

PROFESSIONAL SERVICES AGREEMENT

For Improved Disposition Reporting System

CONTRACT #11-87-022

BETWEEN



COOK COUNTY GOVERNMENT

CLERK OF THE CIRCUIT COURT

AND

CLARITY PARTNERS, LLC

APPROVED BY BOARD OF
COOK COUNTY COMMISSIONERS

FEB 16 2012

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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 Chief Procurement Officer hereinafter referred to as "County" and Clarity Partner, LLC, doing business as Limited Liability Company of the State of Illinois hereinafter referred to as "Consultant", pursuant to authorization by the Cook County Board of Commissioners on the 16th day of Feb, 2012, as evidenced by Board Authorization letter attached hereto as EXHIBIT "4".

BACKGROUND

The County of Cook issued a Request for Proposals "RFP" for Improved Disposition Reporting System. 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 Chief Procurement Officer 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.

"**Chief Procurement Officer**" means the Chief Procurement Officer also referenced as 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 1 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 1 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 insured, 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 Chief Procurement Officer, 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.

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 (collectively, "County Indemnities"), from and against any and all third party costs, expenses, attorney's fees, losses, damages and liabilities incurred or suffered, which arise out of Contractor's grossly negligent acts or omissions or willful misconduct, or that of the officers, agents, employees, or subcontractors of Contractor, except to the extent that such third party liability is caused in whole or in part by a County indemnity. 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 Chief Procurement Officer 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 Chief Procurement Officer. 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 there under 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 Chief Procurement Officer, which approval shall be granted or withheld at the sole discretion of the Chief Procurement Officer. In no case, however, shall such approval relieve the Contractor from its obligations or change the terms of the Contract.

The Contractor shall not transfer or assign any Contract funds or any interest therein due or to become due without the advance written approval of the Chief Procurement Officer. The unauthorized subcontracting or assignment of the Contract, in whole or in part, or the unauthorized transfer or assignment of any Contract funds, either in whole or in part, or any interest therein, which shall be due or are to become due the Contractor shall have no effect on the County and are null and void.

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

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

The County reserves the right to prohibit any person from entering any County facility for any reason. All contractors and subcontractors of the Contractor shall be accountable to the Chief Procurement Officer 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 three (3) years 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, both parties acknowledge that TIME IS OF THE ESSENCE and that the failure of one party to comply with the time limits described in this Section 4 (a) and Exhibit 1 may result in economic or other losses to the other party.

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.

c) Agreement Extension Option

The Chief Procurement Officer may at any time before this Agreement expires elect to extend this Agreement for up to 2 additional one-year periods under the same terms and conditions as this original Agreement, except as provided otherwise in this Agreement, by notice in writing to Consultant. After notification by the Chief Procurement Officer, this Agreement must be modified to reflect the time extension in accordance with the provisions of Section 10.c.

ARTICLE 5) COMPENSATION

a) Basis of Payment

The County will pay Consultant according to the Schedule of Compensation in the attached Exhibit 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. The County shall pay all undisputed amounts to the Contractor within sixty (60) days of receipt of undisputed invoice.

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 Chief Procurement Officer. The complaining party shall submit a written statement detailing the dispute and specifying the specific relevant Contract provision(s) to the Chief Procurement Officer. Upon request of the Chief Procurement Officer, the party complained against shall respond to the complaint in writing within five days of such request. The Chief Procurement Officer will reduce her decision to writing and mail or otherwise furnish a copy thereof to the Contractor. The decision of the Chief Procurement Officer will be final and binding. Dispute resolution as provided herein shall be a condition precedent to any other action at law or in equity. However, unless a notice is issued by the Chief Procurement Officer indicating that additional time is required to review a dispute, the parties may exercise their contractual remedies, if any, if no decision is made within sixty (60) days following notification to the Chief Procurement Officer of a dispute. No inference shall be drawn from the absence of a decision by the Chief Procurement Officer. Notwithstanding a dispute, 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 Chief Procurement Officer to have, within 5 years immediately preceding the date of this Agreement, been found to be in default on any contract awarded by the County ;

v) represents that it has carefully examined and analyzed the provisions and requirements of this Agreement; it understands the nature of the Services required; from its own analysis it has satisfied itself as to the nature of all things needed for the performance of this Agreement; this Agreement is feasible of performance in accordance with all of its provisions and requirements, and Consultant warrants it can and will perform, or cause to be performed, the Services in strict accordance with the provisions and requirements of this Agreement;

vi) represents that Consultant and, to the best of its knowledge, its Subcontractors are not in violation of the provisions of the Illinois Criminal Code, 720 ILCS 5/33E as amended, and 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 legal entity , 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 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 Chief Procurement Officer in her reasonable judgment, determines that any of Consultant's Services for others conflict with the Services Consultant is to render for the County under this Agreement, Consultant must terminate such other services immediately upon request of the County.

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

f) Non-Liability of Public Officials

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

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

a) Events of Default Defined

The following constitute events of default:

- i) Any material misrepresentation, whether negligent or willful and whether in the inducement or in the performance, made by Consultant to the County.
- ii) Consultant's material failure to perform any of its obligations under this Agreement including the following:
 - (a) Failure due to a reason or circumstances within Consultant's reasonable control to perform the Services with sufficient personnel and equipment or with sufficient material to ensure the performance of the Services;
 - (b) Failure to perform the Services in a manner reasonably satisfactory to the Chief Procurement Officer or inability to perform the Services satisfactorily as a result of insolvency, filing for bankruptcy or assignment for the benefit of creditors;
 - (c) Failure to promptly re-perform within a reasonable time Services that were rejected as erroneous or unsatisfactory;
 - (d) Discontinuance of the Services for reasons within Consultant's reasonable control; and
 - (e) Failure to comply with any other material term of this Agreement, including the provisions concerning insurance and nondiscrimination.

- iii) Any change in ownership or control of Consultant without the prior written approval of the Chief Procurement Officer, which approval the Chief Procurement Officer will not unreasonably withhold.
- iv) Consultant's default under any other agreement it may presently have or may enter into with the County during the life of this Agreement. Consultant acknowledges and agrees that in the event of a default under this Agreement the County may also declare a default under any such other Agreements.
- (v) Failure to comply with 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 Chief Procurement Officer indicate a willful or reckless disregard for County laws and regulations.

b) Remedies

The occurrence of any event of default permits the County, at the County's sole option, to declare Consultant in default. The Chief Procurement Officer 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 Chief Procurement Officer. Whether to declare Consultant in default is within the sole discretion of the Chief Procurement Officer and neither that decision nor the factual basis for it is subject to review or challenge under the Disputes provision of this Agreement.

The Chief Procurement Officer will give Consultant written notice of the default, either in the form of a cure notice ("**Cure Notice**"), or, if no opportunity to cure will be granted, a default notice ("**Default Notice**"). If the Chief Procurement Officer gives a Default Notice, he will also indicate any present intent he may have to terminate this Agreement, and the decision to terminate (but not the decision not to terminate) is final and effective upon giving the notice. The Chief Procurement Officer may give a Default Notice if Consultant fails to 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 terminate this Agreement as to any or all of the Services yet to be performed effective at a time specified by the County;
- ii) The right of specific performance, an injunction or any other appropriate equitable remedy;

- iii) The right to money damages;
- iv) The right to withhold all or any part of Consultant's compensation under this Agreement;
- v) The right to consider Consultant non-responsible in future contracts to be awarded by the County.

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

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

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 Chief Procurement Officer and such equitable extension of time as may be mutually agreed upon by the Chief Procurement Officer and Consultant when necessary for continuation or completion of Services. Any additional costs or expenses actually incurred by Consultant as a result of recommencing the Services must be treated in accordance with the compensation provisions under Article 5 of this Agreement.

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

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 greater than 10% of the contract award value or which extend the term of the Contract by more than a year shall not be deemed as authorized without the approval of the Cook County Board of Commissioners. Modifications and amendments which increase cost up to 10% of the contract award value or extension of the Contract term by up to 1 year may only be made with the written approval of the Chief Procurement Officer.

Subject to the foregoing, the Chief Procurement Officer 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: Clerk of the Circuit Court of Cook County
69 West Washington, Room 2500
Chicago, Illinois 60602
Attention: Chief Information Officer
Contract # 11-87-022P

and

COOK COUNTY CHIEF PROCUREMENT OFFICER
118 North Clark Street, Room 1018
Chicago, Illinois 60602
Attention: Chief Procurement Officer
Contract # 11-87-022P

If to Consultant: Clarity Partners, LLC
22 West Washington, Suite 1490
Chicago, Illinois 60602
Attention: Rodney Zech and James Fermin
Contract # 11-87-022P

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

ARTICLE 12) AUTHORITY

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

ADDENDUM TO AGREEMENT

The Cook County-Clerk of the Circuit Court, hereafter referred to as the "Implementing Agency" and Clarity Partners, LLC, hereafter referred to as the "CONTRACTOR", agree to adhere to and comply with the following terms and conditions, as an addendum to, and in the performance of, the agreement to which these provisions are attached.

SECTION 1 INDEPENDENT CONTRACTOR

The CONTRACTOR, in the performance of this agreement, shall act as an independent contractor and not as an agent or employee of the Authority or the Implementing Agency. The Illinois Criminal Justice Information Authority (Authority) shall not be responsible for the performance, acts or omissions of the Contractor. The Implementing Agency shall be liable, and agrees to be liable for, and shall indemnify, defend and hold the Authority harmless for all claims, suits, judgments and damages arising from the performance of this agreement, to the extent permitted by law.

SECTION 2 TRANSPARENCY ACT COMPLIANCE

The CONTRACTOR agrees to comply with any and all requirements of 2 C.F.R. §33.200 that are imposed on recipients of federal funds by the Federal Funding Accountability and Transparency Act of 2006. The CONTRACTOR agrees to comply with the following:

a) To acquire and use a DUNS (Data Universal Numbering System) number. The DUNS number shall be procured from Dun and Bradstreet, Inc online at www.dunandbradstreet.com or by calling 1-866-705-5711.

CONTRACTOR'S DUNS Number: 194449505

CONTRACTOR'S FEDERAL EMPLOYER IDENTIFICATION NUMBER: 80-0123899

b) To maintain a current registration in the Central Contractor Registration (CCR) database. The CONTRACTOR must update or renew their CCR registration at least once per year to maintain an active status. Information about registration procedures can be accessed at www.ccr.gov or by calling 1-888-227-2423.

CONTRACTOR'S CCR registration is valid until: 10/25/2012

c) The CONTRACTOR shall provide their Commercial And Government Entity (CAGE) Code. The CAGE Code request process is incorporated into the CCR registration.

CONTRACTOR'S CAGE Code: 4CHD2

d) The CONTRACTOR further agrees that all agreements entered into with subcontractors, shall require compliance by the subgrantee or contractor with the Federal Funding Accountability and Transparency Act of 2006 and all requirements of 2 C.F.R. §33.200 including obtaining a DUNS number and maintaining registration with the CCR.

e) The acquisition of a DUNS number and registration with the CCR database is not required of contractors and subcontractors who are individuals.

SECTION 3 RECORD RETENTION:

CONTRACTOR agrees to retain financial and program records for a minimum of 3 years after the expiration date of this agreement, or 3 years after closure of CONTRACTOR's most recent audit report, whichever is later. CONTRACTOR shall maintain, for this 3-year period, adequate books, records, and supporting documents to verify the amounts, recipients, and uses of all disbursements of funds passing in conjunction with this agreement; the agreement and all books, records, and supporting documents related to the agreement shall be available for review and audit by the Auditor General, federal awarding agency personnel, the Authority, or any person duly authorized by the Authority; and CONTRACTOR agrees to cooperate fully with any audit conducted by the Auditor General, the federal awarding agency, the Authority or any person duly authorized by the Authority, and to provide full access to all relevant materials. Failure to maintain the books, records, and supporting documents required by this Section shall establish a presumption in favor of the State for the recovery of any funds paid by the State under the agreement for which adequate books, records, and supporting documentation are not available to support their purported disbursement.

Records shall be maintained beyond the 3-year period if any litigation, claim, audit, fiscal review, negotiation, or other action involving the records has been started before the expiration of the above three-year period; in such cases, these records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular three-year period, whichever is later. In addition, the CONTRACTOR understands and agrees that the Department of Justice (DOJ), including the Office of Justice Programs (OJP), Office of the Inspector General (OIG) and its representatives, and the Government Accountability Office (GAO) are authorized to interview any officer or employee of the CONTRACTOR regarding transactions related to the Recovery Act Award. Furthermore, DOJ and GAO are authorized to interview subgrantees, contractors and subcontractors regarding transactions related to this award.

SECTION 4 CERTIFICATION:

CONTRACTOR certifies that it has not been barred from contracting with a unit of state or local government as a result of a violation of Section 33E-3 or 33E-4 of the Criminal Code of 1961.

SECTION 5 EQUIPMENT CONDITIONS:

CONTRACTOR certifies that any equipment purchased using funds from this agreement shall be year 2000 compliant and shall be able to process all time/date data after December 31, 1999.

SECTION 6 ELIGIBILITY FOR EMPLOYMENT IN THE UNITED STATES:

CONTRACTOR shall complete and keep on file, as appropriate, the Immigration and Naturalization Service Employment Eligibility Form (I-9). This form shall be used by CONTRACTOR to verify that persons employed by CONTRACTOR are eligible to work in the United States.

SECTION 7 NONDISCRIMINATION:

CONTRACTOR certifies that no person shall be excluded from participation in, denied the benefits of, subjected to discrimination under, or denied employment in connection with any activity funded under this agreement on the basis of race, color, age, religion, national origin, disability, or sex. CONTRACTOR assures compliance with the following laws, and all associated rules and regulations: non-discrimination requirements of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, 42 U.S.C. 3789(d) or the Victims of Crime Act; Title VI of the Civil Rights Act of 1964, as amended; Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English

Proficient Persons (Federal Register, June 18, 2002, Volume 67, Number 117, Page 41455-41472); Section 504 of the Rehabilitation Act of 1973, as amended; the Americans with Disabilities Act, 42 U.S.C. 12101 et seq.; Title IX of the Education Amendments of 1972; the Age Discrimination Act of 1975; the Department of Justice Non-Discrimination Regulations, 28 CFR Part 42, subparts C, D, E, and G; the Department of Justice regulations on disability discrimination, 28 CFR Part 35 and Part 39; the Illinois Human Rights Act, 775 ILCS 5; the Public Works Employment Discrimination Act, 775 ILCS 10; and the Illinois Environmental Barriers Act, 410 ILCS 25. All applicable provisions, rules and regulations of these Acts are made a part of this agreement by reference as though set forth fully herein.

In the event that a federal or State court or administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, age, religion, national origin, disability, or sex against CONTRACTOR, or any subgrantee or contractor of CONTRACTOR, CONTRACTOR will forward a copy of the finding to the Implementing Agency and the Authority. The Authority will forward a copy of the finding to the Office for Civil Rights, Office of Justice Programs.

CONTRACTOR certifies that it shall not pay any dues or fees on behalf of its employees or agents or subsidize or otherwise reimburse them for payment of their dues or fees to any club which unlawfully discriminates, and that it shall comply with all provisions of the Discriminatory Club Act (775 ILCS 25).

SECTION 8 CONFIDENTIALITY OF INFORMATION:

To the extent permitted by Illinois state law, including the Illinois Freedom of Information Act, 5 ILCS 140/1 *et seq.*, CONTRACTOR agrees not to use or reveal any research or statistical information furnished under this program by any person and identifiable to any specific private person for any purpose other than the purpose for which such information was obtained in accordance with applicable federal legislation, regulations and guidelines. Such information shall be immune from legal process and shall not, without the consent of the person furnishing the information, be admitted as evidence or used for any purpose in any action, suit or other judicial, legislative or administrative proceeding.

SECTION 9 PROCUREMENT REQUIREMENTS/CONFLICT OF INTEREST:

All procurement transactions shall be conducted by CONTRACTOR in a manner to provide, to the maximum extent practical, open and free competition. CONTRACTOR must use procurement procedures that minimally adhere to applicable executive orders, laws, regulations and federal guidelines. No employee, officer or agent of CONTRACTOR shall participate in the selection, or in the award or administration of a contract supported by federal funds if a conflict of interest, real or apparent, would be involved.

SECTION 10 APPLICABLE LAW:

CONTRACTOR shall operate in conformance with the following State and federal laws and guidelines, currently in effect and hereafter amended, when applicable: federal legislation, regulations and guidelines regarding the applicable federal grant program; the Office of Justice Programs' Financial Guide; Office of Management and Budget Circulars A-21, A-87, A-102, A-110, A-122, and A-133; the Illinois Grant Funds Recovery Act (30 ILCS 705); Illinois Procurement Code (30 ILCS 500); the State Comptroller Act (15 ILCS 405); the U.S. Department of Justice Regulations Governing Criminal History Record Information Systems (28 CFR Part 20.1 et seq.); the U.S. Department of Justice Regulations Governing Confidentiality of Identifiable Research and Statistical Information (28 CFR Part 22.1 et seq.); the U.S. Department of Justice Regulations Governing Governmentwide Debarment and Suspension (28 CFR Part 67.100 et seq.) and the rules of the Authority (20 Ill. Adm. Code 1520 et seq.).

CONTRACTOR shall comply with all applicable laws, regulations, and guidelines of the State of Illinois, the Federal Government and the Authority in the performance of this agreement, currently in effect and hereafter amended, including but not limited to: the provisions of 28 CFR applicable to grants and cooperative agreements including Part 18, Administrative Review Procedures; Part 20, Criminal Justice Information

Systems; Part 22, Confidentiality of Identifiable Research and Statistical Information; Part 23, Criminal Intelligence Systems Operating Policies; Part 30, Intergovernmental Review of Department of Justice Programs and Activities; Part 42, Non-Discrimination/Equal Employment Opportunity Policies and Procedures; Part 46, Protection of Human Subjects; Part 61, Procedures for Implementing the National Environmental Policy Act; Part 63, Floodplain Management and Wetland Protection Procedures; and Part 67, Governmentwide Debarment and Suspension (Nonprocurement); provisions of 48 CFR regarding federal acquisition principles, including Part 31, Contract Cost Principles and Procedures; Section 8136 of the Department of Defense Appropriations Act of 1988 (P.L. 100-463, effective October 1, 1988); National Environmental Policy Act of 1969, 42 U.S.C. pars. 4321 et seq.; National Historic Preservation Act of 1966, 16 U.S.C. pars. 470 et seq.; Flood Disaster Protection Act of 1973, 42 U.S.C. pars 4001 et seq.; Clean Air Act of 1970, 42 U.S.C. pars. 7401 et seq.; Clean Water Act, 33 U.S.C. pars. 1368 et seq.; Executive Order 11738; and EPA regulations (40 CFR Part 15); Federal Water Pollution Control Act of 1948, as amended, 33 U.S.C. pars. 1251 et seq.; Safe Drinking Water Act of 1974, 42 U.S.C. pars. 300f et seq.; Endangered Species Act of 1973, 16 U.S.C. pars. 1531 et seq.; Wild and Scenic Rivers Act of 1968, as amended, 16 U.S.C. pars. 1271 et seq.; Historical and Archeological Data Preservation Act of 1960, as amended, 16 U.S.C. pars. 469 et seq.; Coastal Zone Management Act of 1972, 16 U.S.C. pars. 1451 et seq.; Coastal Barrier Resources of 1982, 16 U.S.C. pars. 3501 et seq.; Indian Self Determination Act, 25 U.S.C. par. 450f; Intergovernmental Cooperation Act of 1968, 42 U.S.C. 4201 et seq.; Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. pars. 4601 et seq.; Hatch Political Activity Act of 1940, as amended, 5 U.S.C. pars. 1501 et seq.; Animal Welfare Act of 1970, 7 U.S.C. pars. 2131 et seq.; Demonstration Cities and Metropolitan Development Act of 1966, 42 U.S.C. pars. 3301 et seq.; Federal Fair Labor Standards Act of 1938, as amended, 29 U.S.C. pars. 201 et seq.; and E.O. 11246 "Equal Employment Opportunity," as amended by E.O. 11375, and supplemented by regulations at 41 CFR Part 60.

Failure of CONTRACTOR to comply with applicable laws, regulations, and guidelines may result in the suspension or termination of this agreement, or pursuit of other remedies that may be legally available.

SECTION 11 CERTIFICATIONS REGARDING DEBARMENT AND A DRUG-FREE WORKPLACE:

As required by the Authority, CONTRACTOR shall complete and submit the federal Certification Regarding A Drug-Free Workplace and shall certify that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

SECTION 12 CERTIFICATION REGARDING LOBBYING:

Federal funds are prohibited from being used for influencing or attempting to influence persons in connection with covered federal transactions, which include the awarding, making, entering into, extension, continuation, renewal, amendment, or modification, of federal grants or contracts. If receiving more than \$100,000 pursuant to this agreement, CONTRACTOR agrees to provide a Certification Regarding Lobbying to the Authority and, if applicable, a Disclosure of Lobbying Activities form. If a subcontractor will receive more than \$100,000 in federal funds pursuant to this agreement, CONTRACTOR will provide to the Authority a Certification Regarding Lobbying and, if applicable, a Disclosure of Lobbying Activities form signed by the subcontractor. CONTRACTOR must provide these certifications and disclosures as required by the Authority.

SECTION 13 STATEMENTS, PRESS RELEASES, ETC.:

When issuing statements, press releases, requests for proposals, bid solicitations, and other documents describing projects or programs funded in whole or in part with federal money, the CONTRACTOR shall clearly state (1) the percentage of the total cost of the program or project which will be financed with federal money, and (2) the dollar amount of federal funds for the project or program.

SECTION 14 COPYRIGHTS, PATENTS:

If this agreement results in a copyright, the Illinois Criminal Justice Information Authority and the federal awarding agency, reserve a royalty-free, nonexclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for government purposes, the work or the copyright to any work developed under this agreement and any rights of copyright to which a grantee, subgrantee or a contractor purchases ownership with grant support.

If this agreement results in the production of patentable items, patent rights, processes, or inventions, the CONTRACTOR shall immediately notify the Implementing Agency, and the Implementing Agency shall notify the Authority. The Authority will provide the Implementing Agency and CONTRACTOR with further instruction on whether protection on the item will be sought and how the rights in the item will be allocated and administered in order to protect the public interest, in accordance with federal guidelines.

SECTION 15 PUBLICATIONS:

CONTRACTOR shall submit to the Implementing Agency, and the Implementing Agency shall submit to the Illinois Criminal Justice Information Authority for review, a draft of any publication that will be issued by CONTRACTOR describing or resulting from programs or projects funded in whole or in part with federal or matching funds, no later than 60 days prior to its printing.

Any such publication shall contain the following statement:

Add Publication Statement here.

These publication requirements pertain to any written, visual or sound publication, but are inapplicable to press releases, newsletters and issue analyses. Exceptions to these requirements may be granted upon prior Authority approval,

SECTION 16 INSPECTION AND AUDIT:

If required by revised Office of Management and Budget Circular A-133 "Audits of States, Local Governments, and Non-Profit Organizations," CONTRACTOR agrees to provide for an independent audit of its activities in accordance with A-133. Such audits shall be made annually, unless A-133 allows CONTRACTOR to undergo biennial audits. All audits shall be conducted in accordance with Government Auditing Standards, Standards for Audit of Governmental Organizations, Programs, Activities and Functions; the Guidelines for Financial and Compliance Audits of Federally Assisted Programs; any compliance supplements approved by the Office of Management and Budget; and generally accepted auditing standards established by the American Institute of Certified Public Accountants. Copies of all audits must be submitted to the Authority no later than 9 months after the close of the Implementing Agency's audit period.

Known or suspected violations of any law encountered during audits, including fraud, theft, embezzlement, forgery, or other serious irregularities, must be immediately communicated to the Authority and appropriate federal, State, and local law enforcement officials.

CONTRACTOR agrees to develop and maintain a record-keeping system to document all agreement related activities and expenditures. These records will act as the original source material for compilation of data and records required by the Authority and all other program activity.

The Authority shall have access for purposes of monitoring, audit and examination to all relevant books, documents, papers, and records of CONTRACTOR, and to relevant books, documents, papers and records of subcontractors.

SECTION 17 REPORTING GRANT IRREGULARITIES

The Contractor shall promptly notify the Authority through their Authority Grant Monitor when an allegation is made, or the Contractor otherwise receives information, reasonably tending to show the possible existence of any irregularities or illegal acts in the administration of grant funds. The Authority, per its agency policy, shall determine the reasonableness of the allegation of the irregularities or illegal action and determine the appropriate course of action. Possible actions would include conducting an internal audit or other investigation or contacting the proper authorities. Illegal acts and irregularities shall include but are not limited to such matters as conflicts of interest, falsification of records or reports both data, fiscal and programmatic, and the misappropriation of funds or other assets.

A copy of the Authority's policy is available on the web at <http://www.icjia.state.il.us/public/>.

Failure to report known irregularities can result in suspension of the Interagency Agreement or other remedial action. In addition, if the Contractor's auditor or other staff becomes aware of any possible illegal acts or other irregularities prompt notice shall be given to the Contractor's director or similarly situated personnel. The Contractor, in turn, shall promptly notify the Authority as described above of the possible illegal acts or irregularities. If the possible misconduct involves the Implementing Agency's director, the Implementing Agency staff member shall provide prompt notice directly to the Authority.

In addition, the Authority, if in its judgment there is a reasonable allegation of irregularity or illegal act, shall inform the Office of Justice Program's Office of the Comptroller, the Department of Justice's Office of Professional Responsibility and the Office of Inspector General, and state and local law enforcement agencies or prosecuting authorities, as appropriate, of any known violations of the law within their respective area of jurisdiction.

The reporting of any irregularities, illegal acts and the proposed or actual corrective action shall be reported to the Authority at:

Illinois Criminal Justice Information Authority
Attn: Grant Monitor
300 W. Adams Suite 700
Chicago, IL 60606

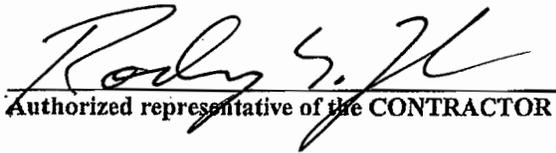
Phone: 312- 793-8550

ACCEPTANCE OF ADDENDUM

The Implementing Agency and CONTRACTOR agree to adhere to and comply with the above terms and conditions, as an addendum to, and in the performance of, the agreement to which these provisions are attached.

Authorized representative of the Implementing Agency

Date



Authorized representative of the CONTRACTOR

12/15/2011

Date

**ECONOMIC DISCLOSURE STATEMENT
AND EXECUTION DOCUMENT
INDEX**

Section	Description	Pages
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2	Letter of Intent	EDS 4-5
3	Petition for Reduction/Waiver of MBE/WBE Participation Goals	EDS 6-8
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5	Economic and Other Disclosures, Affidavit of Child Support Obligations and Disclosure of Ownership Interest	EDS 11-16

**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.cookclerk.com/sub/ordinances.asp>). This page can also be accessed by going to www.cookclerk.com, clicking on the tab labeled "County Board Proceedings," and then clicking on the link to "Cook County Ordinances."

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

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

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

"Lobbyist" means any person or entity who lobbies.

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

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

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

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

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

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

Additional Information. The County's Governmental Ethics and Campaign Financing Ordinances, impose certain duties and obligations on persons or entities seeking County contracts, work, business, or transactions. For further information please contact the Director of Ethics at (312) 603-4304 (69 W. Washington St. Suite 3040, Chicago, IL 60602) or visit our web-site at www.cookcountygov.com 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**

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

MBE/WBE Firm: N/A

Address: _____

E-mail: _____

Contact Person: _____ Phone: _____

Dollar Amount Participation: \$ _____

Percent Amount of Participation: _____ %

*Letter of Intent attached? Yes _____ No _____

*Letter of Certification attached? Yes _____ No _____

MBE/WBE Firm: _____

Address: _____

E-mail: _____

Contact Person: _____ Phone: _____

Dollar Amount Participation: \$ _____

Percent Amount of Participation: _____ %

*Letter of Intent attached? Yes _____ No _____

*Letter of Certification attached? Yes _____ No _____

Attach additional sheets as needed.

*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.

II. Indirect Participation of MBE/WBE Firms

NOTE: This section need not be completed if the MBE/WBE goals have been met through Direct Participation. However, Indirect Participation will only be considered after all efforts to achieve Direct Participation have been exhausted. Only after written documentation of Good Faith Efforts is received will Indirect Participation be considered.

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

MBE/WBE Firm: N/A

Address: _____

E-mail: _____

Contact Person: _____ Phone: _____

Dollar Amount Participation: \$ _____

Percent Amount of Participation: _____ %

*Letter of Intent attached? Yes _____ No _____

*Letter of Certification attached? Yes _____ No _____

MBE/WBE Firm: _____

Address: _____

E-mail: _____

Contact Person: _____ Phone: _____

Dollar Amount Participation: \$ _____

Percent Amount of Participation: _____ %

*Letter of Intent attached? Yes _____ No _____

*Letter of Certification attached? Yes _____ No _____

Attach additional sheets as needed.

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

COOK COUNTY LETTER OF INTENT
(Section 2)

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

Contract Title & Number: _____

From: N/A _____
(MBE/WBE Firm)

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

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

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

Description of Service/Supply/Project	Fee/Cost
1. _____	\$ _____ %
2. _____	\$ _____ %
3. _____	\$ _____ %
4. _____	\$ _____ %
Total: \$ _____ %	

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

Upon Penalty of perjury, I _____ (print name)
the _____ (title) and duly authorized representative
of the _____ (MBE/WBE firm) affirm
that the foregoing information is true and correct and the services, supplies, and/or project indicated above will be
supplies/performed for the above indicated total dollar amount \$ _____ which represents the
above indicated total percentage _____ % for the contract amount \$ _____

(Signature of affiant) _____ (Date)
Subscribed and sworn to before me this _____ day of _____, 20____

(Notary's Signature) _____ (Notary Seal)

COOK COUNTY LETTER OF INTENT
FROM BIDDER OR PROPOSER TO COOK COUNTY

Upon penalty of perjury, James Fermin (print name),
the Partner (title) and duly authorized
representative of Clarity Partners, LLC (Bidder Proposer firm),
affirm that the foregoing information is true and correct and the services, supplies, and/or project indicated above will
be supplied/performed for the above indicated total dollar amount \$ 161,100, which represents the
above indicated total percentage 100 % for the contract amount \$ 161,100

James R. Fermin
(Signature of affiant)

08 / 15 / 2011
(Date)

Subscribed and sworn to before me this 15th day of August, 2011.

Samantha Y Loo
(Notary's Signature)



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

A. BIDDER/PROPOSER HEREBY REQUESTS:

- FULL MBE WAIVER N/A
- 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

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

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

D. OTHER RELEVANT INFORMATION

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

**CERTIFICATIONS
(SECTION 4)**

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

A. PERSONS AND ENTITIES SUBJECT TO DISQUALIFICATION

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

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

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

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

B. BID-RIGGING OR BID ROTATING

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

C. DRUG FREE WORKPLACE ACT

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

D. DELINQUENCY IN PAYMENT OF TAXES

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

E. HUMAN RIGHTS ORDINANCE

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

F. ILLINOIS HUMAN RIGHTS ACT

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

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

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

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

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

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

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

REQUIRED DISCLOSURES
(SECTION 5)

1. DISCLOSURE OF LOBBYIST CONTACTS

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

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

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

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

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

Yes: x No: _____

b) If yes, list business address(es) within Cook County:

Clarity Partners, LLC
22 W Washington St. Suite 1490
Chicago, IL 60602

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

Yes: x No: _____

3. THE CHILD SUPPORT ENFORCEMENT ORDINANCE (PREFERENCE (CODE, CHAPTER 34, SECTION 34-386)

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:

 x 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.

N/A

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: Clarity Partners, LLC D/B/A: _____ EIN NO.: 80-0123899

Street Address: 22 W Washington St, Suite 1490

City: Chicago State: IL Zip Code: 60602

Phone No.: (312) 920-0550

Form of Legal Entity:

Sole Proprietor Partnership Corporation Trustee of Land Trust

Business Trust Estate Association Joint Venture

Other (describe) Limited Liability Company

Ownership Interest Declaration:

1. List the name(s), address, and percent ownership of each 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
David C. Namkung	3808 N. Lakewood Ave, 1S, Chicago, IL 60613	51%
Rodney S. Zech	4332 N. Kostner, Chicago, IL 60641	49%

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

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

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

Name	Address	Percentage of Beneficial Interest	Relationship
N/A			

Declaration (check the applicable box):

- [x] 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.

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

James R. Fermin
Signature

jfermin@claritychicago.com
E-mail address

Partner
Title

08/08/2011
Date

(312) 920-0550
Phone Number

Subscribed to and sworn before me
this 15th day of Aug, 2011

X [Signature]
Notary Public Signature

My commission expires: 5/31/2015



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: Clarity Partners, LLC

BUSINESS ADDRESS: 22 W Washington St, Suite 1490
Chicago, IL 60602

BUSINESS TELEPHONE: (312) 920-0550 FAX NUMBER: (312) 920-0554

CONTACT PERSON: James Fermin FEIN/SSN: 80-0123899

*COOK COUNTY BUSINESS REGISTRATION NUMBER: _____

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

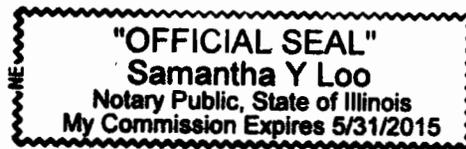
*BY: *Rodney S. Jh* *James R. Fermin*

Date: December 15, 2011

Subscribed to and sworn before me this
15th day of December, 2011

X *Samantha Y Loo*
Notary Public Signature

My commission expires:
5/31/2015



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.



Washington, Suite 1490
Chicago, IL 60602
Phone (312) 920-0550
Fax (312) 920-0554
www.claritychicago.com

December 15, 2011

Office of the Purchasing Agent
118 N. Clark Street, 1018
Chicago, IL 60602
Attention: Purchasing Agent, Maria de Lourdes Coss

Re: RFP# 11-87-022P, Improved Disposition Reporting System

Dear Ms. Coss:

Clarity Partners, LLC ("Clarity"), an Illinois Limited Liability Company with its headquarters at 22 W. Washington Street, authorizes Rodney Zech or David Namkung to sign on behalf of the company.

Sincerely,

Clarity Partners, LLC

A handwritten signature in black ink, appearing to read "Rodney Zech", is written over a horizontal line.

Rodney Zech
Partner, Clarity Partners

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 Prezworska

PRESIDENT, COOK COUNTY BOARD OF COMMISSIONERS

Maria de Lencastre

COOK COUNTY CHIEF PROCUREMENT OFFICER

Tobias Reinhold

COOK COUNTY COMPTROLLER

DATED AT CHICAGO, ILLINOIS THIS 16 DAY OF February, 2012.

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

THE FOREGOING PROPOSAL AS IDENTIFIED IN THE CONTRACT DOCUMENTS FOR CONTRACT NUMBER
11-87-022

TOTAL AMOUNT OF CONTRACT: \$161,100.00

FUND CHARGEABLE: _____

APPROVED AS TO FORM:

ASSISTANT STATE'S ATTORNEY

APPROVED BY BOARD OF
COOK COUNTY COMMISSIONERS

FEB 16 2012

COM _____

EXHIBIT 1
Scope of Services

Exhibit 1 – Scope of Work

2. SCOPE OF SERVICES

2.1 Purpose

The purpose of this professional service is to improve disposition reporting to the Illinois State Police (ISP). The services include but are not limited to the areas of project management, business process, CICS programming and developing an application able to predict potential errors and process rejected records by either a batch run of system edits or thru research and investigation. This application will also allow corrected errors to be remitted to the Illinois State Police and updated in the State's Criminal History Records Information System (CHRI).

The Clerk of the Circuit Court (CCC) Department will be the primary using department, which will receive the Deliverables. The overall goal is for the Clerk's Office to be able to report 95% of the felony arrest records to the Illinois State Police. Information sharing standards will be used as appropriate.

2.3 Scope of Work

The Scope of work includes:

- Automating the interface (*possibly a Graphical User Interface Display*) of records identified for submission where edit checks are performed before records are submitted to ISP; edits checks are performed after information is pushed back to CCC for correction and records are resubmitted to ISP's system for updating to CHRI;
- Implementing improved data capture procedures (technical and operational) that would facilitate complete arrest reporting, research missing dispositions and information for reporting to ISP's system;
- Reengineering business processes that are impacted by the new application build;
- Examining and improving data collection at critical points throughout the process by proactively engaging Chicago Police Department, suburban arresting agencies and Illinois State Police;
- Establishing more effective accuracy and information quality and auditable controls; and
- Reducing the backlog of missing disposition or related information by establishing a system transaction designed to find and resubmit missing records;

In an effort to carry out the tasks related to the development of an application, the Consultant will provide Technical Project Management and CICS COBOL/Batch programming services that will lead the effort and the development of the proposed application. More specially, the Technical Project Manager and the CICS COBOL/Batch Programmer will be responsible for the following:

- **Technical / Business Project Manager** – This consultant will be required to understand application development for CICS COBOL/Batch programs for mainframe systems and have extensive experience in the field. Additional experience with integration and related business processes for

information sharing between justice agencies also required. This person will also be responsible for project management at all levels, including participation with the Clerk's Office with project initiation thru implementation (activities identified in the timeline). Project management responsibilities also include developing and executing the application development project plan and related activities; managing project status reporting and documentation; managing the programming resources and budget; owning the development lifecycle and managing the technical risks throughout the project. Additionally, the Project Manager will assist in providing the technical direction of the design and development of the application and also be flexible enough to provide expertise in developing sound business process solutions that complement the application's function. Lastly, the Project Manager will oversee user acceptance testing, end user training and all activities through implementation / post implementation.

- **CICS COBOL/Batch Programmer** – This consultant will be required to understanding application development for CICS COBOL/Batch programs for mainframe systems and have extensive experience in the field. This person will be responsible for developing highly complex online and batch program databases; devising and modifying programs to resolve existing coding problems with existing transactions that will be integrated to the new program. Additionally, the Programmer will have to validate the application thru various tests to ensure application meets the approved specifications and is designed within operations and technical constraints; produce program and system documentation for the COBOL programs and procedures developed; perform unit testing on programs and batch processes and support user acceptance testing. Lastly, the Programmer will need to conduct a knowledge transfer with Clerk's Office staff.

As part of an application development project, CCC's Project Management Office has estimated that the following project activities are essential and critical to the success of the application build. Provided below is an overview of application development activities that the consultants will deliver on as a part of roles outlined above.

- **Project Management** is required to ensure the project remains on schedule, on budget and within scope. Therefore the Project Manager will be responsible for project status reporting to stakeholders, maintaining an issues log for the project and updating and maintaining an accurate version of the project's timeline.
- **Project Initiation** activities include resource assignments, identification of key players, project timeline development and kick off of the project. The Project Manager participates in these activities with CCC.
- **Planning & Design** of the application includes developing the scope of the project and securing the necessary resources, conducting a needs analysis to determine system requirements, and develop functional design specifications for the application. The Project Manager will facilitate this process.

- **Application Development** will be the responsibility of the CICS COBOL/Batch Programmer, which will include review of the requirement, functional prototype build, code development, unit and integration testing and responding to bugs and defect identified in end user testing.
- **User Acceptance Testing** will be conducted in conjunction with CCC end users. This testing will be complemented with test scripts that the Project Manager should develop with CCC.
- **Business Process Reengineering** is important because of the new application's impact on the daily operations of CCC's staff. Therefore, the Project Manager will be instrumental in facilitating the discussion with Court operations staff about handling rejected postings and developing a process of correcting this information. Additionally, an analysis will need to be conducted to review the data collection points to see how data quality can be improved at its point of origin and pushed to the Circuit Court.
- **Training** of the application includes training material and curriculum development for end users and help desk support staff. The Project Manager will be expected to work with CCC on development of the materials and conducting the Train the Trainer session for CCC.
- **Documentation** of newly developed application code will be expected of the Programmer which will facilitate knowledge transfer to CCC programming staff for post deployment support and enhancements.
- **Deployment / Implementation** include activities pre-deployment to facilitate a smooth transition from test and development to production. Also during implementation, CCC will conduct a final readiness checklist to outline the current status of all critical areas, and to ensure their readiness for implementation. The Project Manager and the Programmer both play a role with this area.
- **Post Implementation** is the time by which the Project Manager and CCC Support staff is actively troubleshooting post implementation issues as they arise. There is also time for the project team to come together to discuss the lessons learned and to document those lessons learned for future application enhancements. Post Implementation activities are planned to cover 30 days post application deployment.

2.4 Current Environment

2.4.1 Operational Environment

The Clerk of the Circuit Court of Cook County (CCC) has and continues to seek ways to improve its court disposition reporting to the Illinois State Police. Illinois State Police has noted that currently the overall statewide felony arrest court disposition posting rate for the last 5 years is 75% and federal requirements mandate that states maintain a 95% court disposition posting rate for felony arrest. CCC fluctuates between the mid to high 70 percent in disposition reporting accuracy. CCC is looking to improve upon this rate to achieve more than 95% accuracy by the year 2012.

Court dispositions are the decisions made by a judge or jury on charges brought against a defendant. For each charge, the court can find a person guilty or not guilty, dismiss charges for lack of evidence, strike the case off the call until further notice, or issue another order. If a person is found guilty, the court will impose a sentence, such as probation, imprisonment, or community service. Under the state Criminal Identification Act, these decisions are reportable to the Illinois State Police for felony and class A or B misdemeanor offenses and added to a defendant's criminal history record.

The Illinois State Police (ISP) maintain the state's Criminal History Records Information (CHRI) system for use by decision makers in and out of the criminal justice system. However, audits conducted by the Illinois Criminal Justice Information Authority since 1983 have shown that court dispositions are missing from the CHRI database. Unless all dispositions are available to decision-makers, defendants may appear to have significantly less official criminal activity on paper than they actually have. In some instances, a convicted felon may even appear to have no criminal past at all.

Law enforcement officers, state's attorneys, other government officials, and the general public regularly conduct background checks using CHRI maintained by the Illinois State Police. They rely on the CHRI database to help identify repeat offenders, determine eligibility for certain jobs and licenses, and to stiffen sentences of individuals convicted of second offenses. For background checks to be effective, the CHRI database must contain accurate and complete information about court dispositions and sentences for all felony and class A and B misdemeanor offenses committed in Illinois.

When court disposition records are incomplete, police agencies, judges, and prosecutors are unable to make informed arrests and case decisions. Unless all dispositions and arrests are available to decision-makers, defendants may appear to have significantly less official criminal activity on paper than they actually have. In some instances, a convicted felon may even appear to have no criminal past at all.

The consequences of inaccurate and incomplete court disposition information are far reaching and pose real dangers to police officers and citizens. In addition to court disposition information appearing on rap sheets, other information on the court clerk's criminal case history system is critical to justice decision making as well and should improve as a result of this project. Current problems include the following:

- Conditions of bond and/or sentencing may not be available to law enforcement so police lack crucial information when dealing with offenders and suspects.
- Witnesses and victims are frequently inconvenienced due to incomplete court calendar information. The outcome of court cases can be adversely affected by these errors if witnesses and victims fail to appear for needed testimony.
- Information available to intake officers at the Illinois Department of Corrections is frequently anecdotal and often available only from the offenders themselves due to lack of information from police and prosecution agencies.

- Because of felony dispositions missing from the state central repository, felons may be able to illegally purchase guns from licensed gun dealers who perform background checks that return incomplete or inaccurate information.
- Positive offender identification may become unnecessarily slow or even impossible. This could result in inappropriate release from custody by judges or police.
- Inaccurate or outdated warrant information may lead to citizens being repeatedly arrested for crimes they did not commit.
- Inaccurate data entry may lead to crimes being posted in error to an individual's rap sheet that they did not commit.
- When an arrest warrant is quashed and recalled by a judge, the records of all police departments are not updated simultaneously. This can lead to unnecessary arrests based on out-of-date information.

Why Court Dispositions Are Not Posted to Criminal History Records

The primary deficiency in Cook County that impacts its ability to accurately deliver timely and complete disposition and arrest information to the Illinois State Police is the inability of its justice information systems to robustly share electronic data across agency boundaries. At present, batch information exchanges take place, but data rejected during the execution of the batch uploads must be manually corrected (if corrected at all). As a result, the originators of the justice information continue to commit the same errors over and over again because they never receive corrective feedback.

The reporting system has had problems with data sharing. In 1999, the audit of Cook County's criminal history reporting system found that missing arrests, unrecognized statute citations, and tracking number errors prevented dispositions from being added to criminal history records. The Clerk's Office reports that more disposition submissions are accepted by the Illinois State Police now than in 1999. However, we need to make additional systemic enhancements to assure continued improvement.

State of Information Sharing in Cook County

A mixture of manual and automated processes characterizes the information exchange points between the Clerk's Office and other criminal justice agencies in Chicago, suburban Cook County, and the state of Illinois. Furthermore, the automated processes are either real-time or overnight batch delivery systems. This project will focus on information exchange between the Illinois State Police Bureau of Information and the Cook County Clerk's Office. From Monday to Friday, the Clerk's Office reports dispositions to the ISP in daily batches.

2.4.2 Technical Environment

The technical infrastructure of the Office of the Clerk of the Circuit Court of Cook County is divided into two major storage components: Mainframe and Client Web Server. The following are descriptions related to each component:

a. Mainframe Environment

The primary County Data Center is located in the Cook County building in downtown Chicago. The Office of the Clerk of the Circuit Court has approximately fifteen (15) court applications that run on a shared IBM mainframe.

- **Mainframe** – IBM Model 2094-405
- **Mainframe Operating System** – IBM ZOS
- **Enterprise Storage** – IBMMdl# 2105-F20 DASD storage with 1.6 Terabytes of storage capacity; IBMMdl# 2108 (on order) with 3.6 Terabytes of storage capacity; and IBMMdl# 3950 Tape Units.
- **Mainframe Printer(s)** – Xerox DocuPrint 2000 Series 180 MICR; IBM Model 6262; IBM Model 1145; and IBM Model 6400.
- **Mainframe Database(s)** - DB2 (one application); and VSAM (majority of existing files).

b. Client Server Environment

The Office of the Clerk of the Circuit Court utilizes Cook County's Wide Area Network which uses a TCP/IP protocol and acts as a common transport for all county wide enterprise traffic. The Wide Area Network is maintained by the Cook County Bureau of Technology.

- **eMail System** – Microsoft Exchange 2007 with Outlook mail client
- **Server Platform(s)** – Microsoft Windows 2000 & 2003; 5250 emulator
- **Server Applications** – Microsoft Office, Microsoft SQL – 2005; Cashiering, Case Management, Records Management, and HelpDesk. Middleware includes MQ Series and WebTek
- **PC Environment** – Over 600 Distributed PC's [248MB – 1Gig (Ram); 2.5– 4.0 Gigahertz (processor); and 40 Gig-100 Gig (hard drive)]; Microsoft Windows XP (operating system); Microsoft Internet Explorer (internet browser); Microsoft Office (major office application); Passport 3270 Emulation (mainframe terminal emulation); and GLINK terminal emulation.
- **HP XP Thin Clients** – Over 1500 Distributed HP XP Embedded Operating Systems.
- **Internet / Intranet Applications (including website)** – HTML; Java; Visual Basic; .Net; XML and SQL.

c. Criminal Environment Profile

The current criminal division's application is approximately 30 years old. It has been designed as a main frame solution with VSAM as data collection and CICS/COBOL as application language. The application has served the criminal division's needs with interfaces to various criminal justice agencies such as Chicago Police Department, Illinois State Police, Cook County Sheriff, State Attorney's Office and others.

Current application inventory is as such:

- Batch programs - 1,112
- On-line Programs - 384
- VSAM files - 84
- Indexes - 128
- Batch Production Procs - 2,860
- Batch Prod Procs (in test) - 212
- Production Job libs (in test) - 4

2.5 System Requirements

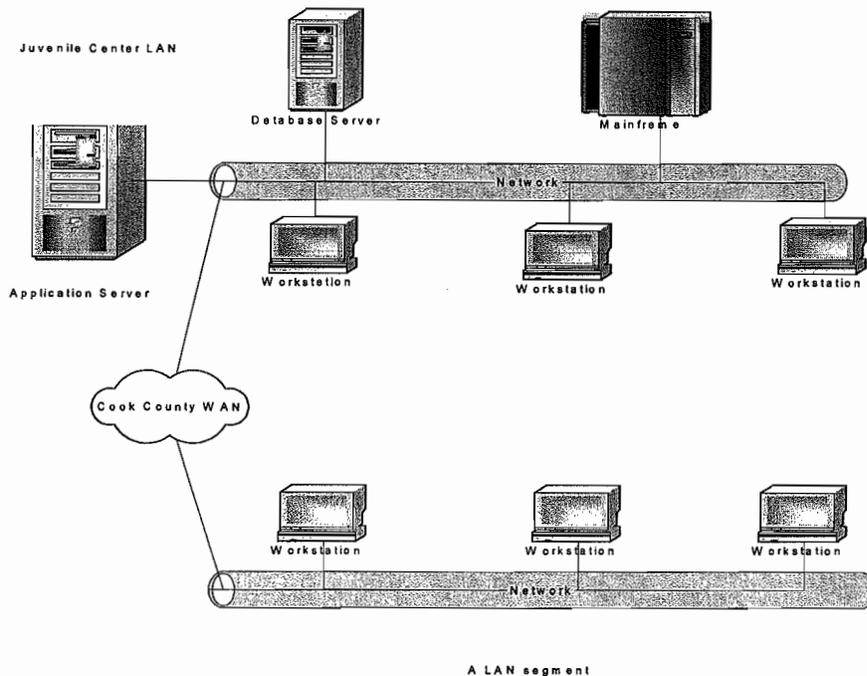
The following are additional requirements that the Clerk of the Circuit Court deems important and critical to the success of any project.

Integration with Existing Wide Area Network (as applicable)

The entire Proposed System shall integrate fully with the County's existing wide area network (WAN) as appropriate. All servers and/or storage networks proposed within the system solution should also be configured to reside on the County's WAN. The Cook County WAN is a fully digital network capable of compressing voice traffic and carrying that traffic over combined voice and data T1 and T3 facilities. The T1 and T3 circuits are provisioned for clear channel capability utilizing B8ZS extended super frame signaling.

The WAN utilizes the International Standards Organizations (ISO) Open Systems Interconnection (OSI) reference model to support open systems interconnectivity. In addition, the WAN utilizes 802 standards that conform to the OSI Model at the Data Link and Physical Layers. These standards include specifications for Ethernet, which is the only Local Area Network that will be supported by the WAN.

TCP/IP is the network protocol that will be used for both Intranet and Internet transport of WAN information. The WAN transports frame relay and circuit switched traffic.



Network Devices and Wiring (as applicable)

The Consultant shall identify all components of networking equipment that shall be necessary in order to operate the Proposed System; such components shall not include data wiring, bridges, hubs, routers, switches or other wiring closet devices and hardware or any networking materials or equipment that reside within the wall plates of the wiring network. The Consultant shall be responsible for the supply and installation of all networking and communication devices that reside outside the wall plates of the wiring network. This may include modems and other communication devices necessary to complete the system.

Design Document

The Consultant shall deliver, a complete design document of the solution developed to include but not limited to:

- Database design and description of data flow and data structures.
- Network service and technical support.
- End-to-end process flow diagram.
- Prototype screen shots.
- Test plan for system acceptance.

Once the Consultant is selected, the Consultant shall work with CCC personnel to produce a final detailed design document. During this work phase the Consultant shall complete a process analysis to determine the method of implementation best suited for the workflow of the CCC.

Business Continuity Planning

The Consultant is required to submit a business continuity plan for its Proposed System that fully

describes the backup and recovery procedures of the system software, the database and the equipment in the event of a business disaster. Further, the Consultant will provide training to the CCC MIS Department as part of the comprehensive Disaster Recovery Plan.

System Response Time

All configured systems in response to this RFP must have response time for ordinary functions of less than 2 seconds for all local transactions and 3 seconds for all remote transactions. The CCC understands that response times will be impacted by the complexity of the function being performed, as well as the amount of data being processed by the system. Regardless of the complexity and function, the response time may not exceed 5 seconds.

System Support and Maintenance

- The Consultant must provide preventative and remedial maintenance as is necessary to keep the Proposed System in operating order for the CCC or work with the CCC MIS Bureau to identify and retain this service.
- The Consultant must define, ***in detail***, what services will be considered maintenance versus enhancements, versus upgrades and provide the projected costs for each category.
- The Consultant must also provide help desk support capabilities for at least one (1) year after Final Acceptance date.
- The Consultant shall define all maintenance service levels available to CCC following Final Acceptance of the System.
- The Consultant must specifically address how the system can function if the system is down or servers are disabled.
- The Consultant must provide backup and restore procedures for all stored information, application and security features within the proposed solution.

Consultant Commitment to System Implementation

Consultants shall be required to work with CCC staff from the time a Contract is executed through the time of system installation, final acceptance by the Clerk of the Court, and post implementation activities are complete.

Project Time Frames

Consultants shall work within a given time frame, which shall permit the development and installation of a fully operational system in the Criminal areas affected by the project. All project activities should be completed by 2012. Knowing the deadline, the Consultant shall provide a project timeline, in Microsoft Project, outlining the task, resources, milestones and deadlines for the given project.

Implementation and Deployment Plan

Implementation of the Improved Disposition Reporting System will be in the Criminal Bureau of the Office of the Clerk of the Circuit Court of Cook County.

While there are many deployment methods available to the Clerk of the Circuit Court, the ideal deployment strategy is to leverage resources and minimize risk by taking an incremental phase approach to the automated timekeeping development and implementation efforts. The phased approach should include the use of functional and organizational rollouts and pilot sites.

The Consultant shall also include as a part of the Implementation Plan an installation plan for the hardware and software. For the installation to be complete, the system must have all hardware and peripherals attached, the software loaded, and all functions of the system being fully operational as outlined in this RFP. The Consultant shall solve any installed software and hardware problems incurred for at least one year after the Final Acceptance and shall be responsible for resolving all problems resulting from the initial implementation for both hardware and software.

Team Structure / Project Leadership

In order to have an effective deployment, a well-trained and experienced team should be put into place. The lead implementer should not only demonstrate experience in relevant industries, but also be able to manage the interest of multiple groups. To have successful implementation, the Consultant must be able to build a partnership that includes contractors and Clerk of the Circuit Court employees. The Consultant team will also be required to follow the Clerk of the Circuit Court, Project Management Office's team structure approach, already in place.

The Consultant shall provide the CCC a list of all personnel who may be assigned to the project and their designated assignments. The list shall include the qualifications of each person named. The CCC may at any time request, in writing, the removal of any of assigned personnel of a Contractor for cause and the Contractor shall forthwith furnish to the CCC other acceptable personnel within ten (10) days of notification. The Contractor shall be fully responsible to the CCC for all work performed pursuant to this Agreement by selected Consultant's employees, subcontractors or others who may be retained with the approval of the CCC.

The Consultant must also designate a project manager who resides locally and shall be assigned to this project for the duration of the Contract. The project manager must have good communication and interpersonal skills, be technically qualified, have project leadership experience, and be familiar with and committed to the project's objectives and requirements.

The project manager shall be responsible for communicating all project related affairs to the project team and management of the CCC, as well as controlling the activities of the selected Consultant's personnel and its subcontractors.

The project manager shall work closely with the CCC management to reach mutual agreement on key activities, milestones, and tasks that must be reported by the project manager.

The project manager shall submit to the CCC management reports on a weekly basis which include, but are not limited to:

- An activity scheduling, using MS Project Software, that shows major project activities with durations and dependencies. The schedule must depict work planned versus work accomplished over a plotted time line and identify milestones and deliverables.
- Project status report that concisely lists the tasks accomplished for the week, the tasks planned for the next week, and any outstanding issues and recommendations.
- Status reports shall include the System Testing Demonstration and review results, as well as the results from parallel testing and production installation.
- Issue list and risk mitigation plan with escalation process.

Testing & Training / Knowledge Transfer

The Clerk of the Circuit Court recognizes that system testing is an integral part of any implementation. Developing the right methodologies, tools, and procedures is essential to system testing. The minimum requirements for testing plan include, but are not limited to, the following items:

- Overview and introduction of system features and functions.
- Outline of testing strategy.
- Scope and expected duration of each testing phase (i.e., unit testing, integration testing, user acceptance testing, etc.).
- Identify any systems function that will be tested.
- Description of the level of detail for test cases and scripts for all testing phases, including end-to-end testing.
- Sources of tests data and description of how the data will be prepared.
- Description and technical information for any special equipment required with the system.
- Description of the procedure for tracking the resolution of any problems encountered during testing.
- Description of the criteria that will be used to determine whether tests have been satisfactorily passed.
- The Consultant will be asked to define its Training Plan and procedures for this project.

The Consultant must provide customized training manuals, including but not limited to end user, trainer and train the trainer manuals, as well as provide measurable outcomes. The Consultant must be able to train on-site and have the capability for web-based training.

Additionally, a transfer of technology skills for designated members of the CCC staff shall be a part of the overall training plan and ongoing throughout the duration of the project. Documentation to complement the knowledge transfer is required.

The Contractor shall provide training to CCC management and end-users of the system prior to Final Acceptance, so that CCC personnel are knowledgeable enough to execute test scripts. The Contractor must train the CCC staff on the Proposed System software applications and hardware.

User and Technical Documentation

Documentation must be available with the proposed system, in both an electronic and hard copy format, including a data element dictionary, and context-sensitive on-line help text with the customizable help screen. The Consultant will be asked to list the documentation that will be provided for this project.

During System Testing and prior to Final Acceptance, the Contractor shall prepare and deliver three (3) written or published copies of Documentation and one (1) electronically formatted copy. The Documentation provided should include detailed documentation of the security, audit, and control options provided by the system, and those that were actually implemented as part of the system installation, which includes, but not limited to the following:

1. General systems information
2. Workstation descriptions
3. User functions
4. Inquiry / Query functions
5. Output specifications
6. On-line updates
7. Administrative functions
8. HELP information
9. Jobs/programs/systems/operations documentation
10. Program identification
11. Functional descriptions
12. Frequency of operations
13. Rerun and restart procedures
14. Messages
15. Input and output requirements

CCC shall have the right to reproduce the user Documentation for its use.

Service Level Agreement

The Consultant will provide the service levels to which they will perform, methodology used to measure and report against service levels, and the remedy the Consultant will provide the Clerk of the Circuit Court should service levels not be satisfied. Consultants must respond to service levels listed and are encouraged to include any additional service measures and to suggest credits to be awarded should the service not be met. The Consultant will be asked to submit proposed service levels for this project.

2.6 Key Personnel –

James R. Fermin (key personnel) – Project Manager

3. DELIVERABLES

The successful Consultant will provide the following deliverables

- Capable Personnel specified in scope of work
- Status Reports
- Issue Reports
- Timeline
- Requirement docs for system build
- Developed programs and transactions
- Documented code
- Knowledge Transfer
- Training
- User acceptance testing



5. Proposed Plan of Action / Program Plan

5.1 Our Understanding

By federal mandate, the Cook County Clerk of the Circuit Court is required to submit court dispositions to the Illinois State Police's Criminal History Reporting Information System with a 95% or better accuracy rate. CCCCC currently performs a daily batch process to comply with this mandate. With an estimated caseload of 2.4 million cases, audits over the last 5 years have demonstrated that CCCCC achieves an estimated accuracy rate in the mid-to-high 70th percentage annually.

Error analysis has been attempted with limited results and limited improvement in this accuracy rate recently, but these efforts have uncovered certain areas of deficiency in the data flow "ecosystem" for court dispositions. These areas of deficiency currently include the following:

- ◇ **Errors are not identified prior to transmission to ISP** – CCCCC currently exchanges data via batch exchange to the ISP, but data rejected during the execution of the batch uploads must be manually corrected (if corrected at all) resulting in the same errors recurring without corrective action taken. These errors take much time and effort to investigate and resolve and, at times, unfortunately do not get addressed until well after original transmission, if at all.
- ◇ **Errors are generated due to data capture errors ultimately preventing dispositions from being added to criminal history records** – The court dispositions data "ecosystem" consists of a mixture of manual and automated processes and interfaces, both real-time and batch delivery, spanning the Clerk's Office and other criminal justice agencies in Chicago, suburban Cook County, and the state of Illinois. All of these points of data capture and transfer are prone to errors (missing arrests, unrecognized statute citations, tracking number errors, etc.) which ultimately propagate throughout the Clerk's system causing dispositions from being added to criminal history records.

Unresolved, these errors have profound and far-reaching effects throughout the criminal justice system of Cook County and the State of Illinois, at large, and ultimately diminishes the overall effectiveness of law enforcement agencies.

Recognizing the need to address these issues, the Clerk of the Circuit Court seeks implementation of a solution that will target an improvement of its data accuracy rate for court dispositions to 95% or better by 2012. CCCCC's general objectives as stated in the RFP are the following:

- ◇ **Implement a COBOL/Mainframe program / interface which will:** 1) perform edit checks on records prior to submitting them to ISP; 2) perform edit checks on records rejected to CCC for correction; 3) facilitate the user's correction of identified errors; and 4) facilitate resubmission of corrected records to ISP.
- ◇ **Implement Business Process Re-Engineering at the Clerk's Offices where the new COBOL/Mainframe program has impact on the organization and its processes as well as where recommended and applicable for the improvement of data capture, quality, and auditability throughout data flow and processes handling court dispositions within the Clerk's Systems.**
- ◇ **Implement a system transaction designed to find and resubmit missing records in order to reduce the backlog of missing dispositions or related information.**

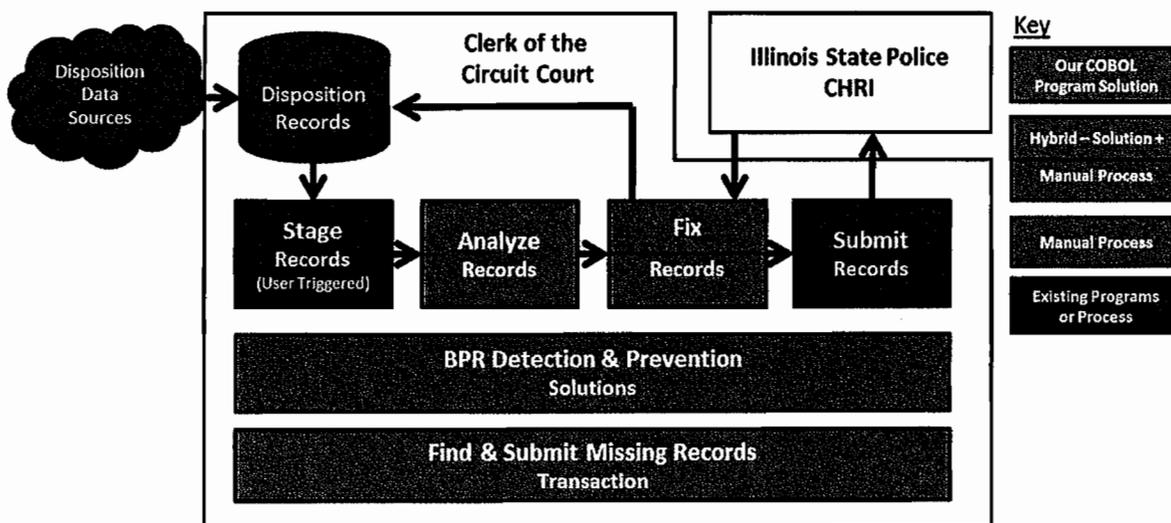
To achieve these objectives, the solution shall include analysis, design, development, and implementation of COBOL / Mainframe software as well as BPR solutions in an effort to improve the Cook County Clerk of the Circuit Court's disposition reporting accuracy rate to meet or exceed the federally mandated minimum of 95%. This proposal outlines why our solution and team are the right solution and team for the Cook County Clerk of the Circuit Court's Improved Disposition Reporting System Project.



5.2 Our Solution

5.2.1 Overview

Clarity Partners proposes to deliver a COBOL Program designed to identify errors prior to submittal to the ISP, identify errors in records rejected after submittal to the ISP, and facilitate error resolution on both current and past submittals to the ISP. The implementation of this software will require business process re-engineering which shall be delivered as part of an overall solution designed to improve the Clerk's disposition data accuracy rate. Post-implementation, the solution contemplates the need for a clerk or analyst to facilitate regular operation of this mainframe program and any error resolution tasks required. The following diagram depicts the proposed solution. Green boxes indicate where a programmatic solution would be added to existing technical and functional processes. Gray boxes indicate where a BPR solution would be added to existing technical and functional processes. Blue boxes indicate existing processes or data flow elements.



To achieve this solution, Clarity Partners will undertake a project that includes first, a thorough identification and root cause analysis of errors (including but not limited to a review of historical errors, current errors, ISP error flags and criteria, systemic-originated errors, data entry or capture errors, potential internal and external interfaces causing errors to propagate within the Clerk's systems, etc.); second, a careful selection of highest-impact errors to target detection and facilitate resolution with the software; third, the design, development, and implementation of the COBOL program; and fourth, a BPR effort to modify existing processes to support error detection, prevention, and resolution as facilitated by the COBOL program. Throughout this project, undoubtedly, other areas for improvement will be identified that may not necessarily be in-scope for this project (i.e., external agency interface improvement, forward data-capture check edits at data entry screens, paper form improvements, etc.), but will be catalogued and reported for consideration by CCCC as a value-add service. The following describes in further detail these four phases:

Phase I: Error Analysis

Error prevention must begin with error detection which, ultimately, must begin with accurate error identification. The first step of our solution requires a thorough, disciplined, and complete identification of all error types experienced historically. This analysis shall also include a review of the possible factors



both historically and in the future which may cause further errors to be incurred but not identified at the time of this project (i.e., future legislation changes to record-keeping requirements, etc.). After this analysis is performed, and because the extent of the severity, volume, and level of effort required to develop a program to effectively detect all of these errors is unknown at this time, Clarity Partners will present its findings to CCCC and recommend which errors to proceed with in developing the COBOL program in light of remaining budget and time for the project. This recommendation may include all errors identified or a subset of the errors identified depending on the level of effort estimated for each error type. This phase will end with a presentation of findings in an "Error Analysis Report" to CCCC and an agreement on how to proceed with the remaining budget in light of the estimated level of effort. We expect this phase to require approximately 2-3 months and will require primarily functional resources with support from technical resources.

Phase II: Design

After definitive error identification and selection has been completed, Clarity Partners will undertake a high-level and detailed-level design effort to target the specific errors identified and selected for detection and prevention from Phase I. The design effort will take the Error Analysis Report from Phase I and first, design systemic or process methods as applicable to detect each error, then second, design appropriate error-trap coding logic and/or process-trap steps to detect the error. This effort will be undertaken as a collaborative effort between our team and key client functional and technical experts as we expect the effectiveness of this design to be highly dependent on the CCCC's "awareness" of existing systems, processes, and methods in the disposition data ecosystem which only Clerk staff may be able to provide. Clarity Partners will present its designs to CCCC for review and approval before moving on to the Develop & Test Phase. We expect this phase to require approximately 2-3 months and will require both functional and technical resources.

Phase III: Develop & Test

After the Design Phase is completed, the Clarity Team's COBOL programmer along with any COBOL programming resources that are necessary from the Clerk's Office will undertake development and testing of the COBOL program. In parallel, our team's project manager along with appropriate functional resources from the Clerk's Office will develop proposed BPR changes to support the COBOL program as well as any BPR changes identified to detect and prevent errors from Phase I. This phase will require unit testing and possible iterative releases of the COBOL program and BPR updates to ensure error detection is occurring as designed on both outgoing disposition records and returning disposition records from the ISP. The final step in this phase will be a User Acceptance Test where all features of the solution will be tested and accepted by appropriate functional and technical users within the Clerk's Office. We expect this phase to require approximately 4-5 months and will require both functional and technical resources.

Phase IV: Implementation

After a thorough and iterative development and testing phase, the final phase will involve documentation of the solution, policy and procedure modification, approval, and implementation, training, and go-live activities. We expect this final phase will require approximately 1 month and to involve all users impacted by this solution.

5.2.2 Functional Description

Stage Records: A clerk user will stage the disposition records to be submitted to the ISP on a daily basis. These records will be generated as normally from the existing process used to obtain these records from the Clerk's Systems.

Analyze Records: The user will then run the COBOL Program from our solution to detect potential errors in this set of records. The COBOL program will produce a report flagging each record detected



which has a potential error, the field or fields which are causing the errors if applicable, and the recommended error-resolution path to undertake. These error-resolution paths will be defined as part of Phase I: Analyze during root cause analysis of the errors.

Fix Records: The user will then facilitate error resolution based on the recommended error-resolution path and involve the appropriate operational and technical resources for their resolution. The user may choose to correct a certain number of records on the Clerk's systems real-time and regenerate the batch of records for a second pass through the COBOL program. But, if the user must first correct a record and finds that it will take longer than a pre-determined amount of time as determined by BPR policy development (perhaps, 24 hours), the program may be designed to allow the user to then have the option to "pull" this record from the batch and leave in a "error-catch" staging area for resolution at a later time, and then, submit the set of records without errors to the ISP. Once the user is satisfied with the batch of records during the "Fix Records" Step, the user may generate a final batch for submission to ISP. The program, as warranted by design, may be designed to maintain: a record of those disposition records submitted to ISP, any records "pulled" from the batch and left temporarily in the "error-catch" staging area, and the records' submission dates. The user must take the time necessary to facilitate resolution of the errors in these records as appropriate and as deemed allowable by CCCCC policy and procedure, otherwise, the program may be designed to set to automatically add the "pulled" records to the next ISP submission or at some future ISP submission. Exact implementation of the program's functionality will be informed by Phases I and II, Analysis and Design.

Fix Rejected Records: The same steps from the above process described in "Fix Records" will be undertaken upon receipt of any flagged records returning from the ISP. The program will be designed to read and interpret the error codes or messages, as applicable and appropriate, from ISP and determine potential fixes necessary to return these records to ISP. These records will be automatically "pulled" into the error record staging area and kept until a resolution can be facilitated by the user.

Find and Submit Missing Records (Transaction): The COBOL program will include a transaction designed to find and produce a report to facilitate their resubmittal to ISP. This feature may or may not be part of the actual main COBOL program but rather a separately called module, and exactly how this transaction will be implemented will be determined during Phase II: Design.

BPR Solution Features: Other solution features that will potentially be part of the Functional Solution may include clerk training and/or memorandums to raise awareness of potential errors committed during data capture, communications to external agencies, process changes required due to newly updated data edit checks or updates to internal programs. These will be determined during Phase II: Design.

5.2.3 Technical Description

Our solution utilizes COBOL programming language in a COBOL program which will be designed to be accessed and executed from within the Clerk's existing mainframe environment. The program will be executed against the applicable flat file (either VSAM or the file as generated for submission to ISP) and will read records into system memory. The program will then perform error detection logic which will flag all records containing potential errors. The program will produce a file output and/or report that lists all records flagged for error resolution. The output will provide the user with an identifying record number or index, as appropriate, in order to facilitate error resolution within VSAM or any other data store requiring update as a result of the flagged record. The program can be rerun several times until a satisfactory percentage of errors has been corrected.

The following statements further describe our solution's technical features in response to system requirements as required responses by the RFP:



Integration with Existing Wide Area Network – Our solution will not require special integration with the existing Wide Area Network beyond what is currently utilized by existing mainframe programs.

Network Devices and Wiring – Our solution will not require additional network devices or wiring beyond what is currently utilized by existing mainframe programs.

Business Continuity Planning – Our solution will follow existing business continuity planning protocol within the Clerk of the Circuit Court's IT strategy as it applies to mainframe programs.

System Response Time – Our solution will follow existing response time conditions within the Clerk of the Circuit Court's IT strategy as it applies to mainframe programs.

System Support and Maintenance – Our solution will provide a staff person at 10% FTE preventative and remedial maintenance as is necessary for 30 days after implementation as part of post-implementation support. Services considered as maintenance are defined as any code or logic changes required to existing code or logic delivered for Final Acceptance and do not represent a substantial re-working, modification, or addition to existing code or logic delivered for Final Acceptance. Services considered as enhancements are defined as any code or logic changes required which do represent a substantial re-working, modification, or addition to existing code or logic delivered for Final Acceptance (i.e., additional functionality, additional error-checking logic, etc.) Help Desk Support shall be delivered via a staff person at 5% FTE via phone support and onsite intervention only when reasonable and necessary to ensure proper functioning of the delivered software for 1 year after Final Acceptance Date. In the event of a mainframe system outage, the software will follow existing disaster recovery and backup restore protocol as defined by the Clerk of the Circuit Court's existing IT strategy.

Proposer Commitment to System Implementation – Our team will work with CCCCC staff from the time a contract is executed through the time of system installation, final acceptance is made by the Clerk of the Court, and post-implementation activities have been completed. Our project manager will work to ensure that all project activities are completed by the project end date and will proactively inform CCCCC of any possible shifts in dates throughout the project and their reasons. Our project manager will provide regular status reports and will track progress on a project timeline whose format will be determined with CCCCC during project initiation activities.

Team Structure / Project Leadership – Our team will work with CCCCC staff to determine the most effective approach for collaboration and identify key subject matter experts required throughout various times in the project. Our team, as described in subsequent sections, will work to successfully integrate itself into the Clerk's work environment so as to be a complementary task force to the existing organization structure, rather than a distraction to ongoing operations. Our team's past experience, technical skills, and industry knowledge will serve to ensure establishment of an appropriate client engagement approach and ongoing, effective project leadership.

Testing & Training / Knowledge Transfer – Our solution will deliver an overall test plan, customized training materials, knowledge transfer to functional and technical staff as appropriate, and provide on-site training during Phase IV: Implementation.

User and Technical Documentation – Our solution will deliver a data element dictionary, training materials, and help desk support documents for ongoing operation of the solution.

Service Level Agreement – Our solution will provide reports as often as the user executes the program. The time it will take to generate the report is undetermined within this proposal as it will depend on number of records being analyzed, mainframe system response time, any other environment factors which may affect IT processing time (i.e., network traffic, other program being run, etc.). Our solution SLA will be estimated during Phase II: Design and finalized towards the end of the project in Phase III: Develop and Test when the program, as designed, can be run against actual operational data from the production environment.



Key Personnel / Subcontracting or Teaming – Our team will be comprised of highly experienced staff resources with applicable skills and background. Our proposed team may be reviewed in detail in “Section 4: Staff Qualifications.” In the case where a staff member becomes unavailable for some reason before or during the project, Clarity Partners will make every effort to replace that staff with staff that has similar or greater skills and background as the person replaced.

Deliverables – Our solution will provide the following deliverables as required by the RFP: 1) capable personnel specified in the scope of work, 2) status reports, 3) issue reports, 4) timeline, 5) requirement documents for system build, 6) developed programs and transactions, 7) documented code, 8) knowledge transfer, 9) training, 10) user acceptance training.

5.2.3.1 Testing Strategy

Testing Overview

The Clarity Team proposes a multi-tiered testing strategy that includes the following levels of testing for all software functions included within this project:

Unit Testing

- ◇ Unit & System Testing
- ◇ Integration Testing
- ◇ Regression Testing
- ◇ User Acceptance Testing (UAT)

Of these, the CCCCC staff will be expected to actively participate in the UAT. The detailed description of what these testing activities will entail will be contained in the Test Plan, which will be created at the beginning of the Development phase.

The Test Plan will be used to outline the design and development of the artifacts used to organize and execute all aspects of the project software testing effort.

Deliverable	Test Plan
Description	The Test Plan deliverable consists of the artifacts listed below: <ul style="list-style-type: none"> • Test Plan • Test Scripts for User Acceptance Testing
Acceptance Criteria	The Test Plan defines and organizes the test coverage, test methods, and test responsibilities in accordance with the Detailed Design and in accordance with requirements and feedback from CCCCC Subject Matter Experts during informal and formal test script design reviews. Test Scripts organize and define the expected software behavior and results for each system function in accordance with the Detailed Design and with feedback from CCCCC Subject Matter Experts during informal and formal design reviews.
Authorized Approver	CCCCC Project Sponsor

User Acceptance Testing

The objective of User Acceptance Testing is to conduct UAT and prepare the application for further system-wide tests. UAT allows the end user to begin “hands on” testing at the earliest opportunity in the development lifecycle.

During User Acceptance Testing, the end users test each function on-line and compare the results to expected system behavior. The end user tests the relevant application functions using the appropriate



Test Scripts and the results are recorded by the Clarity Team. These tests are conducted using test scripts developed by the Clarity Team during the Develop Phase of the project.

User Acceptance Testing during the Test and Train phase enables the end users to begin "hands on" testing of application features at the earliest opportunity in the software lifecycle and improves overall software quality.

Deliverable	User Acceptance Testing
Description	The UAT Plan consists of the artifacts listed below: <ul style="list-style-type: none"> • List of functions to be coded • Demonstration of the relevant function behaviors • List of functions for UAT • Recorded UAT Results • Approved Fixes
Acceptance Criteria	Function code meets acceptance when all of the expected behaviors associated with the function as documented in the appropriate UAT Test Script including approved fixes are demonstrated by actual execution of the code.
Authorized Approver	CCCCC Project Sponsor

5.2.4 Key Benefits

- ◇ **Focus on Root Cause Analysis of Potential Errors throughout Clerk's Disposition Reporting System** – Our solution first seeks to identify all possible errors then narrows down its implementation focus to the highest impact, highest estimated increase of disposition reporting accuracy, thus capturing the "universe" of possible errors, but then targeting programming efforts on the detecting errors which will produce the highest increase in accuracy if prevented.
- ◇ **COBOL-Based Batch Program Solution** – requires no additional external software or hardware for purchase to accomplish solution, nor any additional maintenance for new hardware or software.
- ◇ **Team Familiarity with Clerk's Systems** – All members of the proposed team are accomplished in their respective fields and uniquely understand the Clerk's systems from first-hand experience.



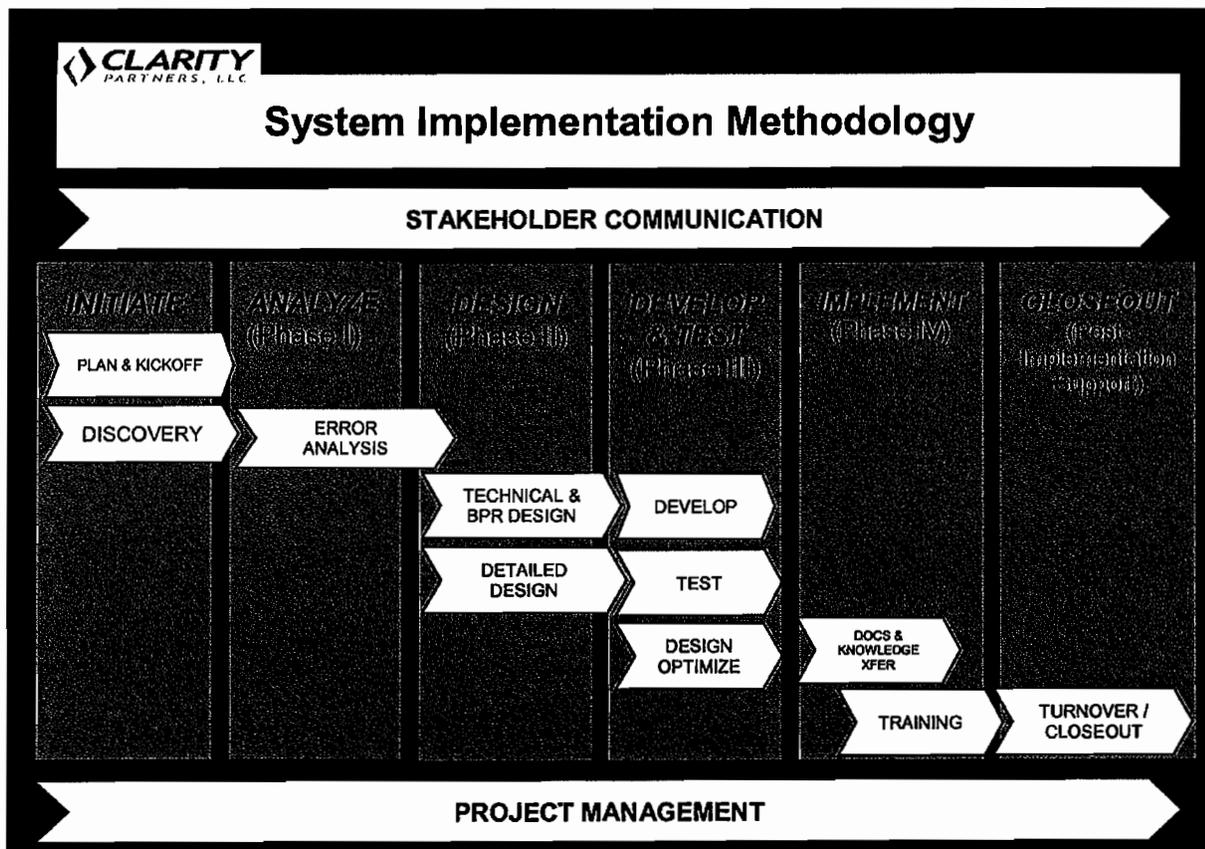
5.3 Our Approach

5.3.1 Overview

Clarity Partners approaches all projects with the guiding principles of client partnering, superior project management and excellence in service delivery. Guided by these principles, combined with industry best practice approaches to effective project management and service delivery, the Clarity Team is well positioned to deliver a successful outcome the CCCC on this important initiative.

The Clarity Team proposes to leverage an approach and methodology that has been proven effective over dozens of system customization and implementation projects. This approach and methodology is structured to ensure that the Clarity Project Team employs the proper rigor throughout the entire project lifecycle, while also maintaining the flexibility necessary to ensure that the newly established Disposition Error Detection Program is unique to the Clerk of the Circuit Court's Systems taking into consideration the key requirements to address not only the needs of CCCC's management, internal customers, and patrons today, but also maintains a flexible architecture to allow for the needs of tomorrow.

The following diagram outlines the proven, flexible Clarity System Implementation Methodology to ensure the project is governed by an appropriately tailored, risk managed project management approach and provides a framework for ensuring the realization of the Department's goals.



Our project management and systems implementation methodology combined with CCCC's IT methodology for system development projects and our team's mutual guiding principles of client partnering, project management excellence, and best-of-breed approaches will provide CCCC

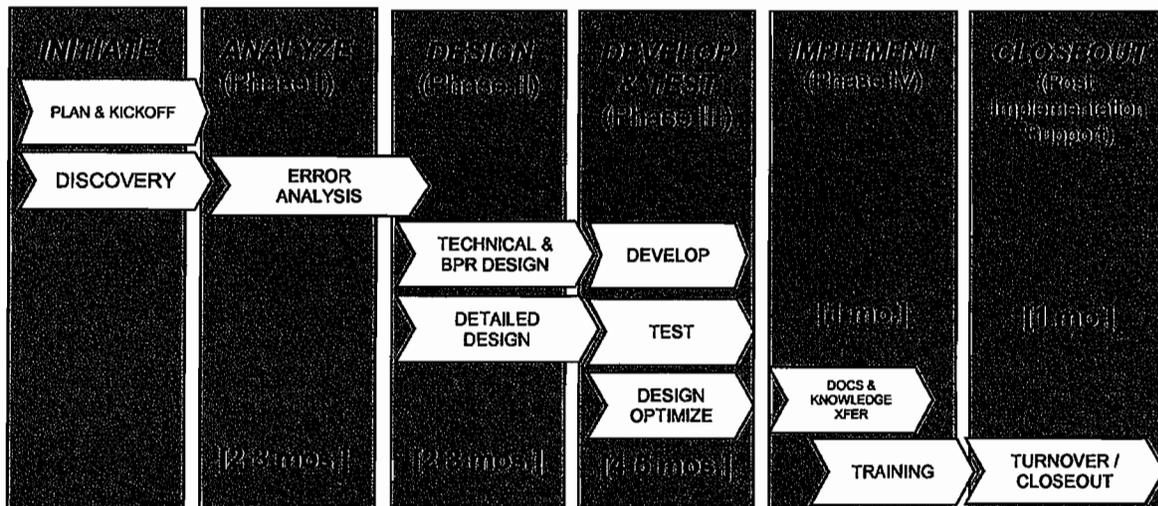


assurance that the implementation will be managed efficiently, effectively, on-time, and on-budget. Our project management team is experienced and PMP methodology and has tailored industry best practices to suit a wide variety of public sector clients thus ensuring sensitivity to a client's existing processes, methodologies, and environments. We firmly believe that these practices along with a clear view of CCCC's project goals will serve to establish a strong project management foundation for project success.

5.3.2 Implementation Plan

5.3.2.1 Proposed Timeline

The following GANTT chart illustrates a proposed order of activities with a target of completion of 12 months based on the information provided in the RFP. Our proposal estimates approximately 2-3 months each for Phase I: Analyze Errors and Phase II: Design depending on complexity encountered, approximately 4-5 months for Phase III: Develop & Test, and 1 month for Phase IV: Implementation.



5.3.2.2 Approach to Implementation

In general, technology projects can be quite large and complex, which also means they can be costly and therefore carry a significant level of risk to an organization. Unfortunately, some projects do fail. Projects fail most often because of poor communications between the project team (comprised of internal and external resources) and business professionals and a lack of sound project management skills and procedures. In a rush to deliver value to the client, project teams often do not spend enough time defining and communicating the business drivers of the project, user requirements, and measures for success. The result is an "expectations gap" that invariably causes problems down the road.

Fortunately, we employ methods to minimize threats to the successful completion of our clients' projects. We leverage the following four processes that are outlined below to ensure that our clients' projects are successful:

- ◇ Project Management Methodology
- ◇ Scope and Change Management
- ◇ Risk Management Planning
- ◇ Issues and Action Management
- ◇ Quality Management Planning



5.3.2.2.1.1 Project Management Methodology

At Clarity Partners, we utilize a proven, comprehensive project management approach to facilitate the seamless integration of cost-effective solutions. As our name reflects, we partner with our clients, from project inception through completion, to ensure implementation of a strategically aligned solution that delivers measurable results. Clarity's project managers each possess strong, practical experience in successfully applying the practices and principles supported by the Project Management Institute's (PMI) Project Management Book of Knowledge (PMBOK).

5.3.2.2.2 Scope and Change Management

To eliminate one common cause of critical mistakes, Clarity will spend the time necessary to communicate expectations and requirements at the beginning of the project. We work with our clients to develop a clear and complete understanding of the project's short- and long-term goals and document these as project success factors.

We help to set expectations through two primary documents:

- ◇ **Project Scope Statement** – This describes the purpose of the initiative, goals of the initiative, the functionality/components of the completed deliverables, and the critical success factors
- ◇ **Project Plan** – This outlines the tasks to complete each deliverable, dependencies for each task, as well as the estimated time and resources required to complete each task

The key to a successful project implementation is communication. Clarity promotes a team approach to managing projects that includes all project participants as one team committed to a common goal. This approach fosters open communication. We also perform the following planning and monitoring functions to assist with project communication:

- ◇ **Project kick-off meeting** – conducted with key team members to establish roles, determine strategy, set project management meeting times, etc.
- ◇ **Initial analysis** – conducted to provide all involved with the ability to meet and understand their role as a member of the team.
- ◇ **Status meetings** – conducted with all necessary participants to review project plans, status/progress, and concerns. These meetings are documented to provide an audit trail.
- ◇ **Written progress/status reports** – produced on a regular basis, detailing progress to date, milestones achieved, plans for the next reporting period, and any unresolved issues or problems.

5.3.2.2.3 Risk Management

Clarity Partner's risk management strategy includes the following six steps that are implemented as an iterative process: (1) Identify; (2) Analyze; (3) Plan; (4) Track; (5) Control; and (6) Communicate. The documents used throughout this process are the Risk Management Plan, the Risk Log, and Risk Response Plans. The Risk Management Plan documents the approach the project team will take to manage risk. It defines how risks will be identified, how risks will be analyzed, how we will respond to risks, how risks will be monitored and controlled, and our assumptions. The Risk Log describes the individual risks, the areas of the project affected, their causes, and how they may affect project objectives. The Risk Log also classifies the risks, assigns probability and impact, and ranks them. A Risk Response Plan is developed for each risk and documents how the identified risk will be mitigated and includes fallback plans. Risk response planning must be appropriate to the severity of the risk, cost effective in meeting the challenge, timely, realistic within the context of the project, agreed upon by all parties involved, and owned by a responsible person or persons. It lists options and actions to enhance opportunities to reduce threats to the project. It assures that all identified risks are properly addressed.

We follow these general risk management guidelines:



- ◇ All risks should have a mitigation strategy, regardless of probability and potential impact
- ◇ Risks with high probability and high potential impact should have a contingency plan
- ◇ Risks should be reviewed at least every 2 weeks (update as necessary)

As a practical matter, our project managers report client risks that we discover even when they are unrelated to our project or scope of work. This is just one more way in which Clarity acts as a true partner with our clients.

5.3.2.2.4 Issues and Actions Management

Clarity Partner's approach for managing and resolving issues and actions is to collaborate with our clients to implement the following measures during the project:

- ◇ Regular Status Meetings where issues and actions are reviewed, discussed, and resolved regularly.
- ◇ Issue and Action Log distributed to project team members and client personnel to track progress, resolve, and close project issues and actions.
- ◇ Well-Defined Escalation Procedure – if issues and actions are not being resolved in a timely manner and expediting is required from executive sponsors or project directors, project management will establish an escalation procedure to handle such items.

5.3.2.2.5 Quality Management

Clarity Partner's approach for managing quality includes three major processes:

- ◇ **Quality Planning** – This focuses on our efforts to identify the pertinent project standards or metrics and how to comply with them during the beginning of the engagement. A Quality Plan is created to document how the quality policy will be implemented. It contains quality standards, tools, and completeness and correctness criteria for the product and/or processes.
- ◇ **Quality Assurance** – This process is associated with the methods used to create the deliverables. The most effective activity for quality assurance is our formal quality assurance review and audit performed periodically by one of our Project Administrators. In the quality review, we ask questions about the processes used to create the deliverables to ensure they are sufficient. The other aspect of a quality audit is to review the processes that the project team has established. Another quality assurance activity is our use of a proven checklist to ensure that a standard deliverable process was followed. We leverage our checklist to monitor deliverable completion dates, deliverable review dates, validation that all action items were completed, customer approval dates, project issues and risks, etc.
- ◇ **Quality Control** – This process involves monitoring the specific project result or end product to determine if it meets the quality standards and criteria outlined in the Quality Plan. Depending on the type of project, the following activities are examples of quality control tasks that we may employ:
 - Deliverable walk-through
 - Checklists to ensure that deliverables meet system design requirements and contain all of the necessary information
 - Peer reviews/technical reviews/code reviews
 - Reuse of proven software
 - Thorough testing processes (unit testing, integration, system, regression, and user acceptance)
 - Standards to ensure consistency
 - Structured methods to ensure standard and proven processes are used
 - Quality and Issues Log



Testing is the last step to ensure that the solution we deliver is of the highest quality possible. Many people think of testing in terms of making sure that the solution satisfies the requirements and that the solution is free from defects. However, at Clarity this is the bare minimum. We think of test plans in terms of proving overall reliability and making sure the solution will work in the exact environment that it will encounter in production. We understand that the solution cannot fail over time and that the results produced need to be consistent and reliable.

5.3.3 Transition Plan

Clarity Partners proposes the following approach to transitioning the software from project management ownership to client ownership:

- ◇ *Identification of a Client Personnel "Superuser":* The project team will consist of the Clarity Partners staff combined with at least one key client resource who will serve as SME, liaison to facilitate inter and intra-organizational project activities, and, ultimately, the "super-user" of the software system. This Superuser shall be involved from beginning to end of the project and will be involved to learn, assist in configuration of the system, and manage the system.
- ◇ *Early Involvement with User Community:* The project team will conduct several user-training/system review sessions where a select and representative number of users will participate in system review early in the project to ensure a comprehensive survey and implementation of all requirements. These users will ultimately serve as change / transition agents for the client organization during testing, training, and go-live.
- ◇ *Effective Training Program:* The proposal includes comprehensive training on all aspects of the system and will be directed toward appropriate user groups. The training curriculum will be designed during Phase III: Design and Develop in collaboration with CCCCC to deliver the content and operational knowledge necessary. Clarity Partners training staff will rely on CCCCC to provide training environment resources as necessary. (i.e., including but not limited to PCs, mainframe access, overhead projectors, copies for manuals, room reservations, etc.)
- ◇ *Responsibility Transition:* The project team will begin transitioning responsibilities for systems administration, configuration and feature management to the Superuser along with other designated users as determined during the Design phase. This transition will continue through remaining phases until Closeout of the project and will be supported through post-implementation support.

5.3.4 Assumptions

5.3.4.1 General Assumptions

- ◇ Business Hours – With the exception of stated support hours, all business will be conducted during normal business hours (Monday through Friday, 8:00 a.m. to 5:00 p.m.)
- ◇ Resource Availability – CCCCC personnel will be available for quick turnaround on design, BPR, project management and other project issues.
- ◇ Resource Availability – CCCCC will provide appropriate work space, network and printer access, phone access, and other reasonable accommodations when Clarity Team resources work on site at the Clerk's office.
- ◇ Review and Approval Resources – CCCCC will arrange and identify the appropriate management resources for review and approval of decisions and resolve any issues that arise.
- ◇ Timely Review – CCCCC staff will review all deliverables prepared by Clarity in a timely manner.
- ◇ Status Meeting Availability – CCCCC staff will be available for regular status meetings.
- ◇ Delivery Dates – Actual project delivery dates will be mutually determined by Clarity and CCCCC taking into account the actual project start date.



5.3.4.2 Functional Assumptions

- ◇ Access to historical error reports from ISP and past disposition record submissions from CCCCC will be provided on a timely basis
- ◇ Access to any system documentation or staff knowledge of past attempts to address errors, whether via code or BPR intervention and their results will be readily available
- ◇ Access to ISP error-trapping criteria will be provided through documentation or direct interview with appropriate ISP representatives
- ◇ Our team will be provided access to all necessary and applicable process documentation, process owners, and CCCCC staff for necessary and applicable meetings, knowledge sharing, and information gathering activities.

5.3.4.3 Technical Assumptions

- ◇ Hardware and Software – CCCCC will pay for the cost of any necessary out of scope software, hardware, and equipment purchases.
- ◇ Access to the mainframe environment, both production and development, will be provided and/or facilitated through appropriate CCCCC resources so as to not impede project progress.
- ◇ Our team will be provided with all necessary and applicable programming resources on the Mainframe (including, but not limited to VSAM, testing area, test machines, existing programs, existing interfaces, etc.)

5.3.5 Key Benefits

- ◇ **Disciplined, Tailored, Proven Implementation Methodology** – Our project team brings deep project management experience with systems development, customization, configuration and implementations, and will ensure that the approach does not get in the way of project success, but rather enhances and accelerates it. It is our experience that projects must begin with a disciplined approach that is customized to meet the needs of our clients' dynamic environments.
- ◇ **Historical Experience of What it Takes to Complete the Project** – Our approach is characterized by years of experience through multiple past implementations informing better and better ways to accomplish key activities throughout the project plan.

5.4 Our Team & Resources

5.4.1 Overview

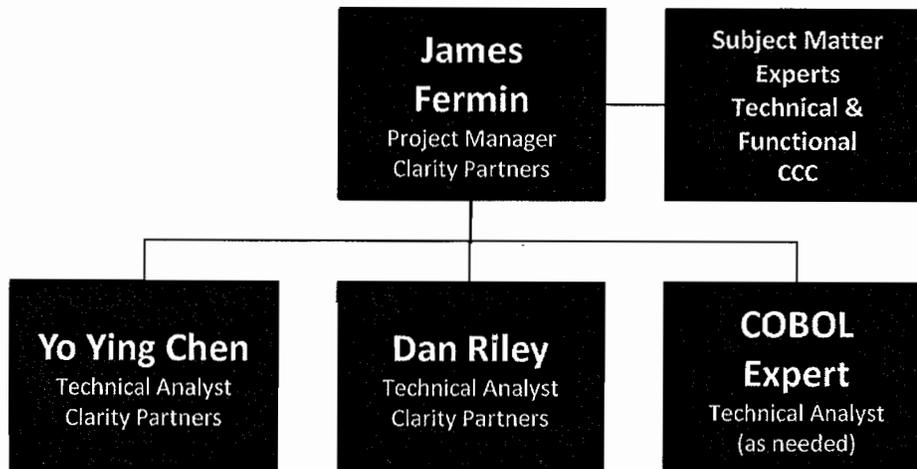
Clarity Partners was founded on the principal of providing big firm consulting best practices with the innovation, efficiency, and personal attention typically found in smaller firms. This founding principle coupled with the name of our firm represents our commitment to bring clarity and resolution to every engagement and to collaboratively partner with our clients to ensure that our solutions are their solutions.

To successfully deliver on the Clerk of the Circuit Court's Improved Disposition Reporting Project, we have formed a team of three staff members with one as needed COBOL expert with the necessary background, skills, and experience to effectively deliver this project. One is a seasoned systems implementation project manager with extensive COBOL and Mainframe experience from past projects and is capable of delivering functional and technical training. The other two are very experienced COBOL programmers with extensive experience in the public sector who have both worked in mainframe/COBOL environments. Our as needed expert will be called upon at various times throughout the project as necessary to perform specific focused analysis and troubleshooting. Our team approach will provide a part-time project manager coupled with a near-full time COBOL programmer as well as COBOL analyst and COBOL expert support as needed.



Clarity Partners will provide project leadership, project management, detailed business requirements analysis and definition, and facilitate deployment of the solution. Clarity leads each of its projects with our proven and highly flexible project management methodology that is based on the practices and principles supported by the Project Management Institute's ("PMI") Project Management Book of Knowledge ("PMBOK").

5.4.2 Organization Chart



5.4.3 Roles & Responsibilities Matrix

ACTIVITY	Project, Manager, Clarity Partners	Technical Analyst / COBOL Expert	Technical Programmer
<u>Project Management</u> <ul style="list-style-type: none"> Resource Management & Administration Communications & Status Management Issue & Action Resolution Risk Management 	X		
<u>Project Initiation</u> <ul style="list-style-type: none"> ("INTIATE" chevron) Planning Onsite kick- off meeting Business Process Discovery Initial Error Analysis 	X	X	
<u>Planning & Design</u> <ul style="list-style-type: none"> ("ANALYZE" chevron) Detailed Statement of Work Configuration Specifications Workflow Specifications Project Schedule Acceptance of updated SOW (signature required) 	X	X	
<u>Application Development</u>	X		X



<ul style="list-style-type: none"> • ("DEVELOP & TEST" chevron) • Integration Development • Integration Testing • Acceptance 			
<u>User Acceptance Testing</u> <ul style="list-style-type: none"> • ("DEVELOP & TEST" chevron) • Iterative Testing & Refine Code • Validation & Sign off 	X	X	X
<u>Business Process Reengineering</u> <ul style="list-style-type: none"> • ("DESIGN, DEVELOP & TEST chevrons) • Facilitate process improvement • Facilitate analysis of data collection points • Facilitate implementation of BPR 	X		
<u>Training</u> <ul style="list-style-type: none"> • ("IMPLEMENT" chevron) • Develop Training Materials • Develop User Guides • Conduct Training 	X		
<u>Project Documentation</u> <ul style="list-style-type: none"> • ("DEVELOP & TEST" chevron) • Application Guides (User, Administration) • Approved Process Flowcharts • Responsibility matrix • Training materials 	X	X	X
<u>Deployment / Implementation</u> <ul style="list-style-type: none"> • ("IMPLEMENT" chevron) • Initial Deployment (Beta) • Validation • Acceptance and Sign off 	X	X	
<u>Close-Out</u> <ul style="list-style-type: none"> • Full Deployment • Final Documentation • Project Acceptance and sign off 	X		

5.4.4 Key Benefits

- ◇ **Proven Project Management, Business Analysis, and Systems Implementation Firm** – All members of the proposed team are accomplished in their respective fields and maintain project qualifications through continued delivery success.
- ◇ **Well-Defined Roles & Responsibilities** – An effective team must have effectively defined roles and responsibilities in order to deliver as promised. Our proposal specifically identifies appropriate resources for the various roles and responsibilities based on skill-set, experience, and the right fit for the team.
- ◇ **Public Sector Experienced Team** – All individuals on our team are familiar with public sector systems and how best to operate and achieve project goals within the particular challenges and issues faced by public sector organizations.

EXHIBIT 2

Schedule of Compensation

Best and Final Offer
RFP # 11-87-022P
Improved Disposition Reporting System

Price Proposal

Provide Price breakdown by project task:

Project Task	Price
INITIATE	\$1,000
ANALYZE	\$41,520
DESIGN	\$29,280
DEVELOP & TEST	\$68,000
IMPLEMENT	\$13,600
CLOSEOUT	\$7,700
POST-IMPLEMENTATION	\$0
Grand Total	\$161,100

Firm: CLARITY PARTNERS, LLC

Signature: *James R. Fe...*

EXHIBIT 3

Evidence of Insurance



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/12/2011

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

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

PRODUCER Inner-City Underwriting Agency PO Box 16130 1631 S Michigan Ave Unit 102 Chicago IL 60616-0130	CONTACT NAME: Customer Service Rep	
	PHONE (A/C, No, Ext): (312) 341-9080 x221 FAX (A/C, No): (312) 341-9084 E-MAIL ADDRESS: CustomerService@inner-city.net	
INSURED CLARITY PARTNERS LLC 22 WEST WASHINGTON STREET, STE 1490 CHICAGO IL 60602	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Prop & Cas Ins Co Of Hartford	29424
	INSURER B: Twin City Fire Ins Co	29459
	INSURER C:	
	INSURER D:	
	INSURER E:	

COVERAGES CERTIFICATE NUMBER: CL1112103076 REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	<input checked="" type="checkbox"/>	83SBARX4526	07/15/2011	7/15/2012	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS	<input checked="" type="checkbox"/>	83SBAPS0569	7/15/2011	7/15/2012	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE	83SBAPS0569	7/15/2011	7/15/2012	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000
	DED <input checked="" type="checkbox"/> RETENTION \$ 10,000					
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N	83WECPL4512	7/15/2011	7/15/2012	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
	N/A					
A	Professional Liability Technology E & O		83SBAPS0569	7/15/2011	7/15/2012	Each Claim \$1,000,000 Aggregate \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Cook County added as additional insured;
waiver of subrogation included in favor County of Cook, its employees, elected officials, agents or representatives.
Valuable papers coverage included up to \$25,000.

CERTIFICATE HOLDER Cook County Office of the Chief Procurement Officer 118 N Clark St. Room 1018 Chicago, IL 60602	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE Matthew Cooper/JPIERR <i>Matthew Cooper</i>

EXHIBIT 4

Board Authorization

CLERK OF THE CIRCUIT COURT

CONTRACT

ITEM #5

APPROVED

Transmitting a Communication, dated January 24, 2012 from

DOROTHY A. BROWN, Clerk of the Circuit Court
and
MARIA DE LOURDES COSS, Chief Procurement Officer

requesting authorization for the Chief Procurement Officer to enter into and execute a contract with Clarity, Chicago, Illinois, for Improved Disposition Reporting to Illinois State Police.

Reason: A Request for Proposal (RFP) was issued on June 30, 2011, in total two (2) proposals were submitted and after careful consideration of all proposals, Clarity has met our requirements listed in the RFP and proposed a comprehensive plan for implementation of an improved Illinois State Police (ISP) Disposition Reporting process that includes extensive knowledge and experience in court operations. This effort will hereby improve our disposition reporting to a 95% or higher success rate in Cook County.

Estimated Fiscal Impact: \$32,400.00. Grant funded amount: \$129,600.00. Contract period: January 1, 2011 through March 31, 2012. (528-818 and 741-260 Accounts).

Sufficient funds are available in the Clerk of the Circuit Court Automation Fund.

The Purchasing Agent concurs.

The Chief Information Officer has reviewed this item and concurs with this recommendation.