



**OFFICE OF THE PURCHASING AGENT  
COUNTY OF COOK**

118 NORTH CLARK ST. ROOM 1018  
CHICAGO, ILLINOIS 60602-1375  
(312) 603-5370

PURCHASE ORDERED ISSUED TO

815268  
Taleo Corporation  
4140 Dublin Blvd Ste 400  
Dublin CA 94568

THIS PURCHASE ORDER NUMBER  
MUST APPEAR ON ALL PACKAGES,  
INVOICES, SHIPPING PAPERS AND  
DROP SHIPMENTS.

DATE  
12/16/2009  
F.O.B. POINT

PURCHASE ORDER NO.  
170466 - 000- OP

REQUISITION NO.  
00089039 07

COOK COUNTY FEIN: 36-6006541  
ILLINOIS SALES TAX EXEMPT: E-9998-2013-04  
FEDERAL EXCISE TAX EXEMPT CERT: 36-75-D038K

LINE	FURNISH THE FOLLOWING SUPPLIES AND/OR SERVICE	QUANTITY/ UOM	UNIT PRICE	EXTENDED PRICE	ACCOUNT NUMBER
7.00	CONTINGENCY AS PER CONTRACT NO. 09-41-351 CONTRACT PERIOD: 10-15-09 THRU 10-14-2013 AUTHORIZED BY COUNTY BOARD 10-6-09 AMOUNT AUTHORIZED: \$2,000,000.00	.00 LO	.0000	100,512.00	71520620.560451.8300
***** Total Order *****				2,000,000.00	

# Purchase Requisition

Office of the Purchasing Agent  
Cook County of Illinois

Purchase Order Number  
**170466**

Requisition # **07 89039** Contract # **04-41-351** Open Date

Ship To: 8000447 Human Resources - Administrative  
Cook County Building  
118 N. Clark Street RM 840  
CHICAGO IL 60602-1302

Supplier: 815268 Taleo Corporation  
4140 Dublin Blvd Ste 400  
Dublin CA 94568

Buyer Number 724150 Supervisor 40  
Bid/Sole Src Code SSV  
Business Unit 71520620  
Internal Req Number Req90320021  
Board Apr Date & Item 11/30/2009  
Requisition Date 11/30/2009  
Date Needed 11/30/2009

One Time Purchase Yes No Covers Need for \_\_\_\_\_ months. Specific Period of time \_\_\_\_\_ thru \_\_\_\_\_ Prior Contract No. \_\_\_\_\_ Expiration Date \_\_\_\_\_ Emergency No. \_\_\_\_\_

Line # Commodity Description Bal. on Hand Quantity UOM Est. Unit Cost Extended Cost Business Unit and Object Account

1.000 961 Set Up Fee VICES < > 1.00 EA 10,000.0000 10,000.00 71520620.560451.8300

The Bureau of Human Resources Hereby Requests that the Purchasing Agent be Authorized to Negotiate Project Definition Services, Implementation Services, and System Licenses, and at the Appropriated Schedules of Compensation to be Engaged with the Taleo Corporation.  
The Taleo Corporation will provide the services of housing, maintaining and providing support services for the automated recruiting, hiring and on-boarding system for Cook County. This system will automate the candidate staffing process, allowing candidates to apply on line.  
Estimated Impact: \$2,000,000.00  
Requisition Number: 90320021  
Budget Account: 71520620

2.000 961 Maintenance First Year VICES < > 4.00 EA 55,442.2500 221,769.00 71520620.560451.8300

3.000 961 Maintenance Second Year VICES < > 4.00 EA 77,500.0000 310,000.00 71520620.560451.8300

4.000 961 Maintenance Third Year VICES < > 4.00 EA 77,500.0000 310,000.00 71520620.560451.8300

### CERTIFICATION

I hereby certify that the items and/or services above are necessary to this department (or institution) and that the dept. no., account & activity numbers indicated above accurately reflect the specific line item budget appropriation approved by the Board of County Commissioners and there is a sufficient unencumbered balance in the account to grant same.

CCA

APPROVED BUDGETARY ACCOUNT

PURCHASING USE ONLY

**ON BUDGET HOLD**

Name: \_\_\_\_\_  
Date: 12-16-09

Removed BH: Shaw/2009 12-16-2009

Please return these documents to The Office of the Purchasing Agent

09 DEC -8 PM 2:40

RECEIVED  
OFFICE OF THE PURCHASING AGENT

REQUISITIONER

BUREAU or DEPARTMENT HEAD

*[Signature]*  
12-5-09

ACCT # \_\_\_\_\_  
DATE \_\_\_\_\_ BY \_\_\_\_\_

# Purchase Requisition

Office of the Purchasing Agent  
Cook County of Illinois

Purchase Order Number

Requisition # 07 89039 Contract #

Open Date

Ship To: 8000447 Human Resources - Administrati  
Cook County Building  
118 N. Clark Street RM 840  
CHICAGO IL 60602-1302

Delivery Instructions:  
Debra McConville 312-603-6595  
Rm 840

Supplier: 815268 Taleo Corporation  
4140 Dublin Blvd Ste 400  
Dublin CA 94568

Buyer Number 724150 Supervisor 40  
Bid/Sole Src Code SSV  
Business Unit 71520620  
Internal Req Number R990320021  
Board Apr Date & Item  
Requisition Date 11/30/2009  
Date Needed 11/30/2009

One Time Purchase Yes No Covers Need for months, Specific Period of time thru

Prior Contract No.

Expiration Date

Emergency No.

Line # 5.000 961 Maintenance Fourth Year  
6.000 961 Implementation Fee

VICES VICES

< > < >  
4.00 EA 77,500.0000  
1.00 MO 800,000.0000

310,000.00 71520620.560451.8300  
800,000.00 71520620.560451.8300

Total of Items Ordered 1,961,769.00

### CERTIFICATION

I hereby certify that the items and/or services above are necessary to this department (or institution) and that the dept. no., account & activity numbers indicated above accurately reflect the specific line item budget appropriation approved by the Board of County Commissioners and there is a sufficient unencumbered balance in the account to grant same.

CCA

APPROVED BUDGETARY ACCOUNT

PURCHASING USE ONLY

REQUISITIONER

BUREAU or DEPARTMENT HEAD

ACCT #

DATE BY

**BUREAU OF HUMAN RESOURCES continued**

**AGREEMENTS continued**

**ITEM #57**

**APPROVED**

Transmitting a Communication, dated September 23, 2009 from

JOSEPH SOVA, Chief, Bureau of Human Resources

requesting authorization for the Purchasing Agent to negotiate and enter into a Joint Purchasing Agreement for a professional services contract on behalf of Cook County with Taleo Corporation ("Taleo"), Alameda, California, to provide an automated recruiting, hiring, and onboarding system that can be used countywide including the Health System, separately elected officials and the Cook County Forest Preserve District.

Taleo offers a nationally recognized automated recruiting, hiring and onboarding system to both private and public organizations, including numerous healthcare organizations and hospital systems. Taleo is currently engaged by the City of Chicago to provide hosting and maintenance support services so that the City of Chicago ("City") has an automated recruiting, hiring and onboarding system. On September 30, 1996, the City engaged the services of Taleo to perform various Project Definition Services and as a result made certain analyses and recommendations to the City concerning the use of Taleo's software services for the purpose of improving the City's hiring processes. After considering Taleo's recommendations, on February 20, 2007, the City amended its original agreement to provide for the implementation of Taleo's software services and to have Taleo provide hosting, and maintenance support services so that the City would have an automated recruiting, hiring and onboarding system.

Due to Taleo's familiarity and experience with providing automated hiring in both private and public organizations as well as healthcare institutions and its successful relationship in implementing the City's automated hiring system, the Bureau of Human Resources hereby requests that the Purchasing Agent and the Bureau of Human Resources be authorized to negotiate project definition services, implementation services, system licenses, and the appropriate schedules of compensation to engage Taleo in the provision and implementation of Taleo Software services as well as the hosting, maintenance and support services to provide for the automated recruiting, hiring and onboarding system for Cook County.

Estimated Fiscal Impact: \$2,000,000.00. Contract Period: October 15, 2009 through October 14, 2013. (715/032-579 Account). Requisition No. 90320021.

Previous approval of this item was included in the Capital Equipment Program approved by the Cook County Board of Commissioners on June 2, 2009.

**TRANSFER OF FUNDS**

**ITEM #58**

**APPROVED**

Transmitting a Communication from

JOSEPH SOVA, Chief, Bureau of Human Resources

requesting approval by the Board of Commissioners to transfer funds totaling \$16,000.00 from and to the accounts listed below.

Reason: Transportation and Other Travel Expenses for Employees - There will be an increase in outside travel for the Bureau's employees to attend union negotiations, labor issues and grievance hearings.

Medical Consultation Services - Price increases and an increase in usage of medical laboratory services has occurred.

Medical, Dental, and Laboratory and Supplies - Price increases of drug testing metabolites and medical supplies was not anticipated.

# Purchase Requisition

## Office of the Purchasing Agent

Cook County of Illinois

Purchase Order Number

**Requisition # 07 89039 Contract #**

Open Date

Ship To: 8000447 Human Resources - Administrat  
Cook County Building  
118 N. Clark Street RM 840  
CHICAGO IL 60602-1302

Supplier: 815288 Taleo Corporation  
4140 Dublin Blvd Ste 400  
Dublin CA 94568

Buyer Number 724150 Supervisor 40  
Bid/Sole Src Code SSV  
Business Unit 71520620  
Internal Req Number Req90320021  
Board Apr Date & Item 11/30/2009  
Requisition Date 11/30/2009  
Date Needed 11/30/2009

One Time Purchase Yes No Covers Need for months. Specific Period of time thru Prior Contract No. Expiration Date Emergency No.

Line #	Commodity Description	Bal. on Hand	Quantity	UOM	Est. Unit Cost	Extended Cost	Business Unit and Object Account
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1,000	961 Set Up Fee	<	>	1.00	EA	10,000.000	10,000.00 71520620.560451.8300
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The Bureau of Human Resources hereby Requests that the Purchasing Agent be Authorized to Negotiate Project Definition Services, Implementation Services, and System Licenses, and at the Appropriated Schedules of Compensation to be Engaged with the Taleo Corporation.  
The Taleo Corporation will provide the services of housing, maintaining and providing support services for the automated recruiting, hiring and on-boarding system for Cook County. This system will automate the candidate staffing process, allowing candidates to apply on line.  
Estimated Impact: \$2,000,000.00  
Requisition Number: 90320021  
Budget Account: 71520620

2,000	961 Maintenance First Year	<	>	4.00	EA	55,442.2500	221,789.00 71520620.560451.8300
3,000	961 Maintenance Second Year	<	>	4.00	EA	77,500.0000	310,000.00 71520620.560451.8300
4,000	961 Maintenance Third Year	<	>	4.00	EA	77,500.0000	310,000.00 71520620.560451.8300

**CERTIFICATION**

I hereby certify that the items and/or services above are necessary to the department for institution and that the dept. no., account & activity numbers indicated above accurately reflect the specific line item budget appropriation approved by the Board of County Commissioners and there is a sufficient unencumbered balance in the account to grant same.

CCA

APPROVED BUDGETARY ACCOUNT

PURCHASING USE ONLY

ACCT #

DATE BY

REQUISITIONER BUREAU or DEPARTMENT HEAD

*Kevin Curry*

# Purchase Requisition

Office of the Purchasing Agent  
Cook County of Illinois

Purchase Order Number

Requisition # **07**      89039      Contract #

Open Date

Ship To: 8000447      Human Resources - Administrative  
Cook County Building  
118 N. Clark Street RM 840  
CHICAGO IL 60602-1302

Delivery Instructions:  
Debra McConville 312-603-6595  
Rm 840

Supplier: 815268      Taleo Corporation  
4140 Dublin Blvd      Ste 400  
Dublin CA 94568

Buyer Number      724150 Supervisor 40  
Bid/Sole Src Code      SSV  
Business Unit      71520620  
Internal Req Number      Req90320021  
Board Apr Date & Item  
Requisition Date      11/30/2009  
Date Needed      11/30/2009

One Time Purchase  Yes  No Covers Need for \_\_\_\_\_ months. Specific Period of time \_\_\_\_\_ thru \_\_\_\_\_  
Prior Contract No. \_\_\_\_\_      Expiration Date \_\_\_\_\_      Emergency No. \_\_\_\_\_

Line #	Commodity	Description	Bal. on Hand	Quantity	UOM	Est. Unit Cost	Extended Cost	Business Unit and Object Account
5.000	961	Maintenance Fourth Year	<	>	4.00	EA	77,500.0000	310,000.00      71520620.560451.8300
6.000	961	Implementation Fee	<	>	1.00	MO	73,771.9	800,000.0000      71520620.560451.8300
							Total of Items Ordered	1,037,000.00
								73,771.9
								100,512
								2,000,000

*Contingency*

### CERTIFICATION

I hereby certify that the items and/or services above are necessary to this department (or institution) and that the dept. no., account & activity numbers indicated above accurately reflect the specific line item budget appropriation approved by the Board of County Commissioners and there is a sufficient unencumbered balance in the account to grant same.

CCA

APPROVED BUDGETARY ACCOUNT

PURCHASING USE ONLY

REQUISITIONER \_\_\_\_\_ BUREAU or DEPARTMENT HEAD \_\_\_\_\_

DATE \_\_\_\_\_ BY \_\_\_\_\_

ACCT # \_\_\_\_\_



**OFFICE OF THE PURCHASING AGENT  
COUNTY OF COOK**

118 NORTH CLARK ST. ROOM 1018  
CHICAGO, ILLINOIS 60602-1375  
(312) 603-5370

THIS PURCHASE ORDER NUMBER  
MUST APPEAR ON ALL PACKAGES,  
INVOICES, SHIPPING PAPERS AND  
DROP SHIPMENTS.

PURCHASE ORDERED ISSUED TO  
815268

Taleo Corporation  
4140 Dublin Blvd Ste 400  
Dublin CA 94568

DATE  
12/16/2009  
F.O.B. POINT

PURCHASE ORDER NO.  
**170466 - 000- OP**  
REQUISITION NO.  
00089039 07

COOK COUNTY FEIN: 36-6006541  
ILLINOIS SALES TAX EXEMPT: E-9998-2013-04  
FEDERAL EXCISE TAX EXEMPT CERT: 36-75-D038K

**SHIP TO** Human Resources - Administration  
Cook County Building  
118 N. Clark Street RM 840  
CHICAGO IL 60602-1302

**DELIVERY INSTRUCTIONS**

DEBRA McCONVILLE 312-  
603-6595

DEPT NO	
71520620	Page 1 of 2

LINE	FURNISH THE FOLLOWING SUPPLIES AND/OR SERVICE	QUANTITY/ UOM	UNIT PRICE	EXTENDED PRICE	ACCOUNT NUMBER
1.00	<p>PROFESSIONAL SERVICES - TO PROVIDE AN AUTOMATED RECRUITING, HIRING AND ONBOARDING SYSTEM TO BE USED COUNTYWIDE INCLUDING THE HEALTH SYSTEM, ELECTED OFFICIALS, AND THE COOK COUNTY FOREST PRESERVE</p> <p>Description SET UP FEE</p> <p>The Bureau of Human Resources Hereby Requests that the Purchasing Agent be Authorized to Negotiate Project Definition Services, Implementation Services, and System Licenses, and at the Appropriated Schedules of Compensation to be Engaged with the Taleo Corporation.</p> <p>The Taleo Corporation will provide the services of housing, maintaining and providing support services for the automated recruiting, hiring and on-boarding system for Cook County. This system will automate the candidate staffing process, allowing candidates to apply on line.</p> <p>Estimated Impact: \$2,000,000.00 Requisition Number: 90320021 Budget Account: 71520620 TERM: BEGINS UPON SIGNING OF CONTRACT</p>	1.00 EA	10,000.0000	10,000.00	71520620.560451.8300
2.00	FIRST YEAR MAINTENANCE	4.00 EA	55,442.2500	221,769.00	71520620.560451.8300
3.00	SECOND YEAR MAINTENANCE	4.00 EA	77,500.0000	310,000.00	71520620.560451.8300
4.00	THIRD YEAR MAINTENANCE	4.00 EA	77,500.0000	310,000.00	71520620.560451.8300
5.00	FOURTH YEAR MAINTENANCE	4.00 EA	77,500.0000	310,000.00	71520620.560451.8300
6.00	IMPLEMENTATION FEE	1.00 MO	737,719.0000	737,719.00	71520620.560451.8300

NOTE: VENDOR AGREES NOT TO EXCEED THE QUANTITY OR DOLLAR AMOUNT OF THIS ORDER WITHOUT WRITTEN AUTHORIZATION FROM THE PURCHASING AGENT

**RECEIPT CERTIFICATION (FOR DEPARTMENT USE ONLY)**

I hereby certify that I have received the goods/services reflected above and that the items referenced are in full conformity with the purchase order/contract.

I hereby certify that this purchase is in agreement with the requisition on file authorizing the expenditure and is properly approved.

**PURCHASING AGENT**

Date:

*[Signature]* 12-22-09

Authorized Signature: \_\_\_\_\_

Date: \_\_\_\_\_



TODD H. STROGER, PRESIDENT  
BOARD OF COUNTY COMMISSIONERS

CARMEN K. TRICHE-COLVIN  
PURCHASING AGENT

COUNTY OF COOK  
**OFFICE OF THE PURCHASING AGENT**

118 NORTH CLARK STREET  
CHICAGO, ILLINOIS 60602  
(312) 603-5370

December 28, 2009

Taleo Corporation  
4140 Dublin Blvd., Suite 400  
Dublin, CA 94568  
Attn: Michael Gregnire

Ref: Contract No: 09-41-351

Enclosed please find your copy of the above referenced contract.

This contract has been approved by the Board of Commissioners and signed by the proper officials on behalf of Cook County.

Cordially,

A handwritten signature in cursive script that reads "Carmen K. Triche-Colvin".

Carmen K. Triche-Colvin  
Purchasing Agent

CKTC/cm

Enclosure

Cc: Joe Sova



**CONTRACT FOR SERVICE**

**DOCUMENT NO. 09-41-351**



**AUTOMATED RECRUITING, HIRING, AND ONBOARDING SYSTEM, HOUSING,  
MAINTENANCE AND SUPPORT SERVICES  
FOR  
COOK COUNTY BUREAU OF HUMAN RESOURCES**

**WITH: TALEO CORPORATION**

**BOARD OF COMMISSIONERS  
COUNTY OF COOK  
TODD H. STROGER, PRESIDENT**

**ISSUED BY THE  
OFFICE OF THE PURCHASING AGENT**

**APPROVED BY BOARD OF  
COOK COUNTY COMMISSIONERS**

**DEC 15 2009**

**COM \_\_\_\_\_**

**PART I**  
**CONTRACT**

**Cook County On-Line Application System Contract**  
**Between Cook county and Taleo Corporation**

**This Contract** ("Contract") is made and entered into by and between the County of Cook, Illinois, a body politic and corporate of the State of Illinois, ("County") on behalf of its Bureau of Human Resources and Taleo Corporation ("Taleo" or "Contractor"), pursuant to authorization by the Cook County Board of Commissioners, as evidenced by the Board authorization letter attached hereto as Exhibit 9, Board Authorization Letter. The County and Taleo are to be collectively referred to herein as the "Parties."

**WHEREAS**, the Bureau of Human Resources (the "Bureau") comprises a comprehensive, integrated human resource system working with and advising many operating units within Cook County as well as the Cook County Health and Hospital System and the Cook County Forest Preserve District; and

**WHEREAS**, the Bureau desires to engage Taleo so Taleo may bring its experience in providing hiring solutions to support Cook County's hiring and talent management programs and to provide a robust, scalable, secure and reliable solution to enable the Bureau to manage all hiring and talent management from a single integrated platform with enterprise level scale and local flexibility to include; recruiting, assessments, onboarding and performance management.

**WHEREAS**, the Bureau desires to engage Taleo to perform Project Definition Services, analysis and recommendations to the County concerning the use of Taleo's software services for the purpose of improving the County's hiring processes, improving the sourcing of candidates to increase the number and quality of candidates, decrease the time necessary to hire staff, improve monitoring and control to ensure that the County hiring process is objective, transparent, and fully auditable; and

**WHEREAS**, the Bureau desires to engage Taleo in the implementation of Taleo's software services and to have Taleo provide hosting and maintenance and support services all in the manner as specified herein so that the County will have an automated recruiting, hiring, and onboarding system meeting the requirements of this Contract; and

**WHEREAS**, Taleo has successfully implemented its software services for other customers on a similar scale and with similar complexity including the City of Chicago;

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

**I. SCOPE OF CONTRACT**

Pursuant to this Contract, Taleo shall provide the online application(s) specified herein, along with certain consulting services related to such online application(s) to support Cook County's hiring and talent management programs and, to the extent specified in Part III of the Contract, to provide a scalable, secure and reliable solution to enable the Bureau, Cook County Health and Hospital System and Forest Preserve District to manage all hiring and talent management from an integrated platform with enterprise level scale and local flexibility to include; recruiting, assessments, onboarding and performance management.

## **II. CONTRACT TERM**

The Effective Date of this Contract shall be December 22, 2009 or upon authorization from the Cook County Board of Commissioners whichever occurs sooner as evidenced by signature of a representative of the County on this Contract, provided that the Contractor has executed the Contract. Promptly following the Effective Date, the Contractor shall commence the provision of Services for a term of forty-eight (48) months thereafter. Thereafter, the parties may mutually agree to extend this Contract, subject to the prior authorization of the Cook County Board of Commissioners and to a written agreement of the terms that shall be applicable during the period of such extension.

## **III. PAYMENT**

Payment to Taleo by the County shall be as set forth in Part III, Special Conditions as well as Exhibits 4, 5, and 6. The Fees set forth in Part III, Special Conditions and Exhibits 4, 5 and 6, shall be Contractor's sole compensation for the Services provided under this Contract. The total amount of payment in accordance with this Contract shall not exceed two million dollars (\$2,000,000.00).

## **IV. CONTRACT DOCUMENTS**

This Contract incorporates the following documents:

- Part I: Contract For On-Line Application System
- Part II: General Conditions
- Part III: Special Conditions
- Exhibits 1-9

## **V. ORDER OF PRECEDENCE; COMPLETE AGREEMENT**

The contract documents are intended to be read as consistently as possible. However, in the event that there is a conflict between or among any of the documents specified in Section IV above, the order of precedence of the documents shall be as follows:

- (1) Part I, Contract For On-Line Application System
- (2) Part III, Special Conditions
- (3) Exhibits 1-7

- (4) Part II, General Conditions
- (5) Exhibit 8: Cook County Certification and Execution Forms
- (6) Exhibit 9: Board Authorization Letter

The parties agree that this Contract is the complete agreement between the parties and replaces any prior oral or written agreement or communications between the parties relating to the subject matter thereof.

**PART II**  
**GENERAL CONDITIONS**

**CONTENTS**

GC-01 FUNDS	SUBCONTRACTING OR ASSIGNMENT OF CONTRACT OR CONTRACT
GC-02	PERSONNEL
GC-03	INSURANCE
GC-04	INSPECTION AND RESPONSIBILITY
GC-05	INDEMNIFICATION
GC-06	PAYMENT
GC-07	PREPAID FEES
GC-08	TAXES
GC-09	PRICE REDUCTION
GC-10	CONTRACTOR CREDITS
GC-11	DISPUTES
GC-12	DEFAULT
GC-13	COUNTY REMEDIES
GC-14	CONTRACTOR REMEDIES
GC-15	DELAYS
GC-16	MODIFICATIONS AND AMENDMENTS
GC-17	PATENTS, COPYRIGHTS AND LICENSES
GC-18	COMPLIANCE WITH THE LAWS
GC-19	MINORITY AND WOMEN BUSINESS ENTERPRISES
GC-20	MATERIAL DATA SAFETY SHEET
GC-21	CONDUCT OF THE CONTRACTOR

- GC-22 ACCIDENT REPORTS
- GC-23 USE OF THE COUNTY PREMISES
- GC-24 TERMINATION OF CONVENIENCE AND SUSPENSION OF CONTRACT
- GC-25 GENERAL NOTICE
- GC-26 GUARANTEES AND WARRANTIES
- GC-27 STANDARD OF DELIVERABLES
- GC-28 DELIVERY
- GC-29 QUANTITIES
- GC-30 CONTRACT INTERPRETATION
- GC-31 CONFIDENTIALITY AND OWNERSHIP OF DOCUMENTS
- GC-32 AUDIT; EXAMINATION OF RECORDS
- GC-33 GOVERNING LAW
- GC-34 WAIVER
- GC-35 ENTIRE CONTRACT
- GC-36 FORCE MAJEURE OR UNAVOIDABLE DELAYS
- GC-37 INDEPENDENT CONTRACTOR STATUS; NO THIRD PARTY BENEFICIARIES
- GC-38 COOPERATION WITH INSPECTOR GENERAL

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## GC-01 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 Purchasing Agent, which approval shall not be unreasonably withheld. The County acknowledges that delay in, or withholding of, approval may negatively impact Contractor's completion dates for its services, and may negatively impact Contractor's ability to meet agreed percentages of MBE/WBE participation. Consequently, any such delays or participation targets shall be excused to the extent the County delays or withholds its approval. In no case, however, shall such approval relieve the Contractor from its obligations or change the terms of the Contract. The Contractor shall not transfer or assign any Contract funds or any interest therein due or to become due without the advance written approval of the Purchasing Agent. The unauthorized subcontracting or assignment of the Contract, in whole or in part, or the unauthorized transfer or assignment of any Contract funds, either in whole or in part, or any interest therein, which shall be due or are to become due the Contractor shall have no effect on the County and are null and void.

Prior to the commencement of the Contract, the Contractor shall identify in writing to the Purchasing Agent any and all subcontractors it intends to use in the performance of the Contract. The Purchasing Agent shall have the right to disapprove any subcontractor. Identification of subcontractors to the Purchasing Agent shall be in addition to any communications with County offices other than the Purchasing Agent. All subcontractors shall be informed of this Contract and will comply with the terms of this Contract to the same extent as if the subcontractor were an employee of Contractor.

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

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

## GC-02 PERSONNEL

See Article 2.12 of Part III of the Contract.

## GC-03 INSURANCE

Contractor shall purchase and maintain at all times during the term of this Contract insurance coverage of the types below with limits no less than those indicated. All insurance required hereunder shall name the County as an additional insured unless such designation is unavailable due to commercial practices in the insurance industry as to a particular type of coverage. Without limitation of the foregoing, in no event will an Errors and Omissions Liability Insurance policy name the County as an additional insured. Contractor shall deliver to the County satisfactory certificates evidencing compliance with this insurance provision prior to commencing performance under the Contract as follows:

Required Insurance Coverage. Throughout the term of this Contract, Contractor shall maintain in force, at minimum, the insurance coverage described below. Any exceptions must be approved by the County.

- (a) Commercial General Liability Insurance, including Products/Complete Operations and Advertising Injury coverage, with a minimum combined single limit of \$1 million per occurrence and minimum general aggregate limit of \$2 million; Subcontractors performing Services for Contractor must maintain Commercial General Liability Insurance, including Products/Complete Operations and Advertising Injury coverage, with limits of not less than \$1,000,000 per occurrence.
- (b) Umbrella Liability Insurance, including Products/Complete Operations and Advertising Injury coverage, with a minimum limit of \$2 million per occurrence and minimum aggregate amount of \$2 million;
- (c) Workers' Compensation Insurance and Employers' Liability Insurance or any alternative plan or coverage as permitted or required by applicable law;
- (d) Errors and Omissions Liability Insurance covering the liability for financial loss due to error, omission or negligence of Contractor with a minimum amount of \$2 million;
- (e) Comprehensive Automotive Liability Insurance covering use of all non-owned and hired automobiles with a minimum combined single limit of \$2 million per occurrence for bodily injury and property damage liability;
- (f) "All Risk" Property Insurance in an amount equal to the replacement value of the Equipment as to which Contractor bears the risk of loss;
- (g) Fidelity/Crime Coverage and Blanket Employee Dishonesty and Computer Fraud Insurance for loss arising out of or in connection with fraudulent or dishonest acts committed by the employees of Contractor, acting alone or in collusion with others, in a minimum amount of

\$2 million which, together with applicable layers of excess coverage, equals or exceeds \$2 million per loss;

(h) Should the Contractor subcontract any portion of the work, Contractor will require that all subcontractors carry insurance(s) in the amounts set forth in this General Condition except as approved in writing by the Bureau Chief, with the exception of errors and omissions liability coverage maintained by Contractor which shall endorse professional services subcontractors as additional insureds.

(i) Extended Coverage: If any of the insurance coverage required under this Agreement is written on a claims-made basis, the insurance policy shall provide an extended reporting period of not less than two (2) years following the termination of this Agreement or completion of Contractor's work specified in this Agreement, which ever is later.

(j) Liability Beyond Coverage: Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve Contractor for any liability, whether within, outside, or in excess of such coverage, and regardless of solvency or insolvency of the insurer that issues the coverage; nor shall it preclude County from taking such other actions as are available to it under any other provision of this Agreement or otherwise in law, subject to the limitation of liability provisions.

(k) Receipt by the County of evidence of insurance that does not comply with above requirements shall not constitute a waiver of the insurance requirements in this Section. Contractor shall maintain the above insurance coverage in full force and effect, during the term of the contract, including any extensions, and for a period of two (2) years thereafter. If for any reason such policy insurer cancels or fails to renew such policy, Contractor shall promptly notify County's Risk Manager and purchase a replacement policy containing substantially the same terms as such policy and including a "Prior Acts Coverage Endorsement" effective from the Effective Date.

#### GC-04 INSPECTION AND RESPONSIBILITY

See Article 2.10 of Part III of the Contract.

#### GC-05 INDEMNIFICATION

See Article 2.13 of Part III of the Contract.

#### GC-06 PAYMENT

All invoices submitted by the Contractor shall be in accordance with the cost provisions contained in the Contract Documents and shall contain a detailed description of the Deliverables for which payment is requested. All invoices shall be submitted together with a properly completed County Voucher form (29A). Invoices for new charges shall not include "past due"

amounts, if any, which amounts must be set forth on a separate invoice. No payments shall be made with respect to invoices which do not include the County Voucher form or which otherwise fail to comply with the requirements of this paragraph. Contractor shall not be entitled to invoice the County for any late fees or other penalties for late payment.

#### GC-07 PREPAID FEES

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

#### GC-08 TAXES

See Article 5.5 of Part III of the Contract.

#### GC-09 PRICE REDUCTION

Intentionally left blank.

#### GC-10 CONTRACTOR CREDITS

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

#### GC-11 DISPUTES

Except as otherwise provided in this Contract, Contractor and the County may bring any dispute arising under the Contract between the County and Contractor which is not resolved by the parties to be decided by the Purchasing Agent. The complaining party shall submit a written statement detailing the dispute and specifying the specific relevant Contract provision(s) to the Purchasing Agent. Upon request of the Purchasing Agent, the party complained against shall respond to the complaint in writing within fifteen days of such request. The Purchasing Agent will reduce his decision to writing and mail or otherwise furnish a copy thereof to the Contractor and the Director of the Using Department. Dispute resolution as provided herein shall be a condition precedent to any other action at law or in equity. However, unless a notice is issued by the Purchasing Agent 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 Purchasing Agent of a dispute. No inference shall be drawn from the absence of a decision by the Purchasing Agent. Notwithstanding a dispute, the parties shall

continue to discharge their obligations, duties and responsibilities set forth in the Contract during any dispute resolution proceeding unless otherwise agreed to by the other party in writing. GC-12 DEFAULT

See Article 7 of Part III of the Contract.

#### GC-13 COUNTY'S REMEDIES

See Article 7.2 of Part III of the Contract.

#### GC-14 CONTRACTOR'S REMEDIES

See Article 7.6 of Part III of the Contract

#### GC-15 DELAYS

Contractor agrees that no charges or claims for damages shall be made by Contractor for any delays or hindrances from any cause whatsoever during the progress of any portion of this Contract. Notwithstanding the foregoing, the County acknowledges that delays may result in costs associated with additional services (e.g. project management) needed as a result of any such delay or due to rescheduling or repurchasing of resources used in provision of the services. The provision of any such additional services required will remain subject to the total amount of payment limitation set out in Article III of Part I of this Contract.

#### GC-16 MODIFICATIONS AND AMENDMENTS

The parties may from time to time during the term of the Contract make modifications and amendments to the Contract but only as provided in this section. Such modifications and amendments shall only be made by mutual agreement in writing. Modifications and amendments which individually or cumulatively result in additional cost of \$1,000.00 or greater or which extend the term of the Contract by thirty (30) days or more shall not be deemed as authorized without the approval of the Cook County Board of Commissioners. Modifications and amendments which increase cost by less than \$1,000.00 or which do not extend the term of the Contract by more than thirty (30) days may only be made with the written approval of the Purchasing Agent.

Subject to the foregoing, the Director of the Using Department may, by written order, make changes with respect to the dates of delivery and places of performance of the Contract, provided that any such changes shall not increase the Contract price or the time required for Contract performance.

Contractor is hereby notified that, except for modifications and amendments which are made in accordance with this Section GC-16, Modifications and Amendments, no County department or employee thereof has authority to make any modification or amendment to this Contract.

## GC-17 PATENTS, COPYRIGHTS AND LICENSES

See Article 2.13, 2.14 and 2.15 of Part III of the Contract.

## GC-18 COMPLIANCE WITH THE LAWS

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

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

## GC-19 MINORITY AND WOMEN BUSINESS ENTERPRISES

### I. POLICY AND GOALS

A. It is the policy of the County of Cook to prevent discrimination in the award of or participation in the County contracts and to eliminate arbitrary barriers for participation, as both prime and subcontractors, in such contracts by local businesses certified as Minority Business Enterprises (MBE) and Women- Owned Business Enterprises (WBE). In furtherance of this policy, the Cook County Board of Commissioners has adopted a Minority-and-Women-Owned Business Enterprise Ordinance (the "Ordinance") which establishes a "best efforts" goal of awarding not less than thirty-five percent (35%) of the annual total dollar amount of professional, consulting service and sole source contracts and agreements to certified MBEs and WBEs.

B Proposer may achieve the MBE/WBE participation goals by its status as a MBE or WBE; by entering into a joint venture with one or more MBEs and/or WBEs; by subcontracting a portion of the work to one or more MBEs or WBEs; by entering into a Mentor-Protégé Agreement with a MBE or WBE; by the indirect participation of MBEs or WBEs in other aspects of the Proposer's business; or by a combination of the foregoing.

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

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

## II. REQUIRED SUBMITTALS

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

### A. MBE/WBE Participation Documentation

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

1. A Utilization Plan identifying all firms intended to be utilized to fulfill the goals;

the MBE/WBE status of each firm; the name, address, e-mail address and telephone number of the contact person for each MBE/WBE firm; the dollar value of the goods and services to be provided by the MBE/WBE firm; and the dollar value expressed as a percentage (%) of the total value of the purposed contract. (See Section I)

2. A Letter of Intent for each MBE/WBE containing specific information regarding goods to be provided or services to be performed by the MBE/WBE; the dollar value of the goods or services, the percentage (%) of the dollar value; and the original signatures of the appropriate officer for both the Proposer and the MBE/WBE. (See Exhibit II)

3. Current Letter of Certification for each MBE/WBE firm. Acceptable certifying agencies are: Cook County, Illinois Unified Certification Program (IUCP) and U. S. Small Business Administration. (SBA) (8A) or any other governmental body or agency approved by the Contract Compliance Administrator as applying certification standards substantially similar to those applied by the County of Cook may also be accepted.

4. Waiver/Goal Reduction Petition must be included at the time of the submission of the Proposal document. Where the Proposer does not include all documentation in support of the Petition at the time of submission, such documentation must be submitted to the Office of Contract Compliance not less than three (3) business days after the submission date.

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

### B. Use of MBE/WBE Professionals

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

### C. Affirmative Action Plan

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

### III. NON-COMPLIANCE

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

### IV. REPORTING/RECORD KEEPING REQUIREMENTS

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

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

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

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

Annual Contracts: monthly reporting from both Prime and Sub-Contractors.

Multi Year Contracts: quarterly reporting from both Prime and Sub-Contractors including proof of payments.

One time purchases require verification of proof of payment immediately.

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

### V. EQUAL EMPLOYMENT OPPORTUNITY

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

Any questions regarding this document should be directed to:

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

#### GC-20 MATERIAL DATA SAFETY SHEET

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

#### GC-21 CONDUCT OF THE CONTRACTOR

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

#### GC-22 ACCIDENT REPORTS

Contractor shall provide the Purchasing Agent and the Director of the Using Department with prompt written notification (no later than twenty-four (24) hours) of any occurrence, on County premises or otherwise, which pertains in any way to this Contract and which results in either bodily injury to employees or third parties or property damage. The report shall include the name of person(s) injured, if any; name of the injured person's employer, if any; the date, time and location of the occurrence; description of the extent of injury and/or damage; the name(s) of witnesses; the names of any providers known to have provided treatment for injuries sustained; and such other information as may be required by the County. The Contractor shall notify the local police regarding any occurrence requiring an official police record. The report submitted to

the County should indicate whether the police were notified and, if so, the number of the police report.

#### GC-23 USE OF COUNTY PREMISES AND RESOURCES

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

#### GC-24 TERMINATION FOR CONVENIENCE AND SUSPENSION OF CONTRACT

See Article 7.6 of Part III of the Contract.

#### GC-25 GENERAL NOTICE

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

##### TO THE COUNTY:

COOK COUNTY PURCHASING AGENT

118 North Clark Street, Room 1018

Chicago, Illinois 60602

(Include County Contract Number in all notices)

##### TO THE CONTRACTOR:

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

#### GC-26 GUARANTEES AND WARRANTIES

See Article 6.1 of Part III of the Contract.

#### GC-27 STANDARD OF DELIVERABLES

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

#### GC-28 DELIVERY

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

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

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

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

#### GC-29 QUANTITIES

Intentionally left blank.

#### GC-30 CONTRACT INTERPRETATION

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

#### GC-31 CONFIDENTIALITY AND OWNERSHIP OF DOCUMENTS

See Articles 2.14 and 2.17 of Part III of the Contract.

#### GC-32 AUDIT; EXAMINATION OF RECORDS

See Article 2.16 of Part III of the Contract.

#### GC-33 GOVERNING LAW

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

#### GC-34 WAIVER

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

#### GC-35 ENTIRE CONTRACT

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

#### GC-36 FORCE MAJEURE OR UNAVOIDABLE DELAYS

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

#### GC-37 INDEPENDENT CONTRACTOR STATUS; NO THIRD PARTY BENEFICIARIES

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

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

#### GC-38 COOPERATION WITH INSPECTOR GENERAL

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

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

**PART III**  
**SPECIAL CONDITIONS**

**ARTICLE 1. DEFINITIONS**

**1.1 Definitions**

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

**"Acceptance Criteria"** has the meaning set forth in Section 5 of Exhibit 1.

**"Additional Services"** means those services which are within the general scope of Services of this Contract, but beyond the description of services required under Exhibits 1 and 3, and all services reasonably necessary to complete the Additional Services to the standards of performance required by this Contract. Any Additional Services requested by the Department require the approval of the County in a written amendment under GC-16 of this Contract before Contractor is obligated to perform those Additional Services and before the County becomes obligated to pay for those Additional Services.

**"Approved Purposes"** means the use of the System for County's hiring management and human capital management processes by Authorized Users.

**"Applicant" or "Candidate"** means an individual who is seeking employment in any capacity other than as a temporary worker employed by a third party agency.

**"Applicant Data" or "Candidate Data"** means any and all information inputted or uploaded to the System by or on behalf of an Applicant or Candidate(s).

**"Authorized User"** means an employee of either the County, an agency of the County, a Cook County elected public official, the Cook County Forest Preserve District, the Cook County Health and Hospital System, or a Third-Party Contractor retained by the County that has been given the necessary access rights (e.g., a user name and Password assigned by County) to use the System for the Approved Purposes.

**"Bureau"** means the County Bureau of Human Resources.

**"Career Section"** means the functionality of the System that is available to the general public via the internet and enables candidates to search and apply for permanent employment. The Career Section is hosted by Contractor and will be framed by and integrated with a County web page that is hosted by County and/or be accessible through a link on a County web page.

**"Chief of the Bureau of Human Resources" or "Bureau Chief"** means the Chief of the Cook County Bureau of Human Resources, and any representative authorized in writing to act on the Bureau Chief's behalf.

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

**"County Contact Person"** means the Chief of the Cook County Bureau of Human Resources and his or her four designees.

**"County Data"** means any and all information, including without limitation, Candidate Data, job postings data, Candidate screening criteria, and all other information provided, inputted, or uploaded to the System by an Authorized User, Candidate, or by any other party on behalf of an Authorized User, Candidate, or County.

**"Confidential Information"** has the meaning set forth in Section 2.19.

**"Deliverable"** has the meaning set forth in Section 2.10.

**"Detailed Hiring Provisions"** and **"Detailed Hiring Provisions for Compliance with the Supplemental Relief Order in *Shakman*"** means a hiring plan instituted in order to comply with the Supplemental Relief Order or related litigation barring political considerations in the hiring process.

**"Disabling Device"** means any timer, clock, counter, or other limiting design or routine or uncorrected known vulnerability that may cause software or any data generated or used by it to be erased, become inoperable or inaccessible, or that may otherwise cause such software to become temporarily or permanently incapable of performing in accordance with this Contract, including, without limitation any Disabling Device that is triggered after use or copying of such software or a component thereof a certain number of times, or after the lapse of a period of time, or in the absence of a hardware device or after the occurrence or lapse of any other triggering factor or event or due to external input, including across a computer network. Disabling Device includes software commonly referred to as a virus, worm, trojan horse, or backdoor.

**"Documentation"** means, collectively, all user manuals and technical requirements manuals in written, printed, or electronic format that are generally provided by Taleo to Customers in connection with the System. Documentation does not include County generated materials and information.

**"Hosting Services"** means the hosting services described in Exhibit 3.

**"Implementation Services"** means the services described in Section 2.3 and Exhibit 1, including but not limited to Education Services.

**"Maintenance and Support Services"** means the services described in Exhibit 3.

**"Module"** means a software component of the Software comprised of a set of features designed for a specific purpose that is part of the System as specified herein.

**"New Products"** means products, modules, or components which may be used in connection with the System or as stand alone products and which are not part of an Update, Upgrade, or other modification to the System that is generally provided to Contractor customers as part of the Maintenance and Support Services. New Products may include products/services complementary to the System that are provided by a Contractor third-party contractor and resold by Contractor, or products/services developed by Contractor directly.

**"Operational Services"** means Maintenance and Support Services and Hosting Services.

**"Password"** means a unique password which permits access to the System and is assigned by the County to each Authorized User by County in conjunction with Taleo.

**"Project Definition Services"** means the services described in Section 2.2 and Exhibit 1.

**"Plan of Compliance"** means a County developed plan to comply with the Shakman Decree barring political influence in the County hiring process that has been approved by the federal court and that may be changed via the process outlined in the Detailed Hiring Provisions.

**"Purchasing Agent"** means the Chief Purchasing Officer of the County and any representative duly authorized in writing to act on his/her behalf.

**"Services"** means, collectively, the Project Definition Services, Implementation Services and other services described in this Contract, including any Exhibits, statements of work, and other attachments, and all work necessary to complete them or carry them out fully and to the standard of performance required in this Contract. The term "Services" does not include the System.

**"Software"** means the Taleo Software and Third Party Software.

**"Subcontractor"** means any person or entity with whom Contractor contracts to provide any part of the Services, including subcontractors and sub Contractors of any tier, suppliers and materials providers, whether or not in privity with Contractor.

**"System"** means the Software and Operational Services.

**"Taleo Software"** means Contractor's proprietary software applications and Modules as each is licensed to the County, as specified in this Contract, including all modifications, Updates and Upgrades to such software applications.

**"Third-Party Contractor"** means any contractor retained by the County to provide goods and/or services to the County.

**"Third Party Software"** means software embedded within the Taleo Software or software that is a part of the infrastructure used to provide the Hosting Services in which a party other than Taleo has an ownership interest.

**"Update"** means functional enhancements, error corrections, or fixes to the System that are generally made available free of charge to Contractor's customers that have contracted for Maintenance and Support, which is included in the standard annual service fee for System. The term Update shall not include New Products.

**"Upgrade"** means a release or version of the Taleo Software that contains major functional additions and that is generally made available free of charge to Contractor's customers. Upgrades are noted by a change in the version number of the Taleo Software. The term Upgrade shall not include New Products.

**"Users"** means Authorized Users and Candidates.

## **1.2 Interpretation**

(a) The term "include" (in all its forms) means "include, without limitation" unless the context clearly states otherwise.

(b) All references in this Contract to Articles, Sections or Exhibits, unless otherwise expressed or indicated are to the Articles, Sections or Exhibits of this Contract.

(c) Words importing persons include firms, associations, partnerships, trusts, corporations, and other legal entities, including public bodies, as well as natural persons.

(d) Any headings preceding the text of the Articles and Sections of this Contract, and any table of contents or marginal notes appended to it, are solely for convenience or reference and do not constitute a part of this Contract, nor do they affect the meaning, construction, or effect of this Contract.

(e) 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.

(f) All references to a number of days mean calendar days, unless indicated otherwise.

## **1.3 Incorporation of Exhibits**

The following attached Exhibits are made a part of this Contract and the Special Conditions:

EXHIBIT 1	Implementation Services
EXHIBIT 2	Intentionally Left Blank
EXHIBIT 3	System Licenses
EXHIBIT 4	Schedule of Compensation for Project Definition Services
EXHIBIT 5	Taleo Connect Integrations using Taleo Connect
EXHIBIT 6	Schedule of Compensation for System Licenses
EXHIBIT 7	Requirements for HIPAA

## ARTICLE 2. SCOPE OF SERVICES

**2.1 Generally.** Subject to the terms and conditions of this Contract, Contractor must provide the necessary and appropriate resources to perform all of the Services in accordance with this Contract, which Services shall result in the County receiving a System consistent with the terms of this Contract, including the warranties set forth in this Contract (the provision of Services, System, Documentation, and Deliverables as described in this Contract shall be collectively referred to as the "Project"). The Services that Contractor must provide include, but are not limited to, those described in the Exhibits hereto, which are attached to this Contract and incorporated by reference as if fully set forth herein. Notwithstanding anything to the contrary elsewhere in this Contract, the parties agree that the Services to be performed by Contractor with respect to any particular portion of the Project, and with respect to the Project as a whole, shall be deemed to include not only Services and Deliverables specifically delineated in this Contract and the Exhibits and Attachment hereto, but also such other tasks, activities, responsibilities, and services as may be reasonably understood to be required in order to deliver such specifically delineated Services and Deliverables.

All Contractor performance must be in accordance with the terms and conditions of this Contract and as set forth in the Exhibits hereto. Contractor must also at all times, unless necessary or appropriate for the implementation of the System in accordance herewith or expressly directed otherwise by County, minimize customizations, modifications, and extensions of Software that are unique to County.

### 2.2 Intentionally Left Blank.

### 2.3 Implementation Services

(a) Generally. The Implementation Services shall consist of the performance of the tasks and activities described in Exhibit 1 (such services are also referred to as the "Implementation Phase"), or as otherwise agreed upon by the parties. All such performance during the Implementation Phase shall be in accordance with the tasks and milestones, if any, contained in Exhibit 1 (each as revised in accordance with the Implementation Phase Project Plan defined in Exhibit 1). Such Implementation Services will include: (i) design, configuration and conversion; (ii) Education Services (as defined in Exhibit 1); and (iii) software integration.

(b) Acceptance Testing. Contractor shall at all times utilize complete and thorough testing procedures and appropriate acceptance criteria, all of which shall be subject to review and approval by County. In addition, County will conduct acceptance testing in accordance with the provisions of Exhibit 1, and no Deliverables shall be deemed completed until all applicable Acceptance Criteria and acceptance testing set forth in this Contract or otherwise mutually agreed upon by the parties in writing have been successfully met.

**2.4 Failure to Meet Milestones.** The parties recognize and agree that time of performance is critical for a successful implementation of the System and for the performance of all of Contractor's obligations hereunder. The parties may elect to organize Exhibits or future exhibits for the delivery of Services or future services around designated milestones. To such event, the parties may agree to provisions governing the delivery of services including the provisions below:

(a) If County reasonably determines that it is likely that a milestone will not be met because of a failure of Contractor to perform its obligations hereunder, or if any milestone is not met because of a failure of Contractor to perform its obligations hereunder, then in addition to any other rights and remedies that may be available to County as provided in this Contract, Contractor, at no additional cost to County and at County's option, shall provide to County such additional Contractor personnel as may be required or necessary to fulfill Contractor's obligations with respect to such milestone;

(b) In addition, upon the failure to meet any milestones because of the failure of Contractor to perform its obligations hereunder, the Fees associated with such milestone, as specified in the fee exhibit for such services, shall be reduced by an amount to be specified in the exhibit governing such services. In addition to the foregoing, County shall be entitled to withhold any and all payments otherwise due from County to Contractor hereunder until such milestone is achieved. Any such provisions will be reflected in the exhibit governing the delivery of services. In no event shall such reduction be County's sole and exclusive remedy with respect to any failure of Contractor to comply with the applicable milestones. Contractor will not be deemed to have missed a milestone if the failure to meet such milestone is due solely to the failure of the County to perform an act that it is required to perform under this Contract or due to a Force Majeure event.

## **2.5 Operational Services**

(a) **Hosting Services.** Contractor shall make the System available to County on a hosted basis pursuant to and in accordance with the Hosting Services described in Exhibit 3.

(b) **Maintenance and Support Services.** Contractor must provide to County the Maintenance and Support Services for the System described in Exhibit 3. Contractor must coordinate and resolve all: (i) non-conformities with the Documentation and (ii) other performance issues that are within the control of Contractor that result in failure to meet a Service Level set forth in this Contract. Contractor must provide at no additional cost to the County all services necessary to maintain the System so that the System functions in accordance with the applicable Documentation.

(c) **Service Levels.** Contractor shall provide the System and perform all of its obligations related to the Operational Services at levels at least in accordance with the service levels set forth in Exhibit 3. Contractor shall measure and report its and the System's performance against the service levels as set forth in Exhibit 3, including Hosting Performance Metrics and technical support response times.

(d) Updates and Upgrades. During the Term of this Contract, Contractor must provide the County, at no charge to the County, any and all standard Updates and Upgrades relating to the System.

(e) Viruses; Disabling Devices. Contractor must use industry best practices regularly to identify, screen, and prevent any Disabling Device in the System and shall not itself intentionally or negligently install or suffer the installation of any Disabling Device in the System. Contractor must assist County in reducing the effects of any Disabling Device discovered in the System. County must use reasonable practices regularly to identify, screen, and prevent any Disabling Device in content uploaded to the Software by County and shall not itself intentionally or negligently install any Disabling Device in the System. For purposes of this definition, "reasonable practices" are achieved by the County providing a currently supported, industry standard anti-virus software program for all computers assigned to Authorized Users and that also resides on County servers and provides for scheduled virus definition updates at both the server and desktop computer level.

(f) Disaster Recovery. Contractor shall provide the County with a copy of its current disaster recovery plan ("Disaster Recovery Plan") prior to execution of this Amended and Restated Contract as set forth in this subsection. Contractor shall not modify the Disaster Recovery Plan in any manner that may reduce the likelihood of its effectiveness to the County without County's prior written approval. In addition, Contractor shall, subject to the limitations set forth in Exhibit 3: (i) allow County or its appointed agent to annually conduct in-person reviews of Contractor's Disaster Recovery Plan; (ii) provide County with a copy of any third party certification report(s) that review Contractors' Disaster Recovery Plan when such report(s) is made available to Contractor; (iii) allow County or its designated agent on an annual basis to audit, test, and review the Disaster Recovery Plan procedures; and (iv) permit County to test County's backup data communications links to Contractor's disaster recovery facility on an annual basis.

(g) Documentation. At all times throughout the Term, Contractor shall provide to County sufficient information, including complete documentation for all training content, for substantiation of choices made by County as requested, and for all set-ups and other such actions and choices made by Contractor or County with respect to the implementation of the System. Contractor shall provide such documentation for all Upgrades and Updates to or replacements of the Software on or around the date of implementation thereof.

**2.6 Root-Cause Analysis.** In addition to providing Maintenance and Support within the time frames specified in Exhibit 3, Contractor must, within twenty (20) days after Contractor's discovery of, or, if earlier, Contractor's receipt of a notice from County in respect of Contractor's failure to provide the System in accordance with this Contract, promptly: (i) perform a root-cause analysis ("Root-Cause Analysis") to identify the cause of such failure; (ii) use commercially reasonable efforts to correct such failure; (iii) provide County with a written report detailing the cause of, and procedure for correcting, such failure; and (iv) provide County with reasonable evidence that such failure will not recur. The correction of any failure, or portion thereof, within the control of Contractor shall be performed entirely at Contractor's expense.

**2.7 Non-Exclusivity.** Nothing herein shall prevent County from providing for itself or obtaining from any third party, at any time during the term or thereafter, any type of products or services in any way similar or related to the Services, Deliverables, the System, or any other products or services. In the event that County elects to provide for itself (or engage third parties to provide for County) any such similar or related products or services, Contractor must provide to County, or its chosen service provider, such reasonable cooperation and assistance, and access to the employees and subcontractors of Contractor, as is necessary to enable and facilitate the integration and interfacing of such other products and services with the System and the Services. Such services will be at fees mutually agreed upon by the parties. Contractor must not interfere with, or take any action against, either County or any such third party from whom County obtains, or seeks to obtain, any such products or services merely on the basis of County's decision to obtain such products or services. This section shall not be construed to require Contractor to engage in a major deployment of resources for work outside the scope of the Services set forth in this Contract. Nothing in this provision shall be deemed as an obligation for Contractor to provide confidential or proprietary information to a Contractor Competitor, as defined in Section 3.3 and set forth in Exhibit 3, and this provision shall not entitle the County to provide any such Contractor Competitor with access to Contractor confidential or proprietary data without Contractor's consent.

**2.8 Change Orders.** If County requires a change to the Services being provided under this Contract (a "Change Order"), County's Project Manager shall deliver to Contractor's Project Manager a written request for a proposal to implement such Change Order, specifying the proposed change with reasonably sufficient detail to enable Contractor to evaluate it. Within five (5) business days (or, if the requested change cannot reasonably be evaluated within such time period, then such longer period of time as mutually agreed by the parties) after the date of such request, Contractor shall provide County with a written evaluation of such requested Change Order and a written proposal (a "Proposal") containing, at a minimum, the following: (i) a detailed description of the impact of the requested change upon the Project and any change that would be required with regard to the Contractor personnel required to perform the Services, as modified by the requested Change Order; (ii) reasonably detailed specifications, implementation plans (with implementation to commence not later than fourteen (14) days after County's approval (if any) of such Change Order, unless otherwise mutually agreed by the parties); work schedules, timeframes for performance, and acceptance criteria; and (iii) a firm price quote of the cost to implement such Change Order, based on, as requested by County, either on a fixed price or time and materials basis, the rates set forth in Exhibit 4 (the "Applicable Hourly Rates"), or some combination thereof, and any other applicable fees that would be associated with such Change Order, which price quote shall constitute Contractor's firm offer, irrevocable for sixty (60) business days or such longer period as stated in such Proposal (the "Response Period"), to perform such services as described in such Proposal upon the terms set forth therein. All Change Orders shall be governed by the terms and conditions of this Contract except as expressly specified otherwise by the terms of such Change Order.

## **2.9 Additional Services**

(a) Should County elect, in its sole discretion, to retain Contractor to provide Additional Services, Contractor agrees to provide personnel, its expertise and the professional, technical and

project management services as are called for by each statement of work entered into hereunder each, a "Statement of Work"). Any such Statement of Work for Additional Services must comply with Section 10.3 and be attached to this Contract as an Exhibit.

(b) County may at any time, and from time to time, request that Contractor perform Additional Services for County. Within a reasonable period (not to exceed ten (10) business days) after receiving such a request from County, Contractor shall prepare and submit a written proposal in the form of a Statement of Work to County that: (i) describes the additional services to be performed and the deliverables to be provided in reasonable detail; (ii) if applicable, assesses the expected impact of such request on any Services or Deliverables then being provided hereunder; (iii) defines and describes how Contractor would fulfill or satisfy such request in reasonable detail; (iv) sets forth pricing, specifications, implementation plans and time schedules, with appropriate milestone and completion dates, anticipated by Contractor in connection with fulfilling such request; (v) contains proposed completion and acceptance criteria; and (vi) sets forth any other information required by this Contract to be in a Statement of Work. The services specified in such Statement of Work shall thereafter be deemed "Services" for all purposes of this Contract. No additional Statement of Work shall be binding upon County or Contractor unless executed and delivered by an authorized signatory of such party in accordance with Article 2 hereof. Any additional Statement of Work shall be governed by the terms and conditions of this Contract.

**2.10 Deliverables** At any and at all times during the term of the Contract and at any location where the Contract is performed, the County shall have a right to inspect any Deliverables provided in carrying out this Contract. In carrying out its Services, Contractor must prepare or provide to the County various Deliverables. "Deliverables" include all custom developed documents, designs, computer programs, computer systems, data, computer documentation and other tangible materials authored or prepared by Contractor for County as required by this Contract, including custom integrations to other software systems, custom training materials, customer specific Software configurations (but not the underlying Software), and County user documentation. The term "Deliverable(s)" shall not include Contractor's System, the Documentation or any Upgrade, Updates, modifications or enhancements to' such Software or Documentation or proprietary training or other content provided by Contractor for which license terms have been agreed by the parties. The Contractor shall be solely responsible for the quality and standards of all Deliverables furnished under this Contract. Deliverables must meet the Acceptance Criteria in the exhibit and/or statement of work pursuant to which the Deliverables are being created. Deliverables shall become the sole and exclusive property of County and shall be considered works made for hire upon payment of any Fees for such Deliverable. In the event any such Deliverables do not fall within the specifically enumerated works that constitute works made for hire under the United States copyright laws, Contractor hereby agrees to assign and, upon their authorship or creation, expressly and automatically assigns all copyrights, proprietary rights, trade secrets, and other right, title and interest in and to such Deliverables to County. Contractor agrees to render, at County's sale cost and expense, all reasonably required assistance to County to protect the rights herein above described. Partial or incomplete Deliverables may

be accepted for review only when required for a specific and well-defined purpose for the benefit of the County and when consented to in advance by the County. Unless otherwise agreed by the parties in writing, such Deliverables will not be considered as satisfying the requirements of this Contract and partial or incomplete Deliverables in no way relieve Contractor of its obligations under this Contract.

County acknowledges that notwithstanding anything to the contrary set forth herein: (i) as part of Contractor's provision of the Services hereunder, Contractor may utilize proprietary works of authorship, pre-existing or otherwise, that have not been created specifically for County, including without limitation software, methodologies, templates, flowcharts, architecture designs, tools, specifications, drawings, sketches, models, samples, records and documentation, as well as copyrights, trademarks, service marks, ideas, concepts, know-how, techniques, knowledge or data, and any derivatives thereof, which have been originated, developed or purchased by Contractor or by third parties under contract to Contractor (all of the foregoing, collectively, "Contractor's Information"); and (ii) Contractor's Information and Contractor's administrative communications, records, files and working papers relating to the Services shall remain the sole and exclusive property of Contractor; provided, however, that if Contractor's Information is contained in any Deliverable, the Contractor shall grant the County an irrevocable, perpetual, fully paid, royalty-free, world-wide, nonexclusive transferable right to use, reproduce, modify, display, make and sell that portion of the Deliverable constituting Contractor's Information. In all other respects, the Deliverable will be owned by County.

**2.11 Standard of Performance.** Contractor must perform all Services required of it under this Contract with that degree of skill, care, and diligence normally shown by a Contractor performing services of a scope and purpose and magnitude comparable with the nature of the Services to be provided under this Contract. Any review, approval, acceptance of Services or Deliverables or payment for any of the Services by the County does not relieve Contractor of its responsibility for the professional skill and care and technical accuracy in the delivery of its Services and Deliverables. Deliverables may be rejected by the Purchasing Agent and/or the Bureau Chief if they fail to meet Contract requirements or are provided in a manner which does not meet Contract requirements. In the event of such rejection, Deliverables shall be replaced and/or re-performed by the Contractor promptly and at no additional cost to the County. Any Deliverables rejected shall be removed within a reasonable time from the premises of the County at the entire expense of the Contractor, after notice has been given by the County to the Contractor that such Deliverables have been rejected.

This provision in no way limits the County's rights against Contractor under this Contract, at law, or in equity. Contractor must be appropriately licensed to perform the Services, if required by law, and must ensure 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 as may be required by law. Contractor must provide copies of any such

licenses. Contractor remains responsible for the professional and technical accuracy of all Services or Deliverables upon delivery, whether by Contractor or its Subcontractors or others on its behalf. See subsection 7.1(c)(i) regarding failure to comply with licensure requirements.

## 2.12 Personnel

(a) Adequate Staffing. Contractor must assign a project manager for the Services (the "Contractor Project Manager") to interface with the County project manager ("County Project Manager"). Contractor agrees that the Contractor Project Manager shall be a Key Position. Contractor must, upon receiving a fully executed copy of this Contract, assign and maintain during the term of this Contract and any extension of it, a staff of competent personnel that is fully equipped, licensed or certified as appropriate, and qualified to perform the Services. The County reserves the right to interview any proposed Contractor staff and to accept or reject any proposed personnel. The level of staffing may be revised from time to time by notice in writing from Contractor to the County and with prior written consent of the County.

(b) Project Management. At least once each week throughout the duration of the Implementation Phase, Contractor shall deliver to County's Project Manager a written report summarizing the status and progress of the Project during the previous week, including problems that have occurred and could delay the Project or Contractor's performance of anticipated activities and expected problems during the upcoming month (each such report, a "Status Report"). At a minimum, each Status Report shall include: (i) the current status and progress of the performance of the Project and the development of the System, including with regard to how such status and progress compares to the tasks, milestones, and any schedules or deadlines set forth in the Implementation Phase Project Plan; (ii) any actual delays; (iii) any reasonably anticipated delays; (iv) any failures, or correction of any failures, with regard to the Project, the Services, the Deliverables, the Service Levels or the System; and (v) such other information as County may reasonably request from time to time.

On a weekly basis during the duration of the Implementation Phase, at the time and location reasonably designated by County, Contractor's Project Manager and other appropriate Contractor personnel shall meet in person (or, if approved by County, via teleconference) with County's Project Manager and other appropriate members of County's Project team for the purpose of reviewing and discussing the status and progress of the Project, and the configuration and implementation of the System, during the preceding week, including with regard to any problems that have occurred and could delay or impact performance of anticipated activities, and any problems reasonably anticipated in the future.

(c) Key Personnel. The quality, experience and availability of Key Personnel employed by the Contractor is critical to performance under this contract. The Contractor shall provide the County with a list of all key personnel or key personnel roles to be used on the project and their designated assignment. The list shall include the qualifications of each person or role listed. Contractor shall endeavor not to change the Key Personnel that have been expressly assigned to

perform Contractor's obligations under this Contract, unless the change is beyond the reasonable control of Contractor or by request of the Key Personnel (so long as such request is not a pretext to circumvent the purpose of this subsection). If for any reason such Key Personnel will cease to be available for the performance of Contractor's obligations to provide the Services, Contractor shall notify the County thereof without delay and use all reasonable efforts to promptly replace such Key Personnel with another person of at least equal competence. The County may request, in writing, the Contractor to remove any of the Contractor's assigned personnel for cause and within a reasonable timeframe furnish to the County other acceptable personnel. Notwithstanding the County's approval of Contractor's personnel, the Contractor shall be fully responsible to County for all work performed pursuant to this Contract by Contractor's employees, subcontractors or others who may be retained by the Contractor with the approval of the County. Replacement personnel will spend at least one week with the Key Personnel and the Key Personnel to be replaced to effect a smooth transition. Contractor acknowledges that the transition process involved in replacing Key Personnel requires a considerable degree of time and effort. In recognition of this fact, Contractor will not bill the County for the first forty (40) hours of otherwise billable time that any replacement(s) of Key Personnel provide(s) to the County. "Key Personnel" means those job titles and the persons identified in Exhibit 1. The Department may at any time in writing notify Contractor that the County will no longer accept performance of Services under this Contract by one or more Key Personnel listed. Upon that notice, Contractor must immediately suspend the key person or persons from performing Services under this Contract and must replace such person(s) in accordance with the terms of this Contract.

(d) Salaries and Wages. Contractor and Subcontractors must pay all salaries and wages due all employees performing Services under this Contract unconditionally and at least once a month without unreasonable 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. Contractor shall pay all salaries, wage, payroll and other taxes, fees, and other charges or insurance levied or required by any Federal, State, or local law statute, regulation or ordinance with respect to Contractor Personnel. Contractor shall indemnify and hold the County harmless against any liability for compensation, wages, taxes, benefits, insurance or other similar amounts which result from Contractor's failure to pay for such items. The County shall not be deemed a party to any collective bargaining agreement which is now or hereafter may be in effect with respect to Contractor employees or employees of Contractor's affiliates.

(e) Travel Expenses. Contractor and Subcontractors must pay all travel expenses, including but not limited to airline tickets, mileage, hotel or other housing, meals and incidentals, for its employees or independent contractors assigned to provide any services required in the performance of this contract. County shall not pay for any such expense.

### **2.13 Indemnification**

(a) Contractor must defend, indemnify, and hold harmless, the County, and its Commissioners, Directors, officers, representatives, elected and appointed officials, agents, employees and their respective heirs, successors and assigns from and against any and all third party Losses including but not limited to: (i) injury, death or damage of or to any person or property; (ii) any infringement or violation of any property right (including any patent, trademark, or copyright) by the Deliverables, System, Services, or Documentation (see (f) below); (iii) Contractor's material breach of this Contract, including, when required under this Contract, Contractor's failure to perform its obligations to any Subcontractor; and (iv) injuries to or death of any employee of Contractor or any Subcontractor under any workers compensation statute.

(b) "Losses" means, individually and collectively, third party liabilities of every kind, including losses, damages and reasonable costs, payments and expenses (such as, but not limited to, court costs and reasonable attorneys' fees and disbursements), claims, demands, actions, suits, proceedings, judgments, or settlements, which arise out of Contractor's negligent acts or omissions or willful misconduct or those of its officers, agents, employees, Contractors, or Subcontractors or out of Contractor's breach of this Contract.

(c) The County has the right, at its option, to participate, at its own cost, in the defense of any suit, without relieving Contractor of any of its obligations under this Contract. Any settlement must be made only with the prior written consent of the County, if the settlement requires any action on the part of the County.

(d) To the extent permissible by law, Contractor waives any limits to the amount of its obligations to defend, indemnify, hold harmless, or contribute to any sums due under any Losses, including any claim by any employee of Contractor that may be subject to the Workers Compensation Act, 820 ILCS 305/1 et seq. or any other related law or judicial decision. The County, however, does not waive any limitations it may have on its liability under the Illinois Workers Compensation Act, the Illinois Pension Code, any other statute, or judicial decision.

(e) The indemnities in this section survive expiration or termination of this Contract for matters occurring or arising during the term of this Contract or as the result of or during Contractor's performance of Services beyond the term. Contractor acknowledges that the requirements set forth in this section to defend, indemnify, and hold harmless the County are apart from and not limited by the Contractor's duties under this Contract, including the insurance requirements in this Contract.

(f) Contractor agrees to hold harmless and indemnify the County, its Commissioners, Directors, officers, agents, employees and affiliates from and defend, at its own expense (including reasonable attorneys', and consultants' fees), any third party claim, 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 Contractor's services or that the use of the Services, System, Documentation, or Deliverables constitutes an infringement of any third party's patent, trademark, copyright, or license or any other property right or a misappropriation of a third party's trade secrets.

Contractor must also pay all court awarded damages for claims alleging that Services, System, or Documentation infringe any third party patent, trademark, or copyright or contain misappropriated third party trade secrets. The County must, within a commercially reasonable timeframe, notify Contractor, in writing, of any claim which the County believes falls within the scope of this paragraph. The County will have the opportunity to participate in the defense at the County's own expense but the Contractor will retain sole control of the claim's settlement or defense, subject to the exception that any settlement that that may adversely affect the County's use or enjoyment of the System or requires any action or payment or acceptance of any liability on the part of the County may be made only with the prior written consent of the County. Except as set forth below, Contractor has the obligation, upon either the occurrence of or the likelihood, in the reasonable opinion of the Contractor, of the occurrence of a finding of infringement ("Infringement Finding") to:

(i) Procure for the County the right to continue using the Services, System, or Documentation;

(ii) Modify the infringing Services, Deliverable, System, or Documentation to eliminate the infringement without adversely affecting the performance or the functionality of the System; or

(iii) Replace the infringing Services, Deliverable, System or Documentation with other equivalent, non-infringing alternatives without adversely affecting the System. In the case of either (ii) or (iii) above, Contractor will provide, at its cost, any and all Services necessary to implement such replacement software and train Authorized Users and Administrators to use such replacement software. If, in Contractor's discretion, none of the foregoing is achievable after exercising commercially reasonable efforts to achieve one of the foregoing, Contractor must remove the component of the Services, System, or Documentation which is alleged to infringe or violate a third party's rights and any other components of the Services, System, or Documentation that are adversely affected by the removal of such infringing component. If Contractor does so, and without limiting any other remedies available to the County, Contractor will provide County with a refund of (1) in the case of Services or Deliverables, all the amounts actually paid by the County for such Services or Deliverable if the removal occurs within three years of payment for the Services or Deliverable, or (2) in the case of System or Documentation, any pre-paid fees for such System or Documentation (or portion thereof) as reasonably allocated to periods after removal of the System/Documentation (or portion thereof).

Contractor will have no indemnity obligation with respect to any claim of infringement or misappropriation to the extent such third party claim results from a change or modification to the Services, Documentation or System made by the County or its agents without the express written authorization of Contractor (excluding System configuration settings, Services to change or modify System configuration settings, and Documentation of any and all possible configuration settings); provided, however, that any claim or part of a claim based upon the Services, Documentation or System as provided by Contractor shall remain subject to the indemnity obligations hereunder. Nothing in this Section impairs the County's other remedies under this Contract, at law, or in equity. Nothing in this Section would result in Contractor's being required to indemnify the County against the County's own negligence in matters in violation of Illinois law.

(g) The Contractor expressly understands and agrees that any insurance protection required of the Contractor, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify the County as hereinabove provided.

**2.14 Ownership.** All Deliverables in any form prepared, assembled, or encountered by or provided to Contractor under this Contract are property of the County, including, as further described in Section 2.15 below, all copyrights inherent in them (but excluding any copyrights inherent in Contractor's Information). During performance of its Services, Contractor is responsible for any loss or damage to the undelivered Deliverables, data, findings, or information caused by Contractor or any Subcontractor. Any such lost or damaged Deliverables, data, findings, or information must be restored at the expense of Contractor. If not restorable, Contractor must bear the cost of replacement.

Notwithstanding the foregoing, County acknowledges that Contractor provides consulting and software services to other customers and agrees that nothing in this Contract shall be deemed or construed to prevent Contractor from carrying on such business. In particular, County agrees that, notwithstanding anything to the contrary set forth herein: (i) Contractor shall have the right to retain a copy of each of the Deliverables for its records; (ii) as part of Contractor's provision of the Services hereunder, Contractor may utilize proprietary works of authorship, preexisting or otherwise, that have not been created specifically for County, including without limitation software, methodologies, templates, flowcharts, architecture designs, tools, specifications, drawings, sketches, models, samples, records, and documentation, as well as copyrights, trademarks, service marks, ideas, concepts, know-how, techniques, knowledge or data, and any derivatives thereof, which have been originated, developed, or purchased by Contractor or by third parties under contract to Contractor (all of the foregoing, collectively, "Contractor's Information"); and (iii) Contractor's Information and Contractor's administrative communications, records, files, and working papers relating to the Services shall remain the sole and exclusive property of Contractor; provided Contractor's Information shall not include any of County's confidential or proprietary information or any derivative works containing County's Confidential or proprietary information. To the extent that Contractor incorporates any of Contractor's Information into the Deliverables, Contractor hereby grants to County a royalty-free, non-exclusive, perpetual, nontransferable, internal use, license to use and modify such

Contractor's Information solely in connection with County's use of the Deliverables in accordance with any limitations set forth in the applicable Scope of Services. Taleo Commercial Products are not considered Contractor's Information for purposes of this provision above.

Notwithstanding anything to the contrary herein, each party and its personnel shall be free to use and employ its and their general ideas, concepts, know-how, methods, techniques, or skills existing prior to the Effective Date of this Contract, and to use, disclose, and employ any generalized ideas, concepts, know-how, methods, techniques, or skills gained or learned during the course of performing Services hereunder, so long as it or they acquire and apply the same without violating the intellectual property rights of a party hereto or third parties and without unauthorized use or disclosure of any Confidential Information.

**2.15 Copyright Ownership.** Contractor and the County intend that, to the extent permitted by law, the Deliverables to be produced by Contractor at the County's instance and expense under this Contract (but excluding any Contractor's Information) are conclusively deemed "works made for hire" within the meaning and purview of Section 101 of the United States Copyright Act, 17 U.S.C. '101 et seq., and that the County will be the sole copyright owner of the Deliverables (excluding any Contractor's Information), and of all rights to apply for copyright registration or prosecute any claim of infringement.

To the extent that any Deliverable does not qualify as a "work made for hire," Contractor hereby irrevocably grants, conveys, bargains, sells, assigns, transfers, and delivers to the County, its successors, and assigns, all right, title, and interest in and to the copyrights and all U.S. and foreign copyright registrations, copyright applications, and copyright renewals for them, and other intangible, intellectual property embodied in or pertaining to the Deliverables prepared for the County under this Contract, and all goodwill relating to them, free and clear of any liens, claims, or other encumbrances, to the fullest extent permitted by law. Contractor will, and will cause all of its Subcontractors, employees, agents, and other persons within its control to, execute all documents and perform all acts that the County may reasonably request in order to assist the County in perfecting its rights in and to the copyrights relating to the Deliverables, at the sole expense of the County. Contractor warrants to the County, its successors and assigns, that on the date of transfer, Contractor is the lawful owner of good and marketable title in and to the copyrights for the Deliverables and has the legal rights to fully assign them. Contractor further warrants that it has not assigned and will not assign any copyrights and that it has not granted and will not grant any licenses in contravention of the licenses granted herein. Contractor warrants that the Deliverables constitute a work of original authorship.

## **2.16 Records and Audits**

### **(a) Records**

(i) Contractor must deliver or cause to be delivered to the County all documents, including all Deliverables, in whatever stage of completion, prepared for the County under the terms of this Contract, promptly in accordance with the time limits prescribed in this Contract, and if no time limit is specified, then upon reasonable demand for them or upon termination or completion of the Services under this Contract.

(ii) Contractor must maintain any such records including Deliverables not delivered to the County or demanded by the County for a period of 5 years after the final payment made in connection with this Contract. Contractor must not dispose of such documents following the expiration of this period without notification to the County in accordance with the General Conditions.

(b) Audits

(i) Contractor and any of Contractor's Subcontractors must furnish the Bureau or Cook County Auditor with all information that may be requested pertaining to the performance and cost of the Services. Contractor must maintain records showing actual time devoted and costs incurred. Contractor must keep books, documents, papers, records canceled checks (if any), bank statements, invoices, and accounts in connection with the Services open to audit, inspection, copying, abstracting, and transcription and must make these records available to the County upon ten (10) days' prior written notice during the performance of its Services.

(ii) To the extent that Contractor conducts any business operations separate and apart from the Services required under this Contract using, for example, personnel, equipment, supplies, or facilities also used in connection with this Contract, then Contractor must maintain and make similarly available to the County detailed records supporting Contractor's allocation to this Contract of the costs and expenses attributable to any such shared usages to the extent County is being charged on an hourly or cost pass through or cost plus basis.

(iii) Contractor must maintain its books, records, documents, and other evidence and adopt accounting procedures and practices to reflect all costs of whatever nature claimed to have been incurred and anticipated to be incurred for or in connection with the performance of this Contract. This system of accounting must be in accordance with generally accepted accounting principles and practices.

(iv) No provision in this Contract granting the County a right of access to records and documents is intended to impair, limit or affect any right of access to such records and documents which the County would have had in the absence of such provisions.

(v) The Contractor agrees that the Cook County Auditor or any of its duly authorized representatives shall, until expiration of five (5) years after the final payment under the Contract, have access and the right to examine any books, documents, papers, canceled checks, bank statements, purveyor's and other invoices, and records of the Contractor related to the Contract, or to Contractor's compliance with any term, condition or provision thereof. The Contractor shall be responsible for establishing and maintaining records sufficient to document the costs associated with performance under the terms of this Contract. The Contractor further agrees that it shall include in all of its subcontracts hereunder a provision to the effect that the subcontractor agrees that the Cook County Auditor or any of its duly authorized representatives shall, until expiration of five (5) years after final payment under the subcontract, have access and the right to examine any books, documents, papers, canceled checks, bank statements, purveyor's and other invoices and records of such subcontractor involving transactions relating to the subcontract, or to such subcontractor's compliance with any term, condition or provision thereunder or under the Contract. Each calendar year or partial calendar year is considered an audited period. If, as a result of any such audit, it is determined that Contractor or any of its Subcontractors has overcharged the County in the audited period, the County will notify Contractor. Contractor must

then promptly reimburse the County for any amounts the County has paid Contractor due to the overcharges and also some or all of the cost of the audit, as follows:

A. If the audit has revealed overcharges to the County representing less than 5% of the total value, based on the Contract prices, of the goods, work, or Services provided in the audited period, then the Contractor must reimburse the County for 50% of the cost of the audit and 50% of the cost of each subsequent audit that the County conducts;

B. If, however, the audit has revealed overcharges to the County representing 5% or more of the total value, based on the Contract prices, of the goods, work, or Services provided in the audited period, then Contractor must reimburse the County for the full cost of the audit and of each subsequent audit. Failure of Contractor to reimburse the County in accordance with subsection A or B above is an event of default under Section 9.1 of this Contract, and Contractor will be liable for all of the County's costs of collection, including any court costs and attorneys' fees.

## **2.17 Confidentiality**

Contractor acknowledges and agrees that the terms of this Contract (but not its mere existence) are confidential and shall not be disclosed, directly, indirectly or by implication, or be used by Contractor in any way, whether during the term of this Contract or at any time thereafter, except solely as required in the course of Contractor's performance hereunder. Contractor shall comply with the applicable federal, state, and local privacy laws and regulations and will not disclose any of County's records, materials, or other data to any third party other than Contractor's accountants, attorneys, and similar professionals used in the internal conduct of Contractor's business.

All documents, data, studies, reports, work product or product (which shall not be deemed to include the System) that are specific to the County and are created as a result of the performance of the Contract (the "Documents") shall be considered Confidential Information (as defined below) of the County of Cook. It shall be a breach of this Contract for the Contractor to disclose any documents, data, studies, reports, work product or product obtained from the County of Cook or any Documents created hereby to any third party. During the performance of the Contract Contractor shall be responsible of any loss or damage to any tangible Documents while they are in Contractor's possession, and any such loss or damage shall be restored at the expense of the Contractor. The County and its designees shall be afforded full access to the Documents and the work product (which shall not be deemed to include the System) at all times.

(a) The parties acknowledge and agree that each of them maintains certain information as confidential, and as a result of this Contract, the parties will develop additional information that must be considered confidential ("Confidential Information"). The parties agree that County Data will be Confidential Information of the County. The Contract (but not the mere existence of the Contract), all Deliverables and reports, data, findings, or information in any form prepared, assembled, or encountered by or provided by Contractor under this Contract are Confidential Information of the County which shall be confidential and not disclosed, except as specifically

authorized in this Contract or as may be required by law. Contractor must not use Confidential information for any purpose other than in connection with providing the Services.

Contractor must not allow the Confidential information to be made available to any other individual or organization without the prior written consent of the County. Further, all documents and other information provided to Contractor by the County, including County Data, are Confidential Information and must not be made available to any other individual or organization without the prior written consent of the County. Contractor must implement such measures as may be necessary to ensure that its staff and its Subcontractors are bound by the confidentiality provisions in this Contract.

Contractor may identify to the County certain information provided to County that constitutes a trade secret of Contractor that Contractor wants treated as Confidential Information, including, but not limited to, technical information in the form of designs, specifications, interfaces, processes, and future product plans; provided, however, that information shall not constitute Confidential Information hereunder unless Contractor discloses such information in written or other permanent form and such information is clearly and conspicuously marked as being confidential using an appropriate legend. Electronic information will be deemed adequately marked if a confidential legend displays when the information originally runs on a computer system and when the information is printed from its data file. If Contractor originally discloses information orally or without a confidential designation, the County will protect such information as Confidential Information to the extent that Contractor: (i) summarizes the confidential information in writing; (ii) marks the writing clearly and conspicuously with an appropriate proprietary legend; and (iii) delivers the writing to the County within thirty (30) days following the original disclosure.

Notwithstanding the foregoing, the features and functions of the System which may be accessed only by use of a Password are deemed to be Confidential Information, whether or not so marked or designated.

(b) Each party agrees that it will treat all Confidential Information with the same degree of care as it accords to its own Confidential Information, and each party represents that it exercises reasonable care to protect its own Confidential Information. Upon request by Contractor or the County, the other party shall advise whether or not it considers any particular information or materials to be confidential. Notwithstanding anything herein to the contrary, Contractor acknowledges that County (i) is subject to the Illinois Freedom of information Act (5 ILCS 140 et seq.) and all information in the County's possession maybe regarded as a public record subject to disclosure, and any disclosure by County pursuant to the foregoing shall not be deemed a breach of the County's obligations hereunder and (ii) may post the Contract on the County's web site and any information so posted will not be deemed a breach hereunder.

(c) Notwithstanding the foregoing, "Confidential Information" shall not include: (i) information previously known to the receiving party without reference to Confidential Information, (ii) information which is or becomes publicly known through no act or omission of the receiving party, (iii) information which has been independently developed by the receiving party without reference to the disclosing party's Confidential Information, (iv) information

received from a third party under no confidentiality obligation with respect to the Confidential Information, (v) information required to be disclosed pursuant to administrative or court order, government or regulatory requirement or arbitration or litigation arising out of this Contract, or (vi) information disclosed to the auditors, accountants or bankers working on behalf of the receiving party provided such advisors have a duty of confidentiality with respect to the data disclosed.

(d) Contractor must not issue any publicity news releases pertaining to this Contract without the prior written consent of the Bureau Chief, except that Contractor shall be entitled to list the County as a customer on its website and in other public sales and marketing materials without the prior approval of the County.

(e) If Contractor is presented with a request for documents by any administrative agency or with a subpoena duces tecum regarding any records, data or documents which may be in Contractor's possession by reason of this Contract, Contractor must, where permitted by law, promptly give notice to the Bureau Chief for the County with the understanding that the County will have the opportunity to contest such process by any means available to it before the records, data or documents are submitted to a court or other third party. Contractor, however, is not obligated to withhold the delivery beyond the time ordered by a court or administrative agency, unless the subpoena or request is quashed or the time to produce is otherwise extended.

(f) HIPAA and AIDS Confidentiality Act. To the extent not defined here the capitalized terms below and in Exhibit 10 will have the same meaning as set forth in the Health Insurance Portability and Accountability Act (Act). See 45 CFR parts 160, 162 and 164. Contractor and all its Subcontractors must comply with the Act and all rules and regulations applicable to it including the Privacy Rule, which sets forth the Standards for Privacy of Individually Identifiable Health Information at 45 CFR part 160 and part 164 subparts A and E; the Standards for Electronic Transactions, which are located at 45 CFR parts 160 and 162 and the Security Standards, which are located at 45 CFR parts 160, 162 and 164. Contractor must also comply with the regulations applicable to Contractor pursuant to Illinois AIDS Confidentiality Act (410 ILCS 30511 through 16) and the rules and regulations of the Illinois Department of Public Health promulgated under it. If Contractor fails to comply with the applicable provisions under the ACT or the Illinois AIDS Confidentiality Act, such failure will constitute an event of default under this Contract for which no opportunity for cure will be provided. Additionally, if Contractor is a Business Associate it must comply with all requirements of the Act applicable to Business Associates including the provisions contained in Exhibit 10.

## **ARTICLE 3 SYSTEM USE**

### **3.1 System License.**

(a) Contractor hereby grants to County an irrevocable, fully paid, royalty-free, limited, world-wide, nonexclusive, nontransferable right, during the term of the Contract, to: (i) access the System and provide Authorized Users with access to the System; (ii) use the System, and allow Authorized Users to use the System for the Approved Purpose; (iii) access and use the

Documentation and allow Authorized Users to access and use the Documentation and for them to modify and make a reasonable number of copies of (and permit third party service providers to use, modify, and make a reasonable number of copies of) the Documentation; (iv) input County Data into the System and upload and download County Data available through the System; and (v) allow Candidates to access and use the functions of the System available through the Career Section or other Candidate-relevant functions of the System (collectively, the "System License.") No other rights, express or implied, are granted to County in the System or Documentation, other than the limited right to use the System and Documentation set forth in this Contract. The System License granted hereunder shall be deemed to include all such rights under any and all patents, copyrights, trade secrets, or other intellectual property of Contractor now existing or hereafter coming into existence as may be necessary or appropriate for County and Authorized Users to exercise and obtain the benefits of the rights specifically granted herein. In addition, the County will have full authorization, right, and license without any limitation to input County Data and utilize it on the System.

(b) Unless expressly agreed otherwise, Contractor will host and retain physical control over the System and make such computer programs and code available only through the Internet for access, use, and operation by Users through a Web-browser as specified in Exhibit 3. Except as provided in the preceding subsection and in any Escrow Contract, including Section 3.7, no provision under this Contract shall obligate Contractor to deliver or otherwise make available any copies of computer programs or code from the System to County, whether in object code or source code form, unless mutually agreed upon as necessary for any system integration purposes.

(c) To the extent that the System contains any Third Party Software and such Third Party Software is provided by Contractor in connection with the installation of the System, including Open Source Software. Contractor shall, at no cost to County, obtain all necessary rights in such Third Party Software in order for the System to fully perform in accordance with the terms of this Contract and to be used by County in accordance with the terms of this Contract. Contractor warrants that (a) it has the right to license any Third Party Software licensed to the County under this Contract; (b) to the best of Contractor's knowledge, the Third Party Software does not, and the use of the Third Party Software by the County as contemplated by this Contract will not, infringe any intellectual property rights of any third party, and (c) unless specifically provided otherwise herein, the County shall have no obligation to pay any third party any fees, royalties, or other payments for the County's use of any Third Party Software in connection with this Contract. For the purposes of this section, "Open Source Software" means any software, programming, or other intellectual property that is subject to: (a) the GNU General Public License, GNU Library General Public License, Artistic License, BSD license, Mozilla Public License, or any similar license, including, but not limited to, those licenses listed at [www.opensource.org/licenses](http://www.opensource.org/licenses), or (b) any Contract with terms requiring intellectual property owned or licensed by the County to be: (i) disclosed or distributed in source code or object code form; (ii) licensed for the purpose of making derivative works, or (iii) redistributable. Contractor represents and warrants to County that Contractor has the authority and right to provide to County the foregoing rights to all Taleo Software and Third Party Software embedded in the System or otherwise provided by Contractor to County in accordance with the terms and conditions of this Contract.

**3.2 Ownership Rights of County Data.** County will retain all right, title, and interest to County Data. Contractor has no right, title, or interest in any County Data. Contractor must not use County Data other than in connection with providing the System and Services. County acknowledges that Contractor will retain all right, title, and interest to the System and Documentation, all technology, inventions, and pre-existing content incorporated therein, all derivative works, modifications, enhancements, Updates, or Upgrades thereto (including database structures), and all intellectual property rights in any of the foregoing. County acknowledges that Contractor will retain all right, title, and interest to any proprietary training content licensed to the County. If during the performance of this Contract, County suggests to Contractor any new features, concepts, improvements, or other feedback related to or based upon the System ("System Suggestions"), and Contractor subsequently incorporates such Suggestions into the System, the System incorporating such System Suggestions will be the sole and exclusive property of Contractor. County acknowledges that Contractor will retain all right, title, and interest to transactional and performance data related to use of the System which Contractor may collect and use for its business purposes (including System use optimization and product marketing) provided that such use does not reveal the identity of County or specific System use characteristics that may be identified to County.

**3.3 Use by Third-Party Contractors.** County may make the System available, via a user name and Password, to Third-Party Contractors to assist in County's staffing efforts. Third-Party Contractors are entitled to use the System only for County's Approved Purposes and subject to all of the restrictions for use of the System applicable to County, as set forth in this Contract. County agrees that any such Third-Party Contractor and the governing board(s) of any non-County Authorized Users have been or, prior to Third-Party Contractor or relevant Authorized Users' use, will be informed of this Contract and will comply with the terms and conditions of this Contract, including but not limited to the terms governing Confidential Information, to the same extent as if the Third-Party Contractor or non-County Authorized User were an employee of County. County will not make the System available, via a user name and Password, to any Third-Party Contractor that is one of Contractor's competitors in the permanent or contingent staffing markets or a successor in interest via merger or acquisition (each a "Contractor Competitor"). As of the System Start Date as defined in Exhibit 6, Contractor Competitors are listed in the tables in Exhibit 3, Section 4. Contractor may add additional Contractor Competitors to such lists, but not more than once per year. Within 30 days of the anniversary date of the System Start Date, Contractor must provide County with the annual updates, if any, to the Contractor Competitor lists in writing pursuant to the Notice provision in the General Conditions. Notwithstanding the foregoing, no annual addition(s) to the Contractor Competitor lists or inclusion of any successor(s) in interest via merger or acquisition shall be deemed to require the County to change (i) the terms of any Contract in existence as of such addition, so long as the scope of such Contract is not expanded to require password access to the System after the date such vendor is added to the list or (ii) its intended terms of an Contract for which a vendor has been selected for negotiations through the Department of Procurement Services or County Council, so long as such intended terms are discernable from the documentation leading to such vendor selection. Any user name and Password provided to any Third-Party Contractor will be disabled immediately upon the conclusion of such Third-Party Contractor's work for County. Nothing in the foregoing paragraph shall be construed to prevent County from integrating the System with software provided by any party, including a Contractor Competitor.

**3.4 System Use Restrictions.** County shall abide by the following applicable restrictions:

(a) County shall not use the System other than for the Approved Purpose, which includes the rights granted by the terms and conditions of the Contract. Any Password provided to any Third-Party Contractor will be disabled immediately upon the County becoming aware of any Third-Party Contractor use of the System for any purpose other than for the Approved Purpose.

(b) County shall not:

(i) transfer, sell, lease, distribute, license, or sublicense the System or the Documentation, except as expressly set forth herein;

(ii) use the System as a component of or a base for products or services prepared for commercial sale, sublicense, lease, access, or distribution;

(iii) access, modify, make derivative works of, disassemble, reverse compile, or reverse engineer any part of the System or Documentation in order to build a similar or competitive product or service, except as expressly permitted by applicable law; or

(c) Copyright notices and logos included in Contractor's System will be reasonably sized and placed within the System and are subject to creative and placement approval of the County, which will not be unreasonably withheld.

**3.5 Use of Passwords.** Both parties acknowledge and agree that the System may not be accessed except by entry of a user specific Password or approved password mechanism. County shall be solely responsible for the security of Passwords issued to each Authorized User; however County shall not be responsible for the security of Passwords where any actual security breach is due to an act or omission of any kind by Contractor. Each party, provided the party has knowledge, shall inform the other party promptly of any actual or imminent unauthorized access to a County Password or to the System.

**3.6 Attachment Restrictions.** While there is no aggregate storage limit on attachments made by all Candidates to their profiles, there is a limit on the size of attachments made by each Candidate or by an Authorized User to the Candidate's profile of 2.5 MB ("Candidate Attachment Limit"). The County may however choose to limit the number and size of attachments that a Candidate may attach to his/her profile via System settings to any number and size of attachments that the County chooses (e.g., 5 attachments of 500 kilobytes each or 2 attachments of 1 megabyte each). 500 megabytes of storage is included for attachments by all Authorized Users (e.g., County recruiters) in the aggregate. The 500 megabyte aggregate storage limit does not apply to Candidate attachments made by Authorized Users on behalf of Candidates whether attached individually or in mass via data migration.

**3.7 Source Code Escrow and Release.**

(a) Third-Party Escrow. Subject to the payment terms in Exhibit 6, Contractor will enroll County as a FlexSAFE Beneficiary under Contractor's existing escrow Contract with DSI Technology Escrow Services, Inc., now known as Iron Mountain, Inc. ("Escrow Agent") upon the direction of the County (the existing escrow Contract is hereinafter referred to as "Third-

Party Escrow Contract"). In the event that Escrow Agent releases the Source Code Deposit as defined in the Third-Party Escrow Contract, then Contractor will, within two (2) business days of receipt of such notice, provide County with all Code Release Materials not included in the Escrow Deposit materials received by County from Escrow Agent.

(b) Additional Contract for Code Release. In addition to the Third-Party Escrow Contract, Contractor will provide Code Release Materials (as defined below) to County in the event that:

- (i) Contractor has failed to support the Third-Party Escrow Contract and the Escrow Agent will not release the Escrow Deposit when a valid Release Condition under the Third-Party Escrow Contract exists;
- (ii) Contractor fails to continue to do business as a going concern and no successor shall have agreed to assume Contractor's obligation to County in the normal course of their business; System Abandonment; or Contractor agrees in writing to the delivery.

The release conditions described in this Section 3.7(b) are collectively referred to herein as "Additional Release Conditions."

"Code Release Materials" means a copy of all source code, compiler(s), and compiled code for the Taleo Software (including any Taleo developed installation scripts), County configuration settings, a list of all third party products used with the System and any applicable configuration settings, all in a form that is machine readable and useable, and, if any portion of the Code Release Materials is encrypted, Contractor shall also include in the Code Release Materials or deliver to County the decryption tools and decryption keys necessary to access the Code Release Materials. Code Release Materials also include all documentation reasonably necessary for County to fully install, set up, configure, maintain, modify, and utilize the System.

"System Abandonment" means Contractor has ceased providing Maintenance and Support Services for the System during the time for which Maintenance and Support Services is promised to be provided hereunder and Contractor has not cured such failure in a reasonable manner within 60 days following notice by County, unless Contractor provides County with a designed replacement product or system which Contractor is supporting as the successor or replacement to the System and Contractor provides a license to and maintenance for such supported product or system on the same terms as this Contract (it being understood no additional license payment shall be required for satisfaction of such condition but maintenance payments shall be continued in accordance with this Contract). "System Abandonment" shall not occur based on good faith disagreements between Contractor and County regarding such things as: responsiveness of Contractor in correcting errors; reliability of error correction; whether or not all errors are corrected, or the like, or otherwise. Accordingly, in no event shall System Abandonment be considered to occur so long as Contractor is making reasonable efforts to provide Maintenance and Support Services.

(c) Release

(i) If County believes in good faith that an Additional Release Condition has occurred, County may provide to Contractor an affidavit, from the Bureau Chief, certifying the occurrence of the Release Condition and a request for the release of the Code Release Materials.

(ii) With respect to any affidavit specifying an Additional Release Condition where County and Contractor are unable to reach an Contract with respect to the release of the Code Release Materials, the matter will be resolved through the dispute resolution process set forth in Article 6 of this Contract. Upon receipt of the determination made by the Purchasing Agent pursuant to Article 6 that such Release Conditions have occurred, Contractor will release the Code Release Materials to County.

(d) License to Code Release Materials. In the event of a release of source code under the Third-Party Escrow Contract or pursuant to an Additional Release Condition, Contractor hereby grants County and its Affiliates an irrevocable fully-paid, non-exclusive right and license to use, copy and modify, and to have its third-party service providers use, copy, and modify the Code Release Materials solely for the purpose of supporting the System for County's Approved Purposes for a period ending three years from the expiration of then-current term of this Contract at the time of such release. Such license is to be exercisable by County solely in the event that County obtains the Code Release Materials as provided hereunder. It shall be a condition of access or use by a third party service provider that such provider: (a) not be a Contractor Competitor; (b) agree to be bound by the confidentiality and usage restrictions of this Contract; and (c) access the release materials for the sole benefit of the County.

This provision in no way limits the County's rights against Contractor under this Contract, at law, or in equity.

#### **ARTICLE 4. DURATION OF CONTRACT**

##### **4.1 Term of Performance**

Except as provided in Part III, Sections 5.4 Non-Appropriation or Article 7, Events of Default, Remedies, Termination, Suspension and Right To Offset, the term of this Contract shall be as set forth in Part I, Section II Contract Term.

##### **4.2 Timeliness of Performance**

(a) Subject to delays caused by the County, Contractor must provide the System, Services, and Deliverables within the time limits required under any statement of work, milestone, task order, or request for services pursuant to the provisions of Article 2 and Exhibits 1, 2, and 3. Further, Contractor acknowledges that TIME IS OF THE ESSENCE.

(b) Neither Contractor nor Contractor's agents, employees, or Subcontractors are entitled to any damages from the County, nor is any party entitled to be reimbursed by the County, for damages, charges, or other losses or expenses incurred by Contractor by reason of delays or hindrances in the performance of the Services, whether or not caused by the County. Neither the County nor any of its agents or employees are entitled to any damages or fee reduction from Contractor (including the fee reduction described in Section 2.4), nor is any party entitled to be reimbursed by the Contractor, for damages, charges, or other losses or expenses incurred by the County by reason of delays or hindrances in the performance of the Services if such delays and hindrances are due solely to the failure of the County to perform acts for which the County is responsible pursuant to this Contract.

#### 4.3 Contract Extension Option

(a) Services. As to the provision of Services, the Purchasing Agent may at any time before this Contract expires elect to extend this Contract subject to Board approval for up to 3 years in one year periods, under the same terms and conditions as this Contract, by notice in writing to Contractor and pursuant to the fees and fee determination process reflected at Exhibit 4.

(b) System. As to the provision of the System, the Purchasing Agent may at any time before this Contract expires elect to extend this Contract (subject to Board approval) for one 3-year period, under the same terms and conditions as this Contract, by notice in writing to Contractor and pursuant to the fees and fee determination process reflected at Exhibit 6.

#### 4.4 Disengagement

(a) Transition. Upon expiration or termination of this Contract, Contractor must cooperate fully with County and third parties and shall take all actions reasonably requested by County or necessary to accomplish, on a timely basis and in reasonable accordance with County needs, but by no later than three hundred sixty five (365) days after the date of termination or expiration of the Contract or the System (the "Disengagement Commencement Date"), a smooth, complete transition of responsibility for the functions accomplished via the System and Services from Contractor to County, or to any replacement Contractor designated by County, with no material interruption of or adverse impact On County in any way, including on the Services (a "Disengagement"). Contractor must provide to County such documentation and other information as is sufficient to enable County, or another reasonably competent service provider to fully assume the functions accomplished via the System or Services, or as otherwise reasonably requested by County in connection with the Disengagement. Any Disengagement related Services will be at fees mutually agreed to by the parties, subject to the hourly rates then in effect and any fee caps for renewal periods in the event that any Disengagement Period extends beyond three years from the System Start Date. Nothing in this provision shall be deemed as an obligation for Contractor to provide confidential or proprietary information to a Contractor Competitor as listed in Exhibit 3, and this provision shall not entitle the County to provide any such replacement provider with access to Contractor confidential or proprietary data without Contractor's consent.

(b) Continued Service. If requested by County, Contractor agrees to continue to provide the Services being terminated during Disengagement and until completion of a transition to a new service provider to County's satisfaction, provided that County shall continue to be obligated to pay for such Services to the same extent as it was prior to the Disengagement Commencement Date.

(c) Disengagement Plan. The parties, and, if County elects to engage one, the third party service provider designated by County as the party to whom responsibility for the functions accomplished via the System and Services shall be transitioned, shall confer and negotiate in good faith to reach mutual Contract on and execute, within thirty (30) calendar days after the

Disengagement Commencement Date, a reasonably detailed Disengagement Transition Plan ("Disengagement Transition Plan").

(d) Disengagement Materials and Other Obligations. By no later than the Disengagement Commencement Date (or the date specified in the Disengagement Transition Plan, if so specified); (i) to County hereunder. Contractor must deliver to County any Deliverables not previously delivered (ii) County will disable any hypertext link between the County site on the World Wide Web to the Software and/or the Career Section. (iii) Subject to the terms and conditions in Section 7.3, County and each Authorized User will no longer be provided access to the Software. (iv) Each party will return to the other party any Confidential Information that is in tangible form to the other party. Upon request, either party shall furnish the other with a certificate signed by an executive officer verifying that, to the best of the executive officer's knowledge, the same has been done. (v) Contractor will provide County with a complete copy of the most recent full back up of, and any necessary incremental backups, of the County Data in a mutually agreed upon format and provide a certificate signed by an executive officer of Contractor stating that the data provided to County is a complete and accurate copy of all County Data. Upon termination or expiration of this Contract, Contractor will not delete any County Data in its control, on its servers, or on any servers of any third party that it controls or has authority over until it receives a signed certificate from the County from an executive officer that verifies that the County has successfully downloaded all County Data from Contractor and has successfully loaded it and tested it in a County controlled environment. Such certificate must be provided by the County within 120 days of termination of the contract or within 120 days of the completion of all Disengagement Services.

(e) Remedies. Nothing in this Section 4.4 shall be deemed to limit or replace any remedies available to the County under this Contract or at law or equity.

## **ARTICLE 5. COMPENSATION**

### **5.1 Basis of Payment**

The County will pay Contractor according to the Schedules of Compensation in the attached Exhibits and in accordance with this Contract, subject to Part III Section 2.11 Standard of Performance.

### **5.2 Method of Payment**

(a) Contractor shall invoice the County for all fees, in the amounts and in accordance with the payment schedules specified in the Exhibits.

(b) With respect to the fees, Contractor must submit invoices (in triplicate) to the County for labor and other direct costs as billed, pursuant to the Schedules of Compensation in Exhibits 4, 5, and 6. The invoices must contain the following: names of all Contractors providing services, hourly rates, actual hours worked during the period covered by the invoice, summary of work performed, timesheets, and a detailed, itemized list of all other direct costs. The County will pay invoices within 60 days after receipt of invoices and all supporting documentation necessary for the County to verify the Services provided under this Contract. If the County has

not paid all undisputed invoice amounts by the 60th day after receiving an invoice and all supporting documentation, Contractor may issue a notice of nonpayment.

(c) County may withhold payment of any amount invoiced by Contractor (or any portion thereof) that County in good faith disputes as due or owing provided: (i) County notifies Contractor promptly of the dispute; (ii) County shall have attempted, by the applicable due date, to pay any undisputed amounts then due and provide Contractor with an explanation, in writing or electronic form, of the basis of the dispute with regard to the disputed amounts; and (iii) County agrees to use best efforts to resolve all disputes regarding amounts payable promptly. The failure of County to pay a disputed invoice, or to pay the disputed portion of an invoice, shall not constitute a breach or default by County hereunder nor will it relieve Contractor of its obligations to provide services while the disputed amount is being resolved, so long as County complies with the provisions of this Section; provided, in the event such dispute is not resolved within 90 days, such dispute shall be addressed through the provisions of Article 6 and, in the event of such a dispute, the parties shall diligently pursue an expedited resolution thereof.

### **5.3 Funding**

Payments under this Contract must not exceed \$2,000,000.00 without a written amendment in accordance with GC-16. Funding for this Contract is subject to the availability of funds and their appropriation by the County Board.

### **5.4 Non-Appropriation**

If, after the forty-eight month term of this Contract, no funds or insufficient funds are appropriated and budgeted in any fiscal period of the County for payments to be made under this Contract, then the County will notify Contractor in writing of that occurrence, and this Contract 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 Contract are exhausted with no obligation to provide disengagement or transition services after such time. Payments for Services completed to the date of notification will be made to Contractor except that no payments will be made or due to Contractor under this Contract beyond those amounts appropriated and budgeted by the County to fund payments under this Contract. In the event of termination as a result of non-appropriation of funds, the County may reinstate this Contract by payment of all fees incurred up to the date of termination, without penalty, within 120 days of such termination.

### **5.5 Taxes**

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 assuming all applicable direct and indirect tax exemption certificates have been provided to Contractor and such certificates remain valid. 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 County's State of Illinois Sales Tax Exemption Identification No. is E-9998-2013-05. The County shall provide Contractor all applicable exemption certificates, including those listed herein and any other applicable certificates.

## ARTICLE 6. WARRANTIES, REPRESENTATIONS AND LIABILITIES

### 6.1 Warranties and Representations

The Contractor shall furnish all guarantees and warranties, if any, applicable to the Deliverables to the Bureau Chief by stating them within the relevant Statement of Work. The rights and remedies so provided shall be in addition to and shall not limit any rights afforded to County under this Contract.

To the extent Contractor provides Deliverables manufactured by another entity, Contractor shall transfer original product warranty and any rights to manufacturer's related services to the County and shall submit any such transfer to the Bureau Chief by stating them within the relevant Statement of Work.

In connection with signing and carrying out this Contract, Contractor:

(a) warrants that Contractor is appropriately licensed under Illinois law to perform the Services required under this Contract and will perform no Services for which a professional license is required by law and for which Contractor is not appropriately licensed;

(b) 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 Contract; and Contractor is legally authorized to execute and perform or cause to be performed this Contract under the terms and conditions stated in this Contract;

(c) warrants that it will not knowingly use the services of any ineligible contractor Or Subcontractor for any purpose in the performance of its Services under this Contract;

(d) warrants that the Services will be performed in a timely, competent and professional manner and in accordance with the requirements of this Contract;

(e) warrants that all Services and Deliverables will, at the time of completion and delivery to the County, comply in all material respects with specification for such Services and Deliverables as set forth in the Exhibit under which such Services or Deliverables are being delivered;

(f) warrants that all Services and Deliverables will be delivered in a good and workmanlike manner consistent with industry standards for similar services and deliverables;

(g) warrants that all Documentation provided hereunder is, and Shall continue to be, complete and shall accurately describe the System so as to enable County personnel with ordinary skills and experience to fully utilize the System;

(h) warrants that beginning on the System Start Date, as defined in Exhibit 6, and extending for as long as Contractor provides the System to County, the System will: (i) comply with the Documentation in all material respects; (ii) operate in accordance with, and shall include all of the features and functionality described in this Contract and the exhibits hereto subject to

normal changes to the System as part of Upgrades and Updates; (iii) be in good working order and free from material defects and malfunctions; (iv) not fail to achieve at least a 90% uptime, measured as set forth in Exhibit 3, for Hosting Services in any calendar quarter; (v) have all necessary Maintenance and Support Services from Contractor as set forth in this Contract; (vi) in the event of subparts (i)-(v) of this warranty, in addition to any other remedies available to the County, Contractor will repair or replace the failing item of the System and/or provide the necessary software and services required so that the System performs in accordance with the foregoing subparts (i)-(v).

(i) warrants that Contractor will use industry best practices regularly for the purpose of identifying, screening, and preventing any Disabling Device in System and shall not itself intentionally or negligently install or allow the installation of any Disabling Device in the System.

(j) Based on the information made available to the Contractor by the County, Contractor represents and warrants that it has no knowledge that the County's existing system, together with the configuration recommended by Contractor for use with the System and incorporated in this Contract, is not sufficient in size, capacity, and processing capability to operate the System in accordance with the terms of this Contract.

(k) Contractor will comply with all instructions from the County with respect to the provision of Services and the System, including instructions to configure the System to the extent of the System's capabilities, so as to comply with any valid Plan of Compliance to satisfy the Shakman Judgment.

(l) warrants that the System provided by Contractor under this Contract, and County's use thereof, in accordance with the terms herein, or exercise of any intellectual property rights granted under this Contract, will not infringe or otherwise violate any statutory or other rights of any third party in or to any intellectual property therein including, without limitation, copyrights, patents, trade secrets, trademarks, or moral rights;

(m) warrants that as of the Effective Date, there is no outstanding, pending litigation, or arbitration reasonably expected to have a potential or actual material adverse effect on Contractor's ability to fulfill its obligations hereunder;

(n) warrants that as of the date furnished, no statement contained in writing in any Documentation or Deliverables intentionally contained any untrue statement of a material fact or intentionally omitted any material fact necessary to make the statements made not misleading;

(o) warrants that the Career Section portion of the System is substantially compliant with the requirements of applicable law, including the Illinois Web Accessibility Standards and Section 508 of the Americans with Disabilities Act. The Illinois Web Accessibility Standards include provisions for accessibility to those that are sight impaired, hearing impaired, and those with limited mobility and dexterity. Contractor will make all reasonable efforts to correct or mitigate non-conformities with the warranty above, whether those non-conformities are identified by Contractor or by the County;

(p) warrants that the information provided in the Economic Disclosure Statements are accurate and 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; and

(q) warrants that the Contractor is in compliance with County ordinances.

#### **6.2 Joint and Several Liability**

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

#### **6.3 Non-Liability of Public Officials**

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

#### **6.4 Limitation of Liability**

EXCEPT AS OTHERWISE EXPRESSLY PROVIDED HEREIN, IN NO EVENT (i) SHALL EITHER PARTY BE LIABLE FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES (EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES); NOR (ii) SHALL EITHER PARTY BE LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS CONTRACT UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY, OR OTHER LEGAL OR EQUITABLE THEORY FOR ANY AMOUNTS IN EXCESS, IN THE AGGREGATE, OF THREE TIMES THE SERVICE FEES PAID BY COUNTY TO CONTRACTOR HEREUNDER FOR SERVICES RENDERED BY CONTRACTOR OVER THE PRECEDING TWELVE (12) MONTHS OR, IF PRIOR TO THE TWELFTH MONTH OF THIS CONTRACT, THE GREATER OF THREE TIMES THE FEE ESTIMATE REFLECTED IN THE THEN-CURRENT STATEMENT OF WORK. OR THREE TIMES THE FEES PAID TO DATE. THE EXCLUSIONS AND LIMITATIONS OF THIS SECTION DO NOT APPLY TO ANY BREACH BY EITHER PARTY OF ITS OBLIGATIONS HEREUNDER REGARDING CONFIDENTIALITY, INDEMNITY, OR LIABILITY ARISING FOR BODILY INJURY OF A PERSON, GROSS NEGLIGENCE, OR WILLFUL MISCONDUCT.

#### **6.5 Disclaimer**

Except as expressly set forth herein, Contractor makes no warranties to the County or to any third party, whether express, implied, or statutory regarding or relating to any Deliverable or any materials or services furnished or provided to the County under this Agreement. CONTRACTOR HEREBY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT

TO THE DELIVERABLES AND SAID OTHER MATERIALS AND SERVICES, AND WITH RESPECT TO THE USE OF ANY OF THE FOREGOING.

## ARTICLE 7. EVENTS OF DEFAULT, REMEDIES, TERMINATION, SUSPENSION AND RIGHT TO OFFSET

### 7.1 Events of Default Defined

The following constitute events of default:

(a) Any material misrepresentation, whether negligent or willful, made by Contractor to the County.

(b) Breach of any warranty set out in Part III, Section 6.1 Warranties and Representations.

(c) Contractor's failure to perform any of the following obligations under this Contract: (i) Failure to have and maintain all professional licenses required by law to perform the Services; (ii) Material failure to timely perform the Services, excluding any delays and hindrances that are due solely to the failure of the County to perform acts for which the County is responsible pursuant to this Contract; (iii) Inability to perform the Services satisfactorily as a result of insolvency, filing for bankruptcy, or assignment for the benefit of creditors; (iv) Failure to promptly re-perform, as required, within a reasonable time and at no cost to the County, Services that are rejected because they do not meet the agreed Acceptance Criteria, excluding any Services that are performed on a time and materials basis, unless the work performed on a time and materials basis is below the commercially reasonable standards of performance in Contractor's industry; (v) Discontinuance of the Services for reasons within Contractor's reasonable control; (vi) Failure to comply with the County's certifications or Ordinances; (vii) Failure promptly to update EDS(s) furnished in connection with this Contract when the information or responses contained in it or them is no longer complete or accurate; (viii) any other acts specifically stated in this Contract as constituting an act of default and (ix) any material violation, as determined by County in County's reasonable discretion, of any material provision in Part II, General Conditions, unless otherwise addressed in this Section 7.

(d) Any assignment or change in ownership or control of Contractor without the prior written approval of the Purchasing Agent (when such prior approval is permissible by law) in which the entity involved in such transaction (i) is not current in taxes owed to the State of Illinois or to the County, (ii) has been suspended or debarred from doing business with any unit of municipal, state, or federal government, (iii) would be in violation of any provision of this Contract if it were the signatory or (iv) would provide a response on an EDS that would be objectionable to the County.

(e) Contractor's default under any other Contract it may presently have or may enter into with the County for the duration of this Contract. Contractor acknowledges that in the event of a default under this Contract the County may also declare a default under any such other Contracts.

(f) Contractor's violation of County ordinance(s) unrelated to performance under the Contract such that, in the opinion of the Purchasing Agent, it indicates a willful or reckless disregard for County laws and regulations.

## 7.2 Remedies

(a) Notices. The occurrence of any event of default listed in Sections 7.1(a), 7.1(b) (excluding a violation of Section 6.1(f), 7.1 (c)(i), (iii), (vi), 7.1(d), 7.1(e) or 7.1(f)) permits the County to declare Contractor in default without a right to cure; provided, however, that a violation of GC-18 concerning matters covered by Section 7.1(c)(vii) shall be subject to the 10 day business cure period set for the below. The Purchasing Agent may also in any case of default listed above, in his or her sole discretion, give Contractor an opportunity to cure the default within a certain period of time, which period of time shall not exceed ten (10) calendar days unless extended by the Purchasing Agent. The occurrence of any event of default listed in Section 7.1 (b) (to the extent arising from a violation of Section 6.1(f), 7.1(c)(ii), (iv), (v), (vii), (viii) or (ix)), permits the County to declare Contractor in default with a right to cure, which shall be subject to a ten (10) business day cure period, after which, if uncured, the County may proceed with default remedies, unless such cure period is extended by the Purchasing Agent.

The Purchasing Agent will give Contractor written notice of the default in the form of a cure notice ("Cure Notice") unless this Agreement specifically states no cure period is applicable, in which case the Purchasing Agent may issue a default notice ("Default Notice") If the Purchasing Agent gives a Default Notice, he/she will also indicate any present intent he/she may have to terminate this Agreement, and the decision to terminate is final and effective upon giving the notice. If the Purchasing Agent decides not to terminate, this decision will not preclude him/her from later deciding to terminate the Agreement in a later notice, which will be final and effective upon the giving of the notice or on the date set forth in the notice, whichever is later. The Purchasing Agent may give a Default Notice if Contractor fails to 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 7.2, Contractor must discontinue any Services, unless otherwise directed in the notice, and deliver all materials accumulated in the performance of this Agreement, whether completed or in the process, to the County.

(b) Exercise of Remedies. After giving a Default Notice and right to cure, if applicable, the County may invoke any or all of the following remedies set forth below: (i) The right to take over and complete the Services, or any part of them, at Contractor's expense and as agent for Contractor, either directly or through others. If a determination of default has been made and the County has engaged a third party to take over and complete the Consulting Service, Contractor must pay the difference between the total amount of this bill and the amount the County would have paid Contractor under the terms and conditions of this Contract for the Services that were assumed by the County as agent for Contractor under this Section 7.2 for a transition period not to exceed one (1) month; (ii) The right to terminate this Contract 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 to which the County is entitled under applicable law; (v) The right to withhold the reasonably disputed portions of any invoice issued in connection with this Contract; (vi) The

right to deem Contractor non-responsible in future contracts to be awarded by the County; and (vii) The right to declare default on any other contract or Contract Contractor may have with the County.

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

(d) Non-Exclusivity of Remedies. The remedies under the terms of this Contract 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. The parties agree that any breach of Sections 2.17 (a) - (c) would cause irreparable injury for which no adequate remedy at law exists; therefore, the parties agree that equitable remedies, including without limitation injunctive relief and specific performance, are appropriate remedies to redress any breach or threatened breach of this Contract, in addition to other remedies available to the parties; provided, however, that the parties agree that the breaching party will have a 5 business day cure period after written notice of such breach before the other party seeks equitable remedies.

### **7.3 Early Termination**

(a) In addition to termination under Sections 7.1 and 7.2 of this Contract, the County may, following 24 months from the Effective Date and upon not less than ninety (90) days prior written notice ("Termination Notice") to Contractor, terminate this Contract or any portion of the Services to be performed hereunder, at any time by a notice in writing from the County to Contractor. The County will give the ninety (90) day notice to Contractor in accordance with the provisions of detailed in the General Conditions, and the effective date of termination will be the date stated in the notice. If County has paid in advance for any Services or the use of the System, Contractor will refund County the value of such Services or System usage paid for and unused, based on the stated prices in the applicable Exhibit or Statement of Work on either a time and materials or percentage of completion basis with respect to Services (which will be determined by the compensation model in use for such services as outlined in the applicable pricing exhibit) and on a daily prorated basis for System usage and Operational Services as measured from the date the System and Operational Services are disabled from access by the County. If the County elects to terminate any Services or the System, such Services (excluding Operational Services which are provided as part of Disengagement Services) to be provided under it must cease and all Deliverables that may have been accumulated in performing such Services, whether completed or in process, must be delivered to the County effective 10 days after the date the notice is considered received as provided under the General Conditions of this Contract (if no date is given) or upon the effective date stated in the notice. Notwithstanding the above, if County elects full termination of this Contract or use of the System pursuant to this Section 7.3,

County shall pay within 60 days following the effective date of termination (i) all fees due on the basis of actual hours worked for all consulting services delivered on a time and materials basis and on a percentage of completion basis for all consulting services delivered on a fixed bid basis; and (ii) an early termination fee equal to 50% of all Annual System License Fees that would have become due under this Contract from the effective date of termination through the expiration of this forty-eight month Contract in accordance with the Exhibit 6 payment schedule had County not elected to terminate this Contract pursuant to this Section 7.3. Access to the System and Operational Services will be disabled no earlier than the day upon which the Committed Fees are exhausted based on the prorated daily amount of the Annual System License and Service Fees in Exhibit 6 for the Term as defined in Exhibit 3.

(b) After the notice is received, Contractor must restrict its activities, and those of its Subcontractors, to winding down any reports, analyses, or other activities previously begun. No costs incurred after the effective date of the termination are allowed. Payment for any Services actually 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 Contractor must attempt to agree on the amount of compensation to be paid to Contractor, but if not agreed on, the dispute must be settled in accordance with the General Conditions of this Contract. The payment so made to Contractor is in full settlement for all Services satisfactorily performed under this Contract.

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

(d) If the County elects to terminate this Contract for default, and if such termination is determined in a court of competent jurisdiction to have been wrongful, then in that case the termination is to be considered an early termination under this Section.

#### **7.4 Suspension**

The County may at any time request that Contractor suspend its Services, or any part of them, by giving 15 days prior written notice to Contractor or upon informal oral, or even no notice, in the event of emergency. No costs incurred after the effective date of such suspension are allowed. Contractor must promptly resume its performance of the Services under the same terms and conditions as stated in this Contract upon written notice by the Purchasing Agent and such equitable extension of time as may be mutually agreed upon by the Purchasing Agent and Contractor when necessary for continuation or completion of Services. Any additional costs or expenses actually incurred by Contractor as a result of recommencing the Services must be treated in accordance with the compensation provisions under Article 5 of this Contract. No suspension of this Contract is permitted in the aggregate to exceed a period of 45 days within anyone year of this Contract. If the total number of days of suspension exceeds 45 days,

Contractor by written notice to the County may treat the suspension as an early termination of this Contract under Section 7.3.

#### **7.5 Right to Offset**

In connection with Contractor's performance under this Contract, the County may offset any incremental costs and other damages the County incurs in any or all of the following circumstances if the County has any credits due or has made any overpayments under this Contract. The County may offset these incremental costs and other damages by use of any payment due for Services completed before the County terminated this Contract or before the County exercised any remedies. If the amount offset is insufficient to cover those incremental costs and other damages, Contractor 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.

#### **7.6 Contractor's Right to Terminate**

Contractor may, by written notice to the County, terminate this Agreement if any of the following events ("Termination Events") occur:

(a) The County fails to pay any amount due Contractor within ninety (90) days after Contractor gives the County written notice of such nonpayment provided the date of such nonpayment notice does not precede the payment due date; or

(b) The County is found to be in material breach of any confidentially obligation or obligation with respect to Contractor's intellectual property rights, which breach, if capable of being cured, is not cured within sixty (60) days after Contractor gives the County written notice of such breach, or if such breach is not capable of being cured, then if the County fails within such sixty (60) day period to commence to use commercially reasonable efforts to prevent such breach from recurring.

## EXHIBIT 1

### PROJECT DEFINITION SERVICES

In accordance with Article 2 of this Agreement, this exhibit outlines the scope of Consulting Services that the Contractor will provide for the Hiring and Onboarding System project.

#### 1. Background

The County plans to implement Taleo Enterprise Edition as the County's enterprise recruiting and hiring system. The County is a large, complex, and demanding organization with a recruiting environment and set of needs comprising multiple elected officials, departments, multiple unions, diverse job types, varying processes, high volumes, and hundreds of users. In addition, the County has the added challenge of meeting the needs of various constituents while complying with the requirements of the Shakman Decree, which provides that, except for Shakman-exempt job positions, County hiring will be free of political influence.

The County has articulated three major objectives of the initiative to improve the County hiring process:

- Improve the sourcing of candidates to increase the number and quality of candidates;
- Decrease the time to hire staff; and
- Improve monitoring and control to ensure that the County hiring process is objective, transparent, and fully auditable.

#### 2. Purpose and Implementation Methodology

The County has selected Taleo Enterprise Edition as the hiring and onboarding system that it plans to deploy to every County department. Taleo's proven approach is utilizing an implementation methodology which is based on four basic phases, the foundation of which is an iterative prototype and testing phase that is reached early in the project through the configuration efforts of the Taleo consultants and your project team members. Our approach to implementation is collaborative in nature to ensure sufficient knowledge transfer and self-sufficiency for all customers; hence your team will be responsible for supporting a set of project tasks and major work products. The Taleo project phases: Project Definition, Analysis and Design, Prototyping, and Deploy, each contain a summary of task responsibilities, and major work products and are described in further detail in this Exhibit 1. Individual task assignments which comprise each project phase are finalized in the collaborative project work plans created during the Project Definition Phases.

### 3. Project Resources

Subject to resource availability on the actual start date of the Consulting Services, Contractor agrees to provide the following resources to complete the implementation:

Name	Role	Experience	Task Summary
TBD	Project Director	Over 12 years of consulting experience	<ul style="list-style-type: none"> <li>• Participates in Strategic decision making for Contractor</li> <li>• Acts as escalation point for major issues and responsible to provide resolutions</li> <li>• Oversees the project delivery, resource allocation and budget</li> <li>• Participates in Steering Committee meetings</li> </ul>
TBD	Project Manager	5 to 10 years of Project Management experience 3 to 5 years of Human Resources, staffing, and consulting related experience	<ul style="list-style-type: none"> <li>• Manages the day-to-day aspects of the project</li> <li>• Reviews all project deliverables</li> <li>• Tracks and resolves issues</li> <li>• Tracks action items and budgets</li> <li>• Reports on project status</li> <li>• Tracks interdependencies</li> <li>• Develops project plan</li> <li>• Leads deliverable completion effort</li> <li>• Provided ongoing support throughout the implementation</li> </ul>
TBD	Senior Taleo Business Consultant	10 to 15 years of Human Resources, staffing, and consulting related experience	<ul style="list-style-type: none"> <li>• Identifies and documents high level processes, including roles, process steps, and forms</li> <li>• Facilitates design of future processes</li> <li>• Identifies and documents gaps between current and future processes</li> <li>• Defines functional business requirements</li> <li>• Conducts fit gap analysis of software and future processes</li> <li>• Develops content, change management, training and communications strategies</li> </ul>
TBD	Configuration	7+ years of relevant business and/or technology experience, 4 to 8 years of enterprise application configuration experience, including multiple years of experience configuring for Taleo clients	<ul style="list-style-type: none"> <li>• Identifies and documents high level processes, including roles, process steps, and forms</li> <li>• Facilitates design of future processes</li> <li>• Identifies and documents gaps between current and future processes</li> <li>• Configures and unit tests configurations to Taleo Software modules based on County needs and future process</li> <li>• Documents configurations and business rationale in Configuration Handbook</li> </ul>

TBD	Senior Taleo Integration Consultant	5 to 10 years of technical expertise with technical design, Webmethods, Taleo integration tools, and other B2B technology	<ul style="list-style-type: none"> <li>Identifies interface points and analyzes work effort to integrate the System with other County systems, including: FMIS; Budget System; Secretary of State (drivers license) or Other</li> <li>Provides technical documentation</li> <li>Helps define ongoing support needs</li> </ul>
TBD	Senior Taleo Infrastructure Consultant	5 to 10 years of technical expertise with technical infrastructure design, analysis, troubleshooting, and implementation	<ul style="list-style-type: none"> <li>Conduct technology infrastructure readiness assessment</li> <li>Analyze assessment results and provide recommendations to the County</li> <li>Provide additional technology infrastructure strategy consulting to the County on an as needed basis</li> </ul>
TBD	Senior Business Analysts	Five plus years of experience as a business analyst on enterprise application implementation projects	<ul style="list-style-type: none"> <li>Identification and documentation of business processes, including roles, process steps, and forms</li> <li>Helps to design, validate, and document the future business processes</li> <li>Assists with the identification, documentation, and resolution of gaps between current and future processes</li> <li>Helps to define functional business requirements Supports the training and testing efforts</li> </ul>
TBD	Architect/ Senior Developer	5+ years of software development experience, including hands on enterprise application architecture, interface development, and data conversion/migration expertise	<ul style="list-style-type: none"> <li>Designs system architecture per BIS standards</li> <li>Technical lead for the design and development of system interfaces to and from County systems and the System</li> <li>Technical lead for the data conversion and migration effort</li> <li>Provide knowledge transfer to County technical staff</li> </ul>
TBD	Taleo Training Consultant	3 to 5 years of software application training experience for enterprise business applications per Taleo Education hiring practices and standards	<ul style="list-style-type: none"> <li>Develop training plan for enterprise rollout based on roles, modules, and competencies</li> <li>Lead the development of training materials for all user groups that maps business processes to user rolls</li> <li>Assist with the design of the train the trainer model to ensure that the County is properly trained to manage this function in the future</li> <li>Train other trainers</li> </ul>

TBD	Taleo Integration Consultant	3 to 5 years of technical expertise with technical design, Webmethods, Taleo integration tools, and other B2B technology	<ul style="list-style-type: none"> <li>• Designs, develops, and tests interfaces between the System and County systems using Taleo Connect Client, including: FMIS; Budget System; Secretary of State (drivers license) or Other</li> <li>• Prepares technical documentation</li> <li>• Performs knowledge transfer to County developers</li> <li>• Helps define ongoing support needs</li> </ul>
TBD	Content Analyst	3 to 5 years of business consulting, including at least 2 years of developing and validating job applicant screening criteria in objective question format	<ul style="list-style-type: none"> <li>• Develops System content — creates/refines job specifications, converts qualifying and pre-screening criteria to question format, and develops and analyzes different weighting standards for proper pre-screening of County job candidates</li> <li>• Works with hiring liaisons to identify and validate County job title hiring specifications and criteria</li> <li>• Reviews all work product with Senior Content Analysts and Cook County resources</li> </ul>
TBD	Q/A Testing Analyst	5+ years of experience as a QA/Testing Analyst on enterprise application implementation Projects	<ul style="list-style-type: none"> <li>• Assists with the development of the Testing Plan</li> <li>• Leads the effort to prepare test cases that are consistent with application configurations and business process requirements</li> <li>• Coordinates user testing sessions</li> <li>• Documents testing results and communicates them to project management and the configuration team</li> </ul>

#### 4. Timeline

The initial implementation is expected to be completed in July 2010 and will include electronic candidate capture capabilities for key locations. The complete implementation project is estimated to take 6 to 8 months to complete. Please note that the project duration is based on Contractor's estimate of the time it will take to perform an appropriate level of discovery and analysis to prepare the Deliverables. The actual timeline will be finalized and detailed as part of the detailed Project Plan created during Project Definition.

#### 5. Acceptance

Each Deliverable to be delivered to the County as set forth herein shall be subject to acceptance review in accordance with the guidelines below. Contractor shall notify the County Chief of Human Resources or his designee of the completion of each Deliverable by written communication to the County (including by email) (the "Contractor Notice"). The County shall have fifteen (15) calendar days from the receipt of the Contractor Notice (the "Acceptance Period") in order to confirm the Deliverable performs and/or conforms to the description of such

Deliverable as set forth herein ("Acceptance Criteria").

Upon the County's completion of the acceptance review, but in no event later than the end of the Acceptance Period, County shall either: (a) provide acceptance for the Deliverable via an email or otherwise in writing, in which case "acceptance" will be deemed to occur on the date of such notice ("Acceptance"), or (b) notify Contractor that the Deliverable did not satisfy the Acceptance Criteria via an email or otherwise in writing and provide Contractor with a reasonably detailed written description of any nonconformities.

If the County reasonably determines that the Deliverable has not satisfied the Acceptance Criteria, Contractor will work diligently to correct the nonconformity within fifteen (15) calendar days of the County's notice (or such other period of time as mutually agreed to in writing by the parties) (the "Correction Period"). The County will have ten (10) calendar days following each redelivery of a Deliverable for reevaluation by the County (the "Reevaluation Period"). The County shall notify Contractor before the end of any Reevaluation Period if Contractor failed to correct the nonconforming Deliverable. Failure to notify Contractor of acceptance or rejection within the Acceptance Period or Reevaluation Period, as applicable, or use of the Deliverable in a production environment shall be deemed acceptance.

6. Assumptions

- 6.1. The County shall provide Contractor's consultants with workspace and network access while consultants are working on site at the County.
- 6.2. The County shall provide Contractor with access to the relevant functional, technical, and internal subject matter experts with adequate skills and knowledge to support the services identified in this Agreement.
- 6.3. The County will designate a Project Lead to work with Contractor's Project Manager to expedite project decisions, assist with providing access to key personnel, provide visibility to the County's project team concerning the project's progress and issues, and facilitate management commitment to the Definition Phase.
- 6.4. The County shall provide Contractor with access to available documentation of current systems and processes related to this project.
- 6.5. The scope of the "Hiring Process" in this Agreement includes all external and internal hires / transfers for all County departments/agencies, offices of Cook County elected public officials, Cook County Health and Hospital System and Cook County Forest Preserve District and the recruiting and onboarding for external and internal hires / transfers of County and Forest Preserve District employees.
- 6.6. County and Contractor will have access to a Taleo application environment for the purpose of the implementation.
- 6.7. Contractor shall notify the County in writing in advance of any situation that may negatively affect Contractor's ability to perform under this Agreement.
- 6.8. Contractor shall provide weekly timesheets and reports on hours to be billed against the project. The Contractor shall not bill more than 40 hours per week for any consultant without prior approval in writing from the County.
- 6.9. Contractor shall provide weekly status reports with achievements against the approved project plan and any late tasks, including mitigation options for "catching up" on any late tasks and/or milestones. Status reports will also report on any risks or issues associated with project deliverables.
- 6.10. Contractor shall provide its consultants with personal computers for all work performed on site at the County. The County and Contractor shall agree to weekly on- site hours for each consultant.
- 6.11. Contractor must make County aware of the data elements available through the

Taleo Integration Toolkit, as referenced in applicable Taleo Documentation.

- 6.12. County and Contractor will jointly develop a specific file-naming and mapping convention for data files.
- 6.13. All County routines to manipulate data sent to Contractor are a sole customer responsibility. County will be responsible for setting up and maintaining connectivity for the data transfer.
- 6.14. Contractor will have no responsibility for set-up of County's internal computing environment, including such items as installation of networking software, Internet software, and connectivity, for either the host and/or County machines. This will be the responsibility of County. Contractor will provide County with the internal computing environment specifications needed to support the System.
- 6.15. Contractor has no responsibility to create and/or enter County Data in the System. At County's request, these activities can be delivered under a separate Exhibit.
- 6.16. The price provided in Exhibit 4 is based on an expected level of involvement from County resources. County agrees to assign qualified resources to the Project as agreed to during detailed project planning activities.
- 6.17. Typical work hours for Contractor are 8:00 a.m. to 5:00 p.m. Weekend work and hours outside of Contractor business hours are out of scope unless prior approval is given by Cook County.
- 6.18. The Contractor Project Manager is the primary County contact for Contractor. Unless otherwise agreed to in writing, the Contractor Project Manager will be dedicated to the Project on at least a 50% basis and will work on site at the County as defined in the detailed project plan and mutually agreed to with Cook County to manage Project requirements and internal resources, answer questions, work on different Project tasks, validate approaches put forward, and decide on business issues.
- 6.19. Cook County will provide a project administrator to be directed by the Taleo Project Manager to complete the following ongoing activities as required on the project:
  - Schedules team member meetings
  - Schedules training classes
  - updates Deliverables
  - research and analysis as requested
  - documentation as directedThis role is expect to be full time for the entire project

## **7. Implementation Services**

This Exhibit 1 documents the project phases, the deliverables within those phases, and the Taleo and Customer responsibilities for the work products and expected outcomes for the functional and technical configuration work. In addition, the functionality and business processes selected by Customer for inclusion in this SOW are defined within the detailed scope section. Any functionality or technology not specifically included in this SOW is considered to be outside of scope and can only be added to the work effort through the formal change control process.

The work effort by Taleo will consist of project management, change management guidance, guidance in the analysis and design of new business processes, preparation of selected work products, and collaborative participation in the configuration, prototype/testing and deployment of the solution.

## **8. Project Definition Phase**

The purpose of this "Definition Phase", which is estimated to begin in December of 2009, is to validate County needs against the initial detailed project plan, modify / refine scope and prepare the County for the implementation of Taleo Enterprise Edition ASP software. The deliverables will enable the County and Taleo Corporation to incorporate and install ASP software subscription for Taleo Enterprise Edition and select software modules, including hosting and other related services to implement Taleo Enterprise Edition. Contractor will provide consultants with experience implementing Taleo software, who will work collaboratively with the County to review and analyze existing processes and develop strategic plans and a detailed project plan to implement and maintain Taleo's Enterprise Edition hiring and onboarding system. Taleo will assist the County to prepare a written strategy and detailed plan in order to secure and allocate personnel, and other resources to efficiently and effectively complete the hiring and onboarding system project. Such items as the extent of the development and change to Customer-specific content libraries and availability of Customer resources can impact the project timeline.

### **8.1. Definition Phase Scope of Work:**

- 8.1.1. Define the project charter
- 8.1.2. Confirm and refine the project scope of the Taleo hiring and onboarding project
- 8.1.3. Identify potential project risks and develop mitigation plans
- 8.1.4. Develop strategic plans for all major components of the Taleo implementation as specified in Section 5 Deliverables.
- 8.1.5. Determine Taleo, County, and other resources needed to execute the plan
- 8.1.6. Define a clear and detailed rollout strategy and project plan for the complete lifecycle of the Taleo hiring and onboarding initiative

### **8.2. Definition Phase Approach Major Tasks:**

- 8.2.1. Planning
  - 8.2.1.1. Validate Phase scope and objectives
  - 8.2.1.2. Revise project plan for the Definition Phase
  - 8.2.1.3. Determine deliverable acceptance criteria
  - 8.2.1.4. Identity key project metrics

- 8.2.1.5. Refine project charter
- 8.2.1.6. Refine project management templates
- 8.2.2. Discovery
  - 8.2.2.1 Review documentation of current County hiring processes and variants
  - 8.2.2.2 Review existing content (i.e., job specifications, scoring and screening criteria, etc.)
  - 8.2.2.3 Interview process participants to gain an understanding of the County's various hiring processes
  - 8.2.2.4 Assess existing systems and data that support the County's Hiring Plan
  - 8.2.2.5 Perform technical assessment
  - 8.2.2.6 Identify potential interface and integration points
  - 8.2.2.7 Identify key hiring process metrics and reporting needs
  - 8.2.2.8 Conduct risk assessment
- 8.2.3 Analysis, Recommendations, Decisions, and Validation
  - 8.2.3.1 Business Process Reengineering, content, and gap analysis
    - 8.2.3.1.1 Confirm and refine high level functional requirements
    - 8.2.3.1.2 Perform map and gap analysis to identify functional gaps
    - 8.2.3.1.3 Develop content strategy
    - 8.2.3.1.4 Confirm solution functions to be deployed
    - 8.2.3.1.5 Confirm necessary process changes and other plans to address functional gaps
    - 8.2.3.1.6 Identify key hiring process metrics and reporting needs
    - 8.2.3.1.7 Transfer knowledge on content strategy and development to County personnel
    - 8.2.3.1.8 Confirm Taleo software modules being implemented
    - 8.2.3.1.9 Confirm testing strategy
  - 8.2.3.2 Technical infrastructure and integration
    - 8.2.3.2.1 Develop integration plan that documents system integration requirements and data cleansing, conversion, and migration needs
    - 8.2.3.2.2 Confirm technical/network components in preparation for a thorough readiness assessment
  - 8.2.3.3 Change management
    - 8.2.3.3.1 Determine training strategy
    - 8.2.3.3.2 Determine communications strategy
    - 8.2.3.3.3 Define organizational change management strategy
  - 8.2.3.4 Project management
    - 8.2.3.4.1 Define, select, and prepare project management tools and templates
    - 8.2.3.4.2 Determine risk mitigation plans

- 8.2.3.4.3 Confirm team structure and resource needs
- 8.2.3.4.4 Prepare change control process

8.2.4 Prepare for Implementation Phase

- 8.2.4.1 Define Rollout (deployment) Strategy
- 8.2.4.2 Develop detailed resource loaded project plan for implementation and ongoing phases with staffing model and estimated project budget
- 8.2.4.3 Prepare for and conduct Definition Phase project closeout

8.3. Definition Phase Deliverables

During the Project Definition Phase, Contractor will produce the following Deliverables for the County:

Deliverable	Description
<b>Revised Project Plan</b>	Review and validate the existing project plan that Taleo and the County collaboratively prepared for the Definition Phase to account for actual start date, contracted scope, and any identified project constraints and dependencies
<b>Status Reports and Project Notebook</b>	These are Contractor Project Management reports to be updated and delivered to Customer Project Manager on a weekly basis throughout the implementation. Periodic reports of project status that include, tasks completed, tasks in progress, issues, risks, and deliverables due. The Project Notebook includes contact list, project calendar, open action items, deliverables tracking, consultant hours, etc.

Deliverable	Description
<b>Project Charter</b>	The project charter serves to provide a high-level summary of the project between the County and Taleo. This document will contain an overview of the major goals, objectives, deliverables, timelines, strategy, roles, and responsibilities. This document will be used as a key benchmark to ultimately measure the overall success of the initiative.
<b>Project Management Planning</b> <ul style="list-style-type: none"> <li>• Project Management Templates</li> <li>• Risks and Issues Mitigation Plan</li> </ul>	Prepare project management templates, a risks and issues mitigation plan, communications strategy, and change control plan. County standard project management deliverables will be used on this project and may include the following:  Status Reports                      Collaboration Tool                      Deliverable

<ul style="list-style-type: none"> <li>• Communication Strategy</li> <li>• Change and Control Plan</li> </ul>	Weekly Task Lists Risks/Issues Tracking Log Agenda Meeting Minutes	Contact List Change Control Process Budget Deliverable Approval Std.	Template Schedule Forecast Project Health Assessment Project Snapshot
<b>Technical Infrastructure Review</b>	<p>The written Technical Infrastructure Review involves the identification and analysis of the County's computing and network environment for compliance with Taleo's technical requirements based on County documented standards. Areas of potential negative impact on service delivery and performance will be documented with a plan for a detailed Technical Infrastructure Readiness Assessment to be performed during the Analysis and Design Stage of the Implementation Phase of the overall project. This will include high-level assumptions on tools and/or infrastructure upgrades that may be needed at the County.</p>		
<b>High Level Requirements</b>	<p>Documentation of the high-level functional requirements for the County's hiring process. This will include identification and documentation of the major steps, process flow, roles, forms, user access requirements, and any County unique/specific steps in the existing standard and variant hiring processes.</p>		
<b>Functional Gap Analysis</b>	<p>This includes documentation on any high level functional gaps identified by mapping the target future hiring process(es) and needs to the capabilities within Taleo Enterprise Edition and the various modules that comprise the system. The goal of this effort is to identify any steps or portions of the hiring process that will be difficult to implement with Taleo and develop a resolution plan based on industry standard tools and best practices.</p>		
<b>Content Strategy</b>	<p>Strategy, templates, and business rules for the County to create job descriptions, scoring criteria, screening questions, interview questions, hiring communications, etc. that includes industry best practices and a proven method to develop content to maximize the utility of Taleo Enterprise Edition while also complying with County compliance requirements.</p>		

Deliverable	Description
<b>Integration Strategy</b>	This document includes the identification, discovery, high-level analysis, and draft approach and timeline to create interfaces in and out of Taleo from other select systems as determined by Bureau of Human Resources (BHR) and the Bureau of Information Technology (BIT). This will document a strategy for data cleansing, conversion, and migration. This will also address the potential need to extract data from Taleo for use in a Business Objects Universe that integrates data from other County systems (i.e., FMIS, benefits systems, etc.) for better analysis and decision-making.
<b>Testing Strategy</b>	This document outlines a strategy for the testing and quality control/quality assurance process for the project, including any tools, technologies (including Taleo and Interfaces to County systems), methods, test cases, and testing resources.
<b>Metrics and Reporting</b>	This will document the County's needs and strategy to define, measure, and report on quantitative and qualitative key performance indicators and other organizational needs.
<b>Organizational Change Management Strategy</b>	This will include a high level assessment of the organization's readiness to adopt new technology (executives, hiring managers, recruiters and candidates) and the development of a change management strategy and action plan to address and manage the natural human dynamics of change to achieve better, faster adoption of change. The strategy will include development of a support model for internal and/or external communities. This strategy will help the County mitigate risk while communicating project and solution benefits to project stakeholders.
<b>Training Strategy</b>	This is a strategic plan to identify and document training needs based on roles, modules, and staff computer competency. The strategy will include the number and types of training required, number of trainees, training method(s), materials needs, and timeline of training activities, which will be coordinated with other project phases and activities.
<b>Rollout Strategy</b>	This will document the Taleo implementation approach, (e.g., phased implementation of departments over a period of 6 to 9 months or deployment to all departments at once), the order in which departments transition to Taleo during the Deployment Phase, and the technical integration and rollout strategy. This deliverable will document the selected Taleo software modules for implementation and a support strategy for post implementation maintenance and improvements. This will also include documentation of the decision criteria, analysis, recommendations, and decisions regarding which departments are included in the Pilot Phase.
<b>Detailed Project Plan</b>	Approved detailed project plan (including any sub-plans) with task, duration and dependencies..

## **9. Implementation Phase (Analysis & Design, Prototyping, Deployment Phase)**

The purpose of the Implementation Phase is to implement Taleo Enterprise Edition™ as the County's enterprise hiring and onboarding system that is to be deployed for the recruiting, hiring, and onboarding for all County departments. Contractor will provide consultants with experience implementing Taleo Software, who will work collaboratively with the County to perform the following Services.

- 9.1. Review and analyze existing hiring processes in detail
- 9.2. Design the workflow and other aspects of the hiring process based on System functionality leveraging industry best practices and Contractor experience subject to the Plan for Compliance and/or Hiring Plan
- 9.3. Prepare content (scoring and screening criteria)
- 9.4. Configure and test the Taleo Software Modules (as outlined in Exhibit 3 and 6), including:
  - Staffing WebTop™ to sustain the following processes
    - Requisition management
    - Candidate acquisition
    - Candidate management
  - Personalized Taleo Career Section
  - Resume Parsing
- 9.5. Configured list of skills per job category using the Taleo skills library
- 9.6. Offer Management
- 9.7. Job Posting to Job Boards
- 9.8. EEO functionality for EEO data collection in the job application process
- 9.9. Design and development of bi-directional integration with County's system and other interfaces using Taleo Connect Client (consistent with Integration Strategy from the Project Definition Phase)
- 9.10. Data conversion and migration
- 9.11. Onboarding
  - 9.11.1. Develop and implement change management initiative
- 9.12. Change Management
- 9.13. Communications
- 9.14. Organizational Design
  - 9.14.1. Effectively prepare County staff (i.e., recruiters, and administrators) for the use of the System through training
  - 9.14.2. Conduct user acceptance testing
  - 9.14.3. Deploy system and process changes in phased rollout
  - 9.14.4. Provide ongoing maintenance and support
  - 9.14.5. Provide post production evaluation and optimization

The Deliverables from this Implementation Phase will enable the County to successfully implement Taleo Enterprise Edition and defined system interfaces to improve the County's hiring process.

## **10. Implementation Phase Approach and Deliverables**

The Project Implementation Phase Approach and Deliverables Matrix set forth below includes

the major tasks to be completed and Deliverables to be delivered and assigns each party primary or supporting responsibility for the completion of the task and associated Deliverable(s) and which party supports the completion of the associated task and deliverable(s) (County= C, Taleo = T). The Responsible Party is ultimately responsible for completing the task and associated Deliverable(s), subject to a reasonable level of support from the other party based on the circumstances. The Supporting Party is responsible to actively support the task and Deliverable(s) by participating, and/or providing the appropriate level of guidance, analysis, and/or recommendations. The work efforts to complete all tasks and Deliverables will be consistent with the strategies developed during the Definition Phase of the project and along with the Project timeline and schedule will be contained in the Implementation Phase Project Plan.

Approach and Deliverables Matrix			
Tasks	Deliverables	Responsible	Supports
<b>10.1 Initiate and Plan the Project</b>			
10.1.1. Prepare for and conduct kick off meeting	<ul style="list-style-type: none"> <li>Kick-off Meeting Presentation</li> <li>Kick-off Meeting</li> </ul>	T, C	
10.1.2. Validate Implementation Phase Project Plan	<ul style="list-style-type: none"> <li>Implementation Phase Project Plan</li> </ul>	T, C	
10.1.3. Update Project Management Tools	<ul style="list-style-type: none"> <li>Project Notebook</li> <li>Risks and Issues Logs</li> <li>Project Charter</li> </ul>	T, C	
10.1.4. Assemble and Mobilize Project Team		T, C	
<b>10.2. Analysis and Design</b>			
<b>10.2.1. Business Process Design</b>			
<b>Phase I — Recruiting &amp; Scoring<sup>2</sup></b>			
Review "as is" Processes	<ul style="list-style-type: none"> <li>Revised "as is" Process Maps</li> </ul>	C, T	
Analyze "as is" Processes and Vision "to be" Processes Based on Software Capabilities, Recognized Best Practices, Experience, and the Plan for Compliance/Hiring Plan	<ul style="list-style-type: none"> <li>Detailed Requirements</li> </ul>	C, T	
Decide on "to be" Processes	<ul style="list-style-type: none"> <li>Detailed "to be" Process Flows</li> </ul>	C	T
Design and Document System Specification and Configurations for Appropriate Modules	<ul style="list-style-type: none"> <li>Configuration Workbook</li> <li>User Interface Navigation (Career Sections) will be validated for specific application flows</li> </ul>	T	C
<b>Phase II — Screening, Hiring &amp; Onboarding<sup>3</sup></b>			
Review "as is" Processes	<ul style="list-style-type: none"> <li>Revised "as is" Process Maps</li> </ul>	C, T	
Analyze "as is" Processes and Vision "to be" Processes Based on Software Capabilities, Recognized Best Practices, Experience, and the Plan for Compliance	<ul style="list-style-type: none"> <li>Detailed Requirements</li> </ul>	C, T	

Decide on "to be" Processes	<ul style="list-style-type: none"> <li>Detailed "to be" Process Flows</li> </ul>	C	T
Design and Document System Specification and Configurations for Each Module	<ul style="list-style-type: none"> <li>Configuration Workbook</li> </ul>	T	C
<b>10.2.2. Content design</b>			
<b>Phase I — Recruiting &amp; Scoring</b>			

2 **Phase I — Recruiting & Scoring** is the first of the two implementation phases to complete the enterprise installation of CAREERS. This phase covers the County hiring process from the budgeted position through posting the position, scoring, and creation of the eligibility list.

3 **Phase II — Screening, Hiring & Onboarding** is the second of the two implementation phases to complete the enterprise installation of CAREERS. This phase covers the County hiring process from the Eligibility List (created at the end of Phase I) through screening, interviewing, hiring, and onboarding.

Train/Transfer Content Development Knowledge to Content Team (moved from Definition Phase)	<ul style="list-style-type: none"> <li>Content Training</li> <li>Content Development Knowledge Transfer</li> </ul>	T	C
Collect and Analyze "As Is" Content		C	T
Design and Prepare Content Library	<ul style="list-style-type: none"> <li>Content Library</li> </ul>	T, C	
Develop Scoring Criteria (Qualifying Criteria)	<ul style="list-style-type: none"> <li>Scoring Criteria Populated in Content Library</li> </ul>	C	T
Develop and Configure Content (Templates, Pre-Screening Libraries, Evaluation Criteria and Questions, Correspondence, Career Sites, Source Lists, Etc.)	<ul style="list-style-type: none"> <li>Templates</li> <li>Pre-Screening Libraries</li> <li>Evaluation Criteria and Questions</li> <li>Correspondence</li> <li>Career Sites</li> <li>Source Lists</li> </ul>	C, T	
<b>Phase II — Screening, Hiring &amp; Onboarding</b>			
Identify and Validate Department Recruiting Needs, Plans, and Timelines		C	T
Perform Recruiting Analysis Based on Rollout Strategy and Schedule	<ul style="list-style-type: none"> <li>Documentation</li> </ul>	C	T
Develop Screening Criteria and Populate Library	<ul style="list-style-type: none"> <li>Screening Criteria Populated in Content Library</li> </ul>	C	T
Develop and Configure (Templates, Pre-Screening Libraries, Evaluation Criteria and Questions, Correspondence, Career Sites, Source Lists, Etc.)	<ul style="list-style-type: none"> <li>Templates,</li> <li>Pre-Screening Libraries,</li> <li>Evaluation Criteria and Questions</li> <li>Correspondence</li> <li>Career Sites</li> <li>Source Lists</li> </ul>	C	T
<b>10.2.3. System Set Up and Configuration</b>			
<b>Phase I — Recruiting and Scoring</b>			
Set Up County Environments and Software Modules (for all County procured modules outlined in Exhibits 3)	<ul style="list-style-type: none"> <li>Taleo Zone Configuration (Staffing WebTop, MWT, Career Site, etc.)</li> </ul>	T	
Configure System Modules	<ul style="list-style-type: none"> <li>Configured System Modules</li> </ul>	T	C
Prepare and Validate Test Scripts	<ul style="list-style-type: none"> <li>Test Scripts</li> </ul>	T	C

Perform Unit & System Tests, Review, Adjust (Iterative Process)	<ul style="list-style-type: none"> <li>• Test Results</li> <li>• Configured System Modules</li> </ul>	T	C
<b>Phase II — Screening, Hiring &amp; Onboarding</b>			
Configure System Modules	<ul style="list-style-type: none"> <li>• Configured System Modules</li> </ul>	T	C
Prepare and validate Test Scripts	<ul style="list-style-type: none"> <li>• Test Scripts</li> </ul>		
Perform Unit & System Tests, Review, Adjust (Iterative Process)	<ul style="list-style-type: none"> <li>• Test Results</li> <li>• Configured System Modules</li> </ul>	T, C	
<b>10.2.4. Technical Readiness Assessment</b>			
Plan and Prepare for Technology Infrastructure Validation	<ul style="list-style-type: none"> <li>• Technical Infrastructure Analysis Plan</li> </ul>	T	C
Conduct Network Assessment	<ul style="list-style-type: none"> <li>• Network Assessment</li> </ul>	T	C
Create Network Assessment Report	<ul style="list-style-type: none"> <li>• Network Assessment Report</li> </ul>	T	C
<b>10.2.5. System Design</b>			
<b>Phase I — Recruiting &amp; Scoring</b>			

Design System Interfaces & Migrations	<ul style="list-style-type: none"> <li>• Integration Plan</li> <li>• Data Conversion Plan</li> <li>• Interface Mapping/Design &amp; Migration Processes</li> </ul>	T	
Develop System Interfaces & Migration Process	<ul style="list-style-type: none"> <li>• Interfaces</li> </ul>	T, C	
Perform Unit & System Tests, Modify as Necessary	<ul style="list-style-type: none"> <li>• Interfaces</li> <li>• Data Migrations</li> </ul>	T, C	
<b>Phase II — Screening, Hiring &amp; Onboarding</b>			
Design System Interfaces & Migrations	<ul style="list-style-type: none"> <li>• Integration Plan</li> <li>• Data Conversion Plan</li> <li>• Interface Design &amp; Migration Processes</li> </ul>	T	C
Develop System Interfaces & Migration Process	<ul style="list-style-type: none"> <li>• Interfaces</li> <li>• Data Migrations</li> </ul>	T, C	
Perform Unit & System Tests, Modify as Necessary	<ul style="list-style-type: none"> <li>• Interfaces</li> <li>• Data Migrations</li> </ul>	T, C	
<b>10.2.6. Reporting</b>			
<b>Phase I — Recruiting &amp; Scoring</b>			
Identify/Review Reports/Metrics Requirements	<ul style="list-style-type: none"> <li>• Reports/Metrics Requirements</li> </ul>	C, T	
Design Reports	<ul style="list-style-type: none"> <li>• Reporting Plan</li> </ul>	C	T
Develop Reports	<ul style="list-style-type: none"> <li>• Reports</li> </ul>	C	T
Prepare and Validate Test Scripts	<ul style="list-style-type: none"> <li>• Test Scripts</li> </ul>	T	C
Test, Review, and Adjust (Iterative Process)	<ul style="list-style-type: none"> <li>• Test Results</li> </ul>	T, C	
<b>Phase II — Screening, Hiring &amp; Onboarding</b>			
Design Reports	<ul style="list-style-type: none"> <li>• Reporting Plan</li> </ul>	C	T
Develop Reports	<ul style="list-style-type: none"> <li>• Reports</li> </ul>	C	T
Prepare and Validate Test Scripts	<ul style="list-style-type: none"> <li>• Test Scripts</li> </ul>	T	C
Test, Review, and Adjust (Iterative Process)	<ul style="list-style-type: none"> <li>• Test Results</li> </ul>	T, C	
<b>10.2.7. Testing</b>			
<b>Phase I — Recruiting &amp; Scoring</b>			
Prepare Phase I Testing Plan	<ul style="list-style-type: none"> <li>• Testing Plan</li> </ul>	C, T	

Develop User Acceptance Testing (UAT) Scripts	• Test Scripts	T	C
<b>Phase II — Screening, Hiring &amp; Onboarding</b>			
Prepare Phase II Testing Plan	• Testing Plan	C, T	
Develop UAT Test Scripts	• Test Scripts	T	C
<b>10.2.8. Change Management</b>			
<b>Phase I — Recruiting &amp; Scoring</b>			
Assess Stakeholder Needs		C, T	
Develop Communication Plan	• Communications Plan	C	T
Develop Communication Content/Materials	• Communications Templates and Materials	C	T
Release Communications	• Communications	C	T
Assess/Review Effectiveness of Communications		C	T

Update/Revise Communications Plan, Schedule, and Materials	• Communications Plan • Communications Templates and Materials	C	T
Develop Organizational Design Plan	• Organizational Change Design Plan	C	T
<b>Phase II— Screening, Hiring &amp; Onboarding</b>			
Assess Stakeholder Needs		C, T	
Develop Communication Plan	• Communications Plan	C	T
Develop Communication	• Communications Templates and Materials	C	T
Release Communications	• Communications	C	T
Assess/Review Effectiveness of Communications		C	T
Update/Revise Communications Plan, Schedule, and Materials	• Communications Plan • Communications Templates and Materials	C	T
Revise Organizational Design Plan	• Organizational Change Design Plan	C	T
Validate Organizational Design Plan and Revise as Needed	• Revised Organizational Design Plan	C	T
<b>10.2.9. Rollout Planning</b>			
<b>Phase I — Recruiting &amp; Scoring</b>			
Review Definition Phase Rollout Strategy		C, T	
Prepare/Revise Detailed Deployment plan	• Deployment and Rollout Plan	C, T	
<b>Phase II— Screening, Hiring &amp; Onboarding</b>			
Review Definition Phase Rollout Strategy		C, T	
Prepare/Revise Detailed Deployment plan	• Deployment and Rollout Plan	C, T	
<b>10.2.10. Training</b>			
<b>Phase I — Recruiting &amp; Scoring</b>			
Conduct Core Team Training	• Core Project Team Training • Administrator Training	T	C
Develop Training Plan	• Testing Plan	T, C	
Develop Training Content/Materials	• Training Materials	T	C

Update/Revise Training Plan, Schedule, and Materials Based on	• Training Plan	T, C	
<b>Phase II — Screening, Hiring &amp; Onboarding</b>			
Update/Develop Training Plan	• Testing Plan	T, C	
Develop Training Content/Materials	• Training Materials	T	C
Update/Revise Training Plan, Schedule, and Materials Based on Feedback	• Training Plan	T, C	
<b>10.2.11. Maintenance and Support Plan</b>			
<b>Phase I — Recruiting &amp; Scoring</b>			
Assess Post Implementation Maintenance and Support Needs		C	T
Develop Maintenance and Support Plan	• Maintenance and Support Plan	C	T
<b>Phase II — Screening, Hiring &amp; Onboarding</b>			

Re-evaluate Post Implementation Maintenance and Support Needs		C	T
Revise/Develop Maintenance and Support Plan	• Maintenance and Support Plan	C	T
<b>10.3. User Acceptance Testing</b>			
<b>10.3.1. Phase I— Recruiting &amp; Scoring</b>			
Prepare for and Schedule UAT Sessions	• Test Plan	C	T
Conduct UAT Sessions and Document Results	• User Acceptance Test Results	C, T	
Review UAT Results, Modify, and Retest Configurations (as appropriate)	• System Configuration Modifications and Validation	C, T	
Update/Revise Detailed Deployment Plan	• Deployment Plan	C, T	
Revise Training Materials (as necessary)	• Training Materials	C, T	
<b>10.3.2. Phase II — Screening, Hiring &amp; Onboarding</b>			
Prepare for and Schedule UAT Sessions	• Test Plan • Project Communications	C	T
Conduct UAT Sessions and Document Results	• User Acceptance Test Results	C, T	
Review UAT Results, Modify, and Retest Configurations as Appropriate	• System Configuration Modifications and Validation	C, T	
Update/Revise Detailed Deployment Plan	• Deployment Plan	C, T	
Revise Training Materials (as necessary)	• Training Materials	C, T	
<b>10.4 Deployment —Phase I (Applicant Experience And Scoring)</b>			
<b>10.4.1. Change Management</b>			
Prepare and Execute Communications	• Communications	C, T	
Implement Feedback and Improvement Mechanism		C, T	
Review/Revise Organizational Design Plan	• Organizational Design Plan	C	T
Implement Organizational Design Plan in Conjunction with Training		C	T

<b>10.4.2. Training</b>			
Schedule and Prepare Training Resources (Rooms, Equipment, Trainers, etc.) and Training Sessions		C, T	
Conduct Train-the-Trainer Sessions	• Training	T	C
Conduct User Training	• Training	C, T	
Implement Feedback and Improvement Mechanism	• Training Materials	C, T	
<b>10.4.3. Deployment</b>			
Confirm All Configurations Are Implemented from non-production to production zone		T	C
Develop and Document Go-Live Plan	• Deployment Plan • Go Live Checklist	C, T	

Deploy Integration to Production Server: Change Control Tickets, Validation Steps, Approvals	• Live Hiring System with Recruiting and Scoring Functionality	T	C
Migrate Online System Data	• Migrated Data	C	T
Test and validate deployments		C, T	
Sunset Online System		C, T	T
<b>10.5. Deployment – Phase II (Hiring Process and Workflow)</b>			
<b>10.5.1. Change Management</b>			
Prepare and Execute Communications		C, T	
Implement Feedback and Improvement Mechanism		C, T	
Review/Revise Organizational Design Plan	• Organizational Design Plan	C	T
Implement Organizational Design Plan in Conjunction with Training		C	T
<b>10.5.2. Training</b>			
Schedule and Prepare Training Resources (Rooms, Equipment, Trainers, etc.) and Training Sessions		C, T	
Conduct Train-the-Trainer Sessions	• Training	T	C
Conduct User Training	• Training	C, T	
Implement Feedback and Improvement Mechanism	• Training Materials	C, T	
<b>10.5.3. Deployment</b>			
Confirm All Configurations Are Implemented		T	C
Develop and Document Go-Live Checklist	• Deployment Plan • Go Live Checklist	C, T	
Deploy Integration to Production Server: Change Control Tickets, Validation Steps, Approvals	• Live Hiring System	T, C	
Perform Phased Deployments	• Live Departments	T, C	
Review and Validate Deployments			T
<b>10.6. Maintenance and Support</b>			

<b>10.6.1 Execute Maintenance and Support Plan</b>	<ul style="list-style-type: none"> <li>• Maintenance and Support Mechanism</li> <li>• Post Implementation Support</li> <li>• Ongoing Process and System Improvements</li> </ul>	C	T
<b>10.6.2 Implement Feedback and Improvement Mechanism</b>	<ul style="list-style-type: none"> <li>• Post Implementation Review</li> <li>• Metrics and Reports Analysis (for Continuous Improvement)</li> </ul>	C	T

## 11 Functional Scope of Work

The following table outlines some of the major functional areas that will be configured and implemented by the parties in the System.

<b>11.1 Implementation Descriptions</b>	
<b>11.1.1 Administration Module Base Configuration</b>	
SmartOrg (organization, location and job function foundation data tables)	Contractor will guide, collaborate with, and assist County to create organization structure and organization elements in the system. Manual data entry by County may be required.
Department/Cost Centers	Contractor will guide, collaborate with, and assist County with configuring and entering department/cost centers data elements in the system. Manual data entry by County may be required.
User Groups and User Types setup	Contractor will guide, collaborate with, and assist County to create and configure up to ten (10) user groups and user types (permissions). County may configure additional groups or types or request Contractor's assistance. Manual data entry by County may be required.
User and candidate setup	Contractor will guide, collaborate with, and assist County to configure user profiles and candidate login process.
<b>11.1.2 Requisition Management</b>	
Requisition approval workflow	Contractor will review job requisition creation for the standard hiring process and all variant processes and will guide, collaborate with, and assist County in configuring the user permission for creation of an approval path for requisitions.
Requisition form setup	Review of the requisition form and personalization and setup of the form to County requirements. (maximum of 50 custom fields)
<b>11.1.3 Candidate Sourcing</b>	
Career site flow	Contractor will review the candidate job application steps (screens and fields) and design up to seven (7) County specific Career Sections (professional, hourly, internal) with knowledge transfer to enable County to create additional job applications.
Capture candidate flow	Contractor will review the candidate job application steps (screens and fields) and design of up to seven (7) County specific candidate creation flows.
Job posting to job boards	Contractor will review the job posting functionality in relation to foundation data setup and activation of eQuest job posting. Contractor will guide, collaborate with, and assist County in mapping job function to System job fields.
Source list	Review and analysis of source list tracking functionality with County. Configuration of System library of sources into a County specific list of sources for County.
Resume parsing	Contractor will setup and test Resume Parsing and transfer knowledge to County on how to activate resume parsing on additional application flows.
<b>11.1.4 Candidate Management</b>	
Candidate selection workflow	Contractor will review the candidate management workflow steps, statuses, and default rejection motives and design of up to seven (7) County specific candidate selection workflows as well as where in the process the hiring manager can view/manage candidates.

Customized candidate list	Contractor will personalize ten (10) candidate list formats and provide knowledge transfer to County on how to personalize additional candidate lists (columns presented to users). Taleo Software will come pre-configured with standard candidate lists.
Taleo Onboarding	Contractor will configure the Onboarding Module for two global process definitions with steps and tasks, two new hire portal configurations, review of documents required during the onboarding process and knowledge transfer/coaching of County on creating documents in Taleo Onboarding and design of one global online form for onboarding activity tracking.
Candidate folders	Contractor will set up one folder visible to all users and teach County how to create and manage "public" and "private" candidate folders.
Candidate Search	Contractor will set up a candidate search default page and search personalization capabilities.
Campus	Contractor will set up the requisition form with a specific hire type for campus/new graduate jobs. These jobs will be searchable on the County jobs list.
Workforce mobility	Contractor will set up a separate job list for internal job postings.
Employee Referral Program	If the County desires, Contractor will configure a candidate referral channel for employees to submit candidates on selected jobs. Such referrals can be tracked with Taleo standard reports.
Compliance	Review of EEO / EE functionality and configuration of EEO and EE data collection in the job application process with email reminder going to candidates when information is not initially given by the candidate.
Offer management	Contractor will guide, collaborate with, and assist County in configuring the offer management option to capture and track offer parameters, approval offer parameters by users and send offer letter.
<b>11.1.5 Content</b>	
Job Requisition Templates	Contractor will review the job template functionality and guide, collaborate with, and assist County to create and maintain a job template library. The creation of six (6) templates is included.
Correspondence	Review of all available and applicable System default correspondence templates and knowledge transfer on updating existing templates and creating new templates.
Skills and questions	Review prescreening concepts (skills and questions), transfer knowledge, and guide, collaborate with, and assist the County on how to best use. Contractor will work with the County to design and setup the pre-screening process/functionality. Contractor will participate in the creation, review and validation of pre-screening questions.
<b>11.1.6 Technical, Integration and Reporting Services</b>	
Technical Readiness Assessment	The project consists of gathering data about the County's computing and network infrastructure with regards to access to the System and compliance with Taleo technical requirements, analyzing data, and making recommendations. The analysis is done by specialized Contractor resources. Contractor and County will mutually agree upon the number of locations that will be assessed.

Advanced Reporting	Contractor Reporting consultant will work with County on Taleo Metrics Analysis Workshop and provide recommendations (if requested by County).
Integration Services	This Exhibit covers the development of integration points with County as specified in the list below. - Departments/cost centers with UAT (User Acceptance Testing) - Organization - Job Field - New hire export with UAT - Onboarding export with UAT
Data Upload	This Exhibit covers the upload of County Data as specified in the list below. - Applicant Pool (profiles and applications) - Requisition information from legacy system (all open and in process requisitions) - Shakman Exempt positions and certifications (if needed)
Taleo Passport	Contractor will configure Taleo Passport for one (1) Taleo certified/supported vendor to be named at a later date.

\* Note: Some of the work is manual data entry and other work requires system administrator support.

**12 Integration Services**

Contractor will collaboratively work with County to design, develop, modify, and implement in scope interfaces and analyze, convert, migrate, and upload in scope data. Any such customizations performed by Contractor shall be assigned to and owned by the County. The following is a general overview of the Services provided by the parties to implement the system interfaces.

Delivery Item or Task	Responsible Party
Tool	Taleo Connect Client (per Exhibit 5)
Develop	Taleo
Test	County and Taleo
Deploy	County
Enhance	County
Support	County
Knowledge Transfer	Taleo

The in-scope integration Deliverables to be provided by Contractor are outlined in the following table and include the following items from the Implementation Description table above:

- Development and delivery of the Integration Points in the Integration Services section
- Migration of County Data in the Data Upload section

Contractor shall participate, cooperate, and provide assistance and expertise, in extracting, converting, loading and validating any data that are related to any part of the Implementation Phase further as directed or requested by County for the rates set forth herein. Such services

beyond the data sources listed in the Implementation Description matrix above are outside the scope of this Exhibit.

Integration Task	Included
Knowledge Transfer for Taleo Connect Client tool	X
Creation of data map	X
Creation and configuration of Taleo Connect integration packages	X
Enhanced Import features	Not included
<ul style="list-style-type: none"> <li>• Net Change</li> <li>• Field level System of Record management</li> <li>• Execution schedule</li> <li>• Location Lookup Utility (Candidate &amp; Location Country/State mapping)</li> </ul>	
Provide guidance to Customer for completion of Taleo Data Maps to document field requirements	X
Internal Taleo Unit Testing	X
Scheduling of each job to coordinate with Customer testing requirements	Not Included
Preparation of technical support documentation	Not Included
Validation of compliance with Taleo and industry standards	X
End-to-end System Testing	X
Transfer of integration packages to Taleo Quality Assurance	Not Included
Release package code (XML) to customer	X
Knowledge Transfer for Taleo Connect Client Packages	X
Execute one-time Production run from Taleo workstation or server	X
Release packages to Production	Not Included

Contractor's System database is currently JDBC compliant and Contractor uses open standards to facilitate interoperability and data exchange between the System and other products or services.

Contractor Expertise: Contractor represents that it and its personnel possess expertise in the design, implementation, configuration and integration of the System. Contractor will provide consulting Services reflective of such expertise throughout the delivery of the Services set forth in this Exhibit 1.

### 13 Education Services

Contractor will provide Software and System education services to County, which may include curriculum licensing and development, delivery preparation, train-the-trainer training, and instructor-lead training, which shall be purchased by County under the Taleo Learning Units Program in accordance with Section 3 of Exhibit 4. The following table outlines the Phase I education services, including each anticipated System training course along with training method, course materials, maximum class size, and length of curriculum development/preparation time and training delivery time in days (hereafter referred to as "Education Services"). A full day of curriculum development and preparation is eight hours and a full day of training is seven to eight hours of training class time. Phase II Education Services will be defined in an Amendment to this Exhibit 1 with pricing contained in Exhibit 4 to this Agreement (or an Amendment thereto if necessary) prior to the delivery of Phase II Education Services.

The County reserves the right, at its sole discretion, to change the Education Services to be provided by Contractor in the Phase I Training and Curriculum Development table below, based on information gained from and results obtained from the Analysis and Design Stage of Phase I. Any changes to the Phase I Training and Curriculum Development table below will be included in the Implementation Phase Project Plan and will not require a change order to this Agreement, provided that the revised Education Services do not exceed the Phase I Education Services Fees in Exhibit 4.

Code	Education Service Category and Program	Total Trainees	No. of Session(s)	Course Tailoring and/or Staging Development Days	Course Delivery, License and/or Program Days
<b>Taleo Project Team Training</b>					
1	Dedicated Course: 2-Day Core Team implementation training	15 trainees Maximum	1 Session	0.5	2
<b>Taleo End User Training</b>					
7	End User Dedicated Train-the-Trainer Course: 3-Day Staffing WebTop (SWT101) Train-the-Trainer w/ Leader's Presentation (includes Perpetual Courseware License for Staffing WebTop)	15 trainees Maximum	1 Session	6	3
<b>Taleo System Administrator Training</b>					
18	System Administrator Dedicated Course: 1-Day Taleo 7.5 standard course (Select below SA101, SA201, CS101) Selected Course(s):				
	SA101 - Introduction to System Admin	5 trainees Maximum	1 Session	0.5	1
	SA201 - Intermediate System Admin	5 trainees Maximum	1 Session	0.5	1
	CS101 - Career Section Administration	5 trainees Maximum	1 Session	0.5	1
24	System Administrator Dedicated Course: 2-Day Onboarding System Administrator (OB-SA101) dedicated standard course	5 trainees Maximum	1 Session	0.5	2
<b>Taleo University Reporting Training</b>					
27	Reporting Public Course: Enrollment(s) in 1-Day Taleo standard Business Objects Reporting 7.5 course (RP701) virtual or classroom	2 Trainees		n/a	1
29	Reporting Public Course: Enrollment(s) in 2-Day Taleo standard Business Objects Reporting course (RP702-Taleo 7.5) virtually or classroom (Pre-requisite: RP701)	2 Trainees		n/a	2

Code	Education Services Program Component	Description
<b>Taleo Project Team Training</b>		
1	End User Dedicated Course: 2-Day Core Team Implementation Training	One 2-day core implementation team dedicated training session hosted by Customer for number of trainees quoted. Includes light overview of all end-user functions in a standard Taleo training database and Core Participant Courseware. All copying and printing expenses to be covered by customer.
<b>Taleo End User Training</b>		
7	End User Dedicated Train-the-Trainer Course: 3-Day Staffing WebTop (SWT101) Train-the-Trainer w/ Leader's Presentation (includes Perpetual Courseware License for Staffing WebTop)	<p>One 3-day instructor-led recruiter/trainer training session hosted by Customer for number of trainees quoted (equivalent of SWT101 Taleo standard course plus training facilitation day). Includes the following:</p> <ol style="list-style-type: none"> <li>1) Core Participant Courseware will be tailored by replacing core screen shots with customer-specific product configurations and by building core hands-on exercises to work in the customer's zone. Tailored exercises will represent 1 requisition work flow which will be delivered to all participants. The course will cover the following lessons unless otherwise specified:  Introductions  Staffing WebTop Overview  Requisition Creation  Approvals in Staffing WebTop  Requisition Management  Requisition Posting  Advanced Viewing and Filtering  Candidate Experience (external)  Searching for Candidates  Working with Candidate Folders  Creating (Capturing) Candidates  Manage Candidates  Make an Offer  Hire a Candidate  Prescreening Questions  Running Standard Reports</li> <li>2) Comprehensive Leader's Presentation including demo script and instructions, staging exercises and examples and additional training tips.</li> <li>3) Three day Train-the-Trainer tailored delivery of Staffing WebTop end user course for number of trainees quoted (2 days of core content and 1 day of train the trainer content).</li> <li>4) Perpetual Courseware license which allows the customer to copy, edit, use, and repurpose the Staffing WebTop materials facilitated during the three day Staffing WebTop Train the Trainer delivery.</li> </ol> <p>A tailored agenda will be provided ahead of time for review and approval. Customers must provide written (email) approval of the agenda at least 10-days prior to training presentation. All copying and printing expenses are to be covered by Customer. Taleo University training materials, methodology and content remain the sole property of Taleo unless a separate courseware license is purchased see section below.</p>
<b>Taleo System Administrator Training</b>		
18	System Administrator Dedicated Course: 1-Day Taleo 7.5 standard course (SA101:Introduction to System Admin, SA201, CS101)	One 1 day Taleo System Administrator dedicated training session for number of trainees quoted. Core Participant Courseware includes hands-on exercises, copies of the course presentation and any additional handouts, one copy per student. Training will be conducted in a Taleo training database without tailoring materials or customer configurations. Included in the overall cost is zone preparation and staging time as well as instructor debrief on customer processes. All copying and printing expenses to be covered by customer. All administrators participating in this session must also participate in the core team training or 2-day Staffing WebTop training for Recruiters.

24	System Administrator Dedicated Course: 2-Day Onboarding System Administrator (OB-SA101) dedicated standard course	2-day dedicated onsite or virtual standard System Administrator training session for number of users quoted. Basic participant materials include hands-on exercises, copies of course presentation and any additional handouts, one copy per student. Training will be conducted in a Taleo training database without tailoring materials or customer configurations. Included in the overall cost is zone preparation and staging time as well as instructor debrief on customer processes. All copying and printing expenses to be covered by customer.
<b>Taleo University Reporting Training</b>		
27	Reporting Public Course: Enrollment(s) in 1-Day Taleo standard Business Objects Reporting 7.5 course (RP701) virtual or Taleo classroom	Enrollment(s) in 1-day standard Taleo Business Objects training session. Basic participant materials include hands-on exercises, copies of course presentation and any additional handouts, one copy per student. Training will be conducted in a Taleo training database. Customers should self-register at <a href="http://www.taleo.com/customer/training">www.taleo.com/customer/training</a>
29	Reporting Public Course: Enrollment(s) in 2-Day Taleo Business Objects Advanced Reporting course RP702* - Taleo 7.5)) virtual or Taleo classroom (*Pre-requisite: XIR2-RP701)	Enrollment(s) in 2-day standard Taleo Business Objects training session. Basic participant materials include hands-on exercises, copies of course presentation and any additional handouts, one copy per student. Training will be conducted in a Taleo training database. Customers should self-register at <a href="http://www.taleo.com/customer/training">www.taleo.com/customer/training</a> .

### 13.1 Instructor Scheduling and Certification

Contractor will provide Education Services in accordance with the Implementation Phase Project Plan as revised by the County project manager from time to time during Phase I, subject to the terms and conditions of the Agreement. All Contractor instructor-lead courses shall be taught by training consultants that are Taleo certified in the applicable course subject matter. Contractor shall use commercially reasonable efforts to provide a certified training consultant for any class scheduled by County with at least a two (2) week notice.

### 13.2. Additional Education Terms and Conditions

#### 13.2.1. Courseware License

The term "Courseware" applies to Contractor course materials shipped on CD-ROM, email, or available via hosted web access or other media, as well as any accompanying course Documentation. The term "Courseware" includes the original and all whole or partial copies of it, including modified copies or portions merged into other programs or documents. The Courseware is licensed not sold. Contractor retains all right, title, and interest in and to Courseware except the rights expressly granted herein. County is hereby granted a license to install (if applicable), access, modify, reproduce, and use the Courseware for its own internal use. County shall be allowed to modify and combine Courseware subject to the restrictions set forth herein for County's internal use only. All licenses to Courseware shall be from the date of delivery of the associated course through the end of the Term ("Courseware License Term"). There shall be no obligation to update the Courseware content to reflect significant product enhancements during the Courseware License Term. At the expiration of the Courseware License Term and if the license has not been renewed by execution of an order for the same Courseware, County shall ensure that it (1) stops use of any Courseware, (2) uninstalls any installed

Courseware, and (3) returns or destroys all copies of Courseware (including portions modified, combined with or merged into other programs or documents). At the expiration of the Courseware License Term and if the license has not been renewed by execution of an order for the same Courseware, Contractor will disable access to Courseware made available via web access. This Courseware license covers course materials distributed to County attendees.

All Courseware is formal learning content that supports role-based curriculum paths for specific Taleo Software products and the best practices use of those products.

Courseware is designed, developed, tested, and maintained by professional course developers and training consultants, certified in Contractor products. Courseware is built to support instructor led training, self-paced elearning modules, self-paced scripted recordings, and to support click-by-click reference guides, job aids, or user guides that may be utilized during a training event or separately. Contractor maintains ownership of all Taleo University Courseware.

#### **13.2.2. Customized Curriculum & Setup**

Customized curriculum services include building of custom agenda, tailoring of materials (or creating new materials) to match County process and configurations, including PowerPoint slides, handouts, and job aids; preparing exercises with County examples, preparing training ID's if necessary; staging training data in County System zones, review (assessments) and necessary correspondence and knowledge transfer with County. Setup includes logistics and scheduling, classroom setup, evaluations and production of customized materials only when production occurs on site at County. For Virtual (remote classes via the Internet), setup includes electronic file transfer or email of materials, virtual classroom open maximum of 15 minutes and minimum of 10 minutes in advance, preparing interaction such as polls, assessments, etc. and follow-up on verbal and non-verbal questions.

#### **13.2.3. Training Delivery**

All standard classroom delivery includes one (1) instructor, unless otherwise agreed to by the parties in writing. Full day class sessions run from 8:30 am to 4:30 pm (or equivalent time) per training day with appropriate a.m., p.m., and lunch breaks. Instructor-led classes include a combination of lecture and lab activity with students (student workstations supplied by County), instructor's presentation and facilitation of material and group discussion, and for each student a participant's guide for the specific training session and hands-on exercises. Instructors arrive 30-45 minutes before class start times.

#### **13.2.4. On-Premises Education Services**

In addition to any class or course fees, if County requests training services to be delivered at a County location or a location other than a Contractor training facility, Contractor will deliver courses in existing County classrooms that are set up for computer-based training.

#### **13.2.5. Attendance Restrictions**

The parties shall agree to attendance restrictions, including maximum class size for each course, no later than two (2) weeks prior to the first day of class for each course. The attendance restrictions will become part of the Training Plan Deliverable.

#### **14. Additional Implementation and Enhancements**

After completion of the Implementation Phase, the County will be in the maintenance and support phase. As part of the County's efforts toward continuous improvement, the County will seek to optimize their hiring process and the System by measuring, improving, and evolving. As part of the evolution of the County's hiring process, the County will evaluate and determine a plan and timeline for implementing additional Software modules that support the goals of the Hiring Process Redesign effort. The County will engage Contractor on an as needed basis. The exact scope of these efforts will be defined and agreed to by the parties under this Agreement on a periodic basis subject to written amendments to this Agreement, Statements of Work, and Change Orders.

**EXHIBIT 2**

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## EXHIBIT 3

### SYSTEM LICENSES

In accordance with Articles 2 and 3 of this Agreement, this exhibit outlines the scope for the Software licenses, Hosting Services, Maintenance and Support Services, and other related services that Taleo Corporation ("Contractor") will provide to Cook County ("County") on a subscription basis (hereinafter referred to as the "System"). This exhibit contains the following sections:

1. Taleo System Licenses
2. Taleo Certified Passport Background Verification Services
3. Contractor's Competitors
4. Software and Data Hosting Services and Hosting Performance Metrics
5. Maintenance and Support Services

#### 1. Taleo System License

##### 1.1. Basic Description of the Software

Contractor operates a web site that facilitates permanent staffing processes via the Taleo Enterprise Edition™ Software. The Software includes features available to the general public and features available to Authorized Users only. The features available to the general public (the "front-end features") are those that enable Candidates to search and apply for employment. Candidates view these features through a portion of the Software called the Career Section. The Career Section is hosted by Contractor, but will either be framed by and integrated with one or more County web pages that are hosted by the County and/or be accessible through a link on a County web page. The features not available to the general public (the "back-end features") are those that enable Authorized Users to manage the staffing process. These back-end features are accessible by Authorized Users via a secure username and Password and are hosted on a Contractor website that is not available to the general public.

##### 1.2. System License

The System License includes:

- 1.2.1. Software usage, hosting infrastructure and Hosting Services, System monitoring, Maintenance and Support Services, and all Updates and Upgrades for the Taleo Software Modules (including all additional permanent zones and the Administrator, Manager, and Staffing WebTop™) that are listed in the following subsections.

##### 1.2.2. Taleo Software Modules

- Taleo Professional™
- Taleo Hourly™
- Administrator WebTop™
- Taleo Workforce Mobility™
- Taleo Campus™
- ACE Prescreening™
- Taleo Compliance™

- Taleo Resume Parsing™
- Offer Management
- Base Reporting

#### 1.2.3. Taleo Reporting and Integration Software Modules and Additional Zones

- Taleo Connect Integration Platform with Taleo Connect Client Self Service Integration Tools
- Premium Data Export Option
- Taleo Advanced Reporting™ (one author account)
- Taleo Analytics Dashboard™ (one author account)
- Two Permanent Non-Production Zones
- Taleo Onboarding™
- Taleo Connect™

Also included, is the initial setup of the technical environment for the County, including all Modules and Zones listed above and the escrow of all source code in accordance with Section 3.7. The System Start Date is defined in Exhibit 6.

### 1.3. Taleo Software Module Descriptions

**Taleo Professional™** — provides a set of features to manage the hiring processes of professional candidates. This includes the creation of requisitions, approval workflows, sourcing, specialized career site with application workflow specific for professional candidates, pre-screening, interview tracking, custom candidate selection and assessment workflows, correspondence management, offer management, structured query and key word searching, and applicant lifecycle tracking. For attachment and storage limits, see Section 3.6 in Part III of the Contract.

**Taleo Hourly™** — provides a set of features for managing the hiring process of hourly employees. This includes the creation of requisitions, approval workflows, sourcing, specialized career site with application workflow specific to hourly candidates, prescreening and pre-qualification with knock-out capability, interview tracking, custom candidate selection workflows, correspondence management, offer management, structured query and key word searching, and applicant lifecycle tracking. (NOTE: This excludes products related to hourly retail in-store applications and assessment content, which may be added as an optional service.) For attachment and storage limits, see Section 3.6 in Part III of the Contract.

**Administrator WebTop™** (a component of the Taleo Professional and Hourly Modules) The Administrator WebTop provides users with self-service configurability to:

- Map talent management processes and content to current organizational structure by department, recruiting specialty, business unit, geography, or any other way an organization may need to support their talent management and business initiatives.
- Create libraries of best-practice content including job, correspondence, and workflow templates that can be shared across multiple organizations, locations, and job functions.

- Organize workgroups and control access to the solutions, content, and jobs.
- Create standard workflows that attach to individual requisitions, or create new workflows on the fly as the talent market dictates.
- Change thousands of settings to provide a tailored user experience. Provide the right information to the right user in a tailored view, including user-defined fields, currency settings, language settings, and standard information views.
- Assign selected job openings to multiple portals and career sites specializing in agency recruiting, campus recruiting, internal mobility programs, and any other specialized talent management process or activity.

**Taleo Workforce Mobility™** — provides a set of tools to support internal re-deployment and internal mobility programs for hiring managers, recruiters and employees. This includes creation of requisitions for internal use with internal descriptions, approval workflows, sourcing via one or more internal career sites, candidate pre-screening, structured query and key word searching of internal candidates, specialized candidate selection workflows for internal candidate assessment and screening, interview tracking, correspondence management, and offer management for lateral moves, transfers and promotions. In addition, the set of tools includes, the ability to support employee referral programs and internal re-deployment due to large scale merger and acquisition events.

**Taleo Campus™** — provides a set of features for managing the processes and events supporting the recruitment of campus and new grad hiring. This includes creation of requisitions, approval workflows, sourcing through channels specific to campus recruitment, specialized career site with application workflow specific to campus recruitment, candidate pre-screening, correspondence and candidate relationship management, interview tracking, custom candidate selection workflows, offer management, structured query and key word searching, and applicant lifecycle tracking.

**ACE Prescreening™** — Candidate screening technology included with the Taleo Professional and Hourly Modules.

**Taleo Compliance™** — provides a set of tools for managing hiring processes related to regulatory hiring and diversity hiring requirements and programs. This includes creation of requisitions, approval workflows, specialized reporting to support compliance audits, applicant lifecycle tracking, correspondence management, invitation to self-identify correspondence, custom candidate selection and assessment workflows configured to the needs of the regulatory program, and structured query and key word searching.

**Taleo Resume Parsing™** — The Resume Parsing feature enables data elements from a candidate's electronic resume to be extracted and automatically populated into the corresponding field in the Taleo application.

**Taleo Connect Integration Platform with Taleo Connect Client** — The Taleo Integration Platform includes: (1) access to integration infrastructure and tools for the creation and maintenance of integrations by County without Taleo's involvement ("Self-Service Integration Tools"), and (2) integration infrastructure and tools for integrations to be built and managed by

Taleo ("Taleo Managed Integrations"). County's right to access and use the Self-Service Integration Tools shall be the same as the access and usage rights for the System as set forth in the Agreement with the exception that use of Self-Service Integration Tools requires installation of Taleo proprietary software on County hardware. County's right to use the Self-Service Integration Tools is limited to the term of this Agreement (as identified in Article II of Part I of the Contract) and County agrees to uninstall and delete the Self-Service Integration Tools upon the termination or expiration of this Agreement. Self-Service Integration Tools do not include any maintenance or updating by Taleo of integrations created using the Self-Service Integration Tools or any services or training from Taleo which County may request in order to build or modify integrations. Any such services will be provided at an additional fee to County. The Self-Service Integration Tools may not be used to maintain, modify or update Taleo Managed Integrations. Taleo Managed Integrations must be created by Taleo consulting resources pursuant to a signed SOW. Fees for the professional services required to create Taleo Managed Integrations are not included in the fees for Taleo Connect Integration Platform. Taleo Managed Integrations do not include Taleo Production Support Services for Taleo Managed Integrations. Production Support Services for Managed Integrations may be purchased via an Amendment to this Agreement. Taleo Connect Integration Platform does not include integration script modifications/updates required due to changes in Taleo infrastructure or Taleo Software versions or changes in County infrastructure or the County software to which the Taleo Software has been integrated. Taleo Integration Script Maintenance for Taleo Managed Integrations may be purchased via an Amendment to this Agreement.

**Premium Data Extract Option** — The Premium Data Extract Option enables the County to run data extracts from a Taleo production zone (excluding Analytic Dashboards, Onboarding, and Contingent) with a higher volume limit to the County's own data warehouse using the Taleo Connect Integration Platform. Data warehouse to be provided by Customer. The Premium Data Extract Option does not include production support services, integration script maintenance or consulting Services related to specific integrations established for a data warehouse extraction. The Premium Data Extract Option is subject to volume and processing limits as set forth in the standard Taleo documentation for this product.

**Taleo Advanced Reporting™** — provides a robust suite of standard reports and powerful environment for ad hoc reporting. Advanced Reporting covers the reporting platform and custom report building rights for one named editor user. Each named user shall be entitled to up to twenty (20) hours technical support per year at no additional cost. The current report building tool provided by Taleo is Business Objects (this is not a full Business Objects license).

**Taleo Analytic Dashboards™** — Allows users to access standard and ad hoc reports via a graphical front-end. From the graphical front-end, users are able to drill down into operational level data stored in a data warehouse dedicated to Taleo Analytic Dashboards. The current dashboard tool provided by Taleo is Business Objects. This is not a full Business Objects license.

**Two Permanent Non-Production Zones** — These zones may be used for training, testing, and configuration analysis, but may not be used to intake actual applicants. Non-Production Zones shall be available to the County at all times for the purposes set out above and include all Taleo Software Modules included in Exhibit 6, except for Taleo Advanced Reporting™, Taleo

Analytic Dashboards™, and Source Code Escrow. Contractor will apply all Updates, Upgrades, and other fixes to the Non-Production Zones prior to or concurrent with applying such changes to County's production zone. The Non-Production Zones may be refreshed, at County's request, no more than six (6) times per year. Performance metrics set forth in Exhibit 3 of the Agreement are not applicable to the Non-Production Zones. Non-production zones have a limit of 25,000 candidate profiles. A "Zone" is defined as a complete system environment that includes Software, hardware and infrastructure that is logically separate from other zones.

**Taleo Onboarding™** — Provides a set of features for managing the onboarding of workers. Features include a separate user interface, and tools for the creation of an online portal for new hires, customizable forms, correspondence management, and onboarding workflow specific to new hires. Customer agrees that Taleo Onboarding shall be used only for the purpose of onboarding external and internal hires up to a number of hires not to exceed 125% of the actual hires processed through the Taleo Software each contract year. Taleo reserves the right upon notice to permanently and irretrievably delete from the Taleo system the master file and all sub files associated with an individual onboarding process one year from the date each individual onboarding process is completed. The County may use Taleo Connect Client at its option to transmit the data contained in the master file and all sub files associated with an individual onboarding process to a County storage system.

#### **1.4. Other Software Requirements**

**1.4.1. User Limits** — For the initial four-year term and the additional three-year option term if exercised, aside from the System License Fees included in Exhibit 6, there will be no additional fees for the System and/or storage space use (other than the additional fees for Authorized User attachments that exceed 1 gigabyte) with respect to the simultaneous number of active Authorized User accounts (including managers, recruiters, and administrators), requisitions, Candidate accounts and applications, prescreening criteria in the System library, CountyDepartments,titles/jobs/positions, and number and size of workflows.

**1.4.2. Taleo Connect Client™** (i.e., Self-Service integrations via the Taleo Integration Platform) —Integrations created using the Self-Service Integration Tools and Taleo Managed Integrations are subject to the volume and processing limits as set forth in the standard Taleo documentation for these products, which limits may change over time as new versions of the Software are developed.

**1.4.3. Zone Data Security** — Contractor guarantees logical data isolation of all Customer Data. Both the Oracle schema and data file (.DBF) for each zone are separate and distinct from those of all other zones.

**1.4.4. County Data Security** — Contractor must ensure that County Data only resides in a secure Taleo County zone, encrypted back-up tapes, that SSL 128-bit encryption is available for transactions by direct users of the System (Contractor's certificate supports 40-bit encryption as well for older browsers and countries that do not permit 128-bit encryption), and that data

transferred to external systems supports the use of HTTPS protocol.  
 Contractor can also establish a VPN tunnel between the System and County systems (VPN set up and maintenance may require additional fees).

1.4.5. Resume Parsing™ — This Software Module supports at least the following text based file formats: .doc, .txt, .html, .pdf, and .xls.

2. Section Intentionally Left Blank
3. Section Intentionally Left Blank
4. Contractor's Competitors

Pursuant to Part III, Special Conditions, Section 3.3, the following is a list of Contractor's Competitors in the permanent staffing software market.

Permanent Staffing Competitors		
<ul style="list-style-type: none"> <li><input type="checkbox"/> SAP</li> <li>• Oracle</li> <li>• Brassring</li> <li>• Peopleclick</li> <li>• Authoria (<a href="http://Hire.com">Hire.com</a>)</li> <li>• Cezanne</li> <li>• HRSmart</li> <li>• Lawson</li> <li>• NEOGOV</li> <li>• Plateau</li> <li>• RSI (Ceridian)</li> <li>• Saba</li> <li>• Salary.com</li> <li>• Softscape</li> <li>• StepStone</li> </ul>	<ul style="list-style-type: none"> <li>• Kronos (formerly Unicru or Deploy)</li> <li>• Kenexa</li> <li>• Recruiting Solutions</li> <li>• WebHire</li> <li>• Yahoo! Resumix</li> <li>• ADP (Virtual Edge)</li> <li>• Cornerstone OnDemand</li> <li>• Learn.com</li> <li>• PeopleAdmin</li> <li>• Success Factors</li> <li>• SumTotal</li> <li>• Technomedia</li> </ul>	<ul style="list-style-type: none"> <li>• Mr. Ted</li> <li>• Pageup</li> <li>• RecruitASP</li> <li>• HireDesk</li> <li>• JobPartner</li> <li>• JobPlanet</li> <li>• iGrasp</li> <li>• Halogen Software</li> <li>• Monster</li> <li>• Pilat</li> <li>• TEDS</li> <li>• Trovix</li> <li>• Workday</li> <li>• Workscape</li> <li>• Workstream</li> </ul>

Pursuant to Part III, Special Conditions, Section 3.3, the following is a list of Contractor's Competitors in the contingent staffing software market.

<ul style="list-style-type: none"> <li>• IQ Navigator</li> <li>• Elance</li> <li>• Beeline</li> <li>• Chimes (Computer Horizons)</li> </ul>	<ul style="list-style-type: none"> <li>• Procurestaff</li> <li>• Fieldglass</li> <li>• Peopleclick Itility</li> </ul>	<ul style="list-style-type: none"> <li>• ProUnlimited</li> <li>• Wordcard (Adecco)</li> <li>• Workforce Logic</li> </ul>
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5. Software and Hosting Services and Hosting Performance Metrics

Contractor shall provide Software and Hosting Services to County pursuant to the terms and conditions set forth below. The metrics set forth below shall apply only to County's live, production instance of the System and shall not apply to any user acceptance, configuration/development or testing/training zones provided to the County.

## **5.1. Hosting Services**

Subject to the terms of this Agreement, Contractor shall provide all of the following services (collectively referred to as "Hosting Services"):

- 5.1.1. Host the Software and further provide Hosting Services described in this Exhibit.
- 5.1.2. Provide 24 (twenty-four) hours per day, 7 (seven) days per week, 365 (three-hundred sixty-five) days per year ("24 by 7 by 365") access to the System by Authorized Users via a secure Password protected site(s) hosted by Contractor on the World Wide Web with the quality and bandwidth usual and customary in the industry for similar use, subject to the Hosting Performance Metrics (as defined in this Exhibit) and other performance and maintenance parameters further described in this Exhibit.
- 5.1.3. In conjunction with County, provide a hypertext link from the County site or sites on the World Wide Web to a site on the World Wide Web that is hosted by Contractor and if agreed to by County, seamlessly integrated into and framed by County's World Wide Web site or sites ("Career Section"). There are no limits on the number of Career Section sites that the County can set up and operate.
- 5.1.4. Permit 24 by 7 by 365 access to the Career Section by Candidates for the purposes of setting up a profile, viewing position postings, and applying to jobs offered by the County via the System subject to the performance and maintenance parameters further described in this Exhibit. There are no limits on the number of Candidates who can access and use the Career Sites or on the number of vacancies that they can apply for.
- 5.1.5. Host all data inputted into the System by Authorized Users, Candidates, or other authorized persons.
- 5.1.6. Install and host Updates and Upgrades to the System as they become available.

## **5.2. Hosting Responsibilities**

- 5.2.1. Contractor shall use commercially reasonable efforts to ensure that the website, the Hosting Services, and the complete functionality of the System is available to the County and all users 24 by 7 by 365 subject to the Hosting Performance Metrics and other performance and maintenance parameters further described in this Exhibit. Contractor will maintain adequate staff, facilities, and equipment to perform the Hosting Services in a timely manner, support the use of the System by the Users, and meet or exceed the Hosting Performance Metrics outlined in Section 5.3 of this Exhibit.
- 5.2.2. County may request global statistics reports for County's production instance of the System on a monthly basis. Such reports currently contain the following data: # Staffing WebTop users; # unique candidates applying; # unique profiles updated; # unique profiles not updated this year; # unique profiles in the database; # unique

profiles created; # active users; requisition status; # active users (Candidates); # active users; # Manager WebTop users; # Staffing WebTop users; and # users who "own" requisitions. Contractor shall be solely responsible for the development, maintenance, and operation of the System; with the exception of County configuration and systems administrative changes.

5.2.3. Contractor shall be solely responsible, at Contractor's expense, for acquiring, handling, maintaining, and executing any agreements for Internet access necessary to make the System available on the Internet for access by Users and otherwise for the performance of the Hosting Services, provided that the County shall be responsible for establishing its own Internet access for the County's interaction with the System, and uploading and downloading of any Data or other County content displayed on or submitted to the System.

### 5.3. Hosting Performance Metrics

#### 5.3.1. Uptime Service Level Agreement ("Uptime SLA")

The guaranteed uptime for the Hosting Services will be 99.5% 24 by 7 on a quarterly basis. For purposes of measurement, downtime is a measurement interval during which time the System, at either the web server, application server, or database server level, is not responsive to an automated "alive transaction" generated by the monitoring software running on Contractor's monitoring servers, excluding Planned Maintenance. An "alive transaction" is a special database transaction request to the County's production zone from a server outside of Contractor's production environment that seeks a response from the Contractor database. Measurement intervals are four minutes. Contractor will provide County with an Uptime Report by the 15<sup>th</sup> day of each quarter that details total uptime, total downtime, and downtime for Planned Maintenance. Should Contractor fail to meet its guaranteed uptime, Contractor will credit, upon County's request, County's account for such period, an amount equal to the pro-rated charges of one (1) day's usage fees for all Taleo Software Modules (as specified in Exhibit 6) for every 1/10th of a percentage of uptime below the 99.5% guaranteed uptime, up to a maximum credit of 100% of the usage fees paid for the quarter. Specifically excluded from the uptime percentage calculation provided herein are: (i) Planned Maintenance (defined below); (ii) voluntary down periods initiated by the County in writing; (iii) down periods due to Force Majeure Events provided however that both parties agree that a Force Majeure Event occurred; (iv) issues associated with County provided hardware, software, and other equipment where, but for the issues associated with the County provided hardware, software, and other equipment, the downtime would not have occurred provided that Contractor can substantiate "but for" causation to the County's reasonable satisfaction; (v) issues associated with data uploaded to the System by the County (including viruses and other disruptive code, provided that Contractor had properly installed and configured anti-virus and other industry standard Disabling Device defense mechanisms (that are typically in place for similarly situated businesses) that were properly scheduled for updates on a timely basis consistent with industry standards provided that Contractor has complied with its warranty in Section 8.1(i) of this Agreement; and (vi) down periods resulting from an unapproved hack or denial of service attack initiated by an Authorized User.

#### 5.3.2. Response Time

"Response Time" means, with respect to the capability of the System to respond to a HTTP request, measured as the amount of time that elapses from the moment the Contractor System receives the HTTP request (at Contractor's web server level) until the result is available at the web server level of Contractor's computing infrastructure. The quarterly (calendar quarter) average Response Time for server response to all access to the System and the functionalities offered thereon, except any searches, reporting requests, data integration processes, and resume parsing, shall not exceed two (2) seconds. Contractor will investigate any suspected Response Time problem reported by County and if Contractor's Response Time result is greater than the metric guaranteed in this Section, Contractor will take all commercially reasonable efforts to correct the problem.

**5.4. Maintenance Period**

Contractor reserves the right to perform regularly scheduled maintenance from midnight to 3:00 a.m. (U.S. Eastern Time) each Sunday and during the Maintenance Window selected by the County and listed below ("Planned Maintenance"). Maintenance that occurs outside of this time frame will not be considered Planned Maintenance for purposes of calculating uptime, unless agreed to in advance by the County. This maintenance may prevent the Hosting Services from being accessed or used by Candidates and/or Authorized Users during this time period. The County may request that maintenance on its version of the System be conducted during a specific time frame within the period of time allocated for Planned Maintenance and Contractor will make every reasonable effort to accommodate any such request. Planned Maintenance will not result in more than ten (10) single instances of downtime in excess of one (1) hour during a calendar quarter, and all such downtime that exceeds this threshold will not qualify as Planned Maintenance for the calculation of the Uptime SLA. Planned Maintenance shall also include agreed upon maintenance periods for Updates, Upgrades, migrations and other major maintenance events mutually agreed to by the parties in advance. Planned Maintenance will be announced not less than 24 hours in advance to all County Contact Persons (as defined in this Exhibit) via email.

During each period of regularly scheduled, and if reasonably possible, unscheduled maintenance, any Candidate or Authorized User attempting to access the System will be notified via the System that the System is unavailable due to maintenance.

In the case where problems require or result in the unscheduled loss of access to the County, its Authorized Users, and Candidates, due to Contractor shutting down the hosted site, making emergency System changes, or any other reason, Contractor will notify the County prior to the emergency shutdown of System or change, if possible. If the nature of the emergency necessitates immediate action, Contractor will take the appropriate action first and then notify the designated County Contact Persons by email or telephone. A "System change" is defined as a change to the hosted site and/or website. An example of an emergency is when there is a ping flooding attack that requires disconnecting the site from the Internet to mitigate potential damages.

Maintenance Window for Planned Maintenance	
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North American Maintenance Window	12:00 am to 3:00 am (U.S. Eastern Time) each Monday through Saturday
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**5.5. Backups, Disaster Recovery and Monitoring**

**5.5.1. Backups**

An incremental backup of all County Data entered into the System since the last backup will be initiated daily. A full backup (complete data copy) will be initiated at least once per week. The incremental backup data is stored to disk at Contractor's hosting partner on a daily basis. Backups do not cause System downtime.

The full backup data is stored to disk at Contractor's hosting partner on a weekly basis. The full backup data is then copied to disk at a physically separate location and copied to tape. The tape version of these full backups will be picked up and stored in a separate, secure location provided by a commercial tape vault storage firm.

Contractor will provide a full weekly backup and incremental daily backups of the following: all County Data, configuration settings, and the database. Backup tapes may contain data from multiple customers. As for Authorized Users, Contractor production logs will, at a minimum, contain user ID, date and time of access and transaction codes. As for Contractor internal users, Contractor logs will, at a minimum, contain user profile, IP address, date and time of access and transaction codes. Contractor shall retain such logged information for a minimum of three (3) months, and shall make such log components available to County upon written request if security has been breached. Individual document restoration due to County User error may be provided within forty-eight (48) hours of the County's written request, with each request billed at the then-current consulting rate set forth in this Agreement. Daily incremental backups in combination with weekly full backups will be complete so that no more than twenty-four (24) hours worth of data will be lost in the event of a disk-specific disaster and no more than one week worth of data in the event of the physical destruction of a hosting center.

**5.5.2. Disaster Recovery**

Contractor has both physical and logical contingency plans in place. Contractor's contingency plans are commercially reasonable and are specifically described in Contractor's Business Continuity Plan, which shall be provided to the County upon request. Contractor reviews and may amend its Business Continuity Plan annually in accordance with technology advances, provided however, that any such amendments shall not diminish the planned effectiveness and timeliness of the actions called for in the current Business Continuity Plan. In the event of a physical disaster, Taleo will bring the System back online with full functionality (including all Taleo Software Modules, configuration settings, and backed-up County Data) within 96 hours.

**5.5.3. Monitoring and Security**

Contractor stores transaction information on secure computers located in a physically secure data center. Contractor employs technology that is consistent with industry best practices for firewalls and other security technology to help prevent Contractor computers from being accessed by unauthorized persons. In order to protect data integrity during transfers, Contractor uses the HTTPS standard. In addition, Contractor provides the following security measures: SSL 128-bit encryption of the Career Section; the ability to transfer files via secure FTP, encrypted email, or HTTPS; and encrypted passwords for the Hosting Services. The System and all Contractor equipment are continuously monitored (24 hours per day; 7 days per week) for health and performance, and Contractor engineers are on-call at all times to resolve any System issues. In the event any security breaches, violations, and suspicious (questionable) activity are detected, Contractor will: (i) notify the County immediately upon knowledge of any security breaches or violations, and notify County as soon as reasonably possible upon knowledge of suspicious (questionable) activity; and (ii) provide an ongoing concerted effort to fix or patch the security problem, if the security breach is a matter under Contractor's control. At the County's request, Contractor shall disable the Hosted Site until the security breach is resolved. Contractor will not run any programs or procedures on County internal systems or networks without the County's specific knowledge and written approval.

#### **5.5.4. Security / Load Testing**

The County, its Authorized Users, approved entities, and Third-Party Contractors shall not: (i) perform any technical security integrity review, penetration test, load test, denial-of-service simulation, or vulnerability scan ("Ethical Hack") without Contractor's prior written consent; (ii) disclose information pertaining to an Ethical Hack or (iii) attempt to access the data of another Contractor client. If the parties consent to an Ethical Hack, County and Contractor will mutually negotiate and agree to a reasonable time for performance, and Contractor shall have the right to monitor the Ethical Hack and direct County to immediately suspend the Ethical Hack at any time. Contractor's consent to an Ethical Hack shall not constitute a waiver of any rights or remedies Contractor may have based on attempts to access Contractor's internal network or the data of other Contractor customers. Information pertaining to any Ethical Hack is considered Contractor Confidential Information for purposes of this Agreement. Contractor agrees to engage a qualified, independent security firm to perform, at least on an annual basis, a network and application vulnerability audit and scan. Such audit and scans shall address Contractor's control environment, physical security, environmental security, computer operations, information security, application development standards, and data communications, including scans of Port 80 and 443 for vulnerabilities, including, but not limited to, SQL injection and Cross-Site Scripting. Contractor shall provide the results of such audit and scans to County and if County reasonably determines the scope and methodology of such scans were not consistent with industry standards, Contractor shall retest or provide the County with the option, subject to supervision by Contractor as described above, to conduct its own testing. Contractor's assistance and monitoring of any County testing shall be at the consulting rates set forth in Exhibit 4. Upon County request, Contractor shall provide County with the results of Contractor's monthly system security monitoring and audit.

### **5.5.5. Use of Robots Prohibited**

The County, its Authorized Users, approved entities, and Third-Party Contractors shall not in any event use any software tool designed to automatically emulate the actions of a human user (such tools are commonly referred to as "Robots") in conjunction with the System (whether a production or non-production instance of the System). Common Robots include, without limitation, Loadrunner, Winrunner, Silk performer, Rational Robot, QALoad, and WebLOAD, and such programs are commonly used for the purpose of data entry, data loading, data migration, load testing, performance testing, performance monitoring, performance measuring, and stress testing. Use by County, its Authorized Users, approved entities, or Third-Party Contractors of a Robot, including those listed above, or other similar programs with the System, for the purposes listed above or any other purpose without Contractor's prior written consent is a material breach of this Agreement.

### **5.6. Supported Browsers**

#### **5.6.1. Browsers Supported For Authorized Users**

Contractor supports the use of Internet Explorer ("IE") browsers by Authorized Users. When a new version of an IE browser is commercially released, Contractor will support the previous version for at least one year and the next-previous version (i.e., two versions back) for at least six months after the date when Contractor fully supports the new version of the IE browser. New versions of IE browsers will be fully supported by Contractor as soon as possible, but in no event later than six months after the general availability of a new version.

#### **5.6.2. For Candidates**

At a minimum, Contractor will at all times support browser versions which comprise at least ninety percent (90%) of the total browser usage in the marketplace. Browser usage percentages will be based on actual measurement of browsers attempting access and accessing Contractor's servers in the immediately preceding calendar quarter. Taleo will provide the County with a listing of current supported browsers upon request.

### **5.7. General**

Contractor reserves the right to change existing infrastructure, hardware, and underlying software used to provide the System as expansion and new technology deem necessary, provided that all such changes are consistent with industry best practices and do not reduce Contractor's ability to comply with the terms and conditions of this Agreement, including Hosting Performance Metrics and other performance and maintenance requirements as described in this Exhibit. Contractor assumes no responsibility for delays or problems that result from County's computing or networking environment, County's third party vendors and/or County's local or long distance telephone carriers or ISPs. Contractor reserves the right to conduct non-essential, high volume tasks (for example, acknowledgments of candidate preferences) during off-peak hours (i.e., from 12:00 am to 6:00 am ET). Upon reasonable notice, Contractor reserves the right to modify support terms periodically, subject to review and acceptance by County.

## **6. Maintenance and Support Services**

Contractor shall provide Maintenance and Support Services to the County pursuant to the

terms and conditions set forth below:

### 6.1. Client Support Services

Contractor's account support strategy includes two principle parts:

- Contractor Technical Support: See hours specified in Section 6.2 below.
- An assigned Client Management professional

The primary goal of Contractor Technical Support is to provide top-notch support for day-to-day issues, incidents, and product-related questions. The primary goal of the Client Management component of Contractor's support model is to maximize the client benefit of the System via the provision of a proactive Contractor resource.

Both Technical Support and Client Management reside under the leadership of Contractor Professional Services. This ensures the necessary checks and balances between implementation, support, and account management, thereby providing a three-tiered focus on System optimization, utilization throughout all facets of recruiting, and end user readiness results in an established method and process for continual improvement. This model is manifested in a regular and structured status call where County status, utilization metrics, and issue prioritization are key components.

The County's Contractor Client Management team will provide an active role during the Implementation Phase and ensure a smooth implementation to operations turnover. Once this turnover has occurred, the County will continue to work with the Client Management team that was introduced to the County during implementation.

### 6.2 Customer Support.

#### 6.2.1 For Designated Support Contacts:

6.2.1.1 Live Phone Support. Contractor live technical support business hours start at 4:00 pm U.S. Eastern Time each Sunday and continue 24 hours a day until 9:00 pm U.S. Eastern Time each Friday. Live technical support is closed on Christmas Day (December 25) and New Year's Day (January 1), and will operate in a limited capacity during select Contractor holidays. The current Contractor holidays are set forth below:

Good Friday (March or April)	Boxing Day (December 26)
Labor Day (September)	New Year's Eve (December 31)
Christmas Eve (December 24)	

6.2.1.2 Off-Hour Phone Support. Alternate notification systems, such as voice mail, mobile phones, and pagers are used as a backup when technical support representatives are assisting other customers or are otherwise not available for live technical support. A technical support representative is available twenty-four (24) hours per day, seven days per week via the alternate notification systems, including on the holidays.

6.2.1.3. Web Support Tool. Technical support requests may also be logged via Contractor's online technical support portal that is provided as part of the

Software. Support requests for high severity issues should be made by telephone to ensure immediate attention.

6.2.1.4 Customer Contact Person(s). Customer will appoint a designated support contact person(s) (up to a total of five persons) for purposes of contacting Contractor regarding Maintenance and Support issues, including reporting technical support issues via the technical support phone hotline or the Contractor web support tool.

**6.3. Technical Support Issue Escalation, Severity Levels, Response Times and Issue Resolution**

Contractor will address technical support issues that can be reproduced by Contractor in accordance with Table 1. The severity level assigned to technical support issues will be jointly determined by Contractor and the County.

Response Time Table		
Normal Feedback (during live technical support hours and off hour support hours)		
Issue Severity Level Code	Initial	Periodic
0	If via phone hotline — 35 Minutes If via Web support: 1 business day	Web support tool updated as information is available
1	If via phone hotline — 4 hours If via Web support: 1 business day	Web support tool updated as information is available
2	If via phone hotline — 1 business day If via Web support: 1 business day	Web support tool updated as information is available
3	If via phone hotline — 1 business day If via Web support: 1 business day	Web support tool updated as information is available

**6.4. Severity Level Descriptions**

**6.4.1. Severity Level 0 — Business Stand Still (Critical Business Impact)**

A Business Stand Still is a complete loss of service in which the Production system(s) or server(s) are down, or network components under Contractor's control or under the control of Contractor's hosting or network partner, or application error, are preventing access to the System or use of the System.

Examples:

- The Staffing WebTop is not available at all
- The Career Section is not available at all
- No recruiter is able to create or post requisitions
- No Candidates are able to apply for a job
- No recruiters are able to send an offer of employment to a Candidate

**6.4.2. Severity Level 1 — High Business Impact**

High Business Impact occurs when system users are unable to perform a mission-critical business function and where there is no workaround in place. "Mission-critical" is defined as any problem under Contractor's control that results in County employees or Candidates being unable to complete materially important business transactions via the System.

Examples of materially important business transactions:

- An individual recruiter is unable to create or post requisitions
- An individual Candidate is not able to apply for jobs
- An individual recruiter is not able to send offers of employment to a Candidate
- New hire transactions cannot be initiated or completed from the System

#### **6.4.3. Severity Level 2 — Medium Business Impact**

Medium Business Impact occurs when System users are unable to perform a non mission-critical business function, which results in a process or transactional slowdown.

An example of non mission-critical business functions:

- Error message appears during Candidate's application process (Note: The error does not re-occur if the Candidate re-attempts application)
- Optional "Enlarge View" button is not working in Staffing WebTop when editing correspondence
- "Candidate share" email sent, but not being received by internal recipients
- Authorized User experienced a temporary error message while using the application (Note: upon retrying the desired function, the Authorized User can complete the transaction)

#### **6.4.4. Severity Level 3 — Low Business Impact**

Low Business Impact occurs when the System problem is cosmetic in nature and/or the System displays minor flaws which are easily circumvented such as incorrect labels, colors, or screen configurations that have little or no impact on the County's normal business operations.

Examples of cosmetic problems or minor flaws:

- The Candidate application information 'blocks' on a Career Section are displayed in a different order than intended
- Recruiter is unable to edit 'Source' in the Candidate profile
- Maintenance page in French requires an update
- Unable to delete an Authorized User record

#### **6.5. Resolution**

Technical support issues meeting the severity level descriptions set forth above will be addressed as set forth below:

##### **6.5.1. Severity Level 0 and 1**

Contractor development/support resources will work 24 hours per day, 7 days per week, to resolve all Severity Level 0 and 1 technical support issues until the issue has a temporary repair/workaround in place. A permanent repair will be performed during business hours.

### **6.5.2. Severity Level 2 and 3**

Contractor development/support resources will work during business hours (Monday-Friday, 8:30 am — 8:00 pm EST) until a temporary repair is in place and then work to provide a permanent repair.

### **6.6. Updates and Upgrades**

Contractor shall, from time to time, make Updates and Upgrades to the System (as applicable) available to the County at no additional charge. Updates and Upgrades to the System will be made available to County for no additional or new System usage fees, maintenance and support fees, or any other fees. Contractor shall provide County with reasonable notice of any Impending Update and at least six (6) months notice of any impending Upgrades.

The County may elect to use certain billable consulting Services to support the deployment of an Update or an Upgrade. Billable Services may include, but are not limited to, training (on new features), integration script migration (re-mapping and testing of data import/export scripts), consulting (for configuration and deployment of new features), project management, and other similar services.

### **6.7. New Products**

New Products will not be provided to the County as part of the Maintenance and Support Services. Contractor may charge additional fees for New Products and the County may choose whether or not to purchase New Products at the County's sole discretion. If Contractor removes any features or functionality from the System and subsequently offers those features or functionality in a New Product (whether directly or indirectly or through a third party), then the System will be deemed to include the entire New Product.

### **6.8. Excluded Services**

**6.8.1.** The following services are outside the scope of Maintenance and Support Services:

**6.8.1.1.** Services for the System, for which all required maintenance releases, Updates, and/or Upgrades have not been implemented by the County after a reasonable time (no earlier than 90 days after the expiration of the 6 month advance notice period for Upgrades) and reasonable efforts have been made by the Contractor to work with the County to implement the maintenance releases, Updates, and/or Upgrades.

**6.8.1.2.** Services which become necessary due to: (i) failure of computer hardware or equipment or programs not under Contractor's control; or (ii) negligent or intentional misuse of the Taleo Software or Hosting Services by an Authorized User (e.g., flooding the system with automated emails).

**6.8.1.3.** Services performed on site at the County (other than fee-based consulting Services), unless the parties mutually agree otherwise in writing.

**6.8.1.4.** Custom integration script maintenance.

**6.8.2.** The County may elect to use certain billable consulting Services in order to resolve issues associated with Excluded Services, as set forth in Section 6.8 above.

**6.8.3.** Such consulting Services may require that the County complete a network assessment and/or provide Contractor with access to the County network, as needed, in order to diagnose the issue.

**6.9. County Contact Person**

The County will appoint up to a total of ten County Contact Persons for purposes of contacting Contractor regarding Maintenance and Support Services issues, including reporting technical support issues via the technical support phone hotline. The County can change customer contact person(s) at any time by providing notice in writing (which includes email) from one of the existing County Contact Persons to Contractor's Client Management professional or other appropriate parties as designated by Contractor.

**6.10. User Manuals**

Contractor user manuals will be provided to the County via download from Contractor's online technical support portal or in compact disc format. County has the unrestricted right to modify and update Contractor user manuals and to reproduce an unlimited number of copies provided that the modifications, updates, and copies are consistent with the Approved Purposes and the combined portion of all such modifications, updates, and copies shall be treated as Contractor's confidential and proprietary data, provided that Contractor shall retain no right in County Data that does not contain Taleo data.

**EXHIBIT 4**

**SCHEDULE OF COMPENSATION FOR IMPLEMENTATION OF SERVICE**

In accordance with Article 5 of this Agreement, the County will pay the Contractor for the performance of the Implementation Services as set forth in Exhibit 1 as follows:

**1. Compensation Summary**

Contractor will provide consulting Services to the County on a time and materials basis with the and all such Services are not to exceed \$738,000.00 USD ("Fee") for Phase I Implementation Services and Education Services as outlined in Exhibit 1. The Compensation Summary amount may change (increase or decrease) as the result of a Change Order, as defined in Article 2 of the Special Conditions.

**2. Estimated Implementation Services Project Fees**

The estimated fees for Implementation Phase I – Recruiting & Scoring on a time and materials basis are as follows:

Phase I Implementation Services Fees (estimate)						
Name	Role	Firm	Hourly Rate	Estimated Term (wks)	Estimated Hours	Estimated Fees
	Project Director	Taleo		36	NA	NA
	Project Manager	Taleo	\$185	36	936	\$173,160
	Senior Consultant (Local)	Taleo	\$185	36	1008	\$186,480
	Configuration Consultant	Carrie Curtis Consulting	\$92	24	432	\$39,744
	Technical Project Manager / Integration Consultant	Taleo	\$185	12	120	\$22,200
	Technical Consultant	CityTech	\$160	24	576	\$92,160
	Change Management Consultant	Synch-Solutions	\$120	13	260	\$31,200
	Content Consultant	B2B / Synch-Solutions	\$130	23.75	950	\$123,500
	Reporting Consultant	Taleo	\$185	2	40	\$7,400
	Technical Consultant Technical readiness activities	Taleo	\$185		28	\$5,180
	<b>Total</b>					<b>\$681,024</b>

\* Taleo will not increase fees set forth in the table above. Excluding the Business Analyst, Taleo's rates in the table above are for Senior Consultants. Senior Consultants will typically have at least 7+ years of relevant business and/or technology experience and 3+ years of Taleo implementation experience. The hourly rate for Associate Consultants is \$185.00 per hour for local consultants and \$200.00

per hour for traveling consultants. Associate Consultants will typically have at least 5+ years of relevant business and/or technology experience and 1 to 2 years of Taleo implementation experience.

\*\*\* Travel and Related Costs - Senior Consultants who travel will bill at \$205.00 per hour. Associate Consultants who travel will bill at \$200.00 per hour. Traveling consultant is considered one who would be required to travel from more than 75 miles away from Customer site.

#### Invoice Submittal

Contractor will invoice the County on a monthly basis for actual hours worked at the hourly rates listed above and in accordance with Article 4. Invoices are to be submitted on a monthly basis to:

Chief of the Bureau of Human Resources  
Bureau of Human Resources  
Cook County Building  
118 N. Clark Street, Room 840  
Chicago, IL 60602

- **Work Outside of Scope**

Consulting services work requested and/or performed outside of the scope of this Agreement will only be paid if the agreed to by the parties in writing and pursuant to a valid and approved County change order or contract amendment process. Any and all past meetings, discussions, analysis, estimates, project plans, demos, etc. were for sales and marketing purposes only and there are no fees due from the County to Taleo and the County is under no obligation of any kind with respect to Taleo prior to the effective date of this Agreement.

- **Travel and Travel Time**

The County will not pay for the cost of travel time. Travel and related expenses (i.e., airfare, rental cars, lodging, per diems, etc.) are included in the hourly rates. Therefore, the County will not pay for travel and related expenses, beyond the negotiated hourly rates listed above.

- **Contractor Resource Requirement**

The Fees provided in this Agreement are based on an expected level of involvement from Contractor and County resources. Contractor agrees to assign qualified resources to the project as outlined in the Project Fees table above.

**3. Education Services Fees**

The cash value at list rate of the Education Services expected for Implementation Phase I -Recruiting & Scoring is as set forth in the table below:

Phase I Implementation Services Fees (estimate)							
Curriculum Development and Training Preparation				Training Delivery		Courseware	
	Service	Course Tailoring Days	Est. Fees	Course Delivery Days	Est. Fees	Perpetual License Fee	Total Fees
1	2-Day Core Team Implementation on training	.5	\$900	2	\$7,800		\$8,700
2	End User Dedicated Train-the-Trainer Course	6	\$10,800	3	\$13,000	\$12,000	\$35,800
3	System Administrator Training	2	\$3,600	5	\$15,000		\$18,600
4	Reporting Training	NA	NA	1	\$3,600		\$3,600
<b>Totals</b>							<b>\$66,700</b>
Total Taleo Learning Units (Total Fees/\$200)							333.50
Price Per Learning Unit (15% Discount)							(\$10,005)
<b>Total for Education Service Fees</b>							<b>\$56,695</b>

Learning Units purchased pursuant to this Exhibit may be redeemed for the Education Services set forth in the table above or for any other education services at a rate of \$200 in cash value per Learning Unit at Taleo list price for Education Services.

County will purchase bulk Education Services using the Taleo Learning Units Program whereby County will procure 333.5 Learning Units at the rate of \$170 per Learning Unit for total fees of \$56,695.

Learning Units may be used for County's internal use only (i.e., Education Services delivered directly to County's employees and contractors) and may not be resold. No other discounts may be combined with the products or services purchased via the Learning Unit program. Learning Units purchased by County may be redeemed for any Education Services offered during the Redemption Period as defined below. Learning Units are valid for redemption by County for a period of eighteen (18) months from the System Start Date as defined in Exhibit 3 ("Redemption Period") unless otherwise agreed in writing by Contractor. Any Learning Units not redeemed by County during the Redemption Period shall be deemed to have been redeemed by County and shall have no value and shall not be redeemable after the expiration of the Redemption Period unless otherwise agreed in writing by Contractor. Learning Units are non-transferable and may not be redeemed or used by any party other than County without the prior written consent of

Contractor. After the Redemption Period has expired, through the end of the Term, additional Learning Units may be purchased with a 15% reduction off the standard Learning Units cost at that time.

Contractor will provide County with a unique PIN/Discount Code to redeem Learning Units and track usage, and will receive quarterly status reports from Contractor.

**4. Invoice Submittal**

With the exception of Education Services Fees, Contractor will invoice the County on a monthly basis for actual hours worked at the hourly rates listed above and in accordance with Article 5. Invoices are to be submitted on a monthly basis to:

Chief of the Bureau of Human Resources

Bureau of Human Resources

Cook County Building

118 N. Clark Street, Room 840

Chicago, IL 60602

Contractor shall invoice the County \$56,695 for 333.5 Taleo Learning Units as of the execution of this Agreement and the County shall pay such fees in accordance with the payment terms set forth in Section 5.2 of the Agreement.

**6. Work Outside of Scope**

Implementation Services work requested and/or performed outside of the scope of this Agreement will only be paid if agreed to by the parties in writing and pursuant to a valid and approved County change order or contract amendment.

**7. Travel Time**

The County will not pay hourly Implementation Services Fees (including Education Services Fees) for travel time.

**8. Contractor Resource Requirement**

The Fees provided in this Agreement are based on an expected level of involvement from Contractor resources. Contractor agrees to assign qualified resources to the project as outlined in the Implementation Services Fees tables above and in Exhibit 1.

## EXHIBIT 5

### TALEO CONNECT INTEGRATIONS USING TALEO CONNECT CLIENT HOSTED

#### THE HYBRID IMPLEMENTATION APPROACH

##### 1. DESCRIPTION OF SERVICE

This Taleo services provides for the collaborative development of the Taleo Connect integration touch points included in this SOW. The Taleo connect integration touch points included in scope will be deployed using the Hybrid Delivery and Collaborative Development Approach (Hybrid Approach). The foundation of this approach is knowledge transfer from Taleo to the Customer team on the Taleo Connect integration platform as well as team collaboration between Taleo and Customer in the development and testing cycles. Primary and secondary responsibilities for the major activities in this service are described below:

Major Project Activity	Primary/Secondary Responsibility
Execute Data Mapping with Taleo's Predefined Edge Data Maps	Customer/Taleo
Configure and Unit Test Integration Touch Points Included in Scope	Taleo
Configure and Unit Test Integration Touch Points Included in Scope as Self-Service	Customer
Create Export Processes and Required Data Transformations from Customer HRMS	Customer
Create Import Processes and Required Data Transformations into Customer HRMS	Customer
System Test Integration Touch Points	Customer/Taleo
Validate Data Imported or Exported	Customer
Provide Ongoing Execution and Support	Customer
Additional Enhancements	Customer

##### 2. TALEO SERVICES INCLUDED IN THIS SOW

1. Knowledge transfer on the Taleo Connect tool capabilities and the creation of import and export integration touch points.
  - \* NOTE: Customer should read Taleo documentation prior to commencement of knowledge transfer service.
2. Standard data maps and guidance to Customer on how to complete the data maps according to the Taleo field requirements.
3. Creation, unit test and transition of the Taleo developed integration touch points included in scope. This includes:
  - Net change processing for imports identified in this SOW using net change.
  - Production volume loads for imports identified in this SOW as the responsibility of Taleo.
  - Knowledge transfer on the setup and execution of the Taleo-developed imports and exports within the Customer's environment.
4. Taleo validation of the file formats, contents, naming conventions and their compliance with Taleo and industry standards.
5. Provide Customer with the specification for the file layouts.
6. Guidance for and collaboration on Customer directed system integration testing (see Section 6: Testing Approach).

### 3. EXCLUDED TALEO SERVICES

1. Field level configuration settings such as changing the default update value of a field to prevent updates through ongoing integrations.
2. The creation of pre and post processing routines including data transformations, data translations, or file manipulations
3. Preparation of technical documentation in support of the Customer's process flows.
4. Development of the Customer's execution schedule.
5. Multi-lingual integration touch points.
6. Enablement of the Location Utility Lookup, a special preprocess that maps ISO3166 country/state codes to the Taleo RSLocation codes.

### 4. CUSTOMER RESPONSIBILITIES

1. Gain an understanding of the data elements available through the Taleo Connect Integration Platform, as referenced in the applicable Taleo documentation (e.g., Taleo Data Dictionary, Taleo Connect User Guide, etc).
2. Adhere to the Taleo-defined file naming and mapping convention.
3. Prepare and execute all extract and data transformation processes from Customer's HRMS to conform to Taleo data requirements which includes:
  - Remove all control characters (e.g., font & format) prior to file transfer.
  - Remove all formatting tags such as HTML tags prior to file transfer.
4. Prepare and execute all import data transformation processes for input to Customer's HRMS
5. Set up and maintain connectivity for the data transfer(s) between Taleo and Customer.
6. Set up Customer's internal computing environment, including such items as installation of networking software, Internet software and connection, etc., for either the host and/or Customer machines.
7. Create appropriate test data. Initial test data can be manually generated. System integration test data must be generated from the Customer's extract process and executed with the Customer's required import processes to current HRMS.
8. Assign qualified resources to the project and provide expected level of involvement as defined in the Project Roles and Responsibilities Section of this SOW.

### 5. INTEGRATION ASSUMPTIONS AND CONDITIONS

#### Assumptions

1. Taleo may request a Change Order if the Customer involvement declines or a resource is identified as unqualified and is adversely impacting project deliverables.
2. Projects exceeding the project timeline, as mutually agreed within the project calendar, due to changes in scope, lack of customer resources, additional Change Orders, Customer expanded test cycles, or quality of Customer-supplied data may require additional services from Taleo. Upon such event, Taleo will require Customer authorization with a Change Order to authorize additional costs.
3. Weekend work and hours outside of Taleo business hours are out of scope, unless requested in advance, mutually agreed upon, and documented in the project work plan.
4. Customers may optionally identify additional user defined fields (UDF's) for Taleo entities that support UDF's and/or standard fields which are not included in the standard Taleo data maps for each integration touch point.
  - Up to ten (10) UDFs and/or standard fields may be added to an integration touch point (i.e. ten per single Taleo data map) as part of the basic work effort included in this SOW.
  - More than ten (10) UDFs and/or standard fields may be added (as available) through a Change Order to this SOW.
5. Taleo will integrate with one production instance of the Customer HRMS/ERP system.
  - a. If Customer has more than one instance of the HRMS/ERP system, the data files for import into Taleo need to be merged into a single data file or an additional integration touch point may need to be developed through a Change Order to this SOW.
6. Any Taleo managed loads of the Customer's production data included in this SOW are loaded into the Customer's production zone only.

**Conditions**

1. Communications protocol is HTTP/S, which is built into the Taleo Connect tool.
2. Data security and encryption are provided by the HTTP/S protocol
3. Acceptable Customer file formats for transfers are: ASCII, UTF-8 with structured fields, CSV, and pipe delimited
4. Customer must embed attachments into the import file as GunZipped, Base64 byte streams.
  - a. Imported attachments may be optionally separate files to which the import files contain pointers.
5. Exported attachments will be embedded into the export file as GunZipped, Base64 byte streams.

**6. TESTING APPROACH**

The Taleo Connect integration touch points developed by Taleo will be transitioned to Customer upon the completion of the two test cycles, as described below:

<p><b>Unit Test:</b> The Unit Test is designed to test the Customer understanding of and compliance with the Taleo data requirements as defined in the Taleo standard data maps. It is executed by Taleo and does not test the Customer's system generated files, zone configuration or Customer data. The test occurs in the Customer's staging zone using a non-production server and environment. Customer data for this test may be manually created by Customer.</p>		
Taleo Task Summary	Customer Task Summary	Expected Outcome
<ul style="list-style-type: none"> <li>• Test migration scripts using Customer's sample data and standard Taleo test file</li> </ul>	<ul style="list-style-type: none"> <li>• Develop sample data files for each data migration in scope containing realistic and comprehensive examples</li> <li>• Validate test results</li> </ul>	<ul style="list-style-type: none"> <li>• Migration scripts are ready for system integration testing</li> </ul>

<p><b>System Integration Test:</b> The System Integration Test (SIT) tests the Customer's extract and import processes with the Taleo integration touch points. The test is executed a maximum of three (3) times for each integration touch point and a sampling of the data is available to Customer to validate prior to the load into production. Each test is normally scheduled for 2-5 days, depending on project scope. The test is executed in the Customer's staging zone using a non-production server and environment.</p> <p><b>NOTE:</b> Maximum records per cycle are limited to 1000 or 10% of production data volume, which ever is greater. Customer data for this test must be generated from the Customer's extract processes.</p>		
Taleo Task Summary	Customer Task Summary	Expected Outcome
<ul style="list-style-type: none"> <li>• Execute integration scripts with the Customer's import files</li> <li>• Execute integration scripts to create export files for feed to Customer's HRMS.</li> <li>• Correct defects or discrepancies</li> <li>• Execute for re-validation where necessary</li> </ul>	<ul style="list-style-type: none"> <li>• Submit import test files created from the Customer's extract process</li> <li>• Enter business transactions into Taleo to facilitate the generation of export files</li> <li>• Receive export files from Taleo and import to HRMS</li> <li>• Review test results and report discrepancies</li> <li>• Re-validate where necessary</li> </ul>	<ul style="list-style-type: none"> <li>• Integration touch points are ready for Taleo to load data into Customer's production zone for go live if Taleo is managing the production loads</li> <li>• Integration touch points are ready to be transitioned to Customer for installation, scheduling and execution</li> </ul>

<p><b>User Acceptance Integration Testing:</b> The User Acceptance Integration Test (UAIT) is an optional Customer-directed test cycle. Taleo will support Customer for as many test cycles as described in this SOW or a Change Order. The test is not executed in the Customer's production zone, but in the Customer's staging zone using a non-production server and environment.</p> <p><b>NOTE:</b> Any Customer-requested changes to the Taleo Connect integration touch points created by Taleo and included in the UAIT may require a Change Order.</p>		
Taleo Task Summary	Customer Task Summary	Expected Outcome
<ul style="list-style-type: none"> <li>• Support Customer remotely for as many test cycles as defined in this SOW or Change Order</li> </ul>	<ul style="list-style-type: none"> <li>• Install and schedule all Taleo Connect integration touch points for Customer-only execution</li> <li>• Submit import files to Taleo</li> </ul>	<ul style="list-style-type: none"> <li>• Integration touch points have been executed and validated</li> </ul>

- |  |  |  |
|--|--|--|
|  | <ul style="list-style-type: none"><li>• Process business events in Taleo</li><li>• Create export files and feed to HRMS</li><li>• Validate results</li></ul> |  |
|--|--|--|

## EXHIBIT 6

### SCHEDULE OF COMPENSATION FOR SYSTEM LICENSES

In accordance with Article 5 of the Special Conditions of this Agreement, the County will pay the Contractor for providing the System as set forth in Exhibit 3 as follows:

#### 1. Pricing Terms

Contractor will provide the System on a subscription basis (typically referred to as Software-as-a-Service (SaaS) or Application Service Provider (ASP)) for a four year term (the "Term") beginning on the Effective Date (the "System Start Date") that includes a one-time setup fee for the technical environment ("System Setup Fee") and an annual service fee for the selected Taleo Software Modules to be deployed that includes infrastructure, Hosting Services, Maintenance and Support Services, Updates, and Upgrades ("Annual System License Fees").

If the County elects to exercise its option to extend this Agreement for one 3-year period, pursuant to Section 4.3(h), then the per employee or other relevant units rates used to calculate the Annual System License Fees charged by Contractor will not exceed the per employee or other relevant unit rates used to calculate the Year 3 Annual Fee outlined in Section 3 below by more than the then-current US Consumer Price Index (CPI-U, US County Average, All Items posted during the month prior to such renewal) plus three percent (3%).

#### 2. System Setup Fee

Contractor will charge County a one-time System Setup Fee of \$10,000 to cover the cost for Contractor to set up the technical environment for the System.

#### 3. Software Price Chart for Annual System License Fees

The following table outlines the Taleo Enterprise Edition Software Modules, pricing, and invoice frequency for **15,000 (salaried and hourly)** County employees during Year 1 and **24,000 (salaried and hourly)** employees during subsequent Years (including all corporate departments under the jurisdiction of the County Board President, the Cook County Health and Hospital System and the Cook County Forest Preserve District and the employees of County elected officials) based in the United States. The foregoing numbers of employees associated with each applicable Year shall be deemed the maximum employee count ("Maximum Employee Count"). The invoicing start date is the System Start Date. The total Annual System Licenses Fees for each of the four years of the term of this Exhibit 6 are:

- Year 1 = \$221,769.00
- Year 2 = \$310,000.00
- Year 3 = \$310,000.00
- Year 4 = \$310,000.00

The System may be used for the benefit of County departments that comprise an aggregate employee count of up to five percent (5%) more than the Maximum Employee Count set forth above. In the event that the employee count of County departments on behalf of which the System is being used has exceeded the amount that is five percent (5%) more than Maximum Employee Count, fees shall be adjusted as mutually agreed by Contractor and County with such adjustment retroactive to the date the employee count exceeded the Maximum Employee Count plus five percent (5%).

Taleo Modules/Services	Fee Payment Frequency
Taleo Professional/HourlyTM	Quarterly
Administrator WebTop (a feature of Taleo Professional/Hourly)	Quarterly
Taleo Workforce MobilityTM	Quarterly
Taleo CampusTM	Quarterly
ACE Prescreening (a feature of Taleo Professional/Hourly)	Quarterly
Taleo Compliance TM	Quarterly
Taleo Resume Parsing TM	Quarterly
Taleo Connect Integration Platform with, Taleo Connect Client Self Service Integration Tools TM	Quarterly
Premium Data Export Option	Quarterly
Taleo Advanced Reporting TM (one author account, unlimited report users)	Quarterly
Taleo Analytics Dashboard TM (one author account, unlimited dashboard users)	Quarterly
Two Permanent Non-Production Zones	Quarterly
Taleo OnboardingTM	Quarterly
Source Code in Escrow System Setup Fee	Quarterly One Time

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System Fees	Annual Fee	Fee Payment Frequency
Software Setup Fee	\$10,000	One Time
Annual System License Fees — Year 1	\$221,769	Quarterly
Annual System License Fees — Year 2	\$310,000	Quarterly
Annual System License Fees — Year 3	\$310,000	Quarterly
Annual System License Fees — Year 4	\$310,000	Quarterly
Total Annual System License Fees	\$1,161,769	Quarterly

The pricing for the County is based on the following terms and conditions:

- A quarterly up-front payment structure.
- 15,000 (salaried and/or hourly) employees in Year 1 and 24,000 (salaried and/or hourly) employees in subsequent Years, all based in the United States.
- 300 managers using the Taleo Manager WebTop.
- Hosting Services, Maintenance and Support Services, Updates, and Upgrades are included for the County's production zone and all additional County zones licensed.
- The cost for each additional 500 megabytes of Authorized User attachment storage space is \$300.00.
- The County has the option at its sole discretion to add one additional temporary non-production zone on a month-to-month basis during the Implementation Phase (Phase I and Phase II) under Exhibit 1 for a fee no higher than then-current list price.
- If Taleo removes any features or functionality from the Software and subsequently offers those features or functionality in a new product (whether directly or indirectly or through a third party), then, at no additional cost to the County, the Software provided pursuant to this Agreement will be deemed to include: (i) the portion of those new or different products that contain the original

features and Upgrades thereto or (ii) if those features cannot be separated out, the entire product and any Upgrades thereto.

**4. Invoice Submittal**

Contractor will invoice County upon signature for the Software Setup Fee. Contractor will invoice the County on a quarterly basis at the beginning of each quarter for one fourth of the applicable Annual System License Fees beginning on the System Start Date. Invoices for partial periods will be prorated on a daily basis. Invoices are to be submitted to:

Chief of the Bureau of Human Resources

Bureau of Human Resources

Cook County Building

118 N. Clark Street, Room 840

Chicago, IL 60602

## EXHIBIT 7

### REQUIREMENTS FOR HIPAA

The terms below that are capitalized have the same meanings as set forth in the health Insurance Portability and Accountability Act. See 45 CFR parts 160 and 164.

1. Contractor must not use or further disclose Protected Health Information ("PHI") other than as permitted or required by this Agreement or as Required by Law.
2. Contractor must use appropriate safeguards to prevent the use or disclosure of PHI other than as provided for in this Agreement.
3. Contractor must mitigate to the extent practicable any harmful effect that is known to Contractor of a use or disclosure of PHI by Contractor in violation of the requirements of this Agreement.
4. Contractor must report any use or disclosure of the PHI not provided for by this Agreement to the County.
5. Contractor must ensure that any agent, including a subcontractor, to whom it provides PHI received from, or created or received by Contractor on behalf of the County agrees to the same restrictions and conditions that apply through this Agreement to Contractor with respect to such information.
6. If the Contractor has PHI in a Designated Record Set then Contractor must provide access, at the request of the County and in the time and manner designated by the County, to PHI in a Designated Record Set, to County or, as directed by County, to an Individual in order to meet the requirements under 45 CFR 164.524.
7. If the Contractor has PHI in a Designated Record Set then Contractor must make any amendments to PHI in a Designated Record Set that the County directs or agrees to pursuant to 45 CFR 164.526 at the request of County or an Individual, and in the time and manner designated by County.
8. Contractor must make internal practices, books and records relating to the use and disclosure of PHI received from, or created or received by Contractor on behalf of, County available to the County, or at the request of the County, in a time and manner designated by the County, for purposes compliance with HIPPA.
9. Contractor must document the disclosure of PHI and information relating to such disclosures as would be required for County to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR 164.528.
10. Contractor must provide to County or an Individual, in time and manner designated by County, information collected which relates to the disclosure of PHI, to permit disclosure in accordance with 45 CFR 164.528.
11. Contractor must either return all PHI to the County or destroy it, at the County's option, upon termination or expiration of this Agreement.
12. Contractor must report to the County any security incident of which it becomes aware.

**EXHIBIT 8**

**ECONOMIC DISCLOSURE STATEMENT  
CERTIFICATIONS AND EXECUTION PAGE**

**EXHIBIT 9**  
**BOARD AUTHORIZATION LETTER**

**BUREAU OF HUMAN RESOURCES continued**

**AGREEMENTS continued**

ITEM #57

**APPROVED**

Transmitting a Communication, dated September 23, 2009 from

JOSEPH SOVA, Chief, Bureau of Human Resources

requesting authorization for the Purchasing Agent to negotiate and enter into a Joint Purchasing Agreement for a professional services contract on behalf of Cook County with Taleo Corporation ("Taleo"), Alameda, California, to provide an automated recruiting, hiring, and onboarding system that can be used countywide including the Health System, separately elected officials and the Cook County Forest Preserve District.

Taleo offers a nationally recognized automated recruiting, hiring and onboarding system to both private and public organizations, including numerous healthcare organizations and hospital systems. Taleo is currently engaged by the City of Chicago to provide hosting and maintenance support services so that the City of Chicago ("City") has an automated recruiting, hiring and onboarding system. On September 30, 1996, the City engaged the services of Taleo to perform various Project Definition Services and as a result made certain analyses and recommendations to the City concerning the use of Taleo's software services for the purpose of improving the City's hiring processes. After considering Taleo's recommendations, on February 20, 2007, the City amended its original agreement to provide for the implementation of Taleo's software services and to have Taleo provide hosting, and maintenance support services so that the City would have an automated recruiting, hiring and onboarding system.

Due to Taleo's familiarity and experience with providing automated hiring in both private and public organizations as well as healthcare institutions and its successful relationship in implementing the City's automated hiring system, the Bureau of Human Resources hereby requests that the Purchasing Agent and the Bureau of Human Resources be authorized to negotiate project definition services, implementation services, system licenses, and the appropriate schedules of compensation to engage Taleo in the provision and implementation of Taleo Software services as well as the hosting, maintenance and support services to provide for the automated recruiting, hiring and onboarding system for Cook County.

Estimated Fiscal Impact: \$2,000,000.00. Contract Period: October 15, 2009 through October 14, 2013. (715/032-579 Account). Requisition No. 90320021.

Previous approval of this item was included in the Capital Equipment Program approved by the Cook County Board of Commissioners on June 2, 2009.

**TRANSFER OF FUNDS**

ITEM #58

**APPROVED**

Transmitting a Communication from

JOSEPH SOVA, Chief, Bureau of Human Resources

requesting approval by the Board of Commissioners to transfer funds totaling \$16,000.00 from and to the accounts listed below.

Reason: Transportation and Other Travel Expenses for Employees - There will be an increase in outside travel for the Bureau's employees to attend union negotiations, labor issues and grievance hearings.

Medical Consultation Services - Price increases and an increase in usage of medical laboratory services has occurred.

Medical, Dental, and Laboratory and Supplies - Price increases of drug testing metabolites and medical supplies was not anticipated.

ECONOMIC DISCLOSURE STATEMENT  
AND EXECUTION DOCUMENT  
INDEX

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OFFICE OF THE  
PURCHASING AGENT  
09 DEC -2 PM 4: 34

Section	Description	Pages
Instructions	Instructions for Completion of EDS	EDS i - ii
1	MBE/WBE Utilization Plan	EDS 1,2
2	Letter of Intent	EDS 3, 4
3	Petition for Reduction/Waiver of MBE/WBE Participation Goals	EDS 5, 6
4	Certifications	EDS 7, 8
5	Economic and Other Disclosures, Affidavit of Child Support Obligations and Disclosure of Ownership Interest	EDS 9 - 13
6	Sole Proprietor Signature Page	EDS 14a/b/c
7	Partnership Signature Page	EDS 15/a/b/c
8	Corporation Signature Page	EDS 16a/b/c
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CONTRACT COMPLIANCE  
09 DEC -2 AM 11: 22

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

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

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

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

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

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

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

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

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

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

**"Lobbyist"** means any person or entity who lobbies.

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

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

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

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

**Sections 6, 7, 8: Execution Forms.** The Bidder executes this EDS, and the Contract, by completing and signing three copies of the appropriate Signature Page. Section 6 is the form for a sole proprietor; Section 7 is the form for a partnership or joint venture; and Section 8 is the form for a corporation. Proper execution requires **THREE ORIGINALS**; therefore, the appropriate Signature Page must be filled in, three copies made, and all three copies must be properly signed, notarized and submitted. The forms may be printed and completed by typing or hand writing the information required. The County is in the process of converting these forms into a format that may be downloaded and completed on the user's computer. Once this feature is available, those having the necessary software may follow the instructions set forth below under the heading "Instructions for Completing PDF Forms."

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

**Additional Information.** The County's Governmental Ethics and Campaign Financing Ordinances, impose certain duties and obligations on persons or entities seeking County contracts, work, business, or transactions. For further information please contact the Director of Ethics at (312) 603-4304 (69 W. Washington St. Suite 3040, Chicago, IL 60602) or visit our web-site at [www.cookcountygov.com](http://www.cookcountygov.com) and go to the Ethics Department link. The Bidder must comply fully with the applicable ordinances.

**MBE/WBE UTILIZATION PLAN**

**Section 1**

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

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

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

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

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

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

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

MBE/WBE Firm: Synch-Solutions

Address: 211 West Wacker Drive, Suite 300, Chicago, IL, 60606

E-mail: pdavis@Synch-Solutions.com

Contact Person: Paul Davis Phone: 312 252-3770

Dollar Amount Participation: \$ 80,8210

Percent Amount of Participation: 4.18 %

\*Letter of Intent attached? Yes X No \_\_\_\_\_

\*Letter of Certification attached? Yes X No \_\_\_\_\_

MBE/WBE Firm: \_\_\_\_\_

Address: \_\_\_\_\_

E-mail: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Phone: \_\_\_\_\_

Dollar Amount Participation: \$ \_\_\_\_\_

Percent Amount of Participation: \_\_\_\_\_ %

\*Letter of Intent attached? Yes \_\_\_\_\_ No \_\_\_\_\_

\*Letter of Certification attached? Yes \_\_\_\_\_ No \_\_\_\_\_

Attach additional sheets as needed.

\*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.

**MBE/WBE UTILIZATION PLAN**

**Section 1**

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

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

- Bidder/Proposer is a certified MBE or WBE firm. (If so, attach copy of appropriate Letter of Certification.)
- Bidder/Proposer is a Joint Venture and one or more Joint Venture partners are certified MBEs or WBEs. (If so, attach copies of Letter(s) of Certification, a copy of Joint Venture Agreement clearly describing the role of the MBE/WBE firm(s) and its ownership interest in the Joint Venture and a completed Joint Venture Affidavit – available from the Office of Contract Compliance.)
- Bidder/Proposer is not a certified MBE or WBE firm, nor a Joint Venture with MBE/WBE partners, but will utilize MBE and WBE firms either Directly or Indirectly in the performance of the Contract. (If so, complete Sections II and III).

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

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

MBE/WBE Firm: Carrie Curtis Consulting

Address: 900 Old Grove Manor, Jacksonville, FL, 32207

E-mail: Comarchio@aol.com

Contact Person: Carrie Curtis Phone: 904-386-5937

Dollar Amount Participation: \$ 34,560

Percent Amount of Participation: 1.79 %

\*Letter of Intent attached? Yes  No

\*Letter of Certification attached? Yes  No

MBE/WBE Firm: \_\_\_\_\_

Address: \_\_\_\_\_

E-mail: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Phone: \_\_\_\_\_

Dollar Amount Participation: \$ \_\_\_\_\_

Percent Amount of Participation: \_\_\_\_\_ %

\*Letter of Intent attached? Yes \_\_\_\_\_ No \_\_\_\_\_

\*Letter of Certification attached? Yes \_\_\_\_\_ No \_\_\_\_\_

Attach additional sheets as needed.

\*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.

**MBE/WBE UTILIZATION PLAN**

**Section 1**

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

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

- Bidder/Proposer is a certified MBE or WBE firm. (If so, attach copy of appropriate Letter of Certification.)
- Bidder/Proposer is a Joint Venture and one or more Joint Venture partners are certified MBEs or WBEs. (If so, attach copies of Letter(s) of Certification, a copy of Joint Venture Agreement clearly describing the role of the MBE/WBE firm(s) and its ownership interest in the Joint Venture and a completed Joint Venture Affidavit - available from the Office of Contract Compliance.)
- Bidder/Proposer is not a certified MBE or WBE firm, nor a Joint Venture with MBE/WBE partners, but will utilize MBE and WBE firms either Directly or Indirectly in the performance of the Contract. (If so, complete Sections II and III).

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

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

MBE/WBE Firm: City Tech, Inc  
Address: 205 West Wacker Drive, Suite 1430, Chicago, IL, 60606  
E-mail: jvanbergen@citytechinc.com  
Contact Person: Janet Van Bergen Phone: 312 673-6433 x113  
Dollar Amount Participation: \$ 80,139  
Percent Amount of Participation: 4.14 %

\*Letter of Intent attached? Yes  No

\*Letter of Certification attached? Yes  No

MBE/WBE Firm: \_\_\_\_\_

Address: \_\_\_\_\_

E-mail: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Phone: \_\_\_\_\_

Dollar Amount Participation: \$ \_\_\_\_\_

Percent Amount of Participation: \_\_\_\_\_ %

\*Letter of Intent attached? Yes \_\_\_\_\_ No \_\_\_\_\_

\*Letter of Certification attached? Yes \_\_\_\_\_ No \_\_\_\_\_

Attach additional sheets as needed.

\*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.

**MBE/WBE UTILIZATION PLAN**

**Section 1**

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

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

- Bidder/Proposer is a certified MBE or WBE firm. (If so, attach copy of appropriate Letter of Certification.)
- Bidder/Proposer is a Joint Venture and one or more Joint Venture partners are certified MBEs or WBEs. (If so, attach copies of Letter(s) of Certification, a copy of Joint Venture Agreement clearly describing the role of the MBE/WBE firm(s) and its ownership interest in the Joint Venture and a completed Joint Venture Affidavit - available from the Office of Contract Compliance.)
- Bidder/Proposer is not a certified MBE or WBE firm, nor a Joint Venture with MBE/WBE partners, but will utilize MBE and WBE firms either Directly or Indirectly in the performance of the Contract. (If so, complete Sections II and III).

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

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

MBE/WBE Firm: B2B Strategic Solutions

Address: 150 North Michigan Avenue, Suite 2900, Chicago, IL, 60601

E-mail: donna@b2bssi.com

Contact Person: Donna Bryant Phone: 312 368-1700

Dollar Amount Participation: \$ 53,696

Percent Amount of Participation: 2.78 %

\*Letter of Intent attached? Yes  No

\*Letter of Certification attached? Yes  No

MBE/WBE Firm: \_\_\_\_\_

Address: \_\_\_\_\_

E-mail: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Phone: \_\_\_\_\_

Dollar Amount Participation: \$ \_\_\_\_\_

Percent Amount of Participation: \_\_\_\_\_ %

\*Letter of Intent attached? Yes \_\_\_\_\_ No \_\_\_\_\_

\*Letter of Certification attached? Yes \_\_\_\_\_ No \_\_\_\_\_

Attach additional sheets as needed.

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.

04.09

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

**NOTE:** This section need not be completed if the MBE/WBE goals have been met through Direct Participation. However, 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 will perform as subcontractors/suppliers/consultants include the following:

MBE/WBE Firm: Carrie Curtis Consulting

Address: 960 Old Grove Manor, Jacksonville, Fl. 32207

E-mail: Camacchia@aol.com

Contact Person: Carrie Curtis Phone: 904 386-5937

Dollar Amount Participation: \$ 176,437

Percent Amount of Participation: 9.12 %

\*Letter of Intent attached? Yes X No \_\_\_\_\_

\*Letter of Certification attached? Yes \_\_\_\_\_ No X

MBE/WBE Firm: \_\_\_\_\_

Address: \_\_\_\_\_

E-mail: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Phone: \_\_\_\_\_

Dollar Amount Participation: \$ \_\_\_\_\_

Percent Amount of Participation: \_\_\_\_\_ %

\*Letter of Intent attached? Yes \_\_\_\_\_ No \_\_\_\_\_

\*Letter of Certification attached? Yes \_\_\_\_\_ No \_\_\_\_\_

Attach additional sheets as needed.

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

COOK COUNTY LETTER OF INTENT  
(Section 2)

FROM MBE/WBE TO PERFORM AS SUBCONTRACTOR, SUPPLIER AND/OR CONSULTANT

Contract Title & Number: Joint Purchasing Agreement to Automate Recruitment hiring and Onboarding system  
for Cook County  
From: B2B Strategic Solutions  
(MBE/WBE Firm)

To: Taleo and the County of Cook  
(Bidder/Proposer Firm)

The Undersigned is prepared to provide the following services, supplies and project in connection with the above named contract (the "Contract"):

Each service performed and/or item supplied will be detailed under Description of Service/Supply and Project with all services/items totaled under Fee/Cost to equal the full dollar amount of the Letter of Intent. All services performed and/or supplies provided must be directly related to this specific Cook County contract and must not include any services/supplies related to any other government contract.

Description of Service/Supply/Project	Fee/Cost
1. <u>Consulting Services-Content Analyst</u>	<u>\$ 53,696 2.78%</u>
2. _____	\$ _____ %
3. _____	\$ _____ %
4. _____	\$ _____ %

Total: \$ 53,696 2.78%

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

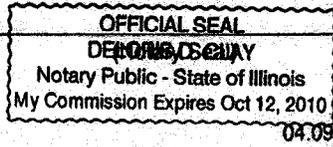
Upon Penalty of perjury, I DONNA C. BRYANT (print name)  
the PRESIDENT (title) and duly authorized representative  
of the B2B STRATEGIC SOLUTIONS INC. (MBE/WBE firm) affirm

that the foregoing information is true and correct and the services, supplies, and/or project indicated above will be supplies/performed for the above indicated total dollar amount \$ 53,696 which represents the above indicated total percentage 2.78 % for the contract amount \$ 1,934,809.

Donna C Bryant (Signature of affiant) 11, 24, 09 (Date)

Subscribed and sworn to before me this 24<sup>th</sup> day of November, 20 09

[Signature]  
(Notary's Signature)



THE BOARD OF COMMISSIONERS

TODD H. STROGER

PRESIDENT

EARLEAN COLLINS  
ROBERT STEALE  
JERRY BUTLER  
WILLIAM M. BEAVERS  
DEBORAH SIMS  
JOAN PATRICIA MURPHY  
JOSEPH MARIO MORANO  
EDWIN REYES

1st Dist. PETER N. SILVESTRI  
2nd Dist. BRIDGET GARNER  
3rd Dist. JOHN P. SALEY  
4th Dist. FORREST CLAYPOOL  
5th Dist. LARRY SUFFREDIN  
6th Dist. SARA GOSLIN  
7th Dist. TIMOTHY D. SCHNEIDER  
8th Dist. ANTHONY J. PERAINA  
9th Dist. ELIZABETH ANN DODDY GORHAM  
10th Dist.  
11th Dist.  
12th Dist.  
13th Dist.  
14th Dist.  
15th Dist.  
16th Dist.  
17th Dist.



November 3, 2009

COOK COUNTY  
OFFICE OF CONTRACT COMPLIANCE

BETTY HANCOCK PERRY  
DIRECTOR

118 North Clark Street, Room 1020  
Chicago, Illinois 60602-1304  
TEL (312) 603-3502  
FAX (312) 603-4547

Ms. Donna C. Bryant, President  
B2B Strategic Solutions, Inc.  
150 N. Michigan Avenue, Suite 2800  
Chicago, IL 60601

Annual Certification Expires: November 5, 2010

Dear Ms. Bryant:

Congratulations on your continued eligibility for Certification as an MBE(6)WBE by Cook County Government. This MBE(6)WBE Certification is valid until November 5, 2011; however your firm must be revalidated annually. Your firm's next annual validation is required by November 5, 2010.

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

Cook County Government may commence action to remove your firm as an MBE(6)WBE vendor if you fail to notify us of any changes of facts affecting your firm's Certification, or if your firm otherwise fails to cooperate with the County in any inquiry or investigation. Removal of your status may also be commenced if your firm is found to be involved in bidding or contractual irregularities.

Your firm's name will be listed in Cook County's Directory of Minority Business Enterprises and Women Business Enterprises in the area(s) of specialty:

Management Consultant: Staff Augmentation and Technical/Non-Technical Training

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

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

Sincerely,

Betty Hancock Perry  
Director

BHP/ar



COOK COUNTY LETTER OF INTENT  
(Section 2)

FROM MBE/WBE TO PERFORM AS SUBCONTRACTOR, SUPPLIER AND/OR CONSULTANT

Contract Title & Number: Joint Purchasing Agreement to Automate Recruitment Hiring and Onboarding System For Cook County

From: Synch Solutions  
(MBE/WBE Firm)

To: Taleo and the County of Cook  
(Bidder/Proposer Firm)

The Undersigned is prepared to provide the following services, supplies and project in connection with the above named contract (the "Contract"):

Each service performed and /or item supplied will be detailed under Description of Service/Supply and Project with all services/items totaled under Fee/Cost to equal the full dollar amount of the Letter of Intent. All services performed and/or supplies provided must be directly related to this specific Cook County contract and must not include any services/supplies related to any other government contract.

Description of Service/Supply/Project	Fee/Cost
1. Consulting Services - Project Positions equal	\$80,826 4.18%
2. Business Analyst and Content Analyst	\$ _____ %
3. _____	\$ _____ %
4. _____	\$ _____ %
Total: \$80,826 4.18%	

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

Upon Penalty of perjury, I Ajay Patel (print name)  
the Vice President (title) and duly authorized representative  
of the Synch-Solutions (MBE/WBE firm) affirm

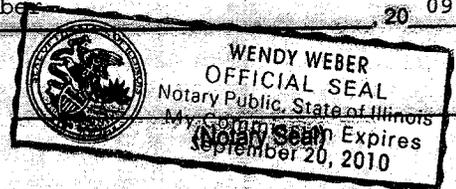
that the foregoing information is true and correct and the services, supplies, and/or project indicated above will be supplies/performed for the above indicated total dollar amount \$ 80,826 which represents the above indicated total percentage 4.18 % for the contract amount \$ \_\_\_\_\_

Ajay Patel  
(Signature of affiant)

11 / 24 / 09  
(Date)

Subscribed and sworn to before me this 24th day of November, 20 09

[Signature]  
(Notary's Signature)



TODD H. STROGER

PRESIDENT

EARLEAN COLLINS  
ROBERT STEELE  
JERRY BUTLER  
WILLIAM M. BEAVERS  
DEBORAH SIMS  
JOAN PATRICIA MURPHY  
JOSEPH MARIO MORENO  
ROBERTO MALDONADO

1st Dist.	PETER N. SILVESTRI	9th Dist.
2nd Dist.	MIKE BUNGLEY	10th Dist.
3rd Dist.	JOHN P. DALEY	11th Dist.
4th Dist.	FORREST CLAYPOOL	12th Dist.
5th Dist.	LARRY SUFFREDIN	13th Dist.
6th Dist.	GREGG BOSLIN	14th Dist.
7th Dist.	TIMOTHY O. SCHNEIDER	15th Dist.
8th Dist.	ANTHONY J. PERANCA	16th Dist.
	ELIZABETH ANN BOODY GORMAN	17th Dist.



January 8, 2009

COOK COUNTY  
OFFICE OF CONTRACT COMPLIANCEBETTY HANCOCK PERRY  
DIRECTOR

118 North Clark Street, Room 1020  
Chicago, Illinois 60602-1304  
E-MAIL: [bbperry@cookcountygov.com](mailto:bbperry@cookcountygov.com)  
TEL (312) 603-5502  
FAX (312) 603-4547

Mr. John Sterling, President  
Synchronous Solutions, Inc. d/b/a Synch-Solutions  
211 West Wacker Drive, Suite 300  
Chicago, IL 60606

Annual Certification Expires: March 7, 2010

Dear Mr. Sterling:

Congratulations on your continued eligibility for Certification as an MBE (6) by Cook County Government. This MBE (6) Certification is valid until March 7, 2011; however your firm must be revalidated annually. Your firm's next annual validation is required by March 7, 2010.

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

Cook County Government may commence action to remove your firm as an MBE (6) vendor if you fail to notify us of any changes of facts affecting your firm's Certification, or if your firm otherwise fails to cooperate with the County in any inquiry or investigation. Removal of your status may also be commenced if your firm is found to be involved in bidding or contractual irregularities.

Your firm's name will be listed in Cook County's Directory of Minority Business Enterprises and Women Business Enterprises in the area(s) of specialty:

#### Information Technology and Management Consulting

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

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

Sincerely,

*Betty Hancock Perry* <sup>et.</sup>

Betty Hancock Perry  
Director  
BHP/ies

Enclosed: No Change Affidavit



COOK COUNTY LETTER OF INTENT  
(Section 2)

FROM MBE/WBE TO PERFORM AS SUBCONTRACTOR, SUPPLIER AND/OR CONSULTANT

Contract Title & Number: Joint Purchasing Agreement to Automate Recruitment hiring and Onboarding System for Cook County  
From: Carrie Curtis Consulting  
(MBE/WBE Firm)

To: Taleo and the County of Cook  
(Bidder/Proposer Firm)

The Undersigned is prepared to provide the following services, supplies and project in connection with the above named contract (the "Contract"):

Each service performed and /or item supplied will be detailed under Description of Service/Supply and Project with all services/items totaled under Fee/Cost to equal the full dollar amount of the Letter of Intent. All services performed and/or supplies provided must be directly related to this specific Cook County contract and must not include any services/supplies related to any other government contract.

Description of Service/Supply/Project	Fee/Cost
1. <u>Consulting Services- Configuration Consultant</u>	<u>\$ 34,560 1.79 %</u>
2. _____	<u>\$ _____ %</u>
3. _____	<u>\$ _____ %</u>
4. _____	<u>\$ _____ %</u>
Total: <u>\$ 34,560 1.79 %</u>	

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

Upon Penalty of perjury, I Carrie Curtis (print name)  
the President / Owner (title) and duly authorized representative  
of the Carrie Curtis Consulting, Inc. (MBE/WBE firm) affirm

that the foregoing information is true and correct and the services, supplies, and/or project indicated above will be supplies/performed for the above indicated total dollar amount \$ 36,560.<sup>00</sup> which represents the above indicated total percentage 1.79 % for the contract amount \$ 1,934,809.<sup>00</sup>

Carrie Curtis  
(Signature of affiant)

11 / 25 / 09  
(Date)

Subscribed and sworn to before me this 25 day of November, 2009

[Signature]  
(Notary's Signature)

NOTARY PUBLIC STATE OF FLORIDA  
Chris Velazquez  
Commission #DD793241  
Expires: MAY 29, 2012  
BONDED THRU ATLANTIC BONDING CO., INC.



THE BOARD OF COMMISSIONERS

TODD H. STROGER

PRESIDENT

LEAN COLLINS  
BERT STERLE  
WY BUTLER  
LARA H. BERGERS  
BORAH BIMS  
AN PATRICIA MURPHY  
GEM MARIO MORENO  
BERTO MALDONADO

1st Dist. PETER N. SILVESTRI  
2nd Dist. MIKE GUNLEY  
3rd Dist. JOHN P. DALRY  
4th Dist. ROBERT CLAYPOOL  
5th Dist. LARRY SUFFREIN  
6th Dist. RONNIE BOALIN  
7th Dist. TIMOTHY G. SCHMIDT  
8th Dist. ANTHONY J. PERAZA  
9th Dist. ELIZABETH ANN GOODY GORHAM  
10th Dist.  
11th Dist.  
12th Dist.  
13th Dist.  
14th Dist.  
15th Dist.  
16th Dist.  
17th Dist.



February 23, 2009

COOK COUNTY  
OFFICE OF CONTRACT COMPLIANCE

BETTY HANCOCK PERRY  
DIRECTOR

118 North Clark Street, Room 1020  
Chicago, Illinois 60602-1304  
E-MAIL: bhperry@cookcountygov.com  
TEL (312) 603-5502  
FAX (312) 603-4547

Ms. Janet Van Bergen, President  
City Tech, Inc.  
205 W. Wacker Drive, Ste. 250  
Chicago, IL 60606

Annual Certification Expires: February 23, 2010

Dear Ms. Van Bergen:

We are pleased to inform you that City Tech, Inc. has been certified as a WBE by Cook County Government. This WBE Certification is valid until February 23, 2012; however your firm must be revalidated annually. Your firm's next annual validation is required by February 23, 2010.

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

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

Your firm's name will be listed in Cook County's Directory of Minority Business Enterprises and Women Business Enterprises in the area(s) of specialty:

Information Technology; Management Consulting, Project Management, Technical Architecture,  
Business Analysis; Custom Software Development

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

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

Sincerely,

*Betty Hancock Perry*

ex.

Betty Hancock Perry

Director

BHP/es

Enclosed: No Change Affidavit



Printed on Recycled Paper



**EXHIBIT 9**

**BOARD AUTHORIZATION LETTER**

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

**A. BIDDER/PROPOSER HEREBY REQUESTS:**

FULL MBE WAIVER

FULL WBE WAIVER

REDUCTION (PARTIAL MBE and/or WBE PARTICIPATION)

6.5 % of Reduction for MBE Participation

6.5 % of Reduction for WBE Participation

**B. REASON FOR FULL/REDUCTION WAIVER REQUEST**

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

1) lack of sufficient qualified MBEs and/or WBEs capable of providing the goods or services required by the contract (please explain)

2) the specifications and necessary requirements for performing the Contract make it impossible or economically infeasible to divide the Contract to enable the contractor to utilize MBEs and/or WBEs in accordance with the applicable participation (please explain)

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

4) there are other relevant factors making it impossible or economically infeasible to utilize MBE and/or WBE firms (please explain)

**C. GOOD FAITH EFFORTS TO OBTAIN MBE/WBE PARTICIPATION**

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

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

**D. OTHER RELEVANT INFORMATION**

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

**CERTIFICATIONS  
(SECTION 4)**

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

**A. PERSONS AND ENTITIES SUBJECT TO DISQUALIFICATION**

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

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

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

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

**B. BID-RIGGING OR BID ROTATING**

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

**C. DRUG FREE WORKPLACE ACT**

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

**D. DELINQUENCY IN PAYMENT OF TAXES**

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

**E. HUMAN RIGHTS ORDINANCE**

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

**F. ILLINOIS HUMAN RIGHTS ACT**

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

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

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

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

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

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

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

**REQUIRED DISCLOSURES  
(SECTION 5)**

**1. DISCLOSURE OF LOBBYIST CONTACTS**

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

Name	Address
N/A	

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

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

a) Is Bidder a "Local Business" as defined above?  
Yes: \_\_\_\_\_ No:

b) If yes, list business address(es) within Cook County:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

c) Does Bidder employ the majority of its regular full-time workforce within Cook County?  
Yes: \_\_\_\_\_ No:

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

Every Applicant for a County Privilege shall be in full compliance with any child support order before such Applicant is entitled to receive or renew a County Privilege. When delinquent child support exists, the County shall not issue or renew any County Privilege, and may revoke any County Privilege. All Applicants are required to review the Cook County Affidavit of Child Support Obligations attached to this EDS and complete the following, based upon the definitions and other information included in such Affidavit:

Applicant has no "Substantial Owner."

OR

\_\_\_\_\_ The Cook County Affidavit of Child Support Obligations has been completed by all "Substantial Owners" and is attached to this EDS.

**4. REAL ESTATE OWNERSHIP DISCLOSURES.**

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

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

PERMANENT INDEX NUMBER(S): \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
**(ATTACH SHEET IF NECESSARY TO LIST ADDITIONAL INDEX NUMBERS)**

OR:

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

**5. EXCEPTIONS TO CERTIFICATIONS OR DISCLOSURES.**

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

\_\_\_\_\_  
\_\_\_\_\_

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

# COOK COUNTY AFFIDAVIT OF CHILD SUPPORT OBLIGATIONS

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

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

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

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

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

### Privilege Information:

County Privilege: \_\_\_\_\_

County Department: \_\_\_\_\_

### Applicant Information:

Last name: \_\_\_\_\_ First Name: \_\_\_\_\_ MI: \_\_\_\_\_

SS# (Last Four Digits): \_\_\_\_\_

Street Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Home Phone: (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_ Drivers License No: \_\_\_\_\_

### Child Support Obligation Information:

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

- \_\_\_\_\_ A. The Applicant has no judicially or administratively ordered child support obligations.
- \_\_\_\_\_ B. The Applicant has an outstanding judicially or administratively ordered obligation, but is paying in accordance with the terms of the order.
- \_\_\_\_\_ C. The Applicant is delinquent in paying judicially or administratively ordered child support obligations
- \_\_\_\_\_ D. The Applicant is not a substantial owner as defined above.

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

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

X \_\_\_\_\_  
Notary Public Signature

\_\_\_\_\_  
Notary Seal

# COOK COUNTY DISCLOSURE OF OWNERSHIP INTEREST STATEMENT

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

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

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

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

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

This Disclosure of Ownership Interest Statement must be submitted by :

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

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

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

This Statement is an:  Original Statement or  Amended Statement

### Identifying Information:

Name Taleo Corporation D/B/A: \_\_\_\_\_ EIN NO.: 52-2190418

Street Address: 4140 Dublin Blvd., Suite 400

City: Dublin State: California Zip Code: 94568

Phone No.: 925.452.3000

### Form of Legal Entity:

Sole Proprietor  Partnership  Corporation  Trustee of Land Trust

Business Trust  Estate  Association  Joint Venture

Other (describe) \_\_\_\_\_

**Ownership Interest Declaration:**

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

Name	Address	Percentage Interest in Applicant/Holder
FMR LLC,	82 Devonshire Street, Boston, MA 02109	10.3%
Fred Alger Management,	111 Fifth Avenue, New York, NY 10003	7.4%
T. Rowe Price Associates, Inc.,	100 E. Pratt Street, Baltimore, MD 21202	9.6%

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

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

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

Name	Address	Percentage of Beneficial Interest	Relationship

**Declaration (check the applicable box):**

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

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

Neil Hudspith  
 Signature

nhudspith@talco.com  
 E-mail address

EVP Worldwide Field Operations  
 Title

December 1, 2009  
 Date

925-452-3000  
 Phone Number

Subscribed to and sworn before me  
 this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

My commission expires:

X \_\_\_\_\_  
 Notary Public Signature

\_\_\_\_\_  
 Notary Seal

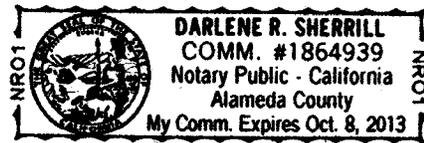
State of California )  
County of Alameda )

**CALIFORNIA JURAT**

Subscribed and sworn to (or affirmed) before me on this 1st day  
of December, 20 09, by Neil Hudspeth

proved to me on the basis of satisfactory evidence to be the person(s)  
who appeared before me.

Signature Darlene R Sherrill



Seal

**OPTIONAL INFORMATION**

*Although the information in this section is not required by law, it could prevent fraudulent removal and reattachment of this jurat to an unauthorized document and may prove useful to persons relying on the attached document.*

**Description of Attached Document**

This certificate is attached to a document titled/for the purpose of

Economic Disclosure statement

containing 32 pages, and dated 12/1/09.

**Additional Information**

**Method of Affiant Identification**

Proved to me on the basis of satisfactory evidence:  
 form(s) of identification     credible witness(es)

Notarial event is detailed in notary journal on:

Page # 27    Entry # 7

Notary contact: Darlene Sherrill

**Other**

Affiant(s) Thumbprint(s)     Describe: \_\_\_\_\_

**BUREAU OF HUMAN RESOURCES continued**

**AGREEMENTS continued**

**ITEM #57**

**APPROVED**

Transmitting a Communication, dated September 23, 2009 from

JOSEPH SOVA, Chief, Bureau of Human Resources

requesting authorization for the Purchasing Agent to negotiate and enter into a Joint Purchasing Agreement for a professional services contract on behalf of Cook County with Taleo Corporation ("Taleo"), Alameda, California, to provide an automated recruiting, hiring, and onboarding system that can be used countywide including the Health System, separately elected officials and the Cook County Forest Preserve District.

Taleo offers a nationally recognized automated recruiting, hiring and onboarding system to both private and public organizations, including numerous healthcare organizations and hospital systems. Taleo is currently engaged by the City of Chicago to provide hosting and maintenance support services so that the City of Chicago ("City") has an automated recruiting, hiring and onboarding system. On September 30, 1996, the City engaged the services of Taleo to perform various Project Definition Services and as a result made certain analyses and recommendations to the City concerning the use of Taleo's software services for the purpose of improving the City's hiring processes. After considering Taleo's recommendations, on February 20, 2007, the City amended its original agreement to provide for the implementation of Taleo's software services and to have Taleo provide hosting, and maintenance support services so that the City would have an automated recruiting, hiring and onboarding system.

Due to Taleo's familiarity and experience with providing automated hiring in both private and public organizations as well as healthcare institutions and its successful relationship in implementing the City's automated hiring system, the Bureau of Human Resources hereby requests that the Purchasing Agent and the Bureau of Human Resources be authorized to negotiate project definition services, implementation services, system licenses, and the appropriate schedules of compensation to engage Taleo in the provision and implementation of Taleo Software services as well as the hosting, maintenance and support services to provide for the automated recruiting, hiring and onboarding system for Cook County.

Estimated Fiscal Impact: \$2,000,000.00. Contract Period: October 15, 2009 through October 14, 2013. (715/032-579 Account). Requisition No. 90320021.

Previous approval of this item was included in the Capital Equipment Program approved by the Cook County Board of Commissioners on June 2, 2009.

**TRANSFER OF FUNDS**

**ITEM #58**

**APPROVED**

Transmitting a Communication from

JOSEPH SOVA, Chief, Bureau of Human Resources

requesting approval by the Board of Commissioners to transfer funds totaling \$16,000.00 from and to the accounts listed below.

Reason: Transportation and Other Travel Expenses for Employees - There will be an increase in outside travel for the Bureau's employees to attend union negotiations, labor issues and grievance hearings.

Medical Consultation Services - Price increases and an increase in usage of medical laboratory services has occurred.

Medical, Dental, and Laboratory and Supplies - Price increases of drug testing metabolites and medical supplies was not anticipated.

**SIGNATURE BY A CORPORATION  
(SECTION 8)**

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

BUSINESS NAME: Taleo Corporation

BUSINESS ADDRESS: 4140 Dublin Blvd., Suite 400  
Dublin, CA 94568

BUSINESS TELEPHONE: 925.452.3000 FAX NUMBER: 925.452.3001

CONTACT PERSON: Josh Faddis, Group Vice President of Legal

FEIN: 52-2190418 \*IL CORPORATE FILE NUMBER: 61789014

LIST THE FOLLOWING CORPORATE OFFICERS:

PRESIDENT: Michael Gregoire VICE PRESIDENT: \_\_\_\_\_

SECRETARY: Jonathan Faddis TREASURER: \_\_\_\_\_

\*\*SIGNATURE OF PRESIDENT: Michael Gregoire

ATTEST: [Signature] (CORPORATE SECRETARY)

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

My commission expires: \_\_\_\_\_

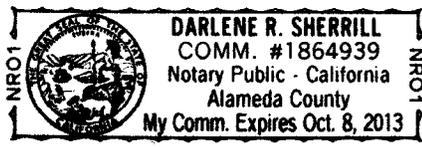
X \_\_\_\_\_  
Notary Public Signature

\_\_\_\_\_  
Notary Seal

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

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

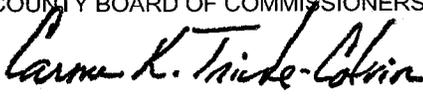
State of California, County of Alameda  
Subscribed and sworn to (or affirmed) before me  
on this 1<sup>st</sup> day of December, 2009,  
by Michael Gregoire  
proved to me on the basis of satisfactory evidence,  
to be the person(s) who appeared before me.  
Signature: Darlene R. Sherrill



COOK COUNTY SIGNATURE PAGE  
(SECTION 9)

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

  
\_\_\_\_\_  
PRESIDENT, COOK COUNTY BOARD OF COMMISSIONERS

  
\_\_\_\_\_  
COOK COUNTY PURCHASING AGENT

  
\_\_\_\_\_  
COOK COUNTY COMPTROLLER

DATED AT CHICAGO, ILLINOIS THIS 6 DAY OF October, 2009.

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

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

\_\_\_\_\_

OR

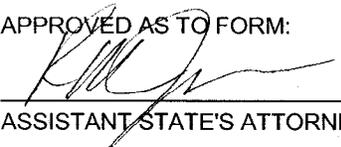
ITEM(S), SECTION(S), PART(S): \_\_\_\_\_

\_\_\_\_\_

TOTAL AMOUNT OF CONTRACT: \$ 2,000,000.00  
(DOLLARS AND CENTS)

FUND CHARGEABLE: \_\_\_\_\_

APPROVED AS TO FORM:

  
\_\_\_\_\_  
ASSISTANT STATE'S ATTORNEY

APPROVED BY BOARD OF  
COOK COUNTY COMMISSIONERS

DEC 15 2009

COM \_\_\_\_\_