PROFESSIONAL PRODUCTS AND SERVICES AGREEMENT

Contract #13-28-026

BETWEEN

COOK COUNTY GOVERNMENT

AND

CDW GOVERNMENT LLC

PROFESSIONAL SERVICES AGREEMENT

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AGREEMENT

This Agreement is made and entered into by and between the County of Cook, a public body corporate of the State of Illinois, on behalf of Office of the Chief Procurement Officer hereinafter referred to as "County" and CDW Government LLC, doing business as a limited liability company of the State of Illinois hereinafter referred to as "Contractor", pursuant to authorization by the Cook County Board of Commissioners on the 8th day of May, 2013, as evidenced by Board Authorization letter attached hereto as EXHIBIT "4".

BACKGROUND

The County of Cook enters this Agreement after Request for Proposals "RFP" for 105081-Computer Hardware, Software, Peripherals, and Related Maintenance was issued in collaboration with the City of Chicago. Proposals were evaluated in accordance with the evaluation criteria published in the RFP. The Contractor was selected based on the proposal submitted and evaluated by the County representatives.

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

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

TERMS AND CONDITIONS

ARTICLE 1) INCORPORATION OF BACKGROUND

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

ARTICLE 2) DEFINITIONS

a) Definitions

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

"**Additional Services**" means those services which are within the general scope of Services of this Agreement, but beyond the description of services required under Article 3, and all services reasonably necessary to complete the Additional Services to the standards of performance required by this Agreement. Any Additional Services requested by the Department require the approval of the Chief Procurement Officer in a written modification to this Agreement before Contractor is obligated to perform those Additional Services and before the County becomes obligated to pay for those Additional Services.

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

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

"**Department**" means the Cook County Using Department.

"**Products**" means hardware, software, components, and other items sold by Contractor to the County under this Agreement.

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

"**Statement of Work**" or "**SOW**" means a document referencing this Agreement and describing the type and nature of Services that are to be performed by Contractor for the County. The document shall be on the form found in Exhibit 2 or as otherwise agreed to by the parties in writing.

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

b) Interpretation

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

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

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

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

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

vi) All references to a number of days mean calendar days, unless expressly indicated otherwise.

c) Incorporation of Exhibits

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

Exhibit 1	Scope of Work Attachment 1 – Price Proposal Attachment 2 – Installation Services Attachment 3 – Training and Service Rate Attachment 4 – Travel Policy Attachment 5 – Return Policy
Exhibit 2	Sample SOW
Exhibit 3	Evidence of Insurance
Exhibit 4	Board Authorization

d) Order of Precedence

The terms and conditions of the documents that comprise this Agreement shall be read as consistently as possible. However, in the event that there is a conflict between or among any of the terms and conditions of the following documents referenced below (which are collectively known as the "Agreement"), the order of precedence to be used in interpreting the documents, from highest to lowest in priority, shall be as follows:

Articles 1-12 of the Agreement

Exhibit 1 Scope of Work
Exhibit 2 Statement Of Work
Exhibit 3 Evidence of Insurance
Exhibit 4 Board Authorization

ARTICLE 3) DUTIES AND RESPONSIBILITIES OF CONTRACTOR

a) Scope of Services

This description of Services is intended to be general in nature and is neither a complete description of Contractor's Services nor a limitation on the Services that Contractor is to provide under this Agreement. Contractor must provide the Services in accordance with the standards of performance set forth in Section 3c. The Services that Contractor must provide include, but are not limited to, those described Exhibit 1, Scope of Work ("Scope"), and in SOWs entered into from time to time as provided in Exhibit 2 Statement Of Work ("SOW"), which is attached to this Agreement and incorporated by reference as if fully set forth here.

b) Deliverables

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

If the Deliverables are not performed to the standard set forth in Article 3(c), Contractor shall either re-perform the portion of the Deliverables that is not in compliance with this warranty, or issue a refund. If the County determines that Contractor has failed to comply with the foregoing standards, it has 30 days from the completion of the portion of Deliverable to notify Contractor of its failure. If Contractor does not correct the failure, if it is possible to do so, within 30 days after receipt of notice from the County specifying the failure, then the County, by written notice, may treat the failure as a default of this Agreement under Article 9.

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

c) Standard of Performance

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

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

This provision in no way limits the County's rights against Contractor either under this Agreement, at law or in equity.

With regard to Products, all warranties originate with the manufacturers and not Contractor. In the event that noncompliant Products are provided to the County, the County shall have the benefit of Contractor's return policy.

All warranties not expressly set forth in this Agreement are disclaimed.

d) Personnel

i) **Adequate Staffing**

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

ii) **Key Personnel**

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

iii) **Salaries and Wages**

Contractor and Subcontractors must pay all salaries and wages due all employees performing Services under this Agreement in compliance with applicable law and at least once a month without deduction or rebate on any account, except only for those payroll deductions that are mandatory by law or are permitted under applicable law and regulations. If in the performance of this Agreement Contractor underpays any such salaries or wages, the Comptroller for the County may withhold, out of payments due to Contractor, an amount sufficient to pay to employees underpaid the difference between the salaries or wages required to be paid under this Agreement and the salaries or wages actually paid these employees for the total number of hours worked. The amounts withheld may be disbursed by the Comptroller for and on account of Contractor to the respective employees to whom they are due. The parties acknowledge that this Section 3.4(c) is solely for the benefit of the County and that it does not grant any third party beneficiary rights.

e) Minority and Women's Business Enterprises Commitment

In the performance of this Agreement, including the procurement and lease of materials or equipment, Contractor must abide by the minority and women's business enterprise commitment requirements of the Cook County Ordinance, (Article IV, Section 34-267 through 272) except to the extent waived by the Compliance Director. Contractor's completed MBE/WBE Utilization Plan evidencing its compliance with this requirement are a part of this Agreement, in Section 1 of the Economic Disclosure Statement, upon acceptance by the Compliance Director. Contractor must utilize minority and women's business enterprises at the greater of the amounts committed to by the Contractor for this Agreement in accordance with Section 1 of the Economic Disclosure Statement.

f) Insurance

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

i) **Insurance To Be Provided**

(1) Workers Compensation and Employers Liability

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

(2) Commercial General Liability (Primary)

Commercial General Liability Insurance or equivalent with limits of not less than $2,000,000 per occurrence for bodily injury, personal injury and property damage liability. Coverages must include the following: All premises and operations, products/completed operations, separation

of insureds, defense and contractual liability (with no limitation endorsement). Cook County is to be included as an additional insured on a primary, non-contributory basis for any liability arising directly or indirectly from the Services. Umbrella limits may be used to meet said requirements.

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

(3) Automobile Liability (Primary and Umbrella)

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

(4) Professional Liability

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

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

(5) Valuable Papers

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

ii) **Additional Requirements**

(1) Contractor must furnish the County of Cook, Cook County, Office of the Chief Procurement Officer, 118 N, Clark St., Room 1018, Chicago, IL 60602, original Certificates of Insurance, or such similar evidence, to be in force on the date of this Agreement, and Renewal Certificates of Insurance, or such similar evidence, if the coverages have an expiration or renewal date occurring during the term of this Agreement. Contractor must submit evidence of insurance on the County Insurance Certificate Form (copy attached as Exhibit 3) or equivalent prior to Agreement award. The receipt of any certificate does not constitute agreement by the County that the insurance requirements in this Agreement have been fully met or that the insurance policies indicated on the certificate are in compliance with all Agreement requirements. The failure of the County to obtain certificates or other insurance evidence from

Contractor is not a waiver by the County of any requirements for Contractor to obtain and maintain the specified coverages. Contractor must advise all insurers of the provisions in this Agreement regarding insurance. Non-conforming insurance does not relieve Contractor of the obligation to provide insurance as specified in this Agreement. Nonfulfillment of the insurance conditions may constitute a violation of this Agreement, and the County retains the right to terminate this Agreement or to suspend this Agreement until proper evidence of insurance is provided.

(1) Consultant must provide 60 days notice to the County should any of the policies be cancelled or non-renewed before the expiration date thereof. All deductibles or self-insured retentions on referenced insurance coverages must be borne by Contractor. Contractor agrees that insurers waive their rights of subrogation against the County of Cook, its employees, elected officials, agents or representatives for general liability, auto liability and workers' compensation coverages.

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

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

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

(5) The County's Risk Management Office maintains the right to modify, delete, alter or change these requirements. "**Risk Management Office**" means the Risk Management Office, which is under the direction of the Director of Risk Management and is charged with reviewing and analyzing insurance and related liability matters for the County.

g) Indemnification

The 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 third party costs, expenses, attorney's fees, losses, damages and liabilities incurred or suffered directly or indirectly from or attributable to any claims arising out of or incident to the negligence or willful misconduct of the Contractor, or the acts or omissions of the officers, agents, employees, contractors, subcontractors, licensees or invitees of the Contractor, and resulting in bodily injury, damage to tangible personal property, or death. 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.

h) 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 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.

With regard to Services, all documents, data, studies, reports, work product or product created uniquely for the County as a result of the performance of the Contract (the "Documents") and identified in a statement of work as "Deliverables" shall be the property of the County of Cook. Contractor shall maintain ownership of all of its pre-existing work (meaning any work product, processes, data, or methodology that existed prior to the commencement of Services). 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, whether such reproduction or use is for Contractor's own purposes or for those of any third party. During the performance of the Contract, Contractor shall be responsible of any loss or damage to the Documents while they are in Contractor's possession and to the extent resulting from its willful or negligent conduct, 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. In the case of Products, licenses originate from the manufacturer and are subject to the terms and conditions of the applicable EULA.

i) Patents, Copyrights and Licenses

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

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

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 reasonable 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.

j) Examination of Records and Audits

The Contractor agrees that the Cook County Auditor or any of its duly authorized representatives shall, until expiration of three (3) years after the final payment under the Contract, have access and the right to examine at an agreed to time and place any books, documents, papers, canceled checks, bank statements, purveyor's and other invoices, and records of the Contractor directly related to the fees paid under this 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. No audit shall occur more frequently than once per year unless a material discrepancy is found.

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 County or any of its duly authorized representatives shall, until expiration of three (3) years after final payment under the subcontract, have access and the right to examine any books, documents, papers, canceled checks, bank statements, purveyor's and other invoices and records of such subcontractor involving transactions relating to the subcontract, or to such subcontractor's compliance with any term, condition or provision thereunder or under the Contract.

In the event the Contractor receives payment under the Contract, reimbursement for which is later determined to be erroneous, 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. In the event that such erroneous reimbursement is found either wholly or partially to have been caused by Contractor's fraudulent billing practices, Contractor shall also pay an amount to the County equal to twice the erroneously reimbursed amount as well as the County's reasonably incurred audit costs; provided that availability or payment of such amounts from Contractor shall not be construed as liquidated damages and shall not limit the County's otherwise available remedies.

The Contractor shall timely disclose in writing to the Cook County Chief Procurement Officer, whenever the Contractor has credible evidence that a principal, employee, agent of subcontractor of the Contractor directly associated with obtaining the award, performance or closeout of this Agreement has engaged in fraudulent billing practices, or has committed any violation of any applicable federal, state, local laws or Cook County ordinances involving fraud, bribery, or attempts to defraud. This disclosure requirement continues until at least three (3) years after final

payment of this Agreement.

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.

k) Subcontract Subcontracting or Assignment of Contract or Contract Funds

Once awarded, this Contract shall not be subcontracted or assigned, in whole or in part, without the advance written approval of the Chief Procurement Officer, which approval shall be granted or withheld at the sole discretion of the Chief Procurement Officer. Notwithstanding, Contractor may assign this Agreement to a successor in interest or a closely held affiliate. 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 names of 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 other than one prohibited by law. All contractors and subcontractors of the Contractor shall be accountable to the Chief Procurement Officer or his designee while on any County property and shall abide by all rules and regulations imposed by the County.

ARTICLE 4) TERM OF PERFORMANCE

a) Term of Performance

This Agreement takes effect when approved by the Cook County Board and its term shall begin on May 15th, 2013 ("**Effective Date**") and continue for a period of three (3) years thereafter until May 14, 2016 or until this Agreement is terminated in accordance with its terms, whichever occurs first. This Agreement may be renewed upon agreement of both parties as described in section 4(c). The amount payable under the initial term of this Agreement shall not exceed $28,165,500.00.

b) Timeliness of Performance

i) Contractor must provide the Services and Deliverables within the term and within the time limits required under this Agreement, pursuant to the provisions of Section 4.a and Exhibit 1. Further, Contractor acknowledges that it will use commercially reasonable standards to meet delivery and performance expectations. Time is of the essence with regard to service performance deadlines if so set forth in a Statement of Work.

Neither Contractor nor Contractor's agents, employees or Subcontractors are entitled to any damages from the County, nor is any party entitled to be reimbursed by the County, for damages, charges or other losses or expenses incurred by Contractor by reason of delays or hindrances in the performance of the Services, unless caused by the willful or negligent acts of County.

c) Agreement Extension Option

The Chief Procurement Officer may at any time before this Agreement expires elect to extend this Agreement for up to 2 additional one-year periods under the same terms and conditions as

this original Agreement, except as provided otherwise in this Agreement, by notice in writing to Contractor and with Contractor's agreement. After notification by the Chief Procurement Officer, this Agreement must be modified to reflect the time extension in accordance with the provisions of Section 10.c.

ARTICLE 5) COMPENSATION

a) Basis of Payment

The County will pay Contractor according to the product pricing set forth in Exhibit 1, Scope, and with regard to Services, as set forth in an SOW, as provided in Exhibit 2, Statement Of Work, for the successful completion of Services. Charges for the services set forth in an SOW shall be in according with the pricing structure set forth in Exhibit 1, Scope, or for the types of Services not set forth in Exhibit 1, as otherwise agreed to by the parties in writing.

b) Method of Payment

All invoices submitted by the Contractor shall be in accordance with the agreed to pricing as set forth in Exhibit 1, Scope, an SOW, or in a purchase order accepted by the parties. The invoices shall contain a detailed description of the Deliverables for which payment is requested. All invoices shall reflect the amounts invoiced by and the amounts paid to the Contractor as of the date of the invoice, and shall be submitted together with a properly completed County Voucher form (29A). Invoices for new charges shall not include "past due" amounts, if any, which amounts must be set forth on a separate invoice. No payments shall be made with respect to invoices which do not include the County Voucher form or which otherwise fail to comply with the requirements of this paragraph. Contractor shall not be entitled to invoice the County for any late fees or other penalties. Payments are due thirty (30) days after receipt of invoice.

c) Funding

Payments under this Agreement for Services must not exceed the dollar amount shown in an SOW without a written amendment or change order.

d) Non-Appropriation

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

e) Taxes

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

f) Price Reduction

If at any time after the execution of the Contract, Contractor makes a general price reduction to its customers in the price of any of the Products or its Service rates, the equivalent price reduction based on similar quantities and/or considerations, to similarly situated customers purchasing under substantially similar terms and conditions, shall apply to this Contract for the duration of the Contract period. For purposes of this Section 5.f., 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 Products and Services. Such price reductions shall be effective at the same time and in the same manner as the advertised price reduction that Contractor to its prospective customers generally.

g) Contractor Credits

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

ARTICLE 6) DISPUTES

Any dispute arising under the Contract between the County and Contractor shall be decided by the 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 her decision to writing and mail or otherwise furnish a copy thereof to the Contractor. The decision of the Chief Procurement Officer will be final and binding. Dispute resolution as provided herein shall be a condition precedent to any other action at law or in equity. However, unless a notice is issued by the Chief Procurement Officer indicating that additional time is required to review a dispute, the parties may exercise their contractual remedies, if any, if no decision is made within sixty (60) days following notification to the Chief Procurement Officer of a dispute. No inference shall be drawn from the absence of a decision by the Chief Procurement Officer. Notwithstanding a dispute, Contractor shall continue to discharge

all its obligations, duties and responsibilities set forth in the Contract during any dispute resolution proceeding unless otherwise agreed to by the County in writing.

ARTICLE 7) COMPLIANCE WITH ALL LAWS

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

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

ARTICLE 8) SPECIAL CONDITIONS

a) Warranties and Representations

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

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

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

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

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

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

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

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

b) Ethics

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

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

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

c) Joint and Several Liability

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

d) Business Documents

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

e) Conflicts of Interest

i) No member of the governing body of the County or other unit of government and no other officer, employee or agent of the County or other unit of government who exercises any functions or responsibilities in connection with the Services to which this Agreement pertains is permitted to have any personal interest, direct or indirect, in this Agreement. No member of or delegate to the Congress of the United States or the Illinois General Assembly and no Commissioner of the Cook County Board or County employee is allowed to be admitted to any share or part of this Agreement or to any financial benefit to arise from it.

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

iii) Upon the request of the County, Contractor must disclose to the County, subject to confidentiality requirements and on a need to know basis, its past client list and the names of any clients with whom it has an ongoing relationship. Contractor is not permitted to perform any Services for the County on applications or other documents submitted to the County by any of Contractor's past or present clients. If Contractor becomes aware of a conflict, it must immediately stop work on the assignment causing the conflict and notify the County.

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

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

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

f) Non-Liability of Public Officials

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

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

a) Events of Default Defined

The following constitute events of default, provided that Contractor has a thirty (30) day chance to cure any default:

i) Any material misrepresentation, whether negligent or willful and whether in the inducement or in the performance, made by Contractor to the County.

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

(a) Failure due to a reason or circumstances within Contractor's reasonable control to perform the Services with sufficient personnel and equipment or with sufficient material to ensure the performance of the Services;

(b) Failure to perform the Services in a manner reasonably satisfactory to the Chief Procurement Officer or inability to perform the Services satisfactorily as a result of insolvency, filing for bankruptcy or assignment for the benefit of creditors;

(c) Failure to promptly re-perform within a reasonable time Services that were rejected as erroneous or unsatisfactory under Article 3(b) of this Agreement;

(d) Discontinuance of the Services for reasons within Contractor's reasonable control; and

(e) Failure to comply with any other material term of this Agreement, including the provisions concerning insurance and nondiscrimination.

iii) Excluding assignment to a successor in interest or a closely held affiliate, any change in ownership or control of Contractor without the prior written approval of the Chief Procurement Officer, which approval the Chief Procurement Officer will not unreasonably withhold.

iv) Contractor's default under any other agreement it may presently have or may enter into with the County during the life of this Agreement. Contractor acknowledges and agrees that in the event of a default under this Agreement the County may also declare a default under any such other Agreements.

(v) Failure to comply with Section 7a. in the performance of the Agreement.

(vi) Contractor's repeated or continued violations of County ordinances unrelated to performance under the Agreement that in the opinion of the Chief Procurement Officer indicate a willful or reckless disregard for County laws and regulations.

b) **Remedies**

The occurrence of any event of default permits the County, at the County's sole option, to declare Contractor in default. The Chief Procurement Officer shall give Contractor an opportunity to cure the default within a period of time of 30 days, unless extended by the Chief Procurement Officer.

The Chief Procurement Officer will give Contractor written notice of the default, either in the form of a cure notice ("**Cure Notice**"), or, if the default had not been cured within the cure period, a default notice ("**Default Notice**"). If the Chief Procurement Officer gives a Default Notice, he will also indicate any present intent he may have to terminate this Agreement, and the decision to terminate (but not the decision not to terminate) is final and effective upon giving the notice. The Chief Procurement Officer may give a Default Notice if Contractor fails to effect a cure within the cure period given in a Cure Notice. When a Default Notice with intent to terminate is given as provided in this Section 9.b and Article 11, Contractor must discontinue any Services, unless otherwise directed in the notice, and deliver all materials accumulated in the performance of this Agreement, whether completed or in the process, to the County. After giving a Default Notice, the County may invoke any or all of the following remedies:

i) The right to take over and complete the Services, or any part of them, at Contractor's expense and as agent for Contractor, either directly or through others, and bill Contractor for the reasonable cost of the Services, and Contractor must pay the difference between the total amount of this bill and the amount the County would have paid Contractor under the terms and conditions of this Agreement for the Services that were assumed by the County as agent for the Contractor under this Section 9.2;

ii) The right to terminate this Agreement as to any or all of the Services yet to be performed effective at a time specified by the County;

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

iv) The right to direct money damages;

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

vi) The right to consider Contractor non-responsible in future contracts to be awarded by the County.

If the Chief Procurement Officer considers it to be in the County's best interests, he may elect not to declare default or to terminate this Agreement. The parties acknowledge that this provision is solely for the benefit of the County and that if the County permits Contractor to continue to provide the Services despite one or more events of default, Contractor is in no way

relieved of any of its responsibilities, duties or obligations under this Agreement, nor does the County waive or relinquish any of its rights.

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

vii) NEITHER PARTY WILL BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, PUNITIVE, SPECIAL OR ANY OTHER INDIRECT TYPES OF DAMAGES. IN THE EVENT OF ANY LIABILITY INCURRED UNDER THIS AGREEMENT, EACH PARTY'S LIABILITY SHALL BE LIMITED TO EITHER (A) ONE MILLION DOLLARS AND NO CENTS ($1,000,000.00); OR (B) THE AMOUNTS PAYABLE UNDER THIS AGREEMENT BY THE COUNTY OVER THE TWELVE (12) MONTHS PRECEDING THE CLAIM, WHICH EVER IS LARGER.

c) Early Termination

In addition to termination under Sections 9.1 and 9.2 of this Agreement, the County may terminate this Agreement, or all or any portion of the Services to be performed under it, at any time with thirty (30) days notice in writing from the County to Contractor. The County will give notice to Contractor in accordance with the provisions of Article 11. The effective date of termination will be the date the notice is received by Contractor or the date stated in the notice, whichever is later, but shall in no event be less than thirty (30) days from receipt. If the County elects to terminate this Agreement in full, all Services to be provided under it must cease and all materials that may have been accumulated in performing this Agreement, whether completed or in the process, must be delivered to the County effective 10 days after the date the notice is considered received as provided under Article 11 of this Agreement (if no date is given) or upon the effective date stated in the notice.

Contractor will not be entitled to make any early termination claims against the County resulting from any Subcontractor's claims against Contractor or the County to the extent inconsistent with this provision.

If the County's election to terminate this Agreement for default under Sections 9.1 and 9.2 is determined in a court of competent jurisdiction to have been wrongful, then in that case the termination is to be considered to be an early termination under this Section 9.3.

Contractor may terminate any a Statement of Work for reasons beyond the reasonable control of Contractor by providing the County with thirty (30) days prior written notice. Contractor may terminate any Statement of Work for convenience if so set forth in the Statement of Work, under the terms set forth therein.

d) Suspension

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

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

e) Right to Offset

i) In connection with performance under this Agreement:

The County may offset any excess costs incurred:

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

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

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

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

f.) Delays

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.

g.) Prepaid Fees

In the event this Contract is terminated by either party, for cause or otherwise, and the County has prepaid for any Deliverables, Contractor shall refund to the County, on a prorated basis to the effective date of termination, all amounts prepaid for Deliverables not actually provided as of the effective date of the termination. The refund shall be made within thirty (30) days of the effective date of termination.

ARTICLE 10) GENERAL CONDITIONS

a) Entire Agreement

i) General

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

ii) No Collateral Agreements

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

iii) No Omissions

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

b) Counterparts

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

c) Modifications and Amendments

The parties may from time to time during the term of the Contract make modifications and amendments to the Contract but only as provided in this section. Such modifications and amendments shall only be made by mutual agreement in writing. Modifications and amendments which individually or cumulatively result in additional cost of $150,000.00 or greater or which extend the term of the Contract by a year (365) days or more shall not be deemed as authorized without the approval of the Cook County Board of Commissioners, as evidenced by a signed, written modification or amendment. Modifications and amendments which increase cost by less than $150,000.00 or which do not extend the term of the Contract by more than a year (365) days may be made with the written approval of the Chief Procurement Officer.

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

Contractor is hereby notified that, except for modifications and amendments which are made in accordance with this Section10.c., Modifications and Amendments, no County department or employee thereof has authority to make any modification or amendment to this Contract.

d) Governing Law and Jurisdiction

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

e) Severability

If any provision of this Agreement is held or considered to be or is in fact invalid, illegal, inoperative or unenforceable as applied in any particular case in any jurisdiction or in all cases because it conflicts with any other provision or provisions of this Agreement or of any constitution, statute, ordinance, rule of law or public policy, or for any other reason, those circumstances do not have the effect of rendering the provision in question invalid, illegal, inoperative or unenforceable in any other case or circumstances, or of rendering any other

provision or provisions in this Agreement invalid, illegal, inoperative or unenforceable to any extent whatsoever. The invalidity, illegality, inoperativeness or unenforceability of any one or more phrases, sentences, clauses or sections in this Agreement does not affect the remaining portions of this Agreement or any part of it.

f) Assigns

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

g) Cooperation

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

h) Waiver

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

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

i) Independent Contractor

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

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

i) The County will not be liable under or by reason of this Agreement for the payment of any compensation award or damages in connection with the Contractor performing the Services required under this Agreement.

ii) Contractor is not entitled to membership in the County Pension Fund, Group Medical Insurance Program, Group Dental Program, Group Vision Care, Group Life Insurance Program, Deferred Income Program, vacation, sick leave, extended sick leave, or any other benefits ordinarily provided to individuals employed and paid through the regular payrolls of the County.

iii) The County is not required to deduct or withhold any taxes, FICA or other deductions from any compensation provided to the Contractor.

j) 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.

ARTICLE 11) NOTICES

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

If to the County: Cook County Bureau of Technology
69 West Washington Street, Suite 2700
Chicago, Illinois 60602
Attention: Chief Information Officer

and

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

If to Contractor: CDW Government LLC
230 North Milwaukee Ave.
Vernon Hills, IL 60061
Attention: General Counsel

and

CDW Government LLC
2 Corporate Drive, Suite 800
Shelton, CT 06484
Attention: Director, Program Sales

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

ARTICLE 12) AUTHORITY

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

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)

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

II. [X] **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: KBS Computer Services, Inc.

Address: 8056 W. 186th Street Tinley Park, IL 60487

E-mail: tonyk@kbs.us.com

Contact Person: Anthony R. Kitchens Phone: 708.720.5981 x159

Dollar Amount Participation: $ TBD
25% of software sales, excluding Adobe, McAfee, Microsoft,

Percent Amount of Participation: Symantec and VMware %

*Letter of Intent attached? Yes X No ____
*Letter of Certification attached? Yes X No ____

MBE/WBE Firm: ____

Address: ____

E-mail: ____

Contact Person: ____ Phone: ____

Dollar Amount Participation: $ ____

Percent Amount of Participation: ____ %

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

Attach additional sheets as needed.

***Additionally, all Letters of Intent, Letters of Certification and documentation of Good Faith Efforts omitted from this bid/proposal must be submitted to the Office of Contract Compliance so as to assure receipt by the Contract Compliance Administrator not later than three (3) business days after the reverse auction event date.**

Revised: 4/15/11

Cook County Government
Letter of Intent

M/WBE Firm: KBS Computer Services, Inc.
Certifying Agency: State of Illinois
Address: 8056 W. 186th Street
Certification Expiration Date: 09/30/2013
City/State: Tinley Park, IL Zip: 60487
FEIN #: 36-4155944
Phone: 708.720.5981 x159 Fax: 708.298.5807
Contact Person: Anthony R. Kitchens
Email: tonyk@kbs.us.com
Contract #:

Participation: [X] Direct [ ] Indirect

Will the M/WBE firm be subcontracting any of the performance of this contract to another firm?

[X] 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:

Software

Indicate the **Dollar Amount**, or **Percentage**, and the **Terms of Payment** for the above-described Commodities/ Services:

Dollar Amount: Depends on contract sales

Percentage: 25% of all software sales, excluding Adobe, McAfee, Microsoft, Symantec and VMware

Terms of Payment: NET 30 days

(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 they will enter into a formal written agreement for the above work, conditioned upon (1) Cook County's execution of a Prime Agreement with the Contractor; (2) Undersigned Subcontractor remaining compliant with all relevant credentials, codes, ordinances and statutes required by Contractor, Cook County, and the State to participate as a M/WBE firm for the above work. 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*)
Anthony R. Kitchens
Print Name
KBS Computer Services, Inc.
Firm Name
05/10/2013
Date

Subscribed and sworn before me
this 10th day of May, 2013.
Notary Public
OFFICIAL SEAL
State of Illinois
My Commission Expires Aug. 2014
SEAL

Signature (*Prime Bidder/Proposer*)
Tara K. Barbieri, Director, Program Sales
Print Name
CDW Government LLC
Firm Name
05/10/2013
Date

Subscribed and sworn before me
this 10th day of May, 2013.
Notary Public Melissa Chesrow
SEAL
"OFFICIAL SEAL"
MELISSA CHESROW
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 05/05/16

Revised 07/06/2012

CMS

ILLINOIS Pat Quinn, Governor

DEPARTMENT OF CENTRAL MANAGEMENT SERVICES

November 20, 2012

Anthony Kitchens
Kbs Computer Services Inc
15537 South 70th Court
Orland Park, IL 60462-5105

Certification Term Expires: September 30, 2013

Re: MBE Recognition Certification Approval
(CMSDC)

Dear Business Owner:

Congratulations! After reviewing the information that you supplied, we are pleased to inform you that your firm has been granted certification as a Minority Business Enterprise (MBE) under the Business Enterprise Program for Minorities, Females, and Persons with Disabilities.

BEP accepts the Chicago Minority Supplier Development Council's (CMSDC) certification regarding your business status. This outside certification is in effect with the State of Illinois as long as it is valid with the CMSDC.

At least 60 days prior to the anniversary day of your certification, you will be notified by BEP to update your certification as a condition of continued certification. In addition, should any changes occur in ownership and/or control of the business or other changes affecting the firm's operations, you are required to notify BEP within two weeks. Failure to notify our office of changes will result in decertification of your firm.

Please be advised, while this certification does not guarantee you will receive a State contract, it does assure your firm the opportunity to participate in the State's procurement process. Your firm's participation on State contracts will be credited only toward Minority Business Enterprise (MBE) goals in your area(s) of specialty. Your firm's name will appear in the State's Directory as a certified vendor with the Business Enterprise Program (BEP) in the specialty area(s) of:

EDP, CONSULTING SERVICES
EDP, HARDWARE MAINTENANCE
EDP, PC SOFTWARE
EDP, SOFTWARE MAINTENANCE
EDP, MICROCOMPUTERS, WORKSTATION/
EDP, MID RANGE - HARDWARE (AS400,RISC)
EDP, MID RANGE - SOFTWARE (AS400,RISC)
EDP,MICROCOMPUTERS, SERVERS/LAN HARDWARE
EDP, MAINFRAME SOFTWARE
EDP, OTHER
DATA
VOICE
VIDEO
WIRELESS

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 you may provide.

Thank you for your participation in the Business Enterprise Program (BEP). We welcome your participation and wish you continued success.

Sincerely,

Gladys Rodriguez
Certification Manager
Business Enterprise Program

(L21MBE)

PETITION FOR WAIVER OF MBE/WBE PARTICIPATION (SECTION 3) **This form is Not Applicable**

A. BIDDER/PROPOSER HEREBY REQUESTS:

☐ **FULL MBE WAIVER** ☐ **FULL WBE WAIVER**

☐ **REDUCTION (PARTIAL MBE and/or WBE PARTICIPATION)**

____ % of Reduction for MBE Participation
____ % of Reduction for WBE Participation

B. REASON FOR FULL/REDUCTION WAIVER REQUEST

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

☐ (1) Lack of sufficient qualified MBEs and/or WBEs capable of providing the goods or services required by the contract. **(Please explain)**

☐ (2) The specifications and necessary requirements for performing the contract make it impossible or economically infeasible to divide the contract to enable the contractor to utilize MBEs and/or WBEs in accordance with the applicable participation. **(Please explain)**

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

☐ (4) There are other relevant factors making it impossible or economically infeasible to utilize MBE and/or WBE firms. **(Please explain)**

C. GOOD FAITH EFFORTS TO OBTAIN MBE/WBE PARTICIPATION

☐ (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 e timely manner in one or more daily newspapers and/or trade publication for MBEs and WBEs for supply of goods and services. **(Please attach)**

☐ (4) Used the services and assistance of the Office of Contract Compliance staff. **(Please explain)**

☐ (5) Engaged MBEs & WBEs for indirect participation. **(Please explain)**

D. OTHER RELEVANT INFORMATION

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

CERTIFICATIONS (SECTION 4)

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

A. PERSONS AND ENTITIES SUBJECT TO DISQUALIFICATION

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

1) Has been convicted of an act committed, within the State of Illinois, of bribery or attempting to bribe an officer or employee of a unit of state, federal or local government or school district in the State of Illinois in that officer's or employee's official capacity;

2) Has been convicted by federal, state or local government of an act of bid-rigging or attempting to rig bids as defined in the Sherman Anti-Trust Act and Clayton Act. Act. 15 U.S.C. Section 1 *et seq.;*

3) Has been convicted of bid-rigging or attempting to rig bids under the laws of federal, state or local government;

4) Has been convicted of an act committed, within the State, of price-fixing or attempting to fix prices as defined by the Sherman Anti-Trust Act and the Clayton Act. 15 U.S.C. Section 1, *et seq.;*

5) Has been convicted of price-fixing or attempting to fix prices under the laws the State;

6) Has been convicted of defrauding or attempting to defraud any unit of state or local government or school district within the State of Illinois;

7) Has made an admission of guilt of such conduct as set forth in subsections (1) through (6) above which admission is a matter of record, whether or not such person or business entity was subject to prosecution for the offense or offenses admitted to; or

8) Has entered a plea of *nolo contendere* to charge of bribery, price-fixing, bid-rigging, or fraud, as set forth in sub-paragraphs (1) through (6) above.

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

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

B. BID-RIGGING OR BID ROTATING

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

C. DRUG FREE WORKPLACE ACT

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

D. DELINQUENCY IN PAYMENT OF TAXES

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

E. HUMAN RIGHTS ORDINANCE

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

F. ILLINOIS HUMAN RIGHTS ACT

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

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

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

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

The Code requires that a living wage must be peid 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

None

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

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

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

Yes:_____ No: X

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

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

Yes:_____ No: X *

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

Every Applicant for a County Privilege shall be in full compliance with any child support order before such Applicant is entitled to receive or renew a County Privilege. When delinquent child support exists, the County shall not issue or renew any County Privilege, and may revoke any County Privilege.

All Applicants are required to review the Cook County Affidavit of Child Support Obligations attached to this EDS (EDS-8) and complete the following, based upon the definitions and other information included in such Affidavit.

* CDW•G currently has 623 out of 1,324 coworkers in our Chicago Loop office.

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) X 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:

None

_____

_____

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 [X] Applicant or [ ] Stock/Beneficial Interest Holder

This Statement is an: [X] Original Statement or [ ] Amended Statement

Identifying Information:

Name CDW Government LLC D/B/A: CDW-G EIN NO.: 36-4230110*

Street Address: 230 N. Milwaukee Ave.

City: Vernon Hills State: IL Zip Code: 60061

Phone No.: 800.808.4239

Form of Legal Entity:

[ ] Sole Proprietor [ ] Partnership [ ] Corporation [ ] Trustee of Land Trust

[ ] Business Trust [ ] Estate [ ] Association [ ] Joint Venture

[X] Other (describe) Limited Liability Company

* CDW Government LLC is disregarded as an entity separate from its owner (CDW LLC) for Federal income tax purposes. Accordingly, for all issues concerning Federal income taxes please revert to the CDW LLC (parent) FEIN: 36-3310735. CDW LLC is a single-member LLC that elects to file Federal income taxes as a corporation.

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
CDW LLC	300 N. Milwaukee Ave. Vernon Hills, IL 60061	100%

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

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

3. Is the Applicant constructively controlled by another person or Legal Entity? [X] 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
CDW LLC	300 N. Milwaukee Ave. Vernon Hills, IL 60061	100%	Parent Company

Declaration (check the applicable box):

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

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

Tara K. Barbieri
Name of Authorized Applicant/Holder Representative (please print or type)

Director, Program Sales
Title

Tara K Barbieri
Signature

02/13/2013
Date

PSO@cdw.com
E-mail address

800.808.4239
Phone Number

Subscribed to and sworn before me this 13th day of February 2013

My commission expires: 05/05/2016

x Melissa Chesrow
Notary Public Signature

"OFFICIAL SEAL"
MELISSA CHESROW
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 05/05/16

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 oall 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 ageney 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
- Child
- Brother
- Sister
- Aunt
- Uncle
- Niece
- Nephew
- Grandparent
- Grandchild
- Father-in-law
- Mother-in-law
- Son-in-law
- Daughter-in-law
- Brother-in-law
- Sister-in-law
- Stepfather
- Stepmother
- Stepson
- Stepdaughter
- Stepbrother
- Stepsister
- Half-brother
- Half-sister

"*Person*" means any individual, entity, corporation, partnership, firm, association, union, trust, estate, as well as any parent or subsidiary of any of the foregoing, and whether or not operated for profit.

SWORN FAMILIAL RELATIONSHIP DISCLOSURE FORM

Pursuant to Section 2-582 of the Cook County Ethics Ordinance, any *person* doing business** with Cook County must disclose, to the Cook County Board of Ethics, the existence of *familial relationships** to any person holding elective office in the State of Illinois, Cook County, or in any municipality within Cook County. Please print your responses.

Name of ~~Owner~~/Employee: Tara K. Barbieri Title: Director, Program Sales

Business Entity Name: CDW Government LLC Phone: 800.808.4239

Business Entity Address: 230 N. Milwaukee Ave. Vernon Hills, IL 60061

____ The following familial relationship exists between the owner or any employee of the business entity contracted to do business with Cook County ***and*** any person holding elective office in the State of Illinois, Cook County, or in any municipality within Cook County.

	Owner/Employee Name:	Related to:	Relationship:
1.			
2.			
3.			
4.			
5.			

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

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

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

Tara K. Barbieri
Director, Program Sales 02/13/2013
~~Owner~~/Employee's Signature Date

Subscribe and sworn before me this 13th Day of February, 20 13

a Notary Public in and for Lake County

Melissa Chesrow
(Signature)

"OFFICIAL SEAL"
NOTARY PUBLIC MELISSA CHESROW
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 05/05/16

NOTARY PUBLIC SEAL

My Commission expires 05/05/2016

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 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: CDW Government LLC

BUSINESS ADDRESS: 230 N. Milwaukee Ave. Vernon Hills, IL 60061

BUSINESS TELEPHONE: 866.339.7925 FAX NUMBER: 312.705.9193

CONTACT PERSON: Jennifer Lagoni, Senior Account Manager

FEIN: 36-4230110* * CORPORATE FILE NUMBER: 0290923-5

MANAGING MEMBER: MANAGING MEMBER:

**SIGNATURE OF MANAGER:
Tara K. Barbieri, Director, Program Sales

ATTEST:
Maureen O'Connell, Manager, Proposal Teams

Subscribed and sworn to before me this
13th day of February, 2013.

x
Notary Public Signature

"OFFICIAL SEAL"
MELISSA CHESROW
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 05/05/16

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.**

* CDW Government LLC is disregarded as an entity separate from its owner (CDW LLC) for Federal Income tax purposes. Accordingly, for all issues concerning Federal income taxes please revert to the CDW LLC (parent) FEIN: 36-3310735. CDW LLC is a single-member LLC that elects to file Federal income taxes as a corporation.

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: CDW Government LLC

BUSINESS ADDRESS: 230 N. Milwaukee Ave. Vernon Hills, IL 60061

BUSINESS TELEPHONE: 866.339.7925 FAX NUMBER: 312.705.9193

CONTACT PERSON: Jennifer Lagoni, Senior Account Manager

FEIN: 36-4230110* * CORPORATE FILE NUMBER: 0290923-5

MANAGING MEMBER: MANAGING MEMBER:

**SIGNATURE OF MANAGER: Tara K. Barbieri

Tara K. Barbieri, Director, Program Sales

ATTEST: Maureen O'Connell

Maureen O'Connell, Manager, Proposal Teams

Subscribed and swom to before me this

13th day of February, 20 13.

x Melissa Chesrow

Notary Public Signature

"OFFICIAL SEAL"
MELISSA CHESROW
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 05/05/16

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.**

* CDW Government LLC is disregarded as an entity separate from its owner (CDW LLC) for Federal income tax purposes. Accordingly, for all issues concerning Federal income taxes please revert to the CDW LLC (parent) FEIN: 36-3310735. CDW LLC is a single-member LLC that elects to file Federal income taxes as a corporation.

One CDW Way
230 N. Milwaukee Avenue
Vernon Hills, IL 60061

Phone: 847.465.6000
Fax: 847.419.6200
Toll-free: 800.808.4239

CDWG.com

December 17, 2012

To: Tara Barbieri, Director Program Sales

By means of this letter, I, Christina V. Rother, President, CDW Government LLC, delegate the authority herein described below to the above named person, under the following terms and conditions:

1. Delegate may execute, on my behalf, Proposals, Contracts, NDA's, Master Agreements, and all such documents related to CDW Government LLC providing products and services with a period of performance not to exceed 10 years.
2. The contracts subject to this delegation are those relating to sales of products delivered and services performed within the United States of America between CDW Government LLC and customers.
3. This delegation is effective on the above date and shall run through December 31, 2013.
4. The authority delegated herein is not subject to sub-delegation.

Sincerely,

Christina V. Rother
President, CDW Government LLC

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 15 DAY OF May ,20 13.

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

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

13-28-026

OR

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

TOTAL NOT TO EXCEED AMOUNT OF CONTRACT: $ 28,165,500.00
(DOLLARS AND CENTS)

FUND CHARGEABLE:

APPROVED AS TO FORM:

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

EXHIBIT 1

Scope of Work

Attachment 1 – Price Proposal
Attachment 2 – Installation Services
Attachment 3 – Training and Service Rate
Attachment 4 – Travel Policy
Attachment 5 – Return Policy

Exhibit 1

Scope of work

(CDWG)

Vendor must be an original equipment manufacturer or authorized re-seller with respect to the provision of hardware and network equipment, and licensor or authorized software distributor with respect to the provision of software. Vendor shall provide an Online ordering system and the following software, equipment, and services ("Contract Items"):

1. Multi-manufacturer software, including software as a service (SaaS);
2. Apple Equipment;
3. Multi-manufacturer servers & storage;
4. Multi-manufacturer network equipment;
5. Support, maintenance and warranty services for the above mentioned items;
6. Proactive monitoring of the Customer; and
7. Value added services and solutions.

For the purposes of this Scope of Work:

"Authorized Approver" means individual determined by Customer to have Authority to Approve or Decline changes to contract scope. Authorized Approver means the City of Chicago CIO/CPO, the Cook County CIO/CPO and any other specific names provided in writing pursuant to the Notice provisions in this Agreement.

"Customer" means the City of Chicago, Cook County, and any sister agencies that may participate in the contract. Cook County includes the offices under the President, as well as offices of separately elected County officials, including the Forest Preserve District.

"Day" means calendar day, unless otherwise specified.

"Hour" means clock hour, unless otherwise specified.

"Manufacturer Authorized Repair Representative" means any person authorized by the Manufacturer or Distributor of the product to provide Manufacturer's Warranty Services.

While the County intends to procure certain Contract Items from the Vendor, it is not required to do so and reserves the right to procure any and all Contract Items from a source other than the Vendor.

1.1 Online System

The vendor will provide the Customer a robust online system customized for each entity which should at minimum allow authorized employees to:

1.1.1 Search and order products from a predefined (approved) list of products and prices;

1.1.2 Access the most up-to-date standard discounts for contract items;

1.1.3 Present cost information including the discount amount and percentage markup resulting from the contract agreement;

1.1.4 The Customer will enter the following information at the point of order for each order. Each of the following items will be a separate entry/cell within a web form and will be reviewed for accuracy via the Purchase Authorization System. This information may be aggregated into ad hoc reports:

a) Annual maintenance renewal terms,
b) Dates, license inventory (in use and on the shelf),
c) Upcoming license renewals, and
d) The ability to obtain and track warranty services and related costs.

1.1.5 Obtain real-time true-up reports for products and services, specifically,

a) The ability to track the number, manufacturer, description and departments of purchased software licenses,
b) Number of licenses purchased (by manufacturer, product name, and cost),
c) The ability to obtain the number, manufacturers, descriptions and departments of have ordered products,
d) The ability to obtain and track warranty services and related cost.

1.1.6 Prevent purchases of unauthorized products by seeking approval for linking new accounts to the Customer master accounts; the Customer understands that Vendor cannot prevent purchasers from creating their own accounts and placing orders using procurement cards.

1.1.7 Prevent unauthorized users from placing orders by seeking approval for linking new accounts to the Customer master accounts; the Customer understands that Vendor cannot prevent purchasers from creating their own accounts and placing orders using procurement cards.

1.1.8 Automatically alert key stakeholders when unauthorized purchases have been attempted, or set parameters have been violated;

1.1.9 Track approvals and justifications for unauthorized purchases;

1.1.10 Allow designated Customer personnel to be assigned as system administrators to manage and monitor fixed contract pricing and catalog pricing that may result from this proposal;

1.1.11 Access electronic versions of technical reference manuals, and other key documentation, on or before the required delivery date for all computer hardware, software, peripherals, and components;

1.1.12 Ability to track performance indicators for the purpose of project oversight;

1.1.13 Ability to conduct price and product side-by-side comparisons, including pricing for Customer;

1.1.14 Ability to route purchases thru a multi-level workflow and approval;

1.1.15 Ability to provide real time transparency into Customer's purchasing practices;

1.1.16 Ability to allow designated Customer users to generate standard and ad-hoc reports and searches;

1.1.17 Leverage live chat for sales and support. In order to access specific Vendor Account Managers via online chat, Customer will use Microsoft Communicator or some other agreed upon third party communication software;

1.1.18 Supplement online system services with direct telephone customer support.

Customer is currently defining the requirements for its upcoming e-procurement systems and said systems are scheduled to go live within the life of this contract. Vendor will integrate with standard Customer e-procurement systems when requested and available, at no additional costs. Vendor will adhere to the following requirements when integrating with Customer e-procurement systems:

- Vendor has a punchout-enabled e-commerce site with a current catalog of items and current prices. Or, if vendor does not have a punchout site, vendor must complete a spreadsheet upon request of catalog items and details, such as part number, description, NIGP code at the category level, manufacturer, price, unit of measure, and an image of each catalog item.

- If vendor does not have a punchout site and is issued a free e-commerce site, vendor must maintain updated list of catalog items and prices.

- Vendor must provide names of contacts to be used as resources for loading catalog or punchout data into e-procurement site. If over the course of the contract the e-Procurement resources change, Vendor will provide the new names in writing pursuant to the Notice provisions within this Agreement. Resources must be prepared to map standard XML order file data to their order system and test integrity of transactions before going to production.

- Vendor must be prepared to have their catalog in production in e-procurement site within 60 days of notification by Customer that the e-Procurement site.

1.1.19 Vendor must adhere to the following when adding a Manufacturer's Product(s):

a) The Customer will as necessary, add products in addition to the products specified in this contract, including hardware and software currently not specified in the pricing proposal and not necessarily from the manufacturers listed in this proposal.

b) Each Vendor may add additional manufacturer products or product families throughout the life of the Master Contract. To add a manufacturer product or product family, an Amendment to this Agreement is not necessary. Instead to do so, a Vendor must make a formal, written proposal and allow Authorized Approver to review and authorize the proposed additions. The proposed additions will be in accordance with the pricing structures described in Section 1.19.2 of this Scope of Work. Authorized Approver will then be alerted via email to further assess and confirm (or reject) the approved recommendations. The Customer reserves the right to exclude products from a product line or product family.

c) Approve requests will be added to the online system for Customer users to view only after Authorized Approver has approved the new items. The Vendor is expected to post online all product authorizations, certifications and appropriate documentation.

d) Any Computer Hardware/Software, Peripherals, and Related Maintenance and Installation Services provided by the Vendor, without proper approval is entirely at the Vendor's risk. In the event that such approval is not obtained from the Authorized Approver, the Customer is

not liable to pay for any Computer Hardware/Software, Peripherals, and/or related services provided prior to the Vendor's receipt of the proper approval by the Authorized Approver.

1.1.20 Contract Launch

Upon Contract award, Vendor will create a summary of the terms and conditions of this agreement. This information will be placed on the Vendor's online system for use by Customer buyers. This summary includes information such as:

a) Basic contract overview
b) Eligible customers
c) Products and pricing
d) Any special instructions such as Terms and Conditions, FOB, etc.

1.2 Sister Agency Specific Requirements

Sister Agencies may have unique tracking and/or e-procurement systems. Vendor will work with these Agencies and their related systems. Vendor will integrate with Sister Agency Business to Business web portal (the **B2B Portal**). The Board reviews and approves all descriptions of standard computer configurations bundles through the B2B Portal. The B2B Portal works on all well-known browsers and across Windows & Macintosh computers. This B2B Portal captures at minimum, but will not be limited to the following features:

A. Board-approved desktop and laptop models with purchase and leasing Information;
B. Shipping information on purchased and leased computers;
C. Warranty information on purchased and leased computers;
D. Run reports based on serial numbers or school unit numbers that will show history for assets at that Site. For example, purchase date, lease date, shipping date, Purchase Order number, ordering unit number, etc.;
E. Employee Purchase Program Model and price list;
F. Links to support and troubleshooting information for the Board-specific models;
G. Configure and submit orders online via the iProcurement system;
H. Pricing breakdown for individual SKUs.

Note that the Board uses National Institute of Governmental Purchasing (NIGP) codes as a coding structure at the category level to identify the shopping categories. This is similar to UNSPSC codes available in the private industries. Suppliers should have the ability to map NIGP commodity codes to each of their items and pass this information via an order response in the electronic catalog system (also called a punch-out system). The detailed list of codes that are applicable for your product lines will be provided by the Board's Procurement team prior to the B2B integration. For more information on NIGP codes, please refer to http://www.nigp.org.

1.3 Multi-manufacturer software, including software as a service (SaaS)

Vendor must provide upon request license and maintenance agreements for commonly used productivity software, specialized lines of business software, and software as a service (SaaS).

Note that the City currently leverages the State of Illinois Microsoft Contract Agreement and it may at its own discretion directly engage Microsoft in a City of Chicago Contract Agreement. The City may also establish an agreement to leverage Cook County's Microsoft Contract Agreement. Vendor is required to act as certified provider for standard software and SaaS solutions with the following general requirements:

1.3.1 Vendor must be able to extend Customer specified pre-negotiated pricing from Manufacturer(s) for enterprise software or SaaS subscriptions, including information database subscriptions and special software services/subscriptions;
1.3.2 Customer may require the Vendor to provide alternate types of licenses, thus Customer requires the Vendor to provide flexibility and ability to purchase specialized software;
1.3.3 Any software that is not available in the Vendor's catalog will be procured through the process outlined in the "Adding a Manufacturer's Product" section (1.1.19) of this scope with Vendor consent;
1.3.4 Vendor must act as a reseller for the various listed and unlisted software manufacturers, with Vendor consent, including Software as a Service (SaaS), to facilitate the sale of perpetual and non-perpetual software licenses to Customer;
1.3.5 Customer may purchase maintenance with a new license or separately for existing licensing;
1.3.6 SaaS may be hosted by the software manufacturer or hosted by a third party. Should particular software be available with multiple hosting options, Vendor will obtain quotes from multiple hosting firms and assist Customer with finding the hosting firms that provide the best combination of price and required service level.
1.3.7 SaaS Standard Service Levels should be validated at the time Customer requests quotes;
1.3.8 [Omitted]
1.3.9 Where a separate license agreement is required by the manufacturer or reseller, the Authorized Approvers must approve the terms of said license agreement prior to signature.
1.3.10 Vendor will become upon consent an authorized reseller for manufacturers of software currently used by Customer. See the Pricing proposal for details.
1.3.11 Customer may request the vendor to search the marketplace to find and quote software providing specific functionality.

1.4 Hardware

Vendor will provide OEM equipment including the following types of hardware:
1.4.1 Apple
1.4.2 Servers & associated hardware
1.4.3 Storage units & associated hardware & operating software

The specifications and configurations identified in Attachment _1_ (Pricing Proposal) are not-all inclusive of what Customer may need in the future and Vendor may be asked to quote others as required by Customer, including specifications and configurations that address security and encryption.

Vendor agrees that it shall, at no additional costs to Customer, maintain these minimum configurations, providing periodic refreshes through its online catalog. During quarterly business reviews, Vendor will draw attention to major new releases and changes to the configurations most frequently purchased under this Contract.

1.5 Multi-manufacturer Network Equipment

Vendor shall provide OEM equipment and associated maintenance agreements for the following network communications equipment manufacturers:

1. Cisco
2. Juniper
3. F5 Big-IP

This equipment must also include associated hardware and operating system software that is manufacturer installed or manufacturer required.

The Vendor will provide specified discounts by manufacturer for items frequently purchased by Customer.

1.6 Maintenance and Installation Services

At the option of the Customer and at the prices set forth in this Agreement, Vendor shall provide maintenance and support services related to warrantied products purchased through this contract.

At the option of the Customer and at no additional cost, Vendor may be required to provide a process to seamlessly integrate with the Customer's Help Desk. If Customer decides in the future to change Help Desk provider(s), the Vendor(s) is expected to promptly engage in a transition process to ensure that services remain unaltered.

Customer requires that at minimum the Vendor provides the services outlined in below.

1.6.1 Installation and Training Services

1.6.1.1 Vendor must carefully plan with Customer to prevent interruptions to day-to-day operations during product deployment, upgrades or patches.

1.6.1.2 Installation services will be defined at the IT Order Request level. Installation services, the rates of which will not exceed the rates listed in Attachment_2_, may include, but are not limited to:

a) The installation of the hardware with the configuration necessary to ensure that the hardware operates properly in the Requesting Department's environment;

b) The installation of equipment that requires product specific technical expertise, especially for integration involving complex network systems or new technologies. These services typically include; network and traffic engineering, capacity planning, configuration and customization of the equipment;

c) The preloading of Customer's software.

1.6.1.3 At Customer's request, Vendor will provide courteous and professional installers trained to complete the Customer-required installation process in a timely manner. Any potential issues or delays encountered with installation activities will be immediately escalated to the appropriate technology department representative or Vendor's Account Manager.

1.6.1.4 At the Customer's request and where Vendor performs installation services, the Vendor will be required to use the appropriate Customer's electronic tracking/e-procurement systems, if any, including but not limited to, Board's Service Center (currently HP Service manager) and I-Procurement as required to support the complete lifecycle of assets. Such electronic tracking systems will be used for tracking installation, maintenance (warranty, non-warranty repairs, service calls and product recalls) and decommissioning (disposals or recycling). **Note that the Board has existing Field Support Services ("FSS") vendors** and the Vendor performing work for the Board may be required to subcontract installation services to these FSS vendors with Vendor's consent. Vendor is only responsible for recording information about installation services it has performed or sold to into these systems. Customer will be responsible for recording its own information regarding maintenance (warranty, non-warranty repairs, service calls and product recalls) and decommissioning (disposals or recycling).

1.6.1.S The vendor(s) will be required to work with the unique installation processes for Customer, which will be provided in writing in advance.

1.6.1.6 Training services, which will be provided at rates not to exceed those listed in Attachment _3_, will be defined at the time of the PO release. These services may include but are not limited to:

A. On-site training related to the deployment of new equipment and related software;
B. Computer-based training that includes software that provides interactive, self-paced training at your desktop, workstation, or laptop computer, and;
C. Web-based training that provides courses or classes that are accessible via an internal Intranet or the Internet;
D. Training should be related to the hardware and/or software for which Customer owns licenses.

1.6.2 Warranty

1.6.2.1 Only Manufacturer Authorized Repair Representatives authorized by the Manufacturer or Distributor of the product may provide Manufacturer's Warranty Services. Manufacturer's Warranty Service may include, but is not limited to:

A. Electronic media and consulting services, upgrades and enhancements for technology advancements, improved functionality, and compatibility with new industry standards;
B. Direct access to experienced consultants of the product;

C. Flexible service options including telephone, web, instant messaging, or e-mail support;
D. Timely problem resolution of reported discrepancies;
E. Remote technical support;
F. Online self-help functions;
G. Onsite warranty.

1.6.2.2 Customer recognizes that Vendor is not a manufacturer. Vendor's manufacturer partners will provide a proven automated tracking and reporting systems to record warranty/service calls. These systems should allow Customer to request service calls through a web interface and query the system at any time to obtain the detailed reports on the status of warranty/service calls;

1.6.2.3 Manufacturers are expected to put forth and exhaust all efforts to resolve any issues, and resolve all repair requests by next business day. If it is not possible to resolve the issue on the next business day arrival date, and upon notification, Vendor will work with Manufacturers, within twenty four (24) hours, to provide a replacement product that meets or exceeds the specifications of the current Customer product;

1.6.2.4 [Omitted.]

1.6.2.5 Upon Customer request, Vendor shall at minimum provide, at no additional cost to Customer, dedicated Tier 2 (tier 1 is provided by the City's help desk) technical telephone support service available from 7 a.m. to 7 p.m. central standard time. This service shall be provided during the entire award term and include a local 800 number.

1.6.2.6 Customer recognizes that Vendor is not a manufacturer. Manufacturers may provide on-site maintenance, depot repair services, remote patches and other repair services in cases where phone support cannot solve the problem.

1.6.2.7 The warranty periods are determined by manufacturers, and by most manufacturers' policies, the warranties begin upon invoice. Customer will have the option of leveraging Vendor's 30-day return policy if during the potential thirty days of acceptance testing, it determines that the product is not acceptable. Vendor shall allow returns of such equipment within 30 days and without cost or fee, regardless of whether such product was defective or not. Customer may negotiate alternative return policies with Vendor for larger orders.

1.6.2.8 Vendor shall at minimum provide the Manufacturer's standard warranty with their response to an IT Order Request for all products (hardware, software, network equipment and other peripherals);

1.6.2.9 Vendor shall be responsible for coordinating warranty issues;

1.6.2.10 [Omitted.]

1.6.2.11 Onsite warranty means the Manufacturer Authorized Repair Representative will either remotely access or visit, if necessary, the facility where the warranty service is required at no additional cost to the Customer during the manufacturer's warranty period;

1.6.2.12 The Customer has the discretion of dealing directly with the Manufacturer on any Warranty issue;

1.6.2.13 To insure compliance with the requirements and specifications of this contract, Customer may perform acceptance tests within thirty (30) days of receipt of:

a) The notice of completion of installation from the vendor; or

b) The delivery of products supplied without installation; and

c) Prior to acceptance and payment for each item installed or delivered.

Customer will use Vendor's 30-day return policy to return products that are found unacceptable within thirty (30) days of receipt. Vendor shall allow returns of such equipment within 30 days and without cost or fee, regardless of whether such product was defective or not.

1.6.2.14 The Vendor shall describe the warranty for software purchased from Vendor upon Customer request;

1.6.2.15 If the products were provided under the Installation Terms, the Vendor is responsible for the installation of the replacement equipment at no additional cost to the Customer;

1.6.2.16 If a single Product experiences a verifiable Product Hardware Failure four (4) or more times within a twelve (12) month period during the Product warranty period, Vendor shall contact OEM on Customer's behalf to request a replacement of the Product with a new unit, or if the specific Product is unavailable, with a similar Product of equal or greater functionality. The replacement unit must be certified by Customer or meet platform image stability requirements defined by Customer;

1.6.2.17 All defective items must be replaced at no additional cost or fee to Customer; the City need not return defective items to the Vendor before Vendor ships the replacement item. Instead, the Vendor shall ship a replacement of a defective item immediately upon receiving notice of the defect. Should Customer choose the option of advanced order replacement, Customer will be charged for the replacement item and will be refunded the cost of the defective item upon Vendor's receipt of the defective item.

1.6.2.18 If the products were provided without installation, the Vendor, at its option and at no additional cost to Customer, may provide on-site service or next-day drop ship replacements for Customer to install;

1.6.2.19 Where there is a conflict between this Agreement and the Vendor's return policy, this Agreement shall govern.

1.6.3 Manufacturer's Extended Warranty

Upon Customer request, Vendor will provide quotes for extended warranty services for products offered through the contract. The extended warranty must meet the minimum standard support described under the standard warranty section above.

1.6.4 Maintenance and Installation Service Level Requirements

Customer recognizes that Vendor is not a manufacturer and that manufacturers will be responsible for performing warranty services.

Upon Customer request, the Vendor is required to process warranty service requests through the existing Customer help desk system. Should such request be made, the Customer's help desk will log and refer the request to the vendor.

Quantitative Service Level Requirements

Vendor will provide Quarterly Reporting, as specified in Provision 1.7.11, on its performance toward the following Service Requirement. Failure to provide such reporting is deemed a service level violation. In the event that Vendor fails to meet the service level requirement outlined below, it will investigate the root cause to determine if any trends exist. If any trends exist, it will create a corrective plan of action. The Customer will be presented with data on such trends, a copy of the corrective plan of action and regular updates on the success of the plan of action.

SERVICE REQUIREMENT	SERVICE LEVEL	CREDITS
Time from In Stock Order to Shipment	Within ten (10) days 90% of the time unless otherwise specified by Customer timeframe requirements.	If Vendor misses this Requirement, it will issue credits to the affected Customer(s) in the amount of 1% of the total contract revenue on the in stock orders that exceeded ten (10) days from order to shipment.
Shipment Errors, i.e., incorrectly delivered or wrong product shipped (Return rates exceeding 3% will trigger an investigation this service level measure.)	<2% of the number of total orders received are shipped to the incorrect location or shipped to the correct location but with the incorrect product.	If Vendor misses this Requirement, Vendor will issue credits to the affected Customer(s) in the amount of 1% of the total contract revenue on the orders which were delivered to the incorrect location or where Vendor shipped the incorrect product, as a result of Vendor error.

Qualitative Service Level Requirements

Evidence of Vendor's performance toward the following Service Requirements will be quarterly return rates and feedback provided within Customer Surveys. Vendor will present such feedback within Quarterly Business Reviews with Customer. In the event that Vendor fails to meet the service level requirements outlined below, it will investigate the root cause to determine if any trends exist. If any trends exist, it will create a corrective plan of action. The Customer will be presented with data on such trends, a copy of the corrective plan of action and regular updates on the success of the plan of action.

SERVICE REQUIREMENT	SERVICE LEVEL
Calls answered timely	Ninety percent (90%) of calls answered within sixty (60) seconds.
Voicemail response time	Four (4) Business Hours from time City has recorded message
Quotes	Respond and/or resolve to ninety percent (90%) within eight (8) Business Hours from Vendor's receipt of City 's request

New location set up	One to three (1-3) business days from Vendor's receipt of City 's request
Order entry accuracy (Return rates exceeding 3% will trigger an investigation this service level measure.)	Ninety eight percent (98%) of total monthly volume
Orders entered timely (include order confirmation)	Eight (8) Business Hours from receipt of Customer's request
Time from In Stock Product Shipment to Delivery	Within five (5) days 90% of the time.
Time from Product Delivery to Installation	As set forth within the Statement of Work.
Percentage of Devices DOA (Return rates exceeding 3% will trigger an investigation this service level measure.)	< 1% per quarter
Contact installation location to inform product on the way and to schedule installation date	As set forth within the Statement of Work.
Final installation of product	As set forth within the Statement of Work.
Order received to product shipment	Within 15 days 90% of the time
Product shipment to installation complete	As set forth within the Statement of Work.
Asset Reporting for items Vendor installs	Accurate electronic asset feeds or updates with < 2.5% error rate

1.6.4.1 The Vendor shall implement support functionality as required to support the Vendor's solution including all software components and all hardware components procured through this contract.

1.6.4.2 The Vendor shall provide telephone support 7:00 a.m. to 7:00 p.m. Central Time, Monday through Friday.

1.6.4.3 The Vendor shall provide on-site support and secure remote access support following Customer's network security and all related policies.

1.6.4.4 The Vendor shall, as necessary, work closely with the Customer help desk contractors to provide a seamless process for requesting warranty support.

1.6.4.5 The Vendor shall provide a central point of contact for calls from the Customer on troubleshooting and problem resolution for the products provided by Vendor.

1.6.4.6 Further, Vendor agrees to provide, free of charge to the Customer, a toll free number for sales and support.

1.6.4.7 Vendor shall provide a locally centralized team of experienced, professional sales and support resources.

1.6.4.8 Vendor agrees to have a team available to support the Customer's account in accordance with best industry standards.

1.6.4.9 Vendor's customer service representatives shall answer Customer's inquiries to include but not be limited to: lost shipments; short shipments; billing errors, defective products, product replacement, damaged shipments, and erroneous shipments.

Persistent poor performance may subject Vendor's contract to termination by Customer after a reasonable opportunity to cure. When characterizing "persistent poor performance," performance across multiple service levels may be included. "Persistent poor performance" need not be a persistent violation of a specific service level.

1.6.5 Priority ratings and accompanying response times

If Customer requires the Vendor to process warranty service requests through its existing help desk, this Section shall apply.

Customer's Help Desk shall assign a priority rating for each call. The following priority ratings and accompanying response times shall be utilized unless otherwise agreed by the Vendor and Customer:

Priority Rating	Description	Corrective Action Time Frame
Critical	The application/system is down, no work can be performed; e.g., SYSTEM ALERT	2 to 4 hour response time and 24 hour resolution
Serious	There is a major problem, but there is a work-around for the problem	Two work days
Minor	There is a minor problem, which does not significantly impact work	Five workdays
Routine	The work order is a "non-problem," for example, a request for service, or "how to" questions, or requests for installation of application(s) on new equipment	Five work days or more with concurrence of the City

In support of the above service levels, the Vendor shall provide the following troubleshooting and problem resolution services in coordination with Customer Help Desk:

1.6.5.1 Live-Voice Response - The live-voice response to the first phone call by technical staff, who will assign the priority rating stated by Customer's help desk for the call and may attempt to solve the problem over the phone, via voice or secure remote access;

1.6.5.2 Resolution within Timeframes - The problem call shall be resolved in accordance with the corrective-action timeframes designated for the priority ratings. When the Vendor initiates a call back by the appropriate technical staff, the call back must be made within one (1) hour of Customer's help desk first phone call to the Vendor's central point of contact;

1.6.5.3 Escalation Procedures - The Vendor shall provide and utilize escalation procedures to resolve problems. If the Vendor's technical staff cannot resolve the problem during the first phone call, they must escalate the problem, and in agreement with Customer, either have the appropriate technical staff contact Customer by phone within one (1) hour or be on-site at Customer's office within two (2) hours of the first phone call;

1.6.5.4 Tracking and Reporting on Calls -The Vendor shall track all calls made to the central point of contact. The Vendor shall keep a record of each problem call and give access to this log to designated Customer personnel;

1.6.5.5 The Vendor shall provide real time access to allow designated Customer personnel to view details on the current status of all problem calls;

1.6.5.6 Access to Support Personnel - The Vendor shall have access to their technical support personnel so that the required technical support personnel may be contacted regardless of location. The technical support specialist will provide a phone number and email in which to reach him/her.

1.6.6 Staffing Requirements for Task Orders

This section applies to IT Orders as defined in Section 1.9.

1.6.6.1 Vendor shall only propose staff available at the time of the IT Order Request. In response to each IT Order Request, Vendor shall provide personnel that satisfy the personnel qualifications specified in the following section for each of the labor categories required under the specific IT Order Request.

1.6.6.2 Specific areas of required expertise may be further defined in the IT Order Request. Vendor shall certify that all candidates meet the required qualifications.

1.6.6.3 The IT Order Request shall define specific requirements for the services required. The IT Order Request shall clearly identify all applicable qualifications related to the product.

1.6.6.4 Substitution of education for experience may be permitted at the discretion of the Customer. The Requesting department or Agency shall approve or disapprove substitutions.

1.6.6.5 Substitution of Professional Certificates for Experience may be permitted at the discretion of the Customer. Professional certification may be substituted for up to two (2) years of general and specialized experience. The Requesting Agency shall approve or disapprove substitutions.

1.6.6.6 Individuals proposed and accepted as personnel for IT Order Requests are expected to remain dedicated throughout the term of the IT Order Request award. Substitutions will be allowed only when the Requesting department or Agency specifically agrees to the substitution in writing or due to an emergency circumstance as described below.

1.6.7 Personnel Substitutions

This section applies to scope areas requiring maintenance and support services or any other professional services described in the scope of work in Exhibit 1.

1.6.7.1 All proposed substitutes of personnel must have qualifications at least equal to that of the person initially proposed and evaluated and accepted in the IT Order Request as defined in Exhibit 1, Section 1.10. The burden of illustrating this comparison shall be the Vendor's.

1.6.7.2 The resumes of the initially proposed personnel shall become the minimum requirement for qualifications for successor personnel for the duration of the total PO term.

1.6.7.3 If one or more of the personnel are unavailable for work under an IT Order Request for a continuous period exceeding 15 calendar days, the Vendor shall immediately notify the Requesting department or department and propose to replace personnel with personnel of equal or better qualifications within 15 calendar days of notification to the requesting department.

1.6.7.4 All substitutions shall be made in accordance with this provision.

1.6.7.5 During the performance period for an IT Order Request, no substitutions of personnel will be permitted unless such substitutions are necessitated by an individual's sudden illness, death, or as otherwise approved by the Requesting department. In any of these events, the Vendor shall promptly notify the Requesting department and provide the information required above.

1.6.7.6 All proposed substitutions of personnel for other than emergency situations must be submitted in writing, at least 15 business days in advance of the proposed substitution, to the Requesting department, with the information required above. The Requesting department must agree to the substitution in writing before such substitution shall become effective.

Resumes shall be signed by all substituting individuals and their formal supervisor, and the official resume of the previous employee shall be provided for comparison purposes.

1.7 Proactive Monitoring

For the term of this contract, the Vendor will assign Customer, free of charge, a named Account Manager and a Sales and Support Team who will have the responsibility of establishing adequate communication processes, determining needed systems/tools, defining service goals, documenting current processes, and establishing methods for managing the overall relationship. Such team will be responsible for, but not limited to the following:

1.7.1 Process improvements - Vendor will maintain ongoing communication with Customer regarding continuous improvement methodologies developed by Vendor. The communication will be part of the overall formula for Customer satisfaction and will be provided in written format;

1.7.2 Technical support services;

1.7.3 Order processing;

1.7.4 Forecast coordination;

1.7.5 Project management;

1.7.6 Setting contract performance expectations and key performance indicators, in conjunction with Authorized Approvers;

1.7.7 Facilitating access to electronic reports in alignment with performance indicators;

1.7.8 Maintaining productive relationships with Customer's designated manufacturers;

1.7.9 Maintaining high product and service performance and continuous communication with Customer.

1.7.10 Customer will rate performance on a scorecard and provide feedback on Vendor's performance during quarterly meetings. Vendor must address low scoring performance areas and provide written documentation on processes implemented to address poor performance. Vendor's actions to address low scoring performance will immediately follow notification from Customer. Vendor must use best efforts to improve performance before next quarterly meeting with Customer.

1.7.11 Vendor shall supply reports in an electronic format specified by Customer on a monthly basis. Reports include but are not limited to financial, accounting, managed services, returns report, employee purchase program, and service level management, to track the Equipment and Service delivered over a particular period of time.

1.7.12 Vendor shall report cost items related to the Equipment and Services covered by the Master Agreement broken down as reasonably needed by Customer for accounting purposes.

1.7.13 Vendor shall provide a sample quarterly report addressing the following minimum contract performance metrics:

A. Overall Customer Satisfaction – Vendor must provide its approach to capturing and reporting customer satisfaction. Include incentives utilized to capture user feedback;

B. Project based performance – satisfaction with the process of implementing special projects, for example a SaaS application or assistance with server virtualization;

C. Flexibility and availability of the online system, including user friendliness, alerts, controls, etc.;

D. Reporting including the ability to see purchase details, access to real-time Customer's purchasing records, ability to view price comparison for all agencies, visibility to the state of hardware warranty service details and M/WBE participation.

E. Continuous price competitiveness;

F. [Omitted]

G. Ability to seamlessly manage the complete product life cycle;

H. Tangible results from Vendor's effort to help Customer identify ways to reduce total acquisition cost. E.g. vendor provides, when available for applicable notebook and desktop, pricing options for varying Windows operating systems to assist Customer in determining any costs advantages/benefits associated with each;

I. Process improvements – assistance in identifying, vetting and implementing process improvements with respect to the purchase of products and services provided through this contract;

J. Compliance with Vendor's stated M/WBE Utilization Plan, including details that match the M/WBE goals stated in this contract;

K. Overall support of the account;

L. Quarterly and yearly total spending with the vendor;

M. [Omitted]

N. [Omitted]
O. RMA statistics for standard models;
P. Price reconciliation to the contract measuring the differences between what is in the Pricing Schedule attached to the contract and what Vendor is currently offering Customer;
Q. Time metrics for delivery and installation of all hardware under the contract;
R. Performance issues, including SLA summaries and objectives; and

1.7.14 Vendor will provide detailed asset reports, including but not limited to:
A. Purchased Equipment & Software
B. Equipment and Software Installed;
C. Equipment that has been returned;

1.7.15 For each task order, Vendor will be required to provide electronic confirmation, including, but not limited to:
A. Make;
B. Model;
C. Serial Number, for in-stock items;
D. Purchase Order Number relating to the order;
E. Vendor Order Number;
F. Ordering department, if Customer provided;
G. Warranty dates, upon request; and
H. Shipping details (waybill information).

1.7.16 Customer reserves the right, based on Vendor's performance, to request the replacement of individuals(s), including the account manager supporting Customer, during the award term. Vendor is required to immediately, but no more than ten (10) business days, replace the identified personnel, upon notification by Customer.

1.7.17 Persistent poor performance may subject Vendor's contract to termination by Customer, provided that Vendor is given a reasonable chance to cure any default.

1.7.18 Vendor must submit evidence of their system's functionality including, user acceptance forms, tracking forms, warranty services tracking log, or any other sample forms and reports required to effectively monitor this account. Vendor must provide links to demonstrate its capabilities.

1.7.19 Vendor shall propose a pricing methodology, which offers a fixed discount off a competitive benchmark price; during the award term, the Vendor will compare Customer's standard configurations with comparable configurations from other Tier 1 manufacturers. Vendor and Customer will use this data to monitor market conditions throughout the award term and make necessary pricing adjustments to ensure Customer's price maintains an aggressive discounting level over market pricing.

1.7.20 Vendor must propose a descriptive product recall plan that specifically addresses the following requirements:
A. Minimize the risk of injury or death to consumers by removing an unsafe product from use;
B. Retrieve or repair as many of the defective Products as possible;

C. Minimize the cost and inconvenience to Customer's user community;
D. Minimize the need for involvement by government authorities by voluntarily complying with the law.

1.7.21 Vendor is required to consider a recall as soon as Vendor becomes aware of a possible defect in a Product that may make it unsafe. The Product recall plan shall minimally contain the following steps or actions:

A. Nominate point person, or a team, to examine the problem, assess the risk and coordinate the recall.
B. Identify the steps that need to be taken to address the problem.
C. Decide what recall action Vendor must take, based on the risk associated with using the Product. These shall include, but are not limited to, the following options:
    I. If a Product is likely to cause injury, Vendor shall coordinate activities to return the Product for a refund or replacement, or for modification.
    II. If a Product is unlikely to cause injury in the short term, Vendor shall provide instructions for Customer to contact the company for a replacement Product or part.
    III. Vendor may also offer to send a technical representative to the user's location to repair or modify a Product that is difficult to transport at no cost to Customer.
D. Identify which models or batches of the Products are affected (e.g., by serial numbers, asset tags), when the Products were produced and where they have been distributed.
E. Arrange to provide refunds, or replace or repair the defective Product.
F. Notify all impacted technology departments in writing within two (2) days of taking recall action. Legally, this notification shall state that the Products are subject to recall and provide details of the nature of any defect.
G. Prepare a notification containing:
    I. A clear description of the Product, including the name, make, model and serial number, with a photograph or drawing, if available;
    II. A statement of the hazard and the associated risk;
    III. Dates when the Product was available for sale;
    IV. The number of Products affected;
    V. Where the Product has been distributed and installed, with information from Customers;
    VI. What action the Vendor recommends;
    VII. What action Customer should take; and
    VIII. Detailed information about using or storing the Product during the interim.
H. Prepare and undertake a publicity campaign to ensure all users of the Product are aware of the recall.
I. Keep a record of returned Products, modified Products, replacement Products or parts sent to Customer. Record user details, dates and any known injuries, damage or complaints associated with the use of the recalled Product.
J. Monitor the recall using Vendor's record of returns. If the recall has not achieved a satisfactory rate of return, Vendor shall develop new publicity strategies.
K. Keep all technology departments informed of the progress of the recall.
L. Review the effectiveness of the recall procedures once the recall has finished.

M. Put in place any changes Vendor considers appropriate.

Customer may request variations in the aforementioned processes, systems, tools and reports, suited to their unique needs, and may change specifications when necessary.

1.8 Value Added Services

The Vendor will provide value added services and solutions such as, but not limited to the following:

1.8.1 Special employee discounts for products;

1.8.2 Ability to redeem manufacturer website-discounts thru the Vendor's ordering process (such as entering special discount codes into the Vendor's ordering portal);

1.8.3 Shipping products faster (via shorter delivery method), without charging city, in interest of meeting delivery SLAs;

1.8.4 Access to test and demonstration products that allow Customer to verify a product works as expected within Customer's environment before making a purchase;

1.8.5 Other value added services or solutions.

1.9 Purchase Order Procedures

1.9.1 All non-standard IT product purchases above a certain dollar limit set by the CPO must be authorized by an IT Order Request. The IT order process will be governed by rules issued by, and may be changed at the discretion of the CPO.

1.9.2 Upon the approval of the Chief Information Officer, a User Department will issue an IT Order Request specifically referencing the Agreement/Specification, the hardware/software and services required, and dates for delivery. Customer, at its option, may specify a project specific service level agreement.

1.9.3 Vendor must respond with a price quote and delivery timeframe.

1.9.4 Vendor Selection will be based on the Vendor's ability to meet the product requirement of the User Department, the lowest price of the product, and by the ability to provide timely delivery of the product.

1.9.5 Following the Vendor selection from the IT Order Request, the CIO will review the Quote and may elect to approve it, reject it, or use it for further negotiations with the Vendor regarding pricing. If Customer and the Vendor negotiate a better price, the Vendor must submit a revised Quote to Customer for approval.

1.9.6 All IT Order Requests are subject to the approval of the CIO or its designee and no IT Order will become binding until in a Blanket Release is forwarded to the Vendor by the User Department.

1.9.7 These procedures are subject to change by Customer. Such procedures may expand to allow for multiple purchase order procedures. Changes to this procedure will be communicated in writing.

1.10 Product Delivery

1.10.1 Delivery of Hardware, Installation and/or Training services and Manufacturer's Warranty Services, shall be initiated only upon issuance of an IT Order Request authorized by the Requesting department or Agency.

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

1.10.3 Vendor's order-to-delivery timeframe shall be fifteen (15) calendar days from Vendor's receipt of Customer's order.

1.10.4 Vendor shall specify delivery cost if any, in the pricing proposal, and include bulk shipment pricing.

1.10.5 [Omitted]

1.10.6 Vendor shall provide delivery, FOB destination (the delivery destination specified in the IT Order Request) to any eligible customer located within Customer's geographic boundaries. Title does not pass until the shipment reaches the destination, and the goods belong to seller while in transit. If expedited shipping is required by Customer, additional charges may apply for:

A. Standard Overnight (delivery by 3:00 PM the next day)
B. Priority Overnight (delivery by 10:30 AM the next business day)
C. Saturday Delivery (delivery by 12:00 PM)

1.10.7 At no time will shipping costs, for the applicable orders, exceed the standard rates proposed in Vendor's pricing proposal.

1.10.8 Vendor shall bear all freight costs to expedite product delivery as a result of delivery delays not caused by Customer.

1.10.9 If Customer requests an expedited freight service, Vendor shall, prior to its shipment of Product, notify Customer and receive pre-approval of any additional costs to expedite shipment.

1.10.10 Vendor shall bear all risk of loss or damage to the product while it is in transit and until delivered to Customer delivery location. Product will be packaged in Vendor's standard commercial packaging.

1.10.11 Customer may cancel any delivery prior to the shipment date; provided that the Product is not Custom Product and has been identified, at time of Customer order, as such by Vendor.

1.10.12 If so reasonably requested by Customer and to the extent the Vendor is able, Vendor shall customize the information on its packing slip and shipping label used for shipments to Customer at no additional costs. Such customization shall include the ability to add a ship to contact and descriptor to the label.

1.10.13 To the extent the Software is not delivered electronically, Vendor shall pack, mark, label, document and ship all Software and Documentation in accordance with accepted industry standards.

1.10.14 Vendor will provide appropriate information to support invoices with respect to delivery charges.

1.10.15 Vendor's authorized delivery driver shall be required to make desktop deliveries to locations specified on the blanket purchase order release. All drivers must have proper identification to include, a valid driver's license and current company identification badge. Trucks or vehicles may be subject to inspection by a City of Chicago 5ecurity Officer or authorized City personnel before entering any City facility.

1.10.16 The loading dock at the Harold Washington Library Center can accommodate trucks up to 42 feet in length and under 13 feet 6 inches in height including the cab. Deliveries at the Harold Washington Library Center will be accepted Monday through Friday between the hours of 9:00 a.m. and 2:00 p.m. The loading dock at the Harold Washington Library Center can accommodate trucks up to 42 feet in length and under 13 feet 6 inches in height including the cab. Deliveries at the Harold Washington Library Center will be accepted Monday through Friday between the hours of 9:00 a.m. and 2:00 p.m.

1.10.17 For projects up to $250,000.00 in the George W. Dunne Cook County Office Building, Vendor must furnish certificates of insurance to 69 West Washington Management Company, L.L.C. The Cook County Office Building loading dock is open 6AM-4PM, Monday-Friday hours. No tractor/trailers or electric fork lifts are permitted. Vendor will provide the Cook County Office Building 24 hours' prior notice of any delivery. Both freight elevators have a capacity of 4,000 pounds.

1.10.18 Customer may further specify delivery procedures applicable to locations not addressed here, including but not limited to County jail facilities. Product delivery requirements are subject to change by Customer.

1.11 Deliveries to Richard J Daley Center and City Hall

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

1.11.1 Regular dock hours of operations are from 6:00 a.m. – 6:00 p.m. Monday – Friday except weekends and holidays.

1.11.2 A dock access form is available at the DPS website and must be filled out and faxed back to the office of the building management Fax number @ 312-603-6950, 48 hour prior any delivery/pickups.

1.11.3 A certificate of insurance must be on file with the building management office MB Real Estate Services, LLC room 1203.

- Vendor must have general, auto, and workers comp liability along with additional umbrella liability coverage. This will be in addition to the liability insurance that Risk Management requires.
- MB Real Estate Services LLC and the Public Building Commission must be included on the policy as additional insureds.
- See a copy of the Daley Center's insurance policy limits on the DPS Website.

1.11.4 The dock clearance to the Daley Center is 12' High, 40' Long.

1.11.5 All dock deliveries and pickups will be confirmed and verified with the recipient.

1.11.6 Companies scheduling a delivery/pick up must call the office of building management @ 312-603-3471 to confirm their appointment within 24 hour **of their projected appointment date.**

1.12 Notice of Delay or Impossibility

1.12.1 The Vendor must notify the requesting Department within twenty-four (24) hours of receiving the blanket purchase order release from Customer of any products that cannot be delivered for any reason within the time periods required.

1.12.2 At Customer's request, the Vendor must provide a written explanation of the reasons why the Products cannot be delivered in a timely manner, and a recommendation either (1) for Product substitutions or other equipment solutions that will allow Customer to achieve the same or better functionality, or (2) for variations from the contract terms (e g. an extension of time to accommodate a manufacturer's delay) that will allow the Vendor to supply the merchandise. Product substitutions must be approved by the requesting department and Authorized Approver.

1.12.3 Customer will have the sole discretion to accept or reject any or all recommendation of equipment substitutions and/or variations from the specifications herein.

1.13 Fill Rate Standards

Vendor shall use reasonable efforts to meet the following fill-rate standards:

1.13.1 Ninety-five percent (95%) of orders accepted by Vendor shall be shipped the same business day;

1.13.2 [Omitted]

1.13.3 Ninety-nine percent (99%) of items ordered and accepted by Vendor shall be shipped one hundred percent (100%) accurately;

1.13.4 Ninety-nine percent (99%) of orders, accepted by Vendor, shall be shipped to the destination specified in the Customer's purchase request;

1.14 Product Returns

The product return policy in Attachment 5 shall be applicable.

1.15 Guaranteed Availability

Vendor agrees to hold Product for Customer for thirty (30) days. Vendor shall only be required to hold the Products specified in the applicable Customer forecast to the extent the manufacturer(s) (core products only) of the Product(s) shall provide Vendor with price protection if required for the applicable thirty (30) day period. Vendor, in no event, shall be obligated to hold such Product without such price protection.

1.16 Labor Categories and Qualifications

Pre-negotiated rates for the services that will be provided under this contract as related to the installation of new products are provided in Attachment 2 & 3. Vendor rate card details in the Pricing Proposal for the following service categories.

1.16.1.1 Trainer/Instructor

1.16.1.2 Project Manager

1.16.1.3 Subject Matter Expert
1.16.1.4 Network Administrator
1.16.1.S Senior Network Engineer
1.16.1.6 Junior Network Engineer
1.16.1.7 Senior Network Technician
1.16.1.8 Junior Network Technician
1.16.1.9 Senior Integration Analyst
1.16.1.10 Junior Computer Systems Analysts
1.16.1.11 Junior Developer
1.16.1.12 Senior Developer

1.17 Travel Reimbursement

Routine travel is defined in the City's Travel Policy, which is included as Attachment 4. There will be no payment for labor hours for travel time or reimbursement for any travel expenses for work performed within the areas described in the travel policy.

Non-routine travel is travel beyond the specified area. Non-routine travel will be identified within an IT Order Request, if appropriate, and will be reimbursed according to the City's Travel Policy available online.

Note that Cook County has unique travel rules and the selected vendor must follow these rules at the time the task order is issued by Cook County. Cook County's Travel Policy is included as Attachment 4.

Statements of Work travel terms will be governed by the Travel Policy that is in effect as of the date of the last signature on the Statement of Work. The Customer is responsible for providing an updated version of the Travel Policy when it changes, in accordance with the Notices provisions of this Agreement.

1.18 Maintaining Price with Changing Technology

The hardware, software and related configurations stated in the minimum specifications are representations of the technology required at the time this contract is executed. Vendor agrees that the minimum defined specifications, referenced in the pricing proposal will not necessarily be available throughout the entire period of the award term, and as such, Vendor must agree to offer its next generation products, based on its product roadmaps to Customer. The successor product should be provided to Customer at a price that does not exceed the price of the succeeded item.

1.19 Pricing and catalogs

1.19.1 Pricing structure specified in the Pricing Proposal is guaranteed for the term of the contract.
1.19.2 At the time Vendor(s) receives a blanket purchase order release from Customer, Vendor will apply the agreed upon pricing structure that will be based upon Manufacturer's discounts to Customer or vendor's landed cost-plus % markup. The vendor's landed cost plus % markup will

not exceed 5% for items that are added through the process described in Section 1.1.19 of this Scope of Work. Manufacturer discounts will be taken off of the then current list price. Vendor's pricing Customer will be the agreed upon price listed in Vendor's pricing proposal.

1.19.3 The Vendor will be responsible for notifying the Chief Procurement Officer, at least thirty (30) calendar days in advance of any price structure changes prior to posting of new price structures to Customer's online catalog. Authorized Approvers must approve any new price structures submitted through the approval process and only after approval will new prices appear on the online system. Authorized Approvers will periodically review true-up reports to ensure that Customer's contract remains competitive. This section shall not apply to the reduction of prices due to tier discounts, other discounts or reductions in prices.

1.19.4 The vendor will be required to provide a list of Customer approved products on the online system to all eligible users. The Chief Procurement Officer reserves the right to restrict the purchase of any product or group of products not previously accepted as standard Customer products.

1.19.5 For the purpose of calculating tier discounts, Customer volumes should be aggregated. Calculation of tier discounts shall include purchases by employees of any aforementioned entities. Purchases shall be calculated toward tier discounts at the time of order placement, rather than time of delivery, payment or other time.

1.19.6 For the purpose of applying tier discounts, such discount shall be immediately applied once a tier is reached. Purchase orders that fall only partially within a discounted tier may be partially discounted.

1.19.7 In the event the OEM offers customer incentives in the form of promotional pricing or rebates that are more advantageous to Customer, Vendor will extend those to Customer.

1.19.8 In the event more favorable pricing is available to qualified Customer departments and/or sister agency (e.g., library or academic pricing), the vendor will honor this pricing for orders from the qualified departments and/or agencies.

1.19.9 Customer reserves the right to request quotes directly from other product providers and to give to Vendor the option to fulfill or decline Customer's quote based upon its relationship and current pricing from the product provider. Customer reserves the right to request quotes or procure any and all Contract Items from a source other than the Vendor.

1.19.10 When an end user receives pricing under this contract that is more aggressive than the agreed upon rates, Vendor will endeavor to offer similarly aggressive pricing to other eligible contract users that are purchasing the same model and number of products within the same time period.

1.19.11 For the items structured as a discount from Manufacturer's Suggested Retail Price (MSRP), Customer has the right to audit the MSRP lists given to the Vendor from the manufacturer. For items structured as a cost plus structure, Vendor will, upon request, provide the average landed costs over the period of time and for the products requested so that Customer may audit them.

1.19.12 No service fees or additional costs shall be invoiced to Customer by the Vendor during the Term of the Agreement.

1.19.13 There shall be no "small order", "minimum order", or "special order" charges or surcharges.

1.19.14 Any rush delivery that occurs as a result of the Vendor's or Vendor's suppliers' error (e.g., stock-outs, etc.) shall be free of charge., i.e., no handling surcharges shall be added or discounts lost for any rush or expedited orders.

1.20 Information Technology Accessibility Standards

Vendor at all times during the term of the contract must be compliant with the Illinois Information Technology Accessibility Act, the Americans with Disabilities Act, and Section 508 of the Rehabilitation Act, to the extent applicable to the Services and to the extent legally required. In the event of the Vendor's non-compliance with the above, Vendor will promptly perform at Vendor's expense, all curative measures necessary to remedy such non-compliance.

1.21 DBE and other government conditions

Vendor will receive orders paid for from a variety of funding sources, including federal funds or grants. If any portion of the order is paid for by federal funds, vendor must comply with applicable grant conditions. Such grant conditions may include, but are not limited to, the use of Disadvantaged Business Enterprise (DBE) special conditions. In the case of an order subject to DBE special conditions, a DBE plan will be required for that order. Customer will inform vendor when an order is funded by federal grants.

Exhibit 1 - Attachment 1 – Price Proposal

CDW•G Price Proposal Notes:

Should the Customer wish to add a manufacturer line to this contract, CDW•G and customer will adhere to the process described in the Scope of Work. CDW•G agrees that it will cap manufacturer additions at Cost + S%.

CDW•G Cost is defined as the standard acquisition cost associated with the inventory of product, but also including the capital and management costs and risks associated with procuring, warehousing, distributing, and selling the inventory.

CDW•G is confirming that its ability to procure and sell Network Solutions, GoDaddy.com and Google products. The prices listed are contingent upon CDW•G's
positive confirmation of its ability to procure solutions from these manufacturers.

EXHIBIT 1- ATTACHMENT 1

Manufacturer	Product Category	Pricing
Active Networks inc.	Software and Maintenance	5% over CDW•G Landed Cost
Actuate (PB Views)	Software and Maintenance	5% over CDW•G Landed Cost
Adobe	Enterprise Products, Software and Maintenance	1% over CDW•G Landed Cost
Adobe	Standard Products and Maintenance	18% off MSRP
Adeptia	Software and Maintenance	5% over CDW•G Landed Cost
AirTight	Hardware	3% over CDW•G Landed Cost
AirTight	Hardware Warranty	3% over CDW•G Landed Cost
AirTight	Software and Maintenance	3% over CDW•G Landed Cost
AirTight	Professional Services	3% over CDW•G Landed Cost
Alertec	Hardware	3% over CDW•G Landed Cost
Alertec	Hardware Warranty	3% over CDW•G Landed Cost
Alfresco, Inc	Software and Maintenance	5% over CDW•G Landed Cost
All Manufacturers	Training	5% over CDW•G Landed Cost
Altova	Software and Maintenance	2% over CDW•G Landed Cost
Antiance	Software and Maintenance	2% over CDW•G Landed Cost
Apple	iPads	2% below CDW•G Advertised
Apple	iMacs	2% below CDW•G Advertised
Apple	Macbooks	2% below CDW•G Advertised
Apple	Warranties	2% below CDW•G Advertised
Apple	Software and Maintenance	3% over CDW•G Landed Cost
Applimation	Software and Maintenance	5% over CDW•G Landed Cost
Autodesk/AutoCAD Products	Software and Maintenance	3% over CDW•G Landed Cost
Avid	Software and Maintenance	5% over CDW•G Landed Cost
B2GNow – Certification & Compliance	Software and Maintenance	5% over CDW•G Landed Cost
BEA	Software and Maintenance	5% over CDW•G Landed Cost
Bentley System	Software and Maintenance	5% over CDW•G Landed Cost
Bindview	Software and Maintenance	3% over CDW•G Landed Cost
BottomLine	Software and Maintenance	5% over CDW•G Landed Cost
CheckPoint	Software and Maintenance	1% over CDW•G Landed Cost
Cisco	SMARTnet	1% over CDW•G Landed Cost
Cisco	Refurb Hardware/Software	1% over CDW•G Landed Cost
Cisco	New Hardware/Software	1% over CDW•G Landed Cost
Citrix	Hardware	25% off MSRP
Citrix	Hardware Warranty	0% off MSRP
Citrix Products	Software and Maintenance	3% over CDW•G Landed Cost
Cogix	Software and Maintenance	5% over CDW•G Landed Cost
Computer Associates	Software and Maintenance	1% over CDW•G Landed Cost
Corel	Software and Maintenance	3% over CDW•G Landed Cost
Coverity	Software and Maintenance	3% over CDW•G Landed Cost
Cyber Source (Payment Manager)	Software and Maintenance	5% over CDW•G Landed Cost
Day Software	Software and Maintenance	5% over CDW•G Landed Cost
Digital River Inc	Software and Maintenance	5% over CDW•G Landed Cost
Elixir	Software and Maintenance	3% over CDW•G Landed Cost
EMC	Connectrix, Hardware, Peripherals, Maintenance and Related Software	40% off MSRP
EMC	Third Party Hardware, Software and Switches	21% off MSRP
EMC	Data Domain, Hardware, Peripherals, Maintenance and Related Software	29% off MSRP
EMC	Isilon, Hardware and Related Software	15.6% off MSRP
EMC	Isilon, Accessories	4.3% off MSRP
EMC	RSA Hardware	6.9% off MSRP
EMC	RSA Software	10.9% off MSRP
EMC	RSA Hardware and Software Maintenance	5.5% off MSRP
EMC	Professional Services	2% off MSRP
EMC	Atmos, Hardware, Peripherals, Maintenance and Related Software	45% off MSRP
EMC	DMX, Hardware, Peripherals, Maintenance and Related Software	55% off MSRP
EMC	VNXe, Hardware, Peripherals, Maintenance and Related Software	30% off MSRP
EMC	VNX, Hardware, Peripherals, Maintenance and Related Software	35% off MSRP
EMC	VPLEX, Hardware, Peripherals, Maintenance and Related Software	50% off MSRP
EMC	VMAX and VMAXe, Hardware, Peripherals, Maintenance and Related Software	64% off MSRP
EMC	ClaRiiON, Centera and NAS, Hardware, Peripherals, Maintenance and Related Software	29% off MSRP
Emulex	Hardware	5% over CDW•G Landed Cost
Emulex	Hardware Warranty	5% over CDW•G Landed Cost
ESRI	Software and Software Maintenance	5% over CDW•G Landed Cost
Extensis	Software and Maintenance	3% over CDW•G Landed Cost
F5	Networking Products and Maintenance	8% off MSRP
Faronics	Software and Maintenance	3% over CDW•G Landed Cost
FireEye	Hardware	3% over CDW•G Landed Cost
FireEye	Hardware Warranty	3% over CDW•G Landed Cost
FireEye	Software and Maintenance	3% over CDW•G Landed Cost
FireEye	Professional Services	3% over CDW•G Landed Cost
Fuel Smart	Software and Maintenance	5% over CDW•G Landed Cost
Google	Software and Maintenance	5% over CDW•G Landed Cost
GW Micro	Software, Annual support and Maintenance	2% over CDW•G Landed Cost
Heartland Payment Systems	Software and Maintenance	2% over CDW•G Landed Cost
Hitachi	Software and Maintenance	3% over CDW•G Landed Cost
HP	Cartridge Back-up Tapes	3% over CDW•G Landed Cost
HP	Proliant and Blade Servers	26% off MSRP
HP	Network Node Manager and Maintenance	3% over CDW•G Landed Cost
HP Software- entire line except Network Node Manager	Software and Maintenance	5% over CDW•G Landed Cost
IBM (FileNet)	Software and Maintenance	5% over CDW•G Landed Cost
IBM (FileNet)	Professional Services	5% over CDW•G Landed Cost
Ideascale (Subscription SW)	Software and Maintenance	5% over CDW•G Landed Cost
IDM Computer Solutions Inc	Software and Maintenance	3% over CDW•G Landed Cost

EXHIBIT 1- ATTACHMENT 1

Manufacturer	Product Category	Pricing
InfoBlox	Software and Maintenance	3% over CDW•G Landed Cost
InfoBlox	Hardware	3% over CDW•G Landed Cost
InfoBlox	Hardware Warranty	3% over CDW•G Landed Cost
Infor Enterprise Asset Management	Software and Maintenance	5% over CDW•G Landed Cost
Infor Hansen Community Development and Regulation (CDR) module with mobile and Dynamic Portal	Software and Maintenance	5% over CDW•G Landed Cost
Integraph Family & Products	Software and Maintenance	5% over CDW•G Landed Cost
Intellireach	Software and Maintenance	5% over CDW•G Landed Cost
Jaws	Software, Annual Support and Maintenance	5% over CDW•G Landed Cost
Juniper Networks	Hardware, Software and Maintenance	3% over CDW•G Landed Cost
LANDesk	Software and Maintenance	1% over CDW•G Landed Cost
Legato	Software and Maintenance	3% over CDW•G Landed Cost
Liferay	Software and Maintenance	2% over CDW•G Landed Cost
Livestream (Subscription SW)	Software and Maintenance	5% over CDW•G Landed Cost
Macromedia	Software and Maintenance	3% over CDW•G Landed Cost
MapInfo Location Intelligence and GIS Products -- Pitney Bowes	Software and Maintenance	5% over CDW•G Landed Cost
McAfee	Software	3% over CDW•G Landed Cost
McAfee	Maintenance	3% over CDW•G Landed Cost
McAfee	Hardware	3% over CDW•G Landed Cost
McAfee	Hardware Warranty	3% over CDW•G Landed Cost
McAfee	Professional Services	3% over CDW•G Landed Cost
MCL	Software and Maintenance	3% over CDW•G Landed Cost
MCM Technology	Software and Maintenance	5% over CDW•G Landed Cost
MetraTech Billing	Software and Maintenance	5% over CDW•G Landed Cost
MetraTech Law Case Management	Software and Maintenance	5% over CDW•G Landed Cost
Microsoft	Select and Enterprise Agreement Software, Maintenance and Software Assurance	17% off MSRP
Microsoft	Multipoint Server	12% off MSRP
Microsoft Academic Programs (pending Microsoft eligibility rules)	Software and Maintenance	3% over CDW•G Landed Cost
MIR3	Software and Maintenance	3% over CDW•G Landed Cost
Motorola	Software and Maintenance	3% over CDW•G Landed Cost
Neotys	Software and Maintenance	5% over CDW•G Landed Cost
Neotys Software	Software and Maintenance	5% over CDW•G Landed Cost
Netdimensions	Software and Maintenance	5% over CDW•G Landed Cost
Network Associates	Software and Maintenance	5% over CDW•G Landed Cost
Network Solutions	Domain Name Registration subscription service	3% over CDW•G Landed Cost
Novell MLA	Software and Maintenance	3% over CDW•G Landed Cost
Novo Solutions	Software and Maintenance	5% over CDW•G Landed Cost
Nuance	Software and Maintenance	3% over CDW•G Landed Cost
Oracle	M3000, M4000, M5000 and Warranties	20% off MSRP
Oracle	M8000, M9000, I/O Expansion and Warranties	30% off MSRP
Oracle	Software and Software Maintenance	2% over CDW•G Landed Cost
Oracle	Professional Services	2% over CDW•G Landed Cost
Panasonic	Hardware and Maintenance	5% over CDW•G Landed Cost
PDF Complete	Software and Maintenance	3% over CDW•G Landed Cost
Qarbon	Software and Maintenance	5% over CDW•G Landed Cost
QAS (Experian)	Software and Maintenance	5% over CDW•G Landed Cost
Qlogic	Hardware	5% over CDW•G Landed Cost
Qlogic	Hardware Warranty	5% over CDW•G Landed Cost
Quark	Software and Maintenance	3% over CDW•G Landed Cost
RedHat	Software and Maintenance	2% over CDW•G Landed Cost
SafeNet	Software and Maintenance	5% over CDW•G Landed Cost
SafeNet	Hardware	5% over CDW•G Landed Cost
SafeNet	Hardware Warranty	5% over CDW•G Landed Cost
SAP	Software and Maintenance	5% over CDW•G Landed Cost
Serena	PVCS Version Manager	3% over CDW•G Landed Cost
SmallWorld Geospatial Solutions - General Electric	Software and Maintenance	5% over CDW•G Landed Cost
Socrata (Subscription SW)	Software and Maintenance	5% over CDW•G Landed Cost
Solarwind, Inc.	Software and Maintenance	5% over CDW•G Landed Cost
SPSS	Software and Maintenance	3% over CDW•G Landed Cost
SumTotal Time and Attendance	Software and Maintenance	5% over CDW•G Landed Cost
Symantec	Software and Maintenance	1% over CDW•G Landed Cost
Symantec	Hardware	1% over CDW•G Landed Cost
Symantec	Hardware Warranty	1% over CDW•G Landed Cost
TechSmith	Software and Maintenance	5% over CDW•G Landed Cost
Timetrade	Software and Maintenance	5% over CDW•G Landed Cost
Unlisted/Alternate Software Manufacturers	Software, Annual Support and Maintenance	5% over CDW•G Landed Cost
Verdiem	Software and Maintenance	5% over CDW•G Landed Cost
Veritas	Software and Maintenance	1% over CDW•G Landed Cost
Vertex	Software and Maintenance	5% over CDW•G Landed Cost
VMWare	Software and Maintenance	2% over CDW•G Landed Cost
Webfeat	Software and Maintenance	5% over CDW•G Landed Cost
WebTech Wireless	Hardware Maintenance	5% over CDW•G Landed Cost
WebTech Wireless	Professional Services	5% over CDW•G Landed Cost
WebTech Wireless	Software and Maintenance	5% over CDW•G Landed Cost
WinZip Computing	WinZip	1% over CDW•G Landed Cost
XORA	Software and Maintenance	3% over CDW•G Landed Cost
Zebra	Hardware	3% over CDW•G Landed Cost
Zebra	Hardware Warranty	3% over CDW•G Landed Cost
Zephyr	Software and Maintenance	1% over CDW•G Landed Cost

Exhibit 1 - Attachment 2 – Installation Services

EXHIBIT 1 - ATTACHMENT 2

Service Group	CDW Part Number	Description	Cook County Per Unit Price
Priority	1625768	PRIORITY SERVICE	$12.50
Hardware	1706188	CDW Hardware Install for Server	$26.00
Hardware	1706189	CDW Hardware Install for DT-LT-PRT	$12.00
Desktop Imaging	534223	CDW IMAGE DEPLOYMENT & INTEGRATION	$28.00
Diagnostics	214266	CDW BURN IN 12 HOURS	$12.00
Imaging	195856	CDW INSTALLING CUSTOM SERVER IMAGE	$97.00
Imaging	247489	CDW CREATE CUSTOM RESTORE CD	$41.00
Imaging	266912	CDW APPLE IMAGE DEPLOYMENT	$28.00
Imaging	283926	CDW CREATE MASTER CUSTOM IMAGE	$160.00
Imaging	346243	CDW STANDARD OPERATING SYSTEM INSTALL	$98.00
Imaging	379370	CDW INSTALLING CUSTOM PDA IMAGE	$11.00
Imaging	522311	CDW CREATE ADVANCED MASTER IMAGE	$232.00
Imaging	763587	FLASH DRIVE IMAGING	$6.00
Imaging	763593	CDW CREATE CUSTOM RESTORE DVD	$33.00
Imaging	809048	CDW MAINTAIN CUSTOM PC IMAGE-CREDIT	$26.00
Imaging	1640342	CDW INSTALLING ALTIRIS SERVER IMAGE	$105.00
Imaging	1926223	CDW TERMINAL IMAGE DEPLOYMENT	$27.00
Laser Etching	1461344	CDW LASER ETCHING DEPLOYMENT CHARGE	$12.00
Laser Etching	1572992	CDW APPLE LASER ETCHING - NON-REF	$12.00
Laser Etching	1543600	CDW LASER ETCHING MIRRORED SURFACE	$18.00
Laser Etching	1578184	CDW APPLE LASER ETCHING - REFLECTIVE	$18.00
Netcom	311718	CDW SWITCH-ROUTER CONFIG LABOR LEVEL 1	$42.00
Netcom	1550455	CDW SWITCH-ROUTER CONFIG LABOR LEVEL 3	$109.00
Netcom	1550460	CDW SWITCH-ROUTER CONFIG LABOR LEVEL 2	$71.00
Other	504311	CDW HP ILO ACTIVATION	$14.00
Other	872360	SYSTEM'S BIOS/FIRMWARE UPG	$18.00
Other	1197175	CDW CUSTOM IP CONFIGURATION	$14.00
Other	1197180	CDW BIOS CUSTOMIZATION	$7.00
Other	1369901	CDW SRVC CUSTOM ADDED INSERTS	$7.00
Other	1369904	CDW COMPUTRACE ACTIVATION	$7.00
Other	1369905	CDW DATA CAPTURE & TRACKING SRVC	$7.00
Software	076056	CDW STANDARD APPLICATION INSTALL	$39.00
Software	076980	CDW NETWORK OPERATING SYSTEM INSTALL	$210.00
Software	931000	CDW NETWORK APPLICATION INSTALL	$110.00
Software	1197183	CDW APPLICATION UPDATES AND MAINTENANCE	$25.00

Exhibit 1 - Attachment 3 – Training and Service Rate

EXHIBIT 1 - ATTACHMENT 3

Hourly Rate

Requested offerings (for misc projects not associated with Cisco, Microsoft or Storage/Virtualization:

Technical Trainer/Instructor	$ 82.50
Project Manager	$ 82.50
Subject Matter Expert	$ -
Network Administrator	$ 80.25
5enior Network Engineer	$ 115.50
Junior Network Engineer	$ 85.60
Senior Network Technician	$ 82.50
Junior Network Technician	$ 64.20
Senior Computer Software/Integration Analyst	$ 93.50
Junior Computer Systems Analysts	$ 74.90
Junior Developer	$ 85.60
Senior developer	$ 110.00

Other CDW-G Cisco/MS/Srvr&Storage Offerings:

Role	Cisco					Microsoft				S&S	
	UCC Enterprise	UC	Wireless	Route/ Switch	Security	UC	IW	S&S	M&M	Storage	Virtualization
Technical Lead	$205	$205	$200	$200	$205	$200	$190	$195	$190	$235	$230
Senior Engineer	$195	$195	$190	$190	$195	$195	$170	$170	$170	$230	$225
Engineer	$190	$185	$180	$180	$190	$165	$160	$160	$160	$205	$200
Associate Engineer	$115	$115	$115	$115	$115	$110	$110	$110	$110	$110	$110
Project Manager	$180	$180	$180	$180	$180	$180	$180	$180	$180	$180	$180
Program Manager	$185	$185	$185	$185	$185	$185	$185	$185	$185	$185	$185

Other CDW-G Offerings:

DLP Implementation Engineer - On5ite	$306.64
Enterprise Vault Design Architect - Onsite	$306.64
Enterprise Vault Implementation Engineer - OnSite	$306.64

Exhibit 1- Attachment 4 – Travel Policy

EXHIBIT 1 - ATTACHMENT 4

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:

Reimbursable	Non-Reimbursable
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.

Exhibit 1 - Attachment 5 – Return Policy

EXHIBIT 1 - ATTACHMENT 5

CDW PRODUCT RETURN POLICY

Seller offers a 30-day return policy on most products sold. Manufacturer restrictions apply to certain merchandise, as detailed below and as updated from time to time. Customer may obtain additional details and any applicable updates from the dedicated Seller account manager and may obtain manufacturer contact information by contacting CDW Customer Relations, which may be reached by calling 866.SVC.4CDW or by emailing returns@cdw.com.

1. Return Restrictions.

- Defective Product Returns. Customer may return most *defective* Products directly to Seller within fifteen (15) days of invoice date and receive, at Seller's option, credit, replacement, exchange, or repair. After fifteen (15) days, only the manufacturer warranty applies.

- Non-Defective Product Returns. Customer may return most *non-defective* Products directly to Seller within thirty (30) days of invoice date and receive, at Customer's option, credit or exchange, except that an automatic Seller restocking charge will reduce the value of any such credit or exchange by a minimum of fifteen percent (15%).

- Restricted, Repair-Only Returns. Certain Products can only be returned for repair—not for exchange, replacement or credit—based on current manufacturer requirements. Such Products should be returned to Seller, shipped directly to the manufacturer, or taken to an authorized service center in Customer's vicinity. More information may be provided by the dedicated Seller account manager or by CDW Customer Relations.

- Restricted, Manufacturer-Only Assistance. Certain Products cannot be returned to Seller for any reason—without exception—and Customer must contact the manufacturer directly for any needed assistance. More information may be provided by the dedicated Seller account manager or by CDW Customer Relations.

- Special Orders. Products that are specially ordered may be non-returnable or may have unique return restrictions provided at the time of sale. More information may be provided by the dedicated Seller account manager or by CDW Customer Relations.

- Return of Software or DVDs. Seller offers refunds only for unopened, undamaged software and DVD movies that are returned within 30 days of invoice date. Seller offers *only replacement* for software products and DVD movies that either: (i) are defective but are returned *within* thirty (30) days of invoice date; or (ii) are unopened and undamaged, but are returned *more than* 30 days after invoice date; such replaceable merchandise may be exchanged only for the same software or DVD movie title. Multiple software licenses may be returned for refund or exchange *only* (i) if specifically authorized in advance by the manufacturer; *and* (ii) if returned *within* thirty (30) days of invoice date.

2. Customer Shipment of Returned Merchandise.

- Return Merchandise Authorization (RMA) Number. No returns of any type will be accepted by Seller unless accompanied by a unique RMA number, which Customer may obtain by providing the following information to CDW Customer Relations: customer name, applicable invoice number, product serial number, and details of Customer's issue with the product. Customer has five (5) days to return a Product after the applicable RMA is issued. CDW reserves the right to refuse any UNAUTHORIZED returns: those that occur after the five (5) day period or those involving Products that are unaccompanied by valid RMA's.

- Returned Products Must Be Complete. All Products *MUST BE* returned one hundred percent (100%) complete, including all original boxes, packing materials, manuals, blank warranty cards, and other accessories provided by the manufacturer. CDW reserves the right to refuse the return of incomplete Products. In addition, CDW will charge a minimum fifteen percent (15%) restocking fee for returns that are accepted.

- Responsibility for Shipping Costs. Customer is responsible for the cost of shipping returned items; Seller is responsible for the cost of shipping replacements or exchanges of returned items and will match Customer's shipping method.

- Customer Shipping Insurance. Customer is strongly advised to purchase full insurance to cover loss and damage in transit for shipments of returned items and to use a carrier and shipping method that provide proof of delivery. Seller is not responsible for loss during such shipment.

3. Merchandise Damaged in Transit.

- Refusal/Receipt of Damaged Products. If a package containing items purchased from Seller arrives at Customer's address *DAMAGED*, Customer should *REFUSE* to accept delivery from the carrier. If Customer *does* accept delivery of such a package, Customer must: (i) note the damage on the carrier's delivery record so that Seller may file a claim; (ii) save, as is, the merchandise *AND* the original box and packaging it arrived in; and (iii) promptly notify Seller either by calling CDW Customer Relations or by contacting the Seller account manager to arrange for carrier's inspection and pickup of the damaged merchandise. If Customer does not so note the damage and save the received merchandise and does not so notify Seller within fifteen (15) days of delivery acceptance, Customer will be deemed to have accepted the merchandise as if it had arrived undamaged, and Seller's regular return policy, as described in sections 1 and 2 above, and all current manufacturer warranties and restrictions will apply.

4. Credits

Any credit issued by Seller to Customer under this return policy must be used within two (2) years from the date that the credit was issued and may only be used for future purchases of Product and/or Services. Any credit or portion thereof not used within the two (2) year period will automatically expire.

EXHIBIT 1 - ATTACHMENT 5

CDW PRODUCT RETURN POLICY

Seller offers a 30-day return policy on most products sold. Manufacturer restrictions apply to certain merchandise, as detailed below and as updated from time to time. Customer may obtain additional details and any applicable updates from the dedicated Seller account manager and may obtain manufacturer contact information by contacting CDW Customer Relations, which may be reached by calling 866.SVC.4CDW or by emailing returns@cdw.com.

1. Return Restrictions.

- Defective Product Returns. Customer may return most *defective* Products directly to Seller within fifteen (15) days of invoice date and receive, at Seller's option, credit, replacement, exchange, or repair. After fifteen (15) days, only the manufacturer warranty applies.

- Non-Defective Product Returns. Customer may return most *non-defective* Products directly to Seller within thirty (30) days of invoice date and receive, at Customer's option, credit or exchange, except that an automatic Seller restocking charge will reduce the value of any such credit or exchange by a minimum of fifteen percent (15%).

- Restricted, Repair-Only Returns. Certain Products can only be returned for repair—not for exchange, replacement or credit—based on current manufacturer requirements. Such Products should be returned to Seller, shipped directly to the manufacturer, or taken to an authorized service center in Customer's vicinity. More information may be provided by the dedicated Seller account manager or by CDW Customer Relations.

- Restricted, Manufacturer-Only Assistance. Certain Products cannot be returned to Seller for any reason—without exception—and Customer must contact the manufacturer directly for any needed assistance. More information may be provided by the dedicated Seller account manager or by CDW Customer Relations.

- Special Orders. Products that are specially ordered may be non-returnable or may have unique return restrictions provided at the time of sale. More information may be provided by the dedicated Seller account manager or by CDW Customer Relations.

- Return of Software or DVDs. Seller offers refunds only for unopened, undamaged software and DVD movies that are returned within 30 days of invoice date. Seller offers *only replacement* for software products and DVD movies that either: (i) are defective but are returned *within* thirty (30) days of invoice date; or (ii) are unopened and undamaged, but are returned *more than* 30 days after invoice date; such replaceable merchandise may be exchanged only for the same software or DVD movie title. Multiple software licenses may be returned for refund or exchange *only* (i) if specifically authorized in advance by the manufacturer; *and* (ii) if returned *within* thirty (30) days of invoice date.

2. Customer Shipment of Returned Merchandise.

- Return Merchandise Authorization (RMA) Number. No returns of any type will be accepted by Seller unless accompanied by a unique RMA number, which Customer may obtain by providing the following information to CDW Customer Relations: customer name, applicable invoice number, product serial number, and details of Customer's issue with the product. Customer has five (5) days to return a Product after the applicable RMA is issued. CDW reserves the right to refuse any UNAUTHORIZED returns: those that occur after the five (5) day period or those involving Products that are unaccompanied by valid RMA's.

- Returned Products Must Be Complete. All Products *MUST BE* returned one hundred percent (100%) complete, including all original boxes, packing materials, manuals, blank warranty cards, and other accessories provided by the manufacturer. CDW reserves the right to refuse the return of incomplete Products. In addition, CDW will charge a minimum fifteen percent (15%) restocking fee for returns that are accepted.

- Responsibility for Shipping Costs. Customer is responsible for the cost of shipping returned items; Seller is responsible for the cost of shipping replacements or exchanges of returned items and will match Customer's shipping method.

- Customer Shipping Insurance. Customer is strongly advised to purchase full insurance to cover loss and damage in transit for shipments of returned items and to use a carrier and shipping method that provide proof of delivery. Seller is not responsible for loss during such shipment.

3. Merchandise Damaged in Transit.

- Refusal/Receipt of Damaged Products. If a package containing items purchased from Seller arrives at Customer's address *DAMAGED*, Customer should *REFUSE* to accept delivery from the carrier. If Customer *does* accept delivery of such a package, Customer must: (i) note the damage on the carrier's delivery record so that Seller may file a claim; (ii) save, as is, the merchandise *AND* the original box and packaging it arrived in; and (iii) promptly notify Seller either by calling CDW Customer Relations or by contacting the Seller account manager to arrange for carrier's inspection and pickup of the damaged merchandise. If Customer does not so note the damage and save the received merchandise and does not so notify Seller within fifteen (15) days of delivery acceptance, Customer will be deemed to have accepted the merchandise as if it had arrived undamaged, and Seller's regular return policy, as described in sections 1 and 2 above, and all current manufacturer warranties and restrictions will apply.

4. Credits

Any credit issued by Seller to Customer under this return policy must be used within two (2) years from the date that the credit was issued and may only be used for future purchases of Product and/or Services. Any credit or portion thereof not used within the two (2) year period will automatically expire.

EXHIBIT 2

Statement of Work for Services

Any SOW referencing this Agreement shall be on a form drafted by Contractor and agreed to by the parties in writing.

EXHIBIT 3

Evidence of Insurance

CDWLLC

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 3/18/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	
Commercial Lines - (617) 330-1005 Wells Fargo Insurance Services USA, Inc. 699 Boylston St, 6th Floor Boston, MA 02116	PHONE (A/C, No, Ext): (800) 225-8504	FAX (A/C, No):
	E-MAIL ADDRESS:	

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
CDW Direct, LLC 200 North Milwaukee Avenue Vernon Hills, IL 60061	INSURER A: Travelers Property Casualty Co of America	25674
	INSURER B: Charter Oak Fire Insurance Co.	25615
	INSURER C: New Hampshire Insurance Co.	23841
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 5747158 **REVISION NUMBER:** See below

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	**GENERAL LIABILITY** X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC			6600252P993	10/01/2012	10/01/2013	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 1,000,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B	**AUTOMOBILE LIABILITY** X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS			Domestic Auto - BA0239P10A	10/01/2012	10/01/2013	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	X **UMBRELLA LIAB** X OCCUR **EXCESS LIAB** CLAIMS-MADE DED RETENTION $			CUP0252P993	10/01/2012	10/01/2013	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000
C C	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N N **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		086476351 (AOS) 086476352 (MA,ND,OH,WA,WI,WY)	10/01/2012 10/01/2012	10/01/2013 10/01/2013	X WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Cook County, its Commissioners, Employees and Agents (individually and collectively) and 69 West Washington Management Company, L.L.C. and its affiliates, U.S. Equities Asset Management L.L.C. and East Lake Management & Development Corp. are included as additional insured applicable to the General Liability where required by written contract, regarding the activities of the Named Insured per form #CGD4170708.

CERTIFICATE HOLDER

69 West Washington Management Company, L.L.C.
69 West Washington, Suite 1430
Chicago, IL 60602

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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EXHIBIT 4

Board Authorization

BUREAU OF TECHNOLOGY
DEPARTMENT FOR MANAGEMENT OF INFORMATION SYSTEMS continued

PROPOSED CONTRACT AMENDMENT continued

ITEM #31 cont'd

Reason: The Intranet upgrade will replace the current CCNET portal platform (AquaLogic - which is at product end-of-life and is no longer supported) with SharePoint 2010, an industry standard that aligns with existing Microsoft tools that are in place in our enterprise.

The Assessor's website enhancement is Phase II of a design and functionality project. The enhancements will be modernizing several technologies that support the public-facing website, including SQL Server upgrades, cleanup and optimizations while updating the current ASP.NET platform and revamping older legacy ASP ones. In addition, the new dashboard initiative (tentatively named "My Favorites") will also be included that aggregates many highly requested data points packaged for different consumption levels – from free taxpayer accounts to new market mid level revenue generating accounts..

Estimated Fiscal Impact: $598,540.00 ($300,000.00 - (717/009-579 Account); and $298,540.00 - (717/040-579 Account). Contract period: August 8, 2012 through December 31, 2015.

The Chief Procurement Officer concurs.

Vendor has met the Minority and Women Business Enterprise Ordinance.

BUREAU OF TECHNOLOGY
DEPARTMENT OF OFFICE TECHNOLOGY

PROPOSED CONTRACT

APPROVED BY BOARD OF
COOK COUNTY COMMISSIONERS

MAY 0 8 2013

COM_____

ITEM #32

Transmitting a Communication, dated April 19, 2013 from

LYDIA MURRAY, Chief Information Officer
and
SHANNON E. ANDREWS, Chief Procurement Officer

requesting authorization for the Chief Procurement Officer to enter into and execute a three-year contract with CDW Government, LLC (CDWG), Vernon Hills, Illinois, for reseller services for software, certain hardware, and network equipment, and as needed, maintenance and support services for the aforementioned. The Cook County Bureau of Technology (BOT) is also seeking authorization to be able to add, delete and update contract items as needed to support the changing needs of the County. Specifically, BOT seeks authorization to choose a provider of cloud email software as a service (SaaS) and procure that SaaS solution through this contract.

BUREAU OF TECHNOLOGY
DEPARTMENT OF OFFICE TECHNOLOGY continued

PROPOSED CONTRACT continued

ITEM #32 cont'd

Reason: In order to leverage pricing discounts available to volume purchasers, Cook County aggregated its technology needs with the City of Chicago. The County and City issued a joint Request for Proposal (RFP) for selection of a reseller of hardware, software and network equipment. The Evaluation Committee comprised of representatives from both entities jointly recommended CDWG as both entities' software and network equipment reseller, based upon CDWG's qualifications and price competitiveness.

The contract is needed to allow County agencies to continue to acquire computer software and maintenance related to new technology initiatives and update of existing software licenses. The ability to add, delete, and update contract items will allow the County to obtain newer technology as appropriate during the terms of the contract. The contract amount is based upon the historical patterns of Cook County spending for Microsoft enterprise licensing, as well as forecasting for upgrades to the County's email system, for the purchase of new network routers, and for an upgrade to the Sheriff's jail management system.

Estimated Fiscal Impact: $28,165,500.00 (FY 2013: $5,748,500.00; FY 2014: $3,640,000.00; FY 2015: $10,388,500.00; and FY 2016: $8,388,500.00). Contract period: May 15, 2013 through May 14, 2016. (Various-579 Accounts).

Approval of this item would commit Fiscal Years 2014, 2015 and 2016 funds.

APPROVED BY BOARD OF
COOK COUNTY COMMISSIONERS

The Chief Procurement Officer concurs.

MAY 0 8 2013

Vendor has met the Minority and Women Business Enterprise Ordinance.

COM_____

BUREAU OF TECHNOLOGY
DEPARTMENT OF TELECOMMUNICATION OPERATIONS

PROPOSED INTERGOVERNMENTAL AGREEMENT

ITEM #33

Transmitting a Communication, dated March 29, 2013 from

LYDIA MURRAY, Chief Information Officer

requesting authorization for the Chief Procurement Officer to enter into and execute an Intergovernmental Agreement between Cook County and the State of Illinois' Central Management Services (CMS), wherein CMS will provide 500MB of broadband connectivity to Cook County through the Illinois Century Network, for the purposes of Cook County increasing its egress to the Internet. The County will tender to CMS subscription fees for egress in the amount of $10,500.00 per month for May and June and subsequently $4,833.33 per month beginning in July, which are competitively priced as compared to commercially available equivalents and which also provide network redundancy. The agreement shall be in effect until terminated by either party for any reason upon 90-days' notice.