PRODUCTS AND SERVICES AGREEMENT

Contract No. 1328-12468

BETWEEN

COOK COUNTY GOVERNMENT

AND

DELL MARKETING, L.P.

APPROVED BY BOARD OF
COOK COUNTY COMMISSIONERS

OCT 2 3 2013

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PRODUCTS AND 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 Dell Marketing, L.P., doing business as a(an) limited partnership of the State of Texas hereinafter referred to as "Contractor", pursuant to authorization by the Cook County Board of Commissioners on the 23rd day of October, 2013, as evidenced by Board Authorization letter attached hereto as EXHIBIT "4".

BACKGROUND

The City of Chicago and the County of Cook issued a Request for Proposals "RFP" Specification No. 105081 for Computer Hardware, Software, Peripherals, and Related Maintenance and Installation Services. 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 and City 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) PREAMBLE

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

Purchases of Products, Software licenses, or Services under this Agreement shall be solely for County's own internal use and not for resale purposes. In instances where County purchases through a reseller or distributor, final prices and terms and conditions of sale will be as agreed between County and the third party from which County makes such purchases; however, the terms set forth herein are applicable to County's use of Dell Software and the performance of Dell Services.

ARTICLE 2) DEFINITIONS

a) Definitions

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

i. "**Additional Services**" means those services which are within the general Solutions Schedule 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 Consultant is obligated to perform those Additional Services and before the County becomes obligated to pay for those Additional Services.

ii. "**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.

iii. **"Deliverables"** means the tangible and intangible materials, including reports, studies, base cases, drawings, findings, software, manuals, procedures and recommendations that are prepared by Dell or its subcontractors uniquely and exclusively for use by County and that are specifically identified in a Statement of Work.

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

v. **"Products"** means computer hardware, related devices and other accessories and products, including standard components embedded therein, as provided by Dell hereunder.

vi. "**Services**" means any and all services provided by Dell as described in this Agreement or any associated Statement of Work.

vii. "**Software**" means any software, library, utility, tool, or other computer or program code, each in object (binary) code form, as well as the related media, printed materials, online and electronic documentation and any copies thereof, as provided by Dell hereunder. Software includes without limitation standalone software, software provided in connection with Products, software provided in connection with Services, software locally installed on County's systems, and software accessed by County through the Internet or other remote means (such as websites, portals, and "cloud-based" solutions).

a) "**System Software**" means Software that provides basic hardware functionality and provides a platform for applications to run (e.g., firmware and BIOS software), and any Software specifically designated by Dell as System Software the purpose of which is to operate and manage the Products in which it is embedded.

b) "**Application Software**" means computer programs that are designed to perform specialized data processing tasks for the user and any Software specifically designated by Dell as Application Software.

viii. **"Solutions"** means the Products, Services (including Deliverables), Software licenses or any combination thereof provided by Dell under this Agreement.

ix. **"Statement of Work"** or **"SOW"** means any mutually agreed document describing the Solution to be provided by Dell to County and approved by the Chief Information Officer or her designee.

x. "**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.

xi. **"Third-Party Products"** means any products, software, or services that are manufactured, created or performed by a party other than Dell.

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 or Schedules, unless otherwise expressed or indicated are to the Articles, Sections, or Exhibits or Schedules 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) Dell Exhibits/ URLs. Dell Exhibits shall apply in the following manner:

i. County's use of Software is subject solely to the separate software license terms provided with the Software, included with the Software media packaging, or presented to County during the installation or use of the Software. County agrees that County will be bound by such license agreement. If no license terms accompany the Dell-branded Software, then County's use of such Software is subject to the applicable "**Software License Terms**, which is attached hereto as Exhibit 2"

ii. Notwithstanding any language contained in this Agreement to the contrary or in any URL by Dell, the County shall not be responsible to indemnify the Contractor for any reason whatsoever. Additionally, notwithstanding any language in this Agreement or any Exhibit to the contrary, this Agreement and any Exhibit shall be governed by the laws of the State of Illinois.

iii. To the extent that the language contained in any Dell URL contains legal provisions (i.e those provisions that impose any additional duties or responsibilities on the County) then the legal provisions shall be void and without effect.

d) Order of Precedence

The following attached Exhibits are made a part of this Agreement with the following Order of Precedence:

Products and Services Agreement
Economic Disclosure Statement Pages
Exhibit 1 Solutions Schedule
Exhibit 2 Software License Terms
Exhibit 3 Evidence of Insurance
Exhibit 4 Board Authorization

ARTICLE 3) DUTIES AND RESPONSIBILITIES OF CONTRACTOR

a) Solutions Schedule

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 and the applicable Exhibits. The Services that Contractor must provide include, but are not limited to, those described in Exhibit 1, Solutions Schedule and Time Limits for Performance and the applicable Exhibits, which is attached to this Agreement and incorporated by reference as if fully set forth herein.

b) Solutions

The County may reject Products (which may include embedded Software) as mutually agreed to and set forth in Exhibit 1 Solutions Schedule Section 1.15.

In the case of Services and Deliverables, Customer will have five(5) business days, after delivery by Contractor to Customer of Services and Deliverables, to determine if such Services and Deliverables comply with the applicable SOW. If Customer requires additional time to accept or reject Services or Deliverables, the Customer shall notify Contractor in any manner prior to the end of the fifth (5th) businesses day and inform Dell of the extension of time necessary to accept or reject Services or Deliverables. Notwithstanding the foregoing, the period of acceptance or rejection shall not exceed twenty-one (21) business days after delivery by Contractor to Customer of Services and Deliverables. Any Service and/or Deliverable for which Customer has not notified Contractor of its acceptance or rejection within five (5) business days (or other extended period, the total of which will not exceed twenty-one (21) days) will be deemed accepted by Customer.

Customer will promptly return any non-compliant Deliverables to Contractor, and Contractor will make the required modifications to the non-compliant Deliverable. Customer will then have five (5) business days (or other extended period as set forth above), after re-delivery by Contractor to Customer of Services and Deliverables, to determine if such Services and Deliverables comply with the applicable SOW. If Contractor does not cure the non-conformance within the specified cure period, then the County, by written notice to Contractor, may provide additional time to cure such deficiency or treat the failure as a default of this Agreement under Article 9.

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

c) Standard of Performance

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

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. Contractor must provide copies of any such licenses. Contractor remains responsible for the professional and technical accuracy of all Services and Deliverables furnished, whether by Contractor or its Subcontractors or others on its behalf. All Services and Deliverables must be prepared in a form and content as agreed to by the parties and delivered in a manner consistent with the requirements of this Agreement and the applicable SOWs.

If Contractor fails to comply with the foregoing standards, Contractor must perform again pursuant to Article 3b), at its own expense, all Services required to be re-performed as a direct or indirect result of that failure. Any review, approval, acceptance or payment for any of the Services by the County does not relieve Contractor of its responsibility for the professional skill and care and technical accuracy of its Services and Deliverables. This provision in no way limits the County's rights against Contractor either under this Agreement, at law or in equity.

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 exclusively 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 receiving that notice Contractor must immediately suspend the services of the key person or persons in accordance with Exhibit 1, Solutions Schedule.

iii) **Salaries and Wages**

Consultant will pay, and make a commercially reasonable effort to ensure its subcontractors will pay, the salaries and wages due their respective employees performing Services under this Agreement in accordance with the Cook County ordinances and all applicable federal, state and local laws.

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 and Umbrella)

Commercial General Liability Insurance or equivalent with limits of not less than $2,000,000 per occurrence for bodily injury, personal injury and property damage liability. Coverages must include the following: All premises and operations, products/completed operations, separation of insureds, defense and contractual liability (CG 21 39 must not be included). Cook County is to be named as an additional insured on a primary, non-contributory basis for liability arising directly or indirectly from the Services.

(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 named 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.

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, Certificates of Insurance to be in force on the date of this Agreement, and Renewal Certificates of Insurance if the coverages have an expiration or renewal date occurring during the term of this Agreement. 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. Non-conforming insurance does not relieve Contractor of the obligation to provide insurance as specified in this Agreement.

(1) The County may request a copy of a current certificate at any time to confirm. All deductibles or self-insured retentions on referenced insurance coverages must be borne by Contractor. Contractor agrees that insurers, excluding Professional Liability, waive their rights of subrogation against the County of Cook, its employees, elected officials, agents or representatives.

(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 shall ensure and be solely responsible for ensuring that its subcontractors maintain insurance coverage at all levels no less than those required by applicable law and customary in the relevant industry.

(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

Dell shall defend and indemnify County against any third-party claim or action of infringement or misappropriation of that third party's U.S. patent, copyright, trade secret, or other intellectual property rights, to the extent arising from Dell's performance or delivery of the Solutions (excluding Third-Party Products and open source software) (an "**Indemnified Claim**"). In addition, if Dell receives prompt notice of an Indemnified Claim that, in Dell's reasonable opinion, is likely to result in Dell's inability to continue providing or performing the Solution, then Dell shall at its option, (1) obtain a right for County to continue using such Products, Software or Deliverables or allow Dell to continue performing the Services; (2) modify such Products, Software, Services or Deliverables to make them non-infringing; (3) replace such Products, Software, Services or Deliverables with a non-infringing substitute; or (4) refund any pre-paid fees for the allegedly infringing Services that have not been performed or provide a reasonable depreciated or pro rata refund for the allegedly infringing Product, Deliverable,, or Software. Notwithstanding the foregoing, Dell shall have no obligation under this Indemnification Section for any claim resulting or arising from (1) use or modifications of the Solution that were not performed by Dell; (2) the combination of the Dell Product, Dell

Software, Dell Service or Deliverables with a Third-Party Product (the combination of which causes the claimed infringement); (3) Dell's compliance with County's written specifications or directions, including the incorporation of any software or other materials or processes provided by or requested by County or (4) County's failure to incorporate free Software updates or upgrades that would have avoided the alleged infringement (collectively, the "Excluded Claims"). Dell's duty to indemnify and defend under this Indemnification Section is contingent upon: (1) Dell receiving prompt written notice of the third-party claim or action for which Dell must indemnify County, (2) Dell having the right to solely control the defense and resolution of such claim or action, and (3) County's full cooperation with Dell in defending and resolving such claim or action. This Indemnification Section states County's sole and exclusive remedies for any damages arising from a third-party intellectual property claim or action, and nothing in this Agreement or elsewhere will obligate Dell to provide any greater infringement indemnity to County.

Dell shall defend and indemnify the County and its commissioners, officials, employees, agents and representatives, and their respective heirs, successors and assigns, from and against any and all costs, expenses, attorney's fees, losses, damages and liabilities incurred against any third-party claim or action for personal bodily injury, including death, to the extent directly caused by the indemnifying party's negligence or willful misconduct in the course of performing its obligations under this Agreement. Notwithstanding the forgoing, Dell's duty to indemnify and defend under this paragraph is contingent upon: (1) Dell receiving prompt written notice of the third-party claim or action for which Dell must indemnify County, (2) Dell having the right to solely control the defense and resolution of such claim or action, and (3) County's full cooperation with Dell in defending and resolving such claim or action.

h) Confidentiality and Ownership of Documents

Confidentiality and Non-Disclosure. In connection with this Agreement, each party may have access to or be exposed to information of the other party that is not generally known to the public, such as County Data, software, product plans, pricing, marketing and sales information, customer lists, "know-how," or trade secrets, which may be designated as confidential or which, under the circumstances surrounding disclosure, ought to be treated as confidential (collectively, "Confidential Information"). "County Data" means any data that Contractor obtains or accesses for the purposes of performing its obligations under this Agreement. Confidential Information may not be shared with third parties unless such disclosure is to the receiving party's personnel, including employees, agents and subcontractors, on a "need-to-know" basis in connection with this Agreement, so long as such personnel have agreed in writing to treat such Confidential Information under terms at least as restrictive as those herein. Each party agrees to take the necessary precautions to maintain the confidentiality of the other party's Confidential Information by using at least the same degree of care as such party employs with respect to its own Confidential Information of a similar nature, but in no case less than a commercially reasonable standard of care to maintain confidentiality. The foregoing shall not apply to information that (1) was known by one party prior to its receipt from the other or is or becomes public knowledge through no fault of the recipient; (2) is rightfully received by the recipient from a third party without a duty of confidentiality; (3) is required by a court or government agency to disclose Confidential Information, provided that the recipient provides advance notice

to other party before making such a disclosure; or (4) as otherwise required by law. The terms of this Agreement are not Confidential Information. The obligations with respect to Confidential Information shall continue for two years from the date of disclosure; provided that with respect to County Data, the Contractor deletes or returns all County Data in its possession.

Contractor is provided a license to County Data hereunder for the sole and exclusive purpose of performing its obligations under this Agreement, including a limited non-exclusive, non-transferable license to transmit, process, and display County Data only to the extent necessary in the provisioning of the Services and not for the storage or recording of County Data. Contractor is prohibited from disclosing County Data to any third party, except for subcontractors, without specific written approval from the County. Contractor has no property interest in, and may assert no lien on or right to withhold County Data from Cook County.

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

Except for Background IP, Residual IP, and Utilities (as defined in section Article 3, subsection i,all documents, data, studies, reports, work product or product created as a result of the performance of the Contract (the "Documents") shall be included in the Deliverables and shall be the property of the County of Cook. It shall be a breach of this Contract for the Contractor to reproduce or use any documents, data, studies, reports, work product or product obtained from the County of Cook or any Documents created hereby, whether such reproduction or use is for Contractor's own purposes or for those of any third party. During the performance of the Contract Contractor shall be responsible of any loss or damage to the Documents while they are in Contractor's possession, and any such loss or damage shall be restored at the expense of the Contractor. The County and its designees shall be afforded full access to the Documents and the work at all times.

i) Patents, Copyrights and Licenses

If applicable, Contractor shall furnish the Chief Procurement Officer with all licenses or license keys required for the County to utilize any software, including firmware or middleware, provided by Contractor as part of the Solutions. 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 or license keys to the Chief Procurement Officer.

County shall own all right, title and interest to the Deliverables and Contractor agrees to grant to

County a perpetual, irrevocable (except upon default as defined in Article 9), non-exclusive, non-transferable, royalty-free license to use Contractor's Background IP (defined below), Utilities, and Residual IP solely for County to use the Deliverables, subject to the following:

(i) There is no uncured default in payment obligations by County.

(ii) Each party will retain all Intellectual Property Rights that it owned or controlled prior to the effective date of this Agreement or that it develops or acquires from activities independent of the Services performed under this Agreement ("Background IP"),

(iii) Contractor will retain all right, title and interest in and to all Intellectual Property Rights in or related to the Services, or tangible components thereof, including but not limited to (a) all know-how, intellectual property, methodologies, processes, technologies, algorithms, software or development tools used in performing the Services (collectively, the "Utilities"), and (b) such ideas, concepts, know-how, processes and reusable reports, designs, charts, plans, specifications, documentation, forms, templates or output which are developed, created or otherwise used by or on behalf of Contractor in the course of performing the Services or creating the Deliverables, other than portions that specifically incorporate proprietary or Confidential Information or data of Customer (collectively, the "Residual IP"), even if embedded in the Deliverable, and

(iv) County use of software, online services, or software-enabled services in connection with the Services is pursuant to the terms of the Contractor's Services Acceptable Use Policy available at dell.com/aup.

As used herein, "Deliverables" means the work product or tangible embodiment of the Services that are (i) prepared or performed by Contractor or its subcontractors uniquely and exclusively for Customer and (ii) specifically identified in a signed Statement of Work as Deliverables. "Intellectual Property Rights" means rights to patents, utility models, mask works, copyrights, trademarks, trade secrets, and any other form of protection afforded by law to inventions, models, designs, technical information, and applications.

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 Agreement, and for a maximum of one time per year, have access and the right to examine, utilizing the Auditor's own resources, upon reasonable advance written notice to Contractor any books, documents, papers, canceled checks, bank statements, purveyor's and other invoices, and records of the Contractor related to the Agreement 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 Agreement.

The Contractor further agrees that it shall include in all of its subcontracts hereunder a provision to the effect that the subcontractor agrees that the Cook County Auditor or any of its duly authorized representatives shall, until expiration of three (3) years after final payment under the

subcontract, have access and the right to examine any books, documents, papers, canceled checks, bank statements, purveyor's and other invoices and records of such subcontractor involving transactions relating to the subcontract, or to such subcontractor's compliance with any term, condition or provision thereunder or under the Contract.

In the event the Contractor receives payment under the Agreement, reimbursement for which is later disallowed by the County, the Contractor shall promptly refund the disallowed amount to the County on request, or at the County's option, the County may credit the amount disallowed from the next payment due or to become due to the Contractor under any contract with the County.

To the extent this Agreement pertains to Solutions 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 twelve (12) month period, Contractor will cause such subcontract to contain a clause to the effect that, until the expiration of four (4) 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) Subcontracting or Assignment of Agreement or Agreement Funds

The parties are independent contractors. No provision of this Agreement will or shall be deemed to create an association, trust, partnership, joint venture or other entity or similar legal relationship between Dell and Customer, or impose a trust, partnership or fiduciary duty, obligation, or liability on or with respect to such entities. Neither party will have any rights, power, or authority to act or create an obligation, express or implied, on behalf of another party except as specified in this Agreement. 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 not unreasonably withheld at the sole discretion of the Chief Procurement Officer. In no case, however, shall such approval relieve the Contractor from its obligations or change the terms of the Contract. The Contractor shall not transfer or assign any Contract funds or any interest therein due or to become due without the advance written approval of the Chief Procurement Officer. The unauthorized subcontracting or assignment of the Contract, in whole or in part, or the unauthorized transfer or assignment of any Contract funds, either in whole or in part, or any interest therein, which shall be due or are to

become due the Contractor shall have no effect on the County and are null and void.

Prior to the commencement of the Agreement, 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 Agreement. The Chief Procurement Officer shall have the right to disapprove any subcontractor. Identification of subcontractors to the Chief Procurement Officer shall be in addition to any communications with County offices other than the Chief Procurement Officer. All subcontractors shall be subject to the terms of this Agreement.

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

The County reserves the right to prohibit any person from entering any County facility for any reason. All contractors and subcontractors of the Contractor shall be accountable to the 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 shall be effective on November 1, 2013 and shall remain in effect until October 31, 2016 subject to proper execution by the County. "Proper execution" is defined as the date the Cook County Board of Commissioners approves it (provided that the Agreement has already been executed by Contractor). This Agreement includes two 2-year renewal options.

b) Timeliness of Performance and Excused Performance

i) Contractor must provide the Solutions within the term and within the time limits required under this Agreement, pursuant to the applicable Solutions Schedule attached hereto as Exhibit 1

(ii) Neither party shall be liable to the other for any failure to perform any of its obligations (except payment obligations for Products provided or Services completed prior to the Excused Event) under this Agreement during any period in which such performance is delayed by circumstances beyond its reasonable control, such as fire, flood, failure of the Internet, war, embargo, strike, riot, or governmental intervention (an "**Excused Event**"). .In the event of an Excused Event, the delayed party must promptly provide the other party notice of same.

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 Consultant by reason of delays or hindrances in the performance of the Services, whether or not caused by the County.

c) Agreement Extension Option

Upon mutual written agreement, the parties may at any time before this Agreement expires elect to extend this Agreement for up to two additional two-year periods under the same terms and conditions as this original Agreement. After notification by the Chief Procurement Officer, this Agreement must be modified to reflect the time extension in accordance with the provisions of Article 10 (c) Modifications and Amendments.

ARTICLE 5) COMPENSATION

a) Basis of Payment

Pricing is set forth herein and according to the Solutions Schedule, Exhibit 1, Appendix A: Dell Contract Price List for the completion of any Solutions or for any applicable SOW.

b) Method of Payment

All invoices submitted by the Contractor shall be in accordance with the pricing provisions according to the Solutions Schedule attached as Exhibit 1 and set forth in a Quote and corresponding Purchase Order.. The invoices shall contain a detailed description of the Solutions 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 charge the County for any late fees or other penalties.

c) Quotes and Orders

Customer must identify Dell's quotation (if any), the Dell Contract Code assigned to the Agreement (if any), and the Solutions ordered, the requested shipment dates, and shipping and invoice addresses on all orders. All orders are subject to acceptance by Dell. Orders for Third-

Party Products are subject to availability. Customer shall place all orders in the country where the Products and Software are to be shipped and where Services are to be performed, and payment of the corresponding price and costs shall be made in the currency identified by Dell in its invoice. Each accepted order will be interpreted as a single acceptance, independent of any other orders. Neither Dell nor Customer is bound by any terms on orders or transactional documents that are not signed by both parties. Payment to Dell in respect of Products, Software licenses and Services, as applicable, shall be made to the account indicated by Dell (as may be amended from time to time). Dell cannot ship Products and Software or perform Services outside of the country in which the applicable order is accepted. This Agreement will apply to any on-line quote from a web-site personalized by Dell for use by Customer, if available, and any quote received by Customer directly from Customer's Dell sales representative. Customer may change or cancel an order up until the time Contractor begins manufacturing the Products or as set forth in the applicable Dell quote or as expressly agreed by both parties.

d) Ordering On-line

If Customer orders on-line, Dell will issue to Customer user names and passwords the ("Purchase Codes"). By accepting and using the Purchase Codes, Customer acknowledges the validity of an electronic order, which shall be deemed to be a writing for all purposes hereunder, and agrees to be responsible for full payment of any Products or Services ordered using Customer's Purchase Codes. Customer is responsible for keeping the Purchase Codes confidential and controlling their use.

e) Invoices and Payment

Invoices are due and payable net forty-five (45) days from the date of the invoice, subject to continuing credit approval by Dell. Payment of charges shall be made in the currency identified in Dell's quote. Dell may invoice parts of an order separately or combine separate orders into one invoice.

f) Prices

The prices set forth in Dell Contract Price List set forth in Exhibit 1 Solutions Schedule shall remain firm for the term of the Agreement and any extensions referred to herein, Notwithstanding the forgoing, the County may negotiate a reduction off the Contract Price List with agreement by the Contractor.

The Quotes and Orders described in Article 5 (c) will remain in effect only until the expiration date of the quote (or thirty days if there is no expiration date), Dell's withdrawal of the quote or Dell's acceptance of Customer's order, whichever occurs first. Such prices are subject to shortages in materials or resources, increases in the cost of manufacturing, or other factors.

g) Changed or Discontinued Products, Software, or Services

A change in a Product, Software or Service may occur after a Customer places an order but before Dell ships the Product or Software, or performs the Service. As a result, Products, Software, and Services that Customer receives may display minor differences from the Products, Software, and Services Customer ordered, but they will meet or exceed all material specifications of such Products, Software or Services ordered.

h) Multi-year Licenses

If Customer purchases a multi-year Software license and related support and/or maintenance, and Dell and the Customer (and, if applicable, the third-party licensor) agree to annualize the Customer's purchase over the term of the license, then Customer shall make all annual payments in full and such purchase is non-cancellable over the term of the license.

i) Funding

Payments under this Agreement shall not exceed Fourteen Million Dollars and Zero Cents ($14,000,000) without a written amendment in accordance with Article 10 (c) Modifications and Amendments.

j) 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.

k) 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 Solutions 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.

l) Price Reduction

[Intentionally Omitted]

j) 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 Agreement, 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. Where Exhibit 1 requires that Contractor issue any payments to the County, including payments related to credits under Section 1.6.4 of Exhibit 1, Contract shall tender such payment to the County within forty-five (45) calendar days after the County reasonably determines such credits are owed.

k) Shipping Charges; Title and Risk of Loss

Taxes, if applicable, and shipping and handling charges are not included in Product prices unless expressly indicated by Dell at the time of sale. Title to Products passes from Dell to Customer upon shipment to Customer (except title to any Software included with the Products remains with the applicable licensors). Loss or damage that occurs during shipping by a carrier selected by Dell is Dell's responsibility. Loss or damage that occurs during shipping by a carrier selected by Customer is Customer's responsibility. Shipping and delivery dates are provided as estimates only. Customer must notify Dell within twenty-one (21) days of the date of its invoice or acknowledgement if Customer believes any part of its order is missing, wrong, or damaged.

ARTICLE 6) DISPUTES

Any dispute arising under the Agreement 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 Agreement provision(s) to the Chief Procurement Officer. Upon request of the Chief Procurement Officer, the party complained against shall respond to the complaint in writing within five days of such request. The Chief Procurement Officer will reduce her decision to writing and mail or otherwise furnish a copy thereof to the 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 Agreement during any dispute resolution proceeding unless otherwise agreed to by the County in writing.

ARTICLE 7) COMPLIANCE WITH ALL LAWS

Each party shall observe and comply with the laws, ordinances, regulations and codes of

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

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

Customer further acknowledges that the Solutions provided under this Agreement, which may include technology, authentication and encryption, are subject to the customs and export control laws and regulations of the United States ("U.S."); may be rendered or performed either in the U.S., in countries outside the U.S., or outside of the borders of the country in which Customer or its systems are located; and may also be subject to the customs and export laws and regulations of the country in which the Solution is rendered or received. Each party agrees to abide by those laws and regulations applicable to such party in the course of performance of its obligations under this Agreement. Customer also may be subject to import or re-export restrictions in the event Customer transfers the Products, Software or Deliverables from the country of delivery and Customer is responsible for complying with applicable restrictions. If any software provided by Customer and used as part of the Solution contains encryption, then Customer agrees to provide Dell with all of the information needed for Dell to obtain export licenses from the U.S. Government or any other applicable national government and to provide Dell with such additional assistance as may be necessary to obtain such licenses. Notwithstanding the foregoing, Customer is solely responsible for obtaining any necessary permissions relating to software that it exports. Dell also may require export certifications from Customer for Customer-provided software. Dell's acceptance of any order for a Solution is contingent upon the issuance of any applicable export license required by the U.S. Government or any other applicable national government. Dell is not liable for delays or failure to deliver Solutions resulting from Customer's failure to obtain such license or to provide such certification.

Dell is not responsible for determining whether any Third-Party Product to be used in the Solution, satisfies the local regulatory requirements of the country to which such Solution is to be delivered or performed, and Dell shall not be obligated to provide any Solution where the resulting Solution is prohibited by law or does not satisfy the local regulatory requirements.

ARTICLE 8) SPECIAL CONDITIONS

a) Limited Warranties; Representations; Limitation of Liability

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 Subcontractor for any purpose in the performance of its Services under this Agreement;

iv) warrants that Contractor is not in default at the time this Agreement is signed, and has 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 , to the best of its actual knowledge and belief, is not in violation of the provisions of the Illinois Criminal Code, 720 ILCS 5/33E as amended.

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.

b). Limited Warranty

i. THE LIMITED WARRANTIES FOR DELL-BRANDED PRODUCTS CAN BE FOUND AT www.Dell.com/Warranty OR IN THE DOCUMENTATION DELL PROVIDES WITH SUCH PRODUCTS. SUCH DOCUMENTS ARE AVAILABLE IN HARD COPY FROM DELL UPON REQUEST. THE SERVICES WILL BE PROVIDED IN A GOOD AND WORKMANLIKE MANNER. EXCEPT AS EXPRESSLY STATED IN THE SCHEDULES OR IN THE APPLICABLE SOLUTION DOCUMENTATION, DELL (INCLUDING ITS AFFILIATES, CONTRACTORS, AND AGENTS, AND EACH OF THEIR RESPECTIVE EMPLOYEES, DIRECTORS, AND OFFICERS), ON BEHALF OF ITSELF AND ITS SUPPLIERS AND LICENSORS (COLLECTIVELY, THE **"DELL PARTIES"**) MAKES NO EXPRESS OR IMPLIED WARRANTY WITH RESPECT TO ANY OF THE PRODUCTS, SOFTWARE, DELIVERABLES OR SERVICES, INCLUDING BUT NOT LIMITED TO ANY WARRANTY (a) OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, PERFORMANCE, SUITABILITY, OR NON-INFRINGEMENT; (b) RELATING TO THIRD-PARTY PRODUCTS; OR (c) RELATING TO THE RESULTS OR PERFORMANCE OF THE SOLUTION,

INCLUDING THAT THE SOLUTION WILL BE PROVIDED WITHOUT INTERRUPTION OR ERROR.

ii. WARRANTIES DO NOT COVER DAMAGE DUE TO EXTERNAL CAUSES, SUCH AS ACCIDENT, ABUSE, PROBLEMS WITH ELECTRICAL POWER, SERVICE NOT PERFORMED OR AUTHORIZED BY DELL (INCLUDING INSTALLATION OR DE-INSTALLATION), USAGE NOT IN ACCORDANCE WITH THE DOCUMENTATION, NORMAL WEAR AND TEAR, OR USE OF PARTS AND COMPONENTS NOT SUPPLIED OR INTENDED FOR USE WITH THE SOLUTION. WARRANTIES DO NOT APPLY TO THIRD-PARTY PRODUCTS. ANY WARRANTY ON A THIRD-PARTY PRODUCT IS PROVIDED BY THE PUBLISHER, PROVIDER, OR ORIGINAL MANUFACTURER.

iii. NOTHING IN THIS SECTION SHALL EXCLUDE OR LIMIT DELL'S WARRANTY OR LIABILITY FOR LOSSES THAT MAY NOT BE LAWFULLY EXCLUDED OR LIMITED BY APPLICABLE LAW. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR CONDITIONS OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR LOSS OR DAMAGE CAUSED BY NEGLIGENCE, BREACH OF CONTRACT, BREACH OF IMPLIED TERMS, OR INCIDENTAL OR CONSEQUENTIAL DAMAGES. SOME JURISDICTIONS DO NOT ALWAYS ENFORCE CLASS ACTION OR JURY WAIVERS, AND MAY LIMIT FORUM SELECTION CLAUSES AND STATUTE OF LIMITATIONS PROVISIONS, AS SUCH, ONLY THE LIMITATIONS THAT ARE LAWFULLY APPLIED TO CUSTOMER IN CUSTOMER'S JURISDICTION WILL APPLY TO CUSTOMER, AND DELL'S LIABILITY WILL BE LIMITED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

iv. **High-Risk Disclaimer.** Dell shall not be liable to the Customer for use of the Solution in hazardous or high-risk environments requiring fail-safe performance, in which the failure or malfunction of the Solution could lead directly to death, personal injury, or severe physical or property damage. Such use is at Customer's own risk, even if Dell knows of such use, and Dell expressly disclaims any express or implied warranty of fitness for such high-risk activities.

c) Support Services.

a. **Customer Responsibilities.** When Services consist of repair of Dell-branded systems, such Services shall be those repair services that are necessary to fix a defect in materials or workmanship of such systems or any standard system component covered by this Schedule. Preventive maintenance is not included. Repairs necessitated by software problems, or as a result of alteration, adjustment, or repair by anyone other than Dell (or its representatives) are not included under this Schedule. Unless otherwise expressly provided in a SOW, Services do not include repair of any system or system component that has been damaged as a result of (1) accident, misuse, or abuse of the system or component (such as use of incorrect line voltages or fuses, use of incompatible devices or accessories, improper or insufficient ventilation, or failure to follow operating instructions) by anyone other than Dell (or its

representatives); (2) the moving of the system from one geographic location or entity to another; or (3) an act of nature such as lightning, flooding, tornado, earthquake, or hurricane.

b. **Customer Authorization for Provision of Services.** Some warranties or service contracts for Third-Party Products may become void if Dell or anyone other than an authorized service provider provides services for or works on such hardware or software (such as providing maintenance or repair services for the Third-Party Products). DELL DOES NOT TAKE RESPONSIBILITY FOR ANY EFFECT THAT THE DELL SERVICES MAY HAVE ON THOSE WARRANTIES OR SERVICE CONTRACTS.

   Customer authorizes Dell to use or otherwise access any and all Customer-provided Third-Party Products as necessary or as requested by Customer in Dell's performance of the Services, including copying, storing, and reinstalling backup systems or data.

c. **Customer to Back up Data**. Unless otherwise stated in an Statement of Work, it is Customer's responsibility to back up its data on Customer systems and to carry out any equipment and technology upgrades, refreshes and replacements on its systems.

d) Limitation of Liability

i. EXCEPT FOR AN UNAUTHORIZED DISCLOSURE OF CONFIDENTIAL INFORMATION AND INFRINGEMENT/MISAPPROPRIATION OF INTELLECTUAL PROPERTY, NEITHER PARTY WILL BE LIABLE FOR ANY INCIDENTAL, INDIRECT, PUNITIVE, SPECIAL, OR CONSEQUENTIAL DAMAGES ,OR FOR ANY (a) LOSS OF REVENUE, INCOME, PROFIT, SAVINGS OR BUSINESS OPPORTUNITY; (b) LOST OR CORRUPTED DATA OR SOFTWARE, LOSS OF USE OF A SYSTEM OR NETWORK, OR THE RECOVERY OF SUCH; (c) BUSINESS INTERRUPTION OR DOWNTIME; (d) LOSS OF GOODWILL OR REPUTATION; (e) PRODUCTS, SOFTWARE OR DELIVERABLES NOT BEING AVAILABLE FOR USE; OR (f) THE PROCUREMENT OF SUBSTITUTE SOLUTIONS; ARISING OUT OF OR IN CONNECTION WITH THE SOLUTIONS PROVIDED HEREUNDER.

ii. EXCEPT FOR CLAIMS FOR PERSONAL BODILY INJURY, INCLUDING DEATH, THE UNAUTHORIZED DISCLOSURE OF CONFIDENTIAL INFORMATION, INFRINGEMENT/MISAPPROPRIATION OF INTELLECTUAL PROPERTY, VIOLATIONS OF WARRANTY PROVISIONS HEREIN, AND THE COUNTY'S BREACH OF ITS PAYMENT OBLIGATIONS (CONSISTENT WITH COUNTY'S FUNDING OBLIGATIONS SET FORTH IN ARTICLE 5, SUBSECTION i), NEITHER PARTY'S TOTAL LIABILITY FOR ANY AND ALL CLAIMS ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT (INCLUDING ANY SERVICE, PRODUCT OR SOFTWARE PROVIDED HEREUNDER) IN ANY CONTRACT YEAR SHALL EXCEED THE GREATER OF ONE MILLION ($1,000,000.00) DOLLARS, OR ONE AND ONE-HALF (1.5X) TIMES THE TOTAL AMOUNT PAID BY THE COUNTY DURING THE PRIOR CONTRACT YEAR OF

THIS AGREEMENT FOR THE SPECIFIC SERVICE, PRODUCT OR SOFTWARE GIVING RISE TO SUCH CLAIM(S).

iii. THESE LIMITATIONS, EXCLUSIONS, AND DISCLAIMERS SHALL APPLY TO ALL CLAIMS FOR DAMAGES, WHETHER BASED IN CONTRACT, WARRANTY, STRICT LIABILITY, NEGLIGENCE, TORT, OR OTHERWISE, TO THE EXTENT PERMITTED BY APPLICABLE LAW. INSOFAR AS APPLICABLE LAW PROHIBITS ANY LIMITATION ON LIABILITY HEREIN, THE PARTIES AGREE THAT SUCH LIMITATION WILL BE AUTOMATICALLY MODIFIED, BUT ONLY TO THE EXTENT SO AS TO MAKE THE LIMITATION COMPLIANT WITH APPLICABLE LAW. THE PARTIES AGREE THAT THESE LIMITATIONS OF LIABILITY ARE AGREED ALLOCATIONS OF RISK CONSTITUTING IN PART THE CONSIDERATION FOR DELL PROVIDING PRODUCTS, SOFTWARE, OR SERVICES TO CUSTOMER, AND SUCH LIMITATIONS WILL APPLY NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY AND EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LIABILITIES OR FAILURES.

d) 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.

e) 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.

f) 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.

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

iii) 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 Consulting Parties assist the County in determining the advisability or feasibility of a project or in recommending, researching, preparing, drafting or issuing a request for proposals or bid specifications for a project, the Consulting Parties must not participate, directly or indirectly, as a prime, subcontractor or joint venturer in that project or in the preparation of a proposal or bid for that project during the term of this Agreement or afterwards. The Consulting Parties may, however, assist the County in reviewing the proposals or bids for the project if none of the Consulting Parties have a relationship with the persons or entities that submitted the proposals or bids for that project.

v) The 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.

h) 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:

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 failure to perform any of its material obligations, failure to re-perform, or inability to perform 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 or inability to perform the Services as a result of insolvency, filing for bankruptcy or assignment for the benefit of creditors;

(c) Failure to promptly re-perform within a mutually agreed period of time as stated Exhibit 1 Solutions Schedule or any applicable SOW that were rejected as non-conforming;

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

(e) Either party's failure to comply with any other material term of this Agreement, including the provisions concerning insurance and nondiscrimination.

(f) Any change in majority ownership or control of Contractor without the prior written approval of the Chief Procurement Officer, which approval the Chief Procurement Officer will not be unreasonably withheld.

(g) Contractor's default under any other agreement it may presently have or may enter into with the County during the life of this Agreement as determined by a court of law as defined in the Governing Law section of this Agreement. Consultant acknowledges and agrees that in the

event of a default under this Agreement the County may also declare a default under any such other Agreements.

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 will give Contractor an opportunity to cure the default within a certain period of time, which period of time must not exceed 30 days, unless extended by the Chief Procurement Officer. The Chief Procurement Officer will give Contractor written notice of the default in the form of a cure notice ("**Cure Notice**") or, if Contractor fails to cure a default, a default notice ("**Default Notice**"). Whether to issue a Default Notice, if the Contractor fails to cure, is in the sole discretion of the Chief Procurement Officer. If the Chief Procurement Officer gives a Default Notice, she 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.

County shall be in default hereunder if any material breach of the Contract by County occurs which is not cured by the County within (90) days (except that the time period to cure a breach of the County's payment obligations shall be thirty (30) days) after written notice has been given by Contractor to the County, setting forth the nature of such breach.

After giving a Default Notice, the County may invoke any or all of the following remedies:

i) 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;

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

iii) The right to money damages;

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

v) The right to consider Consultant 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.

c) Termination for Convenience

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

After the notice is received, Contractor must restrict its activities, and those of its Subcontractors, to winding down any reports, analyses, or other activities previously begun. If additional time is required to wind down any activities begun prior to the effective date of termination, then the Contractor shall notify the County in writing before the effective date of termination. The County in its reasonable discretion will extend the effective date of termination to allow for the work to be completed and paid for. No costs incurred after the effective date of the termination are allowed. Payment for any Services performed and accepted before the effective date of the termination is on the same basis as set forth in Article 5, but if any compensation is described or provided for on the basis of a period longer than 10 days, then the compensation must be prorated accordingly. No amount of compensation, however, is permitted for anticipated profits on unperformed Services. The County and Contractor must attempt to agree on the amount of compensation to be paid to Contractor, but if not agreed on, the dispute must be settled in accordance with Article 6 of this Agreement. The payment so made to Contractor is in full settlement for all Services performed in accordance with the terms of this Agreement.

Upon termination of this Agreement, all rights and obligations of the parties under this Agreement will automatically terminate except for rights of action accruing prior to termination, payment obligations, and any obligations that expressly or by implication are intended to survive termination. Termination of the Agreement will terminate all Schedules.

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

If the County's election to terminate this Agreement for default 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

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 of this Agreement

e.) Prepaid Fees

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

ARTICLE 10) GENERAL CONDITIONS

a) Entire Agreement

i) General

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

ii) No Collateral Agreements

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 Agreement make modifications and amendments to the Agreement but only as provided in this section. Such modifications and amendments shall only be made by mutual agreement in writing. Modifications and amendments which individually or cumulatively result in additional cost of $150,000.00 or greater or which extend the term of the Agreement by a year (365) days or more shall not be deemed as authorized without the approval of the Cook County Board of Commissioners. Modifications and amendments which increase cost by less than $150,000.00 or which do not extend the term of the Agreement by more than 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 Agreement, provided that any such changes shall not increase the Agreement price or the time required for Agreement 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 Agreement.

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 Agreement.

ARTICLE 11) NOTICES

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

If to the County:

COOK COUNTY BUREAU OF TECHNOLOGY
69 West Washington, Suite 2700
Chicago, Illinois 60602
Attn: 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:

DELL MARKETING, L.P.
One Dell Way RR07-08
Round Rock, Texas 78682
Attention: Contract Manager

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)

[✓] 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: Wynndalco Enterprises, LLC

Address: 400 N Michigan Ave Suite 500, Chicago IL 60611

E-mail: d.andalcio@wynndalco.com

Contact Person: David Andalcio Phone: 312-256-9090

Dollar Amount Participation: $ To be determined.

Percent Amount of Participetion: Participation levels are expected to meet or exceed those described in RFP Section 4.2.12 %

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

MBE/WBE Firm: Level-1 Global Solutions, LLC

Address: 22 W. Washington St. Suite 1500 Chicago IL 60602

E-mail: aobanion@level-1.com

Contact Person: Angela O'Banion Phone: 312-202-3363

Dollar Amount Participation: $ To be determined

Percent Amount of Participation: Participation levels are expected to meet or exceed those desc %

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

MBE/WBE UTILIZATION PLAN
Section 1

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

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

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

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

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

II. [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: Fusion Technology Solution Group

Address: 233 S. Wacker Drive, 84th Floor Chicago, IL 60606

E-mail: eli@fusiontsg.com

Contact Person: Eliseo Reynosa Phone: 312-262-6200

Dollar Amount Participation: $ To be determined.

Percent Amount of Participation: Participation levels are expected to meet or exceed those described in RFP Section 4.2.12 %

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

MBE/WBE Firm: Solai & Cameron

Address: 2335 N Southport Ave Chicago IL 60614

E-mail: msolai@solcam.com

Contact Person: Mallar R Solai Phone: 773-506-2720

Dollar Amount Participation: $ To be determined

Percent Amount of Participation: Participation levels are expected to meet or exceed those desc %

*Letter of Intent attached? Yes X No ____
*Letter of Certification attached? Yes X 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: Fusion Technology Solutions Group Certifying Agency: ~~MBEPA~~ City of Chicago EL

Address: 233 S. Wacker Drive, 84th Fl Certification Expiration Date: 9/1/2014

City/State: Chicago Zip: IL, 60606 FEIN #: 27-1859181

Phone: 312-262-6200 Fax: 312-477-3980 Contact Person: Elisea Reynoso

Email: eli@fusiontsg.com Contract #: ~~10508~~ 1328-12468 EL

Participation: [✓] Direct [ ] Indirect

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

[✓] No [ ] Yes – Please attach explanation. Proposed Subcontractor: _____

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

Standard On-Site Hardware Installation, Break-Fix out of Warranty Peripherals and Equipment, Maintenance and Support, Special Projects, Training

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

Final Price estimate for services described above will meet or exceed MBE standards outlined in the RFP. 15% or Greater. EL
Payment Terms will be based on the MSA Terms and agreed upon by Dell and Fusion.

(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*)	Signature (*Prime Bidder/Proposer*)
Print Name: Elisea Reynoso	Print Name: DIANE WIGINGTON
Firm Name: Fusion Technology Solutions Group	Firm Name: Dell Marketing LP
Date	Date: 09/25/2013
Subscribed and sworn before me this 20 day of August, 2013.	Subscribed and sworn before me this 25 day of Sept, 2013
Notary Public: James Robinson	Notary Public:
OFFICIAL SEAL JAMES ROBINSON Notary Public - State of Illinois My Commission Expires Oct 3, 2016	DAVID A WIGINGTON My Commission Expires May 22, 2016

Revised 07/06/2012

10-01-13P04:02 RCVD

Cook County Government
M/WBE Certification
Reciprocal Affidavit

Firm Name Fusion Technology Solutions Group LLC Contract # ~~105081~~ 1328-12468

Address 233 S. Wacker Drive, 84th Fl. City Chicago

County Cook State IL Zip 60606

Phone 312-262-6200 Email eli@fusiontsg.com

I Eliseo Reynoso (Print Name), CEO (Print Title)

of Fusion Technology Solutions Group, LLC (Name of Firm) do hereby affirm:

1. Fusion Technology Solutions Group, LLC (Name of Firm) is a Minority and/or Women Business Enterprise currently certified by the City of Chicago, WBDC/WBENC or CMSDC as:

   [ ] Black [✓] Hispanic [ ] Asian [ ] Woman

2. With respect to Fusion Technology Solutions Group, LLC (Name of Firm), the personal net worth of the qualifying (51%) individual(s) does not exceed $2 million, excluding the individual's ownership interest in the M/WBE firm and the equity of the owner's primary residence, and otherwise meets the requirements of Chapter 34, Article IV of the Cook County Procurement Code. (As per Section 34-263 of the Cook County Procurement Code, an individual's personal net worth includes only his or her own Share of assets held jointly or as community/marital property with the individual's spouse.)

3. The average annual gross receipts of Fusion Technology Solutions Group, LLC (Name of Firm) as derived from tax filings over the five most recent years, does not exceed the Small Business Size Standards published by the U.S. Small Business Administration found in Title 13, Code of Federal Regulations, Part 121.

Upon penalty of perjury, I Eliseo Reynoso (Print Name) affirm that, to the best of my knowledge and belief, the information herein is true and accurate.

Signature [signature] Title CEO Date 8/20/2013

Subscribed and sworn to before me this 20 day of August (Month), 2013 (Year)

James Robinson (Notary's Signature)

Notary's Seal

My Commission Expires Oct. 3, 2016

OFFICIAL SEAL
JAMES ROBINSON
Notary Public - State of Illinois
My Commission Expires Oct 3, 2016

Revised 2/21/2013

10-01-13P04:0

DEPARTMENT OF PROCUREMENT SERVICES

CITY OF CHICAGO

SEP 0 6 2013

Eliseo Reynoso
Fusion Technology Solutions Group, LLC.
233 S. Wacker Drive, 84th Floor
Chicago, IL 60606

Dear Mr. Reynoso:

We are pleased to inform you that **Fusion Technology Solutions Group, LLC.** has been recertified as a **Minority Business Enterprise ("MBE")** the City of Chicago ("City"). This **MBE** certification is valid until **04/30/2016**; however your firm's certification must be revalidated annually. In the past the City has provided you with an annual letter confirming your certification; such letters will no longer be issued. As a consequence, we require you to be even more diligent in filing your **annual No-Change Affidavit 60 days** before your annual anniversary date.

It is now your responsibility to check the City's certification directory and verify your certification status. As a condition of continued certification during the five year period stated above, you must file an annual No-Change Affidavit. Your firm's **annual No-Change Affidavit** is due by **04/30/2014 and 04/30/015.** Please remember, you have an affirmative duty to file your **No-Change Affidavit 60 days** prior to the date of expiration. Failure to file your annual No-Change Affidavit may result in the suspension or rescission of your certification.

Your firm's five year certification will expire on **04/30/2016**. You have an affirmative duty to file for recertification **60 days** prior to the date of the five year anniversary date. Therefore, you must file for recertification by **02/30/2016.**

It is important to note that you also have an ongoing affirmative duty to notify the City of any changes in ownership or control of your firm, or any other fact affecting your firm's eligibility for certification **within 10 days** of such change. These changes may include but are not limited to a change of address, change of business structure, change in ownership or ownership structure, change of business operations, gross receipts and or personal net worth that exceed the program threshold. Failure to provide the City with timely notice of such changes may result in the suspension or rescission of your certification. In addition, you may be liable for civil penalties under Chapter 1-22, "False Claims", of the Municipal Code of Chicago.

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

- File your annual No-Change Affidavit within the required time period;

Cook County Government
Letter of Intent

M/WBE Firm: Level-1 Global Solutions, LLC

Certifying Agency: City of Chicago

Address: 22 W. Washington St. Suite 1500

Certification Expiration Date: May 15, 2018

City/State: Chicago, IL Zip: 60602

FEIN #: 30-0007064

Phone: 312-302-3300 Fax: 312-202-3310

Contact Person: Angela O'Banion

Email: aobanion@level-1.com

Contract #: ~~312-202-3363~~ 1328-12468

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:

Technical / Maintenance Support, Desktop Support, Storage, Setup and Delivery
Technology Professional Services, Network Infrastructure, Unified Communications

Indicate the **Dollar Amount**, or ~~60%~~ 6% of **Total MBE Percentage**, and the **Terms of Payment** for the above-described Commodities/ Services:

Payment to be based on Hourly pricing, Rates to be determined - Terms of payment are to be Net 30 upon invoice. 20% of the services revenue (6%)

(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*): Angela F. O'Banion

Signature (*Prime Bidder/Proposer*): D. Wigington

Angela F. O'Banion
Print Name

DIANE WIGINGTON
Print Name

Level-1 Global Solutions, LLC
Firm Name

Dell Marketing LP
Firm Name

8/23/2013
Date

09/25/2013
Date

"OFFICIAL SEAL"
Dana O'Banion
Notary Public, State of Illinois
My Commission Expires 8/23/2016

Subscribed and sworn before me

this 23rd day of August, 2013.

Notary Public

Subscribed and sworn before me

this 25 day of Sept 2013

Notary Public

DAVID A WIGINGTON
My Commission Expires
May 22, 2016
STATE OF TEXAS

10-01-13P04:02 RCVD

Revised 07/[illegible]/2012

Cook County Government
M/WBE Certification
Reciprocal Affidavit

Firm Name Level-1 Global Solutions, LLC Contract # ~~105081~~ 1328-12468

Address 22 W. Washington Suite 1500 City Chicago

County Cook State IL Zip 60602

Phone 312-202-3300 Email aobanion@level-1.com

I Angela F. O'Banion (*Print Name*), Chief Operating Officer (*Print Title*)

of Level-1 Global Solutions, LLC (*Name of Firm*) do hereby affirm:

1. Level-1 Global Solutions, LLC (*Name of Firm*) is a Minority and/or Women Business Enterprise currently certified by the City of Chicago, WBDC/WBENC or CMSDC as:

   [X] Black [ ] Hispanic [ ] Asian [ ] Woman

2. With respect to Level-1 Global Solutions, LLC (*Name of Firm*), the personal net worth of the qualifying (51%) individual(s) does not exceed $2 million, excluding the individual's ownership interest in the M/WBE firm and the equity of the owner's primary residence, and otherwise meets the requirements of Chapter 34, Article IV of the Cook County Procurement Code. (As per Section 34-263 of the Cook County Procurement Code, an individual's personal net worth includes only his or her own Share of assets held jointly or as community/marital property with the individual's spouse.)

3. The average annual gross receipts of Level-1 Global Solutions, LLC (*Name of Firm*), as derived from tax filings over the five most recent years, does not exceed the Small Business Size Standards published by the U.S. Small Business Administration found in Title 13, Code of Federal Regulations, Part 121.

Upon penalty of perjury, I Angela F. O'Banion (*Print Name*) affirm that, to the best of my knowledge and belief, the information herein is true and accurate.

10-01-13P04:02 RCVD

Signature Angela F. O'Banion *Title* C O O *Date* 8/23/2013

Subscribed and sworn to before me this 23rd day of August (Month) 2013 (Year)

(Notary's Signature)

Notary's Seal

"OFFICIAL SEAL"
Dana O'Banion
Notary Public, State of Illinois
My Commission Expires 8/23/2016

My Commission Expires 8/23/16

Revised 2/21/2013

DEPARTMENT OF PROCUREMENT SERVICES
CITY OF CHICAGO

MAY 2 0 2013

Thomas D. McElroy
Level – (1) Global Solutions, LLC
22 W. Washington, Suite 1500
Chicago, Illinois 60602

Annual Certificate Expires: May 15, 2014

Dear Mr. McElroy:

We are pleased to inform you that Level – (1) Global Solutions, LLC has been re-certified as a Minority Business Enterprise (MBE) by the City of Chicago. This MBE certification is valid until May 15, 2018; however your firms' certification must be re-validated annually.

As a condition of continued certification during this five year period, you must file an annual No-Change Affidavit. Your firm's **No Change Affidavit is due by May 15, 2014.** Please remember, you have an affirmative duty to file your No-Change Affidavit 60 days prior to the date of expiration. Therefore, you must file your **No-Change Affidavit by March 15, 2014.**

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

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

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

OFFICE OF CONTRACT COMPLIANCE
JACQUELINE GOMEZ
DIRECTOR
118 N. Clark, County Building, Room 1020 • Chicago, Illinois 60602 • (312) 603-5502

TONI PRECKWINKLE
PRESIDENT
Cook County Board of Commissioners

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2nd District

JERRY BUTLER
3rd District

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12th District

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13th District

GREGG GOSLIN
14th District

TIMOTHY O. SCHNEIDER
15th District

JEFFREY R. TOBOLSKI
16th District

ELIZABETH ANN DOODY GORMAN
17th District

September 3, 2013

Mr. Thomas McElroy
President
Level-1 Global Solutions, LLC
22 West Washington Street Ste. 1500
Chicago, IL 60602

Re: **Cook County MBE Certification Extension**

Dear Mr. McElroy:

Please be advised that your status as a certified Minority Business Enterprise (**MBE**) has been extended until **November 29, 2013.**

This extension is provided to ensure a thorough review of your company's documentation and to allow your company time to submit additional information and documents if requested.

This **Certification Extension** does not guarantee continued eligibility in Cook County's **MBE/WBE/VBE** Program.

In responding to procurement opportunities as evidence of your current **MBE** certification with Cook County, you may include this Extension Letter and most recent Certification Letter with your submission.

If you have any questions, please feel free to contact Eli Washington at 312-603-7645.

Sincerely,

Jacqueline Gomez
Contract Compliance Director

JG/ew

THE BOARD OF COMMISSIONERS
TONI PRECKWINKLE
PRESIDENT

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		ELIZABETH ANN DOODY GORMAN	17th Dist.

COOK COUNTY
OFFICE OF CONTRACT COMPLIANCE

LAVERNE HALL
DIRECTOR

118 North Clark Street, Room 1020
Chicago, Illinois 60602-1304
TEL (312) 603-5502
FAX (312) 603-4547

January 17, 2012

Mr. Thomas McElroy, Principal
Level (1) Global Solutions, LLC
10 North Dearborn – Suite 700
Chicago, IL 60602

Dear Mr. McElroy:

Congratulations. We are pleased to inform you that Level (1) Global Solutions, LLC will maintain its certification as an MBE (6) by Cook County Government. This MBE (6) Certification must be revalidated annually.

Please use the enclosed Certificate of Certification as validation of your Cook County M/BE status and area of specialty.

As a condition of continued Certification during this three (3) year period, you must file a "No-Change Affidavit" **within sixty (60) business days prior** to the date of annual expiration. A processing fee of $50.00, payable to Cook County Department of Revenue is required with the No-Change Affidavit. Failure to file this Affidavit shall result in the termination of your Certification. You must notify Cook County Government's Office of Contract Compliance within ten (10) days of any change in ownership or control or any other matters or facts affecting your firm's eligibility for Certification.

Your firm's participation on Cook County contracts will be credited toward **MBE (6)** goals in your area(s) of specialty. While your participation on Cook County contracts is not limited to your area of specialty, credit toward **MBE (6)** goals will only be recognized for work done in the specialty category.

Thank you for your continued interest in Cook County Government's Minority and Women Business Enterprise Programs.

Sincerely,

LaVerne Hall

LaVerne Hall
Director

LH/ehw

Printed on Recycled Paper

Cook County Government

Office of Contract Compliance

certifies that the criteria for certification as a

Minority Business Enterprise

has been met by

Level (1) Global Solutions, LLC

Technology: Software & Hardware Consulting; Implementation and Maintenance

Issued Date: January 17, 2012

No Change Affidavit Due: January 17, 2013

NIGP Code(s): 91829

Ethnicity Code: 6

LaVerne Hall
Contract Compliance Director

Cook County Government
Letter of Intent

M/WBE Firm: Wynndalco Enterprises, LLC

Certifying Agency: City of Chicago / Cook County

Address: 400 N Michigan Ave Suite 500

Certification Expiration Date: 12/31/13 / 12/20/13

City/State: Chicago Zip: 60611

FEIN #: 26-4337593

Phone: (312) 256-9090 Fax: (312) 256-9091

Contact Person: David Andalcio

Email: d.andalcio@wynndalco.com

Contract #: ~~(312) 304-4010~~ 1328-12468

MB

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:

Hardware Deployment: Physical installation: hardware staging, asset tagging, loading of profiles, some imaging, setup network drives, drivers. General Installation: Physical installation of peripherals such as projectors and large monitors. Training: Training related to the installation of new hardware or software.

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

5% or more
based on the terms of current MSA between Dell and Wynndalco

(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*)	Signature (*Prime Bidder/Proposer*)
David Andalcio	DIANE WIGINGTON
Print Name	Print Name
Wynndalco Enterprises, LLC	Dell Marketing LP
Firm Name	Firm Name
8/26/13	09/25/2013
Date	Date
Subscribed and sworn before me	Subscribed and sworn before me
this 26 day of Aug., 20 13	this 25 day of SEPTEMBER, 2013.
Notary Public	Notary Public

OFFICIAL SEAL
DANA PETRECCA
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES:06/29/16

SEAL

DAVID A WIGINGTON
My Commission Expires
May 22, 2016

0-01-13P04:02 RCVD

Cook County Government
M/WBE Certification
Reciprocal Affidavit

MB

Firm Name Wynndalco Enterprises, LLC Contract # 1328-12468

Address 400 N Michigan Ave Suite 500 City Chicago

County Cook State IL Zip 60611

Phone (312) 256-9090 Email d.andalcio@wynndalco.com

I David Andalcio, CEO
(Print Name) (Print Title)

of Wynndalco Enterprises, LLC do hereby affirm:
(Name of Firm)

1. Wynndalco Enterprises, LLC is a Minority and/or Women Business Enterprise
(Name of Firm)
currently certified by the City of Chicago, WBDC/WBENC or CMSDC as:

[ ] Black [X] Hispanic [ ] Asian [ ] Woman

2. With respect to Wynndalco Enterprises, LLC, the personal net worth of the qualifying
(Name of Firm)
(51%) individual(s) does not exceed $2 million, excluding the individual's ownership interest in the M/WBE firm and the equity of the owner's primary residence, and otherwise meets the requirements of Chapter 34, Article IV of the Cook County Procurement Code. (As per Section 34-263 of the Cook County Procurement Code, an individual's personal net worth includes only his or her own Share of assets held jointly or as community/marital property with the individual's spouse.)

3. The average annual gross receipts of Wynndalco Enteroprises, LLC,
(Name of Firm)
as derived from tax filings over the five most recent years, does not exceed the Small Business Size Standards published by the U.S. Small Business Administration found in Title 13, Code of Federal Regulations, Part 121.

10-01-13P04:02 RCVD

Upon penalty of perjury, I David Andalcio affirm that, to the best of my
(Print Name)

knowledge and belief, the information herein is true and accurate.

Signature [signature] *Date* 8/26/13

Subscribed and sworn to before me this 26 day of Aug / 2013
(Month) (Year)

[signature]
(Notary's Signature)

Notary's Seal

My Commission Expires 6/29/16

Revised 2/21/2013

OFFICIAL SEAL
DANA PETRECCA
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES:06/29/16

DEPARTMENT OF PROCUREMENT SERVICES

CITY OF CHICAGO

JAN 25 2013

David Andalcio
Wynndalco Enterprises LLC
55 W. Wacker Dr. 9th Floor
Chicago, IL 60601

Annual Certificate Expires: December 31, 2013

Dear David Andalcio:

Congratulations on your continued eligibility for certification as a **Minority Business Enterprise (MBE)** by the City of Chicago. This certification is valid until **December 31, 2016.**

As you know, your firm must also be re-validated annually. Please remember, you have an affirmative duty to file your No-Change Affidavit **60 days prior to the date of expiration**. As such, your firm's next No Change Affidavit is due by **October 31, 2013**

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

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

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

Further, if you or your firm is found to be involved in certification, bidding and/or contractual fraud or abuse, the City will pursue decertification and debarment.

DEPARTMENT OF PROCUREMENT SERVICES

CITY OF CHICAGO

JAN 25 2013

David Andalcio
Wynndalco Enterprises LLC
55 W. Wacker Dr. 9th Floor
Chicago, IL 60601

Annual Certificate Expires: December 31, 2013

Dear David Andalcio:

Congratulations on your continued eligibility for certification as a **Minority Business Enterprise (MBE)** by the City of Chicago. This certification is valid until **December 31, 2016**.

As you know, your firm must also be re-validated annually. Please remember, you have an affirmative duty to file your No-Change Affidavit **60 days prior to the date of expiration**. As such, your firm's next No Change Affidavit is due by **October 31, 2013**

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

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

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

Further, if you or your firm is found to be involved in certification, bidding and/or contractual fraud or abuse, the City will pursue decertification and debarment.

And in addition to any other penalty imposed by law, any person who knowingly obtains, or knowingly assists another in obtaining, a contract with the city by falsely representing that the individual or entity or the individual or entity assisted, is a minority-owned business or a woman-owned business, is guilty of a misdemeanor, punishable by incarceration in the county jail for a period not to exceed six months or a fine of not less than $5,000.00 and not more than $10,000, or both.

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

NAICS 237130	**Construction management, power and communication transmission line**
NAICS 541330	**Consulting engineers' offices**
NAICS 541690	**Other Scientific and Technical Consulting Services**
NAICS 611420	**Computer Training**

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

Thank you for your continued participation in the Minority Business Enterprise (MBE) and Women-Owned Business Enterprise (WBE) Program.

Sincerely,

Jamie L. Rhee
Chief Procurement Officer

JR/jd

Cook County Government
Letter of Intent

M/WBE Firm: Solai & Cameron

Certifying Agency: The city of Chicago, CMDBC

Address: 2335 N Southport Ave

Certification Expiration Date: April 1st 2014

City/State: Chicago, IL Zip: 60614

FEIN #: 363990452

Phone: 773-506-2720 Fax: 773-506-2717

Contact Person: Mallar R Solai

Email: msolai@solcam.com

Contract #: ~~105081~~ 1328-12468 M.S.

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:

Hardware, Software, staff augmentation, networking, training, cabling, maintenace and labor

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

~~70% of the contract value~~. Net 30 days

M.S 30% of the Services Contract Value

(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.

10-01-13P04:03 RCVD

Signature (*M/WBE*)	Signature (*Prime Bidder/Proposer*)
Mallar R Solai	D Wigington
Print Name	Print Name
Mallar R Solai	DIANE WIGINGTON
Firm Name	Firm Name
Solai & Cameron, Inc.	Dell Marketing LP
Date 8/20/13	Date 09/25/2013
Subscribed and sworn before me	Subscribed and sworn before me
this 20 day of AUGUST, 20 13.	this 25 day of SEPTEMBER, 20 13.
Notary Public	Notary Public

CHARLES CAMERON
OFFICIAL SEAL
Notary Public, State of Illinois
My Commission Expires
December 27, 2013

DAVID A WIGINGTON
My Commission Expires
May 22, 2016

Cook County Government
M/WBE Certification
Reciprocal Affidavit

Firm Name Solai & Cameron Inc Contract # 1328-12468 M.S.

Address 2335 N Southport Ave City Chicago

County Cook State IL Zip 60614

Phone 773-506-2720 Email msolai@solcam.com

I MALLAR R SOLAI (Print Name), PRESIDENT (Print Title)

of SOLAI & CAMERON INC (Name of Firm) do hereby affirm:

1. SOLAI & CAMERON INC (Name of Firm) is a Minority and/or Women Business Enterprise currently certified by the City of Chicago, WBDC/WBENC or CMSDC as:

   [ ] Black [ ] Hispanic [X] Asian [ ] Woman

2. With respect to SOLAI & CAMERON INC (Name of Firm), the personal net worth of the qualifying (51%) individual(s) does not exceed $2 million, excluding the individual's ownership interest in the M/WBE firm and the equity of the owner's primary residence, and otherwise meets the requirements of Chapter 34, Article IV of the Cook County Procurement Code. (As per Section 34-263 of the Cook County Procurement Code, an individual's personal net worth includes only his or her own Share of assets held jointly or as community/marital property with the individual's spouse.)

3. The average annual gross receipts of SOLAI & CAMERON INC (Name of Firm), as derived from tax filings over the five most recent years, does not exceed the Small Business Size Standards published by the U.S. Small Business Administration found in Title 13, Code of Federal Regulations, Part 121.

Upon penalty of perjury, I MALLAR R SOLAI (Print Name) affirm that, to the best of my knowledge and belief, the information herein is true and accurate.

Signature Mallar R Solai *Title* PRESIDENT *Date* 8/20/2013

Subscribed and sworn to before me this 20 day of AUGUST (Month), 2013 (Year)

(Notary's Signature)

Notary's Seal

My Commission Expires 12/27/13

CHARLES CAMERON
OFFICIAL SEAL
Notary Public, State of Illinois
My Commission Expires
December 27, 2013

Revised 2/21/2013

10-01-13P04:04 RCVD

DEPARTMENT OF PROCUREMENT SERVICES

CITY OF CHICAGO

APR 0 9 2013

Mallar Solai
President
Solai and Cameron, Inc.
2335 N. Southport
Chicago, IL 60614

Annual Certificate Expires: April 1, 2014

Dear Ms. Solai:

Congratulations on your continued eligibility for certification as a **Minority Owned Business Enterprise (MBE)** and **Women Owned Business Enterprise (WBE)** by the City of Chicago. This certification is valid until **April 1, 2018.**

As you know, your firm must also be re-validated annually. Please remember, you have an affirmative duty to file your No-Change Affidavit **60 days prior to the date of expiration**. As such, your firm's next No Change Affidavit is due by **February 1, 2014.**

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

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

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

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

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

NAICS Code	Description
541511	Computer Software Support Services
541512	Computer Hardware Consulting Services
541512	Computer Software Consulting Services
238210	Computer and Network Cable Installation

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

Thank you for your continued participation in the Minority Owned Business Enterprise (MBE) and Women Owned Business Enterprise (WBE) Program.

Sincerely,

Jamie L. Rhee
Chief Procurement Officer

JLR/akm

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

A. BIDDER/PROPOSER HEREBY REQUESTS:

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

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

_____ % of Reduction for MBE Participation
_____ % of Reduction for WBE Participation

B. REASON FOR FULL/REDUCTION WAIVER REQUEST

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

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

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

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

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

C. GOOD FAITH EFFORTS TO OBTAIN MBE/WBE PARTICIPATION

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

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

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

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

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

D. OTHER RELEVANT INFORMATION

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

CERTIFICATIONS (SECTION 4)

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

A. PERSONS AND ENTITIES SUBJECT TO DISQUALIFICATION

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

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

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

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

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

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

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

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

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

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

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

B. BID-RIGGING OR BID ROTATING

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

C. DRUG FREE WORKPLACE ACT

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

D. **DELINQUENCY IN PAYMENT OF TAXES**

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

E. **HUMAN RIGHTS ORDINANCE**

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

F. **ILLINOIS HUMAN RIGHTS ACT**

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

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

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

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

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

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

1) Not-For Profit Organizations (defined as a corporation having tax exempt status under Section 501(C)(3) of the United State Internal Revenue Code and recognized under the Illinois State not-for -profit law);

2) Community Development Block Grants;

3) Cook County Works Department;

4) Sheriff's Work Alternative Program; and

5) Department of Correction inmates.

REQUIRED DISCLOSURES (SECTION 5)

1. DISCLOSURE OF LOBBYIST CONTACTS

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

Name Address

N/A

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

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

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

Yes:_____ No: 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.

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. ***- to the best of my knowledge and belief*** _____

5. EXCEPTIONS TO CERTIFICATIONS OR DISCLOSURES.

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

_____

_____

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

COOK COUNTY DISCLOSURE OF OWNERSHIP INTEREST STATEMENT

The Cook County Code of Ordinances (§2-610 *et seq.*) requires that any Applicant for any County Action must disclose information concerning ownership interests in the Applicant. This Disclosure of Ownership Interest Statement must be completed with all information current as of the date this Statement is signed. Furthermore, this Statement must be kept current, by filing an amended Statement, until such time as the County Board or County Agency shall take action on the application. The information contained in this Statement will be maintained in a database and made available for public viewing.

If you are asked to list names, but there are no applicable names to list, you must state NONE. An incomplete Statement will be returned and any action regarding this contract will be delayed. A failure to fully comply with the ordinance may result in the action taken by the County Board or County Agency being voided.

"*Applicant*" means any Entity or person making an application to the County for any County Action.

"*County Action*" means any action by a County Agency, a County Department, or the County Board regarding an ordinance or ordinance amendment, a County Board approval, or other County agency approval, with respect to contracts, leases, or sale or purchase of real estate.

"*Entity*" or "*Legal Entity*" means a sole proprietorship, corporation, partnership, association, business trust, estate, two or more persons having a joint or common interest, trustee of a land trust, other commercial or legal entity or any beneficiary or beneficiaries thereof.

This Disclosure of Ownership Interest Statement must be submitted by :

1. An Applicant for County Action and

2. An individual or Legal Entity that holds stock or a beneficial interest in the Applicant and is listed on the Applicant's Statement (a "Holder") must file a Statement and complete #1 only under **Ownership Interest Declaration.**

Please print or type responses clearly and legibly. Add additional pages if needed, being careful to identify each portion of the form to which each additional page refers.

This Statement is being made by the [X] Applicant or [ ] Stock/Beneficial Interest Holder

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

Identifying Information:

Name **Dell Marketing, L.P.** D/B/A: _____ EIN NO.: **74-2616805**

Street Address: **One Dell Way**

City: **Round Rock** State: **TX** Zip Code: **73072**

Phone No.: **512-728-0187**

Form of Legal Entity:

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

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

[X] Other (describe) **Limited Partnership**

Ownership Interest Declaration:

1. List the name(s), address, and percent ownership of each individual and each Entity having a legal or beneficial interest (including ownership) of more than five percent (5%) in the Applicant/Holder.

Name	Address	Percentage Interest in Applicant/Holder
Michael Dell	One Dell Way, Round Rock, TX 78682	10+%

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

Name of Agent/Nominee	Name of Principal	Principal's Address
Not applicable		

3. Is the Applicant constructively controlled by another person or Legal Entity? [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
Dell, Inc.	One Dell Way, Round Rock, TX 78682	see below	parent company

Dell Marketing L.P. is a Texas limited partnership. Dell Marketing GP L.L.C., a Deleware limited liability company, is the sole general partner (1%). Dell Marketing LP L.L.C., a Delaware limited liability company, is the sole limited partner (99%). All of these entities are wholly-owned subsidiaries of Dell Inc., a Delaware 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. **-to the best of my knowledge and belief**

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

Bertram L. Allen Jr.
Name of Authorized Applicant/Holder Representative (please print or type)

Account Executive
Title

Signature

Oct. 11, 2013
Date

Bertram_allen@dell.com
E-mail address

314-477-1557
Phone Number

Subscribed to and sworn before me
this 11th day of Oct. 2013.

My commission expires:

x Alma Rosa
Notary Public Signature

OFFICIAL SEAL
ALMA ROSA
Notary Seal
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES:07/13/15

COOK COUNTY BOARD OF ETHICS
69 W. WASHINGTON STREET, SUITE 3040
CHICAGO, ILLINOIS 60602
312/603-4304
312/603-9988 FAX 312/603-1011 TT/TDD

FAMILIAL RELATIONSHIP DISCLOSURE PROVISION:

Section 2-582 of the Cook County Ethics Ordinance requires any person or persons doing business with Cook County, upon execution of a contract with Cook County, to disclose to the Cook County Board of Ethics the existence of familial relationships they may have with all persons holding elective office in the State of Illinois, the County of Cook, or in any municipality within the County of Cook.

The disclosure required by this section shall be filed by January 1 of each calendar year or within thirty (30) days of the execution of any contract or lease. Any person filing a late disclosure statement after January 31 shall be assessed a late filing fee of $100.00 per day that the disclosure is late. Any person found guilty of violating any provision of this section or knowingly filing a false, misleading, or incomplete disclosure to the Cook County Board of Ethics shall be prohibited, for a period of three (3) years, from engaging, directly or indirectly, in any business with Cook County. *Note*: Please see Chapter 2 Administration, Article VII Ethics, Section 2-582 of the Cook County Code to view the full provisions of this section.

If you have questions concerning this disclosure requirement, please call the Cook County Board of Ethics at (312) 603-4304. *Note*: A current list of contractors doing business with Cook County is available via the Cook County Board of Ethics' website at: **http://www.cookcountygov.com/taxonomy/ethics/Listings/cc_ethics_VendorList_.pdf**

DEFINITIONS:

"*Calendar year*" means January 1 to December 31 of each year.

"*Doing business*" for this Ordinance provision means any one or any combination of leases, contracts, or purchases to or with Cook County or any Cook County agency in excess of $25,000 in any calendar year.

"*Familial relationship*" means a person who is related to an official or employee as spouse or any of the following, whether by blood, marriage or adoption:

- Parent
- 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: Bertram Allen for Dell Marketing, L.P Title: Account Executive

Business Entity Name: Dell Marketing, L.P. Phone: 314-477-1557

Business Entity Address: One Dell Way Round Rock, Tx 78682

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

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

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

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

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

Owner/Employee's Signature

October 10, 2013
Date

Subscribe and sworn before me this 11 Day of October, 2013

a Notary Public in and for _____ County

Alma Rosa
(Signature)

NOTARY PUBLIC SEAL

OFFICIAL SEAL
ALMA ROSA
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES:07/13/15

My Commission expires 7/13/15

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

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

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

BUSINESS NAME: Dell Marketing L.P.

BUSINESS ADDRESS: One Dell Way

Round Rock, TX 78682

BUSINESS TELEPHONE: 800-338-4400 FAX NUMBER: 512-283-9092

CONTACT PERSON: Bertram Allen FEIN/SSN: 74-2616805

*COOK COUNTY BUSINESS REGISTRATION NUMBER:

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

*BY: Scott Loras

Date: October 11, 2013

ASHLEY NICOLE LANDAVAZO
My Commission Expires
January 23, 2017

Subscribed to and sworn before me this

10th day of October, 2013

Jan 23, 2013

My commission expires:

x Ashley Nicole Landavazo

Notary Public Signature

Notary Seal

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

CERTIFICATE OF SIGNATURE AUTHORITY

This is to certify that the below named individuals of Dell Marketing, L.P. are authorized to execute agreements, proposal documents, certificates and representations on behalf of and in the name of Dell Marketing, L.P. or any other Dell entity in accordance with Dell's Customer Engagement Management (CEM) Signature Policy for Contracts, Proposals & Services Statement of Work (SOW). This certification shall become effective upon execution and continue until rescinded in whole or in part. If the employment status, title or roles and responsibilities of any of the below named individuals changes then their authority will be revised according to their then current employment status, title or roles and responsibilities. This certification may be rescinded in whole or in part, at any time without prior notice. Interested parties may request an updated certificate by written request to the following address:

Dell Marketing, L.P.
Customer Engagement Management
Contracts, Proposals & Services SOW
Certificate of Authority Request
One Dell Way, Mailstop 8708
Round Rock, Texas 78682

John Lavorato, Director - CEM
Terry Kahler, VP Global Relationship Business Operations
James M. Coffin, VP & GM - Healthcare & Life Sciences
Mark Horan, VP & GM - Select Public Accounts
John Mullen, VP & GM - ESL Major Public Accounts
Joe Ayers, AVP - Federal
Max Peterson, AVP - Federal
Barbara Tomaschy, VP - Finance
Stephen Charette, Director - Finance
Libby Essinger, Sr. Manager - Contracts
Glen McGuire, Sr. Manager - Proposals
Jane McKenzie, Sr. Manager - Contracts
Rich Walsh, Sr. Manager - Contracts - Services SOW
Kim James, Compliance - CEM
Josh Bashara, Manager - Proposals
Pamala Aschenbrenner, Contract Manager - Services SOW
Lorri Bailey, Contract Manager
Dennis Brand, Proposal Manager
Lesley Braun, Contract Manager
John Billings, Proposal Manager
Kevin Bromley, Contracts Manager
Eric Bufkin, Proposal Manager
Solange Calo, Proposal Manager
Aimee Cantrell, Proposal Manager
Daniela Chambless, Proposal Manager
Michelle Chaney, Proposal Manager
Len Collett, Contract Manager
Scott Cruver, Proposal Manager
Dennis Daley, Sr. Contract Strategist
Mitchell Duncan, Proposal Manager
Geoff Easterling, Contract Manager - Services SOW
Greg Fletcher, Proposal Manager
Meghan Flisakowski, Proposal Manager
Rebecca Fontane, Proposal Advisor
Ani Fox, Proposal Manager
Jody Hahn, Proposal Manager
Jill Henderson, Contract Manager
Brian Johnson, Proposal Manager
Beth Jordan, Proposal Manager
Kate Kauffman, Contract Manager - Services SOW
Liz Killmer, Contract Manager
Terry Kilpatrick, Proposal Manager
Ashleigh Lane, Contract Manager
David Lane, Contract Manager - Services SOW
Scott Loras, Contract Manager
Melanie Mack, Proposal Manager
Christina McColly, Contract Manager
Lauren McCosham, Contract Manager
Staci McDonald, Proposal Manager
Felicia Middleton, Proposal Manager
Stephanie Miller, Contract Manager
Heather Mitchell, Proposal Manager
Clare Mooney, Proposal Manager
Susan Morgan, Contract Manager
Chris Murphy, Contract Manager - Services SOW
Kelly O'Shieles, Contract Manager
Stan Parish, Proposal Manager
Kate Parks, Contract Manager
Phyllis Pate, Contract Manager
Keon Robertson, Contract Manager - Services SOW
Tiffany Roper, Proposal Manager
Robert Saufferer, Contract Manager
Brian Sokoff, Proposal Manager
Susan Spalding, Contracts Advisor
Nicholas Stokes, Proposal Manager
Ted Thomas, Proposal Manager
Christian von Wupperfeld, Contract Manager
Teresa Walden, Contract Manager
Karen Welty, Proposal Manager
David White, Contract Manager
Rebecca Whittaker, Proposal Manager

Witness my hand on the following day:

Frank Muehleman
Vice President & General Manager, Public Business Group

3/11/2010
Date

EXHIBIT 1

Solutions Schedule

Exhibit 1

Solutions Schedule

(Dell)

Dell Marketing L.P., hereafter referred to as "Vendor," is an original equipment manufacturer or authorized re-seller with respect to the provision of equipment, and licensor or authorized software distributor with respect to the provision of software. Vendor shall provide an Online ordering system and the following Solutions:

1. Desktops, Workstations, Notebooks, Ruggedized Equipment, Tablets
2. Mobile Laptop Carts
3. Servers & Storage
4. Peripherals, supplies, and parts
5. Maintenance services related to warranties and support of the above mentioned items
6. Proactive monitoring of the Customer account; and
7. Value added services and solutions.

The County reserves the right to procure any and all Solutions from a source other than the Vendor.

For the purposes of this Scope of Work:

"Authorized Approver" means individual determined by Customer to have Authority to Approve or Decline changes to manufacturer's product or product family. Authorized Approver means the Customer 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, 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.

"Extended Warranty" is Dell support for the assets purchased under this agreement which extends the services offered by the standard hardware warranty.

"Enrollment" – A device is considered participating in Extended Warranty when service has been purchased for that specific system.

Enhanced Support – Dell field support for the assets as defined in "Maintenance and Support Pricing" previously submitted to and accepted by the County as of the Effective Date of this Agreement0 "Maintenance and Support Pricing", which enhances the services offered by the standard hardware warranty.

1.1 Online System

The Vendor will provide the Customer an online system customized for Customer 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 Products and related Services;
1.1.3 Provide pricing information including the discount percentage in this Agreement.
1.1.4 Obtain real-time reports for products and services, including but not limited to,
   a) The ability to obtain the number, types and locations/users that have ordered products,
   b) The ability to obtain and track warranty services and related pricing,
   c) The ability to report on Dell-branded software purchases and licensing.
1.1.5 Avoid making purchases of unauthorized products;
1.1.6 Prevent unauthorized users from placing orders via use of a password which Customer will be required to manage and control, not Contractor;
1.1.7 Alert key stakeholders in a commercially reasonable time period when unauthorized purchases have been attempted or set parameters have been violated;
1.1.8 Allow designated Customer personnel to be assigned as system administrators to monitor contract pricing and catalog pricing in this Solutions Schedule, Appendix A;
1.1.9 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;
1.1.10 Track performance indicators for the purpose of project oversight;
1.1.11 Conduct price and product side-by-side comparisons, including pricing for Customer;
1.1.12 Route purchases thru a multi-level workflow and approval;
1.1.13 Provide real time transparency into Customer's purchasing practices;
1.1.14 Allow designated Customer users to generate standard and ad-hoc reports and searches;
1.1.15 Leverage live chat for sales and support;
1.1.16 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 will make a commercially reasonable effort to have their catalog in production in e-procurement site within 60 days of notification by Customer or other mutually agreed time period.

1.1.17 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 any related and necessary system software currently not specified in the pricing proposal and not necessarily from the manufacturers listed in this proposal.

b) Vendor may add additional third party manufacturer products or product families throughout the life of the Agreement. To add a manufacturer product or product family, an Amendment to this Agreement is not necessary. Instead to do so, 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 Appendix A of this Solutions Schedule. 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 Solutions 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 Customer, the Customer is not liable to pay for any Computer Hardware/Software, Peripherals, and/or related services. Proper approval, as that term is used in this subsection (d) means the Customer's issuance of a purchase order.

1.1.18 INTENTIONALLY OMITTED

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. 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.

1.3 Multi-manufacturer hardware, including servers

Vendor must be able to provide the hardware specifications and configurations identified in, but not limited to, this Agreement. Vendor agrees that it shall, at no additional costs to Customer, maintain these minimum configurations, providing quarterly refreshes through its online catalog.

Vendor will provide OEM products including the following types of hardware:

1.3.1 Desktops & Workstations
1.3.2 Portable/ruggedized/laptops/notebooks/tablets

1.3.3 Assorted related accessories (keyboards, standalone monitors, mice, mobile laptop carts, etc.)

1.3.4 Servers & associated hardware/operating software
1.3.5 Storage units & associated hardware/operating software
1.3.6 Peripherals, supplies, and parts

The items listed above, are not-all inclusive of what the Customer may need in the future, and should include, as much as possible, associated additional hardware, operating system, and software (Customer's standard image) that may allow the operation of the product as a stand-alone unit, a networked unit in a local area network (LAN), a networked unit in a wide area network (WAN), wireless applications or any combination thereof.

1.3.7 Minimum Hardware Specifications

This section is applicable at the Customer's option.

The Vendor will preload notebook and desktops with a standard image. The Vendor is required to work with Customer to further optimize the Customer's hardware specifications and related refresh cycle with the ultimate objective of reducing cost to tax payers. Therefore, the Customer in coordination with Vendor may from time to time modify standard specifications as a result of optimization, product phase-out and/or Customer wishes to change.

At minimum, shipped hardware should include the following:

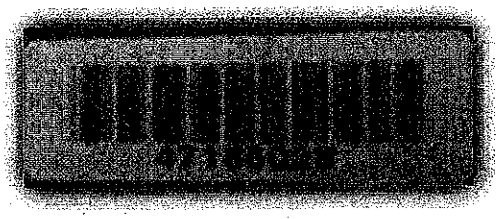
1.3.7.1 **Custom Factory Load (CFL)**: Unless requested by the Customer Vendor will not install the image for Servers. The pricing proposal should reflect pricing to load the Customer's standard image, including the operating system and productivity suite. The Customer will provide the master image to Vendor(s). The licenses of the standard image are the responsibility of the Customer, except for the OEM operating system. The standard image includes the user profile and network configuration, which the Customer understands may be loaded once the machine is deployed onsite. Imaging and deployment of the equipment to final destination are required under the scope of this agreement. CFL services shall install the required created base images on each device purchased. Vendor shall be required to allow the Customer to refresh the CFL image periodically at no additional cost. Vendor shall provide hardware and software required to create the base image, according to the Customer's specifications.

1.3.7.2 Asset Tags. Vendor must provide a recommended approach to asset tagging. The tag specifications for the Customer and the Board are different. The Vendor is required to provide pricing and approach to tag all assets from factory or at the CDC.

A. Vendor shall physically apply approved asset tags to each unit and embed asset tags on each unit in such a way that it can be retrieved electronically (such as in the BIOS) through scripting.

B. At the Customer's option, the Customer will supply the Vendor with asset tags; however the Vendor should also investigate and supply the Customer with alternatives.

C. The Customer uses a standard bar code similar to the one shown below:



D. The County may implement asset tagging requirements during the term of the contract.

1.3.7.3 Initial set of certified drivers for the Customer's standard products for the required Windows version. Vendor is also expected to provide updated drivers, electronically, for the identified hardware and OS platforms. All drivers and system utilities provided by Vendor must be the latest shipping version for the proposed system and all of its proposed components, including the system BIOS. Drivers should be available online unless size restrictions are identified, in which case, CD, DVD, or thumb drive options must be available;

1.3.7.4 The Customer aims at reducing its total acquisition cost. In support of this requirement, Vendor will provide, when available for applicable notebooks and desktops, pricing options for varying Windows operating systems, as available, to assist the Customer in determining any costs advantages/benefits associated with each;

1.3.7.5 Vendors shall maintain uniformity of all internal parts throughout each configuration within hardware refresh cycles. Any material variations must be identified in writing and approved in writing by Customer.

1.3.7.6 The Customer is currently standardized on Windows based hardware, however the participating Sister Agencies are open to other options as may be available from Vendor.

1.3.7.7 The County may implement asset tagging requirements at a future date, which the Vendor shall meet upon mutual agreement.

1.3.8 Energy Efficiency and Environmental Requirements

Vendors must identify which of their products are listed in the Energy Star product list and EPEAT Gold registry. Vendor must commit to optimizing its existing systems and pledge to offer energy-efficient PCs in its response to this RFP. This should include, but not be limited to, providing higher efficiency power and using lower voltage processor models.

1.3.9 Service Parts

As a base service, Vendor will supply parts next business day in 90% of hardware failure events.

Enhanced Support (1.6.3) is the vehicle by which the Customer can attain a higher level of service, including SLAs, than is supplied with the basic hardware warranty.

If requested, and at mutually agreed upon additional cost, the Vendor will work with Customer vendors on a parts locker solution to facilitate quicker resolution of problems.

1.3.10 Leasing [Intentionally Omitted]

1.3.11 Central Distribution Center

The Customer requires Vendor to provide, upon request, a solution that includes a local Central Distribution Center (**CDC**) located in or around the Chicagoland area; however, while the facility and associated capabilities are required to be available, the Customer may optionally use these services. The CDC may be used when applicable hardware orders require significant staging work. These large orders will be held at the CDC until the order is complete and prepared for delivery to the Site (the mutually agreed location for delivery set forth in an applicable Statement of Work or other appropriate document). The CDC can be shared among Customer. At the CDC, and when applicable, Vendor and its subcontractor are required to:

A. Validate and document the serial numbers for all orders.

B. Follow the pre-installation steps, including:
   i. Setting up standard accounts;
   ii. Installing the anti-virus client; and
   iii. For PCs, installing the Microsoft Systems Management Server client.
C. Install drivers and any software for all add-ons not included in the standard computer set-up image.
D. Consolidate the order as it arrives to the CDC, as required.
E. Contact the Site and schedule delivery and final installation.
F. For Dead on Arrival devices (DOA), a list of those serial numbers that are determined by Vendor to be DOA following at least one attempt at service, and the serial numbers of the replacement devices, if applicable, shall be provided electronically if a placeholder for those DOA devices has already been uploaded to the Board's asset database.

Vendor is required to provide their proposed installation and deployment services combining the above CDC method and onsite staging based on industry best practices and according to the order size (quantities).

1.4 Hardware

The initial specifications and configurations identified by Customer and mutually agreed with Vendor 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 peripherals and Consumable Supplies

The Vendor will provide Dell-branded and third party peripheral devices and consumable supplies. Peripherals encompass all devices that are component parts of, or may plug into a host computer, or mobile devices. Examples of peripherals commonly purchased by the Customer include, but are not limited to:

1.5.1 Desktop printers, network printers, Multi-Function Devices, plotters, platters and other print devices;

1.5.2 Monitors

1.5.3 Keyboards, mice, scanners, bar code readers, signature pads and other input devices;

1.5.4 Digital photo and video cameras;

1.5.5 Projectors;

1.5.6 Computer speakers, microphones, handsets;

1.5.7 Data storage products;

1.5.8 Cables and power supplies;

1.5.9 Carrying cases, protective cases and similar accessories;

It is anticipated that the County will purchase most printers, faxes, and scanners under a separate contract. However, there will be special-use situations where the County will require the purchase of these items. These items will not be included in the Customer's catalog, but must be quoted to authorized County staff only.

Consumable supplies includes toner, ink, drums and parts for the Customer's print devices.

1.6 Maintenance and Installation Services

In the event the Customer selects Enhanced Support (1.6.3), the Vendor shall provide maintenance and support services, as may be available, related to product warranties and support of all products purchased through this contract.

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 in a particular SOW. Installation services 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 department'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 Customer's request, Vendor will be required to use the appropriate Customer's electronic tracking/e-procurement systems. 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).

1.6.1.5 The Vendor(s) will be required to adhere to the mutually agreed installation processes for the County and sister agencies as set forth in a Statement of Work or other similar document.

1.6.1.6 Training services, which will be provided at rates not to exceed those listed in Appendix A 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 the County owns licenses.

1.6.2 Warranty

Vendor must meet the following minimum requirements:

1.6.2.1 Vendor's warranty obligations shall be subject to the warranty purchased along with the product, or subsequently, as part of an Extended Warranty. Descriptions of the full Extended Warranty are available online at **http://www.dell.com/learn/us/en/25/terms-of-sale-commercial-and-public-sector-service-contracts.**

1.6.2.2 Only Manufacturer Authorized Repair Representatives (defined herein as any person or entity to which the Contractor entrusts the performance of any portion of the repair services in accordance with this Agreement) of the product may provide Manufacturer's Warranty Services.

1.6.2.3 Vendor will provide services to support standard manufacturer warranty provisions as noted below, to support the level of warranty/support included in the system purchase. Note that Vendor product warranty begins on the date of shipment of product. Other manufacturer's warranty start-dates and terms may differ between manufacturers. Please see www.dell.com/warranty for more information on Vendor's warranty terms. The warranty periods shall extend 6 weeks past the point of shipment to cover the amount of time needed for deployment. Vendor Account Team will cover these on an as needed basis for warranty claims in this extension period.

1.6.2.4 Vendor shall at minimum provide the Manufacturer's standard warranty with their Quote for all products (hardware, included Vendor software and other peripherals);

1.6.2.5 Vendor shall be responsible for coordinating warranty issues;

1.6.2.6 The requesting department has the discretion of dealing directly with the Manufacturer on any Warranty-related service issue;

1.6.2.7 To ensure compliance with the requirements and specifications of this contract, the Customer may perform its own tests within twenty-one (21) 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 payment for each item installed or delivered.

1.6.2.8 If a single Product experiences a verifiable Product Hardware Failure of the same component four (4) or more times within a twelve (12) month period during the Product warranty period, Vendor shall contact Original Equipment Manufacturer ("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 the Customer;

1.6.2.9 All defective items under warranty must be repaired or replaced, as appropriate, at no additional cost to the Customer, unless otherwise specified by OEM warranty;

1.6.2.10 For warranty repairs, replacement parts typically ship next business day. A full system replacement will ship as soon as practical but there is no SLA for delivery as shipment is based on the configuration and parts availability at the time of request. Vendor Account Management will be actively involved in tracking these incidents.

1.6.3 Manufacturer's Enhanced Support

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

1.6.4 Maintenance and Installation Service Level Requirements

Vendor must define warranty target service levels adhering to the following minimum standards.

Quantitative Service Level Requirements

Vendor will provide quarterly reporting, as described in Section 1.8 of this Exhibit, 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, subject to County approval. On a quarterly basis, 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.

Order Entry to Ship Service Requirement

Dell will use commercially reasonable efforts to ship the Dell standard configuration systems identified herein within the timeframes specified below for the respective system categories within the continental U.S. 90% of the time, provided a valid purchase order is received by Dell prior to 2:00 P.M. Central time in the U.S. or 2:00 P.M. local time outside the continental U.S.

OptiPlex Desktops	10 Business Days
Latitude Notebooks	10 Business Days
Precision Workstations	12 Business Days
PowerEdge Servers and Storage	12 Business Days

The above order-to-ship time periods stated above will be impacted if any of the following occur: (1) Force Majeure event; (2) delays caused by Customer or its Affiliates; (3) industry shortages; (4) Customer breaches any of its obligations under the Agreement; (5) delays are caused by credit review and approval of a Lessor or Affiliate; or (6) delays are caused by the need to obtain an export license. One or two additional business days (depending on the scope of the services) will be added if Dell's Custom Factory Integration (CFI) services are requested.

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 subject to County's reasonable approval. 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
Tech support calls answered timely	Ninety percent (90%) of calls answered within sixty (60) seconds.
Asset disposal - Time from customer registration until first contact is made to schedule a pick up	Within 5 business days 90% of the time;
Asset disposal - Time from scheduling a pick up to the actual pick up date	Within ten (10) business days or less 90% of the time;
Assets disposal processed	Within thirty (30) days after pickup from a Customer location 90% of the time;
Delivery of the asset reports and certificate of disposal to the Customer	Within forty-five (45) days after pickup from a Customer location 90% of the time
Time from Product Shipment to Delivery to CDC	Within five (5) days 90% of the time.
Time from End User Product Delivery from CDC to Installation	Within two (2) days 95% of the time.
Percentage of Devices DOA at CDC	< 1% per quarter
Shipment Errors, i.e., incorrectly delivered or wrong product shipped	<3% per quarter
Contact installation location to inform product on the way and to schedule installation date from CDC	Within 3 business days of product ship 90% of the time
Final installation of product	Within 45 days of order received 90% of the time.
Asset Reporting	Accurate electronic asset feeds or updates with < 2.5% error rate

The following Service Requirements are expected but will not be measured. They will be discussed during Quarterly Business Reviews.

SERVICE REQUIREMENT	SERVICE LEVEL
Voicemail response time	Four (4) Business Hours from time Customer has recorded message
New location set up	One to three (1-3) business days from Vendor's receipt of Customer's request

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. 3rd party peripherals will be serviced via that manufacturer's warranty.

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 or agencies network security and all related policies.

1.6.4.4 The Vendor shall, as reasonably required by the County, 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.

1.6.5 Staffing Requirements for Services Projects

This section applies to SOWs issued under this Agreement.

1.6.5.1 Vendor shall only propose staff available at the time of mutually agreeing upon a SOW, at which time Vendor shall provide personnel that satisfy the personnel qualifications specified in the following section for each of the labor categories required under the specific SOW.

1.6.5.2 Specific areas of required expertise may be further defined in the SOW. Vendor shall certify that all candidates meet the required qualifications.

1.6.5.3 The SOW shall define specific requirements for the services required. The SOW shall clearly identify all applicable qualifications related to the product.

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

1.6.5.5 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.

1.6.5.6 Individuals proposed and accepted as personnel for SOWs shall remain dedicated throughout the term of the SOW, subject to the terms of this Agreement. 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.

1.6.6 Personnel Substitutions

This section applies to scope areas requiring installation, maintenance or support services or any other professional services under this Agreement.

1.6.6.1 All proposed substitutes of personnel must have qualifications at least equal to that of the person initially proposed and evaluated and accepted in a SOW under this Agreement; provided that if County subsequently accepts Vendor's substitution of less-qualified personnel, at the time of further personnel substitution, the County may require that personnel have qualifications at least equal to that of the person initially proposed and evaluated and accepted. The burden of illustrating this comparison shall be the Vendor's.

1.6.6.2 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.

1.6.6.3 If one or more of the personnel are unavailable for work under an SOW for a continuous period exceeding 15 calendar days, or upon such time that the Vendor has a reasonable basis to believe that such unavailability will occur, the Vendor shall immediately notify the Requesting department or department within one business day and propose to replace personnel with personnel of equal or better qualifications within 15 calendar days of the date on which such notification was required to the requesting department.

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

1.6.6.5 During the performance period for a SOW, 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.

1.6.6.6 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 Asset Recycling/Buyback Plan

These services will be used at the option of the Customer upon mutual agreement with Vendor. Prior to providing any such services to the Customer, the Vendor shall execute an amendment to this Agreement in accordance with all of the following, as amended: (1) Article 10(c) of this Agreement; (2) 45 CFR 164.504(e); and (3) 28 CFR 20 and Appendix H to the FBI's CJIS Security Policy. Such amendment shall further state the warranty as required under Section 1.7.6(c) of this Exhibit.

Vendor will provide:

1.7.1 Process to capture/document potential inventory;

1.7.2 Process to categorize buyback and recycle candidates;

1.7.3 Estimate and document buyback revenue;

1.7.4 Plan for data destruction, including security measures and procedures;

1.7.5 Minimum number of assets required before the Vendor can take recycling or buyback action;

1.7.6 Approval and signoff process including:

a) Certificate of Data Erasure

b) Certificate of Destruction, including disposal of environmentally hazardous equipment (i.e. batteries, monitors)

c) Warranty of Vendor. Vendor must warrant that the Equipment will: (1) not be disposed in landfills (2) be disposed of in an EPA compliant manner and (3) be disposed in compliance with all applicable laws, including Illinois' Electronic Products Recycling and Reuse Act, 415 ILCS 150/5 et seq.

1.7.7 Vendor must coordinate with the Customer regarding pickup of hardware/equipment that the Customer has slated for destruction. The Vendor shall identify instances in which such Equipment should be appropriately secured during transport, including instances in which hard drives and/or other Customer data-containing devices are unable to be data-wiped onsite as required by the Customer, where encryption cannot be confirmed and where degaussing is not performed onsite as further described below;

1.7.8 Upon request by the Customer, Vendor will degauss hard drives or Digital Linear Tapes (DLT), and if it is feasible, in the event that Vendor is unable to confirm encryption or perform an onsite data wipe and/or obtain systematic verification of the wipe; Vendor will supply pricing for on-site wiping of data.

1.7.9 Where Vendor and the Customer do not mutually agree, or where it is not feasible for Vendor to perform an onsite degaussing of hard drive(s), Vendor will spike (puncture) the hard drive(s) onsite prior to transportation to Vendor's facilities (DLT tapes cannot be spiked); Vendor will supply pricing for on-site wiping of data.

1.7.10 Vendor will transport drives via its normal transportation process to its facility for processing when the data is wiped or degaussed onsite or encryption is confirmed on the Customer's site.

However, in the event Vendor cannot confirm encryption and does not data wipe or degauss the hard drives or DLT tapes onsite, the Vendor should provide secure transportation;

1.7.11 For purposes of this RFP, "degaussing" refers to a process of erasing magnetic media by using a magnetic field to scramble data beyond a readable threshold. Vendor will transport the degausser machine to the Customer site. The hard drives or DLT tapes to be degaussed will be scanned by Vendor so as to capture the serial numbers. The drives or tapes will be loaded one at a time into the degausser machine. The degaussed drives will be processed and then dropped into a holding bay, such degaussed drives will be added to Vendor's inventory database, and the degaussed drives will be packaged for transportation to Vendor's facility where they will be shredded. Any data stored on Solid State Disk and flash storage devices must be effectively eliminated in accordance with the requirements for magnetic tape and platter-based hard drives.

1.7.12 Vendor must reference the USDoD 5220-22.m standard or higher of erasing onsite data for laptops or desktops. The Customer may request in its sole discretion either a one (1), three (3), or seven (7) pass data erasure service, which Vendor shall ensure adheres to the USDoD 5220-22.m standard or higher of wiping, which meets the United States Department of Defense standard for data removal available at http://www.usaid.gov/policy/ads/500/d522022m.pdf

The Customer and related government agencies reserve the right to modify these requirements to meet Customer's security concerns in alignment with budgetary constraints.

1.8 Proactive Monitoring of Cook County Account

For the term of this contract, the Vendor will assign the 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:

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

1.8.2 Technical support services;

1.8.3 Order processing;

1.8.4 Forecast coordination;

1.8.5 Project management;

1.8.6 Setting contract performance expectations and key performance indicators, in conjunction with Customer;

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

1.8.8 Maintaining productive relationships with the Customer's designated manufacturers;

1.8.9 Maintaining high product and service performance and continuous communication with the Customer.

1.8.10 The 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. The Service Level Requirements detailed in Section 1.6.4 will be used to track and manage Vendor's performance; however, the Customer and Vendor may supplement or adjust performance metrics upon mutual agreement.

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

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

1.8.13 Vendor shall provide a quarterly reports addressing the following minimum contract performance metrics:

A. Project based performance – satisfaction with the process of implementing special installation projects;

B. Reporting and Invoicing transparency 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. Invoice transparency includes, submission of invoices showing the % participation against the table in the M/WBE section of this contract;

C. Continuous price competitiveness – Vendor shall review the Customer's pricing on a quarterly basis to compare prices charged to the Customer with prices that Vendor offers through dell.com and through other channels. At the quarterly meetings described in Section 1.6.4, Vendor shall present its price-competitiveness findings. It shall then also propose cost-saving measures that have the potential of reducing the Customer's cost with a goal of up to four percent. At all times, the Customer retains the right to otherwise review Vendor's price competitiveness.

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

E. Quantitatively measurable results from Vendor's effort to help the 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;

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

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

H. Overall support of the account;

I. Quarterly and yearly total spending with the Vendor;

J. Vendor-Branded computer volumes purchased or leased from Vendor; Average price of all Vendor-Branded computers purchased and leased by the Customer;
K. Mean time between failure of purchased equipment;
L. 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 to the Customer;
M. Time metrics for delivery and installation of all hardware under the contract;
N. Performance issues, including SLA summaries and objectives; and
O. Volume and dates of all warranty service calls.

1.8.14 Vendor will provide or make available detailed asset reports, including but not limited to:
A. Purchased Products
B. Equipment and Software Installed;
C. Equipment that has been returned;

1.8.15 For each task order, Vendor will be required to provide electronic confirmation, including, but not limited to:
A. Make;
B. Model;
C. Serial Number;
D. Purchase Order Number relating to the order;
E. Vendor Order Number;
F. Ordering department;
G. Warranty dates; and
H. Shipping details (waybill information).
I. OPTIONAL - Device Ethernet MAC address, IMEI ID, GSM modem, Bluetooth or other present hardware unique identifiers – per pricing added to Pricing Table, other services.

1.8.16 Vendor shall review the Customer's pricing on a quarterly basis to compare prices charged to the Customer with prices that Vendor offers through dell.com and through other channels. At the quarterly meetings described herein, Vendor shall present its price-competitiveness findings. It shall then also propose cost-saving measures that have the potential of reducing the Customer's cost with a goal of up to four percent. At all times, the Customer retains the right to otherwise review Vendor's price competitiveness.

1.8.17 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 the Customer's user community;
D. Minimize the need for involvement by government authorities by voluntarily complying with the law.

1.8.18 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 comply with all applicable laws and 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.
    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. 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 the Customer.
C. 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.
D. Arrange to provide refunds, or replace or repair the defective Product.
E. Notify all impacted technology departments in writing within two (2) days of taking recall action. This notification shall state.
    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. A statement that the Products are subject to recall and provide details of the nature of any defect
    IV. Dates when the Product was available for sale;
    V. The number of Products affected;
    VI. Where the Product has been distributed and installed;
    VII. What action the Vendor recommends;
    VIII. What action the Customer should take; and
    IX. Detailed information about using or storing the Product during the interim.
F. Prepare and undertake a publicity campaign to ensure all users of the Product are aware of the recall.
G. Keep a record of returned Products, modified Products, replacement Products or parts sent to the Customer. Record user details, dates and any known injuries, damage or complaints associated with the use of the recalled Product.
H. 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.
I. Keep all technology departments informed of the progress of the recall.
J. Review the effectiveness of the recall procedures once the recall has finished.
K. Put in place any changes Vendor considers appropriate.

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

1.9 Value Added Services

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

1.9.1 Special employee discounts for products;

1.9.2 Ability to redeem manufacturer website-discounts thru the Vendor's ordering process (such as entering special discount codes into the Vendor's ordering portal); Vendor will work with end users in specific incidents where codes can be applied to Dell purchases.

1.9.3 Shipping products faster (via shorter delivery method), at minimal cost to Customer;

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

1.9.5 Other value added services or solutions.

The following value added services can be provided at no additional charge to the Customer for the duration of the contract.

- Value-added onsite resources:
  - In addition to the Customer's immediate dedicated account team, Dell would propose two onsite system engineers (one for end-user computing, one for server technology) available two days/week onsite at to assist with understanding Dell and industry technologies, these onsite systems engineers would be provided to the Customer at no additional cost.
  - Dedicated storage technology consultant to the Customer to assist with any storage (Intelligent Data Management) infrastructure related planning and technical designs at no additional cost.
- Dell Innovation Grants:
  - Dell will invest a maximum of $150,000/year for every $15 million spent (combined spend between all Customer agencies) in a form of Technology Innovation Grant for end-user computing innovation services. As additional increments of $15 million are spent, additional grant monies of $150,000 earned will be carried forward in subsequent years. Grant monies will expire two (2) years after the grant funds are earned and available to be spent. This grant will be in the form of Dell services and solution offerings toward IT innovation projects which are collaborated and approved by the Customer. The individual Customer entities reserve the right to decide internally how the Grant money will be divided.
  - We believe two areas of innovation that tie into the Customer's desired future state where these funds could be applied would be, but not limited to, the creation of a virtual desktop environment and/or a Share Services IT infrastructure model. Other areas to consider using this grant money could also include:
    - Dell|Clerity legacy modernization assessment services
    - Dell|Make Technology legacy mainframe modernization application analysis services
    - Dell|SecureWorks security consultant
    - Dell|vCloud offering
    - Dell|Global Infrastructure Consulting Services (GICS) Consulting Services covering the following:
      - Enterprise efficiency assessment
      - Virtualization assessment
      - Storage intelligent data management consulting
      - Dell|KACE system management solution
      - Dell|Wyse Technology virtual endpoint computing solution consulting

1.10 INTENTIONALLY OMITTED

1.11 Product Delivery

1.11.1 Delivery of Hardware, Installation and/or Training services and Manufacturer's Warranty Services, shall be initiated only upon issuance of an authorized purchase order.

1.11.2 For items delivered through the CDC, deliveries must be made between the hours of 7am through 4pm, Monday through Friday, excluding holidays.

1.11.3 Vendor's order-to-shipment timeframes shall be subject to the Service Level Requirements in Section 1.6.4.

1.11.4 For orders processed through the CDC, Vendor will ship entire POs in a single shipment unless approved by the Customer; Vendor shall provide delivery to any Customer site located within the Customer's geographic boundaries and/or applicable Sister or Local Government Agency.

1.11.5 At no time will invoiced standard shipping costs, for the applicable orders, exceed the previously quoted and agreed upon amount in Appendix A herein for such shipping costs.

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

1.11.7 If the Customer requests an expedited freight service, Vendor shall, prior to its shipment of Product, notify the Customer via a Quote and receive pre-approval of any additional costs to expedite shipment in a respective Customer purchase order.

1.11.8 If so reasonably requested by the 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 the Customer at no additional costs. Such customization shall include the ability to add a ship to contact and descriptor to the label.

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

1.11.10 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 Customer Security Officer or authorized Customer personnel before entering any Customer facility.

1.11.11 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.

1.11.12 The County 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 and County

1.12 Deliveries to Richard J Daley Center

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

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

1.12.2 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.

1.12.3 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.

1.12.4 The dock clearance to the Daley Center is 12′ High, 40′ Long.

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

1.12.6 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.**

1.13 Notice of Delay or Impossibility

1.13.1 The Vendor must notify the requesting Department within twenty-four (24) hours of receiving the blanket purchase order release from the Customer of any products it is aware that cannot meet SLA or agreed timeframes for any reason within the time periods required.

1.13.2 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 the 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 Customer.

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

1.14 Fill Rate Standards

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

1.14.1 Ninety-five percent (95%) of orders accepted by Vendor shall be shipped within 30 days;

1.14.2 Ninety-five percent (95%) of orders accepted by Vendor shall be shipped one hundred percent (100%) complete;

1.14.3 Ninety-nine percent (99%) of orders accepted by Vendor shall be shipped one hundred percent (100%) accurately;

1.14.4 Should any Customer order contain products which are backordered, Vendor shall follow their existing backordered process referenced in Appendix A and shall inform Customer immediately upon order confirmation.

1.15 Product Returns

Return of Products is subject to the policy at www.Dell.com/ReturnPolicy, a copy as of the date of execution is attached hereto as Appendix B, and a current copy is available in hard copy from Dell upon request. Before returning or exchanging a Product, Customer must contact Dell directly to obtain an authorization number to include with Customer's return. Customer must return Products to Dell in their original or equivalent packaging, and Customer is responsible for risk of loss, as well as shipping and handling fees. If Customer fails to follow the return or exchange instructions provided by Dell, Dell will not be responsible for any loss, damage, or modification of a Product, or processing of a Product for disposal or resale. Credit for partial returns may be less than invoice or individual component prices due to bundled or promotional pricing associated with Customer's original purchase. Parts used in repairing or servicing Products may be new, equivalent-to-new, or reconditioned.

1.16 Guaranteed Availability

Vendor agrees to hold Product for Customer for sixty (60) days in the CDC when that option is elected.

1.17 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 Appendix A. Vendor rate card details in the Pricing Proposal for the following service categories.

1.17.1 Trainer/Instructor
1.17.2 Project Manager
1.17.3 Subject Matter Expert
1.17.4 Network Administrator
1.17.5 Senior Network Engineer
1.17.6 Junior Network Engineer
1.17.7 Senior Network Technician
1.17.8 Junior Network Technician
1.17.9 Senior Integration Analyst
1.17.10 Junior Computer Systems Analysts
1.17.11 Junior Developer
1.17.12 Senior Developer

1.18 Travel Reimbursement

Routine travel is defined in the County's Travel Policy a copy current as of date of execution is attached hereto as Appendix C. 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 County'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.

1.19 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 the Customer. The successor product should be provided to the Customer at a price that does not exceed the price of the succeeded item.

1.20 Pricing and catalogs

1.20.1 Pricing specified in the Pricing Proposal are guaranteed for the term of the contract.

1.20.2 At the time Vendor(s) receives a purchase order release from the Customer, Vendor will apply the agreed upon pricing from Appendix A that will be based upon Manufacturer's discounts to the Customer.

1.20.3 The Vendor will be responsible for notifying the Chief Procurement Officer in advance of any price changes and/or issuance of revised lists prior to posting of new prices to the Customer's specific online catalog. The Office of the Chief Procurement Officer (OCPO) and Customer must approve any new prices submitted through the approval process and only after approval will new prices appear on the online system. DPS and Customer will periodically review true-up reports to ensure that the 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.

1.20.4 The Vendor will be required to provide a list of Customer approved products on the online system to all Customer users via Customer's authorized Premier Page on vendor site. 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.

1.20.5 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 procure any and all Solutions from a source other than the Vendor.

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

1.20.7 The Customer has the right to request pricing confirmation from the Vendor relative to pricing from the manufacturer via certification from an authorized representative of Vendor on an annual basis.

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

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

1.20.10 Any rush delivery that occurs as a result of the Vendor's 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.

1.20.11 Dell has provided the some of the special pricing in Appendix A for specific, fixed system configurations (note where indicated by "Standard"), which is lower than the pricing Customer would receive under discount structures normally applicable to volume purchasing agreements or similar purchasing vehicles. Dell has calculated this special price outside its "list less discount" structure. These are purchase prices and are not subject to any additional discounts for which Customer may otherwise be eligible.

1.20.12 Unless the Customer and Dell have agreed to a different discount, Dell's standard pricing policy for Dell-branded systems which included both hardware and services, allocates the discount off list price applicable to the hardware portion only.

1.20.13 As technology changes rapidly in our industry, with new products and revisions coming in to the marketplace on a regular basis, Dell's policy is necessarily one of product update and revision. Dell may revise and discontinue products (including components thereto) at any time without notice. In the event a product is discontinued, Dell will provide a product of the same or greater functionality, providing the product is available as part of Dell's standard product listing. Should the original product be discontinued before the replacement product has reached price parity with the original product, Dell reserves the right to re-negotiate prices for such products.

1.20.14 Dell reserves the right to adjust the price of products to reflect any increase in the cost to Dell which is due to any factor beyond the control of Dell (such as, without limitation, alteration of duties, significant increase in the costs of labor, materials or other costs of manufacture, any change in delivery dates, quantities or specifications for the Products which is requested by Customer, or any delay caused by any instructions of Customer or failure of Customer to give adequate information or instructions).

1.21 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. 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.

1.22 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, Customer will notify Vendor of same, and Vendor must comply with applicable grant conditions if it accepts such order. 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. The Customer will inform Vendor when an order is funded by federal grants.

APPENDIX A: Dell Contract Price List

Where the below price list includes services, those services are included in this Agreement only to the extent that those services are listed under Section 1.6 herein and its subsections, such as installation, training, maintenance and support services.

Dell Power Edge Servers	Fixed 45% DOL
Dell Power Edge Appliances	Minimum 5% DOL
Dell Power Edge Servers Software	Minimum 5% DOL
Dell PowerVault Storage	Fixed 45% DOL
Dell Equallogic Storage	Fixed 30% DOL
Dell Compellent Storage	Fixed 30% DOL
Dell Storage Appliances	Minimum 5% DOL
Dell Racks and Power	Minimum 5% DOL
Dell Server Accessories	Minimum 5% DOL
Dell DataProtection	Minimum 5% DOL
Dell Server Upgrade Components	Minimum 5% DOL
Dell Extended Warranty Support Options for years 4 and 5	Minimum 5% DOL
Dell Infrastructure Consulting Services	Minimum 5% DOL
Dell Project Based Custom Solution Services	Minimum 5% DOL
Dell Enterprise Deployment Services	Minimum 5% DOL
Dell Installation Services	Minimum 5% DOL
Dell Education and Training Services	Minimmm 5% DOL
Dell Printers	Minimum 5% DOL
Non-Dell Printer and Plotters	Minimum 5% DOL
Dell Precision - Standard	$1,139
Dell Precision - Non-Standard	Minimum 5% DOL
Dell Optiplex - Standard	$508
Dell Optiplex - Non-Standard	Minimum 5% DOL
Dell Tablet - Standard	$619
Dell Tablet - Non-Standard	Minimum 5% DOL
Dell Latitude - Standard	$705
Dell Latitude - Non-Standard	Minimum 5% DOL
Other Dell Laptop Compnters	Minimum 5% DOL
Dell Security Consulting Services	Minimum 5% DOL
Dell Email Management Solutions and services	Minimum 5% DOL
Dell|Quest Software	Minimum 5% DOL
Dell|Kace	Minimum 5% DOL
Dell|Enstratus	Minimum 5% DOL
Dell|Software Group	Minimum 5% DOL
Dell|Endpoint Protection	Minimum 5% DOL
Dell End User Computing Devices	Minimum 5% DOL
Printer Consumables	See Consumable pricing sheet
Peripheral Devices	Minimum 5% DOL
Asset Recovery Data Wiping - Tape 500 Minimum	$950
Asset Recovery Data Wiping - Tape 500+	$2/per
Lease Transportation with Onsite Datawipe	$53/per
Resale with Onsite Datawipe	$52/per
Data wipe less than 20 drives	$500
Data wipe 21-50 drives	$21.50/per
Data wipe 51-200 drives	$18.50/per
Data wipe 201+ drives	$15/per
Spare Parts	Minimum 5% DOL
Asset Tags	$5.00
Dell Projectors	Minimum 5% DOL
Dell Monitors	Minimum 5% DOL
Shipping Costs	$5.00
CDC Imaging Costs	$12.50
CDC Deployment Costs	$31.25
Server Shipping Cost	$15.90
CDC Server Deployment Cost	$51.70
CDC Server Imaging Cost	$119.25
Accessory Asset Tag cost	$5.00
Computrace for Netbooks	$30.00
4-YEAR COMPUTRACECOMPLETE - THEFT RECOVERY SERVICES & SECURE ASSET TRACKING	$69.00
3-Year Computrace Complete Subscription License Service	$61.00
Dell ProSupport	N/A
Desktop / Workstation Training	$59/hr
Desktop / Workstation Assett Recovery	$31.85
Desktop / Workstation Oniste Warranty Services	$23.40/Hr
Technical Trainer/Instructor	$84.04/Hr
Project Manager	$122.21/Hr
Subject Matter Expert	$91.63/Hr
Network Administrator	$61.16/Hr
Senior Network Engineer	$106.92/Hr
Junior Network Engineer	$76.34/Hr
Senior Network Technician	$84.04/Hr
Junior Network Technician	$45.87/Hr
Senior Computer Software/Integration Analyst	$91.63/Hr
Junior Computer Systems Analysts	$68.75/Hr
Junior Developer	$77.88/Hr
Senior developer	$106.92/Hr
Device Reporting Services	$10.00

APPENDIX B: Dell Return Policy

(Current as of date of execution)

Dell values its relationship with you, and offers you the option to return most products you purchase directly from Dell. You may return eligible products for a credit or a refund of the purchase price paid, less shipping and handling, and any applicable restocking fees, as set forth in detail below.

21-Day Return Period for Certain Products and Accessories: Unless you have a separate agreement with Dell, or except as provided below, all hardware, accessories, peripherals, parts may be returned within 21 days from the date on the packing slip or invoice for a credit or a refund of the purchase price paid, less shipping and handling, and any applicable restocking fees (as further described below). Any product returned to Dell **without prior authorization** from Dell will be considered an **unauthorized** return, and the customer will not receive credit for the product and Dell will not ship the product back to you.

Exceptions to Dell's 21-Day Return Period:

- **Software may not be returned at any time,** unless the software being returned is:
    1. Application software or operating systems installed by Dell on a returnable system which is being returned within the applicable return period; or
    2. Media-based software that is unopened and still in its sealed package or, if delivered electronically, software that you have not accepted by clicking "I agree to these Terms and Conditions."
- New **PowerEdge™, PowerConnect™** and **PowerVault™** products purchased directly from Dell may be returned within 30 days from the date on the packing slip or invoice.
- Unless you have a separate agreement with Dell, or except as provided below, all returnable products purchased directly from Dell by large enterprise or public customers may be returned within 30 days from the date on the packing slip or invoice.
- **Dell EqualLogic™** and **EqualLogic**-branded products, **Dell|EMC** and **EMC**-branded products, **Dell Compellent™** and **Compellent**-branded products, **Dell KACE™** and **KACE**-branded products, **Dell Force10™** and **Force10**-branded products, **PowerVault ML6000** tape libraries, **Dell SonicWALL™** and **SonicWALL**-branded products, **Dell Wyse™** and **Wyse**-branded products, **Dell Quest™, Quest™, ScriptLogic™ and VKernel™** branded products, non-Dell-branded enterprise products, non-Dell-branded enterprise software, and non-Dell-branded customized products **may not be returned at any time** These products are subject to their own warranties and repair and replace policies therein.
- Licenses purchased under any type of volume license agreement may be returned only with the express approval of the publisher, which in many circumstances will not be granted.
- Non-Dell branded **mobile phone** offers fulfilled by third-party partners are subject to partner return policies, which may have shorter return periods.
- Consumer and Member Purchase Program (MPP) purchases eligible for the Easy Returns program may be returned within 30 days from the date on the packing slip or invoice.

Restocking Fees: Unless the product is defective or the return is a direct result of a Dell error, Dell may charge a restocking fee of up to 15% of the purchase price paid, plus any applicable sales tax.

Promotional Items: If you return a purchased item that qualified you for a discount, promotional item or promotional card (for example, buy a service, get a computer half off; buy a computer, get a free printer; buy a TV, get a promotional gift card) and either (i) do not also return the discounted or promotional item or (ii) have already redeemed the promotional card, Dell may deduct the value of the discount, promotional item or redeemed card from any refund you receive for the return of the purchased item.

How to Return a Product: Before returning a product, you MUST first contact Dell customer service and obtain a Credit Return Authorization (CRA) number before the end of the applicable return period. Dell will not accept returns without a CRA number. To find the appropriate phone number or to send an email to customer service to request a CRA number, go to www.dell.com/contact or see the "Contacting Dell" or "Getting Help" section of your customer documentation. NOTE: You must ship the product to Dell within 5 days of the date that Dell issues the Credit Return Authorization number and MUST follow these steps:

- Ship back **all** products you are seeking to return to Dell and for which you received a CRA number. For partial returns, your credit may be less than the invoice or individual component price due to bundled or promotional pricing or any unadvertised discounts or concessions.
- Return the products in their original packaging, in as-new condition, along with any media, documentation and any other items that were included in your original shipment.
- Ship the products at your expense, and insure the shipment or accept the risk of loss or damage during shipment.

Upon receipt of your return, Dell will issue a credit or a refund of the purchase price paid, less shipping and handling, and any applicable restocking fees subject to this policy.

Note: Before you return the product to Dell, make sure to back up any data on the hard drive(s) and on any other storage device in the product. Remove any and all confidential, proprietary and personal information as well as removable media such as flash drives, CDs and PC Cards. Dell is not responsible for any confidential, proprietary or personal information; lost or corrupted data; or damaged or lost removable media that may be included with your return.

Rev. 08192013

APPENDIX C: Cook County Travel Policy

(Current as of date of execution)

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.

EXHIBIT 2

Software License Terms

Exhibit 2

Dell End User License Agreement — Type A

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5. **Compliance.** You will certify in writing, upon reasonable request by Dell, that all use of Software is in compliance with the terms of this EULA, indicating the number of Software licenses deployed at that time. You grant Dell, or an agent selected by Dell, the right to perform a reasonable audit of your compliance with this EULA during normal business hours. You agree to cooperate and provide Dell with all records reasonably related to your compliance with this EULA. If, as a result of the audit, a deficiency of greater than five percent (5%) is found in the license fees paid, then you shall bear the total cost of the audit, in addition to any other liabilities you may have.

6. **Support and Subscription Services Not Included.** Dell does not provide any maintenance or support services under this EULA. Maintenance and support services, if any, are provided under a separate agreement, which may be located at www.dell.com/servicecontracts/global. Additionally, this EULA, in and of itself, does not entitle you to any Updates at any time in the future.

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Exhibit 2

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10. **Limitation of Liability.** [Limitation of Liability language is as provided in the Products and Services Agreement]

11. **Indemnification.** [Indemnification language is as provided in the Products and Services Agreement]

12. **Confidentiality.** [Confidentiality language is as provided in the Products and Services Agreement]

13. **Development Tools.** If the Software includes development tools, such as scripting tools, APIs (application programming interface s), or sample scripts (collectively "Development Tools"), you may use such Development Tools to create new scripts and code for the purpose of customizing your use of the Software (within the parameters set forth in this EULA and within the parameters set forth in the Development Tools themselves) and for no other purpose. Notwithstanding anything to the contrary set forth in this EULA, no warranty, indemnity or technical support is provided for and Dell accepts no liability with regard to such sample scripts contained in such Development Tools or scripts or other code written by you or any third party.

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17. **Excluded Data.** [Intentionally Omitted]

18. **Right to Preliminary and Injunctive Relief.** You agree that money damages would be an inadequate remedy for Dell in the event of a breach or threatened breach by you of the provisions set forth in this EULA; therefore, you agree that in the event of a breach or threatened breach of any such provisions, Dell may, in addition to any other remedies to which it is entitled, be entitled to such preliminary or injunctive relief (including an order prohibiting you from taking actions in breach of such provisions) and specific performance as may be appropriate to preserve all of Dell's rights. All rights and remedies afforded Dell by law shall be cumulative and not exclusive.

19. **Choice of Law and Language.** [Governing Law language is as provided in the Products and Services Agreement]

20. **Dispute Resolution and Binding Arbitration.** [Intentionally Omitted]

21. **No Waiver.** No waiver of breach or failure to exercise any option, right, or privilege under the terms of this EULA on any occasion by Dell shall be construed to be a waiver of a subsequent breach or right to exercise any option, right, or privilege.

22. **Excused Performance.**[Excused Performance language is as provided in the Products and Services Agreement]

23. **No Assignment.** [No Assignment language as provided in the Products and Services Agreement]

24. **Entire Agreement.**[Intentionally Omitted]

25. **Notices.** [Notices is as provided in the Products and Services Agreement]

Exhibit 2

End User License Agreement — Type S

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EXPORT

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(Type S - Rev. 040513 Revised for Cook County 10-16-13)

EXHIBIT 3

Evidence of Insurance

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 02/27/2013

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
MARSH RISK & INSURANCE SERVICES
345 CALIFORNIA STREET, SUITE 1300
CALIFORNIA LICENSE NO. 0437153
SAN FRANCISCO, CA 94104

974120-ALL-ALL-13-14

CONTACT NAME:
PHONE (A/C, No, Ext): **FAX (A/C, No):**
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : National Union Fire Ins Co Pittsburgh PA	19445
INSURER B : (See Attached)	
INSURER C : Zurich Insurance Plc	1780059
INSURER D : Steadfast Insurance Company	26387
INSURER E :	
INSURER F :	

INSURED
Dell Inc. and its Subsidiaries
One Dell Way - RRI-50
Round Rock, TX 78682-7000

COVERAGES **CERTIFICATE NUMBER:** SEA-002346783-07 **REVISION NUMBER:** 7

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**			5094572	03/01/2013	03/01/2014	EACH OCCURRENCE	$ 1,000,000
	X COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
	CLAIMS-MADE X OCCUR						MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 5,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$ 5,000,000
	X POLICY PRO-JECT LOC							$
A	**AUTOMOBILE LIABILITY**			5196341	03/01/2013	03/01/2014	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS / X NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
A	X **UMBRELLA LIAB** X OCCUR			BE011912818	03/01/2013	03/01/2014	EACH OCCURRENCE	$ 5,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 5,000,000
	DED RETENTION $							$
B	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY**			SEE ATTACHED	03/01/2013	03/01/2014	X WC STATU-TORY LIMITS / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? **(Mandatory in NH)** Y/N N	N / A					E.L. EACH ACCIDENT	$ 1,000,000
	if yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
C	Professional/E&O			7060131.12	04/30/2012	04/30/2013	Aggregate	5,000,000
D	(Claims Made)			IPR929660401	04/30/2012	04/30/2013		

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

ADDITIONAL INSURED APPLIES WHERE REQUIRED BY WRITTEN CONTRACT. WAIVER OF SUBROGATION APPLIES WHERE REQUIRED BY CONTRACT AND PERMITTED BY LAW.

CERTIFICATE HOLDER

Dell Inc. and its Subsidiaries
One Dell Way - RRI-50
Round Rock, TX 78682

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
of Marsh Risk & Insurance Services

Stephanie Guaiumi *Stephanie Guaiumi*

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AGENCY CUSTOMER ID: 974120
LOC #: San Francisco

ACORD® ADDITIONAL REMARKS SCHEDULE

AGENCY		NAMED INSURED
MARSH RISK & INSURANCE SERVICES		Dell Inc. and its Subsidiaries One Dell Way - RRI-50 Round Rock, TX 78682-7000
POLICY NUMBER		
CARRIER	NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

DELL INC. - WORKERS COMPENSATION; EFFECTIVE 3/1/2013 - EXPIRATION 3/1/2014

Insurer: New Hampshire Insurance Co. NAIC# 23841

033575372 - All Other States
033575373 - CA
033575374 - FL
033575376 - ND, OH, WA, WI, WY
033575377 - NJ, PA
033575378 - AK,AZ, GA
033575379 - IL, KY, NC, UT, VT

Insurer: Insurance Co. of the State of PA. NAIC# 19429

033575375 - MA

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EXHIBIT 4

Board Authorization Letter

BUREAU OF TECHNOLOGY
CHIEF INFORMATION OFFICER

13-1930

Presented by: LYDIA MURRAY, Chief Information Officer, Bureau of Technology

PROPOSED CONTRACT (TECHNOLOGY)

Department(s): Bureau of Technology

Vendor: Dell Marketing, L.P., Round Rock, Texas

Request: Authorization for the Chief Procurement Officer to enter into and execute.

Good(s) or Service(s): Hardware and other computer equipment

Contract Value: $14,000,000.00

Contract period: 11/1/2013 through 10/31/2016, with two (2) two-year extension options

Potential Fiscal Year Budget Impact: FY 2013: $669,000.00; FY 2014: $3,400,000.00; FY 2015: $6,000,000.00; FY 2016: $3,931,000.00

Accounts: Various - 441 Accounts; Various - 579 Accounts

Contract Number(s): 1328-12468

Concurrences:
Vendor has met the Minority and Women Business Ordinance.

The Office of the Chief Procurement Officer concurs.

Summary: The County participated in joint procurement with the City of Chicago and a Request for Proposal (RFP) was issued for Hardware and other Computer Equipment. The procurement process was followed in accordance with the Cook County Procurement Code. Dell Marketing L.P. offers the best value to the County and is recommended for this award.

This contract, if approved, will allow the Bureau of Technology to leverage a multi-sourcing strategy for computer equipment and will give the County the best overall price.

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 23 DAY OF OCTOBER, 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

1328-12468

OR

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

TOTAL AMOUNT OF CONTRACT: $ $14,000,000.00
(DOLLARS AND CENTS)

FUND CHARGEABLE:

APPROVED BY BOARD OF
COOK COUNTY COMMISSIONERS

OCT 23 2013

COM

APPROVED AS TO FORM:

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