

CONTRACT FOR SERVICE

CONTRACT NO. 1441-13583



HOURLY EQUIPMENT MODIFICATION SERVICES

FOR

COOK COUNTY BUREAU OF TECHNOLOGY

WITH: IBM CORPORATION

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

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

107161

CONTRACT FOR SERVICE
PART I
AGREEMENT

This CONTRACT is made and entered into by and between the County of Cook, a public body corporate of the State of Illinois, hereinafter the "County" and **IBM CORPORATION**, hereinafter the "Contractor".

WHEREAS, the County is responsible for procuring services **COOK COUNTY BUREAU OF TECHNOLOGY** (hereinafter the "Using Department");

WHEREAS, the Using Department requires the following services: **HOURLY EQUIPMENT MODIFICATION SERVICES**;

WHEREAS, the Contractor is able and willing to provide such services, hereafter referred to as the "Work Program" as required by the County, upon the terms and conditions hereinafter provided and in consideration for the fees set forth herein;

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

I. WORK PROGRAM

The Contractor agrees to perform the following services:

AS SET FORTH IN EXHIBIT "A" and "B"

II. CONTRACT TERM AND RENEWAL TERMS

This Contract shall be for twelve (12) months effective after proper execution of the Contract by the County and shall include two (2) one (1) year options to renew. The options to renew are subject to the following terms: Seventy-five (75) days prior to the termination of the initial contract term or any subsequent renewal period, the Contractor shall provide written notice to the Chief Procurement Officer of the impending contract expiration and a quote listing the price to be paid for services during the renewal term. Thereafter, the County shall determine whether to renew the Contract for an additional year and provided notice to the Contractor no later than thirty (30) days prior to the expiration of the term.

III. PAYMENT

All charges shall not exceed the amount of \$10,000.00 and shall be paid in accordance with Exhibit "A" and the Cook County Travel Policy. Invoices in triplicate on County Invoice Form 29A shall be, submitted by the Contractor to the Using Department when requesting payment. The County shall have the right to examine the books of the Contractor for the purpose of auditing the same with reference to all charges made to the County.

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

IV. GENERAL CONDITIONS

This Contract incorporates and is subject to the provisions attached hereto as Part II, General Conditions, and Contract for Service and is incorporated herein by this reference. Contractor's attention is specially directed to GC-01, Subcontracting or Assignment of Contract Funds.

V. EXHIBITS

This Contract incorporates the following Contractor Documentation:

1. Exhibit "A" IBM Statement of Work
2. Exhibit "B" Customer Agreement (but only to the extent set forth below).

The following portions of the document attached Exhibit B shall not be incorporated into this Contract and shall be null and void as to the parties to this agreement: Section 1.2, Part 3, Part 4.

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

SPECIFICATIONS AND AGREEMENT

The undersigned declares that he has carefully examined the Agreement Form, General and Special Conditions and Specifications identified as Contract no. 1441-13583 for **HOURLY EQUIPMENT MODIFICATION SERVICES** for **COOK COUNTY BUREAU OF TECHNOLOGY**, as prepared by Cook County and that he has familiarized himself with all of the conditions under which it must be carried out and understands that by this agreement he waives all right to plead any misunderstanding regarding the same.

<u>ITEM NO.</u>	<u>UNIT OF MEASURE</u>	<u>QTY.</u>	<u>DESCRIPTION</u>
1.	YEAR	1	HOURLY EQUIPMENT MODIFICATION SERVICES AS PER EXHIBIT "A" HEREIN.

**GRAND TOTAL
NOT TO EXCEED: \$10,000.00**

**GENERAL CONDITIONS
SUPPLY/SERVICE****GC-01 SUBCONTRACTING OR ASSIGNMENT OF CONTRACT OR CONTRACT FUNDS**

Except for the assignment of its rights to payments without obtaining the County's consent, once awarded, this Contract shall not be subcontracted or assigned, in whole or in part, without the advance written approval of the Chief Procurement Officer, which approval shall be granted or withheld at the sole discretion of the Chief Procurement Officer. In no case, however, shall such approval relieve the Contractor from its obligations or change the terms of the Contract. The Contractor shall not transfer or assign any Contract funds or any interest therein due or to become due without the advance written approval of the Chief Procurement Officer. The unauthorized subcontracting or assignment of the Contract, in whole or in part, or the unauthorized transfer or assignment of any Contract funds, either in whole or in part, or any interest therein, which shall be due or are to become due the Contractor shall have no effect on the County and are null and void.

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

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

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

GC-02 PERSONNEL

The quality, experience and availability of personnel employed by the Contractor is of the essence. The Contractor shall be fully responsible to County for all work performed pursuant to this Contract by Contractor's employees, subcontractors or others who may be retained by the Contractor with the approval of the County.

GC-03 INSURANCE REQUIREMENTS

- 1) The Contractor shall require all policies of insurance that are related to the work and are secured and maintained by Contractor and all tiers of subcontractors.
- 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 related to the work and that are secured and maintained by Contractor.
- 3) The Contractor shall require all tiers of subcontractors to waive the rights of recovery against Cook County and all tiers of subcontractors.

Insurance Requirements of the Contractor

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

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

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

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

1. Coverages**(a) Workers Compensation Insurance**

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

The Workers Compensation policy shall also include the following provisions:

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

GC-03 INSURANCE REQUIREMENTS (CON'T.)**(b) Commercial General Liability Insurance**

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

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

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

(c) Comprehensive Automobile Liability Insurance

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

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

(d) Umbrella/Excess Liability Insurance

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

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

2. Additional requirements**(a) Additional Insured**

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

(b) Qualification of Insurers

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

GC-03 INSURANCE REQUIREMENTS (CON'T.)**(c) Insurance Notices**

Contractor 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 of such policies. Prior to the date on which Contractor commences performance of its part of the work, Contractor shall furnish to the County certificates of insurance maintained by Contractor.

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

GC-04 INSPECTION AND RESPONSIBILITY

At any and at all times during the term of the Contract and at any location where the Contract is performed, the County shall have a right to inspect any Deliverables provided in carrying out this Contract. The Contractor shall be solely responsible for the quality and standards of all Deliverables furnished under this Contract. Deliverables may be rejected by the Chief Procurement Officer and/or the Director of the Using Department if they fail to meet Contract requirements or are provided in a manner which does not meet Contract requirements. Any Deliverables rejected shall be removed within a reasonable time from the premises of the County at the entire expense of the Contractor, after notice has been given by the County to the Contractor that such Deliverables have been rejected.

GC-05 INDEMNIFICATION

The Contractor covenants and agrees to indemnify and save harmless the County and its commissioners, officials, employees, agents and representatives, and their respective heirs, successors and assigns, from and against any and all damages or liability to third parties for personal injury or damage to real property to the extent caused solely by the vendor while performing this Contract. In the event such a damages claim is made against the County or anyone named herein arising out of Contractor's performance of this Contract, the County shall immediately notify Contractor and allow Contractor to participate and control the defense of the claim if Contractor so elects

GC-06 PAYMENT

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

GC-07 PREPAID FEES

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

GC-08 TAXES

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

GC-09 PRICE REDUCTION

[Intentionally Omitted]

GC-10 CONTRACTOR CREDITS

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

GC-11 DISPUTES

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

GC-12 DEFAULT

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

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

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

GC-13 COUNTY'S REMEDIES

Following notice of material breach to Contractor, the County reserves the right to withhold payments otherwise owed to Contractor until such time as Contractor has cured the breach.

If the Contractor fails to remedy a material breach during the thirty (30) day cure period pursuant to General Condition GC-12, Default, or if Contractor commits a subsequent material breach within a twelve month period or expresses an unwillingness or inability to continue performing the Contract in accordance with its terms, the County shall have the right to terminate this Contract upon written notice to the Contractor which shall set forth the effective date of such termination.

In addition, the County shall have the right to pursue all remedies in law or equity subject to the limits set forth in Exhibit B.

GC-14 CONTRACTOR'S REMEDIES

If the County has been notified of breach and fails to remedy the breach during the thirty (30), or ninety (90) days in the event there is a breach of the County's payment obligations pursuant to General Condition GC-12, Default, the Contractor shall have the right to terminate this Contract upon not less than thirty (30) days prior written notice to the County, which notice shall set forth the effective date of termination.

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

GC-15 DELAYS

Contractor agrees that no charges or claims for damages shall be made by Contractor for any delays or hindrances not caused by the County during the progress of any portion of this Contract.

GC-16 MODIFICATIONS AND AMENDMENTS

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

from the same Contractor by the same Using Department is equal to or exceeds \$150,000.00. The "amount" of a Contract shall mean the maximum amount payable under such Contract.

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

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

GC-17 PATENTS, COPYRIGHTS AND LICENSES

See Exhibit B.

GC-18 COMPLIANCE WITH THE LAWS

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

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

GC-19 MINORITY AND WOMEN BUSINESS ENTERPRISES
COOK COUNTY ORDINANCE CHAPTER 10-43.7 PROFESSIONAL AND
CONSULTING SERVICE AND SOLE SOURCE

I. POLICY AND GOALS

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

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

- C. A Waiver Request must be submitted with the Proposal, documenting the inability of the Proposer to meet the goals, and providing written evidence of "Good Faith Efforts," to obtain goals.

- D. A Proposer's failure to carry out its MBE/WBE commitments in the course of performance on a contract shall constitute a material breach of the contract, and if such breach is not appropriately cured, may result in the termination of the contract or such other remedies authorized by the Ordinance as the County deems appropriate.

II. REQUIRED SUBMITTALS

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

A. MBE/WBE Participation Documentation

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

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

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

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

B. Use of MBE/WBE Professionals

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

C. Affirmative Action Plan

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

III. NON-COMPLIANCE

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

IV. REPORTING/RECORD KEEPING REQUIREMENTS

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

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

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

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

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

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

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

V. EQUAL EMPLOYMENT OPPORTUNITY

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

Any questions regarding this document should be directed to:

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

GC-20 MATERIAL DATA SAFETY SHEET

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

GC-21 CONDUCT OF THE CONTRACTOR

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

GC-22 ACCIDENT REPORTS

The Contractor shall provide the Chief Procurement Officer and the Using Department with a written report within a reasonable time of an accident on the site which pertains in any way to this Contract and involves the Contractor's own personnel, or those of any of his subcontractors or others whether said occurrence be in nature of bodily injury to employees or third parties or property damage. In any event, Contractor will provide such a report within two business days after the IBM Project Manager has notice of the accident. The report shall include the name of person(s) injured, if any; name of the injured person's employer, if any; the date, time and location of the occurrence; description of the extent of injury and/or damage; the name(s) of witnesses; the names of any providers known to have provided treatment for injuries sustained; and such other information as may be required by the County. The Contractor shall notify the local police regarding any occurrence requiring an official police record. The report submitted to the County should indicate whether the police were notified and, if so, the number of the police report.

GC-23 USE OF COUNTY PREMISES AND RESOURCES

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

GC-24 TERMINATION FOR CONVENIENCE AND SUSPENSION OF CONTRACT

The County may terminate this Contract or any portion, at any time by notice in writing from the County to the Contractor. Payment for the work performed or initiated before the effective date of such termination shall be based upon the services/goods actually performed/supplied by the Contractor to the date of termination. Such payment so made to the Contractor shall be in full settlement for services rendered under this Contract.

GC-25 GENERAL NOTICE

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

TO THE COUNTY:

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

TO THE CONTRACTOR:

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

GC-26 GUARANTEES AND WARRANTIES

All Deliverables shall be covered warranties and guarantees stated in the Exhibits to this Contract.

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

GC-27 STANDARD OF DELIVERABLES

Except as may be expressly stated in the Special Conditions or Specifications of this Contract, only new, originally manufactured Deliverables will be accepted by the County. The County will not accept any Deliverables that have been refurbished, rebuilt, restored or renovated in any manner. In addition, experimental materials will not be acceptable. Deliverables not produced by regular production methods and/or which have not been offered for sale to the public through accepted industry trade channels for a reasonable period of time prior to the commencement of the Contract will be considered experimental.

GC-28 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-weight at the nearest available railroad scale.

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

GC-29 QUANTITIES

[Intentionally Omitted]

GC-30 CONTRACT INTERPRETATION

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

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. Part I of this Contract
2. Part II – General Conditions
3. Economic Disclosure Forms and Execution
4. Exhibits to this Contract

GC-31 CONFIDENTIALITY AND OWNERSHIP OF DOCUMENTS

The confidentiality provisions of this Contract shall be as set forth in Exhibit C,

GC-32 GOVERNING LAW

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

GC-33 AUDIT; EXAMINATION OF RECORDS

Upon receipt of a reasonable written request from the County, the Contractor agrees that the Cook County Auditor or any of its duly authorized representatives shall, until three (3) years after the final payment under the Contract, have access and the right to examine any non-confidential documents, papers, invoices and records directly related to: (i) charges paid by the County; or (ii) Contractor's compliance with any term, condition or provision hereof. Such access and right shall be: (i) at the County's sole expense; (ii) conducted during Contractor's normal business hours; and (iii) subject to Contractor's security procedures. 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.

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

GC-34 WAIVER

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

GC-35 ENTIRE CONTRACT

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

GC-36 FORCE MAJEURE OR UNAVOIDABLE DELAYS

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

GC-37 INDEPENDENT CONTRACTOR STATUS; NO THIRD PARTY BENEFICIARIES

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

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

GC-38 GOVERNMENTAL JOINT PURCHASING AGREEMENT

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

GC-39 COOPERATIVE PURCHASING

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

GC-40 COOPERATION WITH INSPECTOR GENERAL

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

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

IBM Comment: Is the Required Consents clause needed for this transaction -- or insert it as part of the boilerplate terms? Any other terms that need to be added?

GC-41 FEDERAL CLAUSES
[Intentionally Omitted]

END OF SECTION

CONTRACT NO.1441-13583

EXHIBIT "A"

IBM STATEMENT OF WORK

IBM Statement of Work for Services

1 Scope of Work

This section describes the Services that IBM will provide under this Statement of Work (SOW). Specifically, IBM will provide *COOK COUNTY* (also called 'you' or 'your') with:

- Hourly Equipment Modification Services

These Services will be provided at the following Designated Location:

*118 N CLARK ST
CHICAGO, IL 60602-1304*

IBM agrees to provide the Services described in this SOW provided you accept this SOW, **without modification**, by signing in the space below on or before **June 30, 2014**.

This SOW, its Appendices if any, the Cook County General Conditions and the IBM Customer Agreement (identified below, are the complete agreement regarding the Services, and replace all prior oral or written communications, representations, undertakings, warranties, promises, covenants, and commitments between you and IBM regarding this transaction. In entering into this SOW, neither party is relying upon any representation made by or on behalf of IBM that is not specified in the Agreement or this SOW. Additional or different terms in any written communication from you (such as a purchase order) are void. Each party agrees that no modifications have been made to this SOW.

Each party accepts the terms of this SOW by signing this SOW (or another document that incorporates it by reference) by hand or, where recognized by law, electronically. Once signed, please return a copy of this document to the IBM address shown below. Any reproduction of this SOW made by reliable means (for example, electronic image, photocopy, or facsimile) is considered an original and all Services and Products ordered under this SOW are subject to it.

SUPPLY HARD COPY PURCHASE ORDER: _____

Date:

Customer number: 2177634

Customer address:

*118 N CLARK ST
CHICAGO, IL 60602-1304*

Total Estimated Charges:

(If All Hours Are Used)

\$4,725.00

Date:

Reference Agreement number: SSL8292

SMA Proposal Number: PRRU443G3057

Estimated Start Date: *April 03, 2014*

Estimated End Date: *September 30, 2014*

IBM Company address:

*7100 Highlands Parkway
Atlanta, GA 30082*

*Please return signed copy and PO to
rudell@us.ibm.com*

1.1 Equipment Modification Services

IBM will provide the following Services to modify your IBM Machines for which IBM offers maintenance services, or Machines that you are the authorized agent for, or selected Non IBM Machines (OEM), at Designated Locations specified by you and agreed to by IBM.

Scope of Work

Cook County will provide power and data cabling to new 3494 location - no data or power cabling required by IBM.

Project will coincide with IBM 3745 conversion to channel extension for communication between iSeries and zSeries platforms.

IBM personnel must stay on site while tape read and write tests are performed with the newly configured vault.

3494 Tape Vault

- Reposition vault approximately 10 feet within the same data center; no stairs
- Reduce vault from 6 frames to 3
- Install two existing drives per frame, disconnect all other drives
- Install new vault cable for three frame system (to be obtained under separate cover)
- Disconnect IBM B10 3494 VTS

3494 Tape Vault – New Configuration

Cabinet 1: 7818109 - Control Unit	3590 H1A Drive: CC808 3590 H1A Drive: CC636
Cabinet 2: 7882927	3590 H1A Drive: CC667 3590 H1A Drive: CC777
Cabinet 3: 7883232	Keep for additional tape slots (no drives)
Cabinet 4: 7880199	Remove
Cabinet 5: 7883234	Remove
Cabinet 6: 7883233	Remove

Other Tape Drives

- Disconnect IBM 3590 E11 (12005) in standalone cabinet (upper bay)
- Disconnect IBM 3490 in standalone cabinet (lower bay)

For IBM Machines, IBM will:

- provide the IBM CE with the modification instructions required to install the requested feature(s);
- order, upon your written request, the configuration tapes and/or diskettes required for each modification, and bill you separately for these items;
- check that IBM parts provided by you are at a proper EC level compatible with the Machine(s) being modified. If such parts provided by you are not at a compatible EC

- level, the requested modification will not be performed until you obtain compatible parts;
- install the requested modification(s) upon notification that parts are onsite;
 - update the equipment documentation with logic pages that have been supplied by you;
 - place the removed parts into IBM approved packing material that is supplied by you; and
 - establish that the Machine is working correctly upon completion of the requested services. IBM parts provided by you, determined to be defective at the time of the Modification, will be your responsibility to replace.

For OEM Machines, IBM will:

- not perform Modification, unless you provide the following items for any OEM Machine you own:
 - letter requesting Modification of OEM Machine (type/serial number),
 - OEM parts provided by you,
 - all OEM parts at compatible EC levels to Machine,
 - installation instructions and other material needed for Modifications are on site prior to start date,
 - parts determined to be defective and/or parts not at compatible EC levels are your responsibility,
- submit the required IBM documents to the manufacturing plant and local IBM office administration to update the Machine Level Control history, if on IBM maintenance; and,
- notify you upon completion of these Services.

2 Estimated Schedule

The Services will be performed consistent with the estimated schedule mutually agreed to by both of us. We both agree to make reasonable efforts to carry out our respective responsibilities according to such schedule.

The following is provided for planning purposes:

Estimated Start Date: April 03, 2014

Estimated End Date: September 30, 2014

3 Your Other Responsibilities

Your responsibilities listed in this SOW in addition to those responsibilities specified in the Agreement are to be provided at no charge to IBM. IBM's performance is predicated upon the following responsibilities being fulfilled by you.

Prior to the start of this SOW, you will designate, in writing, a person who will be your Project Manager. All of IBM's communications will be addressed to the Project Manager who has the authority to act for you in all aspects of the SOW. The Project Manager will perform the following activities:

- interface between IBM's Project Manager and your organizations;
- administer the Project Change Control Procedure with IBM's Project Manager;
- arrange reasonable and safe access to project site for project personnel, as required;
- arrange adequate office space with telephone access for project personnel, as required;

- conduct any communications through IBM's Project Manager;
- help resolve project issues and escalate issues within your organization as required;
- obtain and provide project requirements, data, decisions and approvals, within three business days.
- agree that IBM may process the business contact information of your employees and contractors and information about you as a legal entity (contact information) in connection with IBM Products and Services or in furtherance of IBM's business relationship with you. This contact information can be stored, disclosed internally and processed by International Business Machines Corporation and its subsidiaries, Business Partners and subcontractors wherever they do business, solely for the purpose described above provided that these companies comply with applicable data privacy laws related to this processing. Where required by applicable law, you have notified and obtained the consent of the individuals whose contact information may be stored, disclosed internally and processed and will forward their requests to access, update, correct or delete their contact information to IBM who will then comply with those requests.
- you acknowledge that it is your responsibility to identify and make the interpretation of any applicable federal, state and local laws, regulations and statutes and insure that products of the system meet those requirements.
- you will obtain any necessary consents and take any other actions required by applicable laws, including but not limited to data privacy laws, prior to disclosing any of your employee information or other personal information or data to IBM. You also agree that with respect to data that is transferred or hosted outside of the United States, you are responsible for ensuring that all such data transmitted outside of the United States adheres to the laws and regulations governing such data.
- you understand and agree that IBM is permitted to use global resources (non-permanent residents used locally and personnel in locations worldwide) for the delivery of Services.
- each party will each comply with applicable export and import laws and associated embargo and economic sanction regulations, including those of the United States, that prohibit or restrict the export, re-export, or transfer of Products, technology, Services or data, directly or indirectly, to or for certain countries, end uses or end users.

4 Completion Criteria

IBM shall have fulfilled its obligations under this SOW when any one of the following first occurs:

- IBM expends the number of hours performing the Services specified in the "Charges" section or in any subsequent Change Authorization; or
- the estimated end date specified herein or in any subsequent Change Authorization has expired; or
- you terminate the SOW in accordance with the provisions of the Agreement

5 Deliverable Materials

None

6 Delays

The Estimated Schedule will be reasonably extended and the charges adjusted, if necessary, as described in the "Project Change Control Procedure" section if the project is delayed by:

- acts or omissions of you or your employees or other contractors employed by you;

- additional requirements imposed by you or any government agencies;
- labor disputes;
- fire;
- unusual delays in transportation;
- adverse weather conditions which IBM cannot reasonably anticipate;
- unavoidable casualties;
- concealed or unforeseen conditions; and
- other causes beyond our control.

6.1 Safety or Code Violations

IBM is not responsible for the identification or correction of any safety and/or code violations, whether federal, state or local, including but not limited to fire and electrical codes. If IBM discovers any such safety and/or code violations during the course of this SOW, IBM will notify you. IBM will not be required to proceed with the Services until you remedy such violation. IBM is not responsible for the detection or removal of asbestos, hazardous waste, or other pollutants nor is IBM responsible for any delays caused by such safety and/or code violations.

The information contained in this SOW is based on information provided to IBM by you. If conditions are found to differ from what was indicated by you, any changes necessary in this SOW will be handled via the Project Change Control Procedure.

7 Charges

IBM will provide up to 21 HOURS at \$225.00 per hour.

The total estimated charge is \$4,725.00, plus applicable taxes, which is exclusive of applicable federal, state, and local taxes, travel expenses and shipping charges. IBM will bill you monthly for hours provided. Invoices are payable in accordance with the terms of this Contract

This Services Charge does not include charges for configuration tapes, diskettes, packing material, missing, incorrect or defective parts that may be required for the requested Services.

If travel is required, Customer is responsible for all reasonable travel and living expenses, which would include actual transportation and lodging, per diem meal expenses and other reasonable and necessary charges associated with such travel and living expenses (e.g. luggage charges) incurred by IBM's personnel during the performance of the Services in accordance with the Cook County Travel Policy. Travel and living expenses will be invoiced monthly.

You will also be invoiced separately on an Hourly Service (time and material) basis for the following services if requested of IBM:

- over-time work authorized by you to accelerate the schedule either as to the final completion date or any interim date;
- work required of IBM to correct Machine malfunctions, unless such repairs are covered by an existing IBM agreement;
- work required of IBM to correct the results of repair or reconfiguration work done by others;
- work required of IBM to test and perform problem determination on OEM cables as they affect IBM Machine performance;

- work incurred by IBM to replace missing parts, defective parts or parts not furnished by IBM that require replacement; and,
- additional time incurred by IBM caused by delays waiting for parts, equipment arrival, or access to your Designated Location(s).

8 Project Change Control Procedure

If a change to this SOW is required, both of us agree to use a Project Change Request (called "PCR") as the vehicle for communicating change. The PCR must describe the change, the rationale for the change and the effect the change will have on the project.

The designated lead of the requesting party will review the proposed change and determine whether to submit the request to the other party.

Both of us will review the proposed change and approve it for further investigation or reject it. IBM will specify any charges for such investigation. If the investigation is authorized, both of us will sign the PCR which will constitute approval for the investigation charges. IBM will invoice you for any such charges. The investigation will determine the effect that the implementation of the PCR will have on price, schedule and other terms and conditions of the Agreement.

A written Change Authorization and/or PCR must be signed by both of us to authorize implementation of the investigated changes.

CONTRACT NO. 1441-13583

EXHIBIT "B"

IBM Customer Agreement

IBM Customer Agreement

Thank you for doing business with us. We strive to provide you with the highest quality Products and Services. If, at any time, you have any questions or problems, or are not completely satisfied, please let us know. Our goal is to do our best for you.

This IBM Customer Agreement (called the "Agreement") covers business transactions you may do with us to purchase Machines, license Programs, and acquire Services.

This Agreement and its applicable Attachments and Transaction Documents* are the complete agreement regarding these transactions, and replace any prior oral or written communications between us. *(

By signing below for our respective Enterprises, each of us agrees to the terms of this Agreement. Once signed, 1) any reproduction of this Agreement, an Attachment, or Transaction Document made by reliable means (for example, photocopy or facsimile) is considered an original and 2) all Products and Services you order under this Agreement are subject to it.

Agreed to: (Enterprise name)

Agreed to:
International Business Machines Corporation

By _____
Authorized signature

By _____
Authorized signature

Name (type or print):

Name (type or print):

Date:

Date:

Enterprise number:

Agreement number:

Enterprise address:

IBM Office address:

After signing, please return a copy of this Agreement to the local IBM Office address shown above.

IBM Customer Agreement

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IBM Customer Agreement

Part 1 - General

1.1 Definitions

Customer-set-up Machine is an IBM Machine that you install according to our instructions.

Date of Installation is the following:

1. for an IBM Machine —
 - a. the business day after the day we install it or, if you defer installation, make it available to you for installation, or
 - b. the second business day after the end of a Customer-set-up Machine's standard transit allowance period;
2. for a non-IBM Machine, the second business day after its arrival; and
3. for a Program, the latest of —
 - a. the day after its testing period ends,
 - b. 10 days after we ship it, or
 - c. the day, specified in a Transaction Document, on which we authorize you to make an Additional License Copy or a copy of a Program feature.

Designated Machine is the machine, that we require you to identify to us by type/model and serial number, on which you intend to use a Program for processing. When we specify that you do not have to provide this identification to us, the term "Designated Machine" means the single machine on which you may use the Program at any one time.

Enterprise is any legal entity (such as a corporation) and the subsidiaries it owns by more than 50 percent. The term "Enterprise" applies only to the portion of the enterprise located in the United States or Puerto Rico.

Machine is a machine, its features, conversions, upgrades, elements, or accessories, or any combination of them. The term "Machine" includes an IBM Machine and any non-IBM Machine (including other equipment) that we may provide to you.

Materials are literary works or other works of authorship (such as programs, program listings, programming tools, documentation, reports, drawings and similar works) that we may deliver to you. The term "Materials" does not include Programs or Licensed Internal Code.

Product is a Machine or a Program.

Program is the following, including features and any whole or partial copies:

1. machine-readable instructions;
2. a collection of machine-readable data, such as a data base; and
3. related licensed materials, including documentation and listings, in any form.

The term "Program" includes an IBM Program and any non-IBM Program that we may provide to you. The term does not include Licensed Internal Code or Materials.

Service is performance of a task, provision of advice and counsel, assistance, or use of a resource (such as access to an information data base) we make available to you.

Specifications is a document that provides information specific to a Product. For a Machine, we call the document "Official Published Specifications." For a Program, we call it "Licensed Program Specifications," or "License Information."

Specified Operating Environment is the Machines and Programs with which a Program is designed to operate, as described in the Program's Specifications.

1.2 Agreement Structure

Attachments

Some Products and Services have terms in addition to those we specify in this Agreement. We provide the additional terms in documents called "Attachments," which are also part of this Agreement. We make the Attachments available to you for signature.

Transaction Documents

For each business transaction, we will provide you with the appropriate "Transaction Documents" that confirm the specific details of the transaction. Some Transaction Documents require signature, and others do not. The following are examples of Transaction Documents that must be signed by both of us with examples of the information they may contain:

1. addenda (contract-period duration, start date, and total quantity); and
2. statements of work (scope of Services, responsibilities, deliverables, Completion Criteria, estimated schedule, and charges).

The following are examples of administrative, unsigned Transaction Documents with examples of the information they may contain:

1. exhibits (eligible Products by category);
2. invoices (item, quantity, price, and amount payable); and
3. supplements (Machine quantity and type ordered, price, estimated shipment date, and warranty period). Certain supplements may require signature if requested by either of us.

Conflicting Terms

If there is a conflict among the terms in the various documents, those of an Attachment prevail over those of this Agreement. The terms of a Transaction Document prevail over those of both of these documents.

Our Acceptance of Your Order

A Product or Service becomes subject to this Agreement when we accept your order. We accept your order by doing any of the following:

1. sending you a Transaction Document;
2. shipping the Product; or
3. providing the Service.

Your Acceptance of Additional Terms

You accept the additional terms in an Attachment or Transaction Document by doing any of the following:

1. signing the Attachment or Transaction Document;
2. using the Product or Service, or allowing others to do so; or
3. making any payment for the Product or Service.

1.3 Delivery

We will try to meet your delivery requirements for Products and Services you order, and will inform you of their status. Transportation charges, if applicable, will be specified in a Transaction Document.

1.4 Prices and Payment

The amount payable for a Product or Service will be based on one or more of the following types of charges:

1. one-time (for example, the price of a Machine);
2. recurring (for example, a periodic charge for Maintenance Services);
3. time and materials (for example, charges for Hourly Services); or
4. fixed price (for example, a specific amount agreed to between us for Project Support Services).

Depending on the particular Product, Service, or circumstance, additional charges may apply. We will inform you in advance whenever additional charges apply.

For a Product with a one-time charge, payment is due on its Date of Installation. Recurring charges for a Product begin on its Date of Installation. Payment for Services is due as we specify, either in advance, as the work progresses, or after the work is completed. You agree to pay amounts due for Products and Services, ~~including any late payment fees that we specify~~ ~~XXXXX Invoice.~~ *JTZ*

If any authority imposes a duty, tax, levy, or fee, excluding those based on our net income, upon any transaction under this Agreement, then you agree to pay that amount as specified in the invoice or supply exemption documentation. You are responsible for personal property taxes for each Product from the date we ship it to you.

One-time and recurring charges may be based on measurements of actual or authorized use (for example, number of users or processor size for Programs and meter readings for Maintenance Services). You agree to promptly notify us and pay any applicable charges if you change the basis of measurement for usage based charges. Recurring charges will be adjusted accordingly. We do not give credits or refunds for charges already due or paid. In the event that we change the basis of measurement, the changes will be subject to our price change terms.

We may increase recurring charges for Products and Services (including hourly rates and minimums) by giving you three months' written notice. An increase applies on the first day of the applicable invoice period on or after the effective date we specify in the notice.

We may increase one-time charges without notice. However, an increase to one-time charges does not apply to you if 1) we receive your order before the announcement date of the increase and 2) one of the following occurs within three months after our receipt of your order:

1. we ship you the Product;
2. with our authorization, you make an Additional License Copy of a Program or a copy of a Distributed Feature; or
3. a Program's group-upgrade charge becomes due.

You receive the benefit of a decrease in charges for amounts which become due on or after the effective date of the decrease.

1.5 Types of Service for Machines

We provide certain types of repair and exchange service either at your location or at our service center to keep Machines in, or restore them to, good working order.

Under carry-in service, you may deliver the failing Machine or ship it suitably packaged (prepaid, unless we specify otherwise) to a location we designate. After we have repaired or exchanged the Machine, we will return it to you at our expense unless we specify otherwise.

Under on-site service, we may repair the failing Machine at your site or exchange it, at our discretion, depending on the nature of the failure.

When a type of service involves the exchange of a Machine or part, the item we replace becomes our property and the replacement becomes yours. You represent that all removed items are genuine and unaltered. The replacement may not be new, but will be in good working order and at least functionally equivalent to the item replaced. The replacement assumes the warranty and Maintenance Service status of the replaced item. Before we exchange a Machine or part, you agree to remove all features, parts, options, alterations, and attachments not under our service. You also agree to ensure that the item is free of any legal obligations or restrictions that prevent its exchange.

You agree to:

1. obtain authorization from the owner to have us service a Machine that you do not own; and
2. where applicable, before we provide service —
 - a. follow the problem determination, problem analysis, and service-request procedures that we provide;
 - b. secure all programs, data, and funds contained in a Machine, and
 - c. inform us of changes in a Machine's location.

1.6 Patents and Copyrights

For purposes of this Section, the term "Product" includes Materials (alone or in combination with Products we provide to you as a system) and Licensed Internal Code.

If a third party claims that a Product we provide to you infringes that party's patent or copyright, we will defend you against that claim at our expense and pay all costs, damages, and attorney's fees that a court finally awards, provided that you:

1. promptly notify us in writing of the claim; and
2. allow us to control, and cooperate with us in, the defense and any related settlement negotiations.

If such a claim is made or appears likely to be made, you agree to permit us to enable you to continue to use the Product, or to modify it, or replace it with one that is at least functionally equivalent. If we determine that none of these alternatives is reasonably available, you agree to return the Product to us on our written request. We will then give you a credit equal to your net book value for the Product, provided you have followed generally-accepted accounting principles.

This is our entire obligation to you regarding any claim of infringement.

Claims for Which We are Not Responsible

We have no obligation regarding any claim based on any of the following:

1. anything you provide which is incorporated into a Product;
2. your modification of a Product, or a Program's use in other than its Specified Operating Environment;
3. the combination, operation, or use of a Product with other Products not provided by us as a system, or the combination, operation, or use of a Product with any product, data, or apparatus that we did not provide; or
4. infringement by a non-IBM Product alone, as opposed to its combination with Products we provide to you as a system.

1.7 Limitation of Liability

Circumstances may arise where, because of a default on our part or other liability, you are entitled to recover damages from us. In each such instance, regardless of the basis on which you are entitled to claim damages from us (including fundamental breach, negligence, misrepresentation, or other contract or tort claim), we are liable only for:

1. payments referred to in our patents and copyrights terms described above;
2. damages for bodily injury (including death) and damage to real property and tangible personal property; and
3. the amount of any other actual direct damages or loss, up to the greater of \$100,000 or the charges (if recurring, 12 months' charges apply) for the Product or Service that is the subject of the claim. For purposes of this item, the term "Product" includes Materials and Licensed Internal Code.

This limit also applies to any of our subcontractors and Program developers. It is the maximum for which we and our subcontractors and Program developers are collectively responsible.

Items for Which We are Not Liable

Under no circumstances are we, our subcontractors, or Program developers liable for any of the following:

1. third-party claims against you for losses or damages (other than those under the first two items listed above);
2. loss of, or damage to, your records or data; or
3. special, incidental, or indirect damages or for any economic consequential damages (including lost profits or savings), even if we are informed of their possibility.

1.8 Mutual Responsibilities

Both of us agree that under this Agreement:

1. neither of us grants the other the right to use its trademarks, trade names, or other designations in any promotion or publication;
2. all information exchanged is nonconfidential. If either of us requires the exchange of confidential information, it will be made under a signed confidentiality agreement;
3. each is free to enter into similar agreements with others;
4. each grants the other only the licenses and rights specified. No other licenses or rights (including licenses or rights under patents) are granted;
5. each may communicate with the other by electronic means and such communication is acceptable as a signed writing. An identification code (called a "USERID") contained in an electronic document is legally sufficient to verify the sender's identity and the document's authenticity;
6. each will allow the other reasonable opportunity to comply before it claims that the other has not met its obligations;
7. neither of us will bring a legal action more than ^{five} two years after the cause of action arose; and
8. neither of us is responsible for failure to fulfill any obligations due to causes beyond its control.

1.9 Your Other Responsibilities

You agree:

1. not to assign, or otherwise transfer, this Agreement or your rights under it, delegate your obligations, or resell any Service, without prior written consent. Any attempt to do so is void;

2. to acquire Machines with the intent to use them within your Enterprise and not for reselling, leasing, or transferring to a third party, unless either of the following applies —
 - a. you are arranging lease-back financing for the Machines, or
 - b. you purchase them without any discount or allowance, and do not remarket them in competition with our authorized remarketers;
3. to allow us to install mandatory engineering changes (such as those required for safety) on IBM Machines. Any parts we remove become our property. You represent that you have the permission from the owner and any lien holders to transfer ownership and possession of removed parts to us;
4. that you are responsible for the results obtained from the use of the Products and Services; and
5. to provide us with sufficient, free, and safe access to your facilities for us to fulfill our obligations.

1.10 IBM Business Partners

We have signed agreements with certain organizations (called "IBM Business Partners") to promote, market, and support certain Products and Services. When you order our Products or Services (marketed to you by IBM Business Partners) under this Agreement, we confirm that we are responsible for providing the Products or Services to you under the warranties and other terms of this Agreement. We are not responsible for 1) the actions of IBM Business Partners, 2) any additional obligations they have to you, or 3) any products or services that they supply to you under their agreements.

1.11 Changes to the Agreement Terms

In order to maintain flexibility in our Products and Services, we may change the terms of this Agreement by giving you three months' written notice. However, these changes are not retroactive. They apply, as of the effective date we specify in the notice, only to new orders (those we receive on or after the date of the notice) and to on-going transactions, such as licenses and Services.

Otherwise, for a change to be valid, both of us must sign it. Additional or different terms in any order or written communication from you are void.

1.12 Agreement Termination

You may terminate this Agreement on written notice to us following the expiration or termination of your obligations.

Either of us may terminate this Agreement if the other does not comply with any of its terms, provided the one who is not complying is given written notice and reasonable time to comply.

Any terms of this Agreement which by their nature extend beyond its termination remain in effect until fulfilled, and apply to respective successors and assignees.

1.13 Geographic Scope

All your rights, all our obligations, and all licenses (except for Licensed Internal Code and as specifically granted) are valid only in the United States and Puerto Rico.

1.14 Governing Law

The laws of the State of ~~New York~~ ^{Illinois} govern this Agreement. *JTL*

IBM Customer Agreement

Part 2 - Warranties

2.1 The IBM Warranties

Warranty for IBM Machines

For each IBM Machine, we warrant that it:

1. is free from defects in materials and workmanship; and
2. conforms to its Specifications.

The warranty period for a Machine is a specified, fixed period commencing on its Date of Installation.

During the warranty period, we provide warranty service under the type of service we designate for the Machine or under the alternative service you select under Maintenance Services.

For us to provide warranty service for a feature, conversion, or upgrade, we require that the Machine on which it is installed be 1) for certain Machines, the designated, serial-numbered Machine and 2) at an engineering-change level compatible with the feature, conversion, or upgrade.

During the warranty period, we manage and install engineering changes that apply to the Machine.

If a Machine does not function as warranted during the warranty period, we will repair it or replace it with one that is at least functionally equivalent, without charge. If we are unable to do so, you may return it to us and we will refund your money.

Warranty for IBM Programs

For each warranted IBM Program, we warrant that when it is used in the Specified Operating Environment, it will conform to its Specifications.

The warranty period for a Program commences on its Date of Installation and expires when its Program Services are no longer available.

During the warranty period, we provide warranty service, without charge, for a Program through Program Services. Program Services are available for a warranted Program for at least one year following its general availability. Therefore, the duration of warranty service depends on when you obtain your license.

If a Program does not function as warranted during the first year after you obtain your license and we are unable to make it do so, you may return the Program to us and we will refund your money. To be eligible, you must have acquired the Program while Program Services (regardless of the remaining duration) were available for it.

Warranty for IBM Services

For each IBM Service, we warrant that we perform it:

1. in a workmanlike manner; and
2. according to its current description (including any Completion Criteria) contained in this Agreement, an Attachment, or a Transaction Document.

Warranty for Systems

Where we provide Products to you as a system, we warrant that they are compatible and will operate with one another. This warranty is in addition to our other applicable warranties.

2.2 Extent of Warranty

If a Machine is subject to federal or state consumer warranty laws, our statement of limited warranty included with the Machine applies in place of these Machine warranties.

The warranties may be voided by misuse, accident, modification, unsuitable physical or operating environment, operation in other than the Specified Operating Environment, improper maintenance by you, removal or alteration of Product or parts identification labels, or failure caused by a product for which we are not responsible.

THESE WARRANTIES REPLACE ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

2.3 Items Not Covered by Warranty

We do not warrant uninterrupted or error-free operation of a Product or Service.

We will identify IBM Products that we do not warrant.

Unless we specify otherwise, we provide Materials, non-IBM Products, and non-IBM Services on an "AS IS" basis. However, non-IBM manufacturers, suppliers, or publishers may provide their own warranties to you.

IBM Customer Agreement

Part 3 - Machines

3.1 Title and Risk of Loss

When we accept your order, we agree to sell you the Machine described in a Transaction Document. We transfer title to you or, if you choose, your lessor when we ship the Machine. However, we reserve a purchase money security interest in the Machine until we receive the amounts due. For a feature, conversion, or upgrade involving the removal of parts which become our property, we reserve the security interest until we receive the amounts due and the removed parts. You agree to sign an appropriate document to permit us to perfect our purchase money security interest.

We bear the risk of loss for the Machine through its Date of Installation. Thereafter, you assume the risk.

3.2 Production Status

Each IBM Machine is manufactured from new parts, or new and used parts. In some cases, the Machine may not be new and may have been previously installed. Regardless of the Machine's production status, our warranty terms apply.

3.3 Installation

For the Machine to function properly, it must be installed in a suitable physical environment. You agree to provide an environment meeting our specified requirements for the Machine.

We have standard installation procedures. We will successfully complete these procedures before we consider an IBM Machine (other than a Customer-set-up Machine) installed.

You are responsible for installing a Customer-set-up Machine (we provide instructions to enable you to do so) and a non-IBM Machine.

Machine Features, Conversions, and Upgrades

We sell features, conversions, and upgrades for installation on Machines, and, in certain instances, only for installation on a designated, serial-numbered Machine. Many of these transactions involve the removal of parts and their return to us. As applicable, you represent that you have the permission from the owner and any lien holders to 1) install features, conversions, and upgrades and 2) transfer ownership and possession of removed parts (which become our property) to us. You further represent that all removed parts are genuine and unaltered. A part that replaces a removed part will assume the warranty and Maintenance Service status of the replaced part.

You agree to allow us to install the feature, conversion, or upgrade within 30 days of its delivery. Otherwise, we may terminate the transaction and you must return the feature, conversion, or upgrade to us at your expense.

3.4 Licensed Internal Code

Certain Machines we specify (called "Specific Machines") use Licensed Internal Code (called "Code"). We own copyrights in Code. We own all copies of Code, including all copies made from them.

We will identify each Specific Machine in a Transaction Document. If you are the rightful possessor of a Specific Machine, we grant you a license to use the Code (or any replacement

we provide) on, or in conjunction with, only the Specific Machine, designated by serial number, for which the Code is provided. We license the Code to only one rightful possessor at a time.

Under each license, we authorize you to do only the following:

1. execute the Code to enable the Specific Machine to function according to its Specifications;
2. make a backup or archival copy of the Code (unless we make one available for your use), provided you reproduce the copyright notice and any other legend of ownership on the copy. You may use the copy only to replace the original, when necessary; and
3. execute and display the Code as necessary to maintain the Specific Machine.

You agree to acquire any replacement for, or additional copy of, Code directly from us in accordance with our standard policies and practices. You also agree to use that Code under these terms.

You may transfer possession of the Code to another party only with the transfer of the Specific Machine. If you do so, you must 1) destroy all your copies of the Code that were not provided by us, 2) either give the other party all your IBM-provided copies of the Code or destroy them, and 3) notify the other party of these terms. We license the other party when it accepts these terms by initial use of the Code. These terms apply to all Code you acquire from any source.

Your license terminates when you no longer rightfully possess the Specific Machine.

Actions You May Not Take

You agree to use the Code only as authorized above. You may not do, for example, any of the following:

1. otherwise copy, display, transfer, adapt, modify, or distribute the Code (electronically or otherwise), except as we may authorize in the Specific Machine's Specifications or in writing to you;
2. reverse assemble, reverse compile, or otherwise translate the Code unless expressly permitted by applicable law without the possibility of contractual waiver;
3. sublicense or assign the license for the Code; or
4. lease the Code or any copy of it.

IBM Customer Agreement

Part 4 - Programs

4.1 License

When we accept your order, we grant you a non-exclusive license for the Program. Programs are copyrighted and licensed (not sold).

4.2 License Details

Under each license, we authorize you to:

1. use the Program's machine-readable portion on only the Designated Machine or, if it is inoperable, a backup Machine. If the Designated Machine cannot assemble or compile the Program, you may assemble or compile it on another Machine.

If a Program is stored on a network server solely for the purpose of being distributed to other Machines, it is not considered to be in use.

Certain Programs IBM designates for home or travel use may be stored on the Designated Machine and another Machine, provided the Program is not in active use on both Machines at the same time.

If you change the Designated Machine previously identified to us, you agree to notify us of the change and its date:

2. make and store copies of a Program, managed by a license management tool, on Designated Machines under control of that tool, but your use may not exceed the total number of users or amount of resource authorized;
3. do the following to support your authorized use as described above —
 - a. make copies of the Program, provided you reproduce copyright notices and any other legends of ownership on each copy or partial copy, and
 - b. merge the Program into another Program; and
4. use any portion of the Program we 1) provide in source form, or 2) mark restricted (for example, "Restricted Materials of IBM") only to —
 - a. resolve problems related to the use of the Program, and
 - b. modify the Program so that it will work together with other products.

You agree to comply with any additional terms (such as usage restrictions) we may place on a Program. We identify these in the Program's Specifications or in a Transaction Document.

Actions You May Not Take

You agree not to do any of the following:

1. sublicense, assign, or transfer (unless we specify otherwise in the Program Specifications) the license for any Program;
2. distribute any Program to any third party; or
3. reverse assemble, reverse compile, or otherwise translate any Program.

4.3 Program Features Not Used on the Designated Machine

Some Programs have features that are designed for use on Machines other than the Designated Machine on which the Program is used. You may make copies of a feature and its documentation in support of your authorized use of the Program. Persons using a Machine outside of your Enterprise may use the copy only to access the associated Program. You agree to pay us for each copy you make of any feature we refer to as a "Distributed Feature."

4.4 Additional License Copies

You may order additional licenses for Programs. If you prefer, for each license we grant, rather than shipping you another copy of the Program, we will authorize you to make an additional copy (called an "Additional License Copy").

For some Programs, you may make a copy under a Distributed System License Option (called a "DSLO" license). We charge less for a DSLO license than we do for the original license (called the "Basic" license). In return for the lesser charge, you agree to do the following while licensed under a DSLO:

1. have a Basic license for the Program;
2. provide problem documentation and receive Program Services (if any) only through the location of the Basic license; and
3. distribute to, and install on, the DSLO's Designated Machine, any release, correction, or bypass that we provide for the Basic license.

4.5 Program Testing

We provide a testing period for certain Programs to help you evaluate if they meet your needs. If we offer a testing period, it will start 1) 10 days after we ship the Program or 2) on the day we authorize you to make an Additional License Copy. We will inform you of the duration of the Program's testing period.

If you terminate your license during this period, we will credit you with any charges you may have paid for the Program.

For the first order of each Distributed Feature, the testing period is the same as its associated Program.

We do not provide a testing period for a Program under a DSLO license.

4.6 Packaged Programs

We provide certain Programs together with their own license agreements. These Programs are licensed under the terms of the agreements provided with them.

4.7 Program Protection

For each Program, you agree to:

1. ensure that anyone who uses it (accessed either locally or remotely) does so only for your authorized use and complies with our terms regarding Programs;
2. maintain a record of all copies; and
3. if it is a licensed data base containing information we provide to you, allow access to the information contained in it only to your employees, agents, or subcontractors, and only in support of their work for you.

4.8 Program Services

We provide Program Services for warranted Programs and for selected other Programs. If we can reproduce your reported problem in the Specified Operating Environment, we will issue defect correction information, a restriction, or a bypass. We provide Program Services for only the unmodified portion of a current release of a Program.

We provide Program Services 1) on an on-going basis (with at least six months' written notice before we terminate services for a Program), 2) until the date we specify, or 3) for a period we specify.

4.9 License Termination

You may terminate the license for a Program on one month's written notice or at any time during the Program's testing period.

Licenses for certain replacement Programs may be acquired for an upgrade charge. In this event, when you license these Programs, you agree to terminate the license of the replaced Program.

We may terminate any license we grant you under the terms of this Part if you do not meet your obligations regarding Programs.

You agree to destroy all copies of the Program after license termination. However, you may keep a copy in your archives.

IBM Customer Agreement

Part 5 - Services

5.1 Maintenance Services

We will restore the Machine to good working order or exchange it, based on the type of service you select from those available for the Machine. We may also perform preventive maintenance. We manage and install engineering changes that apply to IBM Machines. We provide Maintenance Services for selected non-IBM Machines.

We will inform you of the date on which Maintenance Services begin. We may inspect the Machine within one month following that date. If the Machine is not in an acceptable condition for service, you may have us restore it for a charge. Alternatively, you may withdraw your request for Maintenance Services. However, you will be charged for any Maintenance Services which we have performed at your request.

For a Machine under a usage plan, you agree to provide us with the meter reading as of the last working day of the period that the minimum maintenance charge covers.

Maintenance Services do not cover accessories, supply items, and certain parts, such as batteries, frames, and covers. In addition, Maintenance Services do not cover service of a Machine damaged by misuse, accident, modification, unsuitable physical or operating environment, improper maintenance by you, removal or alteration of Machine or parts identification labels, or failure caused by a product for which we are not responsible. Unless otherwise agreed, Maintenance Services do not cover service of Machine alterations.

Alternative Service During Warranty

For certain Machines, you may choose alternative warranty service. We provide the alternative type of service for an additional charge. When the alternative service ends, we will continue Maintenance Services for the Machine under the same type of service you selected.

Maintenance Services Termination

You may terminate Maintenance Services for a Machine on one month's written notice to us under any of the following circumstances:

1. after it has been under Maintenance Services for at least six months;
2. if you permanently remove it from productive use within your Enterprise;
3. as of the effective date of an increase in Maintenance Services charges; or
4. if you terminate coverage for a Machine also covered by a Maintenance Service Option because we 1) remove a Machine type from eligibility or 2) increase total adjusted charges for Maintenance Services.

We may terminate Maintenance Services for a Machine on three months' written notice, provided it has been under Maintenance Services for at least one year.

Either of us may terminate service for any Machine if the other does not meet its obligations concerning Maintenance Services. On termination of service for a Machine, we will give you any applicable credit.

Maintenance Service Options

We provide Maintenance Service Options for certain Machines. We provide the terms specific to an Option in an Attachment or Statement of Work. We will inform you periodically of any changes. We will defer an unfavorable change (and all changes related to it) until the next anniversary of the start of your contract period, if you request it in writing before the effective date of the change.

5.2 Continuing Support Services

We provide Continuing Support Services on a contract-period basis to assist you in improving the availability of your systems. We provide the terms specific to a Service in an Attachment or Statement of Work. If we make a change to the terms that 1) affects your current contract period and 2) you consider unfavorable, on your request, we will defer it until the next anniversary of the start of the contract period.

Each of us agrees to notify the other (before your current contract period expires) if they do not intend to renew.

Continuing Support Services Termination

You may terminate a Continuing Support Service by providing us one month's written notice upon fulfillment of any minimum commitments.

The termination of Services with contract periods longer than one year results in adjustment charges. In this case, you agree to pay the lesser of:

1. the difference between the total charges you paid through the termination date and those you would have paid for the same period of time at the charge level of the next shorter contract period;
2. the monthly charge multiplied by the applicable adjustment charge factor; or
3. the total charges remaining to complete the contract period.

When an increase results in a change to your total monthly charge for a Service of more than the adjustment charge we specify, you may terminate that Service on the effective date of the increase. Adjustment or termination charges do not apply in this case.

5.3 Project Support Services

Following are examples of Project Support Services we make available to you:

1. Consulting Services, such as reengineering business processes, linking business and technology strategies, improving manufacturing processes, and enhancing application development and information processing capabilities. We are responsible for managing the engagement;
2. Custom Services, such as managing and performing project tasks to deliver Materials or acting as a prime contractor to deliver an integrated system that may consist of a combination of Products, Services, Materials, and other items. We are responsible for managing the project, unless specified otherwise in the Statement of Work; and
3. Hourly Services, such as assisting on a technical task. You are responsible for managing the project and for any results achieved. The Statement of Work will specify the hourly rate and estimated number of hours. The estimate is not a fixed-price commitment.
Charges = (actual hours x rate) + expenses.

Hourly Services end when the first of the following occurs: 1) you advise us, in writing, that further Services are not required, 2) we provide the specified number of hours, or 3) the estimated end date expires. You may authorize, in writing, additional hours or extension of the end date.

Project Support Services Termination

Either of us may terminate a project on written notice to the other if the other does not meet its obligations concerning the Statement of Work. Upon termination, we will stop our work in an orderly manner as soon as practical.

You agree to pay us for all Services we provide and any Materials we deliver through the project's termination, and any charges we incur in terminating subcontracts.

J.T.L.

5.4 The Statement of Work

A separate Statement of Work will be signed by both of us for each Services transaction not covered by another Transaction Document. When we accept your order, we agree to provide the Services described in the Statement of Work.

The Statement of Work includes, for example:

1. our respective responsibilities;
2. the specific conditions (called the "Completion Criteria"), if any, that we are required to meet to fulfill our obligations;
3. a contract period for Maintenance and Continuing Support Services and an estimated schedule for Project Support Services that we provide for planning purposes; and
4. applicable charges (not including taxes) and any other terms.

If a Statement of Work contains an estimated schedule, each of us agrees to make reasonable efforts to carry out our respective responsibilities according to that schedule. If the Statement of Work contains Completion Criteria, we will inform you when we meet each of them. You then have 10 days to inform us if you believe that we have not met those criteria. The project is complete when we meet the Completion Criteria.

Changes to Statements of Work

When both of us agree to change a Statement of Work other than as permitted in the Maintenance Service Options and Continuing Support Services Sections of this Agreement, we will prepare a written description of the agreed change (called a "Change Authorization"), which both of us must sign. The terms of a Change Authorization prevail over those of the Statement of Work and any of its previous Change Authorizations.

Any change in the Statement of Work may affect the charges, estimated schedule, or other terms. Depending on the extent and complexity of the requested changes, we may charge for our effort required to analyze it. When charges are necessary, we will give you a written estimate and begin the analysis only on your written authorization.

Personnel

Each of us will:

1. designate a coordinator who will represent each of us, respectively, in all matters concerning Project Support Services and other Services where applicable; and
2. be responsible for the supervision, direction, and control of our respective personnel.

We will try to honor your requests regarding the assignment of our personnel to your project. However, we reserve the right to determine the assignment of our personnel.

We may subcontract a Service, or any part of it, we provide to you, to subcontractors selected by us.

5.5 Materials Ownership and License

We will specify Materials to be delivered to you. We will identify them as being "Type I Materials," "Type II Materials," or otherwise as we both agree. If not specified, Materials will be considered Type II Materials.

Type I Materials are those, created during the Service performance period, in which you will have all right, title, and interest (including ownership of copyright). We will retain one copy of the Materials. You grant us 1) an irrevocable, nonexclusive, worldwide, paid-up license to use, execute, reproduce, display, perform, distribute (internally and externally) copies of, and prepare derivative works based on Type I Materials and 2) the right to authorize others to do any of the former.

Type II Materials are those, created during the Service performance period or otherwise (such as those that preexist the Service), in which we or third parties have all right, title, and interest (including ownership of copyright). We will deliver one copy of the specified Materials to you. We grant you an irrevocable, nonexclusive, worldwide, paid-up license to use, execute, reproduce, display, perform, and distribute, within your Enterprise only, copies of Type II Materials.

Each of us agrees to reproduce the copyright notice and any other legend of ownership on any copies made under the licenses granted in this Section.

IBM Customer Agreement

Attachment for State and Local Government

These terms are in addition to those in the IBM Customer Agreement and any other applicable Attachments and Transaction Documents (or any equivalent agreement signed by both of us), and are available to you as a qualified State and Local Government customer. You accept these terms by signing the Signature Page for Attachments or by using, or making any payment for, the Product or Service.

1. Price Changes

We apply an increase in recurring charges on the first day of the applicable invoice period:

1. on or after the effective date specified in the notice; or
2. in your fiscal year immediately following the fiscal year in which the notice is given;

whichever is later.

We do not apply an increase in one-time charges to an order we receive from you before the announcement date of the increase if

1. we ship the Product no later than its estimated shipment date in effect at the time of the announcement or
2. you make an Additional License Copy of a Program or a copy of a Distributed Feature on the date you are authorized to make the copy.

2. Services and Options

You may terminate Services or Options, or withdraw eligible Machines from maintenance Services, immediately prior to the start of any fiscal year for which funds have not been appropriated. You agree to request such funds from the applicable legislative body. Termination and adjustment charges will not apply.

Upon your request, we will defer an unfavorable change to Service or Option terms until the end of your current fiscal year. You agree to make this request in writing before the effective date of the change.

3. Governing Law

The laws of your State govern this Agreement.

**ECONOMIC DISCLOSURE STATEMENT
AND EXECUTION DOCUMENT
INDEX**

Section	Description	Pages
Instructions	Instructions for Completion of EDS	EDS i - ii
1	MBE/WBE Utilization Plan	EDS 1
2	Letter of Intent	EDS 2
3	Petition for Reduction/Waiver of MBE/WBE Participation Goals	EDS 3
4	Certifications	EDS 4, 5
5	Economic and Other Disclosures, Affidavit of Child Support Obligations and Disclosure of Ownership Interest	EDS 6 – 12
6	Sole Proprietor Signature Page	EDS 13a/b/c
7	Partnership Signature Page	EDS 14/a/b/c
8	Limited Liability Corporation Signature Page	EDS 15a/b/c
9	Corporation Signature Page	EDS 16a/b/c
10	Cook County Signature Page	EDS 17

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

This Economic Disclosure Statement and Execution Document ("EDS") is to be completed and executed by every Bidder on a County contract, every party responding to a Request for Proposals or Request for Qualifications ("Proposer"), and others as required by the Chief Procurement Officer. If the Undersigned is awarded a contract pursuant to the procurement process for which this EDS was submitted (the "Contract"), this Economic Disclosure Statement and Execution Document shall stand as the Undersigned's execution of the Contract.

Definitions. Capitalized terms used in this EDS and not otherwise defined herein shall have the meanings given to such terms in the Instructions to Bidders, General Conditions, Request for Proposals, Request for Qualifications, or other documents, as applicable.

"Affiliated Entity" means a person or entity that, directly or indirectly: controls the Bidder, is controlled by the Bidder, or is, with the Bidder, under common control of another person or entity. Indicia of control include, without limitation, interlocking management or ownership; identity of interests among family members; shared facilities and equipment; common use of employees; and organization of a business entity following the ineligibility of a business entity to do business with the County under the standards set forth in the Certifications included in this EDS, using substantially the same management, ownership or principals as the ineligible entity.

"Bidder," "Proposer," "Undersigned," or "Applicant," is the person or entity executing this EDS. Upon award and execution of a Contract by the County, the Bidder, Proposer, Undersigned or Applicant, as the case may be, shall become the Contractor or Contracting Party.

"Proposal," for purposes of this EDS, is the Undersigned's complete response to an RFP/RFQ, or if no RFQ/RFP was issued by the County, the "Proposal" is such other proposal, quote or offer submitted by the Undersigned, and in any event a "Proposal" includes this EDS.

"Code" means the Code of Ordinances, Cook County, Illinois available through the Cook County Clerk's Office website (<http://www.cookctyclerk.com/sub/ordinances.asp>). This page can also be accessed by going to www.cookctyclerk.com, clicking on the tab labeled "County Board Proceedings," and then clicking on the link to "Cook County Ordinances."

"Contractor" or "Contracting Party" means the Bidder, Proposer or Applicant with whom the County has entered into a Contract.

"EDS" means this complete Economic Disclosure Statement and Execution Document, including all sections listed in the Index and any attachments.

"Lobby" or "lobbying" means to, for compensation, attempt to influence a County official or County employee with respect to any County matter.

"Lobbyist" means any person or entity who lobbies.

"Prohibited Acts" means any of the actions or occurrences which form the basis for disqualification under the Code, or under the Certifications hereinafter set forth.

Sections 1 through 3: MBE/WBE Documentation. Sections 1 and 2 must be completed in order to satisfy the requirements of the County's MBE/WBE Ordinance, as set forth in the Contract Documents, if applicable. If the Undersigned believes a waiver is appropriate and necessary, Section 3, the Petition for Waiver of MBE/WBE Participation must be completed.

Section 4: Certifications. Section 4 sets forth certifications that are required for contracting parties under the Code. Execution of this EDS constitutes a warranty that all the statements and certifications contained, and all the facts stated, in the Certifications are true, correct and complete as of the date of execution.

Section 5: Economic and Other Disclosures Statement. Section 5 is the County's required Economic and Other Disclosures Statement form. Execution of this EDS constitutes a warranty that all the information provided in the EDS is true, correct and complete as of the date of execution, and binds the Undersigned to the warranties, representations, agreements and acknowledgements contained therein.

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

Sections 6, 7, 8, 9: Execution Forms. The Bidder executes this EDS, and the Contract, by completing and signing three copies of the appropriate Signature Page. Section 6 is the form for a sole proprietor; Section 7 is the form for a partnership or joint venture; Section 8 is the form for a Limited Liability Corporation, and Section 9 is the form for a corporation. Proper execution requires **THREE ORIGINALS**; therefore, the appropriate Signature Page must be filled in, three copies made, and all three copies must be properly signed, notarized and submitted. The forms may be printed and completed by typing or hand writing the information required.

Required Updates. The information provided in this EDS will be kept current. In the event of any change in any information provided, including but not limited to any change which would render inaccurate or incomplete any certification or statement made in this EDS, the Undersigned will supplement this EDS up to the time the County takes action, by filing an amended EDS or such other documentation as is requested.

Additional Information. The County's Governmental Ethics and Campaign Financing Ordinances, impose certain duties and obligations on persons or entities seeking County contracts, work, business, or transactions. For further information please contact the Director of Ethics at (312) 803-4304 (69 W. Washington St. Suite 3040, Chicago, IL 60602) or visit our web-site at www.cookcountygov.com and go to the Ethics Department link. The Bidder must comply fully with the applicable ordinances.

MBE/WBE UTILIZATION PLAN (SECTION 1)

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

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

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

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

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

II. Direct Participation of MBE/WBE Firms Indirect Participation of MBE/WBE Firms

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

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

MBE/WBE Firm: _____

Address: _____

E-mail: _____

Contact Person: _____ Phone: _____

Dollar Amount Participation: \$ _____

Percent Amount of Participation: _____ %

*Letter of Intent attached? Yes _____ No _____

*Letter of Certification attached? Yes _____ No _____

MBE/WBE Firm: _____

Address: _____

E-mail: _____

Contact Person: _____ Phone: _____

Dollar Amount Participation: \$ _____

Percent Amount of Participation: _____ %

*Letter of Intent attached? Yes _____ No _____

*Letter of Certification attached? Yes _____ No _____

Attach additional sheets as needed.

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

COOK COUNTY GOVERNMENT LETTER OF INTENT (SECTION 2)

M/WBE Firm: _____

Certifying Agency: _____

Address: _____

Certification Expiration Date: _____

City/State: _____ Zip _____

FEIN #: _____

Phone: _____ Fax: _____

Contact Person: _____

Email: _____

Contract #: _____

Participation: Direct Indirect

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

No Yes - Please attach explanation. Proposed Subcontractor: _____

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

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

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

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

Signature (M/WBE)

Signature (Prime Bidder/Proposer)

Print Name

Print Name

Firm Name

Firm Name

Date

Date

Subscribed and sworn before me

Subscribed and sworn before me

this ____ day of _____, 20 ____.

this ____ day of _____, 20 ____.

Notary Public _____

Notary Public _____

SEAL

SEAL

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

A. BIDDER/PROPOSER HEREBY REQUESTS:

FULL MBE WAIVER FULL WBE WAIVER

REDUCTION (PARTIAL MBE and/or WBE PARTICIPATION)

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

B. REASON FOR FULL/REDUCTION WAIVER REQUEST

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

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

C. GOOD FAITH EFFORTS TO OBTAIN MBE/WBE PARTICIPATION

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

D. OTHER RELEVANT INFORMATION

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

CERTIFICATIONS (SECTION 4)

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

A. PERSONS AND ENTITIES SUBJECT TO DISQUALIFICATION

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

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

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

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

B. BID-RIGGING OR BID ROTATING

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

C. DRUG FREE WORKPLACE ACT

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

D. DELINQUENCY IN PAYMENT OF TAXES

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

E. HUMAN RIGHTS ORDINANCE

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

F. ILLINOIS HUMAN RIGHTS ACT

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

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

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

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

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

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

- 1) Not-For Profit Organizations (defined as a corporation having tax exempt status under Section 501(C)(3) of the United State Internal Revenue Code and recognized under the Illinois State not-for -profit law);
- 2) Community Development Block Grants;
- 3) Cook County Works Department;
- 4) Sheriff's Work Alternative Program; and
- 5) Department of Correction inmates.

REQUIRED DISCLOSURES (SECTION 5)

1. DISCLOSURE OF LOBBYIST CONTACTS

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

Name	Address
<u>N/A</u>	

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: _____

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

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

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

4. REAL ESTATE OWNERSHIP DISCLOSURES.

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

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

PERMANENT INDEX NUMBER(S): _____

(ATTACH SHEET IF NECESSARY TO LIST ADDITIONAL INDEX NUMBERS)

OR:

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

5. EXCEPTIONS TO CERTIFICATIONS OR DISCLOSURES.

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

Please see below for information regarding the familial relationship disclosure provision.

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.

IBM has thousands of employees working in the state of Illinois and Cook County. As such, IBM has no way of knowing to what extent familial relationships exist as specified in the familial relationship disclosure provision. To the best of IBM's knowledge and belief, there are no familial relationships which may influence procurements in the state of Illinois or Cook County.

COOK COUNTY DISCLOSURE OF OWNERSHIP INTEREST STATEMENT

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

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

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

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

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

This Disclosure of Ownership Interest Statement must be submitted by :

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

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

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

This Statement is an: Original Statement or Amended Statement

Identifying Information:

Name IBM Corporation D/B/A: IBM Corporation EIN NO.: 13-0871985

Street Address: 71 S. Wacker Drive, 7th Floor

City: Chicago State: IL Zip Code: 60606

Phone No.: 312-529-2815

Form of Legal Entity:

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

Ownership Interest Declaration:

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

Name	Address	Percentage Interest in Applicant/Holder
Berkshire Hathaway Inc.	3555 Folsom St., Omaha, NE 68131	5.58%
State Street Corporation	Lindon St., Boston, MA 02111	5.51%

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

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

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

Name	Address	Percentage of Beneficial Interest	Relationship

Declaration (check the applicable box):

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

Jodi Samsa
Name of Authorized Applicant/Holder Representative (please print or type)

Jodi Samsa
Signature

Jodi.Samsa@US.IBM.com
E-mail address

Client manager
Title

5/7/14
Date

312-529-2815
Phone Number

Subscribed to and sworn before me this 7 day of May, 2014

X [Signature]
Notary Public Signature

My commission expires: 4/26/16

"OFFICIAL SEAL"
Michael Baglio
Notary Public, State of Illinois
Cook County
My Commission Expires April 26, 2016



COOK COUNTY BOARD OF ETHICS

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

FAMILIAL RELATIONSHIP DISCLOSURE PROVISION:

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

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

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

DEFINITIONS:

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

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

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

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

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

SWORN FAMILIAL RELATIONSHIP DISCLOSURE FORM

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

Name of Owner/Employee: _____ Title: _____

Business Entity Name: FBI Corporation Phone: 312-529-2815

Business Entity Address: 715 Wacker Drive, 7th Floor, Chicago, IL 60606

_____ 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. _____	_____	_____

Please see Page EDS-7 For information regarding this form.
If more space is needed, attach an additional sheet following the above format.

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

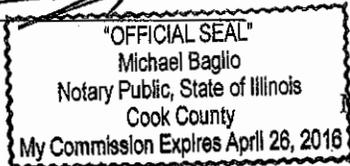
To the best of my knowledge and belief, the information provided above is true and complete.

Jodi Samsa _____ 5/7/14 _____
Owner/Employee's Signature Date

Subscribe and sworn before me this 7 Day of May, 2014

a Notary Public in and for Cook County

[Signature]
(Signature)



NOTARY PUBLIC SEAL

My Commission expires 4/26/16

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

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

SIGNATURE BY A CORPORATION
(SECTION 9)

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

BUSINESS NAME: IBM Corporation

BUSINESS ADDRESS: 71 S Wacker Drive, 7th Floor
Chicago, IL 60606

BUSINESS TELEPHONE: 312-529-2815 FAX NUMBER: 312-529-1354

CONTACT PERSON: Jodi Samsa

FEIN: 13-0871985 *IL CORPORATE FILE NUMBER: 0480-101-6

LIST THE FOLLOWING CORPORATE OFFICERS:

PRESIDENT: Ginni Fometty VICE PRESIDENT: Red Adkins

SECRETARY: Michelle Brandy TREASURER: Robert F. Deltene

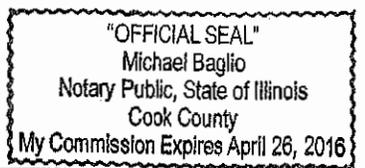
**SIGNATURE OF PRESIDENT: Jodi Samsa

ATTEST: _____ (CORPORATE SECRETARY)

Subscribed and sworn to before me this
7 day of May, 2014.

X [Signature]
Notary Public Signature

My commission expires: 4/26/16
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.

DELEGATION OF AUTHORITY

I, Jon J. Bancone, Associate General Counsel, IBM North America Sales & Distribution, do hereby certify that said Associate General Counsel, in accordance with and pursuant to resolutions of the Board of Directors of International Business Machines Corporation ("IBM") duly adopted at a meeting duly held and called on April 25, 1994, and those certain Letters of Authority dated November 15, 1995, and May 6, 2011, has been duly authorized to execute and deliver in the name of and on behalf of IBM any contract or other document or instrument necessary or appropriate in the ordinary course of IBM's business, including, but not limited, to bid documents for the sale of IBM products and services to federal, state and local governments and agencies, purchase orders and sales agreements, and the like, and to delegate this authorization within the IBM organization in the United States, including Puerto Rico; and that said authorization has not been modified, amended or rescinded and continues in full force and effect. So authorized, I hereby delegate said authority to execute and deliver in the name of and on behalf of IBM any such contract or other document or instrument reasonably related to, or performed in accordance with, the job duties, and/or responsibilities of the persons holding the below listed positions in the IBM organization in the United States, including Puerto Rico:

President
Treasurer
Vice President
General Manager
Partner
Associate Partner

Position titles that include the words:

Counsel
Attorney
Director
Executive
Sales Manager
Program Manager
Sales Representative
Sales Specialist
Contracts & Negotiations
Client Manager
Project Manager
Business Operations Manager
Client Relationship Representative
Client Unit Executive
Customer Fulfillment Manager
Customer Fulfillment Professional
Service Delivery Manager
Service Delivery Executive
Software Engineer
System Service Representative

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of said International Business Machines Corporation on this 16th day of May 2011.



Jon J. Bancone
Associate General Counsel
IBM North America Sales & Distribution

COOK COUNTY SIGNATURE PAGE
(SECTION 9)

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

Sam E.M.

COOK COUNTY CHIEF PROCUREMENT OFFICER

DATED AT CHICAGO, ILLINOIS THIS 29 DAY OF May, 2014.

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

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

1441-13583

OR

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

TOTAL AMOUNT OF CONTRACT: ~~10,000~~ 10,000⁰⁰

FUND CHARGEABLE: _____

APPROVED AS TO FORM:

N/A

NOT REQUIRED

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