

PROFESSIONAL SERVICES AGREEMENT

DATA CENTER AND NETWORK PRODUCTS AND SERVICES

BETWEEN



COOK COUNTY GOVERNMENT

BUREAU OF TECHNOLOGY

AND

CDW GOVERNMENT LLC

CONTRACT NO. 2410-06131
PURCHASE ORDER NO. 70000358038

FEDERALLY FUNDED CONTRACT

PROFESSIONAL SERVICES AGREEMENT

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List of Exhibits

Exhibit 1	Cook County Information Technology Special Conditions (“ITSCs”)
Exhibit 2	Statement of Work
Exhibit 3	Schedule of Compensation
Exhibit 4	Minority and Women Owned Business Enterprise Commitment
Exhibit 5	Evidence of Insurance
Exhibit 6	Board Authorization
Exhibit 7	Identification of Subcontractor/Supplier/Subconsultant Form
Exhibit 8	Economic Disclosure Statement

AGREEMENT

This Agreement is made and entered into by and between the County of Cook, a public body corporate of the State of Illinois, on behalf of Office of the Chief Procurement Officer hereinafter referred to as “County” and CDW Government LLC, doing business as a Limited Liability Company of the State of Illinois hereinafter referred to as “Consultant”, pursuant to authorization by the Cook County Board of Commissioners on May 15, 2025, as evidenced by Board Authorization letter attached hereto as EXHIBIT “6”.

BACKGROUND

The County of Cook issued a Request for Proposals “RFP” for Data Center and Network Products and Services proposals were evaluated in accordance with the evaluation criteria published in the RFP. The Consultant was selected based on the proposal submitted and evaluated by the County representatives.

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

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

TERMS AND CONDITIONS

ARTICLE 1) INCORPORATION OF BACKGROUND

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

ARTICLE 2) DEFINITIONS

a) Definitions

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

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

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

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

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

"**Subcontractor**" or "**Subconsultant**" means any person or entity with whom Consultant contracts to provide any part of the Services.

"**Using Agency**" shall mean the department of agency within Cook County including elected officials.

b) Interpretation

- i) The term "**include**" (in all its forms) means "include, without limitation" unless the context clearly states otherwise.
- ii) All references in this Agreement to Articles, Sections or Exhibits, unless otherwise expressed or indicated are to the Articles, Sections or Exhibits of this Agreement.
- iii) Words importing persons include firms, associations, partnerships, trusts, corporations and other legal entities, including public bodies, as well as natural persons.
- iv) Any headings preceding the text of the Articles and Sections of this Agreement, and any tables of contents or marginal notes appended to it are solely for convenience or reference and do not constitute a part of this Agreement, nor do they affect the meaning, construction or effect of this Agreement.
- v) Words importing the singular include the plural and vice versa. Words of the masculine gender include the correlative words of the feminine and neuter genders.
- vi) All references to a number of days mean calendar days, unless expressly indicated otherwise.

c) Incorporation of Exhibits

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

Exhibit 1	Cook County Information Technology Special Conditions (“ITSCs”)
Exhibit 2	Statement of Work
Exhibit 3	Schedule of Compensation
Exhibit 4	Minority and Women Owned Business Enterprise Commitment
Exhibit 5	Evidence of Insurance
Exhibit 6	Board Authorization
Exhibit 7	Identification of Subcontractor/Supplier/Subconsultant Form
Exhibit 8	Economic Disclosure Statement

d) Order of Precedence

In the event there is a conflict between or among any of the documents specified in subsection (c) Incorporation of Exhibits, the terms of the Professional Services Agreement shall control. This Contract shall be interpreted and construed based upon the following Order of Precedence. Such order of precedence shall govern to resolve all cases of conflict, ambiguity or inconsistency between Exhibits:

Exhibit 1	Cook County Information Technology Special Conditions (“ITSCs”)
Exhibit 2	Statement of Work
Exhibit 3	Schedule of Compensation
Exhibit 4	Minority and Women Owned Business Enterprise Commitment
Exhibit 5	Evidence of Insurance
Exhibit 6	Board Authorization
Exhibit 7	Identification of Subcontractor/Supplier/Subconsultant Form
Exhibit 8	Economic Disclosure Statement

ARTICLE 3) DUTIES AND RESPONSIBILITIES OF CONSULTANT

a) Scope of Services

This description of Services is intended to be general in nature and is neither a complete description of Consultant's Services nor a limitation on the Services that Consultant is to provide under this Agreement. Consultant must provide the Services in accordance with the standards of performance set forth in Section 3c. The Services that Consultant must provide include, but are not limited to, those described in Exhibit 2, Statement of Work (“SOW”) which is attached to this Agreement and incorporated by reference as if fully set forth here and any future SOWs entered into between the County and Consultant in accordance with Article 10(c) of this Agreement.

b) Deliverables

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

The County may reject Deliverables that do not include relevant information or data, or do not include all documents or other materials specified in this Agreement or reasonably necessary for the purpose for which the County made this Agreement or for which the County intends to use the Deliverables. If the County determines that Consultant has failed to comply with the foregoing standards, it has 30 days from the delivery of Deliverables to notify Consultant of its failure. For the avoidance of doubt, it is understood that the foregoing 30-day notification requirement shall be inapplicable to, and in no way limit, applicable OEM warranties for all Products purchased through Consultant pursuant to this Agreement. If Consultant does not correct the failure, if it is possible to do so, within 30 days after receipt of notice from the County specifying the failure, then the County, by written notice, may treat the failure as a default of this Agreement under Article 9, and Consultant will reimburse County for all fees paid for the Deliverable. .

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

c) Standard of Performance

Consultant must perform all Services required of it under this Agreement with that degree of skill, care and diligence normally shown by a consultant performing services of a scope and purpose and magnitude comparable with the nature of the Services to be provided under this Agreement. Consultant acknowledges that it is entrusted with or has access to valuable and confidential information and records of the County and with respect to that information, Consultant agrees to hold the County's Confidential Information with at least the same degree of care that it holds its own Confidential Information, but in no circumstance less than reasonable care.

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

If Consultant fails to comply with the foregoing standards, and County has notified Consultant in accordance with Article 3.b above, Consultant must, at its option, perform again, at its own expense, all Services required to be re-performed as a direct or indirect

result of that failure or refund the portion of the Services not compliant with this Article 3.c. Any review, approval, acceptance or payment for any of the Services by the County does not relieve Consultant of its responsibility for the professional skill and care and technical accuracy of its Services and Deliverables. This provision in no way limits the County's rights against Consultant either under this Agreement, at law or in equity.

Consultant is not the Original Equipment Manufacturer ("OEM"); thus, the warranties for Products originate with the manufacturer, and not with Consultant. Products that are noncompliant may be returned subject to Consultant's Return Policy as described in Exhibit 2, Attachment A. All warranties not set forth in this Agreement are expressly disclaimed. Notwithstanding the above, it is understood that all Products purchased through Consultant pursuant to this Agreement are purchased in the name of the County and all OEM warranties shall pass to the County.

The Parties agree that Consultant acts solely as a re-biller of third-party cloud services. The County may be required to execute a cloud services agreement directly with the applicable cloud services provider. The County may also be required to execute the Consultant's cloud service order form before the County can purchase cloud services from Consultant.

At County's request, Consultant will forward a copy of the County's IT Special Conditions to any third-party supplier from which the County has indicated an intent to procure any software, product or service requiring the third-party supplier to have access to County Data

d) Personnel

i) Adequate Staffing

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

ii) Key Personnel

Consultant must not reassign or replace Key Personnel without the written consent of the County, which consent the County will not unreasonably withhold. "**Key Personnel**" means those job titles and the persons assigned to those positions in accordance with the provisions of this Section 3.d(ii). The Using Agency may at any time in writing notify Consultant that the County will no longer accept performance of Services under this

Agreement by one or more Key Personnel listed. Upon that notice Consultant must immediately suspend the services of the key person or persons and must replace him or them in accordance with the terms of this Agreement. A list of Key Personnel is found in Exhibit 2, Scope of Services.

iii) **Salaries and Wages**

Consultant and Subconsultants must pay all salaries and wages due all employees performing Services under this Agreement unconditionally and at least once a month without deduction or rebate on any account, except only for those payroll deductions that are mandatory by law or are permitted under applicable law and regulations. If in the performance of this Agreement Consultant underpays any such salaries or wages, the Comptroller for the County may withhold, out of payments due to Consultant, an amount sufficient to pay to employees underpaid the difference between the salaries or wages required to be paid under this Agreement and the salaries or wages actually paid these employees for the total number of hours worked. The amounts withheld may be disbursed by the Comptroller for and on account of Consultant to the respective employees to whom they are due. The parties acknowledge that this Section 3.d(iii) is solely for the benefit of the County and that it does not grant any third-party beneficiary rights.

e) **Minority and Women Owned Business Enterprises Commitment**

In the performance of this Agreement, including the procurement and lease of materials or equipment, Consultant must abide by the minority and women's business enterprise commitment requirements of the Cook County Ordinance, (Article IV, Section 34-267 through 272) except to the extent waived by the Compliance Director, which are set forth in Exhibit 4. Consultant's completed MBE/WBE Utilization Plan evidencing its compliance with this requirement are a part of this Agreement, in Form 1 of the MBE/WBE Utilization Plan, upon acceptance by the Compliance Director. Consultant must utilize minority and women's business enterprises at the greater of the amounts committed to by the Consultant for this Agreement in accordance with Form 1 of the MBE/WBE Utilization Plan.

f) **Insurance**

The Consultant, 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 Consultant's responsibility for payment of damages resulting from its operations under this Contract.

The Consultant shall require all Subcontractors to provide the insurance required in this Contract, or Consultant may provide the coverages for Subcontractors. All Subcontractors are subject to the same insurance requirements as Consultant except paragraph (d) Excess/Umbrella Liability or unless specified otherwise.

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

Coverages

(a) **Workers Compensation Insurance**

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

The Workers Compensation policy shall also include the following provisions:

Employers' Liability coverage with a limit of
\$1,000,000 each Accident
\$1,000,000 each Employee
\$1,000,000 Policy Limit for Disease

(b) **Commercial General Liability Insurance**

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

Each Occurrence	\$1,000,000
General Aggregate	\$2,000,000

The General Liability policy shall include the following coverages:

- (1) All premises and operations;
- (2) Contractual Liability;
- (3) Products/Completed Operations;
- (4) Severability of interest/separation of insureds clause

(c) **Commercial Automobile Liability Insurance**

When any vehicles are used in the performance of this contract, Consultant shall secure Automobile Liability Insurance for bodily injury and property damage arising from the Ownership, maintenance or use of owned, hired, and non-owned vehicles with a limit of no less than \$1,000,000 per accident.

(d) **Excess/Umbrella Liability**

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

Each Occurrence:	\$1,000,000
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(e) **Professional Errors & Omissions (including Cyber and Network liability coverage)**

The Consultant shall secure insurance appropriate to the Consultant's profession covering all claims arising out of the performance or nonperformance of professional

services for the County under this Contract. This insurance shall remain in force for the life of the Consultant's obligations under this Contract and shall have a limit of liability of not less than \$5,000,000 per claim.

If any such policy is written on a claims-made form:

- (1) The retroactive coverage date shall be no later than the effective date of this contract.
- (2) If coverage is canceled or non-renewed and not replaced with another claims-made policy form with a retroactive date on or before this contract effective date, the Consultant must maintain "extended reporting" coverage for a minimum of three (3) year after completion of services.

Additional requirements

(a) Additional Insured

The required insurance policies, with the exception of Workers Compensation and Professional Liability, shall include Cook County, its officials, employees, and agents as additional insureds with respect to operations performed on a primary and non-contributory basis. Any insurance or self-insurance maintained by Cook County shall be excess of the Consultant's insurance and shall not contribute with it. The full policy limits and scope of protection shall apply to Cook County as an additional insured even if they exceed the minimum insurance requirements specified herein.

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

(b) Insurance Notices

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

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

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

(c) Waiver of Subrogation Endorsements

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

g) Indemnification

The Consultant covenants and agrees to indemnify and save harmless the County and its commissioners, officials, employees, agents and representatives, and their respective heirs, successors and assigns, from and against any and all costs, expenses, attorney's fees, losses, damages and liabilities incurred or suffered directly or indirectly from or attributable to any third party claims arising out of or incident to the negligence, willful or more wrongful misconduct of Consultant, or a Data Breach (as defined in Exhibit 1) caused by the material breach of Sections 6, 7 and 8 of the Information Technology Special Conditions (Exhibit 1) by the Consultant, or the acts or omissions of the officers, agents, employees, Consultants, subconsultants, licensees or invitees of the Consultant. The Consultant expressly understands and agrees that any Performance Bond or insurance protection required of the Consultant, or otherwise provided by the Consultant, shall in no way limit the responsibility to indemnify the County as hereinabove provided.

h) Confidentiality and Ownership of Developments

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

The Parties agree that Consultant will not be required to process any protected health information as defined in 45 CFR 160.103, criminal justice information as defined by the FBI CJIS Security Policy, payment card information as defined by the Payment Card Industry Data Security Standard, or personal information as defined by the Illinois Personal Information Protection Act, 815 ILCS 530/1, et seq (collectively, "Sensitive Personal Information"). during the supply of any Services under this Agreement or perform any Services requiring access to systems containing Personal Data unless explicitly stated in a Statement of Work. Unless the Parties agree that Consultant will process any Sensitive

Personal Information under a Statement of Work, the County shall restrict Consultant's access to any Sensitive Personal Information under the County's control. If the Parties agree that Consultant will process Sensitive Personal Information under a Statement of Work, the Parties will agree to additional data protection terms in that Statement of Work, including as required by applicable Laws for the transfer of Sensitive Personal Information to Consultant or any of Consultant's Affiliates, or any third-party providing Services under subcontract with Consultant.

All documents, data, studies, reports, work product or product uniquely created or first conceived as a result of the performance of the Services (the "Developments") shall be specified as "Developments" in the applicable SOW and shall be the property of the County of Cook. It shall be a breach of this Contract for the Consultant to reproduce or use any documents, data, studies, reports, work product or product obtained from the County of Cook or any Developments created hereby, whether such reproduction or use is for Consultant's own purposes or for those of any third party. During the performance of the Contract Consultant shall be responsible of any loss or damage to the Developments while they are in Consultant's possession, and any such loss or damage shall be restored at the expense of the Consultant. Notwithstanding the foregoing, the County shall be responsible for the back-up and protection of its own network and environments. The County and its designees shall be afforded full access to the Developments and the work at all times.

Consultant shall maintain ownership of all of its pre-existing work, including any work product, processes, data or methodologies that existed prior to the commencement of the Services, including work product or methodology that is refined during the course of the Service performance.

i) Patents, Copyrights and Licenses

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

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

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

j) Examination of Records and Audits

The Consultant agrees that the Cook County Auditor or any of its duly authorized representatives shall, until expiration of three (3) years after the final payment under the Contract, have access and the right to examine any books, documents, papers, canceled checks, bank statements, purveyor's and other invoices, and records of the Consultant related to the fees paid under this Contract, or to Consultant's compliance with any term, condition or provision thereof. The Consultant shall be responsible for establishing and maintaining records sufficient to document the costs associated with performance under the terms of this Contract. Such audits shall occur no more frequently than once a year, unless a material discrepancy is found.

The Consultant 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 compliance with any term, condition or provision thereunder or under the Contract.

In the event the Consultant receives payment under the Contract, reimbursement for which is later determined to be erroneous, the Consultant 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 Consultant under any contract with the County.

To the extent this Contract pertains to Deliverables which may be reimbursable under the Medicaid or Medicare Programs, Consultant 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 Consultant 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, Consultant will cause such subcontract to contain a clause to the effect that, until the expiration of four years after the furnishing of any service pursuant to said subcontract, the related organization will make available upon request of the Secretary of Health and

Human Services or the Comptroller General of the United States or any of their duly authorized representatives, copies of said subcontract and any books, documents, records and other data of said related organization that are necessary to certify the nature and extent of such costs. This paragraph relating to the retention and production of documents is included because of possible application of Section 1861(v)(1)(I) of the Social Security Act to this Agreement; if this Section should be found to be inapplicable, then this paragraph shall be deemed inoperative and without force and effect.

k) Subcontracting or Assignment of Contract or Contract Funds

Once awarded, this Contract shall not be subcontracted or assigned, in whole or in part, without the advance written approval of the Chief Procurement Officer, which approval shall be granted or withheld at the sole discretion of the Chief Procurement Officer. In no case, however, shall such approval relieve the Consultant from its obligations or change the terms of the Contract. The Consultant 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 Consultant shall have no effect on the County and are null and void.

Prior to the commencement of the Contract, the Consultant shall identify in writing to the Chief Procurement Officer the names of any and all Subcontractors it intends to use in the performance of the Contract by completing the Identification of Subcontractor/Supplier/Subconsultant Form ("ISF"). The Chief Procurement Officer shall have the right to disapprove any Subcontractor. All Subcontractors shall be subject to the terms of this Contract. Consultant 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 Consultant must disclose the name and business address of each Subcontractor, attorney, lobbyist, accountant, consultant and any other person or entity whom the Consultant 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 Consultant is not required to disclose employees who are paid or estimated to be paid. The Consultant is not required to disclose employees who are paid solely through the Consultant'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 Consultant is uncertain whether a disclosure is required under this Section, the Consultant 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 Consultants and Subcontractor of the Consultant shall be accountable to the

Chief Procurement Officer or his designee while on any County property and shall abide by all rules and regulations imposed by the County.

l) Intentionally Omitted

ARTICLE 4) TERM OF PERFORMANCE

a) Term of Performance

This Agreement takes effect when approved by the Cook County Board and its term shall begin on June 1, 2025 ("**Effective Date**") and continue until May 31, 2030, or until this Agreement is terminated in accordance with its terms, whichever occurs first.

b) Timeliness of Performance

i) Consultant must provide the Services and Deliverables within the term and within the time limits required under this Agreement, pursuant to the provisions of Section 4.a and Exhibit 2. Further, Consultant acknowledges that, where expressly agreed in an SOW, TIME IS OF THE ESSENCE and that the failure of Consultant to comply with the time limits described in this Section 4.b may result in economic or other losses to the County.

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

c) Agreement Extension Option

The Chief Procurement Officer may at any time before this Agreement expires elect to renew this Agreement for three (3) additional one-year periods under the same terms and conditions as this original Agreement, except as provided otherwise in this Agreement, by notice in writing to Consultant. After notification by the Chief Procurement Officer, this Agreement must be modified to reflect the time extension in accordance with the provisions of Section 10.c.

ARTICLE 5) COMPENSATION

a) Basis of Payment

The County will pay Consultant according to the Schedule of Compensation in the attached Exhibit 3 for the fulfillment of Product orders and/or the successful completion of services.

b) Method of Payment

All invoices submitted by the Consultant shall be in accordance with the cost provisions contained in the Agreement and, shall contain a detailed description of the Deliverables, including the quantity of the Deliverables, for which payment is requested. All invoices for services shall include itemized entries indicating the date or time period in which the services were provided, the amount of time spent performing the services, and a detailed description of the services provided during the period of the invoice. All Contracts for services that are procured as Sole Source must also contain a provision requiring the Contractor to submit itemized records indicating the dates that services were provided, a detailed description of the work performed on each such date, and the amount of time spent performing work on each such date. All invoices shall reflect the amounts invoiced by and the amounts paid to the Consultant as of the date of the invoice. Invoices for new charges shall not include "past due" amounts, if any, which amounts must be set forth on a separate invoice. Consultant shall not be entitled to invoice the County for any late fees or other penalties.

In accordance with Section 34-177 of the Cook County Procurement Code, the County shall have a right to set off and subtract from any invoice(s) or Contract price, a sum equal to any fines and penalties, including interest, for any tax or fee delinquency and any debt or obligation owed by the Consultant to the County.

The Consultant acknowledges its duty to ensure the accuracy of all invoices submitted to the County for payment. By submitting the invoices, the Consultant certifies that all itemized entries set forth in the invoices are true and correct. The Consultant acknowledges that by submitting the invoices, it certifies that it has delivered the Deliverables, i.e., the goods, supplies, services or equipment set forth in the Agreement to the Using Agency, or that it has properly performed the services set forth in the Agreement. The invoice must also reflect the dates and amount of time expended in the provision of services under the Agreement. The Consultant acknowledges that any inaccurate statements or negligent or intentional misrepresentations in the invoices shall result in the County exercising all remedies available to it in law and equity including, but not limited to, a delay in payment or non-payment to the Consultant, and reporting the matter to the Cook County Office of the Independent Inspector General.

When a Consultant receives any payment from the County for any supplies, equipment, goods, or services, it has provided to the County pursuant to its Agreement, the Consultant must make payment to its Subcontractors within 15 days after receipt of payment from the County, provided that such Subcontractor has satisfactorily provided the supplies, equipment, goods or services in accordance with the Contract and provided the Consultant with all of the documents and information required of the Consultant. The Consultant may delay or postpone payment to a Subcontractor when the Subcontractor's supplies, equipment, goods, or services do not comply with the requirements of the Contract, the Consultant is acting in good faith, and not in retaliation for a Subcontractor exercising legal or contractual rights.

c) Funding

The source of funds for payments under this Agreement is identified in Exhibit 3, Schedule of Compensation. Payments under this Agreement must not exceed \$163,250,906.00 without a written amendment in accordance with Section 10.c.

d) Non-Appropriation

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

e) Taxes

Federal Excise Tax does not apply to materials purchased by the County by virtue of Exemption Certificate No. 36-75-0038K. Illinois Retailers' Occupation Tax, Use Tax and Municipal Retailers' Occupation Tax do not apply to deliverables, materials or services purchased by the County by virtue of statute. The price or prices quoted herein shall include any and all other federal and/or state, direct and/or indirect taxes which apply to this Contract. The County's State of Illinois Sales Tax Exemption Identification No. is E-9998-2013-07.

f) Price Reduction

If at any time after the contract execution date, Consultant makes a general price reduction in the price of any of the Deliverables, the equivalent price reduction based on similar quantities and/or considerations shall apply to this Contract for the duration of the Contract period. For purposes of this Section 5.f., Price Reduction, a general price reduction shall include reductions in the effective price charged by Consultant by reason of rebates, financial incentives, discounts, value points or other benefits with respect to the purchase of the Deliverables. Such price reductions shall be effective at the same time and in the same manner as the reduction Consultant makes in the price of the Deliverables to its prospective customers generally.

g) Consultant Credits

To the extent the Consultant 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 Agency. Consultant shall reflect any such credits on its invoices and in the amounts it invoices the County.

ARTICLE 6) DISPUTES

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

ARTICLE 7) COOPERATION WITH INSPECTOR GENERAL AND COMPLIANCE WITH ALL LAWS

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

The Consultant 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 Consultant's employees, agents or Subcontractor shall be the responsibility of the Consultant.

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

ARTICLE 8) SPECIAL CONDITIONS

a) Warranties and Representations

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

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

- ii) warrants it is financially solvent; it and each of its employees, agents and Subcontractors of any tier are competent to perform the Services required under this Agreement; and Consultant is legally authorized to execute and perform or cause to be performed this Agreement under the terms and conditions stated in this Agreement;
- iii) warrants that it will not knowingly use the services of any ineligible consultant or Subcontractor for any purpose in the performance of its Services under this Agreement;
- iv) warrants that Consultant and its Subcontractors are not in default at the time this Agreement is signed, and has not been considered by the Chief Procurement Officer to have, within 5 years immediately preceding the date of this Agreement, been found to be in default on any contract awarded by the County;
- v) represents that it has carefully examined and analyzed the provisions and requirements of this Agreement; it understands the nature of the Services required; from its own analysis it has satisfied itself as to the nature of all things needed for the performance of this Agreement; this Agreement is feasible of performance in accordance with all of its provisions and requirements, and Consultant warrants it can and will perform, or cause to be performed, the Services in strict accordance with the provisions and requirements of this Agreement;
- vi) represents that Consultant and, to the best of its knowledge, its Subcontractors are not in violation of the provisions of the Illinois Criminal Code, 720 ILCS 5/33E as amended; and
- vii) acknowledges that any certification, affidavit or acknowledgment made under oath in connection with this Agreement is made under penalty of perjury and, if false, is also cause for termination under Sections 9.a and 9.c.

b) Ethics

- i) In addition to the foregoing warranties and representations, Consultant warrants:
 - (1) no officer, agent or employee of the County is employed by Consultant or has a financial interest directly or indirectly in this Agreement or the compensation to be paid under this Agreement except as may be permitted in writing by the Board of Ethics.
 - (2) no payment, gratuity or offer of employment will be made in connection with this Agreement by or on behalf of any Subcontractors to the prime Consultant or higher tier Subcontractors or anyone associated with them, as an inducement for the award of a subcontract or order.

c) Joint and Several Liability

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

d) Business Documents

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

e) Conflicts of Interest

- i) No member of the governing body of the County or other unit of government and no other officer, employee or agent of the County or other unit of government who exercises any functions or responsibilities in connection with the Services to which this Agreement pertains is permitted to have any personal interest, direct or indirect, in this Agreement. No member of or delegate to the Congress of the United States or the Illinois General Assembly and no Commissioner of the Cook County Board or County employee is allowed to be admitted to any share or part of this Agreement or to any financial benefit to arise from it.
- ii) Consultant covenants that it, and to the best of its knowledge, its Subcontractors if any (collectively, "**Consulting Parties**"), presently have no direct or indirect interest and will not acquire any interest, direct or indirect, in any project or contract that would conflict in any manner or degree with the performance of its Services under this Agreement.
- iii) Consultant represents that to the best of its knowledge and upon reasonable investigation, its current clients do not present a conflict with this Agreement with the County. Consultant is not permitted to perform any Services for the County on applications or other documents submitted to the County by any of Consultant's past or present clients. If Consultant becomes aware of a conflict, it must immediately stop work on the assignment causing the conflict and notify the County. If Consultant becomes aware of a conflict, it must immediately stop work on the assignment causing the conflict and notify the County.
- iv) Without limiting the foregoing, if the Consulting Parties assist the County in determining the advisability or feasibility of a project or in recommending, researching, preparing, drafting or issuing a request for proposals or bid specifications for a project, the Consulting Parties must not participate, directly or indirectly, as a prime, Subcontractor or joint venturer in that project or in the preparation of a proposal or bid for that project during the term of this Agreement

or afterwards. The Consulting Parties may, however, assist the County in reviewing the proposals or bids for the project if none of the Consulting Parties have a relationship with the persons or entities that submitted the proposals or bids for that project.

- v) The Consultant further covenants that, in the performance of this Agreement, no person having any conflicting interest will be assigned to perform any Services or have access to any confidential information, as defined in Section 3.h of this Agreement. If the County, by the Chief Procurement Officer in his reasonable judgment, determines that any of Consultant's Services for others conflict with the Services Consultant is to render for the County under this Agreement, Consultant must terminate such other services immediately upon request of the County.
- vi) Furthermore, if any federal funds are to be used to compensate or reimburse Consultant under this Agreement, Consultant represents that it is and will remain in compliance with federal restrictions on lobbying set forth in Section 319 of the Department of the Interior and Related Agencies Appropriations Act for Fiscal year 1990, 31 U.S.C. § 1352, and related rules and regulations set forth at 54 Fed. Reg. 52,309 ff. (1989), as amended. If federal funds are to be used, Consultant must execute a Certification Regarding Lobbying, which will be attached as an exhibit and incorporated by reference as if fully set forth here.

f) Non-Liability of Public Officials

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

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

a) Events of Default Defined

The following constitute events of default:

- i) Any material misrepresentation, whether negligent or willful and whether in the inducement or in the performance, made by Consultant to the County.
- ii) Consultant's material failure to perform any of its obligations under this Agreement including the following:
 - (a) Failure due to a reason or circumstances within Consultant's reasonable

- control to perform the Services with sufficient personnel and equipment or with sufficient material to ensure the performance of the Services;
- (b) Failure to perform the Services in a manner reasonably satisfactory to the Chief Procurement Officer or inability to perform the Services satisfactorily as a result of insolvency, filing for bankruptcy or assignment for the benefit of creditors;
 - (c) Failure to promptly re-perform within a reasonable time Services that were rejected as erroneous or unsatisfactory;
 - (d) Discontinuance of the Services for reasons within Consultant's reasonable control; and
 - (e) Failure to comply with any other material term of this Agreement, including the provisions concerning insurance and nondiscrimination.
- iii) Any change in ownership or control of Consultant without the prior written approval of the Chief Procurement Officer, which approval the Chief Procurement Officer will not unreasonably withhold.
 - iv) Consultant's default under any other agreement it may presently have or may enter into with the County during the life of this Agreement. Consultant acknowledges and agrees that in the event of a default under this Agreement the County may also declare a default under any such other Agreements.
 - v) Failure to comply with Article 7 in the performance of the Agreement.
 - vi) Consultant's repeated or continued violations of County ordinances unrelated to performance under the Agreement that in the opinion of the Chief Procurement Officer indicate a willful or reckless disregard for County laws and regulations.

b) Remedies

The occurrence of any event of default permits the County, at the County's sole option, to declare Consultant in default. Except where the Chief Procurement Officer, in their reasonable discretion, determines that the default is incurable, the Chief Procurement Officer will give Consultant an opportunity to cure the default within a certain period of time, which period of time must not exceed 30 days, unless extended by the Chief Procurement Officer. Whether to declare Consultant in default is within the sole discretion of the Chief Procurement Officer and neither that decision nor the factual basis for it is subject to review or challenge under the Disputes provision of this Agreement.

The Chief Procurement Officer will give Consultant written notice of the default, either in the form of a cure notice ("**Cure Notice**"), or, if no opportunity to cure will be granted, a default notice ("**Default Notice**"). If the Chief Procurement Officer gives a Default

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

- i) The right to take over and complete the Services, or any part of them, at Consultant's expense and as agent for Consultant, either directly or through others, and bill Consultant for the cost of the Services, and Consultant must pay the difference between the total amount of this bill and the amount the County would have paid Consultant under the terms and conditions of this Agreement for the Services that were assumed by the County as agent for the Consultant under this Section 9.b;
- ii) The right to terminate this Agreement as to any or all of the Services yet to be performed effective at a time specified by the County;
- iii) The right of specific performance, an injunction or any other appropriate equitable remedy;
- iv) The right to money damages;
- v) The right to withhold all or any part of Consultant's compensation under this Agreement;
- vi) The right to consider Consultant non-responsible in future contracts to be awarded by the County.

If the Chief Procurement Officer considers it to be in the County's best interests, he may elect not to declare default or to terminate this Agreement. The parties acknowledge that this provision is solely for the benefit of the County and that if the County permits Consultant to continue to provide the Services despite one or more events of default, Consultant is in no way relieved of any of its responsibilities, duties or obligations under this Agreement, nor does the County waive or relinquish any of its rights.

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

UNDER NO CIRCUMSTANCES, AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY REMEDY SET FORTH HEREIN, WILL EITHER PARTY BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, PUNITIVE, SPECIAL OR ANY OTHER INDIRECT DAMAGES. IN THE EVENT OF ANY LIABILITY INCURRED UNDER THIS AGREEMENT, EACH PARTY'S LIABILITY SHALL BE LIMITED TO THE GREATER OF (A) ONE MILLION DOLLARS AND NO CENTS (\$1,000,000.00) OR (B) THE AGGREGATE AMOUNTS PAID OR PAYABLE UNDER THIS AGREEMENT BY THE COUNTY OVER THE TWELVE (12) MONTHS PRECEDING THE CLAIM (THE "DIRECT DAMAGES CAP").

IN THE EVENT CONSULTANT BREACHES ITS OBLIGATIONS TO COUNTY TO PROTECT COUNTY PHI AND PII, AND ITS INFORMATION SECURITY OBLIGATIONS SET FORTH IN THE INFORMATION TECHNOLOGY SPECIAL CONDITIONS (EXHIBIT 1), AND THAT BREACH IS THE PROXIMATE CAUSE OF A DATA BREACH, THE PARTIES AGREE TO APPLY A SEPARATE LIABILITY CAP THAT IS EQUAL TO TWO MILLION DOLLARS (\$2,000,000) PER OCCURRENCE, AND FIVE MILLION DOLLARS (\$5,000,000) IN THE AGGREGATE (THE "DATA SECURITY CAP"). FOR CLARITY, THE DIRECT DAMAGES CAP WILL NOT APPLY IN THE CASE OF A DATA BREACH AS DESCRIBED IN THE PRECEDING SENTENCE. THE PARTIES AGREE THAT ANY CLAIM OR RECOVERY THAT IS SUBJECT TO THE DATA SECURITY CAP WILL NOT ALSO BE CLAIMABLE OR RECOVERABLE UNDER THE DIRECT DAMAGES CAP.

NOTWITHSTANDING THE FOREGOING, NOTHING IN THIS AGREEMENT SHALL EXCLUDE OR LIMIT CONSULTANT'S INDEMNIFICATION OBLIGATIONS OR CONSULTANT'S LIABILITY FOR (1) PROPERTY DAMAGE (2) DEATH OR PERSONAL INJURY, (3) FRAUD, OR (4) CLAIMS ARISING FROM CONSULTANT'S GROSSLY NEGLIGENT, WILFUL, OR INTENTIONAL MISCONDUCT, OR (5) BREACH OF ITS CONFIDENTIALITY OBLIGATIONS UNDER ARTICLE 3.h

c) Early Termination

In addition to termination under Sections 9.a and 9.b of this Agreement, the County may terminate this Agreement, or all or any portion of the Services to be performed under it, at any time upon thirty (30) days' notice in writing from the County to Consultant. The County will give notice to Consultant in accordance with the provisions of Article 11. The effective date of termination will be the date the notice is received by Consultant or the date stated in the notice, whichever is later, but in no event less than thirty (30) days. If the County elects to terminate this Agreement in full, all Services to be provided under it must cease and all materials that may have been accumulated in performing this Agreement, whether completed or in the process, must be delivered to the County effective

10 days after the date the notice is considered received as provided under Article 11 of this Agreement (if no date is given) or upon the effective date stated in the notice.

After the notice is received, Consultant must restrict its activities, and those of its Subcontractors, to winding down any reports, analyses, or other activities previously begun. No costs incurred after the effective date of the termination are allowed. Payment for any Services actually and satisfactorily performed before the effective date of the termination is on the same basis as set forth in Article 5, but if any compensation is described or provided for on the basis of a period longer than 10 days, then the compensation must be prorated accordingly. No amount of compensation, however, is permitted for anticipated profits on unperformed Services. The County and Consultant must attempt to agree on the amount of compensation to be paid to Consultant, but if not agreed on, the dispute must be settled in accordance with Article 6 of this Agreement. The payment so made to Consultant is in full settlement for all Services satisfactorily performed under this Agreement.

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

If the County's election to terminate this Agreement for default under Sections 9.a and 9.b is determined in a court of competent jurisdiction to have been wrongful, then in that case the termination is to be considered to be an early termination under this Section 9.c.

d) Suspension

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

No suspension of this Agreement is permitted in the aggregate to exceed a period of 45 days within any one year of this Agreement. If the total number of days of suspension exceeds 45 days, Consultant by written notice may treat the suspension as an early termination of this Agreement under Section 9.c.

e) Right to Offset

In connection with performance under this Agreement, the County may offset any excess costs incurred:

- i) if the County terminates this Agreement for default or any other reason resulting from Consultant's performance or non-performance;
- ii) if the County exercises any of its remedies under Section 9.b of this Agreement;
or
- iii) if the County has any credits due or has made any overpayments under this Agreement.

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

f) Delays

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

g) Prepaid Fees

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

ARTICLE 10) GENERAL CONDITIONS

a) Entire Agreement

i) General

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

ii) No Collateral Agreements

Consultant acknowledges that, except only for those representations, statements or promises expressly contained in this Agreement and any exhibits attached to it and incorporated by reference in it, no representation, statement or promise, oral or in writing, of any kind whatsoever, by the County, its officials, agents or employees, has induced Consultant to enter into this Agreement or has been relied upon by Consultant, including any with reference to:

- (a) the meaning, correctness, suitability or completeness of any provisions or requirements of this Agreement;
- (b) the nature of the Services to be performed;
- (c) the nature, quantity, quality or volume of any materials, equipment, labor and other facilities needed for the performance of this Agreement;
- (d) the general conditions which may in any way affect this Agreement or its performance;
- (e) the compensation provisions of this Agreement; or
- (f) any other matters, whether similar to or different from those referred to in (a) through (e) immediately above, affecting or having any connection with this Agreement, its negotiation, any discussions of its performance or those employed or connected or concerned with it.

iii) **No Omissions**

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

b) **Counterparts**

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

c) **Contract Amendments**

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

writing.

In the case of Contracts not approved by the Board, the Chief Procurement Officer may amend a contract provided that the total cost of all such amendments does not increase the total amount of the Contract by \$200,000 or more. Such action may only be made with the advance written approval of the Chief Procurement Officer. If the amendment increases the total award amount by \$200,000 or more, then Board approval will be required..

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

Consultant is hereby notified that, except for amendments which are made in accordance with this Section 10.c. Contract Amendments, no Using Agency or employee thereof has authority to make any amendment to this Contract.

d) Governing Law and Jurisdiction

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

e) Severability

If any provision of this Agreement is held or considered to be or is in fact invalid, illegal, inoperative or unenforceable as applied in any particular case in any jurisdiction or in all cases because it conflicts with any other provision or provisions of this Agreement or of any constitution, statute, ordinance, rule of law or public policy, or for any other reason, those circumstances do not have the effect of rendering the provision in question invalid, illegal, inoperative or unenforceable in any other case or circumstances, or of rendering any other provision or provisions in this Agreement invalid, illegal, inoperative or unenforceable to any extent whatsoever. The invalidity, illegality, inoperativeness or unenforceability of any one or more phrases, sentences, clauses or sections in this Agreement does not affect the remaining portions of this Agreement or any part of it.

f) Assigns

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

g) Cooperation

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

h) Waiver

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

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

i) Independent Consultant

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

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

- i) The County will not be liable under or by reason of this Agreement for the payment of any compensation award or damages in connection with the Consultant performing the Services required under this Agreement.
- ii) Consultant is not entitled to membership in the County Pension Fund, Group Medical Insurance Program, Group Dental Program, Group Vision Care, Group Life Insurance Program, Deferred Income Program, vacation, sick leave, extended sick leave, or any other benefits ordinarily provided to individuals employed and paid through the regular payrolls of the County.

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

j) Governmental Joint Purchasing Agreement

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

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

k) Comparable Government Procurement

As permitted by the County of Cook, other government entities, if authorized by law, may wish to purchase the goods, supplies, services or equipment under the same terms and conditions contained in this Contract (i.e., comparable government procurement). Each entity wishing to reference this Contract must have prior authorization from the County of Cook and the Consultant. If such participation is authorized, all purchase orders will be issued directly from and shipped directly to the entity requiring the goods, supplies, equipment or services supplies/services. The County shall not be held responsible for any orders placed, deliveries made or payment for the goods, supplies, equipment or services supplies/services ordered by these entities. Each entity reserves the right to determine the amount of goods, supplies, equipment or services it wishes to purchase under this Contract.

l) Force Majeure

Neither Consultant nor County shall be liable for failing to fulfill any obligation under this Contract if such failure is caused by an event beyond such party's reasonable control and which is not caused by such party's fault or negligence. Such events shall be limited to acts of God, acts of war, fires, lightning, floods, Epidemic Disruption, or riots.(1) Epidemic Disruption. County may suspend Services under any Statement of Work on 2 business days' written notice in case of Epidemic Disruption (as defined below). Each party's deadlines and obligations related to performance, receipt, or support of Services will then be delayed by a period equal to the duration of such suspension, provided suspension will not delay County's obligations to make payments already due pursuant to the terms of this Agreement. County may end such suspension at any time on 5 business days' notice, provided Consultant may by prompt written notice delay such Services' restart date by up to 2 weeks if earlier return of staff imposes unreasonable burdens on Consultant. If performance pursuant to a Statement of Work is suspended due to Epidemic Disruption for more than 40 business days out of any 90-day period, either party may terminate such Statement of Work for convenience on 10 days' prior written notice, provided that if Consultant issues such termination notice and County ends the suspension before the notice period ends, the Statement of Work will not terminate. For the avoidance of doubt: (a) termination pursuant to the preceding sentence does not release Consultant from its obligations pursuant to PSA Article 10(g) (*Cooperation*); and (b) nothing in this provision limits either party's rights set forth in Article 10(l) (*Force Majeure*), including without limitation either party's right to suspend Services as a result of epidemics. ("Epidemic Disruption" occurs when the parties reasonably

conclude (i) that risks related to an epidemic make performance, receipt, or support of Services unreasonably dangerous for either party's employees or for third parties or (ii) that government shelter-in-place orders or other government measures addressing an epidemic make performance, receipt, or support of Services unduly expensive or otherwise impractical.)

m) Federal Clauses

The following provisions apply to all Contracts which funded in whole or in part with federal funds. For purposes of this subsection m), the term "Contractor" shall mean "Consultant" as such term is defined in the Agreement.

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

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

2. False or Fraudulent Statements and Claims

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

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

3. Federal Interest in Patents

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

(b) Federal Rights. Unless the Federal Government later makes a contrary determination in writing, the rights and responsibilities of the Contractor, and the Federal Government pertaining to that invention, improvement, or discovery will be determined in accordance with applicable Federal laws and regulations, including any waiver thereof. Unless the Federal Government later makes a contrary determination in writing, the

Contractor agrees that, irrespective of its status or the status of any subcontractor at any tier (e.g., a large business, small business, non profit organization, institution of higher education, individual), the Contractor agrees it will transmit to the Federal Government those rights due the Federal Government in any invention resulting from the contract.

4. Federal Interest in Data and Copyrights

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

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

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

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

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

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

(e) Hold Harmless. Unless prohibited by state law, upon request by the Federal Government, the Contractor agrees to indemnify, save, and hold harmless the Federal

Government and their officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the Contractor of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under the Contract. The Contractor will not be required to indemnify the Federal Government for any such liability arising out of the wrongful acts of employees or agents of the Federal Government.

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

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

5. Records and Audits

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

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

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

6. Environmental Requirements

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

The Contractor acknowledges that this list does not constitute the Contractor's entire obligation to meet all Federal environmental and resource conservation requirements. The Contractor will include these provisions in all subcontracts.

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

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

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

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

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

7. No Exclusionary or Discriminatory Specifications

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

8. Cargo Preference Use of United States Flag Vessels

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

9. Fly America

If the contract or subcontracts may involve the international transportation of goods, equipment, or personnel by air, the Contractor and subcontractors at every tier must use U.S.-flag air carriers, to the extent service by these carriers is available. 49 U.S.C. 40118 and 4 C.F.R. Part 52.

10. No Federal Government Obligations to Third Parties

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

11. Allowable Costs

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

12. Trade Restrictions

Contractor certifies that neither it nor any Subcontractor:

- (a) is owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms published by the Office of the United States Trade Representative (USTR);
- (b) has knowingly entered into any contract or subcontract with a person that is a citizen or national of a foreign country on said list, nor is owned or controlled directly or indirectly by one or more citizens or nationals of a foreign country on said list;
- (c) will procure, subcontract for, or recommend any product that is produced in a foreign country on said list.

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

USDOT may direct, through the County, cancellation of the Contract at no cost to the Government.

Further, Contractor agrees that it will incorporate this provision for certification without modification in each subcontract. Contractor may rely on the certification of a prospective Subcontractor unless it has knowledge that the certification is erroneous. Contractor will provide immediate written notice to the County if it learns that its certification or that of a Subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. Each Subcontractor must agree to provide written notice to Contractor if at any time it learns that its certification was erroneous by reason of changed circumstances. Nothing contained in the foregoing will be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision.

The knowledge and information of the Contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

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

13. Contract Work Hours and Safety Standards Act

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

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

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

14. Veteran’s Preference

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

16. Accessibility Compliance

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

18. Equal Employment Opportunity

During the performance of this contract, the Contractor agrees as follows:

(1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee

who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.

(4) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

19. Compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145)

This provision applies to all contracts and subgrants in excess of \$2000 for construction or repair awarded by recipients and subrecipients.

a. Contractor. The Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

b. Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the Federal Government may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

c. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.”

20. Compliance with the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708)

This provision shall apply to all contracts awarded by recipients in excess of \$100,000 that involve the employment of mechanics, laborers, and construction work.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is

employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages and interest from the date of the underpayment. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchpersons and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$32 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1).

(3) Withholding for unpaid wages and liquidated damages—

(i) Withholding Process. The County must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the Contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in this paragraph (b) on this contract, any other federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the Contractor under this contract, any other federal contract with the same prime contractor, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.

(ii) Priority to withheld funds. The Department has priority to funds withheld or to be withheld in accordance with paragraph (a)(2)(i) or (b)(3)(i) of this section, or both, over claims to those funds by:

- (A) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
- (B) A contracting agency for its procurement costs;
- (C) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
- (D) A contractor's assignee(s);
- (E) A contractor's successor(s); or
- (F) A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901-3907.

(4) Subcontracts. The Contractor or subcontractor must insert in any subcontracts the clauses set forth in paragraphs (b)(1) through (5) of this section and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor is responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (5). In the event of any violations of these clauses, the prime contractor, and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

(5) Anti-retaliation. It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

- (i) Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in this part;
- (ii) Filing any complaint, initiating, or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or this part;
- (iii) Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or this part; or
- (iv) Informing any other person about their rights under CWHSSA or this part.

Further Compliance with the Contract Work Hours and Safety Standards Act.

(1) The Contractor or subcontractor must maintain regular payrolls and other basic records during the course of the work and must preserve them for a period of three years after all the work on the prime contract is completed for all laborers and mechanics, including guards and watchpersons, working on the contract. Such records must contain the name; last known address, telephone number, and email address; and social security number of each such worker; each worker's correct classification(s) of work performed; hourly rates of wages paid; daily and weekly number of hours actually worked; deductions made; and actual wages paid.

(2) Records to be maintained under this provision must be made available by the Contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the Department of Homeland Security, the Federal Emergency Management Agency, and the Department of Labor, and the Contractor or subcontractor will permit such representatives to interview workers during working hours on the job.

21. Rights to Inventions Made Under a Contract or Agreement

This provision applies to Contracts or agreements for the performance of experimental, developmental, or research work. Contractor shall provide for the rights of the Federal Government and the County in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms

Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

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

This provision applies to contracts and subgrants of amounts in excess of \$150,000.

Clean Air Act

1. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
2. The Contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance.

Federal Water Pollution Control Act

1. The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
2. The Contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance.

23. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352), as amended

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

24. Debarment and Suspension

(1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Contractor is required to verify that none of the Contractor’s principals

(defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by the County. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

25. Prohibition on Certain Telecommunications and Surveillance Equipment

Recipients and subrecipients are prohibited from using loan or grant funds to procure or obtain; extend or renew a contract to procure or obtain; or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in [Public Law 115-232, section 889](#), covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities), Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities), or by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

26. Procurement of Recovered Materials

In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—

- a) Competitively within a timeframe providing for compliance with the contract performance schedule;
- b) Meeting contract performance requirements; or
- c) At a reasonable price.

Information about this requirement, along with the list of EPA-designated items, is available at [Comprehensive Procurement Guideline \(CPG\) Program | US EPA](#). The

Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

The Contractor should, to the greatest extent practicable and consistent with the law, purchase, acquire, or use products and services that can be reused, refurbished, or recycled; contain recycled content, are biobased, or are energy and water efficient; and are sustainable.

27. Domestic Preference for Procurements

The Contractor should, to the greatest extent practicable and consistent with law, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to, iron, aluminum, steel, cement, and other manufactured products.

For purposes of this clause:

Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

28. Build America, Buy America Act (BABAA)

Contractors and their subcontractors who apply or bid for an award for an infrastructure project subject to the domestic preference requirement in the Build America, Buy America Act shall file the required certification to the County with each bid or offer for an infrastructure project, unless a domestic preference requirement is waived by the Federal Government. Contractors and subcontractors certify that no federal financial assistance funding for infrastructure projects will be provided unless all the iron, steel, manufactured projects, and construction materials used in the project are produced in the United States. BABAA, Pub. L. No. 117-58, §§ 70901-52. Contractors and subcontractors shall also disclose any use of federal financial assistance for infrastructure projects that does not ensure compliance with BABAA domestic preference requirements. Such disclosures shall be forwarded to the recipient who, in turn, will forward the disclosures to the federal agency; subrecipients will forward disclosures to the pass-through entity, who will, in turn, forward the disclosures to the Federal Government.

29. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148)

For construction or repair contracts in excess of \$2,000, or as otherwise required by Federal program legislation, Contractor agrees to comply with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). Under these requirements, Contractor is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a

wage determination made by the Secretary of Labor. In addition, Contractor must pay wages not less than once a week.

ARTICLE 11) NOTICES

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

If to the County: Cook County Bureau of Technology
161 North Clark Street, Suite 800
Chicago, Illinois 60601
Attention: Department Director

and

Cook County Chief Procurement Officer
161 North Clark Street, Suite 2300
Chicago, Illinois 60601
(Include County Contract Number on all notices)

If to Consultant: CDW Government LLC
230 North Milwaukee Ave
Vernon Hills, IL 60061
Attention: Dario Bertocchi

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

ARTICLE 12) AUTHORITY

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

EXHIBIT 1

Cook County Information Technology Special Conditions

Exhibit 1
Cook County Information Technology Special Conditions (ITSCs)

1. DEFINITIONS FOR special conditions

1.1. **“Biometric Information”** has the same meaning as “biometric information” defined in the Illinois Biometric Privacy Act, 740 ILCS 14/10.

1.2. **“Business Associate Agreement”** or **“BAA”** means an agreement that meets the requirements of 45 C.F.R. 164.504(e).

1.3. **“Cardholder Data”** means data that meets the definition of “Cardholder Data” in the most recent version of the Payment Card Industry’s Data Security Standard.

1.4. **“Contractor”** has the same meaning as either “Contractor” and “Consultant” as such terms are defined, and may be interchangeably used in the County’s Professional Services Agreement, or “Contractor” as defined in the County’s Instruction to Bidders and General Conditions, if either such document forms the basis of this Agreement. “Contractor” includes any individuals that are employees, representatives, subcontractors or agents of Contractor.

1.5. **“Contractor Confidential Information”** means all non-public proprietary information of Contractor that is marked confidential, restricted, proprietary, or with a similar designation; provided that Contractor Confidential Information excludes County Data or information that may be subject to disclosure under Illinois Freedom of Information Act, 5 ILCS 140/1 et seq. or other law.

1.6. **“County”** has the same meaning as the term “County” in the Cook County Procurement Code, located at Chapter 34, Article IV in the Cook County Code of Ordinances as amended.

1.7. **“County Confidential Information”** means all non-public proprietary information of County, including Personally Identifiable Information and any information that is exempt from public disclosure under the Illinois Freedom of Information Act, 5 ILCS 140/1 et seq. or under the Cook County Code of Ordinances. For purposes of clarity, PII shall be considered CCI, however, CCI shall not be considered PII.

1.8. **“County Data”** means all data, including County Confidential Information, provided by the County to Contractor, or otherwise encountered by Contractor for purposes relating to this Agreement, including related metadata.

1.9. **“County Intellectual Property”** or **“County IP”** means all Intellectual Property owned or licensed by the County, including Developed IP.

1.10. **“Criminal Justice Information”** means data that meets the definition of “Criminal Justice Information” in the most recent version of FBI’s CJIS Security Policy and also data that meets the definition of “Criminal History Record Information” at 28 C.F.R. 20.

1.11. **“Data Protection Laws”** means laws, regulations, industry self-regulatory standards, and codes of practice in connection with the processing of Personally Identifiable Information, including but not limited to the Health Insurance Portability and Accountability Act of 1996 (42 U.S.C. § 1320(d) et seq.), the Health Information Technology for Economic and Clinical Health Act of 2009 (42 U.S.C. § 17921 et seq.), FBI CJIS Security Policy, the Illinois Biometric Privacy Act, 740 ILCS 14/1, et seq., the Illinois Personal Information Protection Act, 815 ILCS 530/1, et seq., and the Payment Card Industry Data Security

Standard..

1.12. **“Data Breach”** means (a) the loss or misuse (by any means) of any County Confidential Information; (b) the unauthorized or unlawful access, use, or disclosure of any County Confidential Information; or (c) any other act or omission that compromises the security, confidentiality, integrity or availability of any County Confidential Information.

1.13. **“Deliverable”** has the same meaning as “Deliverable” as defined in the County’s Professional Services Agreement or as defined in the County’s Instruction to Bidders and General Conditions, if either such document forms the basis of this Agreement.

1.14. **“Developed Intellectual Property”** or **“Developed IP”** means Intellectual Property conceived, developed, authored or reduced to practice in the course of or in connection with the provision of the Services and specifically and expressly identified as such in writing in a Statement of Work signed by the parties.

1.15. **“Intellectual Property”** or **“IP”** means any inventions, discoveries, designs, processes, software, documentation, reports, and works of authorship, drawings, specifications, formulae, databases, algorithms, models, methods, techniques, technical data, discoveries, know how, trade secrets, and other technical proprietary information and all patents, copyrights, mask works, trademarks, service marks, trade names, service names, industrial designs, brand names, brand marks, trade dress rights, Internet domain name registrations, Internet web sites and corporate names, and applications for the registration or recordation of any of the foregoing.

1.16. **“Malware”** means any hidden files, automatically replicating, transmitting or activating computer program, virus (or other harmful or malicious computer program) or any equipment-limiting, Software-limiting or Services-limiting function (including, but not limited to, any key, node lock, time-out or similar function), whether implemented by electronic or other means.

1.17. **“Open Source Materials”** means any Software that: (a) contains, or is derived in any manner (in whole or in part) from, any Software that is distributed as free Software, open source Software, shareware (e.g., Linux), or similar licensing or distribution models; and (b) is subject to any agreement with terms requiring that such Software be (i) disclosed or distributed in source code or object code form, (ii) licensed for the purpose of making derivative works, and/or (iii) redistributable. Open Source Materials includes without limitation “open source” code (as defined by the Open Source Initiative) and “free” code (as defined by the Free Software Foundation).

1.18. **“Personally Identifiable Information”** means personal data or information that relates to a specific, identifiable, individual person, including County personnel. For the avoidance of doubt, Personally Identifiable Information includes the following: (a) any government-issued identification numbers (e.g., Social Security, driver’s license, passport); (b) any financial account information, including account numbers, credit card numbers, debit card numbers, and other Cardholder Data; (c) Criminal Justice Information; (d) Protected Health Information; (e) Biometric Information; (f) passwords or other access-related information associated with any user account; and (g) any other personal data defined as personally identifiable information under the breach notification laws of the fifty states.

1.19. **“Protected Health Information”** or **“PHI”** has the same meaning as the term “Protected Health Information” in 45 C.F.R. 160.103.

1.20. **“Services”** has the same meaning as “Services” as defined in Article 3 of the County’s Professional Services Agreement or “Deliverables” as defined in the County’s Instruction to Bidders and

General Conditions, if either such document forms the basis of this Agreement.

1.21. “**Software**” means computer programs, whether in source code or object code form (including any and all software implementation of algorithms, models and methodologies), databases and compilations (including any and all data and collections of data), and all documentation (including user manuals and training materials) related to the foregoing.

2. SERVICES AND DELIVERABLES

2.1. **Approved Facilities.** Contractor will perform Services and, to the extent applicable, host County Data only within the continental United States and only from locations owned, leased or otherwise used by Contractor and its Subcontractors.

2.2. **Required Consents for Assets in Use and Third-Party Contracts as of the Effective Date.** For this section, “Assets” mean equipment, Software, Intellectual Property and other assets used in providing the Services and “Required Consent” means the consent required to secure any rights of use of or access to any third-party Assets that are required by Contractor to perform the Services. Contractor is responsible for obtaining all Required Consents relating to this Agreement. The County will cooperate with Contractor and provide Contractor such assistance in this regard as the Contractor may reasonably request.

2.3. **Resources Necessary for Services.** Except as otherwise agreed in a statement of work, Contractor will provide and is financially responsible for all equipment, Software, and other resources needed to perform the Services in accordance with the Agreement.

3. LEGAL COMPLIANCE

3.1. **Public Records Laws.** Contractor will comply with all laws governing public records located at 50 ILCS 205/1 et seq. and at 44 Ill. Admin. Code 4500.10 et seq. applicable to the Services.

3.2. **Data Protection Laws.** Contractor will comply with all applicable Data Protection Laws in connection with the Services.

3.3. **Export Laws.** Contractor will comply with all applicable laws governing the export of intellectual property, including, but not limited to the Export Administration Regulations, 15 CFR 730, et seq.

3.4. The Parties agree that Contractor will not be required to process any protected health information as defined in 45 CFR 160.103, criminal justice information as defined by the FBI CJIS Security Policy, payment card information as defined by the Payment Card Industry Data Security Standard , or personal information as defined by the Illinois Personal Information Protection Act, 815 ILCS 530/1, et seq (collectively, “Sensitive Personal Information”). during the supply of any Services under this Agreement, or perform any Services requiring access to systems containing Personally Identifiable Information unless explicitly stated in a Statement of Work. Unless the Parties agree that Contractor will process any Sensitive Personal Information under a Statement of Work, the County shall make commercially reasonable efforts to restrict Contractor’s access to any Sensitive Personal Information under the County’s control.

3.5. **Protected Health Information.** If a Statement of Work explicitly states Contractor will have access to Personal Health Information in connection with the performance of the Services, Contractor must enter a mutually agreeable Business Associate Agreement in a form provided by the County.

3.6. Criminal Justice Information. If a Statement of Work explicitly states Contractor will have access to Criminal Justice Information in connection with the performance of the Services, Contractor must execute an FBI CJIS Security Policy Addendum or any other required agreements in a form provided by the County.

3.7. Biometric Information. If a Statement of Work explicitly states Contractor will have access to Biometric Information in connection with the performance of the Services, Contractor must properly secure such information in compliance with the Illinois Biometric Information Privacy Act, 740 ILCS 14/1, et seq., including maintaining a retention schedule and destruction guidelines.

3.8. Cardholder Data. If a Statement of Work explicitly states Contractor will have access to Cardholder Data in connection with the performance of the Services, no less than annually, Contractor must tender to County a current attestation of compliance signed by a Qualified Security Assessor certified by the Payment Card Industry.

4. WARRANTIES

4.1. Contractor Materials and Third Party_IP. Contractor represents and warrants that it owns, or is authorized to use, all Contractor IP, and Contractor-provided third-party IP.

4.2. Developed Software. Where explicitly agreed in a statement of work that Developed Software is an in-scope Deliverable resulting from Contractor's Services, Contractor represents and warrants that all Developed Software will be free from material errors in operation and performance, will comply with the applicable documentation and specifications in all material respects, for twelve (12) months after the installation, testing and acceptance of such Developed Software by the County. Any repairs made to Developed Software by Contractor pursuant to this Section will receive a new twelve (12) month warranty period in accordance with the terms of this Section.

4.3. Open Source_Materials. Where explicitly agreed in a statement of work that open source materials are an in-scope Deliverable resulting from Contractor's Services, Contractor represents and warrants that all open source materials (OSM) included in Deliverables or Developed Software are obtained from a trusted distributor. The Contractor must not use any materials that allow users to modify or incorporate open source code into larger programs on the condition that the software containing the source code is publicly distributed without restrictions, commonly known as "copyleft", without County's knowledge or consent.

4.4. Access to County Data. Contractor represents and warrants that Contractor has not and will not prevent, or reasonably fail to allow, for any reason including without limitation late payment or otherwise, the County's access to and retrieval of County Data.

4.5. Malware. Contractor represents and warrants that it has not and will not introduce or cause to be introduced Malware in any County IT environment at any time related to its performance of Services. If Contractor discovers that Malware has been introduced related to its performance of Services, Contractor must, at no additional charge, (a) immediately undertake to remove such Malware (b) notify the County in writing within one (1) business day, and (c) use reasonable efforts to restore County Data (utilizing the County's last available back-up copy) and otherwise assist the County in mitigating such damage and restoring any affected Service, Software or equipment.

4.6. Resale of Equipment and Software. If Contractor resells to the County any equipment or Software that Contractor purchased from a Third Party, Contractor, to the extent it is legally able to do so, must pass through any such third-party warranties to the County and reasonably cooperate with the

County's efforts in enforcing them. Such warranty pass-through will not relieve Contractor from its warranty obligations set forth in this Section.

4.7. **Data Security.** Contractor represents and warrants that, during and/or related to the performance of Services (a) it will not permit any unauthorized access to or cause any loss or damage to County Data or County IP in its possession or control; (b) it will comply with all County security policies in place that have been provided to Contractor prior to the start of performance, and (c) it will not knowingly use any system that is dependent on software or hardware that no longer have appropriate security updates available.

5. INTELLECTUAL PROPERTY

5.1. **County Intellectual Property.** The County retains all right, title and interest in and to all County IP. Contractor will not be permitted to use any of the County IP for the benefit of any entities other than the County. Upon expiration or termination of this Agreement, Contractor must cease all use of County IP and must return to the County all County IP.

5.2. **Developed Intellectual Property.** In the event Developed IP will be Deliverable, it will be specifically and expressly identified as such in writing in a Statement of Work signed by the parties. Upon such agreement, Contractor hereby irrevocably and unconditionally assigns, transfers and conveys to the County without further consideration all of its right, title and interest in such Developed IP, which assignment will be effective as of the creation of such works without need for any further documentation or action on the part of the Parties. Contractor agrees to perform any actions as may reasonably be necessary, or as the County may reasonably request, to perfect the County's ownership of any such Developed IP.

5.3 **Residual Knowledge.** Nothing contained in this Agreement will restrict either Party from the use of any ideas, concepts, know-how, or techniques relating to the Services which either Party, individually or jointly, develops or discloses under this Agreement, provided that in doing so (a) such information is solely retained in the unaided memory of the Parties employees performing or using such Services, (b) the Party does not breach its respective obligations under Section 6 relating to confidentiality and non-disclosure, and (c) does not infringe the Intellectual Property rights of the other or Third Parties who have licensed or provided materials to the other. Except for the license rights contained under Section 5, neither this Agreement nor any disclosure made hereunder grants any license to either Party under any Intellectual Property rights of the other.

6. COUNTY DATA AND CONFIDENTIALITY

6.1. **Property of County.** All County Data is the sole property of the County. Contractor must not use County Data for any purpose other than that of performing the Services under this Agreement. Without the County's express written consent, no County Data, or any part thereof, may be disclosed, assigned, destroyed, altered, withheld, or otherwise restricted by Contractor or commercially exploited by or on behalf of Contractor.

6.2. **Acknowledgment of Importance of County Data.** Contractor acknowledges the importance of County Data and that the County may suffer irreparable harm or loss in the event of such information being disclosed or used otherwise than in accordance with this Agreement.

6.3. **County Data Recovery or Return.** Upon the County's request, Contractor must promptly return all requested County Data to the County or its designee in such a format that the County may reasonably request. Where County is recovering County Data, Contractor must provide County with

adequate bandwidth and other resources to remove County Data from Contractor servers. Contractor must also provide sufficient information requested by the County about the format and structure of the County Data to enable such data to be used in substantially the manner used by Contractor. Also upon County's request, in lieu of return or in addition to return, Contractor must destroy County Data, sanitize any media upon which County Data resides in accordance to NIST Special Publication 800-88 as revised ; and upon County request, Contractor must provide County with a certificate of destruction in compliance with NIST Special Publication 800-88.

6.4. Disclosure Required by Law, Regulation or Court Order. In the event that Contractor is required to disclose County Data in accordance with a requirement or request by operation of Law, regulation or court order, Contractor will, except to the extent prohibited by law: (a) advise the County thereof prior to disclosure; (b) take such steps to limit the extent of the disclosure to the extent lawful; (c) afford the County a reasonable opportunity to intervene in the proceedings; and (d) comply with the County's requests as to the manner and terms of any such disclosure.

6.5. Data Integrity and Loss of County Confidential Information. Data integrity requires that data are complete, consistent, and accurate. As appropriate Contractor must implement and maintain strong, industry standard measures, such as encryption, cryptographic key systems, digital signatures, and firewalls, designed to maintain accuracy of County Data in Contractor's possession and control. Without limiting any rights and responsibilities under Section 7 of these IT Special Conditions, in the event of any disclosure, inaccuracy, or loss of, or inability to account for, any County Confidential Information, Contractor must promptly, at its own expense: (a) notify the County in writing within one (1) business day; (b) take such actions as may be necessary or reasonably requested by the County to minimize the violation; and (c) cooperate in all reasonable respects with the County to minimize any damage resulting from the violation.

6.6. Contractor Confidential Information. County must use at least the same degree of care to prevent disclosing Contractor Confidential Information to Third Parties as County exercises to avoid unauthorized disclosure, publication or dissemination of its County Confidential Information of like character.

7. DATA SECURITY AND PRIVACY

7.1. General Requirement of Confidentiality and Security. Contractor is obligated to maintain the confidentiality and security of all County Confidential Information in connection with the performance of the Services. Without limiting Contractor's other obligations under this Agreement, Contractor must implement and/or use network management and maintenance applications and tools, fraud prevention and detection and encryption technologies designed to protect the aforementioned; provided that Contractor must, at a minimum, encrypt all Personally Identifiable Information in-transit and at-rest. Contractor must perform all Services using security technologies and techniques in accordance with industry-leading practices and the County's security policies, procedures and other requirements made available to Contractor in writing prior to the start of performance.

7.2. Security. Contractor must establish and maintain reasonable and sufficient physical, technical and procedural safeguards designed to (i) preserve the security and confidentiality of County Confidential Information in its possession or control and (ii) protect same against unauthorized or unlawful disclosure, access or processing, loss, destruction or damage. The safeguards must provide a level and scope of security that is not less than the level and scope required under (a) the County Policies as updated; (b) Federal Information Processing Standard 200; (c) then-current NIST 800-series standard and successors thereto; or (d) an equivalent, generally accepted, industry-standard security standards series

7.3. Contractor Personnel. Contractor will oblige its personnel to comply with applicable Data

Protection Laws and to undertake only to collect, process or use any County Data necessary to perform the Services and not to make the aforementioned available to any Third Parties except as specifically authorized hereunder.

7.4. Information Access. Contractor may not attempt to or permit access to any County Confidential Information within its possession and control by any unauthorized individual or entity. Contractor must provide its personnel only such access as is minimally necessary for such persons/entities to perform the tasks and functions for which they are responsible. Contractor will, upon request from the County and to the extent applicable to the Services performed, provide the County with an updated list of those personnel having access to County Data and the level of such access.

7.5. Encryption Requirement. Contractor must encrypt all County Confidential Information. Contractor must encrypt the aforementioned in motion, at rest and in use in a manner that, at a minimum, adheres to NIST SP 800-111, NIST SP 800-52, NIST SP 800-77 and NIST SP 800-113 encryption standards. Contractor must not deviate from this encryption requirement without the advance, written approval of the County's Information Security Office.

7.6. Updates. Where applicable and as procured by the County through manufacturer maintenance and support, Contractor must provide to County, without charge, the timely application of any upgrades to software required for Services that are available to third parties. Software upgrades must include, but not be limited to, new version releases and operating system patching, as well as bug fixes.

7.7. Contractor as a Data Processor. Contractor understands and acknowledges that, to the extent a Statement of Work explicitly states that performance of Services hereunder involves or necessitates the processing of Personally Identifiable Information, it will act only on instructions and directions from the County.

7.8. Data Subject Right of Access and Rectification. If the County is required to provide or rectify information regarding an individual's Personally Identifiable Information processed by Contractor pursuant to a Statement of Work, Contractor will reasonably cooperate with the County to the full extent necessary to comply with Data Protection Laws. If a request by a data subject is made directly to Contractor, Contractor will notify the County of such request as soon as reasonably practicable.

7.9. Data Minimization. Contractor must implement procedures to minimize the collection of Personally Identifiable Information.

8. DATA BREACH

8.1. Notice to County. Contractor must provide the County with written notice of any Data Breach promptly following, and no later than one (1) business day following, the discovery or suspicion of the occurrence of a Data Breach. Such notice must summarize in reasonable detail the nature of the County Data that may have been exposed, and, if applicable, any persons whose Personally Identifiable Information may have been affected or exposed by such Data Breach. Contractor must not make any public announcements relating to such Data Breach without the County's prior written approval.

8.2. Data Breach Responsibilities. Upon discovery of an actual or reasonably suspected a Data Breach, Contractor must promptly provide details regarding the incident, its mitigation efforts, and its corrective action to prevent a future similar incident. Contractor must fully cooperate with County, and is solely responsible for: (a) investigating and resolving any data privacy or security issue; (b) providing County with a root cause analysis of the breach, (c) reimbursement of County costs, subject to the limit contained in the Agreement, to notify any affected persons (solely at County's direction) and governmental

regulators, as applicable; and (d) recovering affected data or information, to the extent possible, and (e) provide County with a corrective action plan acceptable to County.

8.3. Notice to Impacted Parties. County has the sole right to determine (a) whether notice of the Data Breach is to be provided to any individuals, regulators, law enforcement agencies, consumer reporting agencies or others as required by law or regulation, or otherwise in County's discretion; and (b) the contents of such notice, whether any type of remediation may be offered to affected persons, and the nature and extent of any such remediation.

8.4. Costs. In the event of a Data Breach attributable to an act or omission of Contractor, as part of such remediation, and subject to the limitations contained in the Agreement, Contractor must pay all legally mandated costs and expenses of County's compliance with any of County's notification obligations, as well as the cost of credit monitoring services for affected individuals, not to exceed six (6) months.

9. AUDIT RIGHTS

9.1. Service Organization Control (SOC 2), Type II Audits. To the extent applicable to the Services performed, Contractor must, at least once annually and at its sole cost and expense provide to the County and its auditors a SOC 2, Type II report, or equivalent, for all locations at which the County Data is processed or stored. Contractor must promptly make available to the County the results of any reviews or audits conducted by Contractor (including internal and external auditors), including SOC-2 audits, relating to Contractor's and its Subcontractors' operating practices and procedures to the extent relevant to the Services or any of Contractor's obligations under the Agreement. Notwithstanding the foregoing, all customer information in addition to the County's shall be redacted from any reporting.

9.2. Subcontractor Agreements. To the extent applicable to the Services performed, Contractor must make commercially reasonable efforts to ensure that all agreements with its Subcontractors performing Services under this Agreement contain terms and conditions substantially similar with the County's audit rights in this Section 9.

10. EXIT ASSISTANCE

10.1. Removal of Contractor Materials. Contractor is responsible, at its own expense, for de-installation and removal from the County facilities any equipment owned or leased by Contractor, that is not being transferred to the County under the Agreement, subject to the County's reasonable procedures and in a manner that minimizes the adverse impact on the County.

11. MISCELLANEOUS

11.1. Survival. Sections 1 (Definitions for Special Conditions), 5 (Intellectual Property), 9 (Data Breach), and 10 (Audit Rights) will survive the expiration or termination of this Agreement for a period of five (5) years (and Sections 6 (County Data and Confidentiality) and 13 (Miscellaneous) will survive for a period of ten [10] years) from the later of (a) the expiration or termination of this Agreement (including any Exit Assistance Period), or (b) the return or destruction of County Confidential Information as required by this Agreement.

EXHIBIT 2

Scope of Services

Exhibit 2- Scope of Services



Data Center and Network Products and Services

BETWEEN

**Cook County Government
Cook County Bureau of Technology**

AND

CDW GOVERNMENT LLC

Contract No.: 2410-06131

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1. Executive Summary

This Scope of Services is governed by the terms and conditions of the professional services agreement between the parties and results from the Cook County Government's (County or Customer) Request for Proposal (RFP) for a reseller of Data Center and Network Products who is able to provide services to obtain the best value, and optimal pricing for these Products and Services. CDW Government LLC. (CDW or Contractor) was offered the opportunity to negotiate a contract from the County's RFP process.

This Scope of Services will detail the relationship, scope, and role and responsibilities of the parties. The County has historically utilized this type of technology datacenter and networking products.

The County expects to achieve the objectives stated in section 1.1 by contracting CDW in the role of County reseller for these categories. The County also expects to fully participate in the relationship and governance to assure the objectives and benefits expected are achieved.

1.1 Objectives

The County's objectives for this Data Center and Network engagement are as follows:

- Streamline and improve the management of multiple contracts.
- Create a virtual "one-stop-shop" for all essential products and services required to maintain a robust data center and network operations for Cook County.
- Avoid technology obsolescence by establishing a procurement vehicle to continually refresh products that are nearing the end of life or end of support.
- Procure data center and network products and services at competitive market rates
- Avoid duplication of I.T. spend and promote the adoption of County-Wide standards for data center and network operations.

1.2 Glossary

Agreement - means our Professional Services Agreement dated June 2025, including all exhibits attached to it, and incorporated in it by reference, and all amendments, modifications or revisions made in accordance with its terms.

BoT Concurrence Process - Representatives designated by Bureau of Technology (BoT) who will review quotes, reseller addition requests and Statements of Work (SoW). No quotes will be issued, nor product(s) will be added, or SOW accepted without approval from BoT

EOL - stands for "End of Life," which essentially means an OEM has decided that their product has reached the end of its "useful lifespan." After this date, the OEM will no longer be marketing or selling the product version.

EOS- "End-of-Support" refers to a situation where OEM ceases support for a product or service. And typically occurs when a Publisher releases a new version and ends support for previous version(s).

OEM (Original Equipment Manufacturer) - Entity makes equipment or components that are then marketed by its client, another manufacturer or a reseller.

MSRP (Manufacturer's Suggested Retail Price) or List Price is the price at which the manufacturer recommends that the retailer sell the product. For the purposes of this agreement, the acronym MSRP is intended to represent any means that an OEM conveys to the public its retail pricing.

Perpetual License– Software license which does not expire if used in compliance with EULA terms.

Percent off MSRP – Percent subtracted from MSRP.

Product – An OEM-produced good--tangible or intangible--consisting of its components, peripherals, licenses, subscriptions, operating system, software and all of its ancillary features and benefits.

Software – Includes all types (i.e. application, system, and program tools) in all delivery forms (i.e. Physical, SaaS, etc.)

Reseller – Companies acting as sales channel for OEMs to end clients and for purposes of this agreement means CDW.

Reseller Cost – Price Reseller pays Distributor or OEM which does not include any mark-up costs.

Warranty Period – Amount of time which the OEM provides that the product will perform substantially in accordance with its set of functional specifications post purchase and installation.

Contractor Volume Spend Rebate – provides the County a rebate from CDW based on the County's annual volume spend on this Agreement, or any volume incentive payment over actual base year volume.

2. Scope of Services

This section describes Contractor's Scope of Services associated with providing products and services to the County under this Agreement.

2.1 Datacenter and Network Products

CDW will provide County access to its data center and networking product catalogs.

Data Center products include-but are not limited to-- towers, rackmounts, server racks, server operating systems, hypervisors, memory, disk arrays, enclosures, storage area networks, data center & network related software subscriptions and licensing, data protection solutions, data center in a box, Uninterrupted Power Source, hyper-scaler connectivity, HVAC, generators, etc, as well as the associated services to design, configure, install, maintain, enhance, and repair products.

Network products include-- but are not limited to-- routers, switches, firewall appliances, load balancer units, cabling tools, KVM switches, VoIP phone systems, contact center solutions, interactive voice response systems, telephony products, network security, network management tools, telecom expense management tools, E911 locate services, SDWAN products, subscription licensing, etc..., as well as the services to design, configure, install, maintain, enhance and repair Network products.

All products furnished shall be new, unused, or most recent manufacture and not EOL or EOS. However, at the County's request, County may accept refurbished equipment at its discretion based on necessity and market availability of new equipment. If an item becomes discontinued or otherwise not available during the term, the vendor shall propose to substitute an equivalent or better product in the same product category discounted per Appendix I Pricing.

The proposed contracted Percent Off MSRP for specified OEM datacenter and networking products, and Extended Warranty Period, can be found for each Product category in Appendix I Pricing. CDW Percent Off MSRP are firm and represent a minimum fixed commitment for the life of the Agreement. CDW will work with the County and the respective OEMs to negotiate additional discounts whenever possible, in addition to passing on any promotional, seasonal, or incentive price reductions for which the County may qualify.

Delivery charges are to be included in equipment pricing. CDW bears all risk of loss until product is delivered to Customer and receipted. Products should not be invoiced until they are shipped by CDW.

CDW will furnish information with regard to warranty and maintenance coverage dates and costs on each quote.

The County will pay for one-year maintenance plans in the fiscal year that the maintenance is purchased. However, at its discretion, the County may purchase multi-year maintenance plans. The County shall pay for multi-year maintenance plans in the fiscal year the maintenance plan was purchased and in accordance with the PSA.

2.2 Services

Contractor will offer professional services for all OEM datacenter and networking products sourced by CDW, including maintenance, installation, provisioning, training, management, and support.

Contractor will offer full project management during service engagements including task management, risk and resolution management, change management, and defined success criteria, and take prime responsibility whether the project is CDW, or partner/subcontractor delivered. Prior to any project initiation, Contractor shall seek permission from BoT to engage with the requesting County Agency in the development of any SOW.

Contractor will ensure either their own, or OEM/subcontractor schedules, activities, and teams will be scaled to support the scope of services required. CDW will take responsibility of ensuring adequate resourcing throughout the project life in agreement with BoT. Contractor must provide weekly project status reports to keep County apprised of progress and informed of any issues.

2.2.1 Block of Hours

Outside of and apart from a project Statement of Work (SoW), Bureau of Technology intends to purchase service in blocks of hours by issuing a purchase order against a quote for prepaid hours of professional services for installation and repairs of equipment that is otherwise not covered under service plan or warranty. Once purchased, unused blocks of hours shall not expire until final contract expiration date.

The professional services rates can be found in Appendix I Price. CDW Services Rates will not be marked up and may be modified if additional skillsets are required by demonstrating benchmarked competitive rates for the resource added.

2.3 Relevant Certification/License Documentation

CDW represents and warrants that they are authorized to sell the County all the OEM category datacenter and networking products listed in the Appendix I Price, or any new datacenter and networking products added during the term. In addition, CDW warrants that any CDW project resources under their control have necessary credentials, experience, and certifications to perform the work engaged. County may further request resource information (i.e. resumes, references, etc.) to verify resource's adequate skills to perform the project.

2.4 Quoting and Ordering Functionality and Process

2.4.1 Quoting Procedures

1. Contractor acknowledges and understands that County has several stated goals including a) data center consolidation, b) network optimization, c) I.T. shared resource rationalization, and d) County-wide technology standards adoption.
2. Contractor understands that any purchase from this Agreement without review by BoT is a missed opportunity for the County to achieve these goals.
3. Therefore, as the lead using-agency of the Agreement, BoT will act as gatekeeper for the release of quotes to end users for all products and services purchased under this agreement. Contractor may not provide a quote directly to an end user without BoT review and approval.
4. At contract execution, BoT will provide CDW with the list of BoT designated approvers.
5. Approval routing. A County user may request a quote and CDW may compile a quote, but the quote may not be released to user without review and approval from authorized BoT user. Once the quote is approved, by BoT team the requestor will receive an email stating that the quote has been approved for release to the requestor. CDW will furnish the capability to require approval routing for quotation. All quotes produced by CDW will be sent to a common County created email address for review and approval by the BoT designated approver. BoT designated approval shall review quote and confirm that quote is approved for release to the requestor and CDW.
6. Compliance with Procedure: Contractor acknowledges that non-compliance with this procedure will require corrective action as described in Section 2.6 of this Scope of Service document. Failure to comply may result in County seeking available remedies described in the Agreement.

2.4.2 Ordering Overview

CDW will provide the County with a robust Online Ordering System (OOS) which will interface with the County's procurement systems that should allow authorized users to:

1. Search and order products from a pre-defined, approved list of products at contract prices.
2. The County web portal will display only the products and other website requirements that are part of this Agreement.

3. The OOS will permit authorized Users to search products by keyword and by the following criteria:
 - a. Manufacturer
 - b. Product type
 - c. Part number
 - d. Part description
 - e. Publisher Contract/Agreements
 - f. Platform
4. The OOS will be available 24 X 7 X 365 except for any pre-notified periodic maintenance window to be conducted at mutually agreed time
5. The System must provide cost information for each product, discount amount, and contract price (percentage off MSRP, or applicable pricing when MSRP is unavailable).
6. The OOS will provide an ability to conduct price and product side-by-side comparisons. After doing a product search, a user will be able to select products they wish to compare.
7. Additions to County product catalog must be approved through the BoT Concurrence process. The Agency will request additions directly with BoT for approval. A formal amendment is not required for additions
 - a. If CDW receives BoT approved Agency catalog change requests to the OOS, the changes will be reflected in the online catalog within 24 hours.
 - b. Agency's request for OEM additions should contain the following elements:
 - i. Product Description
 - ii. OEM
 - iii. Purpose
 - iv. Associated SoW (if applicable)
 - v. Product Cost
 - vi. Professional Service Cost (if applicable)
 - vii. Maintenance Cost
 - viii. Maintenance Terms
 - ix. Agency Requestor
 - x. Agency Approver
 - xi. BoT Approval

2.4.3 Integration with County's procurement and ERP systems

1. All professional services to integrate with the County's existing and future marketplace system included in the pricing of this agreement.
2. CDW will integrate its OOS with the County's EBS Market Place procurement system to the degree possible to furnish:
 - a. County approved product site with County contract compliant pricing.
 - b. Item-level UNSPSC codes
 - c. Searchable catalog or Punchout site via Marketplace
 - d. Ability to submit e-Invoice.
 - e. Complying with County standard security policies for systems and data
 - f. Utilizing County DMZ SFTP directory to pick up and place files, and send encrypted invoice files, or decrypt and process PO files.

2.4.4 Order Fulfillment Accuracy

To limit the possibility of errors, the County will enter orders in the County’s marketplace system integrated with CDW ‘s online ordering system. Should the order be received by other means, the order shall be entered manually by the Inside Account team.

CDW shall track order entry errors based on returns made against orders. When a return is requested, CDW will track the reason for return and order entry error can be captured as a reason. Order entry accuracy is one of the criteria that impacts the Executive Account Managers performance evaluation. Should CDW find that too many mistakes are occurring, CDW will act to document and potentially remove that person from the account team. CDW will send the County’s orders electronically to distributors/OEMs for fulfillment.

2.5 Key Personnel

CDW key personnel roles dedicated to County are identified below:

Role	Time dedicated to Cook County
Advanced Technology Account Executive	100%
Executive Account Manager	100%
Business Development Strategist	100%
Account Executive Support	100%

Other Key Personnel

- Sales Manager - escalation point for issue resolution and for access to special resources if needed.
- Field Sales Manager - oversees all CDW Government services engagements pertaining to the County’s data center and networking projects. Monitors daily workflow to ensure that all team duties are completed
- Program Manager - ensures CDW Government is compliant with the contract and with government regulations. Prepares contract deliverable reports. Ensures that price and supply agreements are in place from award through contract completion.
- Contractual Program Manager - serves as a point of escalation for any contract-related issues. Upon award notification manage various aspects of fulfilling the resultant pricing agreements. Management of deliverables post-award. Manage all internal systems to give accurate reads of contract status, dollars generated, and progress made. Schedules quarterly reviews with the County
- Professional Services Manager - ultimately responsible for the delivery of successful project-based services to the County.
- Data Center Solutions Specialist – provides consultation on data center solutions based on County’s needs
- Network Solutions Specialist -- provides consultation on network solutions based on County’s needs

2.6 Customer Service/ Service Level Agreements (SLA's)

Commencing on the Effective Date or as otherwise specified in this Agreement, Contractor shall meet the SLAs and Critical Milestones and regularly measure and report on its performance. Contractor shall maintain all data supporting the measurement of its performance in sufficient detail to permit a “bottom up” calculation, analysis and reconstruction of performance reports throughout the term of this Agreement. Such data shall be made available to BoT in an electronic format upon request and upon the expiration or termination of this Agreement.

CDW shall meet and/or exceed the County's needs by adhering to the following SLAs:

- Calls answered timely - Ninety percent (90%) of calls answered within sixty (60) seconds.
- Email, Phone requests - Respond to (90%) of all email and phone messages within (4) hours.
- Order Processing time - Process orders within 24 hours of receipt, unless additional information is required.
- Quote Response Time - Respond to or resolve ninety percent (90%) of quote requests within eight (8) business hours from vendor's receipt of County's request. In cases where the partner has not provided CDW with a price within four hours, CDW will respond to the County and set an expectation as to when the quote will be provided.
- Pending requests - Provide daily updates until the customer question/inquiry is handled to their satisfaction.
- Order entry accuracy - Ninety eight percent (98%) of total monthly volume.
- Time to ship (in-stock product)- within five (5) days of order entry (unless otherwise requested by County), (90%) of the time unless.
- Shipment Errors - i.e. incorrectly delivered or wrong product shipped: < (2%) of the number of total orders received are shipped to the incorrect location or shipped to the correct location but with the incorrect product.

Assuming there are no delays, CDW will upload the tracking number to the website when the tracking number is provided by the CDW's shipper/distributor.

For custom-build and back-order items, at the time of quoting, and again at order placement, Contractor will give an estimated delivery timeframe. Should the estimated delivery date change, CDW will notify the County immediately upon learning of the delay.

When there is a delay, CDW will provide any alternatives available. This may include, but is not limited to, an alternate distribution source, comparable products, cancelling the order, or potentially discounting to compensate for the delay.

CDW will provide the County with regular and transparent communication as follows:

- Immediate introduction of support staff to County operational staff
- Regularly scheduled monthly meetings with our Account Executive, and County operational staff
- Quarterly review with County and CDW Executive Management at County discretion

CDW's point of contact for all instances of problems will be the Account Executive. Initial contact may be verbal to describe the problem and determine if the problem needs to be put into writing for

a formal resolution. This written communication may be in the form of an e-mail or a signed memorandum/letter.

CDW will develop, implement, and evaluate a corrective action plan in situations where its performance falls below acceptable to Cook County SLA's. CDW will immediately confer with the County and develop a corrective action plan to arrive at an equitable solution(s) to all parties. The corrective action plan must include:

- The area of deficiency, number of occurrences and personnel making the deficiencies.
- The planned activity to correct the deficiency
- The date by which the corrective activity is to be completed
- The name of the CDW supervisor who will oversee the plan and the date of review
- The plan must be clearly written and specific as to what areas are deficient and what actions must be taken to correct the deficiency. The dates by which the corrective actions are to be completed must also be specific.
- The plan must be monitored by the supervisor on a formal basis during the corrective action plan's timeframe and regular updates will be given to the County.
- The County will be given a written report after the timeframe that all the deficiencies in the plan have (or have not) been corrected satisfactorily (or unsatisfactorily). The report will be signed off on by both CDW and the County. Should any deficiencies remain unresolved to the satisfaction of the County, those will be escalated to the highest level of management.
- In parallel, CDW will review all systems to see if fixes can be made to prevent future deficiencies.

2.6.1 Escalation Process

CDW Account Team will fully support the daily needs of the County and provide accessible, courteous, responsive, and seamless customer service always.

Below identifies the County's Escalation Contacts in the event the expected levels of support are not being met:

Product Sales

Name: Christopher Nelson (Sales Manager)

Phone: (312) 705-9020

Email: christopher.nelson@cdw.com

Services

Name: Josh Kurian (Field Sales Manager)

Phone: (312) 705-0352

Email: joshkur@cdwg.com

Executive

Name: Tony Sivore (Sales Director)

Phone: (312) 705-3290

Email: tonsiv@cdwg.com

As soon as practicable after Agreement effective date, the CDW account team will meet with the County BoT and determine the client success criteria (i.e. SLA compliance, savings achieved, services delivered as agreed, improved asset management, etc.) and the periodic timing of such reports, but no less than quarterly.

2.7 Reporting Responsibilities

CDW will have customizable reporting capabilities (either online, or upon request) that provide the County with visibility to (and control over) spend, purchases, cost center, and the timeline of the County's upcoming maintenance and contract renewals.

CDW shall have the flexibility to capture any data that the County requires for reporting SLA metrics. CDW will be able to incorporate any organizational structure (such as cost center), and to provide reports on any level within the organization. CDW shall have the capability to collect customized data fields which can be established at the County Level, the Agency Level, and /or per individual customer. CDW will track time from order placement to Customer payment.

Upon execution of the agreement, the County will furnish Contractor with organizational hierarchy structure and field values for Contractor to incorporate into its reporting.

The following CDW reports will provide the County with an overview of its purchases:

- *Spend by Manufacturer* – summary of total dollars spent in period with one specific manufacturer, all manufacturers, or a sub-set thereof.
- *Spend by Product* – summary of total dollars spent in period for one specific product, all products, or sub-set thereof.
- *Spend by Product Type* – summary of total dollars spent in period for shrink-wrap versus licensing or by UNSPSC.
- *Spend by User, Business Unit, Agency, County* – each of the above reports can also be pulled based on these hierarchical organizational levels
- *Ordered vs. Invoiced Amount* -itemized list of purchases by cost center where each record delineates the quantity and dollar amount ordered vs the quantity and dollar amount invoiced. Data elements will include County agency, Purchase Order, Purchase order date, product identifier, purchase order amount, order quantity, invoice date, invoice number, invoiced quantity, invoiced amount.

CDW will set up County reports to run on a recurring basis and will deliver them automatically as requested. The Executive Account Manager will be responsible for providing reports and additional data as requested by County to show achievement of the agreed upon SLA's.

2.7.1 Agency Spending Thresholds

Moreover, Contractor shall establish automated internal controls that set spending thresholds by County agency (as defined by BoT). Contractor's internal controls shall generate alerts to BoT as agencies approach their respective spending thresholds. Upon execution of the Agreement, BoT will furnish Contractor with a schedule of County agencies and their spending threshold.

2.7.2 Warranty/Maintenance Reporting and Transition

Upon written request by the County, CDW will provide the County with proactive management of maintenance, warranty, and support plans. All products purchased through CDW with an expiration date of any kind will automatically be loaded into the County's renewal database. Quotes will automatically be sent to the County 90 days before the expiration of the service. The Contractor's account team will actively work with the County end users to go over options. Regular follow up will continue until a Purchase Order is placed, or the end user indicates that they are no longer interested in renewing the maintenance or support agreement.

Maintenance renewal tracking. Upon request from the County, CDW will compile all technology product maintenance records from existing resellers, including maintenance support, and warranty agreements. All new products purchased through CDW will also be tracked for expiration date of maintenance.

2.7.3 Bi-weekly Meeting and Weekly Report on Reseller Adds and SOWs

CDW will schedule bi-weekly meetings and send weekly reports on Reseller Adds and SOWs to County.

2.8 Product Warranty

Only OEM authorized technicians of their product(s) may perform manufacturer's warranty services. CDW will coordinate warranty service issues with OEMs and pass through all warranty rights to an OEM's products. In addition, CDW will accept returns of most products within 30 days of product delivery and in accordance with CDW's standard return policy.

2.9 Training Approach

As part of Product services, pursuant to executed SOWs, CDW will provide training to the County as required, including but not limited to, technical product training, professional development, and desktop training for all products and OEMs. CDW will work closely with the end user to determine the type of training required and then offer options. These options will include on site, virtual, and classroom-based training offered via the manufacturer, or OEM-certified third-party provider. CDW will provide the County with the instructor credentials and certification for any instructor specific training at the time of quote.

Training services formats may include, but are not limited to:

- On-site training to the deployment of new equipment and products
- Computer-based and or Web based training that includes interactive, self-paced training at your desktop, workstation, or laptop computer
- Live instructor led training, or Train-the-Trainer sessions

- OEM training resource instruction

2.10 Audit Requirements

From CDW:

- The County will have the right to verify/confirm CDW's contractual product pricing in accordance with the terms of the Agreement.

From OEM's:

- CDW will request and, when available from the OEM, provide the OEM's SOC 2, Type 2 reports to the County upon request.

2.11 Security and Compliance

CDW will comply with the following data- system requirements:

- At all times, the County shall be able to receive County data, associated metadata, and reasonably granular subsets thereof, as well as any associated files or attachments, from the System in a useable, encrypted format.
- Upon termination of the Agreement and at the County's written request, CDW shall destroy County Data, including backups and copies thereof, according to NIST standards or as otherwise directed by the County, but CDW will ensure County receives a copy of their data, and the CDW's retention will be for seven (7) years after the record's creation, to ensure access to licensing and purchasing records. Data should be electronic and in comma delimited format.
- CDW's system shall have the ability to retain County data in a manner that is searchable and capable of compliance with records retention laws and best practices.
- At no time may CDW suspend or terminate the County's access to County Data or the System for breach of contract or term or condition relating to the system without giving the County reasonable notice and opportunity to cure according to the County's dispute resolution process in the Agreement.

3. Implementation Plan / Exit Transition Assistance

CDW, in a collaborative process with the County, will implement a plan to make the County's transition smooth, efficient, and effective. The following areas of focus will ensure that the transition is successful:

1. Manufacturer Supply and Pricing Agreements
2. Product Standards
3. Dedicated Account Team and Team Tools
4. Custom/Customer Specific Reports
5. Order Acknowledgement Customization
6. e-Procurement Site Implementation:
7. User Set-Up and Access definitions

3.1 Exit Transition Assistance

CDW will, after the conclusion of the agreement assist the County for up to 90 days after the agreement ends to ensure that all the County's necessary transition data and relevant agreements are transitioned to their successor entity. In addition, CDW will provide the successor logistical support on any ongoing efforts or projects that will exceed the term of our agreement. The parties will mutually agree on CDW's compensation for these efforts, if any, based on the efforts requested by the County, and CDW support of its costs.

Appendix 1: Performance Implementation Plan

Sample Implementation Transition Plan-CDW

Task	Milestone
Data Center and Network Communication	
Products Contract Assessment	
Establish a process for adding new products to the contract	30 days
Identify service needs for CCG's ongoing needs.	30 days
Maintain Product Catalog Availability	
Incorporate CCG's market place purchasing system into CDW•G's existing best-in-class e-procurement portal to ensure 24/7 access to products and services	30 days
Set up purchase authorizations and controls	30 days
Utilize (Electronic Distribution Invoicing) for invoicing and/or ordering	30 days
Training for authorized CCG employees on using the robust functionality of the custom e-procurement portal	ongoing
Procure Products and Services at Competitive Market Rates	
Team of 100+ procurement coworkers inspects and validates every product on CCG's contract catalog and utilizes economies of scale to ensure the best possible pricing on a weekly basis	ongoing
Collaborate with CDW partner community to develop roadmaps and identify opportunities for volume purchases that reduce costs	90 days
Oversee all aspects of the datacenter and networking products procurement cycle from pre-sales evaluation to implementation and	ongoing
Identify opportunities where CDW•G's network of MBE/WBE partners can provide additional value to CCG	ongoing
Manage CCG's Data Center and Network Communication OEMs	
Schedule strategic planning sessions with manufacturer partners and CCG's executive team	30 days
Assist CCG in developing an ongoing strategy for support and maintenance of legacy datacenter and networking products	60 days
Host regular technology showcase highlighting new data center and networking capabilities that will help CCG continue to be an innovative leader in the government arena	90 days & quarterly thereafter

Appendix 2: Services SOW Template

Statement of Work

Project Name:	Click here to enter project name.	Seller Representative: Click here to enter AM/ATAE name. Click here to enter phone number. Click here to enter e-mail address.
Customer Name:	County of Cook (IL)	
CDW Affiliate:	CDW Government LLC	
SOW Created Date:	Click here to enter date.	Solution Architect:
Version:	1	

This statement of work (“Statement of Work” or “SOW”) is made and entered into on the date signed by both parties (the “SOW Effective Date”) by and between the undersigned, CDW Government LLC (“Provider”, “Seller” and “we”) and County of Cook (IL) (“Customer” and “you”).

PROJECT DESCRIPTION

Project Scope

i. Introduction	Executive overview of the project purpose/background
ii. Scope of Work/Objectives	Description of boundaries of SOW scope. Goals of the project -define results/benefits/success criteria
iii. Contacts	Customer and Seller – Project Managers and Project Executives
iv. Specifications/ Requirements	Functional, non-functional, data, documentation, and integration requirements, and any other criteria (i.e. form, format, location)
v. Project	

1. Schedule/Plan	Services will begin on or after the SOW Effective Date and the Completion Date will be no later than _____. (This section should reflect the project schedule, duration, milestone delivery dates, and estimated start and end dates with possibly an SLA on start after execution)
2. Tasks/activities	Tasks and activities performed by Seller, along with resource staffing if T&M based, or NTE
3. Deliverables	Defined work product(s) if Deliverables based along with Acceptance Criteria
4. Price	Cost of Seller Services/Deliverables – payments tied to accepted deliverables or completed services.
5. Acceptance Criteria	Determination of acceptance will be in writing based on specifications/criteria at the sole discretion of the County
vi. Customer Responsibilities	
• Tasks/Activities	Required County staffing and activities to support Project completion
• Material requirements	Materials required from Customer (i.e. Hardware, Software, etc.)

i. Reporting and Governance	Reporting and oversight requirements for managing project by Seller Project Manager, and project / governance committees
i. IP Rights	Intellectual Property (IP) Rights of Deliverables and Materials
i. Assumptions	Conditions parties mutually agree required for project delivery
v. Optional Activities, timing and pricing	Optional activities which may be added to Deliverables above at Customer option, where it may be dependent on a prior delivery.

Services not specified in this SOW are considered out of scope and will be addressed with a separate SOW or Change Order.

Total Fees

The total fees due and payable under this SOW (“Total Fees”) include both fees for Seller’s performance of work (“Services Fees”) and any other costs and fees specified in the Expenses section (“Expenses”).

Seller will invoice fees for delivered milestones or T&M work units provided

Services Fees

Services Fees will be calculated on a TIME AND MATERIALS, TIME AND MATERIALS (NOT-TO-EXCEED) “NTE”, OR FIXED FEE basis.

Under Time and Materials, The invoiced amount of Services Fees will equal the rate applicable for a unit of a service or resource (“Unit Rate”) multiplied by the number of units provided (“Billable Units”) for each unit type provided by Seller. Any Material expenses will be estimated in Service fees prior to engagement and billed separately by dollar units.

Under Time and Materials NTE. The invoiced amount of Services Fees will equal the rate applicable for a unit of a service or resource (“Unit Rate”) multiplied by the number of units being provided (“Billable Units”) for each unit type provided by Seller up to a maximum of the NTE amount:

Under Fixed Fee. The invoiced amount of Service Fees will equal the amounts to the deliverable milestones which have been delivered and meet the Customer acceptance criteria which will be documented in writing by Customer Project Manager.

During a services engagement, Customer, or additionally Seller, if the change is to an agreed assumption, may make a change request to the Seller Project Manager detailing the nature of the change and the reasons for it. Seller will assess the request, and determine the impacts to budget, schedule, and deliverables. Customer may approve or reject the Seller determination. If accepted, the project will incorporate the change. If not, the change request will not impact project scope.

Any change in project scope of services or increase in dollar amount above executed version amount will require approval of Customer.

Unit Type	Unit Rate	Billable Units	Subtotal
Choose a unit. – Choose a rate type.	\$Rate	Units	\$ 0.00
Choose a unit. – Choose a rate type.	\$Rate	Units	\$ 0.00
Choose a unit. – Choose a rate type.	\$Rate	Units	\$ 0.00
Choose a unit. – Choose a rate type.	\$Rate	Units	\$ 0.00
Choose a unit. – Choose a rate type.	\$Rate	Units	\$ 0.00
Estimated Totals		0.00	\$ 0.00

Expenses

Neither travel time nor direct expenses will be billed for this project.

The parties agree that there will be no travel required for this project.

All travel expenses will be approved in writing prior to incursion by Customer according to Cook County Travel Policy as agreed upon in the Agreement.

Customer-Designated Locations

Seller will provide Services benefiting the locations specified on the attached Exhibit (“**Customer-Designated Locations**”).

Miscellaneous and Signatures

This SOW shall be governed by that certain Professional Services Agreement (PSA) between CDW Government, LLC and County of Cook, LLC executed on _____ (the “**Agreement**”). If there is a conflict between this SOW and the Agreement, then the Agreement will control, except as expressly amended in this SOW by specific reference to the Agreement. This SOW and any Change Order may be signed in separate counterparts, each of which shall be deemed an original and all of which together will be deemed to be one original

In acknowledgement that the parties below have read and understood this SOW and agree to be bound by it, each party has caused this SOW to be signed and transferred by its respective authorized representative.

CDW Government LLC

By: _____

signature

Name: _____

Title: _____

Phone: _____

E-mail: _____

Date: _____

Mailing Address:

200 N. Milwaukee Ave.

Vernon Hills, IL 60061

County of Cook (IL)

By: _____

signature

Name: _____

Title: _____

Phone: _____

E-mail: _____

Date: _____

Mailing Address:

Street: _____

City/ST/ZIP: _____

Billing Contact: _____

Street: _____

City/ST/ZIP: _____

- A purchase order for payment under this SOW is attached.
- A purchase order is not required for payment under this SOW.

EXHIBIT A.

Customer-Designated Locations

Seller will provide Services benefiting the following locations (“Customer-Designated Locations”).

Table 1 – Customer-Designated Locations

Location(s)	Service(s)		
Click here to enter the address.	<input type="checkbox"/> Assessment <input type="checkbox"/> Configuration <input type="checkbox"/> Design	<input type="checkbox"/> Implementation <input type="checkbox"/> Project Management <input type="checkbox"/> Staff Augmentation	<input type="checkbox"/> Support <input type="checkbox"/> Training <input type="checkbox"/> Custom Work

Appendix 3: CDW Product & Maintenance Disclosures

REQUIRED PRODUCT and MAINTENANCE DISCLOSURES	
Product	
Price (w/Peripherals)	\$\$\$
Installation included	No
License Type (if software included)	Perpetual or Non-Perpetual
Warranty Period	OEM Standard Term
Ext Maintenance	Maintenance Start Date & Term
Maintenance	
Maintenance Pricing	
Support SLAs	By severity type

Required information as described in the above table will be included in CDW Quotes and subject to change at County discretion with sufficient advanced notice to CDW to accommodate change(s)

Appendix 4: CHANGE PROCESSES

Products & Services

CDW will work with County Concurrence Committee to determine the approval process and operational logistics of adding, or removing products from the approved catalog

Projects

During a services engagement, the County, or additionally CDW, if the change is to an agreed assumption, may make a change request to the CDW PM detailing the nature of the change and the reasons for it. CDW will assess the request, and determine the impacts to budget, schedule, and deliverables. The County may approve or reject the CDW determination. If accepted, the project will incorporate the change. If not, the change request will not impact project scope.

Contract

The County's lead agency, Bureau of Technology, will act as the County's manager of the overall contract, but any changes outside the original intended scope, term, or dollar authority of the County Board approved CDW contract will require an amendment by the County CPO or Board

EXHIBIT 3

Schedule of Compensation

The initial term of this agreement shall not exceed \$163,250,906.00



COOK COUNTY GOVERNMENT
Office of the Chief Procurement Officer
RFP No. 2410-06131 Data Center and Network Products and Services
Exhibit 3 - Schedule of Compensation (Products)

Company Name: CDW Government LLC

OEM	Product Description	Products	Required OEM (MUST HAVE)	% off MSRP	% off OEM Extended Service Plan
3M	Data Center Products	Data Center		13%	13%
Acer	Computer Parts & Accessories	Data Center		12%	12%
Acronis	Data Protection Software Products	Data Center		4%	4%
All Vac Industries	Data Center Products	Data Center		No Bid	No Bid
Ansul	Fire Suppression & Monitoring	Data Center		No Bid	No Bid
APC	Data Center Products	Data Center	Y	25%	25%
Aruba	Network Security Products	Network		27%	27%
ASUS	Computer Parts & Accessories	Data Center		1%	1%
Autodesk	Data Center Design Software Products	Data Center		1%	1%
Avaya	Telecommunications Products	Telecommunications	Y	24%	21%
AWS	Data Center Virtualization Products	Data Center	Y	0%	0%
Axis	Video Equipment	Network		8%	5%
Barracuda Networks	Network Security Products	Network	Y	18%	13%
Black Box	Network Security Products	Network	Y	12%	12%
Brother	Label Maker, Printer, & Scanner Products	Data Center		9%	7%
C2G	Structured Cabling & Accessories	Network		23%	23%
Calero	Network Management Tools	Network	Y	1%	1%
Carbon Black	Data Protection Software Products	Data Center		5%	5%
Carrier Heating and Cooling	UPS & HVAC Products	Data Center	Y	1%	1%
Ciena	Network & Telecom Products	Network	Y	33%	33%
Check Point	Network Security Products	Network	Y	16%	13%
Cisco	Network & Telecom Products	Network	Y	58% to 68%	19% to 22%
Citrix	Virtualization Software Products	Data Center	Y	50%	50%
CME Wiring	Structured Cabling & Accessories	Network		1%	1%
Coleman	HVAC	Data Center	Y	1%	1%
CommScope	Structured Cabling & Accessories	Network	Y	5%	30%
Commvault	Data Protection Software Products	Data Center	Y	15%	15%
CrowdStrike	Network Security Products	Network	Y	18%	15%
Cyber Power	UPS & HVAC Products	Data Center		20%	15%
Dell EMC	Server & Storage Products	Data Center	Y	42%	12%
Eaton	UPS & HVAC Products, Modular Data Center	Data Center	Y	45%	45%
Ekahau	Network Management Tools	Network		20%	7%
Emerson Electric Co.	UPS & HVAC Products	Data Center	Y	1%	1%
Epson	Label Maker, Printer, & Scanner Products	Data Center		22%	13%
Ergotron	Data Center Products	Data Center		13%	2%
Extreme Networks	Network Management Tools	Network		30%	30%
F5	Network Security Products	Network	Y	22%	8%
Trelis (FireEye)	Network Security Products	Network	Y	25%	25%
Firefighter	Fire Suppression & Monitoring	Data Center		No Bid	No Bid
Forcepoint	Network Security Products	Network		18%	18%
Fortinet	Network Security Products	Network	Y	28%	12%
Fujitsu	Storage Products	Data Center	Y	12%	12%
General Electric	UPS & HVAC Products	Data Center	Y	1%	1%
Genetech	Video Equipment	Network		20%	20%
Genesys	Contact Center Solutions	Data Center	Y	1%	1%
Google	Data Center Virtualization Products	Data Center	Y	0%	0%
Honeywell	Monitoring	Data Center	Y	28%	28%
HP	Server & Storage Products	Data Center	Y	32%	14%
HPE	Server & Storage Products	Data Center	Y	33%	16%
Humanscale	Data Center Products	Data Center		22%	22%
IBM	Data Solutions	Data Center	Y	1%	1%
Infoblox	Network Management Tools	Network	Y	12%	5%
Input Ace (AXON)	Video Equipment	Network		0%	0%



COOK COUNTY GOVERNMENT
Office of the Chief Procurement Officer
RFP No. 2410-06131 Data Center and Network Products and Services

Exhibit 3 - Schedule of Compensation (Products)

Company Name: CDW Government LLC

OEM	Product Description	Products	Required OEM (MUST HAVE)	% off MSRP	% off OEM Extended Service Plan
Intel	Computer Parts & Accessories	Data Center	Y	3%	3%
Iron Mountain	Data Center Products	Data Center		No Bid	No Bid
Ivanti	Data Center Software Products	Data Center	Y	18%	18%
Jabra	Telecommunications Products	Telecommunications		15%	8%
Johnson Controls	Monitoring	Data Center		6%	3%
Juniper Networks	Network Security Products	Network	Y	10%	8%
Kaspersky Lab	Network Security Products	Network		No Bid	No Bid
Kehua Hengsheng Co., Ltd	UPS & HVAC Products	Data Center		No Bid	No Bid
Kingston	Structured Cabling & Accessories	Network		6%	6%
Lennox	HVAC	Data Center	Y	1%	1%
Lenovo	Server & Storage Products	Data Center	Y	8%	6%
LG	Computer Parts & Accessories	Data Center	Y	1%	1%
Liebert	UPS & HVAC Products	Data Center	Y	15%	15%
Lifesize	Telecommunications Products	Telecommunications		2%	2%
Logitech	Telecommunications Products	Telecommunications		8%	6%
McAfee	Network Security Products	Network	Y	27%	27%
MegaPort	Network Management Tools	Network		0%	0%
Micron	Computer Parts & Accessories	Data Center		6%	6%
Microsoft	Data Center Virtualization Products	Data Center	Y	16%	16%
Mimecast	Network Security Products	Network	Y	30%	20%
Mitel	Telecommunications Products	Telecommunications		No Bid	No Bid
MSA	Fire Suppression & Monitoring	Data Center		No Bid	No Bid
NEC	Data Center Products	Data Center		1%	1%
Neopost (Quadient)	Folder & Inserter Products	Data Center	Y	1%	1%
NetApp	Storage Products	Data Center	Y	28%	18%
NetGear	Network Products	Network	Y	23%	12%
Nutanix	Server & Storage Products	Data Center	Y	11%	11%
Oracle	Data Center Virtualization Products	Data Center	Y	21%	21%
Palo Alto Networks	Network Security Products	Network	Y	35%	12%
Panasonic	Data Center Products	Data Center	Y	12%	12%
Panduit	Structured Cabling & Accessories	Network	Y	15%	8%
Pipe Watts	Pipe	Data Center		No Bid	No Bid
Planar	Telecommunications Products	Telecommunications		1%	1%
Plantronics	Telecommunications Products	Telecommunications	Y	15%	15%
Polycom	Telecommunications Products	Telecommunications	Y	15%	15%
Profab sheet metal	Sheet metal	Data Center		No Bid	No Bid
Proofpoint	Network Security Products	Network	Y	18%	18%
Pure	Data Center Storage	Data Center		40%	5%
Quadient	Folder & Inserter Products	Data Center	Y	1%	1%
Rackspace Technology	Data Center Products	Data Center		1%	1%
Red Hat	Operating System Software Products	Data Center	Y	1%	1%
Redsky 911	E911	Telecommunications	Y	2%	2%
Rheem	HVAC	Data Center	Y	1%	1%
Riverbed	Data Center Virtualization Products	Data Center		1%	1%
RSA	Network Security Products	Network		2%	2%
Rubrik	Data Protection Software Products	Data Center	Y	38%	10%
Samsung	Computer Parts & Accessories	Data Center	Y	1%	1%
Schneider Electric	Electrical	Data Center	Y	25%	25%
Service Express	Data Center Hardware	Data Center		2%	2%
Seico				1%	1%
Siemens AG	UPS & HVAC Products	Data Center	Y	1%	1%
Sierra Wireless	Rugged Modems	Network		12%	12%
Snow Software	Network Management Tools	Network		5%	5%



COOK COUNTY GOVERNMENT
Office of the Chief Procurement Officer
RFP No. 2410-06131 Data Center and Network Products and Services
Exhibit 3 - Schedule of Compensation (Products)

Company Name: CDW Government LLC

OEM	Product Description	Products	Required OEM (MUST HAVE)	% off MSRP	% off OEM Extended Service Plan
Socomec	UPS & HVAC Products	Data Center		No Bid	No Bid
Solarwinds	Network Management Tools	Network	Y	7%	2%
SonicWall	Network Security Products	Network		18%	8%
Sophos	Network Security Products	Network		18%	8%
Star Tech	Structured Cabling & Accessories	Network		18%	18%
Supermicro	Server & Storage Products	Data Center	Y	7%	5%
Symantec	Network Security Products	Network	Y	10%	10%
Targus	Structured Cabling & Accessories	Network		6%	6%
Tenable	Network Security Products	Network		3%	3%
The Mitsubishi Electric Group	UPS & HVAC Products	Data Center		No Bid	No Bid
Terastation				1%	1%
Trane	HVAC	Data Center		No Bid	No Bid
Trend Micro	Network Security Products	Network		13%	8%
Trilogy	Lock	Data Center	Y	2%	2%
Tripp Lite	Structured Cabling & Accessories	Network	Y	45%	45%
Tyco	Fire Suppression & Monitoring	Data Center		No Bid	No Bid
Varidesk	Data Center Products	Data Center		2%	2%
VariPHY	Network Management Tools	Network	Y	2%	2%
Veeam	Data Protection Software Products	Data Center	Y	16%	8%
Verasmart	Network Management Tools	Network	Y	1%	1%
Veritas	Data Protection Software Products	Data Center	Y	8%	8%
Vertiv	UPS & HVAC Products	Data Center	Y	15%	15%
VMware	Data Center Software Products	Data Center	Y	10%	10%
Wasabi	Data Center Products	Data Center		8%	8%
WatchGuard	Data Center Products	Data Center	Y	10%	10%
Western Digital	Storage Products	Data Center	Y	6%	6%
Wheellock	Fire Suppression & Monitoring	Data Center		No Bid	No Bid
Xerox	Label Maker, Printer, & Scanner Products	Data Center	Y	18%	3%
Zebra	Label Maker, Printer, & Scanner Products	Data Center		12%	6%
Zscaler	Network Security	Network		13%	10%
Cisco	Hardware	Network	Y	63%	19%
Cisco	DNA	Network	Y	58%	19%
Cisco	Software/SAAS	Network	Y	58%	19%
Cisco	Servers	Data Center	Y	68%	19%
Cisco	Telephony	Network	Y	64%	19%
Cisco	Smartnet (3y)	Network	Y	N/A	21%
Cisco	Smartnet (5y)	Network	Y	N/A	22%



COOK COUNTY GOVERNMENT
Office of the Chief Procurement Officer
RFP No. 2410-06131 Data Center and Network Products and Services
Exhibit 3 - Schedule of Compensation (Services)

Company Name: CDW Government LLC

CATEGORY	TITLE	Hourly Rate
Information security specialist	Security specialist	\$180.00
Information security specialist	IT security analyst	\$230.00
Information security specialist	Network security engineer	\$240.00
Information security specialist	Information security analyst	\$230.00
Information security specialist	Information security engineer	\$240.00
Information security specialist	Information security manager	\$214.00
Information security specialist	Information security consultant	\$280.00
Information security specialist	Information security project manager	\$200.00
Information security specialist	Information security program manager	\$220.00
Information security specialist	Management information director	\$280.00
Information security specialist	Cyber security specialist	\$180.00
Information security specialist	Cyber security manager	\$280.00
Information security specialist	Computer forensic investigator	\$117.00
Database administrator	Database developer	\$162.00
Database administrator	Database analyst	\$150.00
Database administrator	Database manager	\$208.00
Database administrator	Database engineer	\$195.00
Database administrator	Database specialist	\$195.00
Database administrator	Database coordinator	\$150.00
Database administrator	Data quality manager	\$195.00
Database administrator	Data modeler	\$240.00
Database administrator	Data scientist	\$162.00
Database administrator	Data architect	\$150.00
Database administrator	Information architect	\$344.00
Database administrator	Computer data scientist	\$240.00
Network engineer	Computer network specialist	\$145.00
Network engineer	Computer systems analyst	\$160.00
Network engineer	Computer and information research scientist	\$156.00
Network engineer	Computer and information research manager	\$124.00
Network engineer	Network administrator	\$195.00
Network engineer	Network architect	\$215.00
Network engineer	Network analyst	\$160.00
Network engineer	Network technician	\$202.00
Network engineer	Network operations engineer	\$215.00
Network engineer	Network reliability engineer	\$215.00
Network engineer	Network infrastructure specialist	\$145.00
Cloud engineer	Cloud systems engineer	\$225.00
Cloud engineer	Cloud computing engineer	\$225.00
Cloud engineer	Cloud architect	\$250.00
Cloud engineer	Cloud system administrator	\$240.00
Cloud engineer	Cloud consultant	\$300.00
Cloud engineer	Cloud services provider	\$241.00
Cloud engineer	Cloud services developer	\$189.00
Cloud engineer	Cloud product manager	\$202.00
Information technology leadership	Chief information officer (CIO)	\$189.00
Information technology leadership	Chief technology officer (CTO)	\$228.00
Information technology leadership	IT manager	\$312.00
Information technology leadership	IT director	\$293.00
Information technology leadership	IT project manager	\$273.00
Information technology leadership	Director of technology	\$280.00
Information technology leadership	Technical operations officer	\$208.00
Information technology leadership	Information management systems director	\$260.00
Information technology leadership	Senior IT consultant	\$245.00
Information technology leadership	Technical lead	\$255.00
ServiceNow, Salesforce, and Adobe Solutions	Assoc. Project Manager/Service Coordinator	\$160.00
ServiceNow, Salesforce, and Adobe Solutions	Business Analyst	\$170.00
ServiceNow, Salesforce, and Adobe Solutions	Business Process Consultant - Senior	\$235.00
ServiceNow, Salesforce, and Adobe Solutions	Business Process Consultant	\$210.00
ServiceNow, Salesforce, and Adobe Solutions	Certified Master Architect	\$350.00
ServiceNow, Salesforce, and Adobe Solutions	Developer - Senior	\$220.00
ServiceNow, Salesforce, and Adobe Solutions	Developer	\$180.00
ServiceNow, Salesforce, and Adobe Solutions	Innovation Consultant	\$235.00
ServiceNow, Salesforce, and Adobe Solutions	Project Manager	\$200.00
ServiceNow, Salesforce, and Adobe Solutions	Program Manager	\$230.00
ServiceNow, Salesforce, and Adobe Solutions	Quality Assurance Consultant	\$165.00
ServiceNow, Salesforce, and Adobe Solutions	Solution Architect - Senior	\$230.00
ServiceNow, Salesforce, and Adobe Solutions	Solution Architect	\$250.00
ServiceNow, Salesforce, and Adobe Solutions	Technical Architect	\$290.00
ServiceNow, Salesforce, and Adobe Solutions	Technical Consultant	\$215.00
ServiceNow, Salesforce, and Adobe Solutions	Offshore Developer - Senior	\$95.00
ServiceNow, Salesforce, and Adobe Solutions	Offshore Developer	\$85.00
ServiceNow, Salesforce, and Adobe Solutions	Offshore Quality Assurance	\$85.00
Application and Web Development	Senior Project Manager	\$240.50



COOK COUNTY GOVERNMENT
 Office of the Chief Procurement Officer
 RFP No. 2410-06131 Data Center and Network Products and Services
 Exhibit 3 - Schedule of Compensation (Services)

Company Name: **CDW Government LLC**

CATEGORY	TITLE	Hourly Rate
Application and Web Development	Project Manager	\$221.00
Application and Web Development	Content Strategist	\$188.50
Application and Web Development	Business Analyst	\$162.50
Application and Web Development	Quality Assurance Analyst	\$162.50
Application and Web Development	Migration Specialist	\$136.50
Application and Web Development	CMS Solution Architect	\$240.50
Application and Web Development	Front-End Developer	\$182.00
Application and Web Development	Visual Designer	\$182.00
Application and Web Development	AWS Architect	\$292.50
Application and Web Development	Database Administrator	\$195.00
Application and Web Development	Solution Architect	\$240.50
Application and Web Development	Senior Database Administrator	\$240.50
Application and Web Development	Senior Business Analyst	\$188.50
Content Services (OnBase)	Senior Project Manager	\$240.50
Content Services (OnBase)	Project Manager	\$208.00
Content Services (OnBase)	Architect	\$253.50
Content Services (OnBase)	Developer	\$221.00
Content Services (OnBase)	Business Analyst	\$162.50
Content Services (OnBase)	Quality Assurance Analyst	\$162.50
Management Consulting	Senior Trainer	\$162.50
Management Consulting	Trainer	\$143.00
Management Consulting	Junior Trainer	\$123.50
Management Consulting	Senior Business Process Specialist	\$227.50
Management Consulting	Business Process Analyst	\$175.50
Management Consulting	IT Strategist	\$240.50
Genetec security specialist	Subject Matter Expert / Security Architect	\$227.50
System integration specialist	Senior Field Engineer	\$195.00
System integration specialist	Field Engineer	\$182.00
Service Electrician with Vehicle	General Foreman	\$219.18
Service Electrician with Vehicle	A Card - Foreman	\$213.80
Service Electrician with Vehicle	A Card - Journeyman	\$203.00
Service Electrician with Vehicle	C Card - Foreman	\$189.29
Service Electrician with Vehicle	C Card - Journeyman	\$184.44
Bucket Truck - 35' Reach	Cost per hour	\$65.00
TAG0 Bucket Truck - 60' Reach	Cost per hour	\$84.50
Security IAM and Ops, Advisory and Programs	Associate Consultant	\$165.00
Security IAM and Ops, Advisory and Programs	Sr. Associate Consultant	\$185.00
Security IAM and Ops, Advisory and Programs	Consultant	\$230.00
Security IAM and Ops, Advisory and Programs	Sr. Consultant	\$250.00
Security IAM and Ops, Advisory and Programs	Managing Consultant	\$260.00
Security IAM and Ops, Advisory and Programs	Manager	\$260.00
Security IAM and Ops, Advisory and Programs	Architect	\$270.00
Security IAM and Ops, Advisory and Programs	Sr. Manager	\$275.00
Security IAM and Ops, Advisory and Programs	Principal Consultant	\$280.00
Security IAM and Ops, Advisory and Programs	Director	\$325.00
Security IAM and Ops, Advisory and Programs	Managing Director	\$400.00
Digital Velocity	Associate Project Manager	\$185.00
Digital Velocity	Associate Engineer	\$200.00
Digital Velocity	QA Level 4	\$205.00
Digital Velocity	Engineer	\$225.00
Digital Velocity	Sr. Engineer	\$250.00
Digital Velocity	Consultant Level 1	\$270.00
Digital Velocity	Solution Architect	\$270.00
Digital Velocity	Architect	\$300.00
Digital Velocity	Consultant Level 2	\$305.00
Digital Velocity	F-CTO	\$350.00
Digital Velocity	Principal Consultant	\$350.00

EXHIBIT 4

Minority and Women Owned Business Enterprise Commitment



Date: March 17, 2025

TO: Raffi Sarrafian, Chief Procurement Officer
 Office of the Chief Procurement Officer

FROM: Jeanetta Cardine
 Jeanetta Cardine, Deputy Director
 Compliance Center of Excellence
 Center of Business Enterprise Development

RE: Contract No. 2410-06131
 Data Center and Network Products and Services
 Bureau of Technology
 RFP: Professional Services
 Contractor: CDW Government
 Contract Value: \$163,250,906.01
 Contract Term: 6/1/2025 – 5/31/2030
 Participation Goal: 35% MWBE participation (Only on the professional services portion of the contract)

The Center of Business Enterprise Development is in receipt of the above-referenced contract and has reviewed this contract for compliance with the Minority and Women owned Business Enterprises (MBE/WBE) Ordinance. After careful review of our records as reported by the vendor, it has been determined the vendor is in compliance with the MBE/WBE Ordinance.

Utilization Plan – Original Award (Based on approximately 5% of total contract value of \$163,250,906.01)

<u>Subcontractor</u>	<u>MWBE Status</u>	<u>Certifying Agency</u>	<u>Commitment (Direct)</u>
RK Management Consultants	MBE-AAPI-M	City of Chicago	7.0%
Konnect IT Group, Inc.	MBE-AA-M	City of Chicago	7.0%
William Everett Group	MBE-AA-F	Cook County	7.0%
Clarity Partners, LLC	MBE-AAPI-M	City of Chicago	7.0%
Quantum Crossings	MBE-HA-M	City of Chicago	7.0%
Total:			35%



COOK COUNTY
OFFICE OF THE
**Chief Procurement
Officer**

*Note that the 35% MWBE commitment is based only on the Professional Services provided under this contract. Professional Services are expected to make up no more than 5% (\$8,162,545) of the total Contract Value of \$163,250,906.01. The 35% Professional Services commitment equates to a 1.75% MWBE commitment of the overall contract value.

Revised MBE/WBE forms were used in the determination of the responsiveness of this contract award.

JC/mk

Revised MBE/WBE forms were used in the determination of the responsiveness of this contract.

CC: Anna Epps, (Procurement Office)
Doug A. Coupland, (Telecommunications)

MBE/WBE UTILIZATION PLAN - FORM 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 – Section 19.

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

Bidder/Proposer is a certified MBE or WBE firm. (If so, attach copy of current 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 online at www.cookcountyil.gov/contractcompliance)

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 below and the Letter(s) of Intent – Form 2).

II.

Direct Participation of MBE/WBE Firms

Indirect Participation of MBE/WBE Firms

NOTE: 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: Quantum Crossings, LLC

Address: 111 E. Wacker Dr., #990

E-mail: martinez@quantumcrossings.com

Contact Person: Roger J. Martinez Phone: (312) 467-0065

Dollar Amount Participation: \$ %, DUR

Percent Amount of Participation: 7% DUR of certified professional services %

*Letter of Intent attached? Yes X No _____

*Current Letter of Certification attached? Yes X No _____

MBE/WBE Firm: _____

Address: _____

E-mail: _____

Contact Person: _____ Phone: _____

Dollar Amount Participation: \$ _____

Percent Amount of Participation: _____ %

*Letter of Intent attached? Yes _____ No _____

*Current Letter of Certification attached? Yes _____ No _____

Attach additional sheets as needed.

*** Letter(s) of Intent and current Letters of Certification must be submitted at the time of bid.**

MBEWBE LETTER OF INTENT - FORM 2

M/WBE Firm: Quantum Crossings, LLC

Certifying Agency: City of Chicago

Contact Person: Roger J. Martinez

Certification Expiration Date: 3-31-2026

Address: 111 E. Wacker Dr., #990

Ethnicity: Hispanic

City/State: Chicago, IL Zip: 60601

Bid/Proposal/Contract #: 2410-06131

Phone: 312-651-5300 Fax: 312-467-0340

FEIN #: 36-4456428

Email: rmartinez@quantumcrossings.com

Participation: Direct Indirect

Will the M/WBE firm be subcontracting any of the goods or services of this contract to another firm?

No Yes - Please attach explanation. Proposed Subcontractor(s): _____

The undersigned M/WBE is prepared to provide the following Commodities/Services for the above named Project/ Contract: (If more space is needed to fully describe M/WBE Firm's proposed scope of work and/or payment schedule, attach additional sheets)

Professional Services Network Systems Intergration, Computer Systems Facilities & Services

General Contractor Services

Indicate the Dollar Amount, Percentage, and the Terms of Payment for the above-described Commodities/ Services:
7% DUR of certified professional services paid within 15 Days of CDW being paid.

THE UNDERSIGNED PARTIES AGREE that this Letter of Intent will become a binding Subcontract Agreement for the above work, conditioned upon (1) the Bidder/Proposer's receipt of a signed contract from the County of Cook; (2) Undersigned Subcontractor remaining compliant with all relevant credentials, codes, ordinances and statutes required by Contractor, Cook County, and the State to participate as a MBE/WBE firm for the above work. 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.

Roger J. Martinez
Signature (M/WBE)

Dario Bertocchi
Signature (Prime Bidder/Proposer)

Roger J. Martinez
Print Name

Dario Bertocchi
Print Name

Quantum Crossings, LLC
Firm Name

CDW Government LLC
Firm Name

3-11-25
Date

Mar 14, 2025
Date

Subscribed and sworn before me

Subscribed and sworn before me

this 11th day of March, 2025

this 14th day of March, 2025

Notary Public Nelia Triplitt

Notary Public Carmen Castro



MBE/WBE UTILIZATION PLAN - FORM 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 – Section 19.

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

Bidder/Proposer is a certified MBE or WBE firm. (If so, attach copy of current 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 online at www.cookcountyil.gov/contractcompliance)

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 below and the Letter(s) of Intent – Form 2).

II.

Direct Participation of MBE/WBE Firms

Indirect Participation of MBE/WBE Firms

NOTE: 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: William Everett Group
Address: 35 E Wacker Dr #3100, Chicago, IL 60601
E-mail: c.mcgee@wegrp.com
Contact Person: Carlton McGee Jr Phone: (312) 564-5680 x103
Dollar Amount Participation: \$ %, DUR
Percent Amount of Participation: 7% DUR of certified professional services %
*Letter of Intent attached? Yes X No _____
*Current Letter of Certification attached? Yes X No _____

MBE/WBE Firm: Clarity Partners, LLC
Address: 20 N Clark St. Suite 3600, Chicago, IL 60602
E-mail: d.namkung@claritypartners.com
Contact Person: David C. Namkung Phone: (312) 920-0550
Dollar Amount Participation: \$ %, DUR
Percent Amount of Participation: 7% DUR of certified professional services %
*Letter of Intent attached? Yes X No _____
*Current Letter of Certification attached? Yes X No _____

Attach additional sheets as needed.

*** Letter(s) of Intent and current Letters of Certification must be submitted at the time of bid.**

MBE/WBE LETTER OF INTENT - FORM 2

MWBE Firm: The William Everett Group

Certifying Agency: Cook County Illinois

Contact Person: Carlton McGee, Jr.

Certification Expiration Date: 12/29/2025

Address: 35 East Wacker Drive, Suite #3100

Ethnicity: African American

City/State: Chicago / Illinois Zip: 60136

Bid/Proposal/Contract #: 2410-06131

Phone: (312) 564-5680 Fax: _____

FEIN #: 26-1317039

Email: c.mcgee@wegrp.com

Participation: Direct Indirect

Will the MWBE firm be subcontracting any of the goods or services of this contract to another firm?

No Yes - Please attach explanation. Proposed Subcontractor(s): _____

The undersigned MWBE is prepared to provide the following Commodities/Services for the above named Project/ Contract: (if more space is needed to fully describe MWBE Firm's proposed scope of work and/or payment schedule, attach additional sheets)

William Everett Will provide technology consulting, training and project management services.

Indicate the Dollar Amount, Percentage, and the Terms of Payment for the above-described Commodities/ Services:
7% DUR of certified professional services with standard Net 30 payment terms.

THE UNDERSIGNED PARTIES AGREE that this Letter of Intent will become a binding Subcontract Agreement for the above work, conditioned upon (1) the Bidder/Proposer's receipt of a signed contract from the County of Cook; (2) Undersigned Subcontractor remaining compliant with all relevant credentials, codes, ordinances and statutes required by Contractor, Cook County, and the State to participate as a MBE/WBE firm for the above work. 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.

Ellen Rozelle Turner
Signature (MWBE)

Dario Bertocchi
Dario Bertocchi (Mar 14, 2025 12:09 EDT)
Signature (Prime Bidder/Proposer)

Ellen Rozelle Turner
Print Name

Dario Bertocchi
Print Name

The William Everett Group
Firm Name

CDW Government LLC
Firm Name

03/10/2025
Date

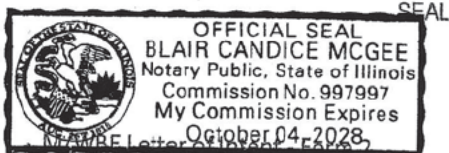
Mar 14, 2025
Date

Subscribed and sworn before me
this 10th day of March, 2025.

Subscribed and sworn before me
this 14th day of March, 2025.

Notary Public [Signature]

Notary Public Carmen Castro



MBE/WBE LETTER OF INTENT - FORM 2

M/WBE Firm: Clarity Partners, LLC
Contact Person: Rodney Zech
Address: 20 N. Clark St, Suite 3600
City/State: Chicago, IL Zip: 60602
Phone: 312-920-0550 Fax: 312-920-0554
Email: r.zech@claritypartners.com

Certifying Agency: City of Chicago
Certification Expiration Date: 5/16/2026
Ethnicity: Asian
Bid/Proposal/Contract #: 2410-06131
FEIN #: 80-0123899

Participation: Direct Indirect

Will the M/WBE firm be subcontracting any of the goods or services of this contract to another firm?

No Yes – Please attach explanation. Proposed Subcontractor(s): _____

The undersigned M/WBE is prepared to provide the following Commodities/Services for the above named Project/ Contract: *(If more space is needed to fully describe M/WBE Firm's proposed scope of work and/or payment schedule, attach additional sheets)*

We are committed to providing professional services in full support of the scope of work outlined for this project.

Indicate the **Dollar Amount**, **Percentage**, and the **Terms of Payment** for the above-described Commodities/ Services:
Dollar Amount: TBD; Percentage: 7% DUR of certified professional services paid within 15 days of CDW being paid.

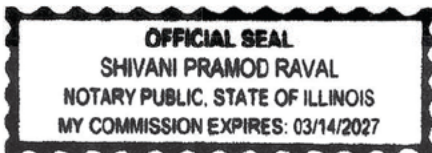
THE UNDERSIGNED PARTIES AGREE that this Letter of Intent will become a binding Subcontract Agreement for the above work, conditioned upon (1) the Bidder/Proposer's receipt of a signed contract from the County of Cook; (2) Undersigned Subcontractor remaining compliant with all relevant credentials, codes, ordinances and statutes required by Contractor, Cook County, and the State to participate as a MBE/WBE firm for the above work. 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.

Rodney S. Zech
Signature (M/WBE)
Rodney S. Zech
Print Name
Clarity Partners, LLC
Firm Name
3/6/2025
Date

Dario Bertocchi
Signature (Prime Bidder/Proposer)
Dario Bertocchi
Print Name
CDW Government LLC
Firm Name
Mar 14, 2025
Date

Subscribed and sworn before me
this 6th day of March, 2025
Notary Public: Shivani Raval

Subscribed and sworn before me
this 14th day of March, 2025
Notary Public: Carmen Castro



SEAL

SEAL



MBE/WBE UTILIZATION PLAN - FORM 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 – Section 19.

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

Bidder/Proposer is a certified MBE or WBE firm. (If so, attach copy of current 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 online at www.cookcountyil.gov/contractcompliance)

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 below and the Letter(s) of Intent – Form 2).

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

NOTE: 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: RK Management Consultants, INC
Address: One Tower Lane, Ste 2540, Oakbrook, IL 60181
E-mail: Nidhi@rkmcinc.com
Contact Person: Nidhi Kapoor Phone: (630) 706-3604
Dollar Amount Participation: \$ %, DUR
Percent Amount of Participation: 7% DUR of certified professional services %
*Letter of Intent attached? Yes X No _____
*Current Letter of Certification attached? Yes X No _____

MBE/WBE Firm: Konnect IT Group, Inc.
Address: 47 W Polk St. Suite 100-549 Chicago, IL 60605
E-mail: randy@konnectit.com
Contact Person: Randy Melton Phone: (312) 437-4401
Dollar Amount Participation: \$ %, DUR
Percent Amount of Participation: 7% DUR of certified professional services %
*Letter of Intent attached? Yes X No _____
*Current Letter of Certification attached? Yes X No _____

Attach additional sheets as needed.

*** Letter(s) of Intent and current Letters of Certification must be submitted at the time of bid.**

MBE/WBE LETTER OF INTENT - FORM 2

M/WBE Firm: RK Management Consultants, Inc
Contact Person: Nidhi Kapoor
Address: One Tower Lane, Ste 2540
City/State: Oakbrook Terr IL Zip: 60181
Phone: 630.706.3604 Fax: 630.706.3610
Email: Nidhi@rkmcinc.com

Certifying Agency: City of Chicago
Certification Expiration Date: 03/31/2025
Ethnicity: Asian American
Bid/Proposal/Contract #: RFP No. 2410-06131
FEIN #: 36-3635930

Participation: Direct Indirect

Will the M/WBE firm be subcontracting any of the goods or services of this contract to another firm?

No Yes - Please attach explanation. Proposed Subcontractor(s): _____

The undersigned M/WBE is prepared to provide the following Commodities/Services for the above named Project/ Contract: (if more space is needed to fully describe M/WBE Firm's proposed scope of work and/or payment schedule, attach additional sheets)

Professional Services

Indicate the **Dollar Amount**, **Percentage**, and the **Terms of Payment** for the above-described Commodities/ Services:
The dollar amount is to be determined based on the quantity of services/products rendered; minimum of 7%

7% DUR of certified professional services paid within 15 days of CDW being paid

THE UNDERSIGNED PARTIES AGREE that this Letter of Intent will become a binding Subcontract Agreement for the above work, conditioned upon (1) the Bidder/Proposer's receipt of a signed contract from the County of Cook; (2) Undersigned Subcontractor remaining compliant with all relevant credentials, codes, ordinances and statutes required by Contractor, Cook County, and the State to participate as a MBE/WBE firm for the above work. 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)

Nidhi Kapoor

Print Name

RK Management Consultants, Inc.

Firm Name

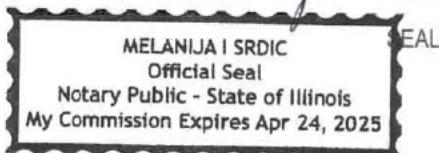
03-07-2025

Date

Subscribed and sworn before me

this 10 day of March, 2025

Notary Public Melaniya I Srdic



M/WBE Letter of Intent - Form 2

Dario Bertocchi
Dario Bertocchi (Mar 14, 2025 12:09 EDT)

Signature (Prime Bidder/Proposer)

Dario Bertocchi

Print Name

CDW Government LLC

Firm Name

Mar 14, 2025

Date

Subscribed and sworn before me

this 14th day of March, 2025

Notary Public Carmen Castro

SEAL



Revised: 1/29/14

MBE/WBE LETTER OF INTENT - FORM 2

M/WBE Firm: Konnect IT Group Inc.

Certifying Agency: City of Chicago

Contact Person: Randy Melton

Certification Expiration Date: March 15th 2026

Address: 47 W Polk St. Suite 100-549

Ethnicity: Black

City/State: Chicago Zip: 60605

Bid/Proposal/Contract #: 2410-06131

Phone: 3124374401 Fax: _____

FEIN #: 45-0464856

Email: randy@konnectit.com

Participation: Direct Indirect

Will the M/WBE firm be subcontracting any of the goods or services of this contract to another firm?

No Yes - Please attach explanation. Proposed Subcontractor(s): _____

The undersigned M/WBE is prepared to provide the following Commodities/Services for the above named Project/ Contract: *(If more space is needed to fully describe M/WBE Firm's proposed scope of work and/or payment schedule, attach additional sheets)*

Professional Services

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

7% DUR of certified professional services paid within 15 days of CDW being paid

THE UNDERSIGNED PARTIES AGREE that this Letter of Intent will become a binding Subcontract Agreement for the above work, conditioned upon (1) the Bidder/Proposer's receipt of a signed contract from the County of Cook; (2) Undersigned Subcontractor remaining compliant with all relevant credentials, codes, ordinances and statutes required by Contractor, Cook County, and the State to participate as a MBE/WBE firm for the above work. 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]
Signature (M/WBE)

Dario Bertocchi
Signature (Prime Bidder/Proposer)

Randy Melton
Print Name

Dario Bertocchi
Print Name

Konnect IT Group Inc
Firm Name

CDW Government LLC
Firm Name

3/8/25
Date

Mar 14, 2025
Date

Subscribed and sworn before me

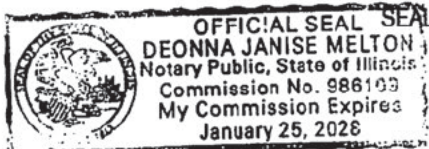
Subscribed and sworn before me

this 8 day of MARCH, 2025

this 14 day of March, 2025

Notary Public [Signature]

Notary Public Carmen Castro



SEAL



I. POLICY AND GOALS

- A. It is the policy of the County of Cook to prevent discrimination in the award of or participation in County Contracts and to eliminate arbitrary barriers for participation in such Contracts by local businesses certified as a Minority Business Enterprise (MBE) and Women-owned Business Enterprise (WBE) as both prime and sub-contractors. 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 annual goals for MBE and WBE participation as outlined below:

Contract Type	Goals	
	MBE	WBE
Goods and Services	25%	10%
Construction	24%	10%
Professional Services	35% Overall	

- B. **The County shall set contract-specific goals, based on the availability of MBEs and WBEs that are certified to provide commodities or services specified in this solicitation document. The MBE/WBE participation goals for this Agreement is thirty-five percent 35% for the professional services portion of this contract.** A Bid, Quotation, or Proposal shall be rejected if the County determines that it fails to comply with this General Condition in any way, including but not limited to: (i) failing to state an enforceable commitment to achieve for this contract the identified MBE/WBE Contract goals; or (ii) failing to include a Petition for Reduction/Waiver, which states that the goals for MBE/WBE participation are not attainable despite the Bidder or Proposer Good Faith Efforts, and explains why. If a Bid, Quotation, or Proposal is rejected, then a new Bid, Quotation, or Proposal may be solicited if the public interest is served thereby.
- C. To the extent that a Bid, Quotation, or Proposal includes a Petition for Reduction/Waiver that is approved by the Office of Contract Compliance, the Contract specific MBE and WBE participation goals may be achieved by the proposed Bidder or Proposer's status as an MBE or WBE; by the Bidder or Proposer's enforceable joint-venture agreement with one or more MBEs and/or WBEs; by the Bidder or Proposer entering into one or more enforceable subcontracting agreements with one or more MBE and WBE; by the Bidder or Proposer establishing and carrying out an enforceable mentor/protégé agreement with one or more MBE and WBE; by the Bidder or Proposer actively engaging the Indirect Participation of one or more MBE and WBE in other aspects of its business; or by any combination of the foregoing, so long as the Utilization Plan evidences a commitment to meet the MBE and WBE Contract goals set forth in (B) above, as approved by the Office of Contract Compliance.
- D. A single Person, as defined in the Procurement Code, may not be utilized as both an MBE and a WBE on the same Contract, whether as a Consultant, Subcontractor or supplier.
- E. Unless specifically waived in the Bid or Proposal Documents, this Exhibit; the Ordinance; and the policies and procedures promulgated thereunder shall govern. If there is a conflict

between this Exhibit and the Ordinance or the policies and procedures, the Ordinance shall control.

- F. A Consultant's failure to carry out its commitment regarding MBE and WBE participation in the course of the Contract's performance may constitute a material breach of the Contract. If such breach is not appropriately cured, it may result in withholding of payments under the Contract, contractual penalties, disqualification and any other remedy provided for in Division 4 of the Procurement Code at law or in equity.

II. REQUIRED BID OR PROPOSAL SUBMITTALS

A Bidder or Proposer shall document its commitment to meeting the Contract specific MBE and WBE participation goals by submitting a Utilization Plan with the Bid or Proposal. The Utilization Plan shall include (1) one or more Letter(s) of Intent from the relevant MBE and WBE firms; and (2) current Letters of Certification as an MBE or WBE. Alternatively, the Bidder or Proposer shall submit (1) a written Petition for Reduction/Waiver with the Bid, Quotation or Proposal, which documents its preceding Good Faith Efforts and an explanation of its inability to meet the goals for MBE and WBE participation. The Utilization Plan shall be submitted at the time that the bid or proposal is due. **Failure to include a Utilization Plan will render the submission not Responsive and shall be cause for the CPO to reject the Bid or Proposal.**

A. MBE/WBE Utilization Plan

Each Bid or Proposal shall include a complete Utilization Plan, as set forth on Form 1 of the M/WBE Compliance Forms. The Utilization Plan shall include the name(s), mailing address, email address, and telephone number of the principal contact person of the relevant MBE and WBE firms. If the Bidder or Proposer submits a Bid or Proposal, and any of their subconsultants, suppliers or consultants, are certified MBE or WBE firms, they shall be identified as an MBE or WBE within the Utilization Plan.

1. Letter(s) of Intent

Except as set forth below, a Bid or Proposal shall include, as part of the Utilization Plan, one or more Letter(s) of Intent, as set forth on Form 2 of the M/WBE Compliance Forms, executed by each MBE and WBE and the Bidder or Proposer. The Letter(s) of Intent will be used to confirm that each MBE and WBE shall perform work as a Subcontractor, supplier, joint venture, or consultant on the Contract. Each Letter of Intent shall indicate whether and the degree to which the MBE or WBE will provide goods or services directly or indirectly during the term of the Contract. The box for direct participation shall be marked if the proposed MBE or WBE will provide goods or services directly related to the scope of the Contract. The box for Indirect participation shall be marked if the proposed MBE or WBE will not be directly involved in the Contract but will be utilized by the Bidder or Proposer for other services not related to the Contract. Indirect Participation shall not be counted toward the participation goal. Each Letter of Intent shall accurately detail the work to be performed by the relevant MBE or WBE firm, the agreed dollar amount, the percentage of work, and the terms of payment.

Failure to include Letter(s) of Intent will render the submission not Responsive and shall be cause for the CPO to reject the Bid or Proposal.

All Bids and Proposals must conform to the commitments made in the corresponding Letter(s) of Intent, as may be amended through change orders.

The Contract Compliance Director may at any time request supplemental information regarding Letter(s) of Intent, and such information shall be furnished if the corresponding Bid or Proposal is to be deemed responsive.

2. Letter(s) of Certification

Only current Letter(s) of Certification from one of the following entities may be accepted as proof of certification for MBE/WBE status, provided that Cook County's requirements for certification are met:

- County of Cook
- City of Chicago

Persons that are currently certified by the City of Chicago in any area other than Construction/Public Works shall also complete and submit a MBE/WBE Reciprocal Certification Affidavit along with a current letter of certification from the City of Chicago. This Affidavit form can be downloaded from www.cookcountyil.gov/contractcompliance.

The Contract Compliance Director may reject the certification of any MBE or WBE on the ground that it does not meet the requirements of the Ordinance, or the policies and rules promulgated thereunder.

3. Joint Venture Affidavit

In the event a Bid or Proposal achieves MBE and/or WBE participation through a Joint Venture, the Bid or Proposal shall include the required Joint Venture Affidavit, which can be downloaded from www.cookcountyil.gov/contractcompliance. The Joint Venture Affidavit shall be submitted with the Bid or Proposal, along with current Letter(s) of Certification.

B. Petition for Reduction/Waiver

In the event a Bid or Proposal does not meet the Contract specific goals for MBE and WBE participation, the Bid or Proposal shall include a Petition for Reduction/Waiver, as set forth on Form 3. The Petition for Reduction/Waiver shall be supported by sufficient evidence and documentation to demonstrate the Bidder or Proposer's Good Faith Efforts in attempting to achieve the applicable MBE and WBE goals, and its inability to do so despite its Good Faith Efforts.

Failure to include Petition for Reduction/Waiver will render the submission not Responsive and shall be cause for the CPO to reject the Bid or Proposal.

III. REDUCTION/WAIVER OF MBE/WBE GOALS

A. Granting or Denying a Reduction/Waiver Request.

1. The adequacy of the Good Faith Efforts to utilize MBE and WBE firms in a Bid or Proposal will be evaluated by the CCD under such conditions as are set forth in the Ordinance, the policies and rules promulgated thereunder, and in the “Petition for Reduction/Waiver of MBE/WBE Participation Goals” – Form 3 of the M/WBE Compliance Forms.
2. With respect to a Petition for Reduction/Waiver, the sufficiency or insufficiency of a Bidder or Proposer’s Good Faith Efforts shall be evaluated by the CCD as of the date upon which the corresponding Bid or Proposal was due.
3. The Contract Compliance Director or his or her duly authorized Waiver Committee may grant or deny the Petition for Reduction/Waiver based upon factors including but not limited to: (a) whether sufficient qualified MBE and WBE firms are unavailable despite good faith efforts on the part of the Bidder or Proposer; (b) the degree to which specifications and the reasonable and necessary requirements for performing the Contract make it impossible or economically infeasible to divide the Contract into sufficiently small tasks or quantities so as to enable the Bidder or Proposer to utilize MBE and WBE firms in accordance with the applicable goals; (c) the degree to which the prices or prices required by any potential MBE or WBE are more that 10% above competitive levels; and (d) such other factors as are determined relevant by the Contract Compliance Director or the duly authorized Waiver Committee.
4. If the Contract Compliance Director or the duly authorized Waiver Committee determines that the Bidder or Proposer has not demonstrated sufficient Good Faith Efforts to meet the applicable MBE and WBE goals, the Contract Compliance Director or the duly authorized Waiver Committee may deny a Petition for Reduction/Waiver, declare the Bid or Proposal non-responsive, and recommend rejection of the Bid, Quotation, or Proposal.

IV. CHANGES IN CONSULTANT'S UTILIZATION PLAN

- A. A Consultant, during its performance of the Contract, may not change the original MBE or WBE commitments specified in the relevant Utilization Plan, including but not limited to, terminating a MBE or WBE Contract, reducing the scope of the work to be performed by a MBE/WBE, or decreasing the price to a MBE/WBE, except as otherwise provided by the Ordinance and according to the policies and procedures promulgated thereunder.

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

V. NON-COMPLIANCE

If the CCD determines that the Consultant has failed to comply with its contractual commitments or any portion of the Ordinance, the policies and procedures promulgated thereunder, or this Exhibit, the Contract Compliance Director shall notify the Consultant of such determination and may take any and all appropriate actions as set forth in the Ordinance or the policies and procedures promulgated thereunder which includes but is not limited to disqualification, penalties, withholding of payments or other remedies in law or equity.

VI. REPORTING/RECORD-KEEPING REQUIREMENTS

The Consultant shall comply with the reporting and record-keeping requirements in the manner and time established by the Ordinance, the policies and procedure promulgated thereunder, and the Contract Compliance Director. Failure to comply with such reporting and record-keeping requirements may result in a declaration of Contract default. Upon award of a Contract, a Consultant shall acquire and utilize all Cook County reporting and record-keeping forms and methods which are made available by the Office of Contract Compliance. MBE and WBE firms shall be required to verify payments made by and received from the prime Consultant.

VII. EQUAL EMPLOYMENT OPPORTUNITY

Compliance with MBE and WBE requirements will not diminish or supplant other legal Equal Employment Opportunity and Civil Rights requirements that relate to Consultant and Subcontractor obligations.

Any questions regarding this section should be directed to:
Office of the Chief Procurement Officer, Business Enterprise Development
Cook County
162 N. Clark Street, Suite 2300
Chicago, Illinois 60601
(312) 603-5502

EXHIBIT 5

Evidence of Insurance



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
10/01/2024

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

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

PRODUCER Aon Risk Services Central, Inc. Chicago IL Office 200 East Randolph Chicago IL 60601 USA	CONTACT NAME: PHONE (A/C No. Ext): (866) 283-7122 FAX (A/C No.): (800) 363-0105		
	E-MAIL ADDRESS:		
INSURER(S) AFFORDING COVERAGE		NAIC #	
INSURED CDW Government LLC 230 North Milwaukee Ave Vernon Hills IL 60061 USA	INSURER A: The Phoenix Insurance Company		25623
	INSURER B: The Charter Oak Fire Insurance Company		25615
	INSURER C: Travelers Property Cas Co of America		25674
	INSURER D: Travelers Commercial Casualty Co		40282
	INSURER E: Lloyd's Syndicate No. 3623		AA1120055
	INSURER F:		

COVERAGES	CERTIFICATE NUMBER: 570108689206	REVISION NUMBER:
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THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS					
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			H6605D53096APHX24 see addendum	10/01/2024	10/01/2025	EACH OCCURRENCE	\$1,000,000				
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$1,000,000				
							MED EXP (Any one person)	\$10,000				
							PERSONAL & ADV INJURY	\$1,000,000				
							GENERAL AGGREGATE	\$2,000,000				
							PRODUCTS - COMP/OP AGG	\$2,000,000				
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			BA-6N190234-24-I3-G	10/01/2024	10/01/2025	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000				
							BODILY INJURY (Per person)					
							BODILY INJURY (Per accident)					
							PROPERTY DAMAGE (Per accident)					
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION			CUP6J53867924I3 SIR applies per policy terms & conditions	10/01/2024	10/01/2025	EACH OCCURRENCE	\$5,000,000				
							AGGREGATE	\$5,000,000				
							Retained Limit	\$10,000				
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	UB8P79604A2451K AOS	10/01/2024	10/01/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER					
							C	UB8P8306872451R AZ, MA, WI	10/01/2024	10/01/2025	E.L. EACH ACCIDENT	\$1,000,000
											E.L. DISEASE-EA EMPLOYEE	\$1,000,000
											E.L. DISEASE-POLICY LIMIT	\$1,000,000
E	E&O - Miscellaneous Professional-Primary			W19A8C241001 Claims Made-cyber/network SIR applies per policy terms & conditions	10/01/2024	10/01/2025	Each Claim	\$5,000,000				
							Aggregate	\$5,000,000				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Certificate Holder is included as Additional Insured in accordance with the policy provisions of the General Liability and Automobile Liability policies. General Liability and Automobile Liability policies evidenced herein are Primary and Non-Contributory to other insurance available to an Additional Insured, but only in accordance with the policy's provisions. A Waiver of Subrogation is granted in favor of Certificate Holder in accordance with the policy provisions of the General Liability, Automobile Liability and Workers' Compensation policies. Should General Liability, Automobile Liability and Workers' Compensation policies be cancelled before the expiration date thereof, the policy provisions will govern how notice of cancellation may be delivered to Certificate Holder in accordance with the policy provisions of each policy.

CERTIFICATE HOLDER	CANCELLATION
Cook County 118 N. Clark Street, Room 1018 Chicago IL 60602 USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Aon Risk Services Central, Inc.</i>

Holder Identifier :

Certificate No : 570108689206





ADDITIONAL REMARKS SCHEDULE

AGENCY Aon Risk Services Central, Inc.		NAMED INSURED CDW Government LLC	
POLICY NUMBER See Certificate Number: 570108689206			
CARRIER See Certificate Number: 570108689206	NAIC CODE	EFFECTIVE DATE:	

ADDITIONAL REMARKS

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

Commercial General Liability

Commercial General Liability
 Policy# H6605D53096APHX24
 State and Insurer(s) Affording Coverage
 California Travelers Property Casualty Company of America NAIC# 25674
 All Other The Phoenix Insurance Company NAIC# 25623

EXHIBIT 6

Board Authorization



Board of Commissioners of Cook County

118 North Clark Street
Chicago, IL

Legislation Details (With Text)

File #: 25-1883 **Version:** 1 **Name:** CDW Government LLC 2025 - 2030
Type: Contract (Technology) **Status:** Approved
File created: 3/14/2025 **In control:** Technology and Innovation Committee
On agenda: 4/10/2025 **Final action:** 5/15/2025
Title: PROPOSED CONTRACT (TECHNOLOGY)

Department(s): Bureau of Technology

Vendor: CDW-Government (CDW-G), Vernon Hills, Illinois

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

Good(s) or Service(s): Data Center and Network Communication Projects and Related Services

Contract Value: \$163,250,906.00

Contract period: 6/1/2025 - 5/31/2030 with three (3) one-year renewal options

Contract Utilization: The vendor has met the Minority- and Women-owned Business Enterprise Ordinance via: Direct participation.

Potential Fiscal Year Budget Impact: FY 2025: \$13,259,503.00, FY2026: \$28,444,205.00, FY 2027: \$32,706,455.00, FY 2028 \$35,099,512.00, FY 2029: \$40, 481,729.00, FY 2030: \$13,259,503.00

Accounts: Each agency procures items using funds from its annual budget

Contract Number(s): 2410-06131

Concurrence:

N/A

Summary: The Bureau of Technology is requesting authorization for the Chief Procurement Officer to execute and enter into a contract with CDW-G for Data Center and Network Communication Projects and Related Services. The products covered by this contract are required to maintain IT infrastructure countywide such as servers, storage area networks, data center equipment, data back-up and recovery solutions, network and security equipment. Each agency provides their forecasted spending amount and utilizes funds from its annual budget. This spending authorization is not a spending commitment. The contract provides 35% MBE/WBE direct participation on the professional services.

This contract is awarded through Request for Proposals (RFP) procedures in accordance with the Cook County Procurement Code. CDW-G was selected based on established evaluation criteria.

Sponsors:

Indexes: F. THOMAS LYNCH, Chief Information Officer, Bureau of Technology

Code sections:

Attachments:

Date	Ver.	Action By	Action	Result
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5/15/2025	1	Board of Commissioners	approve	Pass
5/14/2025	1	Technology and Innovation Committee	recommend for approval	Pass
4/10/2025	1	Board of Commissioners	refer	Pass

PROPOSED CONTRACT (TECHNOLOGY)

Department(s): Bureau of Technology

Vendor: CDW-Government (CDW-G), Vernon Hills, Illinois

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

Good(s) or Service(s): Data Center and Network Communication Projects and Related Services

Contract Value: \$163,250,906.00

Contract period: 6/1/2025 - 5/31/2030 with three (3) one-year renewal options

Contract Utilization: The vendor has met the Minority- and Women-owned Business Enterprise Ordinance via: Direct participation.

Potential Fiscal Year Budget Impact: FY 2025: \$13,259,503.00, FY2026: \$28,444,205.00, FY 2027: \$32,706,455.00, FY 2028 \$35,099,512.00, FY 2029: \$40, 481,729.00, FY 2030: \$13,259,503.00

Accounts: Each agency procures items using funds from its annual budget

Contract Number(s): 2410-06131

Concurrence:

N/A

Summary: The Bureau of Technology is requesting authorization for the Chief Procurement Officer to execute and enter into a contract with CDW-G for Data Center and Network Communication Projects and Related Services. The products covered by this contract are required to maintain IT infrastructure countywide such as servers, storage area networks, data center equipment, data back-up and recovery solutions, network and security equipment. Each agency provides their forecasted spending amount and utilizes funds from its annual budget. This spending authorization is not a spending commitment. The contract provides 35% MBE/WBE direct participation on the professional services.

This contract is awarded through Request for Proposals (RFP) procedures in accordance with the Cook County Procurement Code. CDW-G was selected based on established evaluation criteria.

Contract No. 2410-06131
Data Center and Network Products and Services

EXHIBIT 7

Identification of Subcontractors/Supplier/Subconsultant Form

**Cook County
Office of the Chief Procurement Officer
Identification of Subcontractor/Supplier/Subconsultant Form**

OCPO ONLY:	
<input type="checkbox"/>	Disqualification
<input type="checkbox"/>	Check Complete

The Bidder/Proposer/Respondent ("the Contractor") will fully complete and execute and submit an Identification of Subcontractor/Supplier/Subconsultant Form ("ISF") with each Bid, Request for Proposal, and Request for Qualification. **The Contractor must complete the ISF for each Subcontractor, Supplier or Subconsultant which shall be used on the Contract.** In the event that there are any changes in the utilization of Subcontractors, Suppliers or Subconsultants, the Contractor must file an updated ISF.

Bid/RFP/RFQ No.: 2410-06131	Date: 10/16/2024
Total Bid or Proposal Amount: \$TBD	Contract Title: Data Center and Network Products and Services
Contractor: CDW Government LLC	Subcontractor/Supplier/ Subconsultant to be added or substitute: William Everett Group
Authorized Contact for Contractor: Dario Bertocchi	Authorized Contact for Subcontractor/Supplier/ Subconsultant: Carlton McGee Jr.
Email Address (Contractor): dariber@cdw.com	Email Address (Subcontractor): c.mcgee@wegrp.com
Company Address (Contractor): 230 N Milwaukee Ave	Company Address (Subcontractor): 35 E Wacker Dr #3100
City, State and Zip (Contractor): Vernon Hills, IL 60061	City, State and Zip (Subcontractor): Chicago, IL 60601
Telephone and Fax (Contractor): 203.851.7049; 847.968.0962	Telephone and Fax (Subcontractor): 312.564.5680 x 103; NA
Estimated Start and Completion Dates (Contractor): November 2024	Estimated Start and Completion Dates (Subcontractor): November 2024

Note: Upon request, a copy of all written subcontractor agreements must be provided to the OCPO.

<u>Description of Services or Supplies</u>	<u>Total Price of Subcontract for Services or Supplies</u>
Management Consulting, Technology and Infrastructure Consulting, Enterprise Resource	no less than 7%

The subcontract documents will incorporate all requirements of the Contract awarded to the Contractor as applicable. The subcontract will in no way hinder the Subcontractor/Supplier/Subconsultant from maintaining its progress on any other contract on which it is either a Subcontractor/Supplier/Subconsultant or principal contractor. This disclosure is made with the understanding that the Contractor is not under any circumstances relieved of its abilities and obligations, and is responsible for the organization, performance, and quality of work. **This form does not approve any proposed changes, revisions or modifications to the contract approved MBE/WBE Utilization Plan. Any changes to the contract's approved MBE/WBE/Utilization Plan must be submitted to the Office of the Contract Compliance.**

CDW Government LLC

Contractor

Dario Bertocchi

Name

VP of Contracting Operations

Title



10-09-2024

Prime Contractor Signature

Date

**Cook County
Office of the Chief Procurement Officer
Identification of Subcontractor/Supplier/Subconsultant Form**

OCPO ONLY:	
<input type="checkbox"/>	Disqualification
<input type="checkbox"/>	Check Complete

The Bidder/Proposer/Respondent ("the Contractor") will fully complete and execute and submit an Identification of Subcontractor/Supplier/Subconsultant Form ("ISF") with each Bid, Request for Proposal, and Request for Qualification. **The Contractor must complete the ISF for each Subcontractor, Supplier or Subconsultant which shall be used on the Contract.** In the event that there are any changes in the utilization of Subcontractors, Suppliers or Subconsultants, the Contractor must file an updated ISF.

Bid/RFP/RFQ No.: 2410-06131	Date: 10/16/2024
Total Bid or Proposal Amount: \$ TBD	Contract Title: Data Center and Network Products and Services
Contractor: CDW Government	Subcontractor/Supplier/ Subconsultant to be added or substitute: Atkins Coordination, Inc. (RKMC)
Authorized Contact for Contractor: Dario Bertocchi	Authorized Contact for Subcontractor/Supplier/ Subconsultant: Shayna Atkins
Email Address (Contractor): dariber@cdw.com	Email Address (Subcontractor): info@atkcoinc.com
Company Address (Contractor): 230 N Milwaukee Ave	Company Address (Subcontractor): 8021 S Dante Ave
City, State and Zip (Contractor): Vernon Hills, IL 60061	City, State and Zip (Subcontractor): Chicago, IL 60619
Telephone and Fax (Contractor): 203.851.7049; 847.968.0962	Telephone and Fax (Subcontractor): 312.589.8572; 630.706.3603
Estimated Start and Completion Dates (Contractor): November 2024	Estimated Start and Completion Dates (Subcontractor): November 2024

Note: Upon request, a copy of all written subcontractor agreements must be provided to the OCPO.


<u>Description of Services or Supplies</u>	<u>Total Price of Subcontract for Services or Supplies</u>
Technology Consulting, Staff Augmentation, Project Delivery	no less than 7%

The subcontract documents will incorporate all requirements of the Contract awarded to the Contractor as applicable. The subcontract will in no way hinder the Subcontractor/Supplier/Subconsultant from maintaining its progress on any other contract on which it is either a Subcontractor/Supplier/Subconsultant or principal contractor. This disclosure is made with the understanding that the Contractor is not under any circumstances relieved of its abilities and obligations, and is responsible for the organization, performance, and quality of work. **This form does not approve any proposed changes, revisions or modifications to the contract approved MBE/WBE Utilization Plan. Any changes to the contract's approved MBE/WBE/Utilization Plan must be submitted to the Office of the Contract Compliance.**

CDW Government LLC

Contractor
Dario Bertocchi

Name
VP of Contracting Operations

Title 

Prime Contractor Signature

10-9-24
Date

**Cook County
Office of the Chief Procurement Officer
Identification of Subcontractor/Supplier/Subconsultant Form**

OCPO ONLY:	
<input type="checkbox"/>	Disqualification
<input type="checkbox"/>	Check Complete

The Bidder/Proposer/Respondent ("the Contractor") will fully complete and execute and submit an Identification of Subcontractor/Supplier/Subconsultant Form ("ISF") with each Bid, Request for Proposal, and Request for Qualification. **The Contractor must complete the ISF for each Subcontractor, Supplier or Subconsultant which shall be used on the Contract.** In the event that there are any changes in the utilization of Subcontractors, Suppliers or Subconsultants, the Contractor must file an updated ISF.

Bid/RFP/RFQ No.: 2410-06131	Date: 10/16/2024
Total Bid or Proposal Amount: \$ TBD	Contract Title: Data Center and Network Products and Services
Contractor: CDW Government	Subcontractor/Supplier/ Subconsultant to be added or substitute: Konnect IT
Authorized Contact for Contractor: Dario Bertocchi	Authorized Contact for Subcontractor/Supplier/ Subconsultant: Randy Melton
Email Address (Contractor): dariber@cdw.com	Email Address (Subcontractor): randy@kennectit.com
Company Address (Contractor): 230 N Milwaukee Ave	Company Address (Subcontractor): 47 W Pol St. Suite 100-549
City, State and Zip (Contractor): Vernon Hills, IL 60061	City, State and Zip (Subcontractor): Chicago, IL 60605
Telephone and Fax (Contractor): 203.851.7049; 847.968.0962	Telephone and Fax (Subcontractor): 312.437.4401; 833.843.2243
Estimated Start and Completion Dates (Contractor): November 2024	Estimated Start and Completion Dates (Subcontractor): November 2024

Note: Upon request, a copy of all written subcontractor agreements must be provided to the OCPO.


<u>Description of Services or Supplies</u>	<u>Total Price of Subcontract for Services or Supplies</u>
Staff Augmentation, Strategic Consulting and IT Training	no less than 7%

The subcontract documents will incorporate all requirements of the Contract awarded to the Contractor as applicable. The subcontract will in no way hinder the Subcontractor/Supplier/Subconsultant from maintaining its progress on any other contract on which it is either a Subcontractor/Supplier/Subconsultant or principal contractor. This disclosure is made with the understanding that the Contractor is not under any circumstances relieved of its abilities and obligations, and is responsible for the organization, performance, and quality of work. **This form does not approve any proposed changes, revisions or modifications to the contract approved MBE/WBE Utilization Plan. Any changes to the contract's approved MBE/WBE/Utilization Plan must be submitted to the Office of the Contract Compliance.**

CDW Government LLC

Contractor
Dario Bertocchi

Name
VP of Contracting Operations

Title  10-9-24

Prime Contractor Signature Date

**Cook County
Office of the Chief Procurement Officer
Identification of Subcontractor/Supplier/Subconsultant Form**

OCPO ONLY:	
<input type="checkbox"/>	Disqualification
<input type="checkbox"/>	Check Complete

The Bidder/Proposer/Respondent ("the Contractor") will fully complete and execute and submit an Identification of Subcontractor/Supplier/Subconsultant Form ("ISF") with each Bid, Request for Proposal, and Request for Qualification. **The Contractor must complete the ISF for each Subcontractor, Supplier or Subconsultant which shall be used on the Contract.** In the event that there are any changes in the utilization of Subcontractors, Suppliers or Subconsultants, the Contractor must file an updated ISF.

Bid/RFP/RFQ No.: 2410-06131	Date: 10/16/2024
Total Bid or Proposal Amount: \$ TBD	Contract Title: Data Center and Network Products and Services
Contractor: CDW Government	Subcontractor/Supplier/ Subconsultant to be added or substitute: Quantum Crossings
Authorized Contact for Contractor: Dario Bertocchi	Authorized Contact for Subcontractor/Supplier/ Subconsultant: Roger Martinez
Email Address (Contractor): dariber@cdw.com	Email Address (Subcontractor): rmartinez@quantumcrossings.com
Company Address (Contractor): 230 N Milwaukee Ave	Company Address (Subcontractor): 111 E. Wacker Dr. Suite 900
City, State and Zip (Contractor): Vernon Hills, IL 60061	City, State and Zip (Subcontractor): Chicago, IL 60601
Telephone and Fax (Contractor): 203.851.7049; 847.968.0962	Telephone and Fax (Subcontractor): 312.651.5300; 312.651.5306
Estimated Start and Completion Dates (Contractor): November 2024	Estimated Start and Completion Dates (Subcontractor): November 2024

Note: Upon request, a copy of all written subcontractor agreements must be provided to the OCPO.


<u>Description of Services or Supplies</u>	<u>Total Price of Subcontract for Services or Supplies</u>
Offering Physical Security, Distribution and Electrical, and Professional Technology Services	No less than 7%

The subcontract documents will incorporate all requirements of the Contract awarded to the Contractor as applicable. The subcontract will in no way hinder the Subcontractor/Supplier/Subconsultant from maintaining its progress on any other contract on which it is either a Subcontractor/Supplier/Subconsultant or principal contractor. This disclosure is made with the understanding that the Contractor is not under any circumstances relieved of its abilities and obligations, and is responsible for the organization, performance, and quality of work. **This form does not approve any proposed changes, revisions or modifications to the contract approved MBE/WBE Utilization Plan. Any changes to the contract's approved MBE/WBE/Utilization Plan must be submitted to the Office of the Contract Compliance.**

CDW Government LLC

Contractor
Dario Bertocchi

Name
VP of Contracting Operations

Title 

Prime Contractor Signature 10-9-24
Date

Cook County
Office of the Chief Procurement Officer
Identification of Subcontractor/Supplier/Subconsultant Form

<input type="checkbox"/>	OCPO ONLY:
<input type="checkbox"/>	Disqualification
<input type="checkbox"/>	Check Complete

The Bidder/Proposer/Respondent ("the Contractor") will fully complete and execute and submit an Identification of Subcontractor/Supplier/Subconsultant Form ("ISF") with each Bid, Request for Proposal, and Request for Qualification. **The Contractor must complete the ISF for each Subcontractor, Supplier or Subconsultant which shall be used on the Contract.** In the event that there are any changes in the utilization of Subcontractors, Suppliers or Subconsultants, the Contractor must file an updated ISF.

Bid/RFP/RFQ No.: 2410-06131	Date: 10/16/2024
Total Bid or Proposal Amount: \$ TBD	Contract Title: Data Center and Network Products and Services
Contractor: CDW Government	Subcontractor/Supplier/ Subconsultant to be added or substitute: Clarity Partners
Authorized Contact for Contractor: Dario Bertocchi	Authorized Contact for Subcontractor/Supplier/ Subconsultant: David C. Namkung
Email Address (Contractor): dariber@cdw.com	Email Address (Subcontractor): d.namkung@claritypartners.com
Company Address (Contractor): 230 N Milwaukee Ave	Company Address (Subcontractor): 20 N Clark St., Suite 3600
City, State and Zip (Contractor): Vernon Hills, IL 60061	City, State and Zip (Subcontractor): Chicago, IL 60602
Telephone and Fax (Contractor): 203.851.7049; 847.968.0962	Telephone and Fax (Subcontractor): 312.920.0550; NA
Estimated Start and Completion Dates (Contractor): November 2024	Estimated Start and Completion Dates (Subcontractor): November 2024

Note: Upon request, a copy of all written subcontractor agreements must be provided to the OCPO.


<u>Description of Services or Supplies</u>	<u>Total Price of Subcontract for Services or Supplies</u>
Application Development, Cloud Services, Content Services, Enterprise Performance Management, Management Consulting, Web & Design Development	No less than 7%

The subcontract documents will incorporate all requirements of the Contract awarded to the Contractor as applicable. The subcontract will in no way hinder the Subcontractor/Supplier/Subconsultant from maintaining its progress on any other contract on which it is either a Subcontractor/Supplier/Subconsultant or principal contractor. This disclosure is made with the understanding that the Contractor is not under any circumstances relieved of its abilities and obligations, and is responsible for the organization, performance, and quality of work. **This form does not approve any proposed changes, revisions or modifications to the contract approved MBE/WBE Utilization Plan. Any changes to the contract's approved MBE/WBE/Utilization Plan must be submitted to the Office of the Contract Compliance.**

CDW Government LLC

Contractor
Dario Bertocchi

Name
VP of Contracting Operations

Title 

Prime Contractor Signature 10-9-24
Date

Contract No. 2410-06131
Data Center and Network Products and Services

EXHIBIT 8

Economic Disclosure Statement

**COOK COUNTY
ECONOMIC DISCLOSURE STATEMENT
AND EXECUTION DOCUMENT
INDEX**

Section	Description	Pages
1	Instructions for Completion of EDS	EDS i - ii
2	Certifications	EDS 1- 2
3	Economic and Other Disclosures, Affidavit of Child Support Obligations, Disclosure of Ownership Interest and Familial Relationship Disclosure Form	EDS 3 – 12
4	Cook County Affidavit for Wage Theft Ordinance	EDS 13-14
5	Contract and EDS Execution Page	EDS 15
6	Cook County Signature Page	EDS 16

SECTION 1
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 Proposer responding to a Request for Proposals, and every Respondent responding to a Request for Qualifications, and others as required by the Chief Procurement Officer. The execution of the EDS shall serve as the execution of a contract awarded by the County. The Chief Procurement Officer reserves the right to request that the Bidder or Proposer, or Respondent provide an updated EDS on an annual basis.

Definitions. 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, as applicable.

Affiliate means a person that directly or indirectly through one or more intermediaries, Controls is Controlled by, or is under common Control with the Person specified.

Applicant means a person who executes this EDS.

Bidder means any person who submits a Bid.

Code means the Code of Ordinances, Cook County, Illinois available on municode.com.

Contract shall include any written document to make Procurements by or on behalf of Cook County.

Contractor or *Contracting Party* means a person that enters into a Contract with the County.

Control means the unfettered authority to directly or indirectly manage governance, administration, work, and all other aspects of a business.

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

Joint Venture means an association of two or more Persons proposing to perform a for-profit business enterprise. Joint Ventures must have an agreement in writing specifying the terms and conditions of the relationship between the partners and their relationship and respective responsibility for the Contract

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 who lobbies.

Person or *Persons* means any individual, corporation, partnership, Joint Venture, trust, association, Limited Liability Company, sole proprietorship or other legal entity.

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.

Proposal means a response to an RFP.

Proposer means a person submitting a Proposal.

Response means response to an RFQ.

Respondent means a person responding to an RFQ.

RFP means a Request for Proposals issued pursuant to this Procurement Code.

RFQ means a Request for Qualifications issued to obtain the qualifications of interested parties.

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

Section 1: Instructions. Section 1 sets forth the instructions for completing and executing this EDS.

Section 2: Certifications. Section 2 sets forth certifications that are required for contracting parties under the Code and other applicable laws. 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 3: Economic and Other Disclosures Statement. Section 3 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 Applicant to the warranties, representations, agreements and acknowledgements contained therein.

Required Updates. The Applicant is required to keep all information provided in this EDS current and accurate. In the event of any change in the information provided, including but not limited to any change which would render inaccurate or incomplete any certification or statement made in this EDS, the Applicant shall supplement this EDS up to the time the County takes action, by filing an amended EDS or such other documentation as is required.

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, and the Applicant is expected to comply fully with these ordinances. For further information please contact the Director of Ethics at (312) 603-4304 (69 W. Washington St. Suite 3040, Chicago, IL 60602) or visit the web-site at cookcountyil.gov/ethics-board-of.

Authorized Signers of Contract and EDS Execution Page. If the Applicant is a corporation, the President and Secretary must execute the EDS. In the event that this EDS is executed by someone other than the President, attach hereto a certified copy of that section of the Corporate By-Laws or other authorization by the Corporation, satisfactory to the County that permits the person to execute EDS for said corporation. 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.

If the Applicant is a partnership or joint venture, all partners or joint venturers must execute the EDS, unless one partner or joint venture has been authorized to sign for the partnership or joint venture, in which case, the partnership agreement, resolution or evidence of such authority satisfactory to the Office of the Chief Procurement Officer must be submitted with this Signature Page.

If the Applicant is a member-managed LLC all members must execute the EDS, unless otherwise provided in the operating agreement, resolution or other corporate documents. If the Applicant is a manager-managed LLC, the manager(s) must execute the EDS. The Applicant must attach either a certified copy of the operating agreement, resolution or other authorization, satisfactory to the County, demonstrating such person has the authority to execute the EDS on behalf of the LLC. If the LLC is not registered in the State of Illinois, a copy of a current Certificate of Good Standing from the state of incorporation must be submitted with this Signature Page.

If the Applicant is a Sole Proprietorship, the sole proprietor must execute the EDS.

A "Partnership" "Joint Venture" or "Sole Proprietorship" operating under an Assumed Name must be registered with the Illinois county in which it is located, as provided in 805 ILCS 405 (2012), and documentation evidencing registration must be submitted with the EDS.

Effective October 1, 2016 all foreign corporations and LLCs must be registered with the Illinois Secretary of State's Office unless a statutory exemption applies to the applicant. Applicants who are exempt from registering must provide a written statement explaining why they are exempt from registering as a foreign entity with the Illinois Secretary of State's Office.

SECTION 2**CERTIFICATIONS**

THE FOLLOWING CERTIFICATIONS ARE MADE PURSUANT TO STATE LAW AND THE CODE. THE APPLICANT IS CAUTIONED TO CAREFULLY READ THESE CERTIFICATIONS PRIOR TO SIGNING THE SIGNATURE PAGE. SIGNING THE SIGNATURE PAGE SHALL CONSTITUTE A WARRANTY BY THE APPLICANT 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 APPLICANT IS NOTIFIED THAT IF THE COUNTY LEARNS THAT ANY OF THE FOLLOWING CERTIFICATIONS WERE FALSELY MADE, THAT ANY CONTRACT ENTERED INTO WITH THE APPLICANT 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 subparagraphs (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 APPLICANT HEREBY CERTIFIES THAT: The Applicant has read the provisions of Section A, Persons and Entities Subject to Disqualification, that the Applicant has not committed any Prohibited Act set forth in Section A, and that award of the Contract to the Applicant would not violate the provisions of such Section or of the Code.

B. BID-RIGGING OR BID ROTATING

THE APPLICANT HEREBY CERTIFIES THAT: *In accordance with 720 ILCS 5/33 E-11, neither the Applicant 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 APPLICANT HEREBY CERTIFIES THAT: The Applicant will provide a drug free workplace, as required by (30 ILCS 580/3).

D. DELINQUENCY IN PAYMENT OF TAXES

THE APPLICANT HEREBY CERTIFIES THAT: *The Applicant is not an owner or a party responsible for the payment of any tax or fee administered by Cook County, such as bar award of a contract or subcontract pursuant to the Code, Chapter 34, Section 34-171.*

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 APPLICANT HEREBY CERTIFIES THAT: *It is in compliance with 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. INSPECTOR GENERAL (COOK COUNTY CODE, CHAPTER 34, SECTION 34-174 and Section 34-250)

The Applicant has not willfully failed to cooperate in an investigation by the Cook County Independent Inspector General or to report to the Independent Inspector General any and all information concerning conduct which they know to involve corruption, or other criminal activity, by another county employee or official, which concerns his or her office of employment or County related transaction.

The Applicant has reported directly and without any undue delay any suspected or known fraudulent activity in the County's Procurement process to the Office of the Cook County Inspector General.

H. CAMPAIGN CONTRIBUTIONS (COOK COUNTY CODE, CHAPTER 2, SECTION 2-585)

THE APPLICANT CERTIFIES THAT: It has read and shall comply with the Cook County's Ordinance concerning campaign contributions, which is codified at Chapter 2, Division 2, Subdivision II, Section 585, and can be read in its entirety at www.municode.com.

I. GIFT BAN, (COOK COUNTY CODE, CHAPTER 2, SECTION 2-574)

THE APPLICANT CERTIFIES THAT: It has read and shall comply with the Cook County's Ordinance concerning receiving and soliciting gifts and favors, which is codified at Chapter 2, Division 2, Subdivision II, Section 574, and can be read in its entirety at www.municode.com.

J. LIVING WAGE ORDINANCE PREFERENCE (COOK COUNTY CODE, CHAPTER 34, SECTION 34-160;

Unless expressly waived by the Cook County Board of Commissioners, 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 annually by the Chief Financial Officer of the County, and shall be posted on the Chief Procurement Officer's website.

The term "Contract" as used in Section 4, I, of this EDS, 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.

SECTION 3

REQUIRED DISCLOSURES

1. DISCLOSURE OF LOBBYIST CONTACTS

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

Name	Address
Not Applicable (N/A)	

2. LOCAL BUSINESS PREFERENCE STATEMENT (CODE, CHAPTER 34, SECTION 34-230)

Local business means a Person, including a foreign corporation authorized to transact business in Illinois, having a bona fide establishment located within the County at which it is transacting business on the date when a Bid is submitted to the County, and which employs the majority of its regular, full-time work force within the County. A Joint Venture shall constitute a Local Business if one or more Persons that qualify as a "Local Business" hold interests totaling over 50 percent in the Joint Venture, even if the Joint Venture does not, at the time of the Bid submittal, have such a bona fide establishment within the County.

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

Yes: No:

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

625 W Adams St

Chicago, IL 60661

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

Yes: No:

3. THE CHILD SUPPORT ENFORCEMENT ORDINANCE (CODE, CHAPTER 34, SECTION 34-172)

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-5) and complete the Affidavit, based on the instructions in the Affidavit.

4. REAL ESTATE OWNERSHIP DISCLOSURES.

The Applicant 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 Applicant in Cook County:

PERMANENT INDEX NUMBER(S): _____

(ATTACH SHEET IF NECESSARY TO LIST ADDITIONAL INDEX NUMBERS)

OR:

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

5. EXCEPTIONS TO CERTIFICATIONS OR DISCLOSURES.

If the Applicant 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 Applicant must explain below:

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

COOK COUNTY DISCLOSURE OF OWNERSHIP INTEREST STATEMENT

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

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.

"Person" "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. A Person 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 CDW Government LLC

D/B/A: _____ FEIN # Only: 36-4230110

Street Address: 230 N Milwaukee Ave

City: Vernon Hills State: IL Zip Code: 60061

Phone No.: 800-808-4239 Fax Number: _____ Email: dariber@cdw.com

Cook County Business Registration Number: _____
(Sole Proprietor, Joint Venture Partnership)

Corporate File Number (if applicable): _____

Form of Legal Entity:

Sole Proprietor Partnership Corporation Trustee of Land Trust

Business Trust Estate Association Joint Venture

Other (describe) Limited Liability Company

Ownership Interest Declaration:

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

Name	Address	Percentage Interest in Applicant/Holder
CDW Government LLC is a wholly owned subsidiary of CDW LLC, a wholly owned subsidiary of CDW Corporation, Inc, a publicly traded company.		

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

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

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

Name	Address	Percentage of Beneficial Interest	Relationship
CDW Government LLC is a wholly owned subsidiary of CDW LLC, a wholly owned subsidiary of CDW Corporation, Inc, a publicly traded company.			

Corporate Officers, Members and Partners Information:

For all corporations, list the names, addresses, and terms for all corporate officers. For all limited liability companies, list the names, addresses for all members. For all partnerships and joint ventures, list the names, addresses, for each partner or joint venture.

Name	Address	Title (specify title of Office, or whether manager or partner/joint venture)	Term of Office
Please reference the attached list for all officers of CDW Government LLC.			
We are not able to provide personal addresses of corporate officers, as this information is considered personal and proprietary.			

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.

CDW GOVERNMENT LLC

Illinois Limited Liability Company: Organized 12/31/2009, Manager Managed (a wholly owned subsidiary of CDW LLC)

HISTORY: 12/31/09 Organized in Illinois under the name of CDWG LLC; 12/31/09 merged with CDW GOVERNMENT, INC. and changed its name to CDW Government LLC.

Principal Address: 230 N. Milwaukee Avenue, Vernon Hills, IL 60061

Board of Managers

Christine A. Leahy

Elizabeth H. Connelly

Robert F. Kirby

Board of Elected Officers

Robert F. Kirby

President

Elizabeth H. Connelly

Chief Commercial Officer

Albert J. Miralles

Senior Vice President and Chief Financial Officer

Peter R. Locy

Vice President, Controller and Chief Accounting Officer

Kevin W. White

Vice President, Treasurer and Assistant Secretary

Frederick J. Kulevich

Secretary

Timothy F. Chmielewski

Assistant Treasurer

Hilary R. Malina

Assistant Secretary

Christopher Olds

Assistant Secretary

Shannon A. Toolis

Assistant Secretary

Appointed Officers

Tara K. Barbieri

Vice President

Dario Bertocchi	Vice President
Benjamin A. Bourbon	Vice President
Kyle J. Caron	Assistant Treasurer
Marcos Christodonte II	Vice President - CISO
Michael T. Grisamore	Vice President
Randy C. Harris	Vice President
David C. Hutchins	Vice President
Jonathan Karl	Vice President
Jason Parry	Vice President
Imran Salim	Vice President
Joseph K. Simone	Vice President
Rebecca Wagner	Vice President

COOK COUNTY DISCLOSURE OF OWNERSHIP INTEREST STATEMENT SIGNATURE PAGE

Dario Bertocchi

VP Contracting Operations

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

Dario J. Bertocchi

Digitally signed by Dario J. Bertocchi
Date: 2024.10.09 12:06:23 -04'00'

Signature

dariber@cdw.com

E-mail address

Title

10/9/2024

Date

203.851.7049

Phone Number

Subscribed to and sworn before me
this 9th day of October, 2024.

My commission expires:

X Carmen Castro

Digitally signed by Carmen Castro
Date: 2024.10.09 12:09:36 -04'00'

Notary Public Signature

Carmen Castro

Notary Seal





COOK COUNTY BOARD OF ETHICS
69 W. WASHINGTON STREET, SUITE 3040
CHICAGO, ILLINOIS 60602
312/603-4304 Office 312/603-9988 Fax

FAMILIAL RELATIONSHIP DISCLOSURE PROVISION

Nepotism Disclosure Requirement:

Doing a significant amount of business with the County requires that you disclose to the Board of Ethics the existence of any familial relationships with any County employee or any person holding elective office in the State of Illinois, the County, or in any municipality within the County.

If you are unsure of whether the business you do with the County or a County agency will cross this threshold, err on the side of caution by completing the attached familial disclosure form because, among other potential penalties, any person found guilty of failing to make a required disclosure or knowingly filing a false, misleading, or incomplete disclosure will be prohibited from doing any business with the County for a period of three years.

The person that is doing business with the County must disclose his or her familial relationships. If the person on the County lease or contract or purchasing from or selling to the County is a business entity, then the business entity must disclose the familial relationships of the individuals who are and, during the year prior to doing business with the County, were:

- its board of directors,
its officers,
its employees or independent contractors responsible for the general administration of the entity,
its agents authorized to execute documents on behalf of the entity, and
its employees who directly engage or engaged in doing work with the County on behalf of the entity.

Do not hesitate to contact the Board of Ethics at (312) 603-4304 for assistance in determining the scope of any required familial relationship disclosure.

Additional Definitions:

'Familial relationship' means a person who is a spouse, domestic partner or civil union partner of a County employee or State, County or municipal official, or any person who is related to such an employee or official, whether by blood, marriage or adoption, as a:

- Parent, Child, Brother, Sister, Aunt, Uncle, Niece, Nephew, Grandparent, Grandchild, Father-in-law, Mother-in-law, Son-in-law, Daughter-in-law, Brother-in-law, Sister-in-law, Stepfather, Stepmother, Stepson, Stepdaughter, Stepbrother, Stepsister, Halfbrother, Halfsister

**COOK COUNTY BOARD OF ETHICS
FAMILIAL RELATIONSHIP DISCLOSURE FORM**

The Person Doing Business with the County **is an individual** and **there is a familial relationship** between this individual and at least one Cook County employee and/or a person or persons holding elective office in the State of Illinois, Cook County, and/or any municipality within Cook County. **The familial relationships are as follows:**

Name of Individual Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship*
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

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

The Person Doing Business with the County **is a business entity** and **there is a familial relationship** between at least one member of this business entity’s board of directors, officers, persons responsible for general administration of the business entity, agents authorized to execute documents on behalf of the business entity and/or employees directly engaged in contractual work with the County on behalf of the business entity, on the one hand, and at least one Cook County employee and/or a person holding elective office in the State of Illinois, Cook County, and/or any municipality within Cook County, on the other. **The familial relationships are as follows:**

Name of Member of Board of Director for Business Entity Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship*
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Name of Officer for Business Entity Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship*
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Name of Person Responsible for the General Administration of the Business Entity Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship*
---	--	--	----------------------------------

_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Name of Agent Authorized to Execute Documents for Business Entity Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship*
--	--	--	----------------------------------

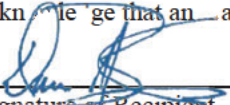
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Name of Employee of Business Entity Directly Engaged in Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship*
--	--	--	----------------------------------

_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

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

VERIFICATION: To the best of my knowledge, the information I have provided on this disclosure form is accurate and complete. I acknowledge that an accurate or incomplete disclosure is punishable by law, including but not limited to fines and debarment.



 Signature of Recipient

10/9/2024

 Date

SUBMIT COMPLETED FORM TO: Cook County Board of Ethics
 69 West Washington Street, Suite 3040, Chicago, Illinois 60602
 Office (312) 603-4304 – Fax (312) 603-9988
 CookCounty.Ethics@cookcountyil.gov

* Spouse, domestic partner, civil union partner or parent, child, sibling, aunt, uncle, niece, nephew, grandparent or grandchild by blood, marriage (*i.e.* in laws and step relations) or adoption.

SECTION 4

COOK COUNTY AFFIDAVIT FOR WAGE THEFT ORDINANCE

Effective May 1, 2015, every Person, **including Substantial Owners**, seeking a Contract with Cook County must comply with the Cook County Wage Theft Ordinance set forth in Chapter 34, Article IV, Section 179. Any Person/Substantial Owner, who fails to comply with Cook County Wage Theft Ordinance, may request that the Chief Procurement Officer grant a reduction or waiver in accordance with Section 34-179(d).

"Contract" means any written document to make Procurements by or on behalf of Cook County.

"Person" means any individual, corporation, partnership, Joint Venture, trust, association, limited liability company, sole proprietorship or other legal entity.

"Procurement" means obtaining supplies, equipment, goods, or services of any kind.

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

All Persons/Substantial Owners are required to complete this affidavit and comply with the Cook County Wage Theft Ordinance before any Contract is awarded. Signature of this form constitutes a certification the information provided below is correct and complete, and that the individual(s) signing this form has/have personal knowledge of such information. **County reserves the right to request additional information to verify veracity of information contained in this Affidavit.**

I. Contract Information:

Contract Number: 2410-06131
County Using Agency (requesting Procurement): Bureau of Technology

II. Person/Substantial Owner Information:

Person (Corporate Entity Name): CDW Government LLC
Substantial Owner Complete Name: CDW Corporation, Inc
FEIN# 36-4230110
Date of Birth: N/A E-mail address: dariber@cdw.com
Street Address: 230 N Milwaukee Ave
City: Vernon Hills State: IL Zip: 60061
Home Phone: [REDACTED]

III. Compliance with Wage Laws:

Within the past five years has the Person/Substantial Owner, in any judicial or administrative proceeding, been convicted of, entered a plea, made an admission of guilt or liability, or had an administrative finding made for committing a repeated or willful violation of any of the following laws:

- No *Illinois Wage Payment and Collection Act, 820 ILCS 115/1 et seq., YES or NO*
- No *Illinois Minimum Wage Act, 820 ILCS 105/1 et seq., YES or NO*
- No *Illinois Worker Adjustment and Retraining Notification Act, 820 ILCS 65/1 et seq., YES or NO*
- No *Employee Classification Act, 820 ILCS 185/1 et seq., YES or NO*
- No *Fair Labor Standards Act of 1938, 29 U.S.C. 201, et seq., YES or NO*
- No *Any comparable state statute or regulation of any state, which governs the payment of wages YES or NO*

If the Person/Substantial Owner answered "Yes" to any of the questions above, it is ineligible to enter into a Contract with Cook County, but can request a reduction or waiver under **Section IV**.

IV. Request for Waiver or Reduction

If Person/Substantial Owner answered "Yes" to any of the questions above, it may request a reduction or waiver in accordance with Section 34-179(d), provided that the request for reduction of waiver is made on the basis of one or more of the following actions that have taken place:

- No There has been a bona fide change in ownership or Control of the ineligible Person or Substantial Owner. YES or NO
- No Disciplinary action has been taken against the individual(s) responsible for the acts giving rise to the violation. YES or NO
- No Remedial action has been taken to prevent a recurrence of the acts giving rise to the disqualification or default. YES or NO
- No Other factors that the Person or Substantial Owner believe are relevant. YES or NO

The Person/Substantial Owner must submit documentation to support the basis of its request for a reduction or waiver. The Chief Procurement Officer reserves the right to make additional inquiries and request additional documentation.

V. Affirmation

The Person/Substantial Owner affirms that all statements contained in the Affidavit are true, accurate and complete.

Signature: Dario J. Bertocchi Digitally signed by Dario J. Bertocchi Date: 2024.10.09 12:05:06 -04'00' Date: 10/09/2024

Name of Person signing (Print): Dario Bertocchi Title: VP Contracting Operations

Subscribed and sworn to before me this 9th day of October, 2024

Carmen Castro

below

Notary Public Signature

Notary Seal

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

Carmen Castro



SECTION 5

CONTRACT AND EDS EXECUTION PAGE

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

Execution by Corporation

Corporation's Name

President's Printed Name and Signature

Telephone

Email

Secretary Signature

Date

Execution by LLC

CDW Government LLC

Dario Bertocchi 

LLC Name

*Member/Manager Printed Name and Signature

10/09/2024

203.851.7049 dariber@cdw.com

Date

Telephone and Email

Execution by Partnership/Joint Venture

Partnership/Joint Venture Name

*Partner/Joint Venturer Printed Name and Signature

Date

Telephone and Email

Execution by Sole Proprietorship

Printed Name Signature

Assumed Name (if applicable)

Date

Telephone and Email

Subscribed and sworn to before me this 9th day of October, 2024.

Carmen Castro Digitally signed by Carmen Castro Date: 2024.10.09 12:04:37 -04'00'

My commission expires:

02/28/2026

Notary Public Signature

Notary Seal



*If the operating agreement, partnership agreement or governing documents requiring execution by multiple members, managers, partners, or joint venturers, please complete and execute additional Contract and EDS Execution Pages.

**SECTION 6
COOK COUNTY SIGNATURE PAGE**

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

Raffi Sarrafian
Digitally signed by Raffi Sarrafian
Date: 2025.06.13 11:44:03 -05'00'

Cook County Chief Procurement Officer

Date

APPROVED AS TO FORM:

Brian Tracy

Assistant State's Attorney
(Required on contracts over \$1,000,000)

6/12/2025

Date

CONTRACT TERM & AMOUNT

2410-06131

Contract #

June 1, 2025 - May 31, 2030

Three (3) - One (1) Year renewals

Original Contract Term

Renewal Options (If Applicable)

\$163,250,906.00

Contract Amount

May 15, 2025

Cook County Board Approval Date (If Applicable)

**APPROVED BY THE BOARD OF
COOK COUNTY COMMISSIONERS
MAY 15 2025
COM _____**