BIDDER: Sentinel Technologies, Inc.

CONTRACT FOR SERVICE

DOCUMENT NO. 1388-13011

ISSUED BY THE OFFICE OF THE CHIEF PROCUREMENT OFFICER

COMPUTER EQUIPMENT SERVICES -EARLY VOTING AND ELECTION DAY
COMPUTER EQUIPMENT SETUP
FOR
COOK COUNTY CLERK

BOARD OF COMMISSIONERS
COUNTY OF COOK
TONI PRECKWINKLE, PRESIDENT

APPROVED BY BOARD OF
COOK COUNTY COMMISSIONERS

JAN 15 2014

COM

BIDS TO BE EXECUTED IN TRIPLICATE
BID OPENING WILL BE ON OCTOBER 16, 2013
AT 10:00 A.M.
LATE BIDS WILL NOT BE CONSIDERED
DELIVER BIDS TO BID AND BOND ROOM, 118 N. CLARK ST., ROOM 1018,
CHICAGO, IL, 60602

CONTACT: RENEE MILTON, SENIOR CONTRACT NEGOTIATOR
AT (312) 603-5818
EMAIL: RENEE.MILTON@COOKCOUNTYIL.GOV

REQ# 110106

sentinel Sentinel Technologies

2550 Warrenville Road
Downers Grove
Illinois 60515
tel 630 769 4300
fax 630 769 1399
sentinel.com

October 16, 2013

Ms. Renee Milton
Senior Contract Negotiator
Cook County
118 N. Clark Street, Rm 1018
Chicago, IL 60602

Dear Ms. Milton

On behalf of Sentinel Technologies, Inc., please accept this response to your Contract No. (1388-13011) for Early Voting and Election Day Computer Equipment Setup. Sentinel Technologies shall comply with all requirements set forth within this Contract Bid and is committed to providing the services at the prices stated in our response.

We look forward to working with the Clerk's Office and continuing our relationship by providing leading technology solutions and services. Please consider myself as the central point of contact for any inquiry.

Sincerely,

Dale Schwendeman
Sr. Account Executive
Sentinel Technologies, Inc.
630.769.4368
dschwend@sentinel.com

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INSTRUCTIONS TO BIDDERS AND GENERAL CONDITIONS

INSTRUCTIONS TO BIDDERS

IB-01 DEFINITIONS

A. **BIDDER** shall mean the individual or business entity submitting a Bid Proposal to supply any or all of the services or goods required by the Contract Documents.

B. **BID PROPOSAL** shall mean the Contract Documents as completed by the Bidder which constitutes the Bidder's offer.

C. **CONTRACT** shall mean the agreement between the County and Contractor as set forth in the Contract Documents and as awarded by the Cook County Board of Commissioners.

D. **CONTRACT DOCUMENTS** shall mean collectively the Instructions to Bidders, General Conditions, Special Conditions, Specifications, Attachments, Addenda, if any, Bid Proposal, Site Inspection Certificate, Contractor Certifications and Forms for Minority Participation. The above documents shall be considered as one integrated document setting forth the obligations of the parties.

E. **CONTRACTOR** shall mean the individual or business entity submitting a Bid Proposal and to whom the Cook County Board of Commissioners awards the Contract.

F. **COUNTY** shall mean the County of Cook, a body politic and corporate of the State of Illinois.

G. **DIRECTOR** shall mean the person or persons authorized by the County to act in connection with this Contract. Such authorization shall not include any power to change the scope of the Contract or to obligate the County to pay additional sums beyond the amount of the Contract awarded by the Cook County Board of Commissioners.

H. **CHIEF PROCUREMENT OFFICER** shall mean the Chief Procurement Officer of the County of Cook whose duties and responsibilities are more particularly described in the Illinois Compiled Statutes 1994, 55 ILCS 5/5-36003.

I. **SPECIFICATIONS** shall mean the description of the required services, Contract Goods, equipment, personnel, volume and use statistics and all requirements for the scope of work set forth in the Contract Documents.

IB-02 PREPARATION OF PROPOSALS

The Bidder shall prepare one (1) copy of its Bid Proposal on the proposal forms within the Contract Documents and three (3) execution pages, all with original signatures in the back of the document. Unless otherwise stated, all blank spaces on the proposal forms shall be fully completed. Bidder bears all responsibility for error or omissions in the submission of the Bid Proposal.

IB-03 SITE INSPECTION CERTIFICATE

When required in the legal advertisement or the Special Conditions, the Bidder shall visit the job-site and shall carefully examine and become familiar with all conditions which may in any way affect the performance of the Contract and shall submit certification of such inspection along with the Bid Proposal. The dates and conditions of the site inspection are determined by County.

IB-04 BID DEPOSIT

When required in the legal advertisement, the Bid Proposal shall be accompanied by cash, cashier's check, certified check, bank draft or surety bond in the amount shown in the legal advertisement or as may be prescribed in these Contract Documents. A certified or cashier's check shall be drawn on a responsible bank doing business in the United States and shall be made payable to the order of the County of Cook. The Surety issuing the bond must have a general rating of "A", and shall be a Class VII or higher in the financial size category as defined by Best's Key Rating Guide - Property and Casualty. Failure to submit the bid deposit shall constitute an informal Bid Proposal and such Bid Proposal shall be rejected.

The Bidder hereby agrees that the bid deposit shall be forfeited to the County as liquidated damages and not as penalty in the event Bidder fails to comply with IB-11, IB-13, or otherwise fails or refuses to honor the Bid Proposal upon award of the Contract by the County.

The bid deposit of all bidders will be returned, with the exception of the Contractor, after the County has awarded the Contract. The bid deposit of the Contractor will be returned after the Contract has been awarded and the Contractor has submitted all insurance documentation and the Performance and Payment Bond, as required by the Contract Documents.

IB-05 EXCEPTIONS

If any Bidder intends to take any deviations or exceptions from the Specifications or other Contract Documents, Bidder shall submit to the Chief Procurement Officer a written request for a deviation or exception prior to the date and time of Bid Opening. If the Chief Procurement Officer considers such deviation or exception acceptable, the Chief Procurement Officer shall issue an Addendum setting forth such deviation or exception from the Specifications or other Contract Documents which shall be applicable to all Bidders submitting a Bid Proposal. If no Addendum is issued by the Chief Procurement Officer, then such deviation or exception shall be deemed rejected. The County may reject any Bid Proposal containing deviations or exceptions not previously accepted through a written Addendum. A copy of such Addendum will be mailed or delivered to each Bidder receiving a set of such Contract Documents. Bidder shall acknowledge receipt of each Addendum issued in the space provided on the proposal form. All written requests for deviations or exceptions shall be addressed to:

Chief Procurement Officer
Office of the Chief Procurement Officer
118 North Clark Street, Room 1018
Chicago, Illinois 60602
(Reference the Project Title and Contract Number)

IB-06 BIDDER WARRANTIES

The submission of a Bid Proposal shall constitute a warranty that: (i) Bidder has carefully and thoroughly reviewed the Contract Documents and has found them complete and free from ambiguities and sufficient to describe the Contract work; (ii) Bidder and all workmen and/or employees it intends to use in the performance of this Contract are skilled and experienced in the type of work or services called for by the Contract Documents; and (iii) neither the Bidder nor any of its employees, agents, suppliers or subcontractors have relied on any verbal representations from the County, or any of the County's employees, agents, or consultants, in preparing the Bid Proposal.

IB-07 SUBMISSION OF BID PROPOSALS

All Bidders shall submit the bound copy of the sealed Bid Proposal in an envelope and shall deposit them in the bid box located in the County Board Office of the Chief Procurement Officer, Room 1018, County Building, 118 North Clark Street, Chicago, Illinois 60602 by the date and hour for the Bid Opening as shown in the legal advertisement. The sealed envelope submitted by the Bidder shall carry the following information on the face of the envelope: Bidder's name, address, subject matter of Bid Proposal, advertised date of Bid Opening and the hour designated for Bid Opening as shown in the legal advertisement.

IB-08 BID PROPOSALS TO CONFORM TO REQUIREMENTS OF LEGAL ADVERTISING

COOK COUNTY ORDINANCE CHAPTER 34, ARTICLE IV, DIVISION 2, SECTION 34-151.

The County will not entertain or consider any Bid Proposals: (i) received after the exact time specified in the legal advertisements; (ii) not accompanied by the required bid deposit; or (iii) in any other way failing to comply fully with the conditions stated in the legal advertisement therefore.

IB-09 COMPETENCY OF BIDDER

No Bid Proposal will be accepted from or Contract awarded to a Bidder that is in arrears or is in default to the County upon any debt or Contract, or that is a defaulter, as surety or otherwise upon any obligation to said County, or has failed to perform faithfully any previous contract with the County.

IB-10 LOCAL BUSINESS PREFERENCE

COOK COUNTY ORDINANCE CHAPTER 34, ARTICLE IV, DIVISION 2, SECTION 34-151(p).

The Chief Procurement Officer shall, in the purchase of all supplies and services funded with County dollars by competitive sealed bidding, accept the lowest bid price or lowest evaluated bid price from a responsive or responsible local business, provided that the bid does not exceed the lowest bid price or lowest evaluated bid price from a responsive and responsible non-local business by more than five percent (5%).

"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.

IB-11 CONSIDERATION OF BID PROPOSALS

The County reserves the right to reject or accept any or all Bid Proposals, to extend the bidding period, to waive technicalities in the Contract Documents and/or to direct that the project be abandoned or rebid prior to award of the Contract.

After Bid Proposals are opened and read aloud, they will be evaluated based on the price, conformance with Specifications, the responsibility of the various Bidders taking into consideration factors including, but not limited to, those noted in IB-09, IB-10 and responsiveness to the County's Minority and Female Owned Business Ordinance.

IB-12 WITHDRAWAL OF BID PROPOSALS

Bidders may withdraw their Bid Proposals at any time prior to the time specified in the legal advertisement as the date and hour set for the Bid Opening. However, no Bidder shall withdraw, cancel or modify its Bid Proposal for a period of ninety (90) calendar days after said advertised Bid Opening.

IB-13 ACCEPTANCE OF PROPOSALS

The Chief Procurement Officer shall notify the successful Bidder, in writing, of award of the Contract by the County within ninety (90) days from the Bid Opening date. Upon receipt of the Notice of Award, the Contractor shall promptly secure, execute and deliver to the Chief Procurement Officer any documents required herein.

IB-14 PERFORMANCE AND PAYMENT BOND

When required in the legal advertisement or Special Conditions, the successful Bidder shall furnish a Performance and Payment Bond in the full amount of the Contract on the County Form, a specimen of which is provided herein. The Surety issuing the Performance and Payment Bond must have a general rating of "A" and shall be a Class VII or higher in the financial size category as defined by Best's Key Rating Guide-Property and Casualty.

In the event that the Bidder fails to furnish the Performance and Payment Bond within fourteen (14) calendar days after service of the Notice of Award, the County may elect to retain Bidder's bid deposit as liquidated damages and not as a penalty and the Contract may be terminated. The parties agree that the sum of the bid deposit is a fair estimate of the amount of damages that the County will sustain due to the Bidder's failure to furnish the Performance and Payment Bond and the termination of the Contract.

IB-15 PRICES FIRM

All prices quoted in the Bid Proposal shall be firm and will not be subject to increase during the term of the Contract awarded to the Contractor, except as otherwise provided in these Contract Documents.

IB-16 CASH BILLING DISCOUNTS

Cash billing or percentage discounts for payment will not be considered in evaluating Bid Proposals.

IB-17 CATALOGS

Each Bidder shall submit in TRIPLICATE, where necessary or when requested catalogs, descriptive literature, and detailed drawings, fully detailing features, designs, construction, appointment and finishes not covered in the Specifications but necessary to fully describe the materials, Contract Goods or work proposed to be furnished.

IB-18 AUTHORIZED DEALER/DISTRIBUTOR

The Bidder must be: (i) the manufacturer; (ii) an authorized dealer/distributor; or (iii) able to promptly secure the necessary genuine parts, assemblies and/or accessories as supplied by the original equipment manufacturer (O.E.M.), along with any necessary schematics or drawings to fulfill the contractual obligations. Further, the Bidder must be able to furnish original product warranty and manufacturer's related services such as product information, product re-call notices, etc. Proof of ability to transfer product warranty to the County is to be submitted with the Bid Proposal.

IB-19 TRADE NAMES

In cases where an item is identified by a manufacturer's name, trade name, catalog number, or reference, it is understood that the Bidder proposes to furnish the item identified and does not propose to furnish an "equal" unless the proposed "equal" is definitely indicated therein by the Bidder. The County reserves the right to review and award alternate Contracts, if the commodity and/or service is suitable to its requirement.

The reference to the above catalog is intended to be descriptive and not restrictive and to indicate to the prospective Bidder articles that shall be satisfactory. Bid Proposals on other makes and catalogs shall be considered, provided each Bidder states on the face of the Bid Proposal exactly what is being proposed to be furnished or forwards with the Bid Proposal an illustration, or other descriptive matter which shall clearly indicate the character of the article covered by the Bid Proposal.

The County reserves the right to approve as an equal, or to reject as not being an equal, any article the Bidder proposes to furnish which contains major or minor variations from Specifications but which may comply substantially.

IB-20 SAMPLES

Bidders may be asked upon request of the Chief Procurement Officer or the Director to furnish and deliver a representative sample sufficient to effectively evaluate each item listed in the Bid Proposal. All samples must be delivered F.O.B. DESTINATION, FREIGHT PREPAID to an identified delivery location within five (5) business days of the request. Samples submitted must be identical to those specified in the Bid Proposal. Submission of other than the samples reflected in the Bid Proposal or failure to furnish samples within the required time period shall be cause for rejection of the Bid Proposal. All samples are subject to mutilation and will not be returned. Bidders shall bear the cost of any samples and shipping or delivery costs related thereto.

IB-21 NOTICES

All communications and notices between the County and Bidders regarding the Contract Documents shall be in writing and hand delivered or delivered via first class United States mail, postage prepaid. Notices to the Bidders shall be addressed to the name and address provided by the Bidders; notices to the Chief Procurement Officer shall be addressed to Room 1018, County Building, 118 North Clark Street, Chicago, Illinois 60602.

IB-22 COMPLIANCE WITH LAWS - PUBLIC CONTRACTS

This Contract is a competitively bid public contract of Cook County government subject to laws and ordinances governing public contracts. The Bidder shall at all times observe and comply with all laws, ordinances, regulations and codes of the Federal, State, County and other local government agencies which may in any manner effect the preparation of the Bid Proposal or the performance of the Contract. If the Bidder observes that any of the Contract Documents are at variance therewith, it shall promptly notify the Chief Procurement Officer in writing and necessary changes shall be effected by appropriate modification.

IB-23 COOPERATION WITH INSPECTOR GENERAL

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

END OF SECTION

INSTRUCTIONS TO BIDDERS AND GENERAL CONDITIONS

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INSTRUCTIONS TO BIDDERS AND GENERAL CONDITIONS

GENERAL CONDITIONS

GC-01 SUBCONTRACTING OR ASSIGNMENT OF CONTRACT OR CONTRACT FUNDS

Once awarded, this Contract shall not be subcontracted or any part thereof assigned without the express written approval of the County Chief Procurement Officer ("Chief Procurement Officer"). In no case, however, shall such approval relieve the Contractor from his obligations or change the terms of the Contract. The Contractor shall not transfer or assign any Contract funds or claims 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.

The Contractor shall identify any and all contractors and subcontractors it intends to use in the performance of the Contract. All such persons shall be subject to the prior approval of the County.

The Contractor and its employees, contractors, subcontractors, agents and representatives are, for all purposed arising out of this Contract, independent contractors and are not employees of the County. It is expressly understood and agreed that the Contractor and its employees, contractors, subcontractors, agents and representatives shall in no event as a result of a contract be entitled to any benefit to which County employees are entitled, including, but not limited to, overtime, retirement benefits, worker's compensation benefits and injury leave or other leave benefits.

GC-02 INDEMNIFICATION

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

GC-03 INSPECTION AND RESPONSIBILITY

The County shall have a right to inspect any Contract Goods used in carrying out this Contract and shall be responsible for the quality and standards of all materials or completed work furnished under this Contract. Contract Goods or completed work not complying herewith may be rejected by the Chief Procurement Officer and/or the Director and shall be replaced and/or re-performed by the Contractor at no cost to the County. Any Contract Goods rejected shall be removed within a reasonable time from the premises of the County at the entire expense of the Contractor, after notice has been given by the County to the Contractor that such Contract Goods have been rejected.

GC-04 PAYMENT

All invoices submitted by the Contractor shall be in accordance with the cost provisions contained in the Contract Documents. No payments shall be made without such invoices having been submitted along with a County Voucher Form.

GC-05 PREPAID FEES

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

GC-06 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 materials or services purchased by the County by virtue of statute. The price or prices quoted herein shall include any and all other federal and/or state, direct and/or indirect taxes which apply to this Contract. The County's State of Illinois Sales Tax Exemption Identification No. is E-9998-2013-05.

GC-07 PRICE REDUCTION

If at any time after the contract award, Contractor makes a general price reduction in the price of any goods covered by the Contract, the equivalent price reduction based on similar quantities and/or considerations shall apply to this Contract for the duration of the Contract period. Such price reductions shall be effective at the same time and in the same manner as the reduction in the price to customers generally.

GC-08 CONTRACTOR CREDITS

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

GC-09 DISPUTES

Any dispute arising under the Contract between the County and Contractor shall be decided by the Chief Procurement Officer. The complaining party shall submit a written statement detailing the dispute and specifying the specific relevant Contract provision(s) to the Chief Procurement Officer. Upon request of the Chief Procurement Officer, the party complained against shall respond to the complaint in writing within five days of such request. The Chief Procurement Officer will reduce his decision to writing and mail or otherwise furnish a copy thereof to the Contractor and Director. Dispute resolution as provided herein shall be a condition precedent to any other action at law or in equity. Notwithstanding a dispute, Contractor shall continue to discharge all its obligations, duties and responsibilities set forth in the Contract during any dispute resolution proceeding unless otherwise agreed to by the County in writing.

GC-10 MODIFICATIONS AND AMENDMENTS

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

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

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

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

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

GC-11 DEFAULT

Contractor shall be in default hereunder in the event of a material breach by Contractor of any term or condition of this Contract where Contractor has failed to cure such breach within ten (10) days after written notice of breach is given to Contractor by the County, setting forth the nature of such breach.

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

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

County shall be in default hereunder if any material breach of the Contract by the County occurs which is not cured by the County within forty-five (45) days after written notice of breach has been given by Contractor to the County, setting forth the nature of such breach.

GC-12 COUNTY'S REMEDIES

If the Contractor fails to remedy a material breach during the ten (10) day cure period pursuant to General Condition GC-11, Default, the County shall have the right to terminate this Contract provided, however, that the County shall give Contractor prior written notice of its intent to terminate. Following notice of breach to Contractor, the County reserves the right to withhold payments owed to Contractor until such time as Contractor has cured the breach which is the subject matter of the notice. In addition, the County shall have the right to pursue all remedies in law or equity.

GC-13 CONTRACTOR'S REMEDIES

If the County has been notified of breach and fails to remedy the breach during the forty-five (45) day cure period pursuant to General Condition GC-11, Default, the Contractor shall have the right to terminate this Contract providing, however, that Contractor shall give the County thirty (30) days prior written notice of termination.

Contractor shall have the right to pursue all remedies available in law or equity. In all cases the Contractor's damages shall be those provable damages not to exceed the value of the Contract as awarded by the Cook County Board of Commissioners. Contractor shall not disrupt the operation or repossess any component thereof.

GC-14 DELAYS

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

GC-15 INSURANCE REQUIREMENTS

1) The Contractor shall require all policies of insurance that are in any way related to the work and are secured and maintained by Contractor and all tiers of subcontractors to include clauses providing that each underwriter shall waive all of its rights of recovery, under subrogation or otherwise, against Cook County, Board of Commissioners and employees of the County.

2) The Contractor shall waive all rights of recovery against Cook County, Board of Commissioners, employees of the County and other Contractors and subcontractors which Contractor may have or acquired because of deductible clauses in or inadequacy of limits of any policies of insurance that are in any way related to the work and that are secured and maintained by Contractor.

3) The Contractor shall require all tiers of subcontractors to waive the rights of recovery against Cook County and all tiers of subcontractors.

Insurance Requirements of the Contractor

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

Nothing contained in these insurance requirements is to be construed as limiting the extent of the Contractor's responsibility for payment of damages resulting from its operations under this Contract.

Contractor shall require all Subcontractors to provide the insurance required in this Agreement, or Contractor may provide the coverages for Subcontractors. All Subcontractors are subject to the same insurance requirements as Contractor unless specified otherwise.

The Cook County Department of Risk Management maintains the right to modify, delete, alter or change these requirements.

Coverages

(a) **Workers Compensation Insurance**

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

The Workers Compensation policy shall also include the following provisions:

Employers' Liability coverage with a limit of:

$500,000 each Accident

$500,000 each Employee

$500,000 Policy Limit for Disease

(b) **Commercial General Liability Insurance**

The Commercial General Liability shall be on an occurrence form basis (ISO Form CG 0001 or equivalent) to cover bodily injury, personal injury and property damage.

Each Occurrence	$ 1,000,000
General Aggregate Per Project	$ 2,000,000
Completed Operations Aggregate	$ 2,000,000

The General Liability policy shall include, without limitation, the following coverages:

(a) All premises and operations;

(b) Contractual Liability;

(c) Products/Completed Operations;

(d) Severability of interest/separation of insureds clause

(c) **Commercial Automobile Liability Insurance**

Contractor shall secure Automobile Liability Insurance for bodily injury and property damage arising from the Ownership, maintenance or use of owned, hired and non-owned vehicles with a limit no less than $1,000,000 per accident.

(d) **Excess Liability**

Such policy shall be excess over Commercial General Liability, Automobile Liability, and Employer's Liability with limits not less than the following amounts:

Each Occurrence:	$5,000,000
General Aggregate	$5,000,000

Additional requirements

(a) **Additional Insured**

The required insurance policies, with the exception of the Workers Compensation, must name Cook County, its officials, employees and agents as additional insureds with respect to operations performed. The Commercial General Liability policy shall include ISO Additional Insured Endorsements CG 2010 or equivalent. Contractor's insurance shall be primary and non-contributory with any insurance maintained by Cook County.

(b) **Qualification of Insurers**

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

(c) **Insurance Notices**

Contractor shall provide the Office of the Chief Procurement Officer with thirty (30) days advance written notice in the event any required insurance will be cancelled, materially reduced or non-renewed. Contractor shall secure replacement coverage to comply with the stated insurance requirements and provide new certificates of insurance to the Office of the Chief Procurement Officer.

Prior to the date on which Contractor commences performance of its part of the work, Contractor shall furnish to the Office of the Chief Procurement Officer certificates of insurance maintained by Contractor. The receipt of any certificate of insurance does not constitute agreement by the County that the insurance requirements have been fully met or that the insurance policies indicated on the certificate of insurance are in compliance with insurance required above.

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

(d) **Waiver of Subrogation Endorsements**

All insurance policies must contain a Waiver of Subrogation Endorsement in favor of Cook County.

GC-15 INSURANCE REQUIREMENTS (CON'T.)

Insurance Notices

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

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

GC-16 PATENTS, COPYRIGHTS AND LICENSES

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

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

GC-17 COMPLIANCE WITH LAWS

INSTRUCTIONS TO BIDDERS AND GENERAL CONDITIONS

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

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

GC-18 DELIVERY

All Contract Goods shipped to the County shall be shipped F.O.B., DESTINATION, FREIGHT PREPAID. Arrangements shall be made in advance by the Contractor in order that the County may arrange for receipt of the materials.

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

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

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

GC-19 MINORITY AND WOMEN BUSINESS ENTERPRISES

COOK COUNTY ORDINANCE CHAPTER 34, DIVISION 6, SECTION 34-275 to SECTION 34-303

I. POLICY AND GOALS

A. It is the policy of the County of Cook to prevent discrimination in the award of or participation in County contracts and to eliminate arbitrary barriers for participation, as both prime and sub-contractors, in such contracts by local businesses certified as Minority Business Enterprises (MBE) and Women-owned Business Enterprises (WBE). In furtherance of this policy, the Cook County Board of Commissioners has adopted a Minority- and Women-owned Business Enterprise Ordinance (the "Ordinance") which establishes a goal of awarding not less than twenty-five percent (25%) of the annual total dollar amount of contracts to certified MBEs and ten percent (10%) of the annual dollar value of all such contracts to certified WBEs.

B. **The County may set contract-specific goals for each contract, based on the commodities or services specified in this bid document. The MBE/WBE percentages required for this contract are stated in the Special Conditions.** A Bid or Quotation shall be rejected if the County determines that a Bid or Quotation fails to comply with this General Condition, including but not limited to, commitments to achieve for this contract, the MBE/ WBE goals of the contract amount or to include a Petition for Reduction/Waiver documenting why the goals are not attainable despite the contractor's Good Faith Efforts. A Bid or Quotation may be rejected and a new Bid or Quotation may be solicited if the public interest is served thereby. Unless otherwise specified in the Bid or Quotation Documents, for purposes of this GC-19, the contract amount is the amount that has been entered on the Proposal page of the Bid or Quotation Documents.

C. Except to the extent that a Bid or Quotation includes a Reduction/Waiver request, the contract MBE and WBE participation goals may be achieved by the Bid or Quotation entities' status as a MBE or WBE; by entering into a joint venture with one or more MBEs and/or WBEs; by subcontracting a portion of the work to one or more MBEs and WBEs; by establishing and carrying out a mentor/protégé agreement; by the Indirect Participation of one or more MBEs and WBEs used by the entity submitting a Bid or Quotation in other aspects of its business; or by any combination of

the foregoing so long as the Utilization Plan evidences a commitment to the MBE and WBE contract goals set forth in (B) above.

D. The same Business Enterprise, whether as a contractor, subcontractor or supplier, cannot be utilized as both a MBE and a WBE on the same contract.

E. To the extent that the Ordinance does not apply to this Bid or Quotation, unless specifically waived in the Bid or Quotation Documents, this GC-19 and the wording of the Ordinance shall apply. If there is a conflict between this GC-19 and the Ordinance or the wording of the Ordinance, the Ordinance or its wording controls.

F. A Contractor's failure to carry out its commitments in the course of the Contract's performance shall constitute a material breach of the Contract and if such breach is not appropriately cured, may result in the termination of the Contract or such remedy authorized by the Ordinance as the County deems appropriate.

GC-19 MINORITY AND WOMEN BUSINESS ENTERPRISES

COOK COUNTY ORDINANCE CHAPTER 34, DIVISION 6, SECTION 34-275 to SECTION 34-303

II. REQUIRED BID OR QUOTATION SUBMITTALS

To be considered responsive, a Bid or Quotation shall meet the MBE and WBE goals by submitting a Utilization Plan with the Bid or Quotation, which shall be (1) supported by Letters of Intent from the MBEs and WBEs together with the MBEs/WBEs Letters of Certification, and/or (2) include a written Petition for Reduction/Waiver with the Bid or Quotation supported by documentation of Good Faith Efforts to meet the goals. Failure to submit the documents set forth in (A) and (B) of this Section II in accordance with these guidelines will cause the Bid or Quotation to be considered non-responsive and shall be cause to reject the Bid or Quotation.

A. MBE/WBE Utilization Plan

Each Bid or Quotation shall include with the Bid or Quotation a complete Utilization Plan. The Utilization Plan shall list the names, mail and email addresses, telephone number and contact persons of businesses intended to be used as MBEs and WBEs on the Contract. If the entity submitting a Bid or Quotation, or any of its subcontractors, suppliers or consultants, are certified MBEs or WBEs they shall be identified as an MBE or WBE within the Utilization Plan.

1. Letter(s) of Intent

Except as set forth below, a Bid or Quotation shall include with its Utilization Plan, Letter(s) of Intent executed by each MBE and WBE included in the Utilization Plan and by the entity submitting the Bid or Quotation, which sets forth that each MBE and WBE intends to perform as a subcontractor, supplier, joint venture partner and/or consultant on the contract. The Letters of Intent must accurately detail the work to be performed by the MBE or WBE firm and the agreed rates and/or prices to be paid.

If the Bid or Quotation does not include all Letter(s) of Intent with its Utilization Plan, such Letter(s) of Intent may be submitted to the Office of Contract Compliance within three (3) business days after the date of the Bid or Quotation Opening. Failure to submit all Letter(s) of Intent as required shall result in the Contract Compliance Administrator's determination that a Bid or Quotation is not responsive and shall be cause to reject the Bid or Quotation.

All commitments made by a Bid or Quotation in its Utilization Plan must conform to those included in the submitted Letter(s) of Intent. The Contract Compliance Administrator reserves the right to request

supplemental information regarding the Letter(s) of Intent submitted with a Bid or Quotation and such information shall be furnished. (Reference pages EDS-2 for a format sample of a Letter of Intent)

2. Letter(s) of Certification

Only a Letter of Certification from one of the following entities shall be accepted as certification of MBE/WBE status:

County of Cook
Small Business Administration 8A Program
Illinois Unified Certification Program

or any other governmental body or agency approved by the Contract Compliance Administrator as applying certification standards substantially similar to those applied by the County of Cook may also be accepted.

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

GC-19 MINORITY AND WOMEN BUSINESS ENTERPRISES

COOK COUNTY ORDINANCE CHAPTER 34, DIVISION 6, SECTION 34-275 to SECTION 34-303

3. Joint Venture Affidavit

In the event a Bid or Quotation achieves MBE and/or WBE participation by entering into a Joint Venture, the Bid or Quotation shall include the required Joint Venture Affidavit which is available in the Office of Contract Compliance. Such Joint Venture Affidavit shall be submitted with the Bid or Quotation along with Letter(s) of Certification.

B. Reduction/Waiver Petition

In the event a Bid or Quotation is unable to meet the applicable contract MBE and WBE participation goals, the Bid or Quotation must include a Petition for Reduction/Waiver and submit the Petition with its Bid or Quotation. The Petition for Reduction/Waiver shall be supported with evidence and sufficient documentation to demonstrate the Bid's or Quotation's Good Faith Efforts in attempting to achieve the applicable MBE and WBE goals. If a Bid or Quotation does not include all documentation in support of the Petition with its Bid or Quotation, such documentation must be submitted to the Office of Contract Compliance within three (3) business days after the date of the Bid or Quotation opening.

III. REDUCTION/WAIVER OF MBE/MBE GOALS

A. Granting a Reduction/Waiver Request.

1. The determination of the adequacy of the Good Faith Efforts to utilize MBEs and WBEs in a Bid or Quotation will be evaluated on the basis of the actions in attempting to achieve MBE and WBE participation goals set forth in the Bid or Quotation. Examples of actions constituting Good Faith Efforts for a Bid or Quotation are set forth within the Ordinance and in the "Petition for Reduction/Waiver of MBE/WBE Participation Goals" contained in the Bid or Quotation Documents.

2. The Contract Compliance Administrator may grant the Petition for Reduction/Waiver based upon the following criteria: (a) sufficient qualified MBEs and WBEs capable of providing the goods or services required by the contract are unavailable despite the good faith efforts of the contractor; (b) the specifications and the reasonable and necessary requirements for performing the contract make it impossible or economically infeasible to divide the contract into sufficiently small tasks or quantities to enable the contractor to utilize MBEs and WBEs in accordance with the applicable goals; (c) the price(s) quoted by any potential MBE or WBE source of goods or services is more

that 10% above competitive levels; and (d) any other factor determined to be relevant by the Contract Compliance Administrator.

B. Denying a Reduction/Waiver Request.

1. If the Contract Compliance Administrator determines that a Bid or Quotation has not demonstrated adequate Good Faith Efforts to meet the applicable contract MBE and WBE goals, the Contract Compliance Administrator may deny a Petition for Reduction/Waiver and declare the Bid or Quotation non-responsive and recommand rejection of the Bid or Quotation.

2. Failure to undertake and/or to document adequate Good Faith Efforts shall be cause to deny a Petition for Reduction/Waiver. Determination of the adequacy of a Bid's or Quotation's Good Faith Effort will be evaluated on the basis of the Bid's or Quotation's actions as of the date of the Bid or Quotation opening.

GC-19 MINORITY AND WOMEN BUSINESS ENTERPRISES

COOK COUNTY ORDINANCE CHAPTER 34, DIVISION 6, SECTION 34-275 to SECTION 34-303

IV. CHANGES IN CONTRACTOR'S UTILIZATION PLAN

A. Contractor, during its performance of the Contract, may not change the MBE or WBE commitments specified in its Utilization Plan, including but not limited to, terminating a MBE or WBE contract, reducing the scope of the work to be performed by a MBE/WBE, or decreasing the price to a MBE/WBE, except as otherwise provided by the Ordinance.

B. Where an enterprise under the Contact was previously considered to be a MBE or WBE but is later found not to be, or work is found not to be creditable toward the MBE or WBE goals as stated in the Utilization Plan, the Contractor shall seek to discharge the disqualified enterprise, upon proper written notification to the Contract Compliance Administrator, and make every effort to identify and engage a qualified MBE or WBE as its replacement. Failure to obtain a MBE or WBE replacement within 30 working days of the Contract Compliance Administrator's written approval of the removal of a MBE or WBE may result in the termination of the contract or the imposition of such remedy authorized by the Ordinance, unless a written Petition for Reduction/Waiver is granted to Contractor allowing Contractor to award the work to a non-MBE or WBE.

V. NON-COMPLIANCE

If the County determines that the Contractor has failed to comply with its contractual commitments or any portion of the Ordinance or this GC-19, the Contract Compliance Administrator will notify the Contractor of such noncompliance and may take any and all appropriate actions as set forth within the Ordinance.

VI. REPORTING/RECORD-KEEPING REQUIREMENTS

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

VII. EQUAL EMPLOYMENT OPPORTUNITY

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

GC-20 MATERIAL DATA SAFETY SHEET

Where required under the Illinois "Toxic Substance Disclosure To Employees Act", Illinois Compiled Statutes, 1994, 820 ILCS 255/1, Contractor shall submit with each delivery of Contract Goods, a Material Safety Data Sheet.

GC-21 CONDUCT OF THE CONTRACTOR

The Contractor agrees to inform the County on a timely basis of all of the Contractor's interests, if any, which are or which the Contractor reasonably believes may be incompatible with any interest of the County. The Contractor shall take notice of and comply with the Cook County Lobbyist Registration Ordinance (No. 93-0-22, 6-22-93). The Contractor shall not use for personal gain or make other improper use of privileged information which is acquired in connection with the Contract.

GC-22 ACCIDENT REPORTS

The Chief Procurement Officer and Director shall be given written notification within twenty-four (24) hours of any occurrence, on the site or otherwise, which pertains in any way to this Contract and involves the Contractor's personnel, or those of any of his subcontractors or others whether said occurrence be in the nature of bodily injury to employees or third parties or property damage.

The report shall include the name of person(s) injured, name of his employer, date, time and location of occurrence, extent of injury and/or damage, name(s) of eyewitnesses, and who treated the person(s) for injuries sustained, and such other information as may be relevant. The Contractor shall notify the local police any occurrence requiring an official police record. The accident report should indicate whether the police were notified and, if so, the number of the police report.

GC-23 USE OF PREMISES

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

The County reserves the right to prohibit any person from entering any County facility for any reason. All subcontractors, agents and employees of the Contractor shall be accountable to the Director while on any County property and shall abide by all security regulations imposed by the County.

GC-24 GENERAL NOTICE

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

TO THE COUNTY:

Chief Procurement Officer
County of Cook
Room 1018 County Building
118 North Clark Street
Chicago, Illinois 60602
(Reference County Contract Number)

TO THE CONTRACTOR:

At address provided in its bid document or as otherwise indicated in writing to County.

GC-25 TERMINATION FOR CONVENIENCE

The County may terminate this Contract, or any portion, at any time by notice in writing from the County to the Contractor.

GC-26 GUARANTEES AND WARRANTIES

All guarantees and warranties required shall be furnished by the Contractor and shall be delivered to the Director before final voucher on the Contract is issued. The Contractor agrees that the Contract Goods or services to be furnished shall be covered by the most favorable commercial warranties the Contractor gives to any customer for the same or substantially similar Contract Goods or services and that the rights and remedies so provided are in addition to and do not limit any rights afforded to County.

GC-27 STANDARD OF CONTRACT GOODS

Only new, originally manufactured Contract Goods will be accepted by the County. The County will not accept any Contract Goods that have been refurbished, rebuilt, restored or renovated in any manner. In addition, experimental materials will not be acceptable. Contract Goods not produced by regular production methods and/or which have not been offered for sale to the public through accepted industry trade channels for a reasonable period of time prior to the offering of the proposal, will be considered experimental.

GC-28 CONFIDENTIALITY AND OWNERSHIP OF DOCUMENTS

Contractor acknowledges and agrees that information regarding this Contract is confidential and shall not be disclosed, directly, indirectly or by implication, or be used by Contractor in any way, whether during the term of this Contract or at any time thereafter, except solely as required in the course of Contractor's performance of Services hereunder. Contractor shall comply with the applicable privacy laws and regulations affecting Owner and will not disclose any of Owner'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 Owner without the prior written approval of Owner. In the event such approval is given, any such reports published and distributed by Contractor shall be furnished to Owner without charge.

All documents, data, studies, reports, work product or product created as a result of the performance of Service(s) 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, report, work product or product obtained from the County of Cook or created hereby for its own purposes or to be copied and used by any third party. During the performance of the Services herein provided for, the Contractor shall be responsible of any loss or damage to the documents herein enumerated while they are in his possession, and any such document lost or damaged shall be restored at the expense of the Contractor. Full access to the work during the preparation of the plans shall be available to the County and other public agencies interested in this work.

GC-29 QUANTITIES

The quantities of materials required for the performance of the Contract are estimates for the purpose of determining an approximate total Contract amount and may not be the actual quantities required during the term of the Contract. The County reserves the right to increase or decrease the quantities at the Contract price, to correspond to the actual needs of the County. The County will be obligated to order and pay for only such quantities as are from time to time ordered, delivered, and accepted on purchase orders issued by the Chief Procurement Officer.

GC-30 AUDIT; EXAMINATION OF RECORDS

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

The Contractor further agrees that it shall include in all of its subcontracts hereunder a provision to the effect that the subcontractor agrees that the Cook County Auditor or any of its duly authorized representatives shall, until expiration of three (3) years after final payment under the subcontract, have access and the right to examine any books, documents, papers, canceled checks, bank statements, purveyor's and other invoices and records of such subcontractor involving transactions relating to the subcontract, or to such subcontractor's compliance with any term, condition or provision thereunder or under the Contract.

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

GC-31 GOVERNING LAW

This Contract shall be governed by and construed under the laws of the State of Illinois. The Contractor irrevocably agrees that, subject to the County's sole and absolute election, 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 City of Chicago, County of Cook, State of Illinois, and the Contractor consents and submits to the jurisdiction thereof. In accordance with these provisions, Contractor waives any right it may have to transfer or change the venue of any litigation brought against it by the County pursuant to this Contract.

GC-32 COOPERATION WITH INSPECTOR GENERAL

Contractors, subcontractors, licensees, grantees or persons or businesses who have a County contract, grant, license, or certification of eligibility for County contracts shall abide by all of the applicable provisions of the Office of the Independent Inspector General Ordinance (Section 2-281 et. seq. of the Cook County Code of Ordinances). Failure to cooperate as required may result in monetary and/or other penalties.

GC-33 WAIVER

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

GC-34 ENTIRE CONTRACT

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

GC-35 FORCE MAJEURE

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

GC-36 GOVERNMENTAL JOINT PURCHASING AGREEMENT

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

In the event that other agencies participate in a joint procurement, the County reserves the right to renegotiate the price to accommodate the larger volume.

GC-37 COOPERATIVE PURCHASING

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

GC-38 FEDERAL CLAUSES

1. Interest of Members of or Delegates to the United States Congress

   In accordance with 41 U.S.C. § 22, the Contractor agrees that it will not admit any member of or delegate to the United States Congress to any share or part of the Contract or any benefit derived therefrom.

2. False or Fraudulent Statements and Claims

   (a) The Contractor recognizes that the requirements of the Program Fraud Civil Remedies Act of 1986, as amended, 49 U.S.C. §§ 3081 et seq and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to the Contract. Accordingly, by signing the Contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, or it may make pertaining to the Contract, including without limitation any invoice for its services. In addition to other penalties that may be applicable, the Contractor also acknowledges that if it makes a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986, as amended, on the Contractor to the extent the Federal Government deems appropriate.

   (b) The Contractor also acknowledges that if it makes a false, fictitious, or fraudulent claim, statement, submission, or certification to the County or Federal Government in connection with an urbanized area formula project financed with Federal assistance authorized by 49 U.S.C. § 5307, the Government reserves the right to impose on the Contractor the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1), to the extent the Federal Government deems appropriate.

3. Federal Interest in Patents

   (a) General. If any invention, improvement, or discovery of the Contractor is conceived or first actually reduced to practice in the course of or under the Contract, and that invention, improvement, or discovery is patentable under the laws of the Unites States of America or any foreign country, the Contractor agrees to notify County immediately and provide a detailed report.

   (b) Federal Rights. Unless the Federal Government later makes a contrary determination in writing, the rights and responsibilities of the County, Contractor, and the Federal Government pertaining to that invention, improvement, or discovery will be determined in accordance with applicable Federal laws and regulations, including any waiver thereof. Unless the Federal Government later makes a contrary determination in writing, the Contractor agrees that, irrespective of its status or the status of any subcontractor at any tier (e.g., a large business, small business, non-profit organization, institution of higher education, individual), the Contractor agrees it will transmit to the Federal Government those rights due the Federal Government in any invention resulting from the contract.

4. Federal Interest in Data and Copyrights

   (a) Definition. The term "subject data" used in this section means recorded information, whether or not copyrighted, that is delivered or specified to be delivered under the Contract. Examples include, but are not limited, to: computer software, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information. The term "subject data" does not include financial reports, cost analyses, and similar information incidental to Contract administration.

(b) Federal Restrictions. The following restrictions apply to all subject data first produced in the performance of the Contract. Except as provided in the Contract and except for its own internal use, the Contractor may not publish or publicly reproduce subject data in whole or in part, or in any manner or form, nor may the Contractor authorize others to do so, without the written consent of the County and the Federal Government, until such time as the Federal Government may have either released or approved the release of such data to the public.

GC-38 FEDERAL CLAUSES (CON'T.)

(c) Federal Rights in Data and Copyrights. In accordance with subparts 34 and 36 of the Common Rule, the County and the Federal Government reserve a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for County or Federal Government purposes, the types of subject data described below. Without the copyright owner's consent, the County and Federal Government may not extend their license to other parties.

(1) Any subject data developed under the contract or subagreement financed by a federal Grant Agreement or Cooperative Agreement, whether or not a copyright has been obtained; and

(2) Any rights of copyright which the Contractor purchases ownership with Federal assistance.

(d) Special Federal Rights for Planning Research and Development Projects. When the Federal Government provides financial assistance for a planning, research, development, or demonstration project, its general intention is to increase public knowledge, rather than limit the benefits of the project to participants in the project. Therefore, unless the Federal Government determines otherwise, the Contractor on a planning, research, development, or demonstration project agrees that, in addition to the rights in data and copyrights set forth above, the County or Federal Government may make available to any third party either a license in the copyright to the subject data or a copy of the subject data. If the project is not completed for any reason whatsoever, all data developed under the project will become subject data and will be delivered as the County or Federal Government may direct. This subsection, however, does not apply to adaptions of automatic data processing equipment or previously existing software programs for the County's use whose costs are financed with Federal transportation funds for capital projects.

(e) Hold Harmless. Unless prohibited by state law, upon request by the County or the Federal Government, the Contractor agrees to indemnify, save, and hold harmless the County and the Federal Government and their officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the Contractor of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under the Contract. The Contractor will not be required to indemnify the County or Federal Government for any such liability arising out of the wrongful acts of employees or agents of the County or Federal Government.

(f) Restrictions on Access to Patent Rights. Nothing contained in this section on rights in data will imply a license to the County or Federal Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the County or Federal Government under any patent.

(g) Application on Materials Incorporated into Project. The requirements of Subsections 2, 3, and 4 of this Section do not apply to material furnished by the County and incorporated into the work.

5. Records and Audits

Contractor will deliver or cause to be delivered all documents (including but not limited to all Deliverables and supporting data, records, graphs, charts and notes) prepared by or for the County under the terms of this Agreement to the County promptly in accordance with the time limits prescribed in this Contract, and if no time limit is specified, then upon reasonable demand therefor or upon termination or completion of the Services hereunder. In the event of the failure by the Contractor to make such delivery, then and in that event, the Contractor will pay to County reasonable damages the County may sustain by reason thereof.

The County and the Federal Government will have the right to audit all payments made to the Contractor under this Agreement. Any payments to the Contractor which exceed the amount to which the Contractor is entitled under the terms of this Agreement will be subject to set-off.

The Contractor will keep and retain records relating to this Agreement and will make such records available to representatives of the County and the Federal Government, including without limitation the sponsoring federal agency, other participating agencies, and the Comptroller General of the United States, at reasonable times during the performance of this Agreement and for at least five years after termination of this Agreement for purposes of audit, inspection, copying, transcribing and abstracting.

No provision in this Agreement granting the County or the Federal Government a right of access to records is intended to impair, limit or affect any right of access to such records which the County or the Federal Government would have had in the absence of such provisions.

6. Environmental Requirements

The Contractor recognizes that many Federal and state laws imposing environmental and resource conservation requirements may apply to the Contract. Some, but not all, of the major Federal Laws that may affect the Contract include: the National Environmental Policy Act of 1969, as amended, 42 U.S.C. §§ 4321 et seq.; the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. and scattered sections of 29 U.S.C.; the Clean Water Act, as amended, scattered sections of 33 U.S.C. and 12 U.S.C.; the Resource Conservation and Recovery Act, as amended, 42 U.S.C. §§ 6901 et seq.; and the Comprehensive Environmental Response, Compensation, and Liability acct, as amended, 42 U.S.C. §§ 9601 et seq. The Contractor also recognizes that U.S. EPA, U.S. DOT and other agencies of the Federal Government have issued and are expected in the future to issue regulations, guidelines, standards, orders, directives, or other requirements that may affect the Contract. Thus, the Contractor agrees to adhere to, and impose on its subcontractors, any such Federal requirements as the Federal Government may now or in the future promulgate. Listed below are requirements of particular concern. The Contractor acknowledges that this list does not constitute the Contractor's entire obligation to meet all Federal environmental and resource conservation requirements. The Contractor will include these provisions in all subcontracts.

(a) Environmental Protection. The Contractor agrees to comply with the applicable requirements of the National Environmental Policy Act of 1969, as amended, 42 U.S.C. §§ 4321 et seq. in accordance with Executive Order No. 12898, "Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations," 59 Fed. Reg. 7629, Feb. 16, 1994; U.S. DOT statutory requirements on environmental matters at 49 U.S.C. § 5324(b); Council on Environmental Quality regulations on compliance with the National Environmental Policy Act of 1969, as amended, 40 C.F.R. Part 1500 et seq.; and U.S. DOT regulations, "Environmental Impact and Related Procedures," 23 C.F.R. Part 771 and 49 C.F.R. Part 622.

GC-38 FEDERAL CLAUSES (CON'T.)

(b) Air Quality. The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. Specifically, the Contractor agrees to comply with applicable requirements of U.S. EPA regulations, "Conformity to State of Federal Implementation Plans of Transportation Plans, Programs, and Projects Developed, Funded or Approved Under Title 23 U.S.C. or the Federal Transit Act," 40 C.F.R. Part 51, Subpart T; and "Determining Conformity of Federal Actions to State or Federal Implementation Plans," 40 C.F.R. Part 93. The Contractor further agrees to report and require each subcontractor at any tier to report any violation of these requirements resulting from any Contract implementation activity to the County and the appropriate U.S. EPA Regional Office.

(c) Clean Water. The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. §§ 1251 et seq. The Contractor further agrees to report and require each subcontractor at any tier to report any violation of these requirements resulting from any Contract implementation activity to the County and the appropriate U.S. EPA Regional Office.

(d) List of Violating Facilities. The Contractor agrees that any facility to be used in the performance of the Contract or to benefit from the Contract will not be listed on the U.S. EPA List of Violating Facilities ("List"), and the Contractor will promptly notify the County if the Contractor receives any communication from the U.S. EPA that such a facility is under consideration for inclusion on the List.

(e) Preference for Recycled Products. To the extent practicable and economically feasible and to the extent that it does not reduce or impair the quality of the work, the Contractor agrees to use recycled products in performance of the Contract pursuant to U.S. Environment Protection Agency (U.S. EPA) guidelines at 40 C.F.R. Parts 247-253, which implement section 6002 of the Resource Conservation and Recovery Act, as amended, 42 U.S.C. § 6962.

7. No Exclusionary or Discriminatory Specifications

Apart from inconsistent requirements imposed by Federal statute or regulations, the Contractor agrees that it will comply with the requirements of 49 U.S.C. § 5323(h)(2) by refraining from using any Federal assistance to support subcontracts procured using exclusionary or discriminatory specifications.

8. Cargo Preference - Use of United States Flag Vessels

The Contractor agrees to comply with U.S. Maritime Administration regulations, "Cargo-Preference -- U.S. Flag Vessels," 49 C.F.R. Part 381, and to include the clauses required by those regulations, modified as necessary to identify the affected parties, in each subcontract or subagreement involving equipment, materials, or commodities suitable for transport by ocean vessel.

9. Fly America

Section 14.c of the Master Agreement states that if the contract or subcontracts may involve the international transportation of goods, equipment, or personnel by air, the contract must require Contractors and subcontractors at every tier to use U.S.-flag air carriers, to the extent service by these carriers is available. 49 U.S.C. 40118 and 4 C.F.R. Part 52.

GC-38 FEDERAL CLAUSES (CON'T.)

10. No Federal Government Obligations to Third Parties

The Contractor agrees that, absent the Federal Government's express written consent, the Federal Government will not be subject to any obligations or liabilities to any contractor or any other person not a party to the Grant Agreement or Cooperative Agreement between the County and the Federal Government which is a source of funds for this Contract. Notwithstanding any concurrence provided by the Federal Government in or approval of any solicitation, agreement, or contract, the Federal Government continues to have no obligations or liabilities to any party, including the Contractor.

11. Allowable Costs

Notwithstanding any compensation provision to the contrary, the Contractor's compensation under this Contract will be limited to those amounts which are allowable and allocable to the Contract in accordance with OMB Circular A-87 and the regulations in 49 C.F.R. Part 18. To the extent that an audit reveals that the Contractor has received payment in excess of such amounts, the County may offset such excess payments against any future payments due to the Contractor and, if no future payments are due or if future payments are less than such excess, the Contractor will promptly refund the amount of the excess payments to the County.

12. Trade Restrictions

Contractor certifies that neither it nor any Subcontractor:

(a) is owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms published by the Office of the United States Trade Representative (USTR);

(b) has knowingly entered into any contract or subcontract with a person that is a citizen or national of a foreign country on said list, nor is owned or controlled directly or indirectly by one or more citizens or nationals of a foreign country on said list;

(c) will procure, subcontract for, or recommend any product that is produced in a foreign country on said list.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no Notice-to-Proceed will be issued to an entity who is unable to certify to the above. If Contractor knowingly procures or subcontracts for the supply of any product or service of a foreign country on said list for use on the project, the USDOT may direct, through the County, cancellation of the Contract at no cost to the Government.

Further, Contractor agrees that it will incorporate this provision for certification without modification in each subcontract. Contractor may rely on the certification of a prospective Subcontractor unless it has knowledge that the certification is erroneous. Contractor will provide immediate written notice to the County if it learns that its certification or that of a Subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. Each Subcontractor must agree to provide written notice to Contractor if at any time it learns that its certification was erroneous by reason of changed circumstances. Nothing contained in the foregoing will be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of the Contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 100.

GC-38 FEDERAL CLAUSES (CON'T.)

13. Contract Work Hours and Safety Standards Act

If applicable according to their terms, the Contractor agrees to comply and assures compliance with sections 102 and 107 of the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. §§ 327 through 333, and implementing U.S. DOL regulations, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act)," 29 C.F.R. Part 5; and U.S. DOL regulations, "Safety and Health Regulations for Construction," 29 C.F.R. Part 1926. In addition to other requirements that may apply:

(a) In accordance with section of the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. §§ 327 through 332, the Contractor agrees and assures that, for the Contract, the wages of every mechanic and laborer will be computed on the basis of a standard work week of 40 hours, and that each worker will be compensated for work exceeding the standard work week at a rate of not less than 1.5 times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The Contractor agrees that determinations pertaining to these requirements will be made in accordance with applicable U.S. DOL regulations, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act)," 29 C.F.R. Part 5.

(b) In accordance with section 107 of the Contract Work Hours end Safety Standards Act, as amended, 40 U.S.C. § 333, the contractor agrees and assures that no laborer or mechanic working on a construction contract will be required to work in surroundings or under working conditions that are unsanitary, hazardous, or dangerous to his or her health and safety, as determined in accordance with U.S. DOL regulations, "Safety and Health Regulations for Construction," 29 C.F.R. Part 1926.

14. Veteran's Preference

In the employment of labor (except in executive, administrative, and supervisory positions), preference will be given to Vietnam-era veterans and disabled veterans. However, this preference may be given only where individuals are available and qualified to perform the work to which employment relates.

15. Copyright Ownership

Consultant and the County intend that, to the extent permitted by law, the Deliverables to be produced by Consultant at the County's instance and expense pursuant to this Agreement are conclusively deemed "works made for hire" within the meaning and purview of Section 101 of the United States Copyright Act, 17 U.S.C. §101 et seq. (the "Copyright Act"), and that the County will be the copyright owner of the Deliverables and of all aspects, elements and components of them in which copyright can subsist.

To the extent that any Deliverable does not qualify as a "work made for hire," Consultant irrevocably grants, conveys, bargains, sells, assigns, transfers and delivers to the County, its successors and assigns, all right, title and interest in and to the copyrights and all U.S. and foreign copyright registrations, copyright applications and copyright renewals for them, and other intangible, intellectual property embodied in or pertaining to the Deliverables prepared for the County under this Agreement, free and clear of any liens, claims or other encumbrances, to the fullest extent permitted by law. Consultant will execute all documents and perform all acts that the County may reasonably request in order to assist the County in perfecting its rights in and to the copyrights relating to the Deliverables, at the sole expense of the County. Consultant warrants to County, its successors and assigns, that on the date of transfer Consultant is the lawful owner of good and marketable title in and to the copyrights for the Deliverables and has the legal rights to fully assign them. Consultant further warrants that it has not assigned any copyrights nor granted any licenses, exclusive or nonexclusive, to any other party, and that it is not a party to any other agreements or subject to any other restrictions with respect to the Deliverables. Consultant warrants and represents that the Deliverables are complete and comprehensive, and the Deliverables are a work of original authorship.

GC-38 FEDERAL CLAUSES (CON'T.)

16. Accessibility Compliance

If this Agreement involves design for construction, the Consultant warrants that all design documents produced or utilized under this Agreement and all construction or alterations undertaken under this Agreement will comply with all federal, state and local laws and regulations regarding accessibility standards for persons with disabilities or environmentally limited persons including, but not limited to, the following: the Americans with Disabilities Act of 1990, 42 U.S.C. § 12101 et seq. and the Americans with Disabilities Act Accessibility Guidelines for Buildings and Facilities ("ADAAG"); the Architectural Barriers Act, Pub. L. 90-480 (1968), and the Uniform Federal Accessibility Standards ("UFAS"); and the Illinois Environmental Barriers Act, 410 ILCS 25/1 et seq., and all regulations promulgated thereunder , see Illinois Administrative Code, Title 71, Chapter 1, Section 400.110. If the above standards are inconsistent, the Consultant must comply with the standard providing the greatest accessibility. Also, the Consultant must, prior to construction, review the plans and specifications to insure compliance with the above referenced standards. If the Consultant fails to comply with the foregoing standards, the Consultant must perform again, at no expense, all services required to be re-performed as a direct or indirect result of such failure.

17. Visual Rights Act Waiver

The Consultant/Contractor waives any and all rights that may be granted or conferred under Section 106A and Section 113 of the United States Copyright Act, (17 U.S.C. § 101 et seq.) (the "Copyright Act") in any work of visual art that may be provided pursuant to this Agreement,. Also, the Consultant/Contractor represents and warrants that the Consultant/Contractor has obtained a waiver of Section 106A and Section 113 of the Copyright Act as necessary from any employees and subcontractors, if any.

18. Equal Employment Opportunity

All contracts shall contain a provision requiring compliance with E.O. 11246, "Equal Employment Opportunity," as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

19. Copeland "Anti-Kickback" Act (18 U.S.C. 874 and 40 U.S.C. 276c)

All contracts and subgrants in excess of $2000 for construction or repair awarded by recipients and subrecipients shall include a provision for compliance with the Copeland "Anti-Kickback" Act (18 U.S.C. 874), as supplemented by Department of Labor regulations (29 CFR part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The recipient shall report all suspected or reported violations to the Federal awarding agency.

20. Davis-Bacon Act, as amended (40 U.S.C. 276a to a-7)

When required by Federal program legislation, all construction contracts awarded by the recipients and subrecipients of more than $2000 shall include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 276a to a-7) and as supplemented by Department of Labor regulations (29 CFR part 5, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction"). Under this Act, contractors shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages not less than once a week. The recipient shall place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation and the award of a contract shall be conditioned upon the acceptance of the wage determination. The recipient shall report all suspected or reported violations to the Federal awarding agency.

GC-38 FEDERAL CLAUSES (CON'T.)

21. Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333)

Where applicable, all contracts awarded by recipients in excess of $2000 for construction contracts and in excess of $2500 for other contracts that involve the employment of mechanics or laborers shall include a provision for compliance with Sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), as supplemented by Department of Labor regulations (29 CFR part 5). Under Section 102 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than 1 ½ times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

22. Rights to Inventions Made Under a Contract or Agreement

Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

23. Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), as amended

Contracts and subgrants of amounts in excess of $100,000 shall contain a provision that requires the recipient to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.). Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

24. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)

Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

25. Debarment and Suspension (E.O.s 12549 and 12689)

No contract shall be made to parties listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Nonprocurement Programs in accordance with E.O.s 12549 and 12689, "Debarment and Suspension." This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory or regulatory authority other than E.O. 12549. Contractors with awards that exceed the small purchase threshold shall provide the required certification regarding its exclusion status and that of its principal employees.

GC-39 CONTRACT INTERPRETATION

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

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

1. Addenda, if any.
2. Execution Forms
3. Specification.
4. Special Conditions.
5. General Conditions.
6. Instruction to Bidders.
7. Legal Advertisement.
8. Bid Proposal.

END OF SECTION

SPECIAL CONDITIONS

SC-01 SCOPE

The bidder shall furnish COMPUTER EQUIPEMNT SERVICES- EARLY VOTING AND ELECTION DAY COMPUTER EQUIPMENT SETUP for the Cook County Clerk all in accordance with the Contract Documents, Specifications and Proposal herein.

General Information

This Bid solicits proposals for (1) equipment (laptops and printers) setup/retrieval and technical support services in Early Voting sites throughout suburban Cook County prior to Election Day and (2) equipment (laptops) and election memory pack reader setup in 19 sites on Election Day. Early Voting site equipment setup to be completed prior to Grace Period Voting and/or Early Voting begins and retrieval to be completed after Early Voting ends. Equipment setup on Election Day to begin no later than 10am and completed no later than 5pm ON Election Day in all 19 sites. The Contractor shall supply labor and personnel required to manage the delivery and maintenance of laptops/printers and associated peripherals to Early Voting in accordance with the Bid Documents and Specifications herein.

Cook County Background

Cook County is an urban county in the upper northeastern section of the State of Illinois that contains more than 800 local governmental units within its boundaries. With a population of approximately 5.3 million people, it is the second most populous county in the nation and the 19th largest government in the United States (2005 census statistics).

It is a home rule county pursuant to Article VII, Section 6 of the Illinois State Constitution and is governed by a 17-member Board of Commissioners who are elected from single-member districts. The Commissioners and a County Board President are elected to four-year terms by the citizens of the County.

Cook County contains 128 municipalities in its region, the most well known being the City of Chicago - which is the County seat where the central offices of Cook County are located. The City of Chicago and the suburban municipalities account for approximately 85% of the County's 946 square miles, while unincorporated areas make up the remaining 15%. The unincorporated areas of the County are under the jurisdiction of the Cook County Board of Commissioners.

As mandated by State law, County government has principal responsibility for the protection of persons and property, the provision for public health services and the maintenance of County highways.

Bid posted to the website	9/20/13
Pre-Bid Conference	9/30/13
Proposer Inquiry Deadline	10/2/13
Response to Inquiries	10/4/13
BID OPENING DATE	10/16/13

SPECIAL CONDITIONS

SC-01(A) SETUP/RETRIEVAL SPECIFICATIONS FOR EV SITES/LOCATION EXAMPLES

- Contractor will be provided with locations, site contacts and specific equipment deployment list approximately 60 days prior to Election Day.
- Contractor will be provided all the necessary equipment (laptop, printer) and associated peripherals (eg. power adapter, mouse, laptop carrying case, hubs/switches, network cables, extension cords, surge protectors, etc) necessary for successful setups
- Contractor will pick up all equipment and peripherals from Cook County Clerk's Office prior to setup in the EV sites.
- Contractor is required to deliver and install from two to five or more laptops/printers per site at anywhere between ten and fifty Early Voting sites that are geographically dispersed around suburban Cook County.
- Laptops/ printers installed at each EV site will be tested by contractor's qualified IT personnel and made fully operational at all sites
- Contractor will supply its own maps and routing, vehicles, personnel, supplies and any other materials needed to complete fully functional installation and testing.
- Contractor may need to install hub/switch or wireless hotspot (MiFi) to enable multiple PCs connectivity at the Early Voting sites
- Contractor will work with Early Voting site IT staff (who are not necessarily employees of Cook County) to establish network connectivity to the Internet
- Contractor will complete all setup 2 days before Grace Period Voting begins or by the Thursday before the 1st day Early Voting begins
- Contractor will retrieve all equipment and its peripherals from the EV site when Early Voting ends at a pre-arranged time to be determined by the Clerk's Office
- Contractor will return exact match (make and model) of the equipment and peripherals to the Clerk's Office at a pre-arranged time

SC-01(B) EV Sites Support/Location

- EV sites location stay fairly permanent for every election with minor location changes for each election
- Number of EV sites averages between 40 and 45 sites per election
- Deployment of laptops for each site ranges from 2 to 5 or more depending on election
- There might be 1 or 2 "super" sites with deployment of 10 or more laptops
- Contractor will supply qualified IT technicians to service or replace any equipment (laptop, printer) or peripherals on site at any Early Voting site within 1 hour of receiving a phone call from County Clerk
- Contractor will supply a qualified supervisor with 24/7 access by phone and email.

SPECIAL CONDITIONS

SAMPLE LIST OF EARLY VOTING SITES

April 2013 Election EV Sites

	EV Site Name	Address	City
1	Alsip Village Hall	4500 W. 123rd St.	Alsip
2	Arlington Heights Village Hall	33 S. Arlington Heights Rd.	Arlington Heights
3	Barrington Township Hall	602 S. Hough St.	Barrington
4	Bellwood Village Hall	3200 Washington Blvd.	Bellwood
5	Berwyn City Hall	6700 W. 26th St.	Berwyn
6	Bridgeview Courthouse	10220 S. 76th Ave.	Bridgeview
7	Calumet City Library	660 Manistee Ave	Calumet City
8	Calumet Township Community Center	12633 S. Ashland Ave,	Calumet Park
9	Centennial Park	2300 Old Glenview Rd	Wilmette
10	Chicago Heights City Hall	1601 Chicago Rd.	Chicago Heights
11	Cicero Community Center	2250 S. 49th Ave	Cicero
12	Cicero PSO Building	5410 W. 34th St.	Cicero
13	Des Plaines City Hall	1420 Miner St.	Des Plaines
14	Elk Grove Village Hall	901 Wellington Ave.	Elk Grove Village
15	Elmwood Park Village Hall	11 W. Conti Pkwy.	Elmwood Park
16	Evanston Civic Center	2100 Ridge Ave.	Evanston
17	Faith Family Future Center	16931 S. Park Ave.	South Holland
18	Glenview Village Hall	1225 Waukegan Rd.	Glenview
19	Hodgkins Village Hall	8990 Lyons St.	Hodgkins
20	Hoffman Estates Village Hall	1900 Hassell Rd.	Hoffman Estates
21	Lemont Library District	50 E. Wend St.	Lemont
22	Markham Courthouse	16501 S. Kedzie Ave.	Markham
23	Matteson Village Hall	4900 Village Commons	Matteson
24	Melrose Park Village Hall	1000 N. 25th Ave.	Melrose Park
25	Niles Village Hall	1000 Civic Center Dr.	Niles
26	Norridge Village Hall	4000 N. Olcott Ave.	Norridge
27	Northbrook Village Hall	1225 Cedar Ln.	Northbrook
28	Oak Forest City Hall	15540 S. Central Ave.	Oak Forest
29	Oak Lawn Village Hall	9446 S. Raymond Ave.	Oak Lawn
30	Oak Park Village Hall	123 Madison St.	Oak Park
31	Orland Township Hall	14807 Ravinia Ave.	Orland
32	Palatine Village Hall	200 E. Wood St.	Palatine
33	Palos Heights Administration Building	7607 W. College Dr.	Palos Heights
34	Park Forest Village Hall	350 Victory Blvd.	Park Forest
35	Park Ridge City Hall	505 Butler Pl.	Park Ridge
36	Rolling Meadows Courthouse	2121 Euclid Ave.	Rolling Meadows
37	Schaumburg Public Library	130 S. Roselle Rd.	Schaumburg
38	Skokie Courthouse	5600 W. Old Orchard Rd.	Skokie
39	Skokie Village Hall	5127 Oakton St.	Skokie
40	Stickney-Forest View Public Library	6800 W. 43rd St.	Stickney
41	Streamwood Village Hall	301 E. Irving Park Rd.	Streamwood
42	Whitcomb Building	1311 Maybrook Square, Rm 104	Maywood

SPECIAL CONDITIONS

SC-01(C) SETUP SPECIFICATIONS ON ELECTION DAY FOR 19 LOCATIONS (RDC)

- Contractor will be provided with the 19 locations called "Remote Distribution Centers" or "RDCs", site contacts and specific equipment deployment list approximately 30 days prior to Election Day.
- Contractor will be provided all the necessary equipment (laptops and memory pack reader) and associated peripherals (eg. power adapter, mouse, laptop carrying case, hubs/switches, network cables, extension cords, surge protectors, etc) necessary for successful setups on site on Election Day
- - Contractor is required to begin setup in all 19 locations no later than 10am on Election Day
- Contractor is required to complete setup in all 19 locations no later than 5pm on Election Day
- Contractor is required to attend a training and logistical session (approximately 2-3 hr) on "how to setup and test" the equipment prior to Election Day
- Contractor typically sets up 2 or more laptops and 1 memory pack reader (MPR) in each of the RDC site
- Contractor will supply a qualified supervisor with 24/7 access by phone and email.

SC-01(D) Remote Distribution Center (RDC) Sites

- RDC sites location is permanent for every election consisting of 19 locations
- Each RDC site is managed by a site manager who is typically employed by the Clerk's Office and acts as a liaison between the Clerk's IT team and the Elections Management team during each election equipment setup
- The RDC only exist on and is operational on Election Day and no other days

SPECIAL CONDITIONS

SAMPLE LIST OF REMOTE DISTRIBUTION SITES

Election Day - April 9, 2013 Consolidated General Election

Site	Station Name	Facility
RDC-01	Barrington / Palatine	Rolling Meadows Courthouse 2121 Euclid Ave 2nd Floor Rolling Meadows, Ill
RDC-02	Hanover / Schaumburg	Hanover Township Senior Ctr 240 South Route 59 Bartlett, Illinois
RDC-03	Wheeling	Eisenhower School 700 North Schoenbeck Road Prospect Hts, Ill
RDC-04	Elk Grove	Elk Grove Township Hall 2400 Arlington Hts Road Arlington Hts, Il
RDC-05	Maine	Maine Township Hall 1700 Ballard Road Park Ridge IL
RDC-06	New Trier	Wilmette Jr. High School 620 Locust Road Wilmette, Il
RDC-07	Northfield	Glenview Public Schl Adm Ctr 1401 Greenwood Glenview, Il
RDC-08	Niles	Skokie Courthouse 5600 Old Orchard Road, Rm149 Skokie, Il
RDC-09	Evanston	Evanston Civic Center 2100 Ridge Avenue Evanston, Il
RDC-10	Leyden / Norwood Park	Triton College - East Campus Robert Collins Center 2000 5th Avenue River Grove, Il 60171
RDC-11	Proviso	Village of Melrose Park Gurine Senior Center 900 North 25th Street Melrose Park, Il
RDC-12	Oak Park / River Forest	Brooks Middle School 325 South Kenilworth Oak Park, Il
RDC-13	Cicero / Berwyn / Riverside	Pavek Community Center 6501 West 31st Street Berwyn, Il 60402
RDC-14	Lyons / Stickney	Local 150 Union Hall 6200 Joliet Road Countryside, Il
RDC-15	Lemont / Orland / Palos	Bridgview Courthouse 10220 South 76th Avenue Bridgeview, Il
RDC-16	Worth	Worth Township Hall 11601 South Pulaski Alsip, Il 60803
RDC-17	Bremen / Calumet	Markham Courthouse 16501 S Kedzie Parkway, Rm 238 Markham, Il
RDC-18	Thornton	South Suburban College 15800 South State Street South Holland, Il
RDC-19	Bloom/Rich	Prairie State College 202 South Halsted Street Chicago Heights, Il

SPECIAL CONDITIONS

SC-01(D) Definitions

- **Early Voting (EV)** – refers to enabling voters with proper credentials to vote 2 weeks before Election Day. It begins on the Monday 2 weeks prior to Election Day and ends on Saturday prior to Election Day. This is subject to change
- **Grace Period (GP) Voting** – refers to enabling voters to register and vote before Election Day. It begins the day after voter registration closes, typically 27 days before Election Day and ends on Saturday prior to Election Day. It is conducted in the majority of Early Voting sites
- **EV Sites** – refers to designated sites determined by the Clerk's Office to conduct Early Voting/Grace Period Voting.
- **Equipment** – refers to laptop, printer, memory pack reader (MPR) not necessarily limited to laptop and printer
- **Peripherals** – refer to any items required to establish connectivity between equipment and internet
- **RDC** – Remote Distribution Center, sometimes also known as Receiving station is a site where it is manned by a site manager, typically employed by the Clerk's Office to handle distribution/receipt of elections materials geographically on Election Day. The Clerk's Office have 19 RDC sites and will only exist and be operational on Election Day
- **MPR** – Memory Pack Reader, a device where it reads a customized election results media

SC-01(E) Tentative Election Calendar

This BID applies to eight (8) elections and extends from February 1, 2014 through April 30, 2017. The specific dates of elections listed below are subject to change.

2014: Gubernatorial Primary Election: March 18, 2014
Gubernatorial General Election: November 4, 2014

2015: *Consolidated Primary Election: February 24, 2015
Consolidated Election: April 14, 2015

2016: Presidential Primary Election: March 15, 2016
Presidential General Election: November 8, 2016

2017: *Consolidated Primary Election: February 28, 2017
Consolidated Election: April 11, 2017

- In Consolidated Primary Election, number of EV sites is usually less than 10 and may not necessarily need the services of Contractor

SC-02 CONTRACT PERIOD

This is a contract effective for thirty-nine (39) months after award by the Board of Commissioners and after proper execution of the Contract Documents.

SPECIAL CONDITIONS

SC-03 AWARD OF CONTRACT

The contract shall be awarded to the lowest responsible and responsive bidder whose bid meets the requirements and criteria set forth in the Request for Sealed Bid. All items, unless otherwise stated, will be assumed to meet all specifications and requirements as set forth in the Request for Sealed Bid. Ambiguous bids which are uncertain as to terms, delivery, quantity, or compliance with specifications may be rejected or declared non-responsive. The County shall be sole determinant of the relevant and appropriate cost factors used in evaluating any Base, Options and/or Alternate bids. Bidders must quote all lines for consideration. It is the intent of the County to award this bid in whole and not in part. Only one award will result from this bid.

SC-04 MBE/WBE REQUIREMENTS FOR THIS CONTRACT

The bidder shall have a subcontracting goal of not less than twenty-five (25%) percent MBE and ten (10%) percent WBE of the awarded contract price for work to be performed.

The bidder must comply with the County's MBE/WBE participation requirements. The County has issued

MBE/WBE goals this Project. The bidder shall submit with its Proposal, an MBE/WBE Utilization Plan indicating how it proposes to meet these goals. If the bidder has not met the goals or made good faith efforts to meet the goals, the bidder's response will (may) be deemed nonresponsive and will not be considered for award.

Certified MBE/WBE bidders may count their own participation, however, a female firm certified as M/WBE or W/MBE may be counted towards the MBE or WBE goal, but not both. (Designations cannot be changed after submission of the compliance plan.)

Unless otherwise specified in the Bid Documents, for purposes of this contract, the contract amount is the total bid amount that has been entered on the Proposal Page of the Bid Documents.

SC-05 SERVICE LOCATION

RDC Sites and EV Locations
All services shall be performed at: EV Locations and RDC Sites (see sample listing in section SC-01)

SC-06 PRE-BID CONFERENCE/SITE INSPECTION

The County will hold a Pre-Bid Conference and Site Inspection at the 118 N. Clark Street, Bid and Bond Room, Suite 1018. Representatives from the Procurement Department and the Cook County Clerk's Office will comprise the panel to respond to answer any questions regarding COMPUTER EQUIPMENT SERVICES--EARLY VOTING AND ELECTION DAY COMPUTER EQUIPMENT SETUP and Invitation to Bid procedures. It is not mandatory that THE bidders attend

this Pre-Bid Conference/Site Inspection, however it is highly recommended. Prospective Proposers must respond to to Renee Milton at (312) 603-5818 or e-mail renee.milton@cookcountyil.gov on or before with firm's name and number of attendees. A maximum of two (2) representatives from each firm may attend the Pre-Bid Conference.

DATE: **September 30, 2013**

TIME: **10:00 A.M.**

PLACE: **118 N. Clark Street, Bid and Bond Room, Suite 1018**

SC-07 INQUIRIES

A copy of any written request for interpretation of documents shall be provided to the Office of Chief Procurement Officer at the address set forth below.

Inquiries about the interpretation of the Specifications must be made only in writing and shall be directed to the Chief Procurement Officer. Inquiries will be answered in writing, if deemed necessary, by means of an Addendum issued by the Office of the Chief Procurement Officer. (Reference Instructions to Bidders, Section IB-04 "Exceptions", Page IB-2). **Inquiries must be received no later than 5:00 p.m. on October 2, 2013. Inquiries will be answered by the close of business on October 4, 2013.**

During the bid process, all inquiries must be directed, in writing, only to the Office of the Cook County Purchasing Agent as follows:

Shannon E. Andrews
Cook County Chief Procurement Officer
c/o Renee Milton, Senior Contract Negotiator
118 N. Clark Street, Room 1018
Chicago, IL 60602

Contact Info for Senior Contract Negotiator:
Renee Milton: (312) 603-5818, renee.milton@cookcountyil.gov

SC-08 NOTIFICATION

Do not service until notified by using department.

SPECIFICATIONS

SC-09 SPECIFICATIONS

This document solicits bids for (1) equipment (laptops and printers) setup/retrieval and technical support services in Early Voting sites throughout suburban Cook County prior to Election Day and (2) equipment (laptops) and election memory pack reader setup in 19 sites on Election Day. Early Voting site equipment setup to be completed prior to Grace Period Voting and/or Early Voting begins and retrieval to be completed after Early Voting ends. Equipment setup on Election Day to begin no later than 10am and completed no later than 5pm ON Election Day in all19 sites. The Contractor shall supply labor and personnel required to manage the delivery and maintenance of laptops/printers and associated peripherals to Early Voting in accordance with the Bid Documents and Specifications herein.

HARDWARE/PERIPHERALS

Hardware/peripherals	Brand Model
laptop	Dell Latitude 3330
Laptop	HP Mini 1104
Printer	Brother DL700
Hub	8-port workgroup switch
HotSpot	Verizon MiFi 4S10L/4620L
Reader	This is a specialty election media reader

SC-10 MANDATORY REQUIREMENTS

The following must also be included with bid response in order to be considered. Any bid response not containing the following required documents will be rejected.

1. A complete description of the company's service organization.

   Response: See attached Company & Services Overview

2. Description of the location(s) and content of their company's spare inventory and logistics centers.

   Response: Sentinel has a Purchasing Department whose responsibilities include procuring the necessary parts and supplies required during the maintenance process. It is Sentinel's goal to have 99% of all required parts stocked and available locally. Sentinel's Purchasing Department procures parts on-line from Ingram, Tech Data, El Camino, IBM and various OEM's ensuring same day (IBM mainframe) or next day parts availability in an out of stock situation. Additionally, Sentinel has over 3500 different parts vendors that may be utilized in the procurement process.

   Since Sentinel is a regional service provider, approximately 95% of its parts are located in the immediate service area of Cook County. Sentinel's primary parts facility for the Chicagoland area is located at its Corporate Headquarters in Downers Grove. Approximately forty percent (40%) of Sentinel's one million inventoried parts are located in this facility. The remainder of Sentinel's parts inventory is located at remote parts locations throughout the Chicagoland area. Downers Grove is the parts hub for these remote parts locations and is staffed 24 hours per day, seven days per week.

SPECIFICATIONS

Sentinel's parts philosophy is to strategically distribute parts in the highest concentration of service call activity. Sentinel has Parts Centers located in the Chicago loop 39 S. LaSalle and Park Ridge, Illinois, which help to supplement the service call activity in the Chicago metropolitan area.

Sentinel's downtown parts office (DTO) is staffed Monday through Friday during prime shift with a full time parts coordinator and a bench technician. Sentinel's DTO serves as the primary parts feeder for its Chicago loop Customers.

Sentinel has a fleet of parts vehicles that deliver parts from Downers Grove to these parts locations and major Customer account locations. Sentinel has two (2) regularly scheduled deliveries to its DTO at 8:30 AM and 1:00 PM daily, Monday through Friday. Therefore, any non-critical part out of stock downtown, if ordered before noon, would arrive at 1:00 PM the same day. Any non-critical part ordered after noon would arrive at approximately 8:30 AM the following morning. (IBM mainframe critical parts would be immediately delivered to the site or purchased at IBM's Parts Center (DPSL) located at 231 S. Jefferson Street in Chicago).

Sentinel's parts tracking system establishes minimum/maximum parts levels based upon historical parts usage with the account. At minimum levels, parts are automatically re-ordered by Sentinel's system and delivered to the site. Critical parts can also be designated by the system as such, and will automatically be re-ordered as they are used.

3. Description of the company's escalation procedures.

   Response: See attached Escalation procedures

4. Identity of the company's key personnel who will coordinate with the Clerk's IT staff and each Site Manager. Include experience and training that will be responsible for providing on-site coverage and telephone support when required.

   Response: Sentinel will have one assigned services manager, an area coordinator, and a project manager assigned to each election. The engineering team will consist of one lead engineer and six PC technicians with at least 5 years' experience. Sentinel will utilize our 7/24 hour support center to manage and respond to all reported calls during the election period. Designated engineers knowledgeable of the Clerk's election configurations will be available via phone or on-site to support all end users.

5. Three (3) current customer references with name, address, contact information with current Telephone number that can validate past experience and performance relating to similar maintenance.

   Reference #1:
   Cook County Clerk's Office
   69 W. Washington St. 5th FL
   Chicago, IL 60602
   POH P'NG
   CIO
   (312) 603-0985
   p.png@cookcountyil.gov

Reference #2:

City of Joliet
150 W. Jefferson Street
Joliet, IL 60432
Scott Kinsella
CIO
(815) 724-3936
skinsella@jolietcity.org

Reference #3:

Advocate Health Care
1400 Kensington Road 2nd FL
Oak Brook, IL 60523
Petar Ivanovich
Mgr. of Information Services
(630) 575-3458
petar.ivanovich@advocatehealth.com

6. Available service options (specify whether included in bid rate or available for an extra charge).

   Response: See attached optional Sentinel Monitoring Overview, not included.

7. Description of the company's procedures for acquiring and installing Field Change Orders.

   Response: Sentinel will have an assigned project manager for each election setup to ensure overall project success and timeliness. The project manager will be responsible for initiating and or gaining acceptance of all field change orders. Any changes to the original project statement of work or additional cost will require customer signature via a (PCR) Project Change Request.

Project Management

Sentinel is committed to producing high quality results as efficiently as possible for our customers. This is why we have embraced professional project management as the cornerstone of every project we undertake.

Sentinel's approach to Project Management incorporates a unique blending of both Strategic and Tactical monitoring and control techniques thus realizing the "how" of the work we perform. We have achieved this via formal planning techniques and sophisticated virtualized work-flows - "Guides to Assembly" which are real mechanisms that help guide project participants through communication channels and work assignments in order to realize task sequence, manage risk, and avoid re-work.

Sentinel's Enterprise Project Management Organization has a large core of PMP certified project managers who work with our customer and the assigned Sentinel technical project team to ensure we deliver on our promise. Our PM's have the professional certification and a strong technical background necessary to provide the management and guidance required to keep projects on time and on budget. Sentinel's EPMO utilizes tools such as Microsoft SharePoint Portal and Organizational Project Management Maturity Model (OPM3) along with basic blocking and tackling around issues like defects, root cause analysis and risk mitigation to deliver optimum results.

SPECIFICATIONS

For projects requiring project management (typically 80+ hours of technical services), Sentinel will adhere to the following guidelines.*

Introduction Call
Within 2 days business days of PMO notification, a Sentinel Project Manager will contact you for an introduction and to answer any questions you might have.

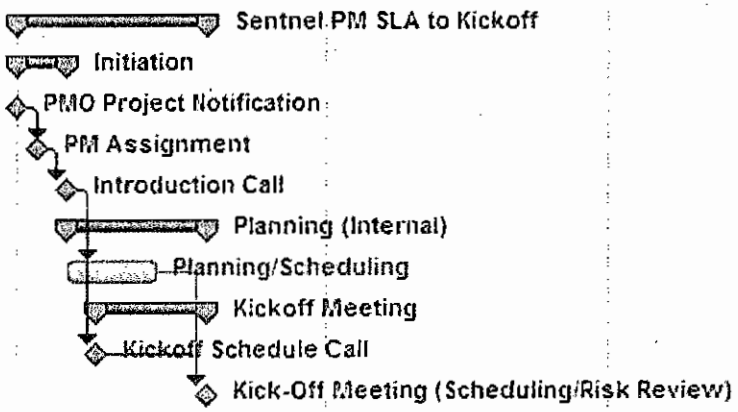
Schedule External Kickoff
Within 3 business days of the introduction call, the Project Manager will call again to arrange a time and date to set up an initial "Customer Kickoff" meeting with you and your Team.

(Between the Introduction Call and the subsequent Kick-Off Meeting, Sentinel assembles the project team for a Internal Kickoff or formal review of the project's characteristics, inherent risks, and to perform formal planning and scheduling.)

Kick-Off Meeting (Customer Site)
10 business days from the Introduction Call, the Customer Kick-Off will be held at the customer location.
The purpose of this meeting:

- Acceptance of Initiation Documentation, Risk Review and Top Down Structured Planning (TDSP)
- Walk though (if needed depending on Solution purchased)
- Scheduling of Blueprint Meeting (s)

As a result of this session, a detailed (final) work schedule (MS Project) will be created and used to track and control the project. Once the schedule is complete and resources are scheduled the Design phase can commence.



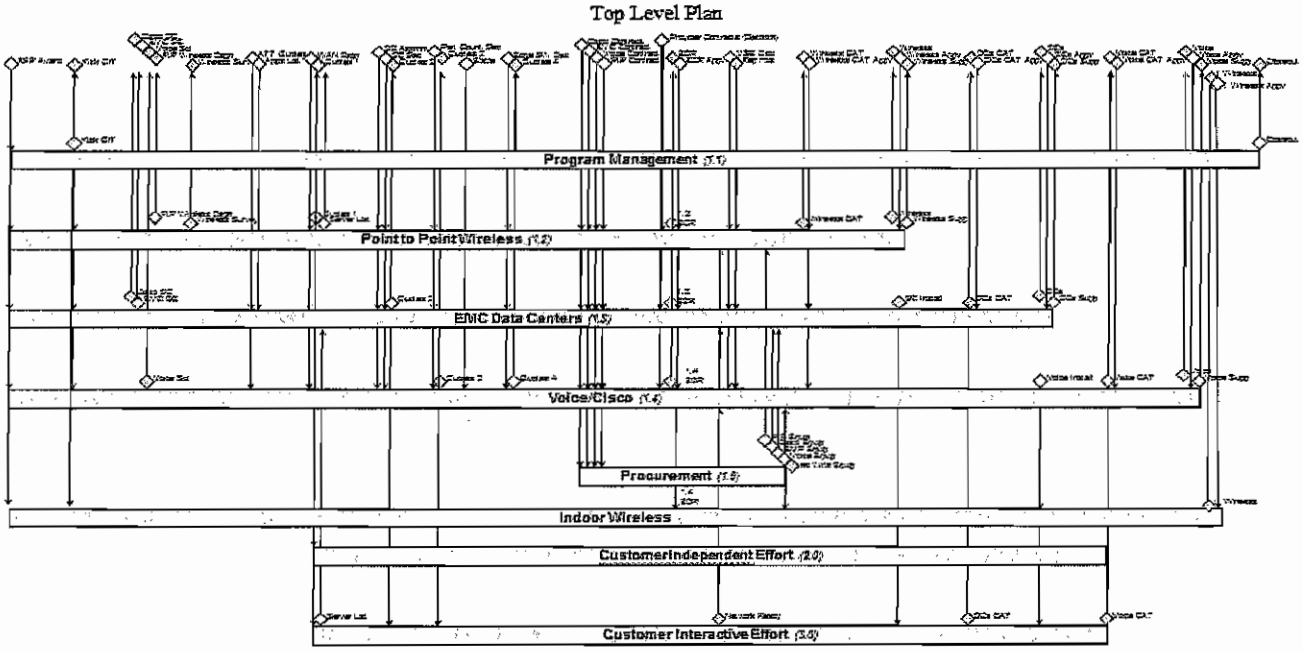
*Depending on the size and complexity of the project, planning sessions and the subsequent creation of schedules and other administrative project management artifacts such as risk plans, communications plans, and resource scheduling, can extend out from the intervals shown above.

*Project Management process may be customized based on factors such as project size, urgency or complexity.

- Project Management Approach
  - Sentinel's project management approach centers around three foundational pillars of best practices: planning, scheduling, and risk. The Sentinel project manager is trained in a unique formalized method of project planning which is called Top Down Structured Planning (TDSP). TDSP assists the PM in facilitating planning discussions by employing the use of nested diagrams. These diagrams provide a visual representation of dependencies between work, external events referred to as Inbound deliverables, and products for external consumption, referred to as Outbound deliverables. Once these TDSP charts are agreed upon (as a product of planning sessions) the technique further realizes efficiencies by facilitating the creation of schedules via the planning charts. Sentinel's PMO mandates that schedules (as you will see below) are predictive in nature and must be accurate forecast models. By using quality "filters" within the scheduling tool the PM maintains the schedule's forecast accuracy by managing the integrity of the dependency network within the schedule. Sentinel does not "target date" the schedule, meaning dates are not forced to a deadline. Instead, Sentinel uses a combination of baselines, deadlines, and milestones in the form of inbound and outbound deliverables to aid in understanding and managing to date deadlines. Using another custom built tool, PM's can easy view the critical path ***to any point within a schedule***. This allows the PM to manage to a shorter horizon of deliverables and determine what work is required to produce a deliverable. The "traceback " critical path is a very powerful technique for staying on schedule.

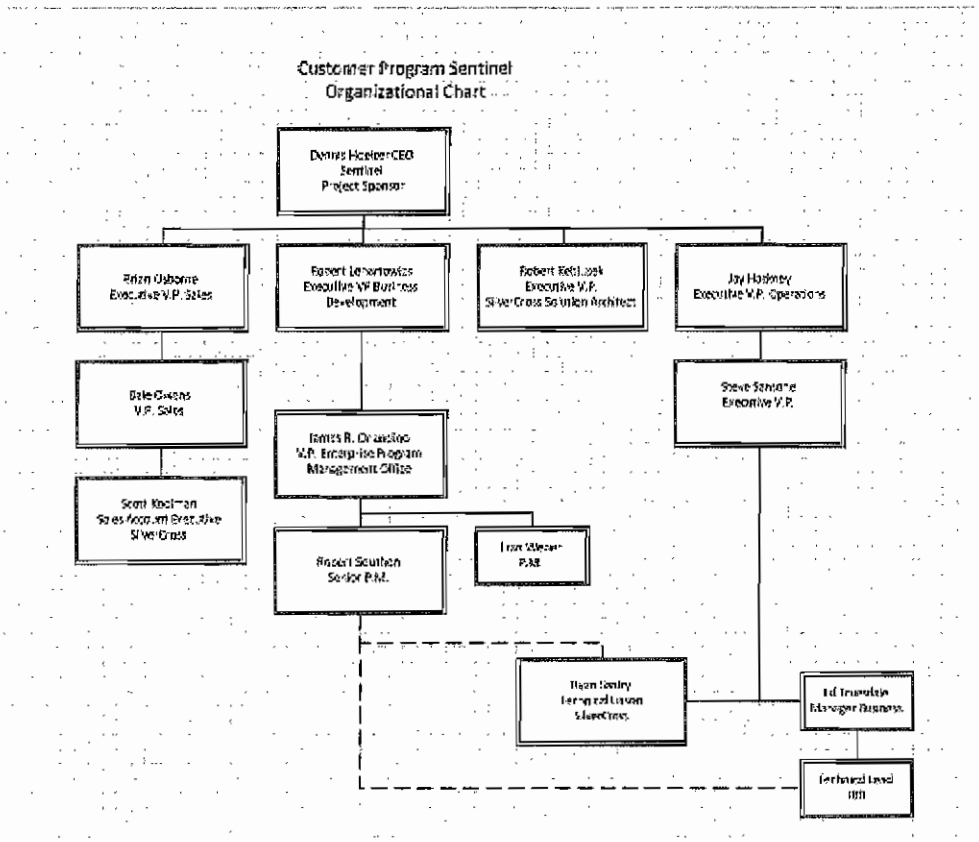
    Schedules are maintained and stored centrally within a project server and status of the project is reviewed internally on a weekly basis with executive Management and also in separate customer review meeting. Risk and issues are identified and rated using standard risk management techniques employing impact, probability and exposure ratings. However, Sentinel's PMO outlines a technique where risk mitigation work is identified in the schedule and tracked as project work. Mitigations are reviewed weekly along with determining if new risks have come to bear and if other's exposure ratings have lowered below threat level. By using formal planning, rigorous predictive scheduling and aggressive risk management, Sentinel brings a solid method of approach to Project Management that keeps all parties aware of status by focusing on discrete sets of deliverables, the work required to produce each deliverable, and the mitigation of risks through formal tracking of mitigation work to leverage a successful project result.

    TDSP Sample:



- Identification of Project Manager
  - The Project Manager (PM) is chosen from a staff of PMI certified (PMP) project managers. The selection of a PM involves considering the technology involved (skill match), the complexity of the project (the need to integrate various technologies), and the PM's availability. Once the PM is chosen they remain with the project for its entire duration. The PM reports directly to the Project Management Office.

- Organization and Responsibilities
  - Although every project is unique, Sentinel follows best practices as described in the Project Management Institute's (PMI) Project Management Body of Knowledge (PMBOK). Consistent with these practices, in regards to organization and responsibilities, Sentinel's PMO mandates the use of a formal communication plan for all projects. Outlined in this document, the project organization and the responsibilities of various resources are identified. This also includes customer and vendor participants. Depending on the scale of the program/project, Sentinel will assign a Program Manager who oversees the activities of various PM's assigned to either a collection of projects or who are part of a group of specialized PM's (Construction PM, Infrastructure PM, etc.). This helps ensure project governance and standards compliance and this then results in a more consistent customer experience in regards to project management.
  - Sample Org Chart:



- Overall Program Schedule
  - As noted above, if an undertaking is considered a program, the task of scheduling becomes a more involved set of activities. Assembling sub-schedules into a master schedule is more than just mechanically assembling (via a tool) sub-schedules into one file and viewing them as a single schedule. In fact, integrated scheduling is a very involved and formalized process at Sentinel. First, as described above, TDSP is also perfectly suited to scale to a program perspective since dependencies are at the heart of the technique. Viewing and planning a program of course, must be done as a top down exercise. As the planning exercise continues to decompose to lower levels combined with using a product oriented work breakdown structure (WBS), what emerges is an easy to understand "picture" of the program and its constituent sub-components. Translating this into schedule artifacts is straightforward as it follows the same transposition as done with a single project . Sentinel harnesses the power of its central project server, integrating sub-schedules into a master schedule. Here we can still trace-back critical paths, now though, we can see paths cross bridges and thread through sub-schedules. We can then "see" and also forecast impacts across sub-schedules.

    Incidentally, the sub-schedules can be "owned" by different responsible parties by checking them out of the server and checking them back in as needed. Simple quality check techniques allow Sentinel to verify that inter-project dependencies have not been altered or target dated. This allows the Program Manager to rest assured the integrated schedule he is using to make decisions is in fact a high integrity artifact.
    Variance off of baseline can easily be looked at via impacts to deliverables (outbound events). Work that is producing deliverables across sub-projects can be isolated and decisions can be

made as how to minimize the impact. Through, planning, mechanical "tool" techniques, and deliverable/product oriented WBS structures, Sentinel can effectively manage large scale programs.

- Documentation Delivery Schedule
  - Documentation comes in two flavors. First, project documentation which includes Scopes Of Work, Communication Plans, Schedules, Risk and Issues lists, Project change requests (PCR), Test and Acceptance Docs and Closing Docs, are produced on a weekly frequency. (However certain artifacts are produced at logical junctures, such as a fully "baselined" scheduled is produced after designs are signed off and prior to getting underway. PCRs as needed, Communication Plans at Kick-off, etc). The second type of doc that is produced is germane to the unique project at hand. As an example, wireless projects would produce heat map surveys which are part of the assessment/survey activities. Voice over IP projects would create call flow documentation as part of a design exercise and customer reference artifact. Documents are recognized as "deliverables" and are itemized within the schedule.

- Sub-Contractor Management
  - Sub-contractor management, on the legal end of the relationship, involves the signing of a master services agreement. Verbiage involving progress payments, if applicable, etc. would be present in this document.
  - Regarding Project/Program Management , depending on the situation, vendors may be included as Sentinel owned and controlled resources and their tasks represented within a schedule as such (if we have binding contractual control over their resources, work, and payments). If the situation presents itself as a true external vendor where the production of their deliverables cannot be controlled or affected (other than by progress payments), then those deliverables would be represented as "inbound" deliverable external to the project yet, through dependency representations within the schedule, impact the start or completion of downstream work. The tracking of these inbounds, slippage to commitments, and the resulting downstream impact to work within the floating schedule is a key status review concept and technique for Sentinel project managers.

- System Integration Plan/Overview
  - System Integration topics and solutions are typically addressed in the Design document. Project planning will translate design document requirements into discrete deliverables. The integration of systems will be represented by dependencies between work packages that are producing each deliverable. Beyond mere schedule precedence relationships, Design documents can articulate an architectural based approach which include "as-is" and "to-be" diagrams.

- System Installation and Cut-Over Plan
  - Installation and cutover plans are represented within the schedule and depending on the nature and complexity of the project, checklists, sign-offs, formal test and acceptance customer sign-offs may all be employed to ensure meeting expected results. The PM oversees all of these activities and is responsible for surprise free events by employing detailed scheduling of activities that will occur during these phases.

- Procurement Plan (Purchase Deadlines for Hardware, software, and services)
  - Hardware Lead times, licenses etc. are all represented as inbound events into the schedule. (See Schedule evaluation and control section below).

- Schedule evaluation and Control
  - As noted above, the core concepts surrounding schedule evaluation and control are:
    1. 100% dependency connected floating schedule
    2. Review critical paths to near term deliverables.
    3. Represent risk mitigation work within the schedule.
    4. Inbound deliverables are in fact milestones that drive downstream work via the dependency network. Forecasted dates are a result of inbound deliverables commitments and the resulting impact on downstream dates. Should inbound events slip or are suspect to slipping, simple" what if" scenarios can be produced using features within the scheduling tool to review downstream impacts to inbound events slipping.

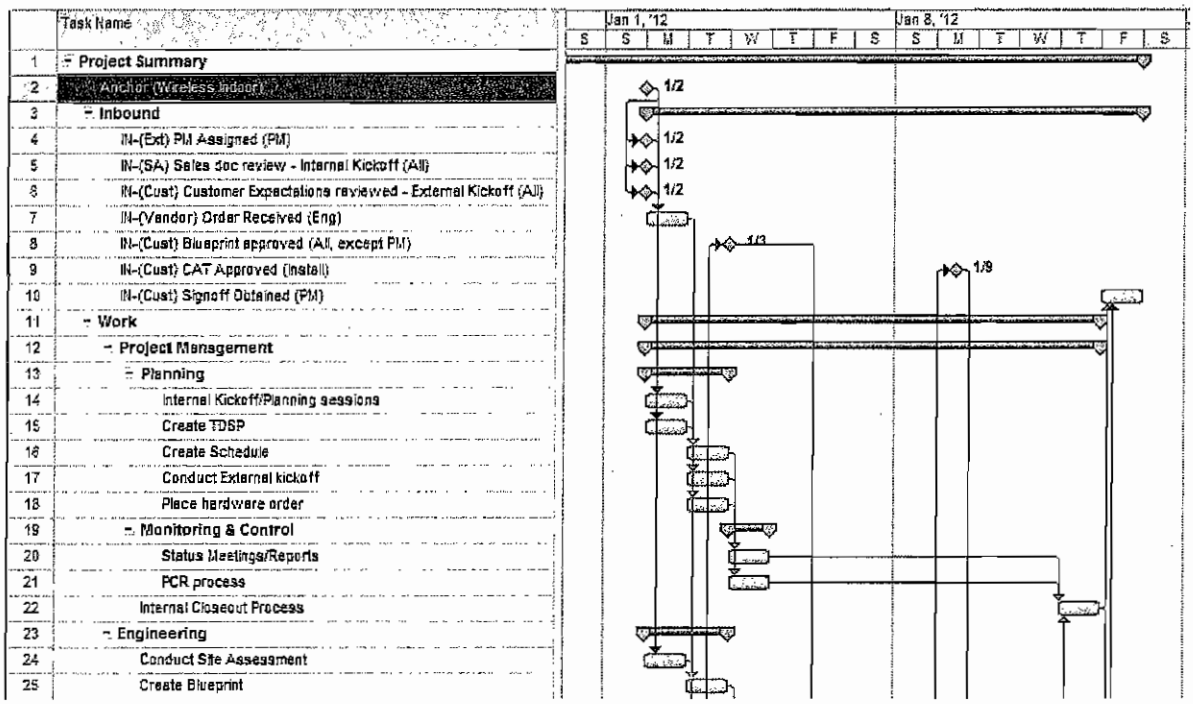
- Risk Identification and Mitigation
  - Risk Identification and mitigation follows a best practices model where risk is assessed internally during planning sessions. Risks are identified, given an Exposure rating in terms of probability and impact metrics. Exposure ratings above a certain threshold are then deemed candidates for mitigation plans. Each risk is then associated with a formal mitigation plan and work that represents that mitigation is embedded in the schedule and is worked and tracked like all other work. This guarantees that the mitigation(s) get the attention and focus required to address the exposure. On a weekly basis, risk mitigation work is reviewed, Exposure ratings are re-evaluated, and mitigations are deemed either effective or ineffective and the mitigation is discarded and replaced if necessary and/or Exposure ratings are lowed. Exposure rating trends are reviewed with the customer on a weekly basis. New risks are also identified and rated in a continuous cycle of analysis and evaluation. These risk evaluations are accomplished with customer involvement. Collaboration and joint risk mitigations are necessary elements of successful project engagements.

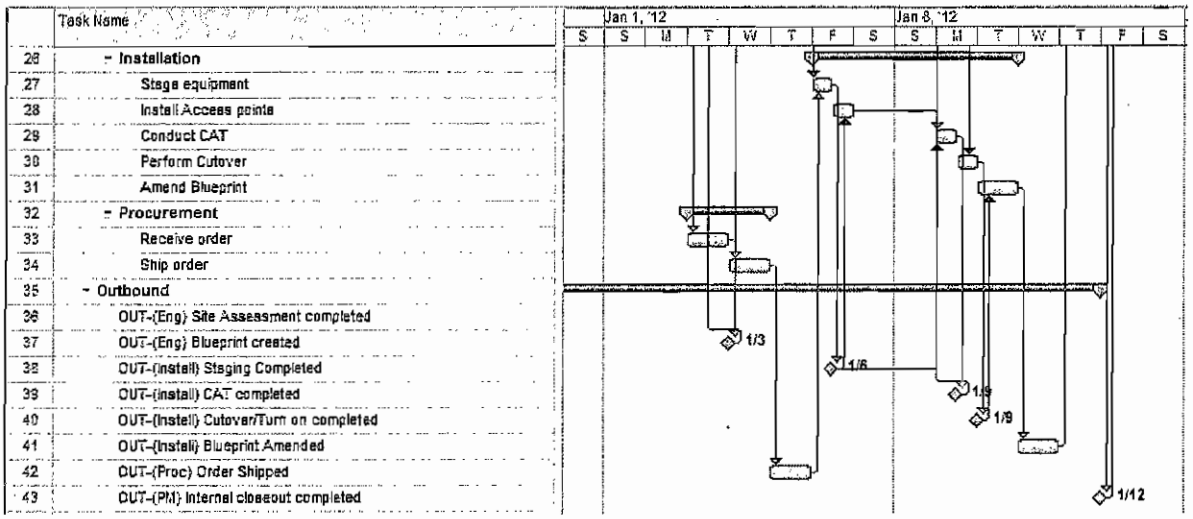
- Project assumptions
  - Sentinel stores project artifacts in what we call a project workspace. If necessary, customers are given access to areas of the workspace in order to facilitate document management , access to project status reports, etc. In addition to a formal Scope of Work created during the sales process, where project assumptions are embedded, as the design progresses, more is known at a greater level of detail. New assumptions and directives may come into play. Sentinel uses informational project change requests (PCRs) to record and clarify assumptions and directives. PCRs are signed off by the customer and stored in a specific folder for later review and retrieval.

- Milestone Payment Monitoring and Forecasts
  - Typically Sentinel's payment model as related to project activity, specifically payment for equipment is as follows:
    - The customer is invoiced for 50% of the equipment costs at the signing of the deal. Once equipment is received at Sentinel's warehouse the remaining 50% is invoiced.
  - Regarding Services: Since Deals are negotiated at a fixed price, Sentinel on a monthly basis, prorates services invoices by using a % complete multiplier (derived from the schedule) provided by the PM.
  - In addition if there are out of scope services and/or equipment, a PCR is created and signed off. These will be invoiced in addition to the fixed billing calculation.
  - Sub-Contractors/Vendors: All agreements to vendors and subs-contractors can have unique elements. However, a general rule is as the work is tested and accepted by the customer, Sentinel will render payment to the sub.

SPECIFICATIONS

- Specifications and Drawing Trees.
- Gantt Chart (Example -Indoor Wireless Install)





8. **Description** of the company's hardware diagnostic **capabilities.**

Response: Sentinel is an authorized service provider for HP, Dell, Cisco, EMC, NetApp, and utilizes the manufacturers best practices diagnostic tools for troubleshooting, along with our own knowledgebase of experience.

sentinel

Sentinel Technologies, Inc.
2550 Warrenville Rd.
Downers Grove, IL 60515
630.769.4300

Project Change Request (PCR)

Customer Account:	Project Name:
Customer PO (Please Enter):	Deal #:
PCR Date: 5/16/2013	Project Change Request #:

Total Cost of Project Change (Plus tax and shipping when applicable)	$ 0

Project Change Description:

Note: *This is not an invoicing document or a credit memo. This is a listing of changes that will be applied to the project specified above.*

Signatures

Customer		Date:	
Sentinel		Date:	

sentinel

Sentinel Technologies, Inc.
2550 Warrenville Rd.
Downers Grove, IL 6D515
630.769.4300

Project Change Request (PCR)

Customer Account:	Project Name:
Customer PO (Please Enter):	Deal #:
PCR Date: 5/16/2D13	Project Change Request #:

Total Cost of Project Change (Plus tax and shipping when applicable)	$ 0

Project Change Description:

Note: *This is not an invoicing document or a credit memo. This is a listing of changes that will be applied to the project specified above.*

Signatures

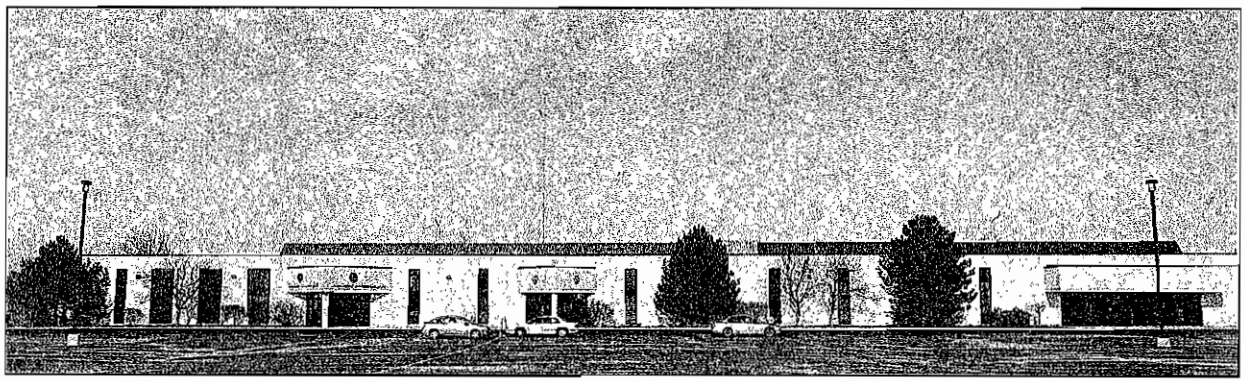
Customer		Date:	
Sentinel		Date:	

Sentinel Technologies Overview

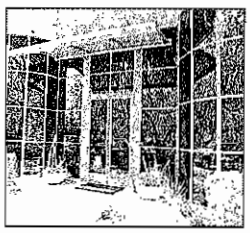
Since 1982, Sentinel Technologies has been recognized as a premier business technology services provider dedicated to delivering the highest quality customer service and support. Even as our services have spanned generations of technology, Sentinel has stayed at the forefront of IT developments and maintained a singular focus on providing practical and innovative solutions. With single-source accountability, Sentinel processes and teams can efficiently address a range of IT needs - from end-to-end solutions to targeted applications. Our proven success has allowed us to expand from our original charter of providing technology maintenance services to our current standing as one of the leading IT services and solutions provider in the U.S.

Sentinel provides our customers with the complete solution*: vision, design, product, implementation, documentation, and support*. With six independently managed offices in Chicago, Milwaukee, Phoenix Az., Ann Arbor and Grand Rapids, Michigan and Springfield, Illinois, we service our customers both nationally and internationally. By aligning with many of today's global technology leaders including Cisco, Microsoft, EMC, NetApp and VMware, Sentinel solutions achieve tangible results.

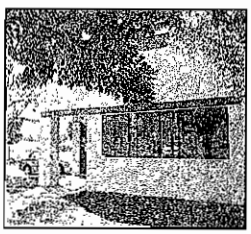
When it comes to achieving a tangible ROI and sustainable performance from your IT environment, Sentinel stands apart!



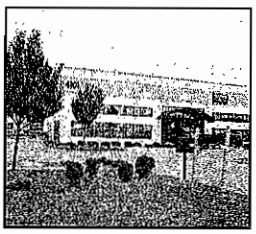
Sentinel Technologies Headquarters Facility – Downers Grove, Il.



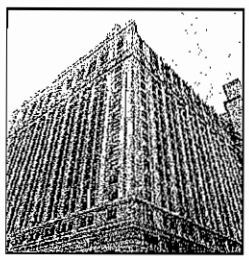
Sentinel Arizona
Phoenix



Sentinel Michigan
Ann Arbor

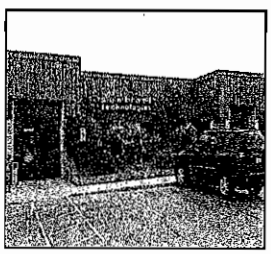


Sentinel Michigan
Grand Rapids



Sentinel Illinois
Downtown Chicago

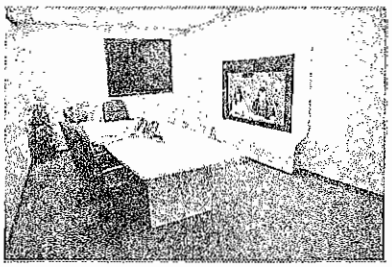
Sentinel Central Illinois
Springfield

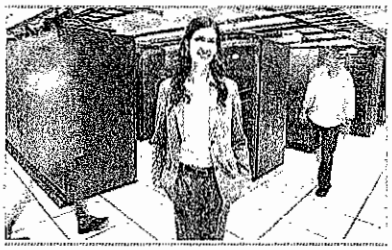


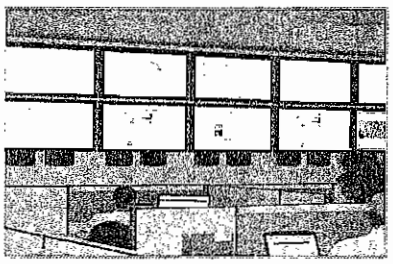
Sentinel Wisconsin
Wauwatosa

Sentinel Core Solutions

Highly skilled Sentinel teams provide technology products and solutions in three core segments: **Communications technologies; Data Center/Cloud; and Outsourced / Managed Solutions.**







Communication Solutions

- Unified Communications
- Indoor/Outdoor Wireless
- Unified Contact Center
- Collaboration tools
- Tele/Video/Web Conferencing
- Digital Signage
- Physical Security

Data Center and Cloud Solutions

- Cloud Based Solutions
- Virtualization–Network/Desktop
- Backup/Recovery/Archiving
- LAN / WAN Core Infrastructure
- Network & Security Assessment
- Network, Email, and Web Security
- Data Center Design

Outsourced/Managed Solutions

- Fully Managed Solutions
- System Monitoring and Support – Network, Server, Application, VoIP
- Supplemental Staffing
- Maintenance and Support Contracts
- Sentinel HANS™, HANS™ +, and HANS™ with PSS
- Managed Outdoor Wireless Connectivity

Our Capabilities

Sentinel provides our customers with the complete solution: vision, design, product, implementation, documentation, training, and support.

Sentinel's services span the range of business verticals in mid-market, upper mid-market and enterprise level organizations. Companies in the **Healthcare, Financial / Banking, Government / Education, Legal, Utilities, and Manufacturing** verticals have taken advantage of Sentinel's ability to take either full responsibility or act as a supplemental contributor to our customer's business technology initiatives.

Sentinel offers customers an attractive alternative to provide network designs and assessments, project deployments and remedial support services. Sentinel's large service staff (400 – 500 employees), multitude of OEM certifications, a 24/7 Customer Care Center and a professionalism and commitment to service excellence act in combination to ensure a successful engagement.

Our Valued Partners

Sentinel recognizes that the quality of our solution partners directly affects the quality and value of the solutions we deliver to our customer. Our strategy is to partner with the best in the industry and obtain the highest level of certification available from all our key partners which in turn enables us to buy at the best price available. This ensures that we not only have the technical and business expertise to deliver on our promise but we can do so in the most cost-effective manner possible.

Sentinel is proud to maintain the following organizations as our strategic business partners.

Key Partner Certification Levels

Microsoft GOLD CERTIFIED Partner

Cisco Gold Partner

vmware PARTNER Enterprise Solutions Provider Infrastructure Virtualization

EMC² where information lives

NetApp Gold Partner

Valued Partners

CITRIX PARTNER Gold Solution Advisor

APC by Schneider Electric

Elite Partner hp

VCE THE VIRTUAL COMPUTING ENVIRONMENT COMPANY

BridgeWave COMMUNICATIONS

DragonWave

Redline communications

Exalt

syncsort

SONY

solarwinds

Our Clients

GOVERNMENT

Chicago Housing Authority
Chicago Transit Authority
City of Ann Arbor
City of Joliet
City of Naperville
City of Phoenix
City of Rockford
Cook County
DuPage County
Genesee County
Gila River Indian Community
State of Illinois
Tohono O'Odham Gaming Ent.
Village of Downers Grove
Village of Huntley
Village of Palatine
Village of Wheeling

EDUCATION

Ann Arbor Public Schools
Arizona State University
Champaign CUSD 4
Chicago City Colleges
Chicago Public Schools
Chippewa Valley Schools
Eastern Illinois University
Glendale School District
ITT Technical Institute
Joliet Junior College
Kalamazoo College
Loyola University Chicago
Perspectives Charter Schools
Roosevelt University
Schaumburg SD 54
University of Chicago
University of Michigan

HEALTHCARE

Access Community Health
Advocate Healthcare
Alatrium Institute
DuPage Medical Group
Cancer Treatment Centers of Amarica
Cook County Hospital
Children's Memorial
Gila River Healthcare Corporation
Hospice of Northeastern Illinois
Midwest Palliative & Hospice CareCenter
Northwestern Memorial Hospital
Passavant Area Hospitals
Resurrection Healthcare
Rush Presbyterian St. Luke's Hospital
Sarah Bush Lincoln Health Center
Silver Cross Hospital
University of Wisconsin Hospitals

MANUFACTURING

Agro-Culture Liquid Fertilizers
AM Castle
Amcol
Chamberlain Group
Chicago Bridge and Iron–CB&I
Danfoss Inc
Gardner Denver Inc.
Komatsu Corporation
Kohler Co.
Kone
Nalco Company
Panduit
Rustoleum Corporation
Steelcase, Inc.
Tate & Lyle
Tenneco Automotive

BANKING & FINANCIAL SERVICES

ABN Amro
Acquity Group
American Express
Banco Popular
Chicago Trading Company Holdings
Citibank
Euclid Insurance
First Analysis
First Midwest Bank
Fortune Brands
Michigan State Univ. Federal Credit
OptionsXpress
Optiver
PPM America LLP
Wheels, Inc.

RETAIL

Art Van Furniture
Apothecary Shop Inc.
Brookfield Zoo
Capital Fitness
Casino Arizona
Coinstar
Crescent Crown
Dot Foods
East Bank Club
Field Museum
Koch Foods
National Van Lines
Personalization Mall.Com
Redbox Automated Retail
SC Johnson & Sons Inc
Sears

UTILITIES

Arizona Electric Power Cooperative
Central IL. Water, Light and Power
City Water Light & Power–Springfield, IL
Exelon
We Energies–Wisconsin

PROFESSIONAL SERVICES

Acxiom Corporation
A.J. Gallagher
AT Kearney
Duff and Phelps, LLP
HPR Partners
Locke Lord Bissell and Liddell
Mayer Brown Rowe & Maw
Reyes Holdings
Schiff Hardin LLP
Unitrin Data Systems
Videojet
Zenith Administrators

REAL ESTATE

Ambitech Engineering Corp.
AMLI Residential Properties
Bentley Forbes
CB Richard Ellis
Equity Residential
GITC–Greater Illinois Title Company
LeaseCorp
Marmon Group
NPL Construction
NAI Hiffman
US Equities

Our Qualifications

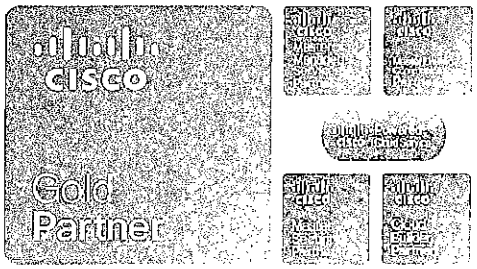
At Sentinel Technologies, our strategy is to partner with the best in the industry. We then obtain the highest level of solution specialization available from these key partners.

Company Technical Specialization Certifications

The following Manufacturer Technology Certifications recognize Sentinel's expertise within each of our manufacturer partner's technologies.

Specialist Designation from Cisco in:

- Unified Communications Master
- Security Master
- Managed Services Master
- Advanced Routing & Switching
- Advanced Data Center Networking Infrastructure
- Cloud Builder & Cloud Provider
- Telepresence Video Advanced Plus
- Advanced Wireless LAN
- Cisco Partner Support Services
- Digital Media



Advanced Technology Partner (ATP) from Cisco in the following areas:

- Identity Services Engine (ISE)
- Cloud Partner – EMC, NetApp, and VMware
- Unified Contact Center Enterprise
- Customer Voice Portal
- Outdoor Wireless Mesh
- Emergency Notification Interoperability
- Video Surveillance

Cisco Star Service Partner

CUSTOMER SATISFACTION RANKED IN THE TOP 20% OF CISCO PARTNERS WORLDWIDE

Microsoft *Authorizations*

- Gold Management and Virtualization
- Gold Communications
- Silver Midmarket Solution Provider
- Silver Server Platform
- Silver Messaging

Microsoft CERTIFIED Partner

EMC *Authorizations*

- Premier Partner Level
- Velocity Advantage Partner
- Authorized Service Partner
- Consolidate Specialty
- BRS Specialty

EMC² AUTHORIZED SERVICES NETWORK

EMC² VELOCITY² PARTNER PROGRAM

VMware *Authorizations*

- Solution Provider Enterprise Partner
- Infrastructure Virtualization
- Business Continuity
- Desktop Virtualization

NetApp *Authorizations*

- Gold Level Partner
- Virtualization Specialized
- FlexPod Specialized
- NetApp Support Services Certified

Platinum Partner
Professional Services and Support Services Certified

FlexPod Premium Partner
Cisco NetApp

Individual Technical Certifications

Sentinel makes substantial investments in keeping the training of our technical, sales and design team members up to date. We posses hundreds of vendor technical certifications and continuous technical education and training is a way of life. This ensures we have the technical and business expertise to deliver on our promise.

We also we spend numerous hours in the computer lab applying and testing theory before we go to the customer site. This combination of classroom and lab training ensures we are properly trained and have already gone through much of the learning curve – the result is we know how to respond when the unexpected occurs.

Sentinel possesses over 2400 technical certifications from our manufacturer partners. A sampling is below.

Individual Technical Certifications ***Network Integration***

420 Cisco Certifications

- CCIE – 23, CCDP – 13, CCDA – 28, CCNA – 93, CCNP – 53, Cisco Data Center - 36
- 50+ Unified Communications Specialist Certifications
- 100+ Sales and Design certified

EMC² 59 Certifications

- Expert Level Implementation Certification, EMCIE Clariion, NAS, VNX, BRS (Avamar, Data Domain and Networker)
- Architect certification – EMCTA ; VNX, BRS , VMAX, CLARiiON, NAS; Storage , and Management specialization
- ASN Partner—certified for complete installation and implementation of the entire EMC portfolio
- VCE VBLOCK certified partner
- VSPEX partner
- Velocity Premier Partner

Microsoft 79 Microsoft Certifications

- MCSE – 23
- Sales and Design certified

NetApp Individual Technical Certifications

NetApp Professional Certifications

- NetApp Certified Data Management Administrator (NCDA) - 6

NetApp Specialist Certifications

- NetApp Certified SAN Implementation Engineer (NCIE-SAN) - 6

Accreditations

- NetApp Server Virtualization Professional – 3
- NetApp Storage Architect Professional - 3
- Installation Accreditation Professional -3

CITRIX Citrix *Authorizations*

- Citrix Access Gateway
- Citrix AppDNA
- Citrix Branch Repeater
- Citrix CloudGateway
- Citrix Essentials for Microsoft Hyper-V
- Citrix NetScaler
- Citrix XenApp
- Citrix XenDesktop
- Citrix XenServer

solarwinds Certified Professional

redhat. LINUX Certifications

Red Hat Certified System Administrator, Red Hat Enterprise Linux 6 -

redhat CERTIFIED SYSTEM ADMINISTRATOR

Individual Technical Certifications – *Maintenance and Repair*

- HP – 674 certifications (workstations, notebooks, server, printer etc)
- Dell – 229 certifications (server, storage, notebook etc)
- Lenovo – 129 certifications (desktop/laptop)
- Lexmark – 34+ certifications (printers)
- PC Support – 163 Certifications (workstations, notebooks, server, printer etc)

Customer Satisfaction Qualifications

- Recipient of Advocate Healthcare Corporate Partner Award
- Recipient of AM Castle Supplier of the Year Award
- Recipient of Illinois Auto Auctions Inc. Outstanding Performance Award
- Recipient of hundreds of letters from customers recognizing outstanding contribution and performance

Technology Partner Awards

- Recipient of Cisco Customer Satisfaction Excellence Award for six straight years
- Best year over year performance in Central Operations District
- Best year over year performance U.S. Regional VAR
- Best of AVVID Show Award in Customer Satisfaction for Sentinel's IQ for Education application suite for Cisco IP phones
- Awarded Cisco "Global IP Communications Partner of the year"
- Awarded Cisco "Great-Lakes-Region, Partner of the year"
- Awarded Cisco "Central Region IP Communications – Top Partner"
- Awarded Cisco "Central Region Partner Summit - Partner of the Year"
- Awarded Cisco Wireless "Excellence in Partnership"
- Six time HP Service Excellence Award Winner

In addition to our core partners, Sentinel possesses partnerships/technical experience with many other technology providers including those listed below.

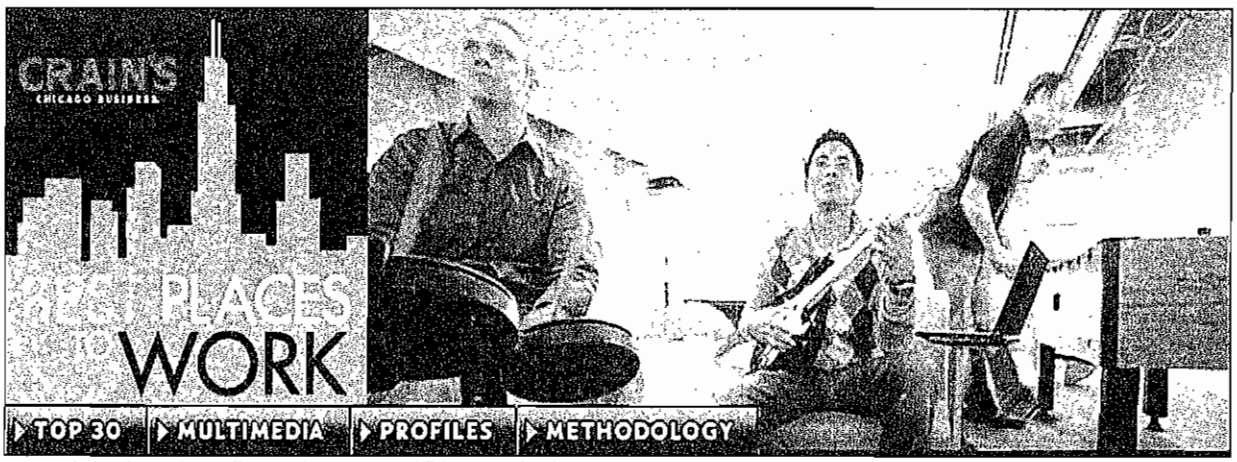
Employee Satisfaction Qualifications

Since the inception of Sentinel in 1982, the company has abided by a simple philosophy – "happy and motivated employee's equal happy customers". To that end, Sentinel has been vigilant in creating a work environment that ***encourages creativity, fosters growth and rewards success***.

Sentinel has received independent recognition for the company's ability to create an outstanding work environment. The company has been recognized as one of Chicago's Best Places to Work by both the Chicago Tribune and Crain's Chicago Business and the company has received hundreds of letters of recommendation from national and international customers for the outstanding support delivered by Sentinel team.

TOP 100 WORKPLACES Chicago Tribune

Sentinel Technologies, Inc. is pleased to announce that it has been selected as one of The Chicago Tribune Top 100 Workplaces. Sentinel was judged to be the # 8 company in the Mid Sized company category. Sentinel Technologies, Inc. is pleased to announce that it has been selected as one of The Chicago Tribune Top 100 Workplaces. Sentinel was judged to be the # 8 company in the Mid Sized company category.



Sentinel is selected as a "Best Place to Work" by Crain's Chicago Business

Our Methodology

Project Management Institute

Sentinel is committed to producing high quality results as efficiently as possible for our customers. This is why we have embraced professional project management as the cornerstone of every project we undertake.

Sentinel's approach to Project Management incorporates a unique blending of both Strategic and Tactical monitoring and control techniques thus realizing the "how" of the work we perform. We have achieved this via formal planning techniques and sophisticated virtualized work-flows - "Guides to Assembly" which are real mechanisms that help guide project participants through communication channels and work assignments in order to realize task sequence, manage risk, and avoid re-work.

Sentinel's Enterprise Project Management Organization has a large core of PMP certified project managers who work with our customer and the assigned Sentinel technical project team to ensure we deliver on our promise. Our PM's have the professional certification and a strong technical background necessary to provide the management and guidance required to keep projects on time and on budget. Sentinel's EPMO utilizes tools such as Microsoft SharePoint Portal and Organizational Project Management Maturity Model (OPM3) along with basic blocking and tackling around issues like defects, root cause analysis and risk mitigation to deliver optimum results.

For projects requiring project management (typically 80+ hours of technical services), Sentinel will adhere to the following guidelines.*

Introduction Call

Within 2 days business days of PMO notification, a Sentinel Project Manager will contact you for an introduction and to answer any questions you might have.

Schedule External Kickoff

Within 3 business days of the introduction call, the Project Manager will call again to arrange a time and date to set up an initial "Customer Kickoff" meeting with you and your Team.

(Between the Introduction Call and the subsequent Kick-Off Meeting, Sentinel assembles the project team for a Internal Kickoff or formal review of the project's characteristics, inherent risks, and to perform formal planning and scheduling.)

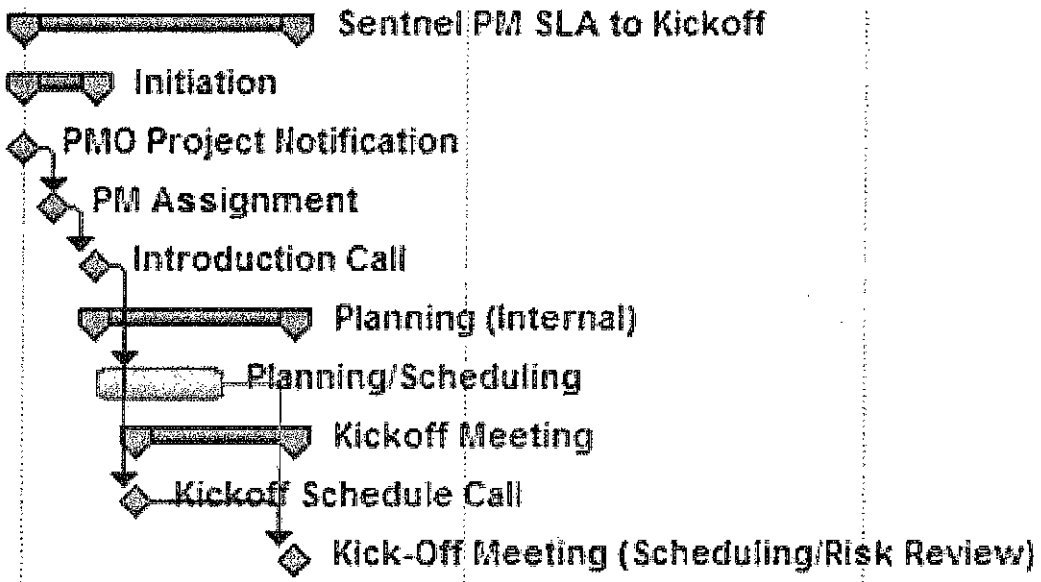
Kick-Off Meeting (Customer Site)

10 business days from the Introduction Call, the Customer Kick-Off will be held at the customer location.

The purpose of this meeting:

- Acceptance of Initiation Documentation, Risk Review and Top Down Structured Planning (TDSP)
- Walk though (if needed depending on Solution purchased)
- Scheduling of Blueprint Meeting (s)

As a result of this session, a detailed (final) work schedule (MS Project) will be created and used to track and control the project. Once the schedule is complete and resources are scheduled the Design phase can commence.



*Depending on the size and complexity of the project, planning sessions and the subsequent creation of schedules and other administrative project management artifacts such as risk plans, communications plans, and resource scheduling, can extend out from the intervals shown above.

*Project Management process may be customized based on factors such as project size, urgency or complexity.

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Professional Services Overview

Specialized Business Practices

Business Communications Practice
- Converged Data/Voice/Video Communication Solutions
- Integrated Call Center Deployments
- Voicemail & Unified Messaging Solutions

Data Networking Practice
- Consulting, Design & Implementation of LAN/WAN Infrastructure
- Storage Solutions, Server Consolidation, Virtualization, WAN Optimization Solutions
- Application, Messaging and Operating System Upgrades/Deployments
- Wireless LAN, Outdoor Fixed Wireless & MESH Solutions

Security Practice
- Network Security Consulting, Design, and Policy Development
- Network Security Audits & Vulnerability Assessments
- Security Solutions (VPN, Surveillance, IPS, Monitoring, Network Admission Control)

Support Services Practice
- Desktop & Server Support Solutions
- Legacy & Unix System Support – IBM, HP, Sun
- Telecom System Support – Cisco

Technology Area Design
- Data Center & Cable Plant Design
- Security & Audiovisual Design
- Relocation Project Management & Technical Services

Application Development Practice
- Business Application Development & Implementation
- Web & Application Integration, MS CRM / Project 2010 Enterprise Solutions

Technology Partnerships

- Cisco Gold DVAR Certified Partner
  - Advanced Routing & Switching
  - Advanced Security
  - Advanced Unified Communications
  - Advanced Wireless LAN
- 2006 Cisco Central Region IP Communications Partner of Year
- Awarded Cisco Customer Satisfaction Excellence
- EMC Storage Certified Partner
- VMware Partner
- IBM Software Business Partner
- Cisco Advanced Technology Partner
  - TelePresence
  - Outdoor Wireless Mesh
  - Rich Media Communications
- Microsoft Gold Partner
- HP/Compaq Authorized Sales and Warranty Service Provider
- Dragonwave, Redline, Orthogon Partners
- NetApps Storage Certified Partner
- Ironport Partner
- APC Certified Partner

Experienced Service Professionals

- 29 Years of Technology Services Experience
- 450+ Professionals & Employee Owners
- Technical Staff of 300 Plus Consultants/Engineers/Analysts/Developers
- 24 Hour x 7 Day Customer Service & Dispatch Call Center

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Dispatch and Call Escalation Process

Ticket Management

Initial Ticket Placement

- Placed by client through GSN or by calling 630-769-9722 or 800-860-8102
- Client provides Customer Service with the following info:
  - Name/Telephone #
  - Location
  - Device
  - Problem

Ticket Notification

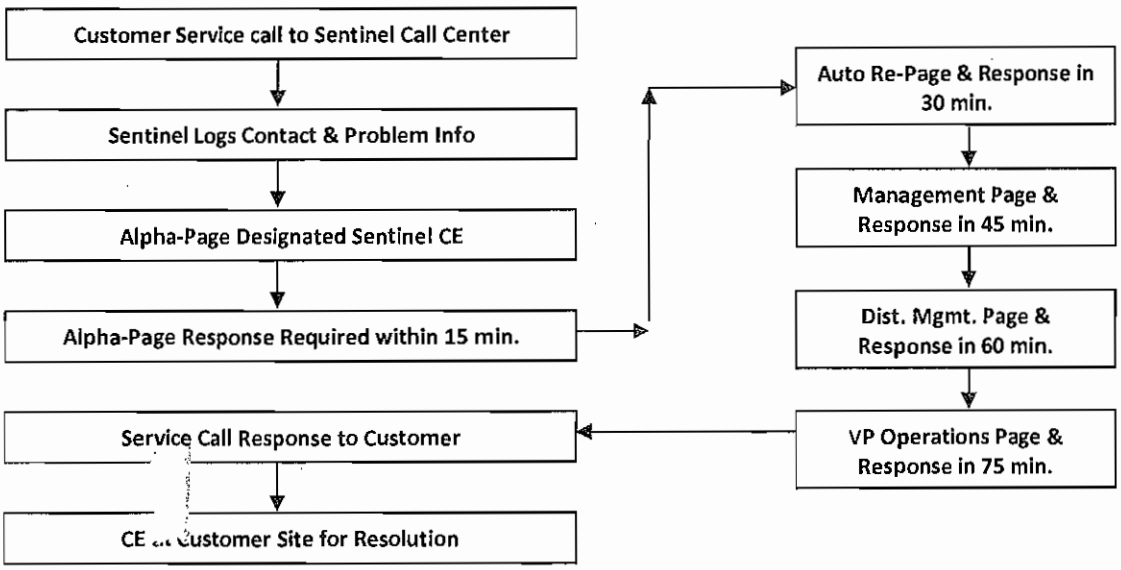
- Page/Follow-up page if necessary and provide customer engineer (CE) with Ticket detail. Log call as notified.

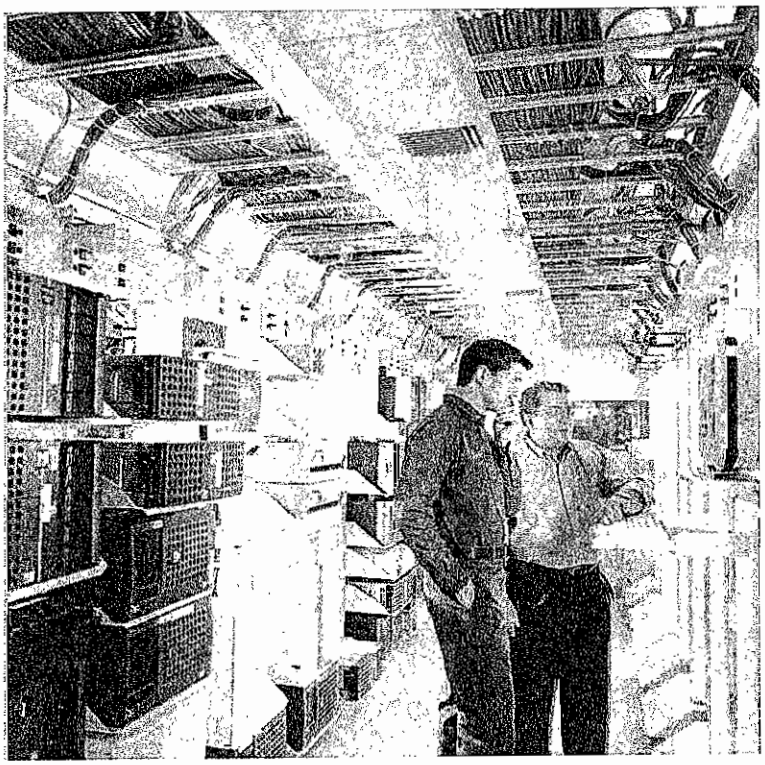
Escalation

Sentinel's depth of service experience is best measured by the systems and process' developed to meet customer's response and restore needs. At the heart of Sentinel's Service Call Process is the "Automated Call Escalation System". This unique system guarantees service call escalation of required response and restore times if not met. The following illustrates the parameters of Sentinel's Service Call:

Escalation System and Process

- *Call Received into Customer Service*
- *CS Logs Contact and Problem Info*
- *Alpha-Page Designated CE*
- *Auto Re-Page within 15 minutes for no response*
- *Auto Re-Page within 30 minutes to 1st level above CE*
- *Auto Re-Page within 45 minutes to 2nd level above CE*
- *Auto Re-Page within 60 minutes to 3rd level above CE*
- *Auto Re-Page with 75 minutes to Customer Service*





Sentinel Managed Services – System Monitoring & Support

sentinel

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Sentinel Monitoring System & Support Overview

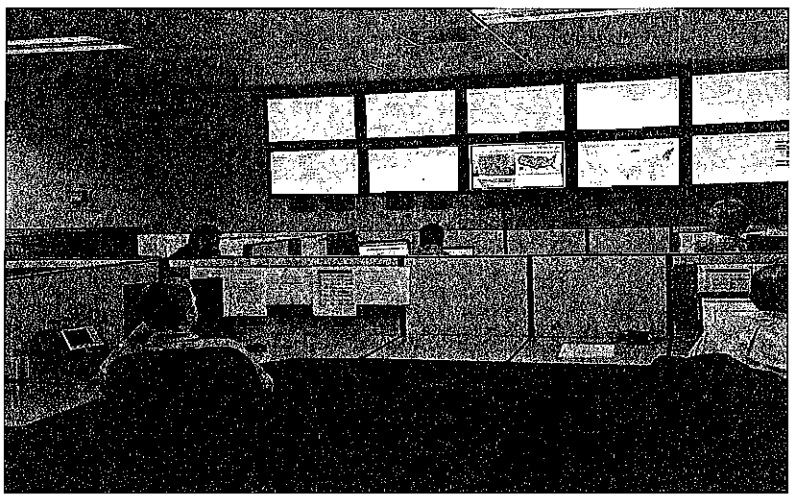
The diverse nature of today's Local and Wide Area Networks creates support challenges for many organizations Sentinel Technologies' Managed Services offerings address these challenges by providing specialized resources to support your systems.

Sentinel has been delivering mission critical network support services to clients since 1982. Our goal is to provide our customers with peace of mind knowing their network is being monitored by professionals 24 hours/day, 7 days/week. Through years of experience in working with network operations centers, Sentinel has developed a unique and well rounded perspective on how to provide value through monitoring services. It's not just dials, graphs and trend lines – the real value lies in avoiding outages and minimizing the impact if an outage occurs.

Sentinel's monitoring operations are delivered from the Sentinel Monitoring System (SMS). From our SMS, we monitor the health of your network to ensure applications, links, network infrastructure hardware, servers and bandwidth are performing as expected. System performance data or device alerts that are generated by network devices are routed to the SMS where our 24x7 technical staff quickly detect, diagnose and resolve system outages and performance issues.

Services Benefits

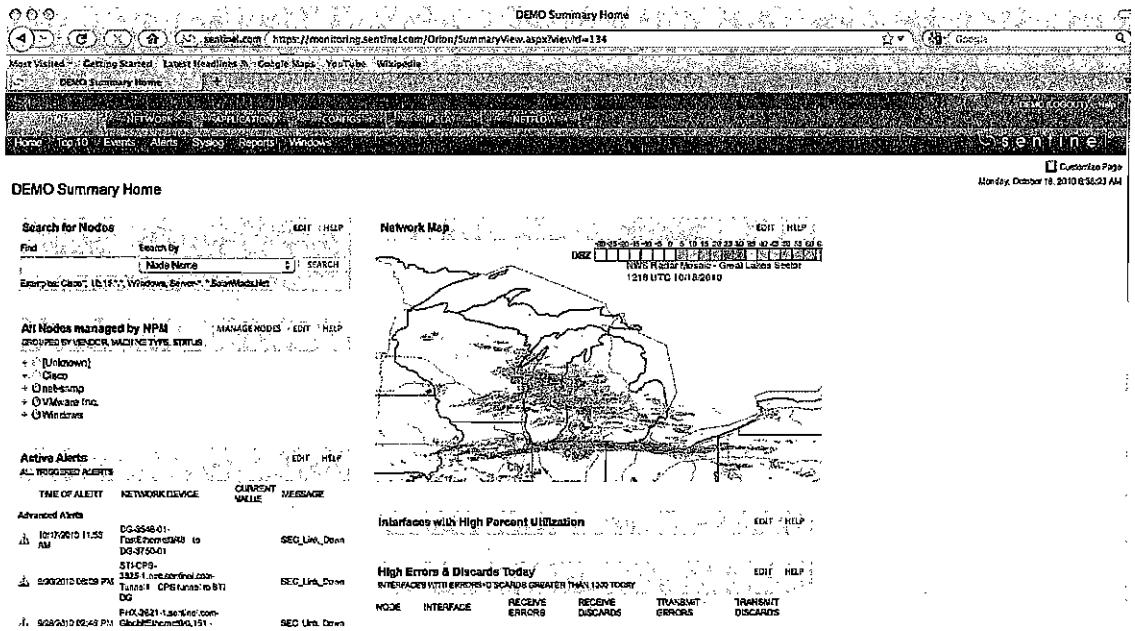
- **Reduced Downtime**
  System issues are identified and addressed before outages occur
- **Expedited Response Times**
  System issues are identified as soon as they occur
- **Heterogeneous Support**
  Leverage the breadth of experience available through Sentinel's extensive technical staff to support a wide range of technologies
- **Budgeting Predictability**
  Sentinel can provide a fixed expense for support of the system – from steady-state maintenance to pre-determined upgrade paths.



Level 1 Monitoring Features

24X7X365 Monitoring Interface Access

The SMS has a flexible and customizable interface which can be modified for each customer's particular needs in order to display relevant information. The following screenshot is a view of the default display.



Sentinel can program the map view of the network to display the customer sites and devices. Devices per site can be viewed by clicking on the desired location on the map. Sentinel will develop this view one additional layer beyond the device list. Additional layers/views can be accommodated for an additional fee dependent on the detail required.

Level 1 Monitoring includes the following:

Up/Down Alerting of Device Failures

The SMS will monitor the up/down status of devices by testing and recording the response time of the device to IP packet communications. An alert will be triggered based on pre-determined thresholds not being met. Device availability reporting can also be accessed through the SMS interface.

Syslog Capturing and Storage for 30 Days

The SMS will allow for customers to target all syslog data for each device being monitored. This will provide valuable logging and historical troubleshooting data. The customer will have access to this information through the SMS web interface.

Service Ticket Routing to Customer

With Level 1 SMS services, all service tickets will be routed directly to the customer for resolution and troubleshooting. This can be accomplished a number of ways based on the customer requirements (i.e. phone call, email, text message).

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Level 2 Monitoring Features

(All Level 1 features are included in Level 2)

Device Key Indicators for Performance and Alerting

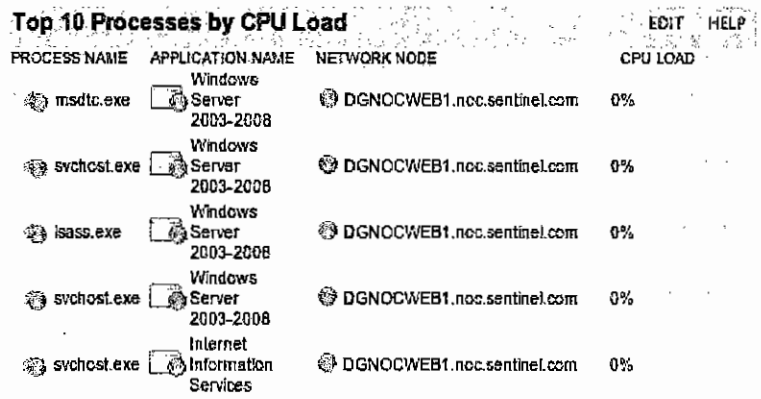
The SMS will use SNMP protocol to collect key performance metrics and/or utilization associated with the devices being monitored. This will include, but is not limited to network interfaces, CPU, memory and disk volumes. This will dictate alerts which are based on thresholds, as well as capture data for reporting and trending.

System Processes and Services

Sentinel can also monitor the status of services, processes, on-system counters, and even execute scripted actions to provide a insight into services that are normally not visible to traditional monitoring techniques. The SMS then uses that data to alert and report on the availability of services which are critical to the operation of the server or application. SMS will not only report on the state (up/down) of a service, but can also report on the amount of CPU and RAM being consumed by that service. This allows the identification of "greedy" applications, or conditions where server capacity needs to be increased.

The SMS will monitor services and process using SNMP or WMI to alert and report on availability of the services pertinent to a specific device. Common applications can use the built in templates created for each device. This also allows trending of the services as well as statistic collection for known applications such as DNS, DHCP, File/Print, Active Directory, Exchange, SQL, Cisco Voice Applications, VMware, EMC, NetApp Storage, and others.

Example:



Top 10 Processes by CPU Load EDIT HELP

PROCESS NAME	APPLICATION NAME	NETWORK NODE	CPU LOAD
msdtc.exe	Windows Server 2003-2008	DGNOCWEB1.noc.sentinel.com	0%
svchost.exe	Windows Server 2003-2008	DGNOCWEB1.noc.sentinel.com	0%
lsass.exe	Windows Server 2003-2008	DGNOCWEB1.noc.sentinel.com	0%
svchost.exe	Windows Server 2003-2008	DGNOCWEB1.noc.sentinel.com	0%
svchost.exe	Internet Information Services	DGNOCWEB1.noc.sentinel.com	0%

Top 10 Processes by Physical Memory EDIT HELP

PROCESS NAME	APPLICATION NAME	NETWORK NODE	PHYSICAL MEMORY USED
lsass.exe	Windows Server 2003-2008	DGNOCWEB1.noc.sentinel.com	33 MB 1%
svchost.exe	Internet Information Services	DGNOCWEB1.noc.sentinel.com	11 MB 0%
svchost.exe	Windows Server 2003-2008	DGNOCWEB1.noc.sentinel.com	10 MB 0%
svchost.exe	Windows Server 2003-2008	DGNOCWEB1.noc.sentinel.com	10 MB 0%
msdtc.exe	Windows Server 2003-2008	DGNOCWEB1.noc.sentinel.com	7 MB 0%

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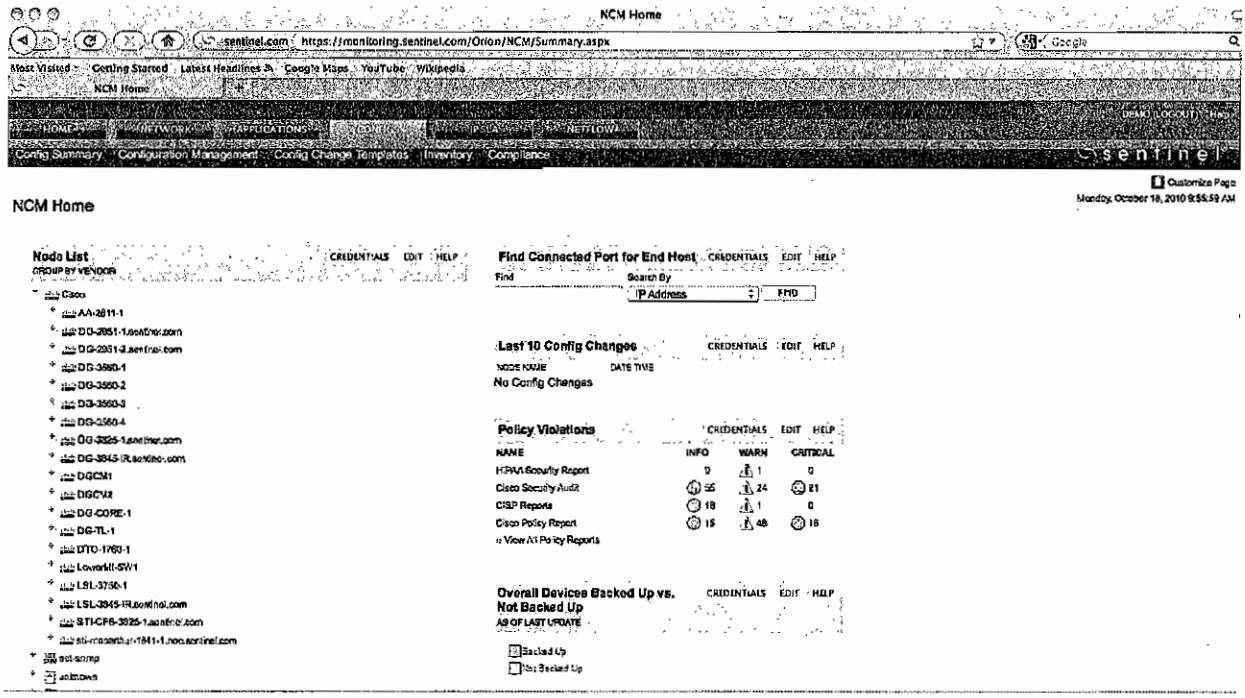
Historical Reporting

Any statistics being collected about the monitored devices can be reported on for a period up to one year. This allows trending for future reference and the ability to troubleshoot problems based on past events. Reports are available to be run on a real-time basis and can be setup to be sent via email based on predetermined intervals (i.e. weekly, monthly, quarterly). Reports such as circuit utilization, device CPU/Memory, and many others can be run at any point in time on the monitored devices.

Device Configuration Backup/Comparison

Sentinel can backup any device which uses a text-based configuration into the SMS Configuration Manager. The default schedule for such backups is weekly, but that can be modified based on customer requirements. In that situation, in case of a complete device failure the customer could restore a replacement to the state it was in up to one week prior. In addition to backup/restore capability, the SMS can compare the current backup to either a previous backup, to a baseline configuration, or even compare the running configuration to the startup configuration. Any differences between the two comparisons would cause an alert to trigger and appropriate actions to ensue. The following is an example of the configuration interface:



SMS Configuration Management also provides detailed inventory reports which include the serial numbers of line cards and device software versions (among a wide variety of other data).

SNMP Trap/Syslog Event Alerting

SNMP-enabled devices are also capable of using the protocol to pro-actively report a failure on the device. This method of monitoring allows the system to get failure data in between polling cycles. The SMS can then correlate these proactive alerts with information gathered via polling so that the single best and most timely alert is generated without duplicates and with minimal delay.

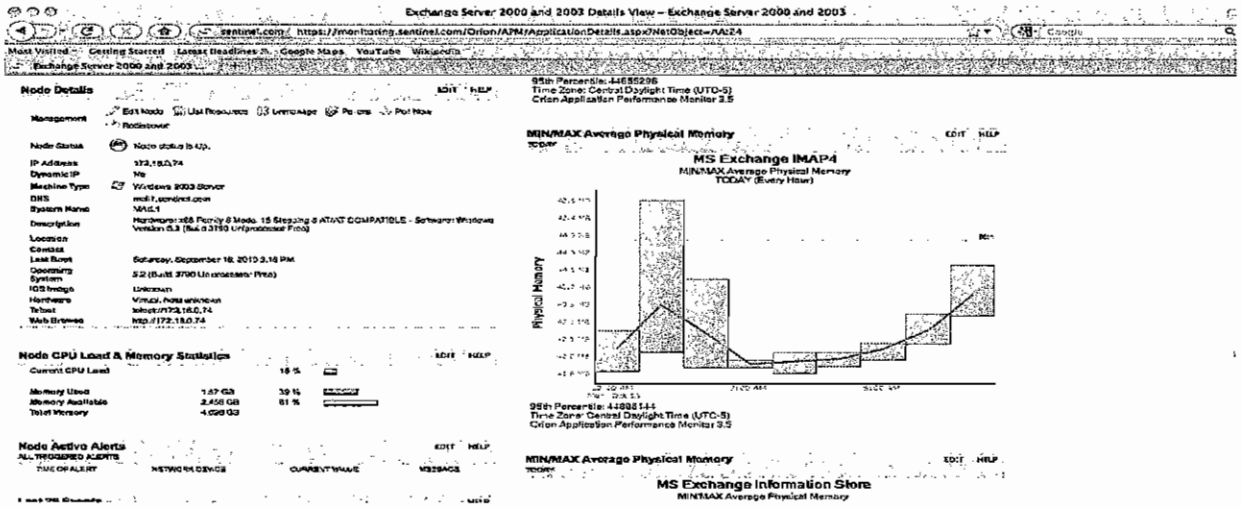
Level 3 Monitoring/Management Features

(All Level 1 & Level 2 features are included in Level 3)

Application Alerting and Reporting

Services/process monitors, performance counters and scripted actions can be combined to create monitors which display the overall health of an application. Such groupings exist in a pre-built state called a "Template". Templates exist for common applications including, but not limited to DNS, DHCP, File/Print, AD, Exchange, SQL, Cisco Voice Applications, VMware, EMC and Netapp Storage, among others.

For customer applications the customer can provide Sentinel with the process or service required to keep your system running and we can monitor and alert on the defined events. Within Level 3 SMS services Sentinel will include creation of these custom templates for the monitored devices. Below is an example of a customer template:



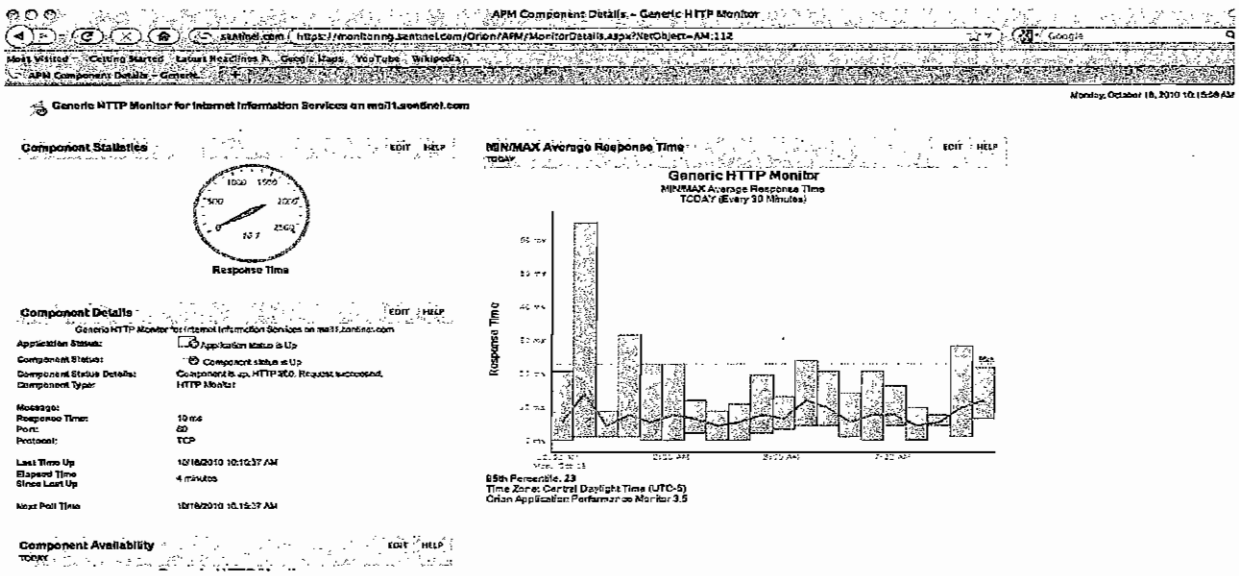
Log File Monitoring and Reporting

Log files (including the Windows event as well as common Unix/Linux log files) are yet another source of data that can provide detailed information about the health of individual components or entire applications. As with any other data source, events identified in these logs can be crafted into an alert and then acted upon.

User Experience Monitoring

It is possible to monitor not just the status of hardware, services, processes and log-based messages; but also to create scripted actions that mimic the behavior of a user. Examples of actions include going to a web page, looking up a domain name, requesting an IP address or logging into an email account using a specific user ID. With this capability it is possible to create an alert that speaks to the performance of an application from the end-user's perspective, regardless of how the individual components are behaving. Some common user experience monitors include, Web, DNS, DB Query, Email round trip and more.

Example:



Service Ticket Routing

With Level 3 SMS services, service tickets can be routed directly to Sentinel or to the customer for resolution and troubleshooting. This can be structured as shared ticket routing depending on the device or time of day. This can be accomplished a number of ways based on the customer requirements (i.e. phone call, email, text message).

Sentinel Troubleshooting Break/Fix Support

- **Sentinel Customer Service Center first call -** All calls placed to, monitored by and escalated by Sentinel Technologies
- **Sentinel complete restore -** Reload/configure system components with customer supplied back up as required to ensure complete functionality.
- **Sentinel continuous effort -** Service extends beyond hours of coverage window when necessary
- **Sentinel "no fault" troubleshooting -** Perform fault isolation and anomaly identification for problems caused by carriers, environment, or other manufacturer's equipment (does not include problems caused by customer).
- **Sentinel end-to-end problem management** - Sentinel will provide maintenance management services and if requested will act as the customer's agent in attempting to resolve issues with other vendors/suppliers.
- **Sentinel remote diagnosis and remote repair capability** - Sentinel leverages remote tools to ensure service is delivered quickly and efficiently.
- **On-Site Engineering Remediation –** Sentinel will go on-site to completely repair or troubleshoot the problem when necessary. This requires proper contracts for remote sites outside of Sentinel's direct support locations.

Level 4 Monitoring/Management Features

(All Level 1, Level 2 & Level 3 features are included in Level 4)

Service Ticket Routing to Sentinel

With Level 4 SMS services, all service tickets will be routed directly to Sentinel for remote remediation.

Performance Collection and Trending

Turning raw data and statistics into information – which should ultimately result in actions – requires knowledge and experience. With the Level 4 service offering, Sentinel will schedule quarterly trending meeting to discuss key devices and provide recommendations based on all of the collected metrics.

Device Administration

For tedious move, add, and/or change tasks, Sentinel will provide resources to administer client systems on a 24x7x365 basis. The service level agreement (SLA) for system changes will vary depending on the device type and change type, but can be tailored to meet customer requirements.

Preventive Maintenance and Patching

Manufacturer release updates for devices are important for staying up to date with critical software and security patches. Sentinel will install updates to the systems on a quarterly basis or as needed. This does not include major version updates (see Terms and Conditions).

Optional Onsite User Desk Side Support

In the event onsite support is required, Sentinel has options that include having a technical resource at the client site for 4, 8, 16, 24, 32, or 40 hours per week.

Optional Services

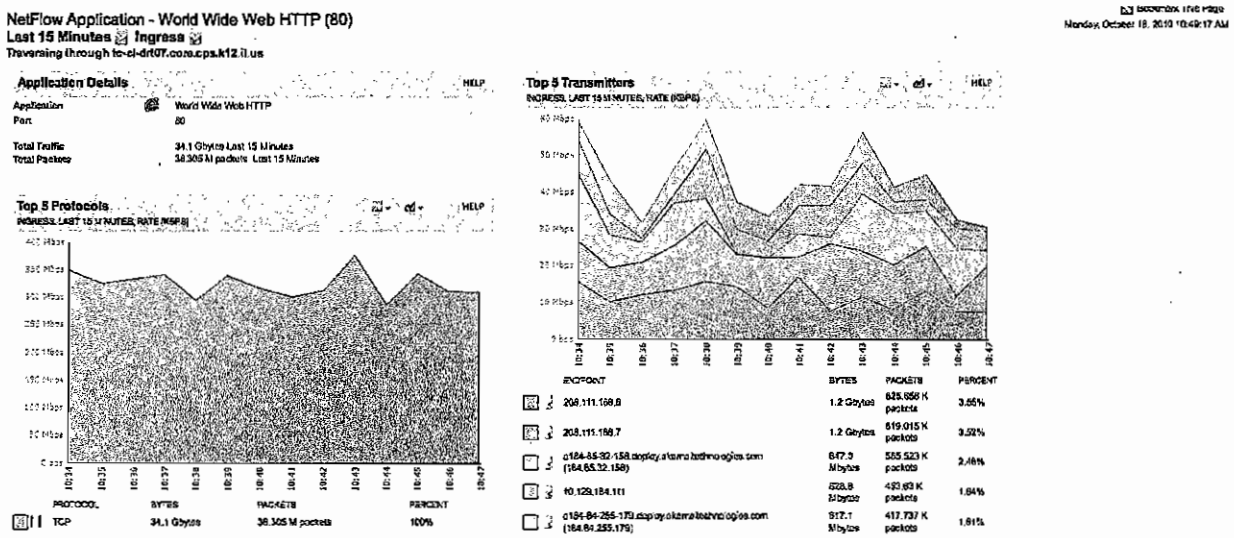
The following options can be contracted as additional enhancements to Level 1, 2, 3 or 4 services:

Netflow Detailed Traffic Reporting

Netflow data allows the viewing of discrete "conversations" (or "flows") between two devices on your network. As a result it can identify how much bandwidth a single machine is using to perform FTP transfers all the way up to how many Internet http sessions are occurring between all devices on the network for a given period of time. SMS Netflow enables you to capture IP traffic data from continuous streams of network traffic and convert those raw numbers into easy-to-interpret charts and tables that quantify exactly how the network is being used, by whom and for what purpose. This provides the capability to shut down bandwidth abusers.

Netflow Traffic Analyzer Highlights:

- Monitors network traffic by capturing flow data from network devices, including Cisco® Netflow v5 or v9.
- Quickly and easily identifies which users, applications, and protocols are consuming the most network bandwidth.
- Provides historical trends for WAN and LAN bandwidth usage to determine whether additional bandwidth needs to be purchased.
- Monitors Quality of Service (QoS) metrics to verify that Service Level Agreements (SLAs) are being met.



IP SLA Voice Traffic Monitoring

SMS IP SLA Manager allows the ability to monitor WAN performance by tracking key edge-to-edge router performance statistics using Cisco® IP SLA technology. Like Netflow, IP SLA technology is included in the Internetworking Operating System (IOS) of most Cisco WAN routers. This module identifies which devices on the network support IP SLA operations and automatically configures these operations, eliminating any guesswork.

In addition, key WAN applications can be monitored by analyzing the performance of the underlying network protocols, including DNS lookups, FTP, HTTP, TCP connect, and UDP jitter. IP voice call paths can continue to be monitored to ensure quality of service (QoS) for voice traffic.

SMS IP SLA Manager Highlights:

- Monitor WAN network performance using IP SLA technology that is already built into existing Cisco routers.
- Visualize site-to-site network performance on a clickable, drill-down map.
- Discover and automatically setup Cisco IP SLA-capable network devices with specific IP SLA operations.
- Quickly review WAN performance to determine the impact on key applications.
- View at-a-glance WAN performance with the Top 10 IP SLA dashboard.
- Monitor IP voice performance statistics, including MOS, jitter, network latency, and packet loss.

Custom Monitors

SMS has many valuable monitors included; however, there will always be custom applications that organizations rely on whereas more detail is required. Sentinel has the flexibility to develop custom monitors (or pollers), script actions, statistical analysis and/or alerting of devices. This capability can be included as an optional service.

Service Level Agreement (SLA)

Sentinel Monitoring System Service Level

1) 99% detection and alerting of network events and incidents.
2) 99% availability of all network monitoring and management systems.
3) 99% active SNMP and/or ICMP (Internet Control Message Protocol) polls to all available monitored devices completed within each devices polling cycle.

Incident Service Levels

Severity	Notification SLA	SLA Commitment	Response SLA	SLA Commitment	MTTR (Mean Time to Repair)	SLA Commitment
Severity 1:	15 Minutes	99.5%	1 Hour	99.5%	8 hours	99.5%
Severity 2	15 Minutes	99.5%	2 Hours	99.5%	NBD	99.5%
Severity 3	48 Hours	99.5%	48 Hours – Professional Services Engineer (PSE) will address upon daily review of Incident tickets and schedule.	99.5%	Two Business Days	99.5%

Change Ticket Service Level

Severity	Notification SLA	Implementation SLA	SLA Commitment
Emergency	30 Minutes	2 Hours	99%
Urgent	1 Hour	8 Hours	99%
Planned	48 Hours	Will be implemented within 2 business days if needed. Otherwise, the change will be scheduled during the weekly maintenance window or an alternate, agreed upon maintenance window approved by the Customer.	99%

Detailed Alerts

As noted previously, there are many additional alerts the systems can be configured to send, as well as the ability to create alerts based on custom monitors. The following is a list of some of the "best practices" alerts and statistics:

Alert/Statistic	Action/Description
Average Response Time	Display a single value that indicates the overall average time it takes a device to respond across a particular period of time (hour, day, etc.)
Device Availability	Determine if the device is responding
Network Latency	Track the amount of time it takes for each node to respond
Packet Loss	Track and trend the data loss when communicating with a device
CPU Utilization	Collect information on CPU usage over time
RAM Utilization	Collect information on Memory utilization over time
Cisco Buffer Errors	Collect information on any buffer errors
Bandwidth Utilization	Collect information on interface bandwidth usage including bps, total bytes transferred and packets per second
Interface Xmit/Recv Errors	Collect information on errors and discards for each interface
"Last Boot" Changed	Poll the device for the "last boot" value
Low Disk Space	Collect and track disk statistics including disk space used, space available and volume size
Interface Availability	Collect simple response values to ensure interface is responding and able to pass traffic
Configuration Change	Act on a specific message from the device indicating the configuration has changed
Power Supply Failure	Act on a specific message from the device indicating one or more power supplies have failed
Raid Status Change	Act on a specific message from the device indicating the RAID system has changed in some way
Shutdown	Act on a specific message from the device indicating the device is in the process of shutting down

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Spanning Tree	Act on a specific message from the device indicating the spanning tree protocol has encountered a problem
Services	Collect and track statistics about processes and services running on servers, including up/down state, amount of memory being used and amount of CPU in use.
Performance Counters	Collect performance counters specific to various applications
User Experience Monitors	Perform tasks that mimic a human use of a service or application – open a web page, request an IP address from the DHCP server, etc. Measure both the time to complete and the success of the task.
VoIP Performance	Collect performance data on IP voice traffic
Detailed Network Flows	IP traffic data
Catalyst Module Events	Act on a specific message from the device indicating a problem with power or availability of the supervisor module(s)
Power Supply Failure	Act on a specific message from the device indicating one or more power supplies have failed (or systems that cannot communicate traps)
Cisco SSO Active	Act on a specific message from device indicating a problem with Cisco SSO which assures that network management systems can manage a device with two route processors as one system and one manageable entity
DHCP Events	Act on a specific message from the device indicating a problem with DHCP including the server in a down or unknown state; or duplicate addresses being detected.
EIGRP Events	Act on a specific message from the device indicating a problem with EIGRP connectivity
HSRP Left Active State	Act on specific message from the device indicating Hot-Standby Redundancy Protocol for establishing a fault-tolerant default gateway is no longer active
VRRP Status Change	Act on a specific message from the device indicating a problem with spanning tree protocol

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General Terms & Conditions

- Each device is allowed up to 5 elements to be monitored. This will be averaged over the total number of devices - if more elements are required as a total, a Project Change Request will be initiated and submitted. An element consists of an interface, volume, service or node.
- VPN / Remote access will be provided by the customer for remote administration of the systems.
- The Customer is responsible for all licensing.
- Sentinel is not responsible for outages due to loss of power or acts of God/nature.
- Sentinel is not responsible for carrier outages that cause the system to become offline.
- Sentinel will only be responsible for restoring to the last validated restore point and there is no guarantee that Sentinel will be able to restore all customer data.
- Sentinel has not included network re-design services within this contract, and should be billed either on a time and materials basis or fixed project. A redesign is defined as the following: Customer requests firewall rule changes that result in over 50% of the rules or user accounts on the firewall needing modification and exceeds the maximum number of changes allowed within the time period; or a change of more than 50% of the existing network infrastructure.
- **Hardware Upgrades** - Sentinel will provide pro-active performance management. Sentinel will track and analyze performance statistics to ensure the Customer's network hardware is properly sized. If Sentinel determines a network device is experiencing a performance issue, Sentinel will recommend appropriate action. Customer will be responsible for any and all charges incurred to upgrade the hardware, including installation. In addition, if Customer network device moves to end of life status, as determined by the equipment vendor, the Customer will be migrated or upgraded to a new device within 90 days of end of life determination. Customer will be responsible for any and all charges incurred to upgrade the hardware, including installation.
- **Software Updates** - Sentinel validates all device software releases before installing them. Sentinel has the following policies regarding device software installations and updates: Sentinel reserves the right to update Customer's device software revision level if the installed revision level is no longer supported by the device vendor. Sentinel reserves the right to update the Customer device software to fix software bugs in the existing version. When adding new devices to the Customer's existing network, Sentinel reserves the right to install the same version of device software running on an existing device onto the new devices rather than update the entire network with the latest software release. Sentinel will not be required to install the latest revision of software until it is validated by Sentinel and the parties agree there is a business need. Sentinel will install all operating system patches deemed necessary to ensure the security of the Customer's Network.
- **Software Upgrades** – Any manufacture software upgrades will incur charges (determined by Sentinel). No changes incurring additional charges will be made without Customer's approval. If Customer refuses to allow Sentinel to make a recommended upgrade, Sentinel will not be held responsible for the performance or security of the Network.

sentinel®

Sentinel Technologies

2550 Warrenville Road
Downers Grove
Illinois 60515
tel 630 769 4300
fax 630 769 1399
sentinel.com

October 30, 2013

Ms. Renee Milton
Senior Contract Negotiator
County of Cook
The Office of the Chief Procurement Officer
118 N. Clark St., Room 1018
Chicago, Illinois 60602

Dear Ms. Milton

Please accept this letter as Sentinel Technologies acknowledgement for providing the new unconditional price reduction Cost Proposal (see attached) in response to Contract document 1388-13011, Computer Equipment Early Voting and Election Day Computer Equipment Setup.

Please let me know if you have any questions,

Sincerely,

Dale Schwendeman
Senior Sales Executive
Sentinel Technologies, Inc.
630-769-4368
dschwend@sentinel.com

CONTRACT NO. 13011

PROPOSAL

BIDDER: Sentinel Technologies, Inc.

10-30-13

The undersigned declares that they have carefully examined the Advertisement for Bids, the Proposal Form, General and Special Conditions and Specifications identified as Contract Document Number 1388-13011 for COMPUTER EQUIPMENT SERVICES- EARLY VOTING AND ELECTION DAY COMPUTER EQUIPMENT SETUP for Cook County Clerk's Office as prepared by Cook County, and that they have familiarized themselves with all of the conditions under which it must be carried out and understand that in making this Bid they waive all rights to plead any misunderstanding regarding the same.

	Description	Quantity	Unit	Cost/Unit	Total Cost
1	Set-up/Retrieval for Early Vote Sites (SC-01(A))	50	Early Vote Sites	712	35,600
2	Early Voting Onsite Support (SC-01 (B))	50 1	Service Calls	3,480	3,480
3	RDC Setup (SC-01(C))	19	Remote Distribution Center Sites	758	14,402
				TOTAL COST PER ELECTION	53,482
				TOTAL ELECTIONS	x6
				GRAND TOTAL	320,892

DELIVERY DATE: FEBRUARY 13, 2014

The receipt of the following addenda to the Specifications is acknowledged:

Addendum No. 1 Date: 09/25/2013

Addendum No. _____ Date: _____

Addendum No. _____ Date: _____

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 1/10/2014

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

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

PRODUCER	CONTACT NAME: Tracy Holcomb
Laurus Strategies 55 West Monroe Suite 500 Chicago IL 60603	PHONE (A/C, No, Ext): (312) 429-2290 FAX (A/C, No): E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Hartford Insurance Company	34778
INSURER B: Hartford Fire Ins. Co.	19682
INSURER C: Hartford Casualty Ins Co.	29424
INSURER D: See Notes for WC	
INSURER E:	
INSURER F:	

INSURED
Sentinel Technologies, Inc.
2550 Warrenville Road

Downers Grove IL 60515

COVERAGES **CERTIFICATE NUMBER:** CL1382800888 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC			83UUNNY2947	9/29/2013	9/29/2014	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Employer's Liability	$ 1,000,000 $ 500,000 $ 15,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $ 1,000,000
B	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS			83UUNNY2947	9/29/2013	9/29/2014	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) Uninsured motorist combined	$ 1,000,000 $ $ $ $ 1,000,000
C	X UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000			83UUNNY2848	9/29/2013	9/29/2014	EACH OCCURRENCE AGGREGATE	$ $ 10,000,000 $
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		83WEIN8597	9/29/2013	9/29/2014	X WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 500,000 $ 500,000 $ 500,000
B	Property Fidelity			83UUNNY2947 00KB025943509	9/29/2013 9/29/2013	9/29/2014 9/29/2014	Business Personal Property Limit	7,826,600 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, If more space is required)
Evidence of Insurance

CERTIFICATE HOLDER

Cook County Clerk's Office
69 W. Washington Blvd
Suite 500
Chicago, IL 60602

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Andy Hulett/SM

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MBE/WBE UTILIZATION PLAN (SECTION 1)

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

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

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

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

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

II. [X] **Direct Participation of MBE/WBE Firms** [ ] **Indirect Participation of MBE/WBE Firms**

Where goals have not been achieved through direct participation, Bidder/Proposer shall include documentation outlining efforts to achieve Direct Participation at the time of Bid/Proposal submission. Indirect Participation will only be considered after all efforts to achieve Direct Participation have been exhausted. Only after written documentation of Good Faith Efforts is received will Indirect Participation be considered.

MBEs/WBEs that will perform as subcontractors/suppliers/consultants include the following:

MBE/WBE Firm: SMART TECHNOLOGY SERVICES INC.

Address: 156 N. JEFFERSON STREET, STE 100, CHICAGO IL 60661

E-mail: TAJAMISON@SMARTTS.COM

Contact Person: THERESA JAMISON Phone: 312-612-8223

Dollar Amount Participation: $_____

Percent Amount of Participation: 25 %

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

MBE/WBE Firm: _____

Address: _____

E-mail: _____

Contact Person: _____ Phone: _____

Dollar Amount Participation: $_____

Percent Amount of Participation: _____ %

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

Attach additional sheets as needed.

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

COOK COUNTY GOVERNMENT LETTER OF INTENT (SECTION 2)

M/WBE Firm: SMART TECHNOLOGY SERVICES Certifying Agency: Cook County

Address: 156 N. JEFFERSON ST. Certification Expiration Date: July 19, 2014

City/State: CHICAGO, IL Zip 60661 FEIN #: 36-4261723

Phone: 312-612-8223 Fax: 312-775-6554 Contact Person: THERESA JAMISON

Email: TAJAMISON@SMARTTS.COM Contract #: 13011

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:

TO PROVIDE TECHNICAL RESOURCES TO HELP WITH SETUP AND REMOVAL OF THE POLLING STATION EQUIPMENT

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

25%

(If more space is needed to fully describe M/WBE Firm's proposed scope of work and/or payment schedule, attach additional sheets)

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

Signature (M/WBE)

THERESA JAMISON

Print Name

SMART Technology Services, DVC

Firm Name

11/26/2013

Date

Subscribed and sworn before me

this 26 day of November, 2013.

Notary Public Jennifer Ramirez

SEAL

Official Seal
Jennifer Ramirez
Notary Public State of Illinois
My Commission Expires 07/24/2016

Signature (Prime Bidder/Proposer)

JAMES G. EMMET

Print Name

SENTINEL TECHNOLOGIES

Firm Name

11/26/13

Date

Subscribed and sworn before me

this 26 day of NOVEMBER 2013.

Notary Public Maida North

SEAL

MAIDA NORTH
OFFICIAL SEAL
Notary Public, State of Illinois
My Commission Expires
May 08, 2017

THE BOARD OF COMMISSIONERS
TONI PRECKWINKLE, PRESIDENT

Earlean Collins	1st Dist.	Bridget Gainer	10th Dist.
Robert Steele	2nd Dist.	John P. Daley	11th Dist.
Jerry Butler	3rd Dist.	John A. Fritchey	12th Dist.
Stanley S. Moore	4th Dist.	Lawrence Suffredin	13th Dist.
Deborah Sims	5th Dist.	Gregg Goslin	14th Dist.
Joan P. Murphy	6th Dist.	Timothy O. Schneider	15th Dist.
Jesus G. Garcia	7th Dist.	Jeffrey R. Tobolski	16th Dist.
Edwin Reyes	8th Dist.	Elizabeth Ann Doody Gorman	17th Dist.
Peter N. Silvestri	9th Dist.		

COUNTY OF COOK
BUREAU OF FINANCE
OFFICE OF CONTRACT COMPLIANCE
JACQUELINE GOMEZ
DIRECTOR

County Building
118 North Clark Street, Room 1020
Chicago, Illinois 60602-1304
TEL: (312) 603-5502

April 22, 2013

Ms. Theresa Jamison,
Vice-President
Smart Technology Services, Inc.
156 North Jefferson St. Ste. 200
Chicago, IL 60661

Dear Ms. Jamison:

Thank you for your interest in Cook County's Minority, Women Business and Veteran Enterprise (MBE/WBE/VBE) Program. Your Application was received on April 15, 2013.

The Office of Contract Compliance will conduct a through investigation of your Application. The Compliance Officer assigned will verify statements and review documents prior to a site visit. Barring delays caused by your submission of incomplete documentation and/or the complexity of your Application, we estimate that the process should take no more than ninety (90) business days.

We look forward to working with you. If you have any questions regarding the status of your Application, please contact me at 312-603-7645.

Sincerely,

Eli Washington
Compliance Officer

Printed on Recycled Paper

TONI PRECKWINKLE
PRESIDENT
Cook County Board
of Commissioners

EARLEAN COLLINS
1st District

ROBERT STEELE
2nd District

JERRY BUTLER
3rd District

STANLEY MOORE
4th District

DEBORAH SIMS
5th District

JOAN PATRICIA MURPHY
6th District

JESUS G. GARCIA
7th District

EDWIN REYES
8th District

PETER N. SILVESTRI
9th District

BRIDGET GAINER
10th District

JOHN P. DALEY
11th District

JOHN A. FRITCHEY
12th District

LARRY SUFFREDIN
13th District

GREGG GOSLIN
14th District

TIMOTHY O. SCHNEIDER
15th District

JEFFREY R. TOBOLSKI
16th District

ELIZABETH ANN DOODY GORMAN
17th District

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

July 19, 2013

Mr. Stephen Baker
President
Smart Technology Services, Inc.
156 North Jefferson Street, Ste. 200
Chicago, IL 60661

Annual Certification Expires: July 19, 2014

Dear Mr. Baker:

Congratulations on your continued eligibility for Certification as a **MBE** by Cook County Government. This annual **MBE** Certification is valid until **July 19, 2014**.

As a condition of continued certification during this three (3) year period, you must file a **"No Change Affidavit" within sixty (60) days prior** to the date of annual expiration. Failure to file this Affidavit shall result in the termination of your certification. You must notify Cook County Government's Office of Contract Compliance of any change in ownership or control or any other matters or facts affecting your firm's eligibility for certification.

Cook County Government may commence action to remove your firm as a **MBE** vendor if you fail to notify us of any changes of facts affecting your firm's certification, or if your firm otherwise fails to cooperate with the County in any inquiry or investigation. Removal of status may also be commenced if your firm is found to be involved in bidding or contractual irregularities.

Your firm's name will be listed in Cook County's Directory of Minority Business Enterprise, Women Business Enterprise and/ or Veteran Business Enterprise in the area(s) of specialty:

TECHNOLOGY: IT CONSULTING – LAN/WAN, COMPUTER INSTALLATION, TRAINING AND REPAIR; SOFTWARE INSTALLATION, REPAIR AND SUPPORT; REGULAR DEALER: COMPUTER HARDWARE AND SOFTWARE

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

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

Sincerely,

Jacqueline Gomez
Contract Compliance Director

JG/ehw
2015

MBE/WBE UTILIZATION PLAN (SECTION 1)

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

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

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

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

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

II. ☐ **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: CORPORATE TRAVEL

Address: 450 E. 22nd STREET, Lombard, IL 60148

E-mail: JANEIB@CORPTRAV.COM

Contact Person: JANE IBATIO Phone: 630-691-9100

Dollar Amount Participation: $_____

Percent Amount of Participation: 10 %

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

MBE/WBE Firm: _____

Address: _____

E-mail: _____

Contact Person: _____ Phone: _____

Dollar Amount Participation: $_____

Percent Amount of Participation: _____ %

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

Attach additional sheets as needed.

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

COOK COUNTY GOVERNMENT LETTER OF INTENT (SECTION 2)

M/WBE Firm: CORPORATE TRAVEL

Certifying Agency: Cook County

Address: 450 E. 22nd STREET

Certification Expiration Date:

City/State: Lombard IL Zip 60148

FEIN #:

Phone: 630-691-9100 Fax:

Contact Person: MS. JANE BATIO

Email: JANEB@CORPTRAV.COM

Contract #: 13011

Participation: [ ] Direct [X] 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:

Provide TRAVEL SERVICES

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

10 %

(If more space is needed to fully describe M/WBE Firm's proposed scope of work and/or payment schedule, attach additional sheets)

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

L Jane Batio
Signature (M/WBE)

J. JANE BATIO
Print Name

CORPORATE TRAVEL
Firm Name

11/25/13
Date

Signature (Prime Bidder/Proposer)

JAMES G. EMMET
Print Name

SENTINEL TECH
Firm Name

11/26/13
Date

Subscribed and sworn before me

this 25th day of November, 2013.

Notary Public Glenda M. Krisik

SEAL

OFFICIAL SEAL
GLENDA M KRISIK
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES:12/01/14

Subscribed and sworn before me

this 26 day of NOVEMBER, 2013.

Notary Public Maida North

SEAL

MAIDA NORTH
OFFICIAL SEAL
Notary Public, State of Illinois
My Commission Expires
May 06, 2017

WBENC Women's Business Enterprise National Council

hereby grants

National Women's Business Enterprise Certification

to

CORPORATE TRAVEL CONSULTANTS, INC

dba

CORPORATE TRAVEL MANAGEMENT GROUP, INC

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

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

Expiration Date: 04/30/2014
WBENC National Certificate Number: 238102

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

NAICS Codes: 561510

UNSPSC Codes: 90121502

ECONOMIC DISCLOSURE STATEMENT

REQUIRED DISCLOSURES (SECTION 5)

1. DISCLOSURE OF LOBBYIST CONTACTS

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

Name Address

NONE

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

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

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

Yes ____ No X

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

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

Yes ____ No X

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

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

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

ECONOMIC DISCLOSURE STATEMENT

4. REAL ESTATE OWNERSHIP DISCLOSURES.

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

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

PERMANENT INDEX NUMBER(S): _____

_____

_____

(ATTACH SHEET IF NECESSARY TO LIST ADDITIONAL INDEX NUMBERS)

OR:

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

5. EXCEPTIONS TO CERTIFICATIONS OR DISCLOSURES.

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

_____

_____

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.

CONTRACT NO. 13011

ECONOMIC DISCLOSURE STATEMENT

COOK COUNTY AFFIDAVIT OF CHILD SUPPORT OBLIGATIONS

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

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

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

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

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

Privilege Information:

County Privilege: 1388-13011

County Department: Cook County Clerk

Applicant Information:

Last name:_____ First Name: SENTINEL TECHNOLOGIES MI:_____

SS# (Last Four Digits): ____ ____ ____ ____ Date of Birth:_____

Street Address: 2550 WARRENVILLE ROAD, DOWNERS GROVE, IL 60515

City:_____ State:_____ Zip:_____

Home Phone: (___)_____ Drivers License No: _____

Child Support Obligation Information:

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

_X_ A. The Applicant has no judicially or administratively ordered child support obligations.

_____ B. The Applicant has an outstanding judicially or administratively ordered obligation, but is paying in accordance with the terms of the order.

_____ C. The Applicant is delinquent in paying judicially or administratively ordered child support obligations

_____ D. The Applicant is not a substantial owner as defined above.

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

X Signature:_____ Date: 10/23/13

Subscribed and sworn to before me this 23RD day of OCTOBER, 20 13

X Maida North

Notary Public Signature

MAIDA NORTH

Notary Seal

MAIDA NORTH
OFFICIAL SEAL
Notary Public, State of Illinois
My Commission Expires
May 06, 2017

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

CONTRACT NO. 13011

ECONOMIC DISCLOSURE STATEMENT

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: SENTINEL TECHNOLOGIES D/B/A: _____ EIN NO.: 36-3199182

Street Address: 2550 WARRENVILLE ROAD

City: DOWNERS GROVE State: IL Zip Code: 60515

Phone No.: 630-769-4300

Form of Legal Entity:

[ ]	Sole Proprietor	[ ]	Partnership	[X]	Corporation	[ ]	Trustee of Land Trust
[ ]	Business Trust	[ ]	Estate	[ ]	Association	[ ]	Joint Venture
[ ]	Other (describe) _____						

CONTRACT NO. 13011

ECONOMIC DISCLOSURE STATEMENT

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
DENNIS HOELZER	2330 WARRENVILLE Rd DOWNERS GROVE, IL 60515	13.9%
MARY HOELZER	" " "	10.7%
JAMES EMMEL	" " "	9.9%

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

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

3. Is the Applicant constructively controlled by another person or Legal Entity? [ ] Yes [X] No

If yes, state the name, address and percentage of beneficial interest of such person or legal entity, and the relationship under which such control is being or may be exercised.

Name	Address	Percentage of Beneficial Interest	Relationship

Declaration (check the applicable box):

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

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

X Timothy Hill — CFO

Name of Authorized Applicant/Holder Representative (please print or type) — Title

Signature — 10-14-2013

Date

THill@sentinel.com — (630) 769-4175

E-mail address — Phone Number

Subscribed to and sworn before me this 14th day of October, 2013.

My commission expires:

X

Notary Public Signature — **Notary Seal**

OFFICIAL SEAL
DIANE MENNECKE
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES:03/07/16

ECONOMIC DISCLOSURE STATEMENT

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

FAMILIAL RELATIONSHIP DISCLOSURE PROVISION:

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

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

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

DEFINITIONS:

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

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

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

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

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

CONTRACT NO. 13011

ECONOMIC DISCLOSURE STATEMENT

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: SENTINEL TECHNOLOGIES Title: _____

Business Entity Name: _____ Phone: _____

Business Entity Address: 2550 WARRENVILLE ROAD, DOWNERS GROVE, IL 60515

_____ 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.

X _____ 10/13/23

Owner/Employee's Signature Date

Subscribe and sworn before me this 23RD day of OCTOBER, 2013.

a Notary Public in and for DUPAGE County

_____

(Signature)

NOTARY PUBLIC SEAL

MAIDA NORTH
OFFICIAL SEAL
Notary Public, State of Illinois
My Commission Expires
May 06, 2017

My Commission expires MAY 6, 2017

Completed forms must be filed within 30 days of the execution of any contract or lease with Cook County and should be mailed to:

Cook County Board of Ethics
69 West Washington Street,
Suite 3040
Chicago, Illinois 60602

CONTRACT NO. 13011

ECONOMIC DISCLOSURE STATEMENT

SIGNATURE BY A CORPORATION

(SECTION 9)

The Undersigned hereby certifies and warrants: that all of the statements, certifications and representations set forth in this EDS are true, complete and correct; that the Undersigned is in full compliance and will continue to be in compliance throughout the term of the Contract or County Privilege issued to the Undersigned with all the policies and requirements set forth in this EDS; and that all 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: SENTINEL TECHNOLOGIES, INC

BUSINESS ADDRESS: 2550 Warrenville Rd, Downers Grove, IL 60515

BUSINESS TELEPHONE: 630-769-4300 FAX NUMBER: 630-769-1399

CONTACT PERSON: DALE SCHWENDEMAN

FEIN: 36-3199182 *CORPORATE FILE NUMBER: D5376-471-1

PLEASE LIST THE FOLLOWING OFFICERS:

PRESIDENT: DENNIS HOELZER VICE PRESIDENT: BRIAN OSBORNE

SECRETARY: JAMES EMMEL TREASURER: TIM HILL

**SIGNATURE OF PRESIDENT:

ATTEST: (CORPORATE SECRETARY)

Subscribed to and sworn before me

this 14th day of October, 2013.

X

Notary Public Signature

My commission expires:

OFFICIAL SEAL
DIANE MENNECKE
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES:08/07/16

Notary Seal

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

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

CONTRACT NO. 13011

ECONOMIC DISCLOSURE STATEMENT

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:

Sm G. M

COOK COUNTY CHIEF PROCUREMENT OFFICER

DATED AT CHICAGO, ILLINOIS THIS 27 DAY OF January, 20 14.

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

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

13-88-13011

APPROVED BY BOARD OF
COOK COUNTY COMMISSIONERS

OR

JAN 15 2014

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

TOTAL AMOUNT OF CONTRACT: $ 320,892.00

(DOLLARS AND CENTS)

FUND CHARGEABLE: 5240583.520835

APPROVED AS TO FORM:

NOT REQUIRED

ASSISTANT STATE'S ATTORNEY

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