

AMENDMENT NO. 4

This Amendment modifies Contract No. 13-28-026, for Computer Software and Equipment by and between the County of Cook, Illinois, herein referred to as "County" and CDW Government, LLC., authorized to do business in the State of Illinois hereinafter referred to as "Contractor":

RECITALS

Whereas, the County and Contractor have entered into a Contract approved by the County Board on May 8, 2013, (hereinafter referred to as the "Contract"), wherein the Contractor is to provide Computer Software and Equipment (hereinafter referred to as "Supplies and Services") from May 15, 2013 thru May 14, 2016, with two (2) one-year renewal options, in an amount not to exceed \$28,165,500.00; and

Whereas, Amendment No. 1 was approved by the County Board on April 29, 2015 for a scope change reducing the allowable mark-up to 1.5% from 5% for all manufacturer and product categories added to the agreement, and an increase in the amount of \$14,000,000.00;

Whereas, Amendment No. 2 was approved by the County Board on May 11, 2016 for continuation of services and an increase in the amount of \$19,500,000.00; and

Whereas, Amendment No. 3 was approved by the Chief Procurement Officer on September 23, 2016 for a scope change to amend the hourly rates for installation and training services performed by EMC Corporation for its proprietary software and equipment; and

Whereas, the Contract will expire May 14, 2017, and the agreed upon Supplies and Services are still required; and

Whereas, an increase and renewal are desired for the continuation of Supplies and Services; and

Whereas, an increase in the amount of \$17,000,000.00 is required for the continuation of Supplies and Services; and


Whereas, the County and Contractor desire to renew the Contract for twelve (12) months beginning on May 15, 2017 through May 14, 2018.

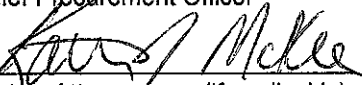
Now therefore, in consideration of mutual covenants contained herein, it is agreed by and between the parties to amend the Contract as follows:

1. The Contract is renewed through May 14, 2018.
2. The Contract is increased by \$17,000,000.00 and the Total Contract Amount is revised to \$78,665,500.00.
3. "Exhibit 1 – Attachment 1 – Price Proposal" of the Contract is hereby deleted in its entirety and replaced with "Exhibit 1 – Attachment 1 – Price Proposal" labeled Amendment No. 4 and included herein as Attachment A.
4. The Economic Disclosures Statement, Identification of Sub-Contractors/Suppliers/Sub-Consultants Form and MBE/WBE Utilization Plan forms in Attachment B are incorporated and made a part of this Contract.
5. All other terms and conditions remain as stated in the Contract.

In witness whereof, the County and Contractor have caused this Amendment No. 4 to be executed on the date and year last written below.

County of Cook, Illinois

By: 
Chief Procurement Officer

By: 
State's Attorney (if applicable)

CDW Government, LLC


Signed

Robert F. Kirby
Type or print name

VP Federal and State & Local

Title

Date: 31 May 2017

Date: 5/19/2017

ATTACHMENT A

Exhibit 1 – Attachment 1 – Price Proposal

**Exhibit 1 - Attachment 1 - Price Proposal
Amendment No. 4**

Manufacturer	Product Category	New 5th year cost*
Active Networks Inc.	Software and Maintenance	5% over CDW•G Landed Cost
Actuate (PB Views)	Software and Maintenance	5% over CDW•G Landed Cost
Adobe	Enterprise Products, Software and Maintenance	1% over CDW•G Landed Cost
Adobe	Standard Products and Maintenance	18% off MSRP
Adeptia	Software and Maintenance	3% over CDW•G Landed Cost
AirTight	Hardware	1% over CDW•G Landed Cost
AirTight	Hardware Warranty	3% over CDW•G Landed Cost
AirTight	Software and Maintenance	3% over CDW•G Landed Cost
AirTight	Professional Services	1% over CDW•G Landed Cost
Alertec	Hardware	1% over CDW•G Landed Cost
Alertec	Hardware Warranty	1% over CDW•G Landed Cost
Alfresco, Inc	Software and Maintenance	3% over CDW•G Landed Cost
All Manufacturers	Training	3% over CDW•G Landed Cost
Altova	Software and Maintenance	1% over CDW•G Landed Cost
Antiance	Software and Maintenance	1% over CDW•G Landed Cost
Apple	iPads	2% below CDW•G Advertised
Apple	iMacs	2% below CDW•G Advertised
Apple	Macbooks	2% below CDW•G Advertised
Apple	Warranties	2% below CDW•G Advertised
Apple	Software and Maintenance	3% over CDW•G Landed Cost
Applimation	Software and Maintenance	3% over CDW•G Landed Cost
Autodesk/AutoCAD Products	Software and Maintenance	3% over CDW•G Landed Cost
Avid	Software and Maintenance	3% over CDW•G Landed Cost
B2GNow – Certification & Compliance	Software and Maintenance	3% over CDW•G Landed Cost
BEA	Software and Maintenance	3% over CDW•G Landed Cost
Bentley System	Software and Maintenance	3% over CDW•G Landed Cost
Bindview	Software and Maintenance	2% over CDW•G Landed Cost
BottomLine	Software and Maintenance	5% over CDW•G Landed Cost
CheckPoint	Software and Maintenance	1% over CDW•G Landed Cost
Cisco	SMARTnet	1% over CDW•G Landed Cost
Cisco	Refurb Hardware/Software	1% over CDW•G Landed Cost
Cisco	New Hardware/Software	1% over CDW•G Landed Cost
Citrix	Hardware	25% off MSRP
Citrix	Hardware Warranty	0% off MSRP
Citrix Products	Software and Maintenance	3% over CDW•G Landed Cost
Cogix	Software and Maintenance	3% over CDW•G Landed Cost
Computer Associates	Software and Maintenance	1% over CDW•G Landed Cost
Corel	Software and Maintenance	1% over CDW•G Landed Cost
Coverity	Software and Maintenance	3% over CDW•G Landed Cost
Cyber Source (Payment Manager)	Software and Maintenance	3% over CDW•G Landed Cost
Day Software	Software and Maintenance	3% over CDW•G Landed Cost
Digital River Inc	Software and Maintenance	3% over CDW•G Landed Cost
Elixir	Software and Maintenance	1% over CDW•G Landed Cost

**Exhibit 1 - Attachment 1 - Price Proposal
Amendment No. 4**

EMC	Connectrix, Hardware, Peripherals, Maintenance and Related Software	40% off MSRP
EMC	Third Party Hardware, Software and Switches	21% off MSRP
EMC	Data Domain, Hardware, Peripherals, Maintenance and Related Software	29% off MSRP
EMC	Isilon, Hardware and Related Software	15.6% off MSRP
EMC	Isilon, Accessories	4.3% off MSRP
EMC	RSA Hardware	6.9% off MSRP
EMC	RSA Software	10.9% off MSRP
EMC	RSA Hardware and Software Maintenance	5.5% off MSRP
EMC	Professional Services	2% off MSRP
EMC	Atmos, Hardware, Peripherals, Maintenance and Related Software	45% off MSRP
EMC	DMX, Hardware, Peripherals, Maintenance and Related Software	55% off MSRP
EMC	VNXe, Hardware, Peripherals, Maintenance and Related Software	30% off MSRP
EMC	VNX, Hardware, Peripherals, Maintenance and Related Software	50% off MSRP
EMC	VPLEX, Hardware, Peripherals, Maintenance and Related Software	50% off MSRP
EMC	VMAX and VMAXe, Hardware, Peripherals, Maintenance and Related Software	64% off MSRP
EMC	ClariION, Centera and NAS, Hardware, Peripherals, Maintenance and Related Software	29% off MSRP
EMC	Hardware	3% over CDW•G Landed Cost
Emulex	Hardware Warranty	3% over CDW•G Landed Cost
Emulex	Software and Software Maintenance	5% over CDW•G Landed Cost
ESRI	Software and Maintenance	3% over CDW•G Landed Cost
Extensis	Networking Products and Maintenance	5% off MSRP
F5	Software and Maintenance	1% over CDW•G Landed Cost
Faronics	Hardware	3% over CDW•G Landed Cost
FireEye	Hardware Warranty	3% over CDW•G Landed Cost
FireEye	Software and Maintenance	3% over CDW•G Landed Cost
FireEye	Professional Services	3% over CDW•G Landed Cost
FireEye	Software and Maintenance	3% over CDW•G Landed Cost
Fuel Smart	Software and Maintenance	5% over CDW•G Landed Cost
Google	Software, Annual support and Maintenance	1% over CDW•G Landed Cost
GW Micro	Software and Maintenance	2% over CDW•G Landed Cost
Heartland Payment Systems	Software and Maintenance	1% over CDW•G Landed Cost
Hitachi	Cartridge Back-up Tapes	1% over CDW•G Landed Cost
HPE	Cartridge Back-up Tapes	
HPE	server/storage	
HPE	software	
HP Software- entire line except Network Node Manager	Software and Maintenance	5% over CDW•G Landed Cost
IBM (FileNet)	Professional Services	5% over CDW•G Landed Cost

**Exhibit 1 - Attachment 1 - Price Proposal
Amendment No. 4**

IBM (FileNet)	Software and Maintenance	3% over CDW•G Landed Cost
Ideascale (Subscription SW)	Software and Maintenance	1% over CDW•G Landed Cost
IDM Computer Solutions Inc	Software and Maintenance	3% over CDW•G Landed Cost
InfoBlox	Hardware	3% over CDW•G Landed Cost
InfoBlox	Hardware Warranty	3% over CDW•G Landed Cost
InfoBlox	Software and Maintenance	3% over CDW•G Landed Cost
Infor Enterprise Asset Management	Software and Maintenance	3% over CDW•G Landed Cost
Infor Hansen Community Development and Regulation (CDR) module with mobile and Dynamic Portal	Software and Maintenance	3% over CDW•G Landed Cost
Integrgraph Family & Products	Software and Maintenance	3% over CDW•G Landed Cost
Intellireach	Software, Annual Support and Maintenance	3% over CDW•G Landed Cost
Jaws	Hardware, Software and Maintenance	3% over CDW•G Landed Cost
Juniper Networks	Software and Maintenance	1% over CDW•G Landed Cost
LANDesk	Software and Maintenance	1% over CDW•G Landed Cost
Legato	Software and Maintenance	1% over CDW•G Landed Cost
Liferay	Software and Maintenance	3% over CDW•G Landed Cost
Livestream (Subscription SW)	Software and Maintenance	1% over CDW•G Landed Cost
Macromedia	Software and Maintenance	3% over CDW•G Landed Cost
MapInfo Location Intelligence and GIS Products -- Pitney Bowes	Software	3% over CDW•G Landed Cost
McAfee	Maintenance	3% over CDW•G Landed Cost
McAfee	Hardware	3% over CDW•G Landed Cost
McAfee	Hardware Warranty	3% over CDW•G Landed Cost
McAfee	Professional Services	3% over CDW•G Landed Cost
McAfee	Software and Maintenance	1% over CDW•G Landed Cost
MCL	Software and Maintenance	5% over CDW•G Landed Cost
MCM Technology	Software and Maintenance	3% over CDW•G Landed Cost
MetraTech Billing	Software and Maintenance	3% over CDW•G Landed Cost
MetraTech Law Case Management	Select and Enterprise Agreement Software, Maintenance and Software Assurance	17% off MSRP
Microsoft	Multipoint Server	12% off MSRP
Microsoft	Software and Maintenance	1% over CDW•G Landed Cost
Microsoft Academic Programs (pending Microsoft eligibility rules)	Software and Maintenance	3% over CDW•G Landed Cost
MIR3	Software and Maintenance	1% over CDW•G Landed Cost
Motorola	Software and Maintenance	5% over CDW•G Landed Cost
Neotys	Software and Maintenance	5% over CDW•G Landed Cost
Neotys Software	Software and Maintenance	5% over CDW•G Landed Cost
Netdimensions	Software and Maintenance	3% over CDW•G Landed Cost
Network Associates	Domain Name Registration subscription service	1% over CDW•G Landed Cost
Network Solutions	Software and Maintenance	1% over CDW•G Landed Cost
Novell MLA	Software and Maintenance	3% over CDW•G Landed Cost

**Exhibit 1 - Attachment 1 - Price Proposal
Amendment No. 4**

Novo Solutions	Software and Maintenance	1% over CDW•G Landed Cost
Nuance	M3000, M4000, M5000 and Warranties	20% off MSRP
Oracle	M8000, M9000, I/O Expansion and Warranties	30% off MSRP
Oracle	Software and Software Maintenance	1% over CDW•G Landed Cost
Oracle	Professional Services	1% over CDW•G Landed Cost
Oracle	Hardware and Maintenance	5% over CDW•G Landed Cost
Panasonic	Software and Maintenance	1% over CDW•G Landed Cost
PDF Complete	Software and Maintenance	3% over CDW•G Landed Cost
Qarbon	Software and Maintenance	3% over CDW•G Landed Cost
QAS (Experian)	Hardware	3% over CDW•G Landed Cost
Qlogic	Hardware Warranty	3% over CDW•G Landed Cost
Qlogic	Software and Maintenance	1% over CDW•G Landed Cost
Quark	Software and Maintenance	1% over CDW•G Landed Cost
RedHat	Software and Maintenance	5% over CDW•G Landed Cost
SafeNet	Hardware	5% over CDW•G Landed Cost
SafeNet	Hardware Warranty	5% over CDW•G Landed Cost
SafeNet	Software and Maintenance	3% over CDW•G Landed Cost
SAP	PVCS Version Manager	1% over CDW•G Landed Cost
Serena	Software and Maintenance	3% over CDW•G Landed Cost
SmallWorld Geospatial Solutions - General Electric	Software and Maintenance	5% over CDW•G Landed Cost
Socrata (Subscription SW)	Software and Maintenance	5% over CDW•G Landed Cost
Solarwind, Inc.	Software and Maintenance	1% over CDW•G Landed Cost
SPSS	Software and Maintenance	3% over CDW•G Landed Cost
SumTotal Time and Attendance	Software and Maintenance	1% over CDW•G Landed Cost
Symantec	Hardware	1% over CDW•G Landed Cost
Symantec	Hardware Warranty	1% over CDW•G Landed Cost
Symantec	Software and Maintenance	3% over CDW•G Landed Cost
TechSmith	Software and Maintenance	3% over CDW•G Landed Cost
Timetrade	Software, Annual Support and Maintenance	3% over CDW•G Landed Cost
Unlisted/Alternate Software Manufacturers	Software and Maintenance	3% over CDW•G Landed Cost
Verdiem	Software and Maintenance	1% over CDW•G Landed Cost
Veritas	Software and Maintenance	3% over CDW•G Landed Cost
Vertex	Software and Maintenance	2% over CDW•G Landed Cost
VMWare	Software and Maintenance	3% over CDW•G Landed Cost
Webfeat	Hardware Maintenance	3% over CDW•G Landed Cost
WebTech Wireless	Professional Services	3% over CDW•G Landed Cost
WebTech Wireless	Software and Maintenance	3% over CDW•G Landed Cost
WebTech Wireless	WinZip	1% over CDW•G Landed Cost
WinZip Computing	Software and Maintenance	1% over CDW•G Landed Cost
XORA	Hardware	1% over CDW•G Landed Cost
Zebra	Hardware Warranty	1% over CDW•G Landed Cost
Zebra	Software and Maintenance	1% over CDW•G Landed Cost
Zephyr	Software and Maintenance	1% over CDW•G Landed Cost
Cherwell		1% over CDW•G Landed Cost

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Amendment No. 4**

IMPERVA		1% over CDW•G Landed Cost
Idera SQL		1.5% over CDW•G Landed Cost
Lexis Nexis		1% over CDW•G Landed Cost
Real VNC	Hardware/Software/Maintenance	1% over CDW•G Landed Cost
Barracuda		1% over CDW•G Landed Cost
NetAPP	MobileIron security software license, maintenance and installation services	1% over CDW•G Landed Cost
MobileIron	Software & Maintenance	1% over CDW•G Landed Cost
Paessler PRTG		3% over CDW•G Landed Cost
Kaseya		1.5% over CDW•G Landed Cost
Hyland	Software, Maintenance & Cloud Services	1.5% over CDW•G Landed Cost
OnBase		1% over CDW•G Landed Cost
CyberArk		1% over CDW•G Landed Cost
Veramark		1% over CDW•G Landed Cost
Acronis		1% over CDW•G Landed Cost
Nintex		1% over CDW•G Landed Cost
Dragon Software		1% over CDW•G Landed Cost
Fulcrum Software		1% over CDW•G Landed Cost
Sage / Peachtree		2.5% over CDW•G Landed Cost
eFax		1% over CDW•G Landed Cost
AssureSign		1% over CDW•G Landed Cost
Snagit		1% over CDW•G Landed Cost
Fargo		1% over CDW•G Landed Cost
SmartDraw		3% over CDW•G Landed Cost
Flash		6% over CDW•G Landed Cost
Kodak		1.5% over CDW•G Landed Cost
Marklogic		1.5% over CDW•G Landed Cost
Palo Alto		1.5% over CDW•G Landed Cost
Veem		1.5% over CDW•G Landed Cost
Box		1.5% over CDW•G Landed Cost
Invisio		1.5% over CDW•G Landed Cost
Spider		1.5% over CDW•G Landed Cost
Rapid 7		1.5% over CDW•G Landed Cost
Guidance		1.5% over CDW•G Landed Cost
HelpSystems		1.5% over CDW•G Landed Cost
Passport		1.5% over CDW•G Landed Cost
Mainframe		1.5% over CDW•G Landed Cost
Tableau		1.5% over CDW•G Landed Cost
Apex		1.5% over CDW•G Landed Cost
Netbrain		1.5% over CDW•G Landed Cost
TurboCourt		1.5% over CDW•G Landed Cost
Fortinet/Forrtigate		1.5% over CDW•G Landed Cost
Sparx		1.5% over CDW•G Landed Cost
Salesforce		1.5% over CDW•G Landed Cost
Scribe		1.5% over CDW•G Landed Cost
SmartDraw		1.5% over CDW•G Landed Cost
Firemon		1.5% over CDW•G Landed Cost
EPMLive		1.5% over CDW•G Landed Cost

**Exhibit 1 - Attachment 1 - Price Proposal
Amendment No. 4**

Timemap		1.5% over CDW•G Landed Cost
Sanction		1.5% over CDW•G Landed Cost
Stava		1.5% over CDW•G Landed Cost
Apple Displays		1.5% over CDW•G Landed Cost
Babel		2.5% over CDW•G Landed Cost
Gigamon		2.5% over CDW•G Landed Cost
DG Technologies		2.5% over CDW•G Landed Cost
Threatstream		5% over CDW•G Landed Cost
Lintek		2.5% over CDW•G Landed Cost
Nutanix	Server/Storage and Maintenance	1.5% over CDW•G Landed Cost
Splunk	Software and Maintenance	1.5% over CDW•G Landed Cost
Proof Point	Software and Maintenance	1.5% over CDW•G Landed Cost
Tegile	Server/Storage and Maintenance	1.5% over CDW•G Landed Cost
Zertos	Software and Maintenance	1.5% over CDW•G Landed Cost

ATTACHMENT B

Economic Disclosures Statement

Identification of Sub-Contractors/Suppliers/Sub-Consultants Form

MBE/WBE Utilization Plan

**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 15-17
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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
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:
 120 S. Riverside Plaza, Chicago IL 60606

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 under Ownership Interest Declaration.

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

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

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

Identifying Information:

Name CDW Government LLC (CDW-G)
D/B/A: CDW-G FEIN # Only: 36-4230110
Street Address: 230 N. Milwaukee Avenue
City: Vernon Hills State: IL Zip Code: 60061
Phone No.: 800.808.4239 Fax Number: 847.465.6800 Email: jennpre@cdw.com

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

Corporate File Number (if applicable):

Form of Legal Entity:

- Form of Legal Entity: [] Sole Proprietor [] Partnership [X] Corporation [] Trustee of Land Trust
[] Business Trust [] Estate [] Association [] Joint Venture
[] Other (describe)

Ownership Interest Declaration:

1. List the name(s), address, and percent ownership of each 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 direct subsidiary of CDW LLC. CDW LLC owns 100% of CDW Government LLC.		

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

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 direct subsidiary of CDW LLC. CDW LLC owns 100% of CDW Government LLC.			

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 attached list for all officers of CDW Government LLC.			
We are not able to provide the personal addresses of corporate officers as this is private information			

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 Corporate Structure including International Entities
as of 5/19/2016**

Company	Title or Positions Held	Serving as Non-Employee Director	Outside Boards Company Name	Profit or Non-Profit
CDW GOVERNMENT LLC				
Illinois Limited Liability Company, Organized in 2009, managed and wholly owned subsidiary of CDW LLC				
Principal Address: 2400 N. Waukegan Avenue, Vernon Hills, IL 60061				
FEIN: 36-4230110				
IL File #: 02909235				
DUNS #: 0256157235				
NAICS #: 54113				
BOARD OF MANAGERS				
Thomas E. Richards				
Christina V. Rother				
BOARD ELECTED OFFICERS				
Thomas E. Richards	Chairman and Chief Executive Officer			
Christina V. Rother	President			
Douglas E. Eckrote	Senior Vice President - Strategic Solutions and Services			
Ann E. Ziegler	Senior Vice President and Chief Financial Officer			
Neil B. Fairfield	Vice President and Controller			
Robert J. Welyki	Vice President, Treasurer and Assistant Secretary			
Christine A. Leahy	Secretary			
Pooja Bansal	Assistant Treasurer	5/19/2016		
Timothy F. Chmielewski	Assistant Treasurer			
Mary Jo C. Georgen	Assistant Secretary			
Lora Laverty	Assistant Secretary			
Ann G. Mayberry	Assistant Secretary			
Shannon A. Toolis	Assistant Secretary			

COOK COUNTY DISCLOSURE OF OWNERSHIP INTEREST STATEMENT SIGNATURE PAGE

Robert F. Kirby

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

CDWG, VP Federal and State & Local

Title ²³

3/23/2017

Date

847.968.9898

Phone Number

Signature

bobkir@cdwg.com

E-mail address

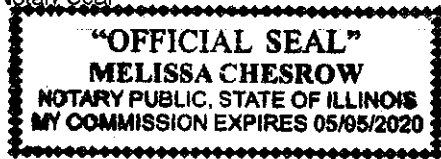
Subscribed to and sworn before me
this 23rd day of March 2017

My commission expires: 05/05/2020

x Melissa Chesrow

Notary Public Signature

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. The Ethics Ordinance defines a significant amount of business for the purpose of this disclosure requirement as more than \$25,000 in aggregate County leases, contracts, purchases or sales in any calendar year.

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 required disclosure should be filed with the Board of Ethics by January 1 of each calendar year in which you are doing business with the County and again with each bid/proposal/quotation to do business with Cook County. The Board of Ethics may assess a late filing fee of \$100 per day after an initial 30-day grace period.

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:

- | | | |
|----------------------------------|--|---------------------------------------|
| <input type="checkbox"/> Parent | <input type="checkbox"/> Grandparent | <input type="checkbox"/> Stepfather |
| <input type="checkbox"/> Child | <input type="checkbox"/> Grandchild | <input type="checkbox"/> Stepmother |
| <input type="checkbox"/> Brother | <input type="checkbox"/> Father-in-law | <input type="checkbox"/> Stepson |
| <input type="checkbox"/> Sister | <input type="checkbox"/> Mother-in-law | <input type="checkbox"/> Stepdaughter |
| <input type="checkbox"/> Aunt | <input type="checkbox"/> Son-in-law | <input type="checkbox"/> Stepbrother |
| <input type="checkbox"/> Uncle | <input type="checkbox"/> Daughter-in-law | <input type="checkbox"/> Stepsister |
| <input type="checkbox"/> Niece | <input type="checkbox"/> Brother-in-law | <input type="checkbox"/> Halfbrother |
| <input type="checkbox"/> Nephew | <input type="checkbox"/> Sister-in-law | <input type="checkbox"/> Halfsister |

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

A. PERSON DOING OR SEEKING TO DO BUSINESS WITH THE COUNTY

Name of Person Doing Business with the County: CDW Government LLC

Address of Person Doing Business with the County: 230 N. Milwaukee Avenue, Vernon Hills, IL 60061

Phone number of Person Doing Business with the County: 800.808.4239

Email address of Person Doing Business with the County: N/A

If Person Doing Business with the County is a Business Entity, provide the name, title and contact information for the individual completing this disclosure on behalf of the Person Doing Business with the County:
Jumana Dihu, Program Manager, 312.547.2495, jumdihu@cdwg.com

B. DESCRIPTION OF BUSINESS WITH THE COUNTY

Append additional pages as needed and for each County lease, contract, purchase or sale sought and/or obtained during the calendar year of this disclosure (or the proceeding calendar year if disclosure is made on January 1), identify:

The lease number, contract number, purchase order number, request for proposal number and/or request for qualification number associated with the business you are doing or seeking to do with the County: _____

Contract #13-28-026

The aggregate dollar value of the business you are doing or seeking to do with the County: \$ 61,665,500

The name, title and contact information for the County official(s) or employee(s) involved in negotiating the business you are doing or seeking to do with the County: _____

Jim Gavin, Contract Vendor Manager

The name, title and contact information for the County official(s) or employee(s) involved in managing the business you are doing or seeking to do with the County: _____

Jim Gavin, Contract Vendor Manager

C. DISCLOSURE OF FAMILIAL RELATIONSHIPS WITH COUNTY EMPLOYEES OR STATE, COUNTY OR MUNICIPAL ELECTED OFFICIALS

Check the box that applies and provide related information where needed

The Person Doing Business with the County is an individual and there is no familial relationship between this individual and any Cook County employee or any person holding elective office in the State of Illinois, Cook County, or any municipality within Cook County.

The Person Doing Business with the County is a business entity and there is no familial relationship between any 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 or employees directly engaged in contractual work with the County on behalf of the business entity, and any Cook County employee or any person holding elective office in the State of Illinois, Cook County, or any municipality within Cook County.

**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*
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

CONTRACT #:

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*
--	--	--	----------------------------------

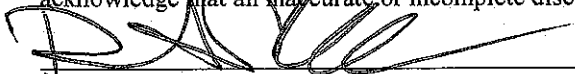
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

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 inaccurate or incomplete disclosure is punishable by law, including but not limited to fines and debarment.


Signature of Recipient

3/23/2017
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: 13-28-026

County Using Agency (requesting Procurement): Cook County

II. Person/Substantial Owner Information:

Person (Corporate Entity Name): CDW Government LLC

Substantial Owner Complete Name: CDW Government LLC

FEIN# 36-4230110

Date of Birth: N/A

E-mail address: _____

Street Address: 230 N. Milwaukee Avenue

City: Vernon Hills

State: Illinois

Zip: 60061

Home Phone: (800 808 - 4239)

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

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*
- No *Disciplinary action has been taken against the individual(s) responsible for the acts giving rise to the violation*
- No *Remedial action has been taken to prevent a recurrence of the acts giving rise to the disqualification or default*
- No *Other factors that the Person or Substantial Owner believe are relevant.*

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:

[Handwritten Signature]

Date: 3/23/2017

Name of Person signing (Print): Robert F. Kirby

Title: CDWG, VP Federal and State and Local

Subscribed and sworn to before me this 23rd day of March, 20 17

X *[Handwritten Signature]*

Notary Public Signature

Notary Seal

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



SECTION 5


CONTRACT AND EDS EXECUTION PAGE
PLEASE EXECUTE THREE ORIGINAL COPIES

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 _____ LLC Name	Robert F. Kirby  _____ *Member/Manager Printed Name and Signature
_____ Date	bobkir@cdwg.com 847.968.9898 _____ 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 and Signature	_____ Date
_____ Telephone	_____ Email

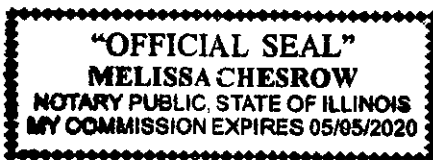
Subscribed and sworn to before me this
23rd day of March, 2017



Notary Public Signature

My commission expires: 05/05/2020

Notary Seal



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

<input checked="" type="checkbox"/>	OCPO ONLY: Disqualification 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.: 13-28-026	Date:
Total Bid or Proposal Amount: TBD	Contract Title: 13-28-026 for Computer hardware, software and services
Contractor: CDW Government LLC	Subcontractor/Supplier/ Subconsultant to be added or substitute: KBS Computer Services, Inc.
Authorized Contact for Contractor: Jumana DiHu	Authorized Contact for Subcontractor/Supplier/ Subconsultant: Anthony Kitchens
Email Address (Contractor): jumdihu@cdwg.com	Email Address (Subcontractor): tonyk@kbs.us.com
Company Address (Contractor): 230 N. Milwaukee Avenue	Company Address (Subcontractor): 8056 186th Street
City, State and Zip (Contractor): Vernon Hills, IL 60061	City, State and Zip (Subcontractor): Tinley Park, IL 60487
Telephone and Fax (Contractor): 312.547.2495	Telephone and Fax (Subcontractor): 708.720.5981 x159
Estimated Start and Completion Dates (Contractor):	Estimated Start and Completion Dates (Subcontractor):

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>
25% of all software sales, excluding Adobe, McAfee, Microsoft, Symantec and VMware	TBD

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

Robert F. Kirby

Name

CDWG VP Federal and State & Local

Title

Prime Contractor Signature

3/23/2017

Date



OFFICE OF CONTRACT COMPLIANCE

JACQUELINE GOMEZ

DIRECTOR

118 N. Clark, County Building, Room 1020 • Chicago, Illinois 60602 • (312) 603-5502

April 6, 2017

Ms. Shannon E. Andrews
Chief Procurement Officer
118 N. Clark Street
County Building-Room 1018
Chicago, IL 60602

Re: Contract No. 13-28-026 (Amendment No. 4)
Hardware, Software, Peripherals and Related Maintenance and Installation Services
Bureau of Technology

Dear Ms. Andrews:

The Office of Contract Compliance is in receipt of the above-reference contract amendment and has reviewed it for compliance with the Minority- and Women- owned Business Enterprises (MBE/WBE) Ordinance. After careful review, it has been determined this amendment is responsive to the Ordinance.

Bidder: CDW Government, LLC
Original Contract Value: \$28,165,500.00
Increased Contract Value: \$14,000,000.00 (Amendment No. 1)
New Contract Value: \$42,000,000.00
Increased Contract Value: \$19,500,000.00 (Amendment No. 2)
New Contract Value: \$61,665,500.00
Contract Extension: 12 months
New Contract Term: May 15, 2016 through May 14, 2017
Increased Contract Value: \$17,000,000.00 (Amendment No. 4)
New Contract Value: \$78,000,000.00
Contract Extension: 12 months
New Contract Term: May 15, 2017 through May 14, 2018
Contract Goal: 25% MBE/WBE

<u>MBE/WBE</u>	<u>Status</u>	<u>Certifying Agency</u>	<u>Commitment (Direct)*</u>
KBS Computer Services, Inc.	MBE (6)	Cook County	35%

*Commitment percentages are based on the new contract value.

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

Sincerely,

Jacqueline Gomez
Contract Compliance Director
JG/AE

cc: Richard Martinez, OCPO
Jim Gavin, BOT

Enclosure: Revised MBE/WBE Form

\$ Fiscal Responsibility ♡ Innovative Leadership ● Transparency & Accountability 📄 Improved Services

TONI PRECKWINKLE

PRESIDENT

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17th District

MBE/WBE LETTER OF INTENT - FORM 2

M/WBE Firm: KBS Computer Services, Inc.

Certifying Agency: State of Illinois (Cook County)

Contact Person: Anthony Kitchens

Certification Expiration Date: DEC 2020

Address: 8056 W. 186th Street

Ethnicity: AFRICAN AMERICAN

City/State: Tinley Park, IL Zip: 60487

Bid/Proposal/Contract #: 13-28-026

Phone: 708.720.5881 x159 Fax: 708.298.5807

FEIN #: 36-4155944

Email: tonyk@kbs.us.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)

Software

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

Dollar Amount: Depend on contract sales

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

Terms of Payment: NET 30 days * Email confirmation sent as well

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.

David W. Herman
Signature (M/WBE)

Robert F. Kirby
Signature (Prime Bidder/Proposer)

Anthony Kitchens/DAVID W. HERMAN
Print Name

Robert F. Kirby
Print Name

KBS Computer Services, Inc.
Firm Name

CDW Government LLC
Firm Name

3/27/2017
Date

3/23/2017
Date

Subscribed and sworn before me

this 27th day of March, 2017

Notary Public Erica C. Bell

Subscribed and sworn before me

this 23rd day of March, 2017

Notary Public Melissa Chesrow

