa.gov/perdiem.

The per diem rate is intended to include all meals and incidental expenses during the period of travel. There will be no reimbursement for meals and incidental expenses beyond this rate.

In addition, the traveler may receive reimbursement for special expenses as provided in Paragraph "C-3" below.

B. Travel Without Lodging

When lodging is not required, the per diem M&IE allowance is not permitted. Travel shall be on "actual expenses incurred."

C. Reimbursable Expenses

1. Lodging - Reasonable costs of hotel accommodations incurred will be allowed. Lodging shall be reimbursed by receipt up to the limits of the current Federal Travel Regulations as shown on the GSA "Domestic Per Diem Rates" website page at www.gsa.gov/perdiem.

Questions of reasonable hotel accommodations should be referred to the Bureau of Administration. Receipts are to be submitted with the Invoice Form to support accommodation expenses claimed.

2. Transportation - Transportation to and from duty point; between places of lodging, business and meals shall be allowed.
3. Special Expenses - The reasonable cost of miscellaneous expenses incurred shall be allowed to a traveler. The following are examples of miscellaneous expenses that may be deemed reimbursable or non-reimbursable:

<u>Reimbursable</u>	<u>Non-Reimbursable</u>
Stenographic and Typing Services	Entertainment
Storage of Baggage	Alcoholic Beverages
Hire of Room for Official Business	Traffic Tickets
Telephone Calls on Official Business	

All special expenses shall be itemized on the Conference and Travel Reimbursement Voucher with receipts attached.

SECTION VIII CONFERENCES

When the cost of meals for approved seminars or official meetings is an integral part of the Registration Fee, the "per diem" traveler shall deduct such amounts from the "cost of meals and incidental expenses" allowance, and the traveler on "actual expenses incurred" shall not claim meals which are included in the conference fee.

SECTION IX CONFERENCE AND TRAVEL REIMBURSEMENT VOUCHER

A. Memorandum of Expenditures

A memorandum of all travel expenditures properly chargeable to the County shall be kept by individuals subject to these regulations. The information thus accumulated shall be available for proper Invoice Form preparation.

B. Conference and Travel Reimbursement Voucher Preparation

1. All claims for reimbursement of travel expenses shall be submitted on the Conference and Travel Reimbursement Voucher and shall be itemized in accordance with these regulations.
2. The Conference and Travel Reimbursement Voucher shall show the purpose of travel, the dates of travel, the points of departure and destination, mode of transportation, and the cost of the transportation secured or mileage allowance if automobile is used.
3. The Conference and Travel Reimbursement Voucher shall be supported by receipts in all instances for railroad and airplane transportation, for lodging, meals and incidental expense (M&IE) items, and all other items. Also, a copy of the travel authorization is to be included for out-of-state travel.
4. The Conference and Travel Reimbursement Voucher shall be prepared and signed by the individual who has incurred the expenses.
5. The individual submitting the Conference and Travel Reimbursement Voucher is personally responsible for accuracy and propriety. A misrepresentation shall be cause for disciplinary or legal action.

C. Approval and Submission of Invoice Form

1. The Conference and Travel Reimbursement Voucher shall be approved by the Department Head or a designated representative, who shall sign the original Voucher and submit to the Comptroller's Office. A copy of the Voucher shall be retained by the Department as well as the person submitting the Voucher.
2. Any Conference and Travel Reimbursement Voucher not prepared in accordance with these regulations or not properly supported by receipts where required will be returned to the originator for correction.

D. Frequency of Submission

The original Conference and Travel Reimbursement Voucher shall be sent to the Comptroller's Office by the 10th day of the following month in which the travel expense was incurred. Conference and Travel Reimbursement Vouchers submitted 60 days after the end of the month in which travel expense was incurred will not be reimbursed. A copy of the Conference and Travel Reimbursement Voucher shall be retained by the department and the employee.

CONTRACT NO. 12-90-441

Exhibit F

ECONOMIC DISCLOSURE STATEMENT/EXECUTION 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: R.H. CANNING
Address: 5440 N. Cumberland

E-mail: _____
Contact Person: Rachad Canning Phone: 773 693-1425

Dollar Amount Participation: \$ 54,658.
Percent Amount of Participation: 10% %

*Letter of Intent attached? Yes No _____
*Letter of Certification attached? Yes No _____

MBE/WBE Firm: Revana CONSULTING
Address: 4942 Bayview Dr. Richton Park, IL

E-mail: CEO@RevanaConsulting.net
Contact Person: Jess Revana Phone: 708-753-7960

Dollar Amount Participation: \$ \$141,144.00
Percent Amount of Participation: 25% %

*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

COOK COUNTY GOVERNMENT LETTER OF INTENT (SECTION 2)

MWBE Firm: RL CANNING Certifying Agency: WBENC / City of Chicago
Address: 8708 W. Bryn Mawr St Certification Expiration Date: 9/30/2013 11/1/2013
City/State: Chicago Zip: 60631 FEIN #: 36-4338175
Phone: _____ Fax: _____ Contact Person: Rachel Hebrew CANNING
Email: Rachel@RLCANNING.COM Contract #: _____

Participation Direct Indirect

Will the MWBE firm be subcontracting any of the performance of this contract to another firm?

No Yes - Please attach explanation. Proposed Subcontractor: _____

The undersigned MWBE is prepared to provide the following Commodities/Services for the above named Project/ Contract

PERSONNEL / Employment Staffing

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 MWBE 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.

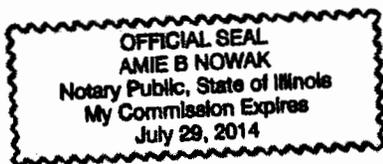
Rachel Canning
Signature (MWBE)
RACHEL CANNING
Print Name
RL CANNING INC.
Firm Name
November 26, 2012
Date

David Denker
Signature (Prime Bidder/Proposer)
David Denker
Print Name
Xerox
Firm Name
11/26/2012
Date

Subscribed and sworn before me
this 27 day of November, 2012.

Notary Public: Amie B Nowak

SEAL



Subscribed and sworn before me
this 26TH day of NOVEMBER, 2012.

Notary Public: Glenda Haidl

SEAL



COOK COUNTY GOVERNMENT LETTER OF INTENT (SECTION 2)

MWBE Firm: Revere Consulting Certifying Agency: City of Chicago
Address: 4442 Bay View Dr Certification Expiration Date: 12/20/13
City/State: Richton Park 60471 FEIN #: _____
Phone: 708-753-7500 Fax: _____ Contact Person: Jess Revere
Email: ced@revereconsulting.com Contract #: _____

Participation: Direct Indirect

Will the MWBE firm be subcontracting any of the performance of this contract to another firm?

No Yes - Please attach explanation. Proposed Subcontractor: _____

The undersigned MWBE is prepared to provide the following Commodities/Services for the above named Project/ Contract:

Contracting Technology Budget Fix
AND ONSITE SERVICES SUPPLY

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 MWBE Firm's proposed scope of work and/or payment schedule, attach additional sheets)

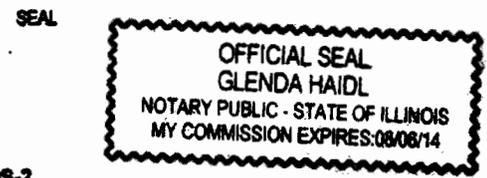
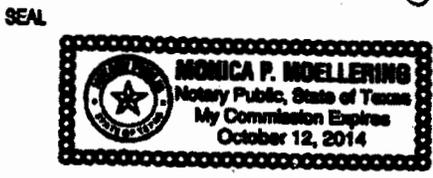
THE UNDERSIGNED PARTIES AGREE that this Letter of Intent will become a binding Subcontract Agreement conditioned upon the Bidder/Proposer's receipt of a signed contract from the County of Cook. The Undersigned Parties do also certify that they did not add their signatures to this document until all areas under Description of Services/ Supply and Fee/Cost were completed.

Signature (MWBE): [Signature]
Print Name: Jess Revere
Firm Name: Revere Consulting Co
Date: 11/26/12

Signature (Prime Bidder/Proposer): [Signature]
Print Name: Wendy Denton
Firm Name: Kent
Date: 11/29/12

Subscribed and sworn before me
this 27 day of Nov, 2012.
Notary Public: Mon P Moalley

Subscribed and sworn before me
this 28th day of NOVEMBER, 2012.
Notary Public: Glenda Haidl





DEPARTMENT OF PROCUREMENT SERVICES
CITY OF CHICAGO

SEP 12 2012

Ms. Rachel Canning
RL Canning, Inc.
8700 W. Bryn Mawr Ave, Suite 120N
Chicago, IL 60631

Annual Certificate Expires: November 1, 2013

Dear Ms. Canning:

Congratulations on your continued eligibility for certification as a **Minority Business Enterprise (MBE)** by the City of Chicago. This certification is valid until **November 1, 2013**.

You have an affirmative duty to file for recertification 60 days prior to the date of expiration. Therefore, you must file for recertification by **September 1, 2013**.

It is important to note that you also have an ongoing affirmative duty to notify the City of Chicago of any changes in ownership or control of your firm, or any other fact affecting your firm's eligibility for certification within 10 days of such change. These changes may include but are not limited to a change of address, change of business structure, change in ownership or ownership structure, change of business operations, and/or gross receipts that exceed the program threshold.

Please note – you shall be deemed to have had your certification lapse and will be ineligible to participate as a MBE/WBE/BEPD if you fail to:

- o file your No Change Affidavit within the required time period;
- o provide financial or other records requested pursuant to an audit within the required time period; or
- o notify the City of any changes affecting your firm's certification within 10 days of such change.

Further, if you or your firm is found to be involved in certification, bidding and/or contractual fraud or abuse, the City will pursue decertification and debarment. And in addition to any other penalty imposed by law, any person who knowingly obtains, or knowingly assists another in obtaining, a contract with the city by

SEP 12 2012

RL Canning, Inc.

Page 2

falsely representing that the individual or entity, or the individual or entity assisted, is a minority-owned business or a woman-owned business, is guilty of a misdemeanor, punishable by incarceration in the county jail for a period not to exceed six months or a fine of not less than \$5,000.00 and not more than \$10,000, or both.

Your firm is listed in the City's Directory of Minority Business Enterprises and Women Business Enterprises in the specialty area(s) of:

NAICS Code
541513

Description
Facilities (i.e., client's facilities)
Management, Operation, Support
Services

Information Technology Placement Services; Project Staffing Services

Your firm's participation on City contracts will be credited only toward Minority Business Enterprise (MBE) goals in your area(s) of specialty. While your participation on City contracts is not limited to your specialty, credit toward Minority Business Enterprise (MBE) goal will be given only for work done in a specialty category.

Thank you for your continued participation in the City's Certification and Compliance Program.

Sincerely,



Jamie L. Rhee
Chief Procurement Officer

JR/cm



hereby grants

National Women's Business Enterprise Certification

to
RL Canning Inc.

who has successfully met WBENC's standards as a Women's Business Enterprise (WBE).
This certification affirms the business is woman-owned, operated and controlled; and is valid through the date herein.

WBENC National WBE Certification was processed and validated by Women's Business Development Center - Chicago, a WBENC Regional Partner Organization.

Expiration Date: 09/30/2013
WBENC National Certificate Number: 2005108976



Authorized by Hedy M. Ratner, Co-President, S. Carol Dougal, Co-President
Women's Business Development Center - Chicago



NAICS Codes: 541512, 541519

UNSPSC Codes: 80101507, 80111610, 80111713, 80111608, 80111711, 80111609, 80111712, 80111718





CHICAGO MINORITY SUPPLIER DEVELOPMENT COUNCIL

THIS CERTIFIES THAT

REVERE CONSULTING COMPANY, INC.

Use met the requirements for certification as a bona fide Minority Business Enterprise as defined by the National Minority Supplier Development Council, Inc. (NMSDC) and as adopted by the Chicago Minority Supplier Development Council.

****NAICS Codes: 238210, 541512, 541611, 541613**

**Description of their products/services as defined by the North American Industry Classification System (NAICS)

Product/Service Description: IT NETWORK INFRASTRUCTURE FIRM PROVIDING MANAGED NETWORK SERVICE AND FIELD SERVICE; ALSO PROVIDE IT NETWORK CONSULTING; PRODUCTS INCLUDE COMPUTER ROUTERS, SWITCHES, SERVERS, FIREWALLS, WI-FI CABLING/WIRING

10/31/2012

Issued Date

10/31/2013

Expiration Date

Certificate Number

CH2569


Patricia E. Davis-McCoy
President, ChicagoMSDC

By using your assigned (through NMSDC only) password, NMSDC Corporate Members may view the original certificate by logging in at: <http://www.nmsdc.org>



An affiliate of the National Minority Supplier Development Council, Inc. (NMSDC)



DEPARTMENT OF PROCUREMENT SERVICES

OCT 19 2012

CITY OF CHICAGO

Jeffrey Revere
Revere Consulting Company, Inc.
4942 Bay View Drive
Richton Park, Illinois 60471

Annual Certificate Expires: September 15, 2013

Dear Jeffrey Revere:

We are pleased to inform you that Revere Consulting Company, Inc. has been re-certified as a Minority Business Enterprise (MBE) by the City of Chicago. This MBE certification is valid until September 15, 2017; however your firms' certification must be re-validated annually.

As a condition of continued certification during this five year period, you must file an annual No-Change Affidavit. Your firm's **No Change Affidavit is due by September 15, 2013**. Please remember, you have an affirmative duty to file your No-Change Affidavit 60 days prior to the date of expiration. Therefore, you must file your **No-Change Affidavit by July 15, 2013**.

It is important to note that you also have an ongoing affirmative duty to notify the City of Chicago of any changes in ownership or control of your firm, or any other fact affecting your firm's eligibility for certification within 10 days of such change. These changes may include but are not limited to a change of address, change of business structure, change in ownership or ownership structure, change of business operations, and/or gross receipts that exceed the program threshold.

Please note – you shall be deemed to have had your certification lapse and will be ineligible to participate as a MBE if you fail to:

- file your No Change Affidavit within the required time period;
- provide financial or other records requested pursuant to an audit within the required time period; or
- notify the City of any changes affecting your firm's certification within 10 days of such change.

OCT 19 2012

Further, if you or your firm is found to be involved in certification, bidding and/or contractual fraud or abuse, the City will pursue decertification and debarment. And in addition to any other penalty imposed by law, any person who knowingly obtains, or knowingly assists another in obtaining, a contract with the city by falsely representing that the individual or entity, or the individual or entity assisted, is a minority-owned business or a woman-owned business, is guilty of a misdemeanor, punishable by incarceration in the county jail for a period not to exceed six months or a fine of not less than \$5,000.00 and not more than \$10,000, or both.

Your firm's name will be listed in the City's Directory of Minority and Women-Owned Business Enterprises in the specialty area(s) of:

- NAICS Code - 541512 - Computer systems integration design consulting service**
- NAICS Code - 541618 - Telecommunications management consulting services**

Your firm's participation on City contracts will be credited only toward Minority owned Business Enterprise (MBE) goals in your area(s) of specialty. While your participation on City contracts is not limited to your specialty credit toward goals will be given only for work done in the specialty category.

Thank you for your continued interest in the City's Minority and Women-Owned Business Enterprise (MBE/WBE) Program.

Sincerely,



Jamie L. Rhee
Chief Procurement Officer

JLR/vlw

CMS

ILLINOIS

Pat Quinn, Governor

DEPARTMENT OF CENTRAL MANAGEMENT SERVICES

September 18, 2012

Jeffrey Revere
Revere Consulting Co Inc
4942 Bayview Drive
Richton Park, IL 60471-3110

Certification Term Expires: September 18, 2013

Re: NCA Certification Approval (MBE)

Dear Business Owner:

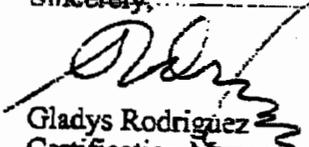
Congratulations! After reviewing the information that you supplied in the No-Change Affidavit, we are pleased to inform you that your firm has been granted continued certification under the Business Enterprise Program for Minorities, Females, and Persons with Disabilities. Your firm's name will remain in the State's Directory as a certified vendor with BEP.

Please visit our website at www.sell2.illinois.gov to obtain information about current and upcoming procurement opportunities, contracts, forms, and also to register to receive email alerts when the State is preparing to purchase a product or service that you may provide.

Thank you for your participation in BEP. The State of Illinois values its relationship with small and diverse businesses and looks forward to doing business with your company.

If you have any questions or need any assistance, please contact our office at (312) 814-4190; Toll-free at (800) 356-9206; Illinois Relay Line for the Hearing Impaired - TTY Users at (800) 526-0844; Illinois Relay Line for the Hearing Impaired - Voice Users at (800) 526-0857; or Nextalk/Textnet at (888) 261-3212. Our fax number is (312) 814-5539.

Sincerely,



Gladys Rodriguez
Certification Manager
Business Enterprise Program

(L49MBE)

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

A. BIDDER/PROPOSER HEREBY REQUESTS:

FULL MBE WAIVER FULL WBE WAIVER

REDUCTION (PARTIAL MBE and/or WBE PARTICIPATION)

_____ % of Reduction for MBE Participation

_____ % of Reduction for WBE Participation

B. REASON FOR FULL/REDUCTION WAIVER REQUEST

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

- (1) Lack of sufficient qualified MBEs and/or WBEs capable of providing the goods or services required by the contract. (Please explain)
- (2) The specifications and necessary requirements for performing the contract make it impossible or economically infeasible to divide the contract to enable the contractor to utilize MBEs and/or WBEs in accordance with the applicable participation. (Please explain)
- (3) Price(s) quoted by potential MBEs and/or WBEs are above competitive levels and increase cost of doing business and would make acceptance of such MBE and/or WBE bid economically impracticable, taking into consideration the percentage of total contract price represented by such MBE and/or WBE bid. (Please explain)
- (4) There are other relevant factors making it impossible or economically infeasible to utilize MBE and/or WBE firms. (Please explain)

C. GOOD FAITH EFFORTS TO OBTAIN MBE/WBE PARTICIPATION

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

D. OTHER RELEVANT INFORMATION

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

CERTIFICATIONS (SECTION 4)

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

A. PERSONS AND ENTITIES SUBJECT TO DISQUALIFICATION

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

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

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

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

B. BID-RIGGING OR BID ROTATING

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

C. DRUG FREE WORKPLACE ACT

THE UNDERSIGNED HEREBY CERTIFIES THAT: The Undersigned will provide a drug free workplace, as required by Public Act 86-1469 (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
	N/A

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

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

a) Is Bidder a "Local Business" as defined above?
Yes: X No:

b) If yes, list business addresses within Cook County:

123 North Wacker,
Chicago, Illinois

c) Does Bidder employ the majority of its regular full-time workforce within Cook County?
Yes: X No:

3. THE CHILD SUPPORT ENFORCEMENT ORDINANCE (PREFERENCE (CODE, CHAPTER 34, SECTION 34-368)

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 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 Xerox D/B/A: _____ EIN NO.: 160468020

Street Address: 123 North Wacker 10th Fl.

City: Chicago State: IL Zip Code: _____

Phone No.: 847-577-2006

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
N/A		

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

Name of Agent/Nominee	Name of Principal	Principal's Address
N/A		

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

Name	Address	Percentage of Beneficial Interest	Relationship

Declaration (check the applicable box):

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

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

AEM
Title

Darryl Perkon
Signature

6/29/12
Date

Darryl.Perkon@knox.org
E-mail address

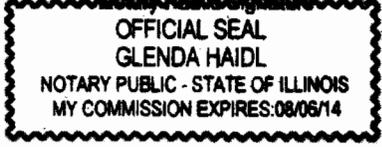
Phone Number

Subscribed to and sworn before me this 28th day of NOV., 2012
NOVEMBER

My commission expires: AUGUST 8, 2014

x Glenda Haidl
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 response:

Name of Owner/Employer: Dorothy D. Dinkham Title: AGM

Business Entity Name: Xerox Phone: 847-517-2006

Business Entity Address: 123 N. Wacker Chicago, IL

_____ 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/Employer Name:	Related to:	Relationship:
1.	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>
2.	_____	_____	_____
3.	_____	_____	_____
4.	_____	_____	_____
5.	_____	_____	_____

If more space is needed, attach an additional sheet following the above format.

There is *no* familial relationship that exists between the owner or any employee of the business entity contracted to do business with Cook County and any person holding elective office in the State of Illinois, Cook County, or in any municipality within Cook County.

To the best of my knowledge and belief, the information provided above is true and complete.

Dorothy Dinkham 11/28/12
 Owner/Employer's Signature Date

Subscribe and sworn before me this 28 Day of NOVEMBER, 2012

a Notary Public in and for COOK County

Glenda Haidl
 (Signature)

NOTARY PUBLIC
 SEAL

My Commission expires AUGUST 6, 2014

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 SOLE PROPRIETOR
(SECTION 6)**

The Undersigned hereby certifies and warrants: that all of the statements, certifications and representations set forth in this EDS are true, complete and correct; that the Undersigned is in full compliance and will continue to be in compliance throughout the term of the Contract or County Privilege issued to the Undersigned with all the policies and requirements set forth in this EDS; and that all facts and information provided by the Undersigned in this EDS are true, complete and correct. The Undersigned agrees to inform the 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: _____ *N/A* _____

BUSINESS ADDRESS: _____

BUSINESS TELEPHONE: _____ FAX NUMBER: _____

FEIN/SSN: _____

COOK COUNTY BUSINESS REGISTRATION NUMBER: _____

SOLE PROPRIETOR'S SIGNATURE: _____

PRINT NAME: _____

DATE: _____

Subscribed to and sworn before me this

_____ day of _____, 20____

My commission expires:

X _____
Notary Public Signature

Notary Seal

SIGNATURE BY A SOLE PROPRIETOR
(SECTION 6)

The Undersigned hereby certifies and warrants: that all of the statements, certifications and representations set forth in this EDS are true, complete and correct; that the Undersigned is in full compliance and will continue to be in compliance throughout the term of the Contract or County Privilege issued to the Undersigned with all the policies and requirements set forth in this EDS; and that all facts and information provided by the Undersigned in this EDS are true, complete and correct. The Undersigned agrees to inform the 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: _____ *N/A*

BUSINESS ADDRESS: _____

BUSINESS TELEPHONE: _____ FAX NUMBER: _____

FEIN/SSN: _____

COOK COUNTY BUSINESS REGISTRATION NUMBER: _____

SOLE PROPRIETOR'S SIGNATURE: _____

PRINT NAME: _____

DATE: _____

Subscribed to and sworn before me this

_____ day of _____, 20____

My commission expires:

X _____
Notary Public Signature

Notary Seal

**SIGNATURE BY A SOLE PROPRIETOR
(SECTION 6)**

The Undersigned hereby certifies and warrants: that all of the statements, certifications and representations set forth in this EDS are true, complete and correct; that the Undersigned is in full compliance and will continue to be in compliance throughout the term of the Contract or County Privilege issued to the Undersigned with all the policies and requirements set forth in this EDS; and that all facts and information provided by the Undersigned in this EDS are true, complete and correct. The Undersigned agrees to inform the 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: _____ *N/A* _____

BUSINESS ADDRESS: _____

BUSINESS TELEPHONE: _____ FAX NUMBER: _____

FEIN/SSN: _____

COOK COUNTY BUSINESS REGISTRATION NUMBER: _____

SOLE PROPRIETOR'S SIGNATURE: _____

PRINT NAME: _____

DATE: _____

Subscribed to and sworn before me this

_____ day of _____, 20____.

My commission expires:

X _____
Notary Public Signature

Notary Seal

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

The Undersigned hereby certifies and warrants: that all of the statements, certifications, and representations set forth in this EDS are true, complete and correct; that the Undersigned is in full compliance and will continue to be in compliance throughout the term of the Contract or County Privilege issued to the Undersigned with all the policies and requirements set forth in this EDS; and that all of the facts and information provided by the Undersigned in this EDS are true, complete and correct. The Undersigned agrees to inform the 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: _____ *N/A* _____

BUSINESS ADDRESS: _____

BUSINESS TELEPHONE: _____ FAX NUMBER: _____

CONTACT PERSON: _____ FEIN/SSN: _____

*COOK COUNTY BUSINESS REGISTRATION NUMBER: _____

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

*BY: _____

Date: _____

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

My commission expires:

X _____
Notary Public Signature

Notary Seal

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

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

The Undersigned hereby certifies and warrants: that all of the statements, certifications, and representations set forth in this EDS are true, complete and correct; that the Undersigned is in full compliance and will continue to be in compliance throughout the term of the Contract or County Privilege issued to the Undersigned with all the policies and requirements set forth in this EDS; and that all of the facts and information provided by the Undersigned in this EDS are true, complete and correct. The Undersigned agrees to inform the 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: _____ *N/A* _____

BUSINESS ADDRESS: _____

BUSINESS TELEPHONE: _____ FAX NUMBER: _____

CONTACT PERSON: _____ FEIN/SSN: _____

*COOK COUNTY BUSINESS REGISTRATION NUMBER: _____

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

*BY: _____

Date: _____

Subscribed to and sworn before me this

_____ day of _____, 20____.

My commission expires:

X _____
Notary Public Signature

Notary Seal

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

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

The Undersigned hereby certifies and warrants: that all of the statements, certifications, and representations set forth in this EDS are true, complete and correct; that the Undersigned is in full compliance and will continue to be in compliance throughout the term of the Contract or County Privilege Issued to the Undersigned with all the policies and requirements set forth in this EDS; and that all of the facts and information provided by the Undersigned in this EDS are true, complete and correct. The Undersigned agrees to inform the 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: _____ *N/A* _____

BUSINESS ADDRESS: _____

BUSINESS TELEPHONE: _____ FAX NUMBER: _____

CONTACT PERSON: _____ FEIN/SSN: _____

*COOK COUNTY BUSINESS REGISTRATION NUMBER: _____

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

*BY: _____

Date: _____

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

My commission expires:

X _____
Notary Public Signature

Notary Seal

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

SIGNATURE BY A LIMITED LIABILITY CORPORATION
(SECTION 8)

The Undersigned hereby certifies and warrants: that all of the statements, certifications, and representations set forth in this EDS are true, complete and correct; that the Undersigned is in full compliance and will continue to be in compliance throughout the term of the Contract or County Privilege issued to the Undersigned with all the policies and requirements set forth in this EDS; and that all of the facts and information provided by the Undersigned in this EDS are true, complete and correct. The Undersigned agrees to inform the Procurement Director 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: _____ *N/A* _____

BUSINESS ADDRESS: _____

BUSINESS TELEPHONE: _____ FAX NUMBER: _____

CONTACT PERSON: _____

FEIN: _____ * CORPORATE FILE NUMBER: _____

MANAGING MEMBER: _____ MANAGING MEMBER: _____

**SIGNATURE OF MANAGER: _____

ATTEST: _____

Subscribed and sworn to before me this

_____ day of _____, 20_____.

X _____
Notary Public Signature

Notary Seal

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

** Attach either a certified copy of the by-laws, articles, resolution or other authorization demonstrating such persons to sign the Signature Page on behalf of the LLC.

SIGNATURE BY A LIMITED LIABILITY CORPORATION
(SECTION 8)

The Undersigned hereby certifies and warrants: that all of the statements, certifications, and representations set forth in this EDS are true, complete and correct; that the Undersigned is in full compliance and will continue to be in compliance throughout the term of the Contract or County Privilege issued to the Undersigned with all the policies and requirements set forth in this EDS; and that all of the facts and information provided by the Undersigned in this EDS are true, complete and correct. The Undersigned agrees to inform the Procurement Director 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: _____ *N/A* _____

BUSINESS ADDRESS: _____

BUSINESS TELEPHONE: _____ FAX NUMBER: _____

CONTACT PERSON: _____

FEIN: _____ * CORPORATE FILE NUMBER: _____

MANAGING MEMBER: _____ MANAGING MEMBER: _____

**SIGNATURE OF MANAGER: _____

ATTEST: _____

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

X _____
Notary Public Signature

Notary Seal

- * If the LLC is not registered in the State of Illinois, a copy of a current Certificate of Good Standing from the state of incorporation must be submitted with this Signature Page.
- ** Attach either a certified copy of the by-laws, articles, resolution or other authorization demonstrating such persons to sign the Signature Page on behalf of the LLC.

SIGNATURE BY A LIMITED LIABILITY CORPORATION
(SECTION 8)

The Undersigned hereby certifies and warrants: that all of the statements, certifications, and representations set forth in this EDS are true, complete and correct; that the Undersigned is in full compliance and will continue to be in compliance throughout the term of the Contract or County Privilege issued to the Undersigned with all the policies and requirements set forth in this EDS; and that all of the facts and information provided by the Undersigned in this EDS are true, complete and correct. The Undersigned agrees to inform the Procurement Director 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: _____ *N/A*

BUSINESS ADDRESS: _____

BUSINESS TELEPHONE: _____ FAX NUMBER: _____

CONTACT PERSON: _____

FEIN: _____ * CORPORATE FILE NUMBER: _____

MANAGING MEMBER: _____ MANAGING MEMBER: _____

**SIGNATURE OF MANAGER: _____

ATTEST: _____

Subscribed and sworn to before me this

_____ day of _____, 20_____.

X _____
Notary Public Signature

Notary Seal

- * If the LLC is not registered in the State of Illinois, a copy of a current Certificate of Good Standing from the state of incorporation must be submitted with this Signature Page.
- ** Attach either a certified copy of the by-laws, articles, resolution or other authorization demonstrating such persons to sign the Signature Page on behalf of the LLC.

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: Xerox
BUSINESS ADDRESS: 123 North Wacker
Chicago, Ill
BUSINESS TELEPHONE: 847 517 2006 FAX NUMBER: 708 706 4593
CONTACT PERSON: Darryl Denham
FEIN: 160468020 *IL CORPORATE FILE NUMBER: _____

LIST THE FOLLOWING CORPORATE OFFICERS:

PRESIDENT: Ursula Burns VICE PRESIDENT: Jim Firestone
SECRETARY: DON LIV TREASURER: LUCIA MAESTRI
**SIGNATURE OF PRESIDENT: [Signature]
ATTEST: [Signature] (CORPORATE SECRETARY)

Subscribed and sworn to before me this
16th day of January 2013
X [Signature]
Notary Public Signature

My commission expires:
3-25-2016
Notary Seal

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

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

XEROX CORPORATION

Certificate of Assistant Secretary

I, Douglas H. Marshall, Assistant Secretary of Xerox Corporation, a New York corporation (the "Company"), DO HEREBY CERTIFY that:

1. The following is a true and correct copy of a resolution duly adopted at a meeting of the Board of Directors of the Company duly held and convened on July 14, 1980, at which meeting a duly constituted quorum of the Board of Directors was present and acting throughout and that such resolution has not been modified, rescinded or revoked and is at present in full force and effect:

RESOLVED: that the President, any Vice President, the Treasurer, the Controller and any Manager or Director of any group, division or department of the Company, be, and each of them severally is, empowered to execute and deliver in the name and on behalf of the Company all agreements, contracts, bids, instruments of conveyance or encumbrance, leases, bonds, consents, certificates (including any non-collusion certificates required by any governmental entity, department, agency or official), releases, powers of attorney and other documents which may be necessary or desirable in and relating to the ordinary conduct of the business of the group, division or department which he serves in that capacity.

2. Gina Miller is as of the date hereof the Region Vice President, Illinois, in the Midwest Entity, United States Solutions Group of the Company and is authorized to act under the above resolution.

IN WITNESS WHEREOF, the undersigned has executed this Certificate and affixed the corporate seal of the Company hereto this 25th day of August, 2010.



Douglas H. Marshall
Assistant Secretary

[SEAL]

RECEIVED
APR 23 2012
BY: _____

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 11 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

12-90-441

OR

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

TOTAL AMOUNT OF CONTRACT: \$ 2,713,770.00
(DOLLARS AND CENTS)

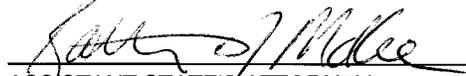
FUND CHARGEABLE: _____

APPROVED BY THE BOARD OF
COOK COUNTY COMMISSIONERS

FEB 11 2013

APPROVED AS TO FORM:

COM _____



ASSISTANT STATE'S ATTORNEY

(Required on contracts over \$1,000,000.00)