

**PROFESSIONAL SERVICES AGREEMENT
INFORMATION TECHNOLOGY RISK ASESMENT**

Contract # 11-53-035

BETWEEN



COOK COUNTY GOVERNMENT
OFFICE OF COOK COUNTY TREASURER

AND

PRESIDIO Networked Solutions Inc.

PROFESSIONAL SERVICES AGREEMENT

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AGREEMENT

This Agreement is made and entered into by and between the County of Cook, a public body corporate of the State of Illinois, on behalf of Office of the Purchasing Agent hereinafter referred to as "County" and Presidio Networked Solutions Inc., doing business as a(an) Corporation of the State of Illinois, hereinafter referred to as "Consultant".

BACKGROUND

The County of Cook issued a Request for Proposals "RFP" for Information Technology Risk Assessment. Proposals were evaluated in accordance with the evaluation criteria published in the RFP. The Consultant was selected based on the proposal submitted and evaluated by the County representatives.

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

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

TERMS AND CONDITIONS

ARTICLE 1) INCORPORATION OF BACKGROUND

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

ARTICLE 2) DEFINITIONS

a) Definitions

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

"Additional Services" means those services which are within the general scope of Services of this Agreement, but beyond the description of services required under Article 3, and all services reasonably necessary to complete the Additional Services to the standards of performance

required by this Agreement. Any Additional Services requested by the Department require the approval of the Purchasing Agent in a written modification to this Agreement before Consultant is obligated to perform those Additional Services and before the County becomes obligated to pay for those Additional Services.

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

"Purchasing Agent" means the Purchasing Agent for the County of Cook and any representative duly authorized in writing to act on his behalf.

"Department" means the Cook County Using Department.

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

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

b) Interpretation

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

ii) All references in this Agreement to Articles, Sections or Exhibits, unless otherwise expressed or indicated are to the Articles, Sections or Exhibits of this Agreement.

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

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

v) Words importing the singular include the plural and vice versa. Words of the masculine gender include the correlative words of the feminine and neuter genders.

vi) All references to a number of days mean calendar days, unless expressly indicated otherwise.

c) Incorporation of Exhibits

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

| | |
|-----------|--------------------------|
| Exhibit 1 | Scope of Services |
| Exhibit 2 | Schedule of Compensation |
| Exhibit 3 | Evidence of Insurance |
| Exhibit 4 | Board Authorization |

ARTICLE 3) DUTIES AND RESPONSIBILITIES OF CONSULTANT

a) Scope of Services

This description of Services is intended to be general in nature and is neither a complete description of Consultant's Services nor a limitation on the Services that Consultant is to provide under this Agreement. Consultant must provide the Services in accordance with the standards of performance set forth in Section 3c. The Services that Consultant must provide include, but are not limited to, those described in Exhibit 1, Scope of Services and Time Limits for Performance, which is attached to this Agreement and incorporated by reference as if fully set forth here.

b) Deliverables

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

The County may reject Deliverables that do not include relevant information or data, or do not include all documents or other materials specified in this Agreement or reasonably necessary for the purpose for which the County made this Agreement or for which the County intends to use the Deliverables. If the County determines that Consultant has failed to comply with the foregoing standards, it has 30 days from the discovery to notify Consultant of its failure. If Consultant does not correct the failure, if it is possible to do so, within 30 days after receipt of notice from the County specifying the failure, then the County, by written notice, may treat the failure as a default of this Agreement under Article 9.

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

c) Standard of Performance

Consultant must perform all Services required of it under this Agreement with that degree of skill, care and diligence normally shown by a consultant performing services of a scope and purpose and magnitude comparable with the nature of the Services to be provided under this Agreement. Consultant acknowledges that it is entrusted with or has access to valuable and confidential information and records of the County and with respect to that information, Consultant agrees to be held to the standard of care of a fiduciary.

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

If Consultant fails to comply with the foregoing standards, Consultant must perform again, at its own expense, all Services required to be re-performed as a direct or indirect result of that failure. Any review, approval, acceptance or payment for any of the Services by the County does not relieve Consultant of its responsibility for the professional skill and care and technical accuracy of its Services and Deliverables. This provision in no way limits the County's rights against Consultant either under this Agreement, at law or in equity.

d) Personnel

i) Adequate Staffing

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

ii) Key Personnel

Consultant must not reassign or replace Key Personnel without the written consent of the County, which consent the County will not unreasonably withhold. "Key Personnel" means those job titles and the persons assigned to those positions in accordance with the provisions of this Section 3.d(ii). The Department may at any time in writing notify Consultant that the County will no longer accept performance of Services under this Agreement by one or more Key Personnel listed. Upon that notice Consultant must immediately suspend the services of the key

person or persons and must replace him or them in accordance with the terms of this Agreement. A list of Key Personnel is found in Exhibit 1, Scope of Services.

iii) **Salaries and Wages**

Consultant and Subcontractors must pay all salaries and wages due all employees performing Services under this Agreement unconditionally and at least once a month without deduction or rebate on any account, except only for those payroll deductions that are mandatory by law or are permitted under applicable law and regulations. If in the performance of this Agreement Consultant underpays any such salaries or wages, the Comptroller for the County may withhold, out of payments due to Consultant, an amount sufficient to pay to employees underpaid the difference between the salaries or wages required to be paid under this Agreement and the salaries or wages actually paid these employees for the total number of hours worked. The amounts withheld may be disbursed by the Comptroller for and on account of Consultant to the respective employees to whom they are due. The parties acknowledge that this Section 3.4(c) is solely for the benefit of the County and that it does not grant any third party beneficiary rights.

e) **Minority and Women's Business Enterprises Commitment**

In the performance of this Agreement, including the procurement and lease of materials or equipment, Consultant must abide by the minority and women's business enterprise commitment requirements of the Cook County Ordinance, (Article IV, Section 34-277) except to the extent waived by the Compliance Director. Consultant's completed MBE/WBE Utilization Plan evidencing its compliance with this requirement are a part of this Agreement, in Section I of the Economic Disclosure Statement, upon acceptance by the Compliance Director. Consultant must utilize minority and women's business enterprises at the greater of the amounts committed to by the Consultant for this Agreement in accordance with Section I of the Economic Disclosure Statement.

f) **Insurance**

Consultant must provide and maintain at Consultant's own expense, during the term of this Agreement and any time period following expiration if Consultant is required to return and perform any of the Services or Additional Services under this Agreement, the insurance coverages and requirements specified below, insuring all operations related to this Agreement.

i) **Insurance To Be Provided**

(1) Workers Compensation and Employers Liability

Workers Compensation Insurance, as prescribed by applicable law, covering all employees who are to provide a service under this Agreement and Employers Liability coverage with limits of not less than \$500,000 each accident or illness.

(2) Commercial General Liability (Primary and Umbrella)

Commercial General Liability Insurance or equivalent with limits of not less than \$2,000,000 per occurrence for bodily injury, personal injury and property damage liability. Coverages must include the following: All premises and operations, products/completed operations, separation of insureds, defense and contractual liability (with no limitation endorsement). Cook County is to be named as an additional insured on a primary, non-contributory basis for any liability arising directly or indirectly from the Services.

Subcontractors performing Services for Consultant must maintain limits of not less than \$1,000,000 with the same terms in this Section 3.6(a)(ii).

(3) Automobile Liability (Primary and Umbrella)

When any motor vehicles (owned, non-owned and hired) are used in connection with Services to be performed, Consultant must provide Automobile Liability Insurance with limits of not less than \$1,000,000 per occurrence limit, for bodily injury and property damage. The County is to be named as an additional insured on a primary, non-contributory basis.

(4) Professional Liability

When any professional consultants perform Services in connection with this Agreement, Professional Liability Insurance covering acts, errors or omissions must be maintained with limits of not less than \$2,000,000. Coverage must include contractual liability. When policies are renewed or replaced, the policy retroactive date must coincide with, or precede, start of Services on this Agreement. A claims-made policy which is not renewed or replaced must have an extended reporting period of 2 years.

Subcontractors performing Services for Consultant must maintain limits of not less than \$1,000,000 with the same terms in this Section 3.6(a)(iv).

(5) Valuable Papers

When any designs, drawings, specifications and documents are produced or used under this Agreement, Valuable Papers Insurance must be maintained in an amount to insure against any loss whatsoever, and must have limits sufficient to pay for the re-creation and reconstruction of such records.

ii) **Additional Requirements**

(1) Consultant must furnish the County of Cook, Cook County, Office of the Purchasing Agent, 118 N, Clark St., Room 1018, Chicago, IL 60602, original Certificates of Insurance, or such similar evidence, to be in force on the date of this Agreement, and Renewal Certificates of Insurance, or such similar evidence, if the coverages have an expiration or renewal date occurring during the term of this Agreement. Consultant must submit evidence of insurance on the County Insurance Certificate Form (copy attached as Exhibit 3) or equivalent prior to Agreement award. The receipt of any certificate does not constitute agreement by the County that the insurance requirements in this Agreement have been fully met or that the insurance policies indicated on the certificate are in compliance with all Agreement requirements. The failure of the County to obtain certificates or other insurance evidence from Consultant is not a waiver by the County of any requirements for Consultant to obtain and maintain the specified coverages. Consultant must advise all insurers of the provisions in this Agreement regarding insurance. Non-conforming insurance does not relieve Consultant of the obligation to provide insurance as specified in this Agreement. Nonfulfillment of the insurance conditions may constitute a violation of this Agreement, and the County retains the right to terminate this Agreement or to suspend this Agreement until proper evidence of insurance is provided.

(1) The insurance must provide for 60 days prior written notice to be given to the County in the event coverage is substantially changed, canceled or non-renewed. All deductibles or self-insured retentions on referenced insurance coverages must be borne by Consultant. Consultant agrees that insurers waive their rights of subrogation against the County of Cook, its employees, elected officials, agents or representatives.

(2) The coverages and limits furnished by Consultant in no way limit Consultant's liabilities and responsibilities specified within this Agreement or by law. Any insurance or self-insurance programs maintained by the County of Cook apply in excess of and do not contribute with insurance provided by Consultant under this Agreement.

(3) The required insurance is not limited by any limitations expressed in the indemnification language in this Agreement or any limitation placed on the indemnity in this Agreement given as a matter of law.

(4) Consultant must require all Subcontractors to provide the insurance required in this Agreement, or Consultant may provide the coverages for Subcontractors. All Subcontractors are subject to the same insurance requirements as Consultant unless otherwise specified in this Agreement. If Consultant or Subcontractor desires additional coverages, the party desiring the additional coverages is responsible for its acquisition and cost.

(5) The County's Risk Management Office maintains the right to modify, delete, alter or change these requirements. "**Risk Management Office**" means the Risk Management Office, which is under the direction of the Director of Risk Management and is charged with reviewing and analyzing insurance and related liability matters for the County.

g) Indemnification

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

h) Confidentiality and Ownership of Documents

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

All documents, data, studies, reports, work product or product created as a result of the performance of the Contract (the "Documents") shall be included in the Deliverables and shall be the property of the County of Cook. It shall be a breach of this Contract for the Contractor to reproduce or use any documents, data, studies, reports, work product or product obtained from the County of Cook or any Documents created hereby, whether such reproduction or use is for Contractor's own purposes or for those of any third party. During the performance of the Contract Contractor shall be responsible of any loss or damage to the 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 at all times.

i) Patents, Copyrights and Licenses

If applicable, Contractor shall furnish the Purchasing Agent with all licenses required for the County to utilize any software, including firmware or middleware, provided by Contractor as part of the Deliverables. Such licenses shall be clearly marked with a reference to the number of this County Contract. Contractor shall also furnish a copy of such licenses to the Purchasing Agent. Unless otherwise stated in these Contract documents, such licenses shall be perpetual and shall not limit the number of persons who may utilize the software on behalf of the County.

Contractor agrees to hold harmless and indemnify the County, its officers, agents, employees and

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

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

j) Examination of Records and Audits

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

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

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

To the extent this Contract pertains to Deliverables which may be reimbursable under the Medicaid or Medicare Programs, Contractor shall retain and make available upon request, for a period of four (4) years after furnishing services pursuant to this Agreement, the contract, books, documents and records which are necessary to certify the nature and extent of the costs of such services if requested by the Secretary of Health and Human Services or the Comptroller General of the United States or any of their duly authorized representatives. If Contractor carries out any of its duties under the Agreement through a subcontract with a related organization involving a

value of cost of \$10,000.00 or more over a 12 month period, Contractor will cause such subcontract to contain a clause to the effect that, until the expiration of four years after the furnishing of any service pursuant to said subcontract, the related organization will make available upon request of the Secretary of Health and Human Services or the Comptroller General of the United States or any of their duly authorized representatives, copies of said subcontract and any books, documents, records and other data of said related organization that

are necessary to certify the nature and extent of such costs. This paragraph relating to the retention and production of documents is included because of possible application of Section 1861(v)(1)(I) of the Social Security Act to this Agreement; if this Section should be found to be inapplicable, then this paragraph shall be deemed inoperative and without force and effect.

k) Subcontract 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 be granted or withheld at the sole discretion of the Purchasing Agent. 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 the names of 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 subject to the terms of this Contract. Contractor shall incorporate into all subcontracts all of the provisions of the Contract which affect such subcontract. Copies of subcontracts shall be provided to the Purchasing Agent upon request.

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

County, whether disclosure is required or make the disclosure.

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

ARTICLE 4) TERM OF PERFORMANCE

a) Term of Performance

This Agreement takes effect as of the date in the preamble ("**Effective Date**") and continues for a period of one (1) year or until this Agreement is terminated in accordance with its terms, whichever occurs first.

b) Timeliness of Performance

i) Consultant must provide the Services and Deliverables within the term and within the time limits required under this Agreement, pursuant to the provisions of Section 4.a and Exhibit 1. Further, Consultant acknowledges that TIME IS OF THE ESSENCE and that the failure of Consultant to comply with the time limits described in this Section 4.2 may result in economic or other losses to the County.

ii) Neither Consultant nor Consultant's agents, employees or Subcontractors are entitled to any damages from the County, nor is any party entitled to be reimbursed by the County, for damages, charges or other losses or expenses incurred by Consultant by reason of delays or hindrances in the performance of the Services, whether or not caused by the County.

ARTICLE 5) COMPENSATION

a) Basis of Payment

The County will pay Consultant according to the Schedule of Compensation in the attached Exhibit 2 for the successful completion of services.

b) Method of Payment

All invoices submitted by the Contractor shall be in accordance with the cost provisions according to the Schedule of Compensation in the attached Exhibit 2. The invoices shall contain a detailed description of the Deliverables for which payment is requested. All invoices shall reflect the amounts invoiced by and the amounts paid to the Contractor as of the date of the invoice, and shall be submitted together with a properly completed County Voucher form (29A). Invoices for new charges shall not include "past due" amounts, if any, which amounts must be set forth on a separate invoice. No payments shall be made with respect to invoices which do not include the County Voucher form or which otherwise fail to comply with the requirements of this paragraph. Contractor shall not be entitled to invoice the County for any late fees or other penalties.

c) Funding

The source of funds for payments under this Agreement is identified in Exhibit 2, Schedule of Compensation. Payments under this Agreement must not exceed the dollar amount shown in Exhibit 2 without a written amendment in accordance with Section 10.c.

d) Non-Appropriation

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

e) Taxes

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

f) Price Reduction

If at any time after the contract award, Contractor makes a general price reduction in the

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

g) 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.

ARTICLE 6) DISPUTES

Any dispute arising under the Contract between the County and Contractor shall 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 five days of such request. The Purchasing Agent will reduce her decision to writing and mail or otherwise furnish a copy thereof to the Contractor. The decision of the Purchasing Agent will be final and binding. Dispute resolution as provided herein shall be a condition precedent to any other action at law or in equity. However, unless a notice is issued by the 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, Contractor shall continue to discharge all its obligations, duties and responsibilities set forth in the Contract during any dispute resolution proceeding unless otherwise agreed to by the County in writing.

ARTICLE 7) COMPLIANCE WITH ALL 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.

ARTICLE 8) SPECIAL CONDITIONS

a) Warranties and Representations

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

- i) warrants that Consultant is appropriately licensed under Illinois law to perform the Services required under this Agreement and will perform no Services for which a professional license is required by law and for which Consultant is not appropriately licensed;
- ii) warrants it is financially solvent; it and each of its employees, agents and Subcontractors of any tier are competent to perform the Services required under this Agreement; and Consultant is legally authorized to execute and perform or cause to be performed this Agreement under the terms and conditions stated in this Agreement;
- iii) warrants that it will not knowingly use the services of any ineligible consultant or Subcontractor for any purpose in the performance of its Services under this Agreement;
- iv) warrants that Consultant and its Subcontractors are not in default at the time this Agreement is signed, and have not been considered by the Purchasing Agent to have, within 5 years immediately preceding the date of this Agreement, been found to be in default on any contract awarded by the County ;
- v) represents that it has carefully examined and analyzed the provisions and requirements of this Agreement; it understands the nature of the Services required; from its own analysis it has satisfied itself as to the nature of all things needed for the performance of this Agreement; this Agreement is feasible of performance in accordance with all of its provisions and requirements, and Consultant warrants it can and will perform, or cause to be performed, the Services in strict accordance with the provisions and requirements of this Agreement;
- vi) represents that Consultant and, to the best of its knowledge, its Subcontractors are not in violation of the provisions of the Illinois Criminal Code, 720 ILCS 5/33E as amended, and the Illinois Municipal Code, 65 ILCS 5/11-42.1-1; and
- vii) acknowledges that any certification, affidavit or acknowledgment made under oath in connection with this Agreement is made under penalty of perjury and, if false, is also cause for termination under Sections 9.1 and 9.3.

b) **Ethics**

i) In addition to the foregoing warranties and representations, Consultant warrants:

(1) no officer, agent or employee of the County is employed by Consultant or has a financial interest directly or indirectly in this Agreement or the compensation to be paid under this Agreement except as may be permitted in writing by the Board of Ethics.

(2) no payment, gratuity or offer of employment will be made in connection with this Agreement by or on behalf of any Subcontractors to the prime Consultant or higher tier Subcontractors or anyone associated with them, as an inducement for the award of a subcontract or order.

c) **Joint and Several Liability**

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

d) **Business Documents**

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

e) **Conflicts of Interest**

i) No member of the governing body of the County or other unit of government and no other officer, employee or agent of the County or other unit of government who exercises any functions or responsibilities in connection with the Services to which this Agreement pertains is permitted to have any personal interest, direct or indirect, in this Agreement. No member of or delegate to the Congress of the United States or the Illinois General Assembly and no Commissioner of the Cook County Board or County employee is allowed to be admitted to any share or part of this Agreement or to any financial benefit to arise from it.

ii) Consultant covenants that it, and to the best of its knowledge, its Subcontractors if any (collectively, "**Consulting Parties**"), presently have no direct or indirect interest and will not acquire any interest, direct or indirect, in any project or contract that would conflict in any manner or degree with the performance of its Services under this Agreement.

iii) Upon the request of the County, Consultant must disclose to the County its past client list and the names of any clients with whom it has an ongoing relationship. Consultant is not permitted to perform any Services for the County on applications or other documents submitted

to the County by any of Consultant's past or present clients. If Consultant becomes aware of a conflict, it must immediately stop work on the assignment causing the conflict and notify the County.

iv) Without limiting the foregoing, if the Consulting Parties assist the County in determining the advisability or feasibility of a project or in recommending, researching, preparing, drafting or issuing a request for proposals or bid specifications for a project, the Consulting Parties must not participate, directly or indirectly, as a prime, subcontractor or joint venturer in that project or in the preparation of a proposal or bid for that project during the term of this Agreement or afterwards. The Consulting Parties may, however, assist the County in reviewing the proposals or bids for the project if none of the Consulting Parties have a relationship with the persons or entities that submitted the proposals or bids for that project.

v) The Consultant further covenants that, in the performance of this Agreement, no person having any conflicting interest will be assigned to perform any Services or have access to any confidential information, as defined in Section 3.11 of this Agreement. If the County, by the Purchasing Agent in his reasonable judgment, determines that any of Consultant's Services for others conflict with the Services Consultant is to render for the County under this Agreement, Consultant must terminate such other services immediately upon request of the County.

vi) Furthermore, if any federal funds are to be used to compensate or reimburse Consultant under this Agreement, Consultant represents that it is and will remain in compliance with federal restrictions on lobbying set forth in Section 319 of the Department of the Interior and Related Agencies Appropriations Act for Fiscal year 1990, 31 U.S.C. § 1352, and related rules and regulations set forth at 54 Fed. Reg. 52,309 ff. (1989), as amended. If federal funds are to be used, Consultant must execute a Certification Regarding Lobbying, which will be attached as an exhibit and incorporated by reference as if fully set forth here.

f) Non-Liability of Public Officials

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

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

a) Events of Default Defined

The following constitute events of default:

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

b) Remedies

The occurrence of any event of default permits the County, at the County's sole option, to declare Consultant in default. The Purchasing Agent may in his sole discretion give Consultant an opportunity to cure the default within a certain period of time, which period of time must not exceed 30 days, unless extended by the Purchasing Agent. Whether to declare Consultant in default is within the sole discretion of the Purchasing Agent and neither that decision nor the

factual basis for it is subject to review or challenge under the Disputes provision of this Agreement.

The Purchasing Agent will give Consultant written notice of the default, either in the form of a cure notice ("**Cure Notice**"), or, if no opportunity to cure will be granted, a default notice ("**Default Notice**"). If the Purchasing Agent gives a Default Notice, he will also indicate any present intent he may have to terminate this Agreement, and the decision to terminate (but not the decision not to terminate) is final and effective upon giving the notice. The Purchasing Agent may give a Default Notice if Consultant fails to effect a cure within the cure period given in a Cure Notice. When a Default Notice with intent to terminate is given as provided in this Section 9.b and Article 11, Consultant must discontinue any Services, unless otherwise directed in the notice, and deliver all materials accumulated in the performance of this Agreement, whether completed or in the process, to the County. After giving a Default Notice, the County may invoke any or all of the following remedies:

- i) The right to take over and complete the Services, or any part of them, at Consultant's expense and as agent for Consultant, either directly or through others, and bill Consultant for the cost of the Services, and Consultant must pay the difference between the total amount of this bill and the amount the County would have paid Consultant under the terms and conditions of this Agreement for the Services that were assumed by the County as agent for the Consultant under this Section 9.2;
- ii) The right to terminate this Agreement as to any or all of the Services yet to be performed effective at a time specified by the County;
- iii) The right of specific performance, an injunction or any other appropriate equitable remedy;
- iv) The right to money damages;
- v) The right to withhold all or any part of Consultant's compensation under this Agreement;
- vi) The right to consider Consultant non-responsible in future contracts to be awarded by the County.

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

The remedies under the terms of this Agreement are not intended to be exclusive of any other remedies provided, but each and every such remedy is cumulative and is in addition to any other remedies, existing now or later, at law, in equity or by statute. No delay or omission to exercise

any right or power accruing upon any event of default impairs any such right or power, nor is it a waiver of any event of default nor acquiescence in it, and every such right and power may be exercised from time to time and as often as the County considers expedient.

c) Early Termination

In addition to termination under Sections 9.1 and 9.2 of this Agreement, the County may terminate this Agreement, or all or any portion of the Services to be performed under it, at any time by a notice in writing from the County to Consultant. The County will give notice to Consultant in accordance with the provisions of Article 11. The effective date of termination will be the date the notice is received by Consultant or the date stated in the notice, whichever is later. If the County elects to terminate this Agreement in full, all Services to be provided under it must cease and all materials that may have been accumulated in performing this Agreement, whether completed or in the process, must be delivered to the County effective 10 days after the date the notice is considered received as provided under Article 11 of this Agreement (if no date is given) or upon the effective date stated in the notice.

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

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

If the County's election to terminate this Agreement for default under Sections 9.1 and 9.2 is determined in a court of competent jurisdiction to have been wrongful, then in that case the termination is to be considered to be an early termination under this Section 9.3.

d) Suspension

The County may at any time request that Consultant suspend its Services, or any part of them, by giving 15 days prior written notice to Consultant or upon informal oral, or even no notice, in the event of emergency. No costs incurred after the effective date of such suspension are allowed.

Consultant must promptly resume its performance of the Services under the same terms and conditions as stated in this Agreement upon written notice by the Purchasing Agent and such equitable extension of time as may be mutually agreed upon by the Purchasing Agent and Consultant when necessary for continuation or completion of Services. Any additional costs or expenses actually incurred by Consultant as a result of recommencing the Services must be treated in accordance with the compensation provisions under Article 5 of this Agreement.

No suspension of this Agreement is permitted in the aggregate to exceed a period of 45 days within any one year of this Agreement. If the total number of days of suspension exceeds 45 days, Consultant by written notice may treat the suspension as an early termination of this Agreement under Section 9.3.

e) Right to Offset

i) In connection with performance under this Agreement:

The County may offset any excess costs incurred:

(i) if the County terminates this Agreement for default or any other reason resulting from Consultant's performance or non-performance;

(ii) if the County exercises any of its remedies under Section 9.2 of this Agreement; or

(iii) if the County has any credits due or has made any overpayments under this Agreement.

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

f.) Delays

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.

g.) Prepaid Fees

In the event this Contract is terminated by either party, for cause or otherwise, and the County has prepaid for any Deliverables, Contractor shall refund to the County, on a prorated basis to the

effective date of termination, all amounts prepaid for Deliverables not actually provided as of the effective date of the termination. The refund shall be made within fourteen (14) days of the effective date of termination.

ARTICLE 10) GENERAL CONDITIONS

a) Entire Agreement

i) General

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

ii) No Collateral Agreements

Consultant acknowledges that, except only for those representations, statements or promises expressly contained in this Agreement and any exhibits attached to it and incorporated by reference in it, no representation, statement or promise, oral or in writing, of any kind whatsoever, by the County, its officials, agents or employees, has induced Consultant to enter into this Agreement or has been relied upon by Consultant, including any with reference to: (i) the meaning, correctness, suitability or completeness of any provisions or requirements of this Agreement; (ii) the nature of the Services to be performed; (iii) the nature, quantity, quality or volume of any materials, equipment, labor and other facilities needed for the performance of this Agreement; (iv) the general conditions which may in any way affect this Agreement or its performance; (v) the compensation provisions of this Agreement; or (vi) any other matters, whether similar to or different from those referred to in (i) through (vi) immediately above, affecting or having any connection with this Agreement, its negotiation, any discussions of its performance or those employed or connected or concerned with it.

iii) No Omissions

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

b) Counterparts

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

c) 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 Purchasing Agent 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 10.c., Modifications and Amendments, no County department or employee thereof has authority to make any modification or amendment to this Contract.

d) Governing Law and Jurisdiction

This Contract shall be governed by and construed under the laws of the State of Illinois. The 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, 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.

e) Severability

If any provision of this Agreement is held or considered to be or is in fact invalid, illegal, inoperative or unenforceable as applied in any particular case in any jurisdiction or in all cases because it conflicts with any other provision or provisions of this Agreement or of any constitution, statute, ordinance, rule of law or public policy, or for any other reason, those circumstances do not have the effect of rendering the provision in question invalid, illegal, inoperative or unenforceable in any other case or circumstances, or of rendering any other provision or provisions in this Agreement invalid, illegal, inoperative or unenforceable to any

extent whatsoever. The invalidity, illegality, inoperativeness or unenforceability of any one or more phrases, sentences, clauses or sections in this Agreement does not affect the remaining portions of this Agreement or any part of it.

f) Assigns

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

g) Cooperation

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

h) Waiver

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

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

i) Independent Contractor

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

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

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

j) Governmental Joint Purchasing Agreement

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

ARTICLE 11) NOTICES

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

If to the County: Office of Cook County Treasurer
118 N. Clark Street
Chicago, Illinois 60602
Attention: Department Director

and

COOK COUNTY PURCHASING AGENT
118 North Clark Street, Room 1018
Chicago, Illinois 60602
(Include County Contract Number on all notices)

If to Consultant: Presidio Networked Solutions Inc.
7601 Ora Glen Dr Ste 106
Greenbelt MD 20770
Attention: Contracts

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

ARTICLE 12) AUTHORITYY

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

Jackie Arnett
Executive Director
Presidio NetworkKey Solutions Inc

EXHIBIT 1

Scope of Services

2. Proposed Plan of Action/Program Plan

RFP Text:

7.2.3 Proposed Plan of Action/Program Plan. Provide a detailed proposed plan of action indicating how all requirements will be met and the methodology proposed for conducting the assessment, developing recommendations and the implementation plan to successfully meet the goals of the County. In addition, the proposed plan of action shall include staff & schedule, process, & client input/approval.

Response:

Purpose

The overall purpose of this engagement is to perform a risk assessment of the Cook County Treasurer's Office IT environment to improve its functions, identify security risks, and develop a continuing security plan. Presidio's risk assessment methodology utilizes a risk-based approach, and identifies both the strengths and opportunities for improvement.

Assets to be Evaluated:

The Cook County Treasurer's Office current infrastructure environment consists of the following:

Internal Servers

- | | |
|---------------------------------|-----------------------------|
| • Firewalls and Routers | Managed at the County Level |
| • Switches and Internal Network | Managed at the County Level |
| • Subnets | 5 |
| • Print Servers | 1 |
| • Backup Servers | 4 |
| • Application Servers | 17 |
| • Domain Controllers | 2 |
| • Edge Transfer | 1 |
| • File Servers | 3 |
| • Mail Hub Transfer | 2 |
| • Exchange Servers | 2 |
| • SQL Reporting Servers | 5 |
| • SQL Servers | 12 |
| • SQL Sharepoint Server | 2 |

- Web Servers 10
- Virtual Host Servers 9
- Client Computers 150
- Smartphones 10
- iPad/Tablets 3
 - Data repository is an HP SAN
 - Secured data center on 7th floor of building
 - Production Servers are clustered together
 - Production Web Servers are load balanced

External Servers

- Firewall and Routers Managed at Hosting site
- Switches and Internal Network Managed at Hosting site
- Subnets 6
- Domain Controllers 2
- SQL Servers 3
- Web Servers 6
 - Data repository is an HP NAS
 - Secured data center
 - Production servers are clustered together
 - Production servers are load balanced

Scope of Services:

Presidio will evaluate the Cook County Treasurer's Office IT Department's organization, services, and processes. Presidio's risk assessment will conform to the IT Governance Institute methodology and the scope will validate the assets to be evaluated.

Presidio will provide an analysis of risk areas and use it as a basis to build a continuing security plan. Presidio's risk assessment will consist of the following seven phases:

- **Phase 1** - Obtain an understanding of the IT environment, initiatives, key data information flows, and infrastructure, etc.
- **Phase 2** - Analyze and evaluate the quality of processes, routines, and controls of all identified IT areas.
- **Phase 3** - Identify and describe high-risk areas.

- **Phase 4** - Identify and describe mitigating controls for the defined high-risk areas and compare the existing control structure with IT industry's best practices.
- **Phase 5** - Evaluate each risk area and define overall risk level for the Cook County Treasurer's Office.
- **Phase 6** - Identify opportunities for improvement, and develop practical and cost effective recommendations for each opportunity identified.
- **Phase 7** - Identify and describe the scope of future IT security projects that will address the high-risk areas or otherwise be relevant.
- **Phase 8** – Provide deliverables for Phases 1-7.

Phase 1 - Obtain an understanding of the IT environment, initiatives, key data information flows, and infrastructure, etc.

Presidio will evaluate the existing Cook County Treasurer's Office IT environment, initiatives, key data information flows, and infrastructure.

Tasks:

- Review business initiatives.
- Review existing IT projects.
- Review key data flows.
- Perform documentation discovery.
- Schedule discovery interviews with Cook County Treasurer's Office employees.
- Document Phase 1 finding and present to Cook County Treasurer's Office.

Presidio Tasks:

- Assign project manager.
- Assign security consultant.
- Gather data for IT environment.
- Gather data for key data information flow.
- Document infrastructure.

Cook County Treasurer's Office Tasks:

- Assign team members.
- Identify key initiatives.
- Identify key data flows.
- Identify key infrastructure.
- Participate in discovery process of IT environment.

Deliverables:

- Presidio will obtain an understanding of the Cook County Treasurer's Office IT environment, initiatives, key data information flows, and infrastructure, and document our findings in Phase 8 (Deliverables section).

Phase 2 - Analyze and evaluate the quality of processes, routines, and controls of all identified IT areas.

Presidio will analyze and evaluate the quality of processes, routines, and controls of all identified IT areas, including:

- Organization and management of IT operations.
- Local area network infrastructure.
- Application development and maintenance.
- Computer operations and disaster recovery.
- IT applications, network and infrastructure security.

Tasks:

- Phase 2.1 - Policy and Procedure Assessment
- Phase 2.2 - External Assessment
- Phase 2.3 - Internal Assessment
- Phase 2.4 - Web Application Assessment
- Phase 2.5 - Penetration Testing
- Phase 2.6 - Infrastructure Security Assessment
- Phase 2.7 - Social Engineering Assessment

Presidio Tasks:

- Assign project manager.
- Assign security consultant.
- Perform Phases 2.1 to 2.7.

Cook County Treasurer's Office Tasks:

- Assign team members.
- Provide policies and procedures.
- Provide network documentation.
- Provide system documentation.
- Identify vulnerability and penetration testing windows.

- Identify Web applications to test.
- Identify critical systems.

Deliverables:

- Presidio will analyze and evaluate the quality of Cook County Treasurer's Office processes, routines, and controls, and document in Phase 8 (Deliverables section).

Phase 2.1 – Policy and Procedure Assessment

The basis for any security model is the corporate security policy. The security policy provides the foundation upon which operational policy is centered. The security policy must define the role that information security plays in supporting the customer's mission. Presidio evaluates the management, operational, and technical controls following NIST Special Publication 800-53 Revision 3.

Presidio will review the security policies and procedures by assessing the following:

- **Management Controls** – Controls that focus on the management of the IT security systems and the management of the risk for the system, including:
 - Security Assessment and Authorization
 - Planning
 - Risk Assessment
 - System and Services Acquisition
 - Program Management
- **Operation Controls** – Controls that focus on mechanisms implemented and executed by people, including:
 - Awareness and Training
 - Configuration Management
 - Contingency Planning
 - Incident Response
 - Maintenance
 - Media Protection
 - Physical and Environmental Protection
 - Physical Security
 - System and Information Integrity

- **Technical Controls** – Controls that provide automated protection for unauthorized access or misuses, including:
 - Access Control
 - Audit and Accountability
 - Identification and Authorization
 - System and Communication Protection

Presidio will require Cook County Treasurer's Office to identify key personnel we should interview for the policy assessment of the management, operation, and technical controls.

Phase 2.2 – External Vulnerability Assessment

The purpose of the External Vulnerability Assessment is to determine the external security posture and potential risks to Cook County Treasurer's Office. This assessment takes the perspective of an external attacker that has no specific knowledge (Black Box) of the Cook County Treasurer's Office network. The assessment deliverable will identify and describe existing vulnerabilities along with mitigation strategies for safeguarding assets. In addition, the deliverable will present risk ratings and address the likelihood of vulnerability exploitation.

The Presidio Security Consultant uses a variety of open source tools to perform the external vulnerability assessment. For each Cook County Treasurer's Office network range tested, Presidio will identify the active machine, the operating system, and the services that are running. Presidio will perform a vulnerability assessment on the active machines and provide an executive summary report that details the vulnerabilities and recommended remediation. We categorize our recommendations by critical, high, medium, and low vulnerability. Presidio will also provide the detailed assessment results.

Presidio's Methodology

- **Information Gathering** - Presidio will perform public searches and gather information from Cook County website, ARIN, Whois, Nslookup, Use Groups, Google Search, DNS Stuff, and job postings. Presidio uses the gathered information to identify network ranges, server operating systems and services. Presidio employs a wide assortment of tools to gather this information that include ARIN, Whois, Nslookup, DNS Stuff, and Google searches.
- **Determine Network Range** - Presidio uses the information gathered to determine the network ranges to perform the vulnerability assessment. Presidio will validate the network range with Cook County Treasurer's Office prior to starting the vulnerability assessment.
- **Identify Active Machines** - Presidio will identify all the active machines in the network ranges identified. Presidio uses an assortment of open source tools to identify the active machines that include Nmap, Ping, Traceroute, and Hping.

- **Find Open Ports and Applications** - Presidio takes the known active devices and performs tests to identify which ports and applications are open. Presidio uses Nmap and Nessus to find the open ports and applications. Presidio's port scan consists of a process that connects to TCP and UDP ports, and identifies the services and applications running on the target device.
- **OS Fingerprinting** - At this stage, Presidio now has the understanding of the IP addresses, active systems and the open ports. Presidio will use Nmap to identify the Operating Systems (OS). Presidio will perform passive and active fingerprinting to identify the OS of the devices.
 - Passive Fingerprinting is sniffing packets.
 - Active Fingerprinting is sending malformed packets to the target and getting a response that will identify it.
- **Fingerprint Services**- Presidio will determine what services are running on an active machine. Presidio will connect to the active machine using Telnet, Nmap, FTP, and Netcat to identify the services.
- **Map the Network** - Presidio will map the Network using Nmap, Ping, and Traceroute.

Phase 2.3 – Internal Vulnerability Assessment

The purpose of the Internal Network Vulnerability Assessment is to determine the internal security posture and potential risks to Cook County Treasurer's Office. The internal vulnerability assessment focuses on an internal attacker with a high degree of knowledge (White Box) with the intent to escalate their privileges. The Assessment deliverable will identify and describe existing vulnerabilities along with mitigation strategies that safeguard assets. In addition, the deliverable will present risk ratings and address the likelihood of vulnerability exploitation.

The Presidio Security Consultant uses a variety of open source tools to perform the internal network vulnerability assessment. For each Cook County Treasurer's Office network range tested, Presidio will identify the active machine, the operating system, and the services that are running. Presidio will perform a vulnerability assessment on the active machines and provide an executive summary report that details the vulnerabilities and the recommended remediation. We categorize our recommendations by critical, high, medium, and low vulnerability. Presidio will also provide the detailed assessment results.

Presidio's Methodology

- **Information Gathering** - Presidio will perform public searches and gather information from Cook County Treasurer's Office website, ARIN, Whois, Nslookup, Use Groups, Google Search, DNS Stuff, and job postings. We use the gathered information to identify network ranges, server operating systems, and services. Presidio employs a wide assortment of tools to gather this information that include ARIN, Whois, Nslookup, DNS Stuff, and Goggle searches.

- **Determine Network Range** - Presidio uses the information gathered to determine the network ranges to perform the vulnerability assessment. Presidio will validate the network range with Cook County Treasurer's Office prior to starting the vulnerability assessment.
- **Identify Active Machines** - Presidio will pinpoint all the active machines in the network ranges identified. Presidio uses an assortment of open source tools to identify the active machines that include Nmap, Ping, Traceroute, and Hping.
- **Find Open Ports and Applications** - Presidio takes the known active devices and performs tests to identify which ports and applications are open. Presidio uses Nmap and Nessus to find the open ports and applications. Presidio's port scan consists of a process that connects to TCP and UDP ports, and identifies the services and applications running on the target device.
- **OS Fingerprinting** - At this stage, Presidio now has the understanding of the IP addresses, active systems, and the open ports. Presidio will use Nmap to identify the Operating Systems (OS). Presidio will perform passive and active fingerprinting to identify the OS of the devices.
 - Passive Fingerprinting - sniffing packets.
 - Active Fingerprinting - send malformed packets to the target to identify it.
- **Fingerprint Services** - Presidio will determine what services are running on an active machine. Presidio will connect to the active machine using Telnet, Nmap, FTP, and Netcat to identify the services.
- **Map the Network** - Presidio will map the Network using Nmap, Ping, and Traceroute.

Phase 2.4 – Web Application Assessment

Applications are quickly becoming exposed to a variety of risks, from malicious attackers to trusted employees. To address these risks, we perform an application security assessment to provide a comprehensive security review of Web-Based and other applications. The review consists of an assessment of the technology infrastructure, which concentrates on the vulnerabilities might lead to comprise. In addition, we conduct an assessment of the application from a user perspective, and review the application controls, authentication, and authorization.

These services provide assurance that applications are securely designed, deployed, and defended against costly compromise. The goal of the Application Security Assessment is to ensure applications cannot be compromised through a variety of methods. Presidio employs a variety of automated tools and manual testing techniques to thoroughly test the application suites.

Process:

Presidio will review the customer's Authentication and Authorization models to ensure they provide comprehensive protection of the application and information used by the application. In

addition, Presidio will test to verify an authenticated user cannot perform any functions outside his given role. In the case of Web-Based Applications, Presidio will perform scans to ensure the application is not subject to any of the following attacks:

- **Cross Site Scripting (XSS)** - XSS flaws occur whenever an application takes user supplied data and sends it to a web browser without first validating or encoding that content. XSS allows attackers to execute script in the victim's browser which can hijack user sessions, deface web sites, possibly introduce worms, etc.
- **Injection Flaws** - Injection flaws, particularly SQL injection, are common in Web applications. Injection occurs when user-supplied data is sent to an interpreter as part of a command or query. The attacker's hostile data tricks the interpreter into executing unintended commands or changing data.
- **Malicious File Execution** - Code vulnerable to remote file inclusion (RFI) allows attackers to include hostile code and data, resulting in devastating attacks, such as total server compromise. Malicious file execution attacks affect PHP, XML and any framework that accepts filenames or files from users.
- **Insecure Direct Object Reference** - A direct object reference occurs when a developer exposes a reference to an internal implementation object (such as a file, directory, database record, or key) as a URL or form parameter. Attackers can manipulate those references to access other objects without authorization.
- **Cross Site Request Forgery (CSRF)** - A CSRF attack forces a logged-on victim's browser to send a pre-authenticated request to a vulnerable web application, which then forces the victim's browser to perform a hostile action to the benefit of the attacker. CSRF can be as powerful as the Web application it attacks.
- **Information Leakage and Improper Error Handling** - Applications can unintentionally leak information about their configuration, internal workings, or violate privacy through a variety of application problems. Attackers use this weakness to steal sensitive data, or conduct attacks that are more serious.
- **Broken Authentication and Session Management** - Account credentials and session tokens are often not properly protected. Attackers compromise passwords, keys, or authentication tokens to assume other users' identities.
- **Insecure Cryptographic Storage** - Web applications rarely use cryptographic functions properly to protect data and credentials. Attackers use weakly protected data to conduct identity theft and other crimes, such as credit card fraud.
- **Insecure Communications** - Applications frequently fail to encrypt network traffic when it is necessary to protect sensitive communications.
- **Failure to Restrict URL Access** - Frequently, an application only protects sensitive functionality by preventing the display of links or URLs to unauthorized users. Attackers can use this weakness to access and perform unauthorized operations by accessing those URLs directly.

Presidio uses the framework developed by the Open Web Application Security Project (OWASP) to assess and exploit applications security issues. A good source of Application Security issues, solutions, and tools is the OWASP website: http://www.owasp.org/index.php/Main_Page. This site provides the basis for the methodology that Presidio uses for assessing application security risks.

Phase 2.5 – Penetration Testing

Port scanning is the invasive probing of system ports on the transport and network level. The purpose of the security penetration testing is to determine the level of access an unauthorized user can gain to critical information, including but not limited to employee records, financial reports, and intellectual property documents.

Required Tasks:

Conduct penetration testing of vulnerable ports as an external attacker or as an internal user that gains unauthorized access. Exhibit 3 details the various activities associated with penetration testing.

Exhibit 3. Penetration Testing Activities

| Tasks | Analysis | Findings |
|--------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------|
| Conduct port scans to find vulnerabilities | Determine if an intruder will be able to scan open system ports by invasively probing them. | |
| Conduct activities to exploit known vulnerabilities | Determine the level of access an unauthorized user can gain to critical information, including but not limited to employee records, financial reports, and intellectual property documents. It allows our customers to evaluate the vulnerability of the network to long-term, malicious exploitation, known as "secondary exploitation". | |
| Conduct penetration testing of open ports trying to gain administrative level access | Determine system administrative level access, such as administrator or root that would allow an attacker to gain complete control of the system, modify access permission, install backdoor for returned access, and steal internal confidential information. | |

Phase 2.6 – Infrastructure Security Assessment

The security of an organization depends on the configuration of systems within the environment. A computer with a vulnerable configuration could lead to system compromise or data leakage. Presidio will review Cook County Treasurer's Office specific configurations as well as the process and procedures that are being used by the customer.

Required Tasks:

Presidio will perform a thorough review of the following list of components. This list provides an example of some of the services that are checked for vulnerabilities.

- Routers/Switches
 - Hardening guidelines
 - Banners
 - Passwords
 - Physical access
 - Role Based Access Control (RBAC)
 - Penetration test
- IPS
 - Review software versions
 - Review signature sets
 - Review network segmentation
 - Perform scanning and validate that IPS blocks scans
 - Review logging methodology
- Firewalls
 - Review of firewall configuration and firewall rules
 - Banners
 - Passwords
 - Physical access
 - Role Based Access Control (RBAC)
 - Review logging methodology

- VPN
 - Audit VPN security
 - Review VPN policy
 - Review PPTP, IPSEC, and SSL vulnerabilities
 - Authentication Mechanisms
- Desktops and Servers
 - Unprotected administrative interfaces
 - Patch management compliance
 - Anti-virus compliance
 - Access controls
 - Standard images
 - Registry settings
 - Microsoft SMB Vulnerability
 - User and service account privileges
 - Account and password policy
 - Password length
 - IIS Web Servers
 - Review directory traversal attacks
 - HTML Sifting
 - Review is security meets the standards and best practices set for high-profile Internet banking sites.
 - SQL Servers
 - Review stored procedures
 - SQL injection attacks
 - Review misconfigurations
 - WWW, email, and DNS
 - File systems access control
 - User Access controls
 - Banners
 - Passwords

- Firewall
- Access policy
- Data Loss Prevention
 - Email
 - Review strategy for checking sensitive information contents
 - Encryption
 - USB
- Mobile Device Management
 - IOS devices (e.g., iPad, iPhone), Android, and Blackberry
 - Encryption
 - Password compliance
 - Application distribution
 - Remote wipe/local wipe capability

Reference material for known security holes and hardening recommendations includes:

- Cisco Secure Architecture For Enterprise (SAFE)
- Carnegie Mellon Computer Emergency Response Team (CERT)
- SysAdmin, Audit, Network, Security (SANS)
- National Institute of Standards and Technology (NIST)
- National Security Agency (NSA)

Phase 2.7 – Social Engineering Assessment

Presidio recognizes the greatest threat to a corporate infrastructure comes from within the organization itself. Both physical and electronic information security is often compared to M&M candy — hard on the outside while soft and chewy on the inside. Organizations typically protect their environment with physical controls such as a security guard in a building lobby, card access systems, a receptionist, locked doors & cabinets, and so forth. The assumption is that access is controlled and granted to those with a legitimate need have physical access to the facility.

These controls can be circumvented, and access to the “soft & chewy” areas of the facility obtained via “Social Engineering”.

Required Tasks:

All of the technical mechanisms in the world are useless if the end users do not use them properly. Complex password requirements and short expiration dates cause users to write their

passwords on sticky notes left under their keyboards or stuck on their monitors. Lack of proper end-user training prevents users from knowing when they should give out secure information, like their password, or from knowing how to recognize a suspicious person. An attacker will frequently take advantage of an end user's lack of knowledge (security awareness) of proper security procedures, along with the innate desire of most people to be helpful in order to gain illicit access to protected resources.

Social engineering techniques to be used include the following:

- **Impersonation Attack:** The Zero Knowledge attacker will use publicly available information to impersonate a trusted individual such as a new hire, repairman, vendor, IT support, a manager, trusted third party or a fellow employee to obtain physical access to the designated facility.
- **Dumpster Diving:** Objectives include obtaining information that can be further exploited including company phone books, organizational charts, memos, company policy manuals, calendars of meetings, events and vacations, printouts of sensitive data or login names and passwords, disks and tapes, company letterhead and memo forms.
- **Physical Eavesdropping:** Objectives include observation, video and audio recording, conversation transcription, accessing unlocked offices or cabinets, and copying confidential information.
- **Electronic Eavesdropping:** Physically attaching a laptop to the Cook County Treasurer's Office network and running a password collector tool. These passwords will be used in an attempt to gain access to client information, employee salaries, sales or marketing data, and other confidential material. Attackers can access a backchannel remote network by connecting a wireless access point or configuring a compromised device to provide unauthorized remote access to the network.

Because this activity is illegal without the explicit permission of Cook County Treasurer's Office, a corporate IT contact will be made aware of the approximate schedule of the Zero Knowledge attacker, and the attacker will have a signed letter from the Cook County Treasurer's Office Vice President of Information Systems or equivalent acknowledging the legitimacy of the actions.

Phase 3 – Identify and describe high-risk areas.

Presidio will identify and describe the high-risk areas for Cook County Treasurer’s Office and include the results as a deliverable in Phase 8.

Presidio Tasks:

- Assign project manager.
- Assign security consultant.
- Identify and describe high-risk areas.

Cook County Treasurer’s Office Tasks:

- Assign team members.
- Provide policies and procedures.
- Review high risk areas.

Deliverables:

- Presidio will analyze and evaluate the high-risk areas and document in Phase 8 (Deliverables section).

Phase 4 – Identify and describe mitigating controls for the defined high-risk areas, and compare the existing control structure with IT industry best practices.

Presidio will identify and describe the existing mitigating controls for the high-risk areas discovered in Phase 3. Presidio will compare the mitigation controls to IT industry best practices. Presidio will identify and describe the mitigating controls for the high-risk areas identified, and include the results as a deliverable in Phase 8.

Presidio Tasks:

- Assign project manager.
- Assign security consultant.
- Identify and describe existing mitigating controls.

Cook County Treasurer’s Office Tasks:

- Assign team members.
- Review mitigating controls.

Deliverables:

- Presidio will identify and document existing mitigating controls and document in Phase 8 (Deliverables section).

Phase 5 – Evaluate each risk area and define overall risk level for the Cook County Treasurer’s Office.

Presidio will review the existing risk areas and the mitigating controls and provide an overall risk level. Presidio will also provide recommended mitigation controls if the existing control doesn’t provide adequate protection. Presidio will evaluate each risk area, define the overall risk level, and include the results as a deliverable in Phase 8.

Presidio Tasks:

- Assign project manager.
- Assign security consultant.
- Identify and describe overall risk level.

Cook County Treasurer’s Office Tasks:

- Assign team members.
- Review overall risk areas.

Deliverables:

- Presidio will analyze and evaluate the risk areas and document in Phase 8 (Deliverables section).

Phase 6 – Identify opportunities for improvement, and develop practical and cost-effective recommendations for each opportunity identified.

Presidio will review the high-risk areas and identify opportunities to reduce the risk exposure. Presidio will provide recommendations to mitigate all the high-risk areas with cost-effective solutions to help keep costs down. Presidio will document the opportunities for improvement with cost-effective solutions and include the results as a deliverable in Phase 8.

Presidio Tasks:

- Assign project manager.
- Assign security consultant.
- Identify opportunities for improvement.
- Identify cost-effective recommendations.

Cook County Treasurer's Office Tasks:

- Assign team members.
- Provide policies and procedures.
- Review high-risk areas.

Deliverables:

- Presidio will identify opportunities for improvement, provide cost-effective solutions, and document in Phase 8 (Deliverables section).

Phase 7 – Identify and describe the scope of future IT security projects that will address the high-risk areas or otherwise be relevant.

Presidio will review the final high-risk areas and the recommended remediation strategy to reduce the overall risks for the high-risk area. Presidio will work with Cook County Treasurer’s Office to prioritize the high-risk areas needed to scope the future IT security projects. Presidio will provide recommendations for improvements to include implementation plans and cost estimates. Presidio will identify and describe the scope of future IT security projects and include the results in Phase 8.

Presidio Tasks:

- Assign project manager.
- Assign security consultant.
- Identify and describe scope of future IT security projects that address high-risk areas.

Cook County Treasurer’s Office Tasks:

- Assign team members.
- Review scope of future IT projects that address high-risk areas.

Deliverables:

- Presidio will identify and describe the scope of future IT security projects that address high-risk areas and document in Phase 8 (Deliverables section).

Phase 8 – Deliverables

Presidio will provide the Cook County Treasurer's Office a documented report and a prioritized list of risks, which identify vulnerabilities, their impact, the assets affected, and a recommendation to mitigate the risk. The Phase 8 deliverable is a combination of all data from Phases 1 to 7.

Presidio's final deliverable report to Cook County Treasurer's Office will consist of the following:

1. **Executive Summary** - The Executive Summary Report summarizes the scope, approach, findings, and recommendations, in a manner suitable for senior management. This report can be structured to accommodate Cook County Treasurer's Office requirements, but typically includes the follow sections:

- Introduction
- Risk Score
- Summary of Findings
- Summary of Recommendations
- Future Considerations

Detailed Technical Report - Presidio develops the Detailed Technical Report for the use of Cook County Treasurer's Office security and technical staff. It presents detailed, technical vulnerability findings and recommendations. The report typically includes the following sections:

- Summary of assessed networks and systems
- Detailed description of vulnerabilities
- The potential impact of vulnerabilities
- Risk score (high, medium, low)
- Remediation recommendations
- Other organizations and technical recommendations
- Future considerations

2. Introduction – scope and methodology used
3. Findings and recommendations
4. Analysis work notes
5. The Detailed Technical Report is concise, comprehensive, and free from false positives and false negatives. Deliverable will be in PDF format and will be delivered encrypted. Presidio will provide a presentation of findings.

6. Description of methodology
7. Statement of compliance
8. Overall assessment of IT environment – should include at a minimum:
 - External and internal network penetration testing
 - Vulnerability assessment
 - Active host identification
 - Vulnerability scanning
 - Brute Force Password Cracking Attacks
 - Buffer Overflows
 - Cache Poisoning
 - Spoofing
 - Packet Sniffing
 - File Grabbing
 - Session Hijacking
 - Race Condition
 - Trojan Horse
 - Backdoor
 - Denial of Service
 - Vulnerability validation
 - Microsoft SMB vulnerability
 - SMB/CIFS misconfiguration
 - Unprotected administration interfaces
 - SQL injection attacks
 - Improper coding in custom Web applications
 - HTML sifting
 - Review of patch management
 - Account and password policies
 - Password strength
 - User and service account privileges
 - Registry settings (for Windows servers)
 - File system access controls

- Misconfigurations in common used services like WWW, mail, and DNS
 - SQL server best practice for server configuration
 - Review configuration for stored procedures
 - IIS Web Server best practices for security configuration
 - Review of protection against directory transversal attack
 - Review of websites to determine if current security meets the standards and best practices set for high profile banking sites
 - Audit of routers/firewalls and network switches to access vulnerabilities
 - Router and switch penetration
 - Audit VPN Security
 - Perimeter security including review of firewall rules
 - Application security and vulnerability
 - Protect and educate users on social engineering
9. Risk assessment – identify strengths and opportunities for improvements.
10. Recommendations for improvements to include implementation plans and cost estimates.
11. Recommendations and descriptions of a continuing audit plan.
12. Meet with IT management team to discuss project scope. Projects will take place weekly or as deemed necessary to discuss progress. Presidio will develop a recommendation for review, revision, and then prepare final report.
13. The Cook County Treasurer’s Office has the right to review, accept, and/or reject proposed substitutes.
14. Presidio may not provide any equipment, software, or management services to the Treasurer’s Office recommended as a result of the risk assessment.

Presidio Tasks:

- Assign project manager.
- Assign security consultant.
- Provide deliverables numbered 1 to 14.

Cook County Treasurer’s Office Tasks:

- Assign team members.
- Review and accept deliverables numbered 1 to 14.

Deliverables:

- Presidio will provide the final deliverables numbered 1 to 14 to Cook County Treasurer’s Office.

IT Risk Assessment Schedule

Presidio anticipates the IT Risk Assessment will take approximately 9 weeks to conduct. Exhibit 4 provides a timeline for the various phases of the IT Risk Assessment project. A final schedule will be determined at the time of the project kick-off meeting. Presidio will make every effort to accommodate the Cook County Treasurer’s Office scheduling requirements.

Exhibit 4. IT Risk Assessment Project Timeline

| Project Phase | Duration |
|----------------------|-----------------|
| Phase 1 | 2 weeks |
| Phase 2 | 4 weeks |
| Phase 3 | 2 days |
| Phase 4 | 2.5 days |
| Phase 5 | 2.5 days |
| Phase 6 | 2.5 days |
| Phase 7 | 1 week |

Scanning Tools

Vulnerability scanners are automated tools that search the network for security vulnerabilities. Some of the commercially available systems also perform a network mapping function, identify specific host information, and recommend means for improvement.

Penetration test tools can be used to safely exploit vulnerabilities in a network, replicate the kinds of access an intruder could achieve, and allow one to see how an attacker can get control of the customer’s valuable information assets.

There are multiple public domain vulnerability scanning tools available. For example, NESSUS for scanning (www.nessus.org) and Metasploit for penetration tests (www.metasploit.com). There are also multiple commercially available penetration test tools. For example, Qualys for scanning (www.qualys.com) and Core Impact for penetration tests (www.coresecurity.com).

References:

Insecure.org (<http://sectools.org/>) has the top 100 security tools. The top 100 tools are either open source or commercially available. Presidio’s toolset uses primarily open source tools.

Presidio Scanning Tools:

Presidio will use the security assessment toolkit listed below:

- NESSUS – network vulnerability
- NMAP – identifies hosts, services and operating systems
- CAIN – password compliance assessment
- John The Ripper – password compliance assessment
- Netstumbler – wireless assessment
- MSBA – evaluate desktops for vulnerabilities
- THC-SCAN – modem war dialer
- Nikto - Web server scanner which performs comprehensive tests against web servers for multiple items, including over 3500 potentially dangerous files/CGIs, versions on over 900 servers, and version specific problems on over 250 servers.
- Wikto - Scans a host for all the entries in the Google hacking database, and does much more, including full web-based vulnerability scanning.
- WebScarab - Operates as an intercepting proxy, allows the operator to review and modify requests created by the browser before they are sent to the server, and to review and modify responses returned from the server before the browser receives them. WebScarab is able to intercept both HTTP and HTTPS communication.
- Burp Suite - Integrated platform for attacking web applications.

Privacy of Security Assessment Findings

The Executive Summary and Detailed Summary Reports should be managed with strict policies and procedures due to the sensitive nature of the raw data collected during the comprehensive security assessment and the generated findings. The customer's policies should specify which person in an organization should have access to the data. When a Presidio consulting engineer transports any sensitive vulnerability data via a portable device, data will be encrypted so a stranger cannot recover the information in the event the portable device is lost.

We will distribute the Executive Summary and Detailed Technical Reports only to the Cook County Treasurer's Office Security Sponsor for the security assessment. Presidio will control the distribution of the Executive Summary and Detailed Technical Reports and will require signature for the release of each report.

Since security assessments detail the Cook County Treasurer's Office vulnerabilities, it is important that tight controls be maintained on the security assessment Executive Summary and Detailed Technical Reports to limit any liabilities due to material being lost or stolen.

Process to Restore Due to Security Assessment

Letter of Authorization

Prior to starting any security assessment, Presidio will have Cook County Treasurer's Office sign a letter of authorization for each internal, external, remote access, wireless, or web application security assessment. The letter will provide detailed information regarding the Presidio scan tool being used, the person performing the scan, a cellular number, and approximate start and end times for the scan.

Presidio Process for Network Degradation or Outage

Presidio will obtain the Cook County Treasurer's Office contact information (name, email and phone) prior to starting the internal, external, remote access, or web application security assessments. This person will be contacted if any network degradation or outage occurs. Presidio will stop running the scan tool and work with the customer to determine why the degradation or outage occurred. We will provide Cook County Treasurer's Office with the Presidio contact information (name, email and phone) so that if the customer detects the degradation or an outage, they can contact Presidio to stop the security assessment tools. Presidio will gather all information on the security assessment so that we can determine why the network degradation or outage occurred, and what can be done to ensure that it doesn't happen again.

Process to Report Observed Incidents

Presidio will contact the Cook County Treasurer's Office contact immediately for any observed incidents of attempted intrusions while conducting the internal, external, or remote access security assessments.

Presidio will provide the following information to the Cook County Treasurer's Office:

1. The lists of the systems by IP address and summary of the attempted intrusions associated with each IP address.
2. Presidio's reports will be sorted by the vulnerability so that all systems with the same vulnerability are grouped. This will help Cook County Treasurer's Office to remediate the systems.

Security Assessment Authorization Form

Presidio provides a copy of our Security Assessment Authorization Form on the following page.

Security Assessment Authorization Form

Purpose

Presidio Networked Solutions (Presidio) requires customers to provide authorization for all comprehensive vulnerability assessment activities. The purpose of this form is for Presidio to obtain authorization to perform the security assessment.

Authorization

Presidio is authorized to perform vulnerability, application, penetration testing and social engineering activities for the services performed in the Presidio statement-of-work _____, scope section - "networks to be assessed." Presidio is not authorized to assess any other networks under this authorization agreement. _____ understands that penetration testing may be disruptive and that Presidio will do everything possible to minimize any impact _____ ("Customer") hereby authorizes employees of _____ ("Company") to conduct vulnerability penetration testing activities of the application(s) and system(s) described in the ("Customer" statement of work #)

The following restrictions shall apply to this authorization:

This authorization shall be in effect from _____ to _____

Pursuant to granting this authorization, Customer declares that:

Customer owns the systems to be tested and the undersigned has the proper authority to allow Presidio to perform vulnerability, application and penetration testing security activities. Customer has created a full backup all systems to be tested and has verified that the backup procedure will enable Customer to restore systems to their pretest state. The security assessment involves the use of network tools and techniques designed to detect security vulnerabilities, and that it is impossible to identify and eliminate all the risks involved with the use of these tools and techniques.

Customer

Signature: _____

Name: _____

Title: _____

Date: _____

EXHIBIT 2

Schedule of Compensation

1. Price Proposal

RFP Text:

7.2.11 Submit your price proposal in a separate sealed envelope. The price proposal shall be submitted in the format provided. Submit one (1) original (clearly marked as “Original) and two copies of the completed and signed Pricing Proposal (Appendix I) in a separate sealed envelope that is clearly marked with the RFP number and the label “Pricing Proposal.” The pricing proposal will include any supplemental or renewal option period pricing or schedules offered by the proposer.

Response:

Presidio’s Price Proposal complies with the above-specified requirements. We have submitted our Price Proposal, including one original (clearly marked as “Original) and two copies, in a separate sealed envelope that is clearly marked with the RFP number and the label “Pricing Proposal.”

1.1 Method and Rate of Payment

Presidio’s completed and signed Pricing Proposal (Appendix I) follows.

1. METHOD AND RATE OF PAYMENT

Solely for the purposes of evaluating the Proposal, please indicate the estimated number of hours and pricing that will be assigned for each phase identified in the table below. The total number of estimated hours for consulting services for this project is 356.

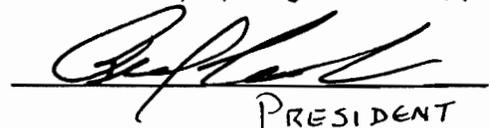
On the indicated lines, please provide your Billable Rate for each category. The Payroll Rate is defined as the actual hourly rate your company pays each employee or contractor. The Billable Rate is the rate your company charges the County for services.

1.1 Hourly Price

| Phase | Hours | Total Cost |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------|--------------------|
| Phase 1 – Obtain an understanding of the IT environment, initiatives, key data information flows, and infrastructure, etc. | 80 | \$ 18,292.32 |
| Phase 2 – Analyze and evaluate the quality of processes, routines and controls of all identified IT areas. | 160 | \$ 36,584.64 |
| Phase 3 – Identify and describe high-risk areas. | 16 | \$ 3,658.46 |
| Phase 4 – Identify and describe mitigating controls for the defined high-risk areas and compare the existing control structure with the IT industry's best practices. | 20 | \$ 4,573.08 |
| Phase 5 – Evaluate each risk area and define overall risk level for the Treasurer's Office. | 20 | \$ 4,573.08 |
| Phase 6 – Identify opportunities for improvement, and develop practical and cost effective recommendations for each opportunity identified. | 20 | \$ 4,573.08 |
| Phase 7 – Identify and describe the scope of future IT security projects that would address the high risk areas or otherwise be relevant. | 40 | \$ 9,146.16 |
| TOTAL | | \$81,400.82 |

2. Renewal Options

The County desires an option to renew the Contract that may result from this RFP. The County reserves the right to renew the Contract based on continuing need and favorable market conditions, when in the best interest of the County. As a term of proposing in this RFP, please indicate renewal offer(s).


PRESIDENT

1.2 Renewal Options

Exhibit 1 details our renewal offer to the Cook County Treasurer's Office for subsequent annual IT Risk Assessments.

Exhibit 1. Annual IT Risk Assessment Pricing

| Year | Price | Discount off of Initial Year 1 Risk Assessment |
|--------|--------------|------------------------------------------------|
| Year 1 | \$81,400.82 | |
| Year 2 | \$65,120.66* | 20% |
| Year 3 | \$61,050.62* | 25% |

**Assuming that the scope of work does not change significantly from the original RFP.*

EXHIBIT 3

Evidence of Insurance

APPENDIX II
ECONOMIC DISCLOSURE STATEMENT

**ECONOMIC DISCLOSURE STATEMENT
AND EXECUTION DOCUMENT
INDEX**

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

**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, clicking on the tab labeled "County Board Proceedings," and then clicking on the link to "Cook County Ordinances."

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

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

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

"Lobbyist" means any person or entity who lobbies.

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

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

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

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

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

Sections 6, 7, 8: 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 and go to the Ethics Department link. The Bidder must comply fully with the applicable ordinances.

MBE/WBE UTILIZATION PLAN (SECTION 1)

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

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

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

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

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

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

MBE/WBE Firm: MESA Technology, Inc.

Address: 155 N. Michigan Avenue, Suite 570 Chicago, IL 60601

E-mail: bernie@mesatech.com

Contact Person: Bernie Leung Phone: (847) 847-2380

Dollar Amount Participation: \$ _____

Percent Amount of Participation: 35 (thirty-five) %

*Letter of Intent attached? Yes X No _____

*Letter of Certification attached? Yes X No _____

MBE/WBE Firm: _____

Address: _____

E-mail: _____

Contact Person: _____ Phone: _____

Dollar Amount Participation: \$ _____

Percent Amount of Participation: _____ %

*Letter of Intent attached? Yes _____ No _____

*Letter of Certification attached? Yes _____ No _____

Attach additional sheets as needed.

***Additionally, all Letters of Intent, Letters of Certification and documentation of Good Faith Efforts omitted from this bid/proposal must be submitted to the Office of Contract Compliance so as to assure receipt by the Contract Compliance Administrator not later than five (5) business days after the reverse auction event date.**

LETTER OF INTENT (SECTION 2)

MWBE Firm MESA Technology, Inc. Contract # RFP #11-53-035P
Address: 155 N. Michigan Avenue, Suite 570 City/State/ Zip: Chicago, IL 60601
Contact Person: Bernie Leung Phone: (847) 847-2380 Fax: _____
Certification Expiration Date: 2/28/2012 Race/Gender: ASIAN Pacific Islander
Email: bernie@mesatech.com

Participation: Direct Indirect

Will the MWBE firm be subcontracting any of the performance of this contract to another firm?

No Yes - Please attach explanation Proposed Subcontractor: _____

The undersigned MWBE is prepared to provide the following Commodities/Services for the above named Project/ Contract:
Project Management services associated with the delivery of the proposed
Information Technology Risk Assessment solution

Indicate the Dollar Amount or Percentage and the Terms of Payment for the above-described Commodities/ Services:
35%, payment terms are 30 days after receipt of invoice

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

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

Bernie Leung
Signature (MWBE)

BERNIE LEUNG
Print Name

MESA Technology, Inc.
Firm Name

10/11/2011
Date

Jackie Arnett
Signature (Prime Bidder/Proposer)

Jackie Arnett
Print Name

Presidio Networked Solutions, Inc.
Firm Name

10-18-11
Date

Subscribed and sworn before me this 18th day of October, 2011

Notary Public Shant L. Arnett





CHICAGO MINORITY SUPPLIER DEVELOPMENT COUNCIL

THIS CERTIFIES THAT

MESA TECHNOLOGY, INC.

Has met the requirements for certification as a bona fide Minority Business Enterprise as defined by the National Minority Supplier Development Council, Inc. (NMSDC) and as adopted by the Chicago Minority Supplier Development Council.

****NAICS Codes: 541512, 517110, 517310, 511210, 541513**

****Description of their product/services as defined by the North American Industry Classification System (NAICS)**

2/28/2011

Issued Date

CH2447

Certificate Number

2/28/2012

Expiration Date

Steven E. Hill
President, CMSDC

By using your assigned (through NMSDC only) password, NMSDC Corporate Members may view the original certificate by logging in at: <http://www.nmsdc.org>



An affiliate of the National Minority Supplier Development Council, Inc. (NMSDC)

IDHR #: 103640-00
Date Eligible: 3/12/2009
Expires on: 3/12/2014

BERNIE LEUNG
MESA TECHNOLOGY INC
155 N. MICHIGAN AVE. SUITE 570
CHICAGO IL 60601

CONFIRMATION OF EXISTING/RENEWAL REGISTRATION

The Illinois Department of Human Rights, Public Contracts Unit, acknowledges receipt of an Employer Report form (PC-1) filed by your organization.

Review of our records indicates that your organization previously registered with the Department of Human Rights and has been assigned the IDHR Number appearing above. This registration remains in effect until the expiration date appearing above. It is not necessary to submit a new form each time you bid on a state contract.

DO NOT LOSE THIS NOTICE. KEEP IT WITH OTHER IMPORTANT ORGANIZATIONAL DOCUMENTS. Also, please keep the following in mind:

1. The IDHR Bidder Eligibility Number is valid for all bids submitted to any agency of the State of Illinois or other contracting agency that has adopted our registration requirement.
2. An eligible bidder's registration remains in effect until the expiration date unless it is revoked by the Department upon finding that the eligible bidder has committed a civil rights violation.
3. An eligible bidder may relinquish its eligibility by notifying the Department in writing at the above address.
4. The Department must be notified in writing of any change to the eligible bidder's name, address, telephone number, or form of organization. Such changes may render the bidder's registration invalid and may require the filing of a new Employer Report Form with the Department. The Number is not transferable and becomes invalid upon dissolution of the business.

Should you have any questions concerning this notice, please contact the Public Contracts Unit at the above address or telephone at 312-814-2431.

PC-55 (Rev 05/2003)

CITY OF CHICAGO

LICENSE CERTIFICATE NON-TRANSFERABLE

BY THE AUTHORITY OF THE CITY OF CHICAGO, THE FOLLOWING SPECIFIED LICENSE IS HEREBY GRANTED TO

NAME **MESA Technology, Inc**

DBA **MESA Technology, Inc**
AT **155 N. MICHIGAN AVE., Floor 5, Apt./Suite 570**
CHICAGO, IL 60601

LICENSE NO **1965139** CODE **1010** FEE **\$*****250.00**
LICENSE: **Limited Business License**

PRINTED ON : 09/13/2010

\$*****250.00

THIS LICENSE IS ISSUED AND ACCEPTED SUBJECT TO THE REPRESENTATIONS MADE ON THE APPLICATION THEREFOR AND MAY BE SUSPENDED OR REVOKED FOR CAUSE AS PROVIDED BY LAW. LICENSEE SHALL OBSERVE AND COMPLY WITH ALL LAWS, ORDINANCES, RULES AND REGULATIONS OF THE UNITED STATES GOVERNMENT, STATE OF ILLINOIS, COUNTY OF COOK, CITY OF CHICAGO AND ALL AGENCIES THEREOF.

WITNESS THE HAND OF THE MAYOR OF SAID CITY AND THE CORPORATE SEAL HEREOF
THIS **15** DAY OF **SEPTEMBER, 2010**

EXPIRATION DATE
ATTES:

September 15, 2012

Rick M. Daley
MAYOR

Myra J. Bell
CITY CLERK

ACCOUNT NO **342540** SHEET **1**
TRANS NO

THIS LICENSE MUST BE POSTED IN A CONSPICUOUS PLACE UPON THE LICENSED PREMISES.



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

A. BIDDER/PROPOSER HEREBY REQUESTS:

- FULL MBE WAIVER FULL WBE WAIVER
- REDUCTION (PARTIAL MBE and/or WBE PARTICIPATION)
- _____ % of Reduction for MBE Participation
_____ % of Reduction for WBE Participation

B. REASON FOR FULL/REDUCTION WAIVER REQUEST

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

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

C. GOOD FAITH EFFORTS TO OBTAIN MBE/WBE PARTICIPATION

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

D. OTHER RELEVANT INFORMATION

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

N/A

CERTIFICATIONS (SECTION 4)

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

A. PERSONS AND ENTITIES SUBJECT TO DISQUALIFICATION

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

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

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

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

B. BID-RIGGING OR BID ROTATING

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

C. DRUG FREE WORKPLACE ACT

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

D. DELINQUENCY IN PAYMENT OF TAXES

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

E. HUMAN RIGHTS ORDINANCE

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

F. ILLINOIS HUMAN RIGHTS ACT

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

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

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

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

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

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

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

REQUIRED DISCLOSURES (SECTION 5)

1. DISCLOSURE OF LOBBYIST CONTACTS

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

| Name | Address |
|------|---------|
| | NONE |
| | |
| | |

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

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

a) Is Bidder a "Local Business" as defined above?
Yes: _____ No:

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

c) Does Bidder employ the majority of its regular full-time workforce within Cook County?
Yes: _____ No:

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

Every Applicant for a County Privilege shall be in full compliance with any child support order before such Applicant is entitled to receive or renew a County Privilege. When delinquent child support exists, the County shall not issue or renew any County Privilege, and may revoke any County Privilege. All Applicants are required to review the Cook County Affidavit of Child Support Obligations attached to this EDS 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:

NONE

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 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: PRESIDIO NETWORKED SOLUTIONS INC. D/B/A: _____ EIN NO.: 58-1667655

Street Address: 7601 ORA GLEN DRIVE, SUITE 100

City: GREENBELT State: MARYLAND Zip Code: 20770

Phone No.: 301-313-2000

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 |
|-------------------------------------------------|---------|-----------------------------------------|
| <u>PRESIDIO IS OWNED BY AMERICAN SECURITIES</u> | | |
| | | |
| | | |

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 |
|-------------------------------------------------|-------------------|---------------------|
| <u>PRESIDIO IS OWNED BY AMERICAN SECURITIES</u> | | |
| | | |
| | | |

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 |
|-------------------------------------------------|---------|-----------------------------------|--------------|
| <u>PRESIDIO IS OWNED BY AMERICAN SECURITIES</u> | | | |
| | | | |
| | | | |

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.

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

[Signature]
Signature

rcasasola@presidio.com
E-mail address

PRESIDENT
Title

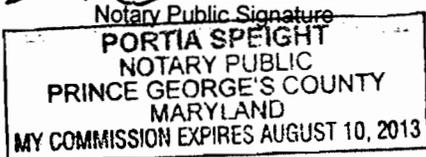
08-23-12
Date

301-313-2000
Phone Number

Subscribed to and sworn before me this 20th day of Aug, 2012

X [Signature]

My commission expires:



Notary Seal



COOK COUNTY BOARD OF ETHICS

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

FAMILIAL RELATIONSHIP DISCLOSURE PROVISION:

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

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

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

DEFINITIONS:

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

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

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

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

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

SWORN FAMILIAL RELATIONSHIP DISCLOSURE FORM

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

Name of Owner/Employee: RUDY CASASOLA Title: PRESIDENT

Business Entity Name: PRESIDIO Networked Solutions Inc Phone: 301-313-2000

Business Entity Address: 7601 Ora Glen Drive, Suite 100 Greenbelt MD 20770

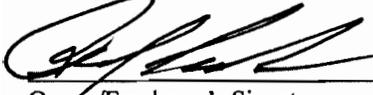
_____ The following familial relationship exists between the owner or any employee of the business entity contracted to do business with Cook County *and* any person holding elective office in the State of Illinois, Cook County, or in any municipality within Cook County.

| Owner/Employee Name: | Related to: | Relationship: |
|----------------------|-------------|---------------|
| 1. _____ | _____ | _____ |
| 2. _____ | _____ | _____ |
| 3. _____ | _____ | _____ |
| 4. _____ | _____ | _____ |
| 5. _____ | _____ | _____ |

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

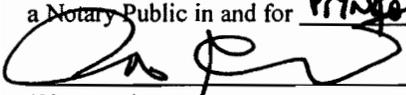
There is *no* familial relationship that exists between the owner or any employee of the business entity contracted to do business with Cook County and any person holding elective office in the State of Illinois, Cook County, or in any municipality within Cook County.

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

 PRESIDENT 08-23-12
 Owner/Employee's Signature Date

Subscribe and sworn before me this 23rd Day of August, 20 12

a Notary Public in and for Prince George's County


 (Signature)

**PORTIA SPEIGHT
 NOTARY PUBLIC
 PRINCE GEORGE'S COUNTY
 MARYLAND
 MY COMMISSION EXPIRES AUGUST 10, 2013**

NOTARY PUBLIC
 SEAL

My Commission Expires AUGUST 10, 2013

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

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

SIGNATURE BY A SOLE PROPRIETOR
(SECTION 6)

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

BUSINESS ADDRESS: _____

BUSINESS TELEPHONE: _____ FAX NUMBER: _____

FEIN/SSN: _____

COOK COUNTY BUSINESS REGISTRATION NUMBER: _____

SOLE PROPRIETOR'S SIGNATURE: _____

PRINT NAME: _____

DATE: _____

Subscribed to and sworn before me this

_____ day of _____, 20____.

My commission expires:

X _____
Notary Public Signature

Notary Seal

SIGNATURE BY A PARTNERSHIP (AND/OR A JOINT VENTURE)
(SECTION 7)

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: _____

BUSINESS ADDRESS: _____

BUSINESS TELEPHONE: _____ FAX NUMBER: _____

CONTACT PERSON: _____ FEIN/SSN: _____

*COOK COUNTY BUSINESS REGISTRATION NUMBER: _____

SIGNATURE OF PARTNER AUTHORIZED TO EXECUTE CONTRACTS ON BEHALF OF PARTNERSHIP:

*BY: _____

Date: _____

Subscribed to and sworn before me this

_____ day of _____, 20__.

My commission expires:

X _____
Notary Public Signature

Notary Seal

* **Attach hereto a partnership resolution or other document authorizing the individual signing this Signature Page to so sign on behalf of the Partnership.**

**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: PRESIDIO NETWORKED SOLUTIONS INC.

BUSINESS ADDRESS: 7601 Ora Glen Drive Suite 100
GREENBELT MARYLAND 20770

BUSINESS TELEPHONE: 301-313-2000 FAX NUMBER: 301-313-0820

CONTACT PERSON: Jackie Arnett Executive Director

FEIN: 58-1667655 *IL CORPORATE FILE NUMBER: 65697262

LIST THE FOLLOWING CORPORATE OFFICERS:

PRESIDENT: RUDY CASASOLA VICE PRESIDENT: _____

SECRETARY: [Signature] TREASURER: Tom Hitzelberger

**SIGNATURE OF PRESIDENT: [Signature]

ATTEST: _____ (CORPORATE SECRETARY)

Subscribed and sworn to before me this
23rd day of August, 2012

X [Signature]
Notary Public Signature

PORTIA SPEIGHT
NOTARY PUBLIC
PRINCE GEORGE'S COUNTY
MARYLAND
MY COMMISSION EXPIRES AUGUST 10, 2013

My commission expires _____
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.

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:

Joni Prosser
PRESIDENT, COOK COUNTY BOARD OF COMMISSIONERS

Maria de Aranda Corp
COOK COUNTY PURCHASING AGENT

COOK COUNTY COMPTROLLER

DATED AT CHICAGO, ILLINOIS THIS 28th DAY OF September, 2012.

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: \$ 81,400.82
(DOLLARS AND CENTS)

FUND CHARGEABLE: _____

APPROVED AS TO FORM:

ASSISTANT STATE'S ATTORNEY