PROFESSIONAL SERVICES AGREEMENT
CONTRACT NO: 11-88-061

BETWEEN

COOK COUNTY GOVERNMENT
Office of the Chief Procurement Officer

AND

ACXIOM CORPORAION
(Based on City Contract No. 22482)

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 Acxiom Corporation, doing business as a corporation of the State of Delaware hereinafter referred to as "Consultant", pursuant to authorization by the Cook County Board of Commissioners on the 14th day of December, 2011, (the "Effective Date") as evidenced by Board Authorization letter attached hereto as EXHIBIT "5".

BACKGROUND

Whereas, the County, pursuant to Section 34-140 (the Reference Contract Ordinance") of the Cook County Procurement Code, states: "If a governmental agency has awarded a contract through a competitive method for the same or similar supplies, equipment, goods or services as that sought by the County, the Procurement may be made from that vendor at a price or rate at least as favorable as that obtained by that government agency without utilizing a competitive procurement method set forth in this Procurement Code;" and

Whereas, the City solicited a formal Request for Proposal process for Mainframe Outsourcing Management Services and the Consultant was identified as the qualified and lowest cost provider for the services; and

Whereas, the City of Chicago ("the City") entered into a contract on June 24, 2011 for the provision of services by the Consultant for the City relative to Mainframe Outsource Management Services ("the City Contract"); and

Whereas, the County through the City-County collaboration initiative, wishes to leverage the procurement efforts of the City; and

Whereas, the County through the Bureau of Technology, desires certain similar services of the Consultant; and

Whereas, the Consultant agrees to provide to the County, Mainframe Outsourcing Services , incorporated as Exhibit 1, County Statement of Work; and

Whereas, the County's IBM Mainframe and associated components will transfer ownership by way of Bill of Sale attached hereto as Exhibit 6 Bill of Sale and incorporated herein by reference to the Consultant for the transition period of 4 months; and

Whereas, a second Bill of Sale will be exercised at the end of the transition period to transfer ownership back to the County;

Whereas, the Consultant warrants that it is ready, willing and able to perform these services for the County at the Service Levels set forth in Exhibit 1County Statement of Work, all on pricing and payment terms equivalent to or more favorable to the County than those contained in the City Contract as set forth in Exhibit 2 Schedule of Compensation and incorporated herein by reference; and

Whereas, the County and the Consultant agree to the Terms and Conditions as stated in the City Contract, hereto incorporated by reference as Exhibit 3, City Contract all as may be applicable to County, excluding Exhibit 1, 2, 2A and 3 of the City Contract, which are not applicable and are replaced with the County Exhibits that are attached to this document; and

Whereas, the Contract will be effective for a term beginning on the Effective Date and continuing for five years (5) from the Service Commencement Date defined as the date on which production processing of County's data commenced as mutually agreed to in writing by the Parties (the "Service Commencement Date".

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, the sufficiency of which is acknowledged by each of the Parties, the Consultant and the County agree and the information set forth is incorporated by reference herein.

INCORPORATION OF BACKGROUND INFORMATION

The Background Information set forth above is incorporated and made a part of this Agreement by reference.

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

Exhibit 1	County Statement of Work
Exhibit 2	County Schedule of Compensation
Exhibit 2A	County Performance Credits
Exhibit 3	City Contract (Contract No. 22482)
Exhibit 4	Evidence of Insurance
Exhibit 5	Board Authorization
Exhibit 6	Bill of Sale

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

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

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

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

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

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

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

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

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

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

"Lobbyist" means any person or entity who lobbies.

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

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

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

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

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.)

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

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

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

MBE/WBE Firm: Global Capital Limited
Address: 200 West Superior #303, Chicago, IL 60654
E-mail. TerriMcNally@globalcapitalltd.com
Contact Person: Terri McNally Phone: (312) 846-6918
Dollar Amount Participation: $ Approx $750,332 over 5 years
Percent Amount of Participation: 3.2% over 5 years %
*Letter of Intent attached? Yes X No _____
*Letter of Certification attached? Yes X No _____

MBE/WBE Firm: None
Address: None
E-mail: None
Contact Person: None Phone: None
Dollar Amount Participation: $ None
Percent Amount of Participation: None %
*Letter of Intent attached? Yes None No None
*Letter of Certification attached? Yes None No None

Attach additional sheets as needed.

***Where goals have not been achieved through Direct Participation, Bidder/Proposer shall include documentation outlining efforts to achieve Direct Participation at the time of Bid/Proposal submission.**

04.09

II. Indirect Participation of MBE/WBE Firms

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

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

MBE/WBE Firm: Global Capital Limited

Address: 200 West Superior #300, Chicago, IL 60654

E-mail: TerriMcNally@globalcapitalltd.com

Contact Person: Terri McNally Phone: (312) 846-6918

Dollar Amount Participation: $ Approx $ 1,749,668 over 5 years

Percent Amount of Participation: 7.5% over 5 years %

*Letter of Intent attached? Yes X No

*Letter of Certification attached? Yes X No

MBE/WBE Firm: Nova Stationers, Inc d/b/a Meadows Office Supply

Address: 1208 Remington Road, Schaumburg, IL 60173

E-mail: hon.wong@meadows.com

Contact Person: Sandra Wong Phone: (847) 781-8850

Dollar Amount Participation: $ Approx $ 5,850,000 over 5 years

Percent Amount of Participation: 25.2% over 5 years %

*Letter of Intent attached? Yes X No

*Letter of Certification attached? Yes X No

Attach additional sheets as needed.

***All Letters of Intent, Letters of Certification and documentation of Good Faith Efforts omitted from this bid/proposal <u>must</u> 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: Nova Stationers, Inc. d/b/a Meadows Office Supply
(MBE/WBE Firm)

To: Acxiom Corporation 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. Magnetic Tape Media (Indirect Spend)	Appx $5,850,000 over 5 years	%
2.	$	%
3.	$	%
4.	$	%
Total:	Appx $5,850,000 over 5 years	%

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 HON WON G (*print name*)

the VICE PRESIDENT (*title*) and duly authorized representative

of the MEADOWS OFFICE SUPPLY (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 $ Appx 5,850,000 over 5 years which represents the above indicated total percentage 25.2 % over 5 yrs for the contract amount $ Approximately 23,203,710 over 5 yrs

(Signature of affiant) 10 / 7 / 2011 (Date)

Subscribed and sworn to before me this 7 day of OCTOBER, 20 11

(Notary's Signature) (Notary Seal)

OFFICIAL SEAL
LEONARD A. JANKOWSKI
Notary Public - State of Illinois
My Commission Expires Feb 10, 2015

04.09

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

Upon penalty of perjury, Dave Schlesselman (*print name*),
the Industry Leader (*title*) and duly authorized
representative of Acxiom Corporation (*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 $ 5,850,000 over 5 years which represents the above indicated total percentage 25.2 % for the contract amount $ 23,203,710 over 5 years

(Signature of affiant) 10 / 7 / 2011 (Date)

Subscribed and sworn to before me this 7th day of October, 2011.

(Notary's Signature) (Notary Seal)

OFFICIAL SEAL
JUDITH G RASMUSSEN
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES:04/23/15

THE BOARD OF COMMISSIONERS
TONI PRECKWINKLE
PRESIDENT

EARLEAN COLLINS	1st Dist.	PETER N. SILVESTRI	9th Dist.
ROBERT STEELE	2nd Dist.	BRIDGET GAINER	10th Dist.
JERRY BUTLER	3rd Dist.	JOHN F. DALEY	11th Dist.
WILLIAM M. BEAVERS	4th Dist.	JOHN A. FRITCHEY	12th Dist.
DEBORAH SIMS	5th Dist.	LARRY GUFFREDIN	13th Dist.
JOAN PATRICIA MURPHY	6th Dist.	GREGG GOSLIN	14th Dist.
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EDWIN REYES	8th Dist.	JEFFREY R. TOBOLSKI	16th Dist.
		ELIZABETH ANN DOODY GORMAN	17th Dist.

COOK COUNTY
OFFICE OF CONTRACT COMPLIANCE

LAVERNE HALL
DIRECTOR

118 North Clark Street, Room 1020
Chicago, Illinois 60602-1304
TEL (312) 603-5502
FAX (312) 603-4547

February 9, 2011

Ms. Sandra Wong, President
Nova Stationers, Inc. d/b/a Meadows Office Supply
1208 Remington Road
Schaumburg, IL 60173

Certification Expires: February 9, 2012

Dear Ms. Wong:

Congratulations on your continued eligibility for Certification as an **MBE (8)** by Cook County Government. This **MBE (8)** Certification is valid until **February 9, 2012.**

As a condition of continued Certification, you must file a "**Re-Certification Affidavit**" within **sixty (60) business days prior** to the date of expiration. Failure to file this Affidavit shall result in the termination of your Certification. You must notify Cook County Government's Office of Contract Compliance of any change in ownership or control or any other matters or facts affecting your firm's eligibility for Certification.

Cook County Government may commence action to remove your firm as an **MBE (8)** vendor if you fail to notify us of any changes of facts affecting your firm's Certification, or if your firm otherwise fails to cooperate with the County in any inquiry or investigation. Removal of your status may also be commenced if your firm is found to be involved in bidding or contractual irregularities.

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

Supplier & Distributor: Computer Supplies, Office Supplies, Equipment and Furniture

Your firm's participation on Cook County contracts will be credited toward **MBE (8)** goals in your area(s) of specialty. While your participation on Cook County contracts is not limited to your specialty, credit toward **MBE (8)** goals will be given only for work done in the specialty category.

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

Sincerely,

LaVerne Hall

LaVerne Hall
Director

LH/lar

Printed on Recycled Paper

COOK COUNTY LETTER OF INTENT
(Section 2)

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

Contract Title & Number: _____ / _____

From: Global Capital Ltd.
(MBE/WBE Firm)

To: Acxiom Corporation 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. Lease of computer related hardware and/or software (direct spend)	$ Appx 750,332	3.2%	over 5 yrs
2. Lease of computer related hardware and/or software (indirect spend)	$ Appx 1,749,668	7.5%	over 5 yrs
3.	$	%	
4.	$	%	
Total:	$ Appx 2,500,000 over 5 years	10.8%	over 5 yrs

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 Terri McDally (*print name*)
the President (*title*) and duly authorized representative
of the Global Capital, Ltd. (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 $ Appr 2,500,000 over 5 years which represents the
above indicated total percentage 10.8 over 5 yrs % for the contract amount $ 23,203,710 over 5 years.

Terri E McDally
(Signature of affiant)

10/6/2011
(Date)

Subscribed and sworn to before me this 6th day of October, 2011

(Notary's Signature)

(Notary Seal)
"OFFICIAL SEAL"
Katrina Servatius
Notary Public, State of Illinois
Du Page County
My Commission Expires Sept. 28, 2014

04.09

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

Upon penalty of perjury, Dave Schlesselman (*print name*),

the Industry Leader (*title*) and duly authorized

representative of Acxiom Corporation (*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 $ Appx 2,500,000 over 5 years, which represents the

above indicated total percentage 10.8 % for the contract amount $ Approximately 23,203,710 over 5 yrs.

Dave Schlesselman
(Signature of affiant)

10 / 7 / 2011
(Date)

Subscribed and sworn to before me this 7th day of October, 20 11.

Judith G Rasmussen
(Notary's Signature)

(Notary Seal)

OFFICIAL SEAL
JUDITH G RASMUSSEN
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES:04/23/15

THE BOARD OF COMMISSIONERS
TONI PRECKWINKLE
PRESIDENT

EARLEAN COLLINS	1st Dist.	PETER N. SILVESTRI	9th Dist.
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		ELIZABETH ANN DOODY GORMAN	17th Dist.

COOK COUNTY
OFFICE OF CONTRACT COMPLIANCE

LAVERNE HALL
DIRECTOR

118 North Clark Street, Room 1020
Chicago, Illinois 60602-1304
TEL (312) 603-5502
FAX (312) 603-4547

October 26, 2011

Ms. Terri McNally, President
Global Capital, Ltd.
200 West Superior - # 303
Chicago, Illinois 60654

Annual Certification Expires: October 26, 2012

Dear Ms. McNally:

We are pleased to inform you that **Global Capital, Ltd.** has been certified as a **WBE** by Cook County Government. This **WBE** Certification is valid until **October 26, 2014**; however your firm must be revalidated annually. Your firm's next annual validation is required by **October 26, 2012.**

As a condition of continued Certification during this three (3) year period, you must file a **"No Change Affidavit" within sixty (60) days prior** to the date of annual expiration. **Please include the non-refundable fee of $50.00, payable to Cook County Department of Revenue.** Failure to file this Affidavit shall result in the termination of your Certification. You must notify Cook County Government's Office of Contract Compliance, of any change in ownership or control of your firm or any other matters or facts affecting your firm's eligibility for Certification.

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

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

Professional Service: Equipment Financing & Asset Management

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

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

Sincerely,

LaVerne Hall

LaVerne Hall
Director
LH/gb

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

A. BIDDER/PROPOSER HEREBY REQUESTS:

None ☐ **FULL MBE WAIVER**

None ☐ **FULL WBE WAIVER**

None ☐ **REDUCTION (PARTIAL MBE and/or WBE PARTICIPATION)**

None % of Reduction for MBE Participation

None % 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.**

None ☐ 1) lack of sufficient qualified MBEs and/or WBEs capable of providing the goods or services required by the contract **(please explain)**

None ☐ 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)**

None ☐ 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)**

None ☐ 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.**

NONE ☐ 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)**

NONE ☐ 2) Followed up initial solicitation of MBEs and WBEs to determine if firms are interested in doing business **(please attach)**

NONE ☐ 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)**

NONE ☐ 4) Use the services and assistance of the Office of Contract Compliance Staff **(please explain)**

NONE ☐ 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.

See attached MBE/WBE Plan Letter

1501 Opus Place
Downers Grove, IL 60515-5727

dschle@acxiom.com
www.acxiom.com

ACXIOM®
WE MAKE INFORMATION INTELLIGENT™

November 10, 2011

Greg Wass
Cook County – Bureau of Technology
69 W. Washington, Suite 2700
Chicago, IL 60602

Subject: MBE/WBE Participation – Direct & Indirect

Dear Greg:

Thank you for your consideration of our proposal for mainframe services. Acxiom is a supporter of the MBE/WBE program. As you will see below, we have striven to maximize our direct WBE spend and have secured plans to meet the balance of the MBE/WBE goals by indirect spend.

Related to direct spend opportunities, the nature of this mainframe outsourcing project compounded with our shared resource delivery model limits opportunities for direct participation by local firms. With any mainframe outsourcing solution, the primary components are: (a) software , (b) hardware, and (c) people. From a software standpoint, the savings we drive for our customers comes from enterprise level agreements that must be purchased direct from the software vendors themselves (eg: IBM & CA). Related to hardware, we intend to directly lease $750,332 for the specific mainframe and related to this project from a certified WBE vendor Global Capital, Ltd. With regards to the people component, Acxiom delivers our services thru a shared resource model that applies fractional amounts of highly-skilled resources from teams of pooled resources. This means we are not able to break out any single function into a single resource role.

With direct MBE/WBE spend opportunities maximized, if accepted our plan is to fulfill the balance of the 25% MBE spend and 10% WBE spend thru indirect spend as outlined below.

Total Contract Value Approximately $23,203,710	**MBE Spend Target (25%) Approximately $5,800,928**	**WBE Spend Target (10%) Approximately $2,320,371**
Planned Direct Spend	$0 *(Nova Stationers, Inc. d/b/a Meadows Office Supply)*	Approximately $750,332 over 5 yrs *(Global Capital, Ltd.)*
Planned Indirect Spend	Approximately $5,850,000 over 5 yrs *(Nova Stationers, Inc. d/b/a Meadows Office Supply)*	Approximately $1,749,668 over 5 yrs *(Global Capital, Ltd.)*
Total combined Direct / Indirect Spend	**Approximately $5,850,000 over 5 yrs (25.2%)**	**Approximately $2,500,000 Over 5 yrs (10.8%)**

Thank you for your consideration, and assistance thru this process. Please feel free to call Larry MacEachern (630.944.1845) directly with any needs and/or questions as they arise.

Best regards,

Dave Schlesselman | Industry Leader
Acxiom Corporation

Judith G Rasmussen
NOV 10, 2011

OFFICIAL SEAL
JUDITH G RASMUSSEN
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES:04/23/15

1501 Opus Place
Downers Grove, IL 60515-5727

dschle@acxiom.com
www.acxiom.com

ACXIOM®
WE MAKE INFORMATION INTELLIGENT™

November 10, 2011

Roderick Height
Cook County – Bureau of Technology
69 W. Washington, Suite 2700
Chicago, IL 60602

Subject: MBE/WBE Participation – Direct & Indirect

Dear Rod:

Thank you for your consideration of our proposal for mainframe services. Acxiom is a supporter of the MBE/WBE program. As you will see below, we have striven to maximize our direct WBE spend and have secured plans to meet the balance of the MBE/WBE goals by indirect spend.

Related to direct spend opportunities, the nature of this mainframe outsourcing project compounded with our shared resource delivery model limits opportunities for direct participation by local firms. With any mainframe outsourcing solution, the primary components are: (a) software , (b) hardware, and (c) people. From a software standpoint, the savings we drive for our customers comes from enterprise level agreements that must be purchased direct from the software vendors themselves (eg: IBM & CA). Related to hardware, we intend to directly lease $750,332 for the specific mainframe and related to this project from a certified WBE vendor Global Capital, Ltd. With regards to the people component, Acxiom delivers our services thru a shared resource model that applies fractional amounts of highly-skilled resources from teams of pooled resources. This means we are not able to break out any single function into a single resource role.

With direct MBE/WBE spend opportunities maximized, if accepted our plan is to fulfill the balance of the 25% MBE spend and 10% WBE spend thru indirect spend as outlined below.

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Total combined Direct / Indirect Spend	**Approximately $5,850,000 over 5 yrs (25.2%)**	**Approximately $2,500,000 Over 5 yrs (10.8%)**

Thank you for your consideration, and assistance thru this process. Please feel free to call Larry MacEachern (630.944.1845) directly with any needs and/or questions as they arise.

Best regards,

Dave Schlesselman | Industry Leader
Acxiom Corporation

Judith G Rasmussen
NOV. 10, 2011

OFFICIAL SEAL
JUDITH G RASMUSSEN
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES:04/23/15

1501 Opus Place
Downers Grove, IL 60515-5727

dschle@acxiom.com
www.acxiom.com

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WE MAKE INFORMATION INTELLIGENT™

November 10, 2011

Maria de Lourdes Coss, CPPO
Cook County – Office of the Purchasing Agent
118 N. Clark Street Room 1018
Chicago, Illinois 60602

Subject: MBE/WBE Participation – Direct & Indirect

Dear Lourdes:

Thank you for your consideration of our proposal for mainframe services. Acxiom is a supporter of the MBE/WBE program. As you will see below, we have striven to maximize our direct WBE spend and have secured plans to meet the balance of the MBE/WBE goals by indirect spend.

Related to direct spend opportunities, the nature of this mainframe outsourcing project compounded with our shared resource delivery model limits opportunities for direct participation by local firms. With any mainframe outsourcing solution, the primary components are: (a) software , (b) hardware, and (c) people. From a software standpoint, the savings we drive for our customers comes from enterprise level agreements that must be purchased direct from the software vendors themselves (eg: IBM & CA). Related to hardware, we intend to directly lease $750,332 for the specific mainframe and related to this project from a certified WBE vendor Global Capital, Ltd. With regards to the people component, Acxiom delivers our services thru a shared resource model that applies fractional amounts of highly-skilled resources from teams of pooled resources. This means we are not able to break out any single function into a single resource role.

With direct MBE/WBE spend opportunities maximized, if accepted our plan is to fulfill the balance of the 25% MBE spend and 10% WBE spend thru indirect spend as outlined below.

Total Contract Value Approximately $23,203,710	**MBE Spend Target (25%) Approximately $5,800,928**	**WBE Spend Target (10%) Approximately $2,320,371**
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Total combined Direct / Indirect Spend	**Approximately $5,850,000 over 5 yrs (25.2%)**	**Approximately $2,500,000 Over 5 yrs (10.8%)**

Thank you for your consideration, and assistance thru this process. Please feel free to call Larry MacEachern (630.944.1845) directly with any needs and/or questions as they arise.

Best regards,

Dave Schlesselman

Dave Schlesselman | Industry Leader
Acxiom Corporation

Judith G Rasmussen
Nov. 10, 2011

OFFICIAL SEAL
JUDITH G RASMUSSEN
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES:04/23/15

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

NONE

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

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

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

Yes:_____ No: X

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

NONE

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

Yes:_____ No: X

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

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

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): NONE

(ATTACH SHEET IF NECESSARY TO LIST ADDITIONAL INDEX NUMBERS)

OR:

b) X The Undersigned owns no real estate in Cook County.

5. EXCEPTIONS TO CERTIFICATIONS OR DISCLOSURES.

If the Undersigned is unable to certify to any of the Certifications or any other statements contained in this EDS and not explained elsewhere in this EDS, the Undersigned must explain below:

NONE

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

COOK COUNTY DISCLOSURE OF OWNERSHIP INTEREST STATEMENT

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

If you are asked to list names, but there are no applicable names to list, you must state NONE. An incomplete Statement will be returned and any action regarding this contract will be delayed. A failure to fully comply with the ordinance may result in the action taken by the County Board or County Agency being voided.

"*Applicant*" means any Entity or person making an application to the County for any County Action.

"County Action" means any action by a County Agency, a County Department, or the County Board regarding an ordinance or ordinance amendment, a County Board approval, or other County agency approval, with respect to contracts, leases, or sale or purchase of real estate.

"Entity" or *"Legal Entity"* means a sole proprietorship, corporation, partnership, association, business trust, estate, two or more persons having a joint or common interest, trustee of a land trust, other commercial or legal entity or any beneficiary or beneficiaries thereof.

This Disclosure of Ownership Interest Statement must be submitted by :

1. An Applicant for County Action and

2. An individual or Legal Entity that holds stock or a beneficial interest in the Applicant and is listed on the Applicant's Statement (a "Holder") must file a Statement and complete #1 only under **Ownership Interest Declaration.**

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

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

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

Identifying Information:

Name Acxiom Corporation D/B/A: Acxiom Corporation EIN NO.: 71-0581897

Street Address: 1501 Opus Place

City: Downers Grove State: IL Zip Code: 60515

Phone No.: (630) 944-1501

Form of Legal Entity:

[ ] Sole Proprietor [ ] Partnership [X] Corporation [ ] Trustee of Land Trust

[ ] Business Trust [ ] Estate [ ] Association [ ] Joint Venture

[ ] Other (describe) _____

04.09

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
See attached		

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
NONE		

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
NONE			

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 eserved 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.

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

Industry Leader
Title

Dave Schlesselman
Signature

10/7/2011
Date

Dave.Schlesselman@axiom.com
E-mail address

(630) 944-1501
Phone Number

Subscribed to and sworn before me
this 7th day of Oct, 2011.

My commission expires:

x Judith G Rasmussen
Notary Public Signature

Notary Seal

OFFICIAL SEAL
JUDITH G RASMUSSEN
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES:04/23/15

Ownership Interest Declaration:

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

Name:	Address:	Percentage Interest in Applicant/Holder:
RS INVESTMENTS	388 MARKET STREET SUITE 1700 SAN FRANCISCO, CA 94111	10.91%
BLACKROCK FUND ADVISORS	400 HOWARD STREET SAN FRANCISCO, CA 94105	6.44%
WADDELL & REED INVESTMENT MANAGEMENT CO	6300 LAMAR AVE OVERLAND PARK, KS 66202	6.71%
FIDELITY MANAGEMENT & RESEARCH COMPANY	82 DEVONSHIRE STREET V10G BOSTON, MA 02109	9.10%

FORM ADV

OMB: 3235-0049

UNIFORM APPLICATION FOR INVESTMENT ADVISER REGISTRATION

Primary Business Name: RS INVESTMENTS	IARD/CRD Number: 140963
	Rev. 11/2010

WARNING: Complete this form truthfully. False statements or omissions may result in denial of your application, revocation of your registration, or criminal prosecution. You must keep this form updated by filing periodic amendments. See Form ADV General Instruction 3.

Item 1 Identifying Information

Responses to this Item tell us who you are, where you are doing business, and how we can contact you.

A. Your full legal name (if you are a sole proprietor, your last, first, and middle names):
RS INVESTMENT MANAGEMENT CO. LLC

B. Name under which you primarily conduct your advisory business, if different from Item 1.A.
RS INVESTMENTS
List on Section 1.B. of Schedule D any additional names under which you conduct your advisory business.

C. If this filing is reporting a change in your legal name (Item 1.A.) or primary business name (Item 1.B.), enter the new name and specify whether the name change is of
☐ your legal name or ☐ your primary business name:

D. If you are registered with the SEC as an investment adviser, your SEC file number:
801- 66927

E. If you have a number ("*CRD* Number") assigned by *FINRA's CRD* system or by the IARD system, your *CRD* number: 140963
If your firm does not have a CRD number, skip this Item 1.E. Do not provide the CRD number of one of your officers, employees, or affiliates.

F. *Principal Office and Place of Business*

(1) Address (do not use a P.O. Box):

Number and Street 1:		Number and Street 2:	
388 MARKET STREET		SUITE 1700	
City:	State:	Country:	ZIP+4/Postal Code:
SAN FRANCISCO	CA	UNITED STATES	94111

If this address is a private residence, check this box: ☐
List on Section 1.F. of Schedule D any office, other than your principal office and place of business, at which you conduct investment advisory business. If you are applying for registration, or are registered, with one or more state securities authorities, you must list all of your offices in the state or states to which you are applying for registration or with whom you are registered. If you are applying for registration, or are registered only, with the SEC, list the largest five offices in terms of numbers of employees.

(2) Days of week that you normally conduct business at your *principal office and place of business*:
◉ Monday-Friday ○ Other:
Normal business hours at this location:
8AM - 5PM

(3) Telephone number at this location:

415-591-2700

(4) Facsimile number at this location:
415-591-2869

G. Mailing address, if different from your *principal office and place of business* address:
Number and Street 1: Number and Street 2:

City: State: Country: ZIP+4/Postal Code:

If this address is a private residence, check this box: ☐

H. If you are a sole proprietor, state your full residence address, if different from your *principal office and place of business* address in Item 1.F.:
Number and Street 1: Number and Street 2:
City: State: Country: ZIP+4/Postal Code:

YES NO

I. Do you have World Wide Web site addresses? ◉ ○

If "yes," list these addresses on Section 1.I. of Schedule D. If a web address serves as a portal through which to access other information you have published on the World Wide Web, you may list the portal without listing addresses for all of the other information. Some advisers may need to list more than one portal address. Do not provide individual electronic mail addresses in response to this Item.

J. Contact *Employee*:
Name: Title:
Telephone Number: Facsimile Number:
Number and Street 1: Number and Street 2:
City: State: Country: ZIP+4/Postal Code:
Electronic mail (e-mail) address, if contact *employee* has one:
The contact employee should be an employee whom you have authorized to receive information and respond to questions about this Form ADV.

YES NO

K. Do you maintain some or all of the books and records you are required to keep under Section 204 of the Advisers Act, or similar state law, somewhere other than your *principal office and place of business*? ◉ ○
If "yes," complete Section 1.K. of Schedule D.

YES NO

L. Are you registered with a *foreign financial regulatory authority*? ○ ◉

Answer "no" if you are not registered with a foreign financial regulatory authority, even if you have an affiliate that is registered with a foreign financial regulatory authority. If "yes", complete Section 1.L. of Schedule D.

FORM ADV

OMB: 3235-0049

UNIFORM APPLICATION FOR INVESTMENT ADVISER REGISTRATION

Primary Business Name: BLACKROCK FUND ADVISORS	IARD/CRD Number: 105247
	Rev. 11/2010

WARNING: Complete this form truthfully. False statements or omissions may result in denial of your application, revocation of your registration, or criminal prosecution. You must keep this form updated by filing periodic amendments. See Form ADV General Instruction 3.

Item 1 Identifying Information

Responses to this Item tell us who you are, where you are doing business, and how we can contact you.

A. Your full legal name (if you are a sole proprietor, your last, first, and middle names):
BLACKROCK FUND ADVISORS

B. Name under which you primarily conduct your advisory business, if different from Item 1.A.
BLACKROCK FUND ADVISORS
List on Section 1.B. of Schedule D any additional names under which you conduct your advisory business.

C. If this filing is reporting a change in your legal name (Item 1.A.) or primary business name (Item 1.B.), enter the new name and specify whether the name change is of
☐ your legal name or ☐ your primary business name:

D. If you are registered with the SEC as an investment adviser, your SEC file number:
801- 22609

E. If you have a number ("*CRD* Number") assigned by *FINRA's CRD* system or by the IARD system, your *CRD* number: 105247
If your firm does not have a CRD number, skip this Item 1.E. Do not provide the CRD number of one of your officers, employees, or affiliates.

F. *Principal Office and Place of Business*

(1) Address (do not use a P.O. Box):

Number and Street 1:		Number and Street 2:	
400 HOWARD STREET			
City:	State:	Country:	ZIP+4/Postal Code:
SAN FRANCISCO	CA	UNITED STATES	94105

If this address is a private residence, check this box: ☐
List on Section 1.F. of Schedule D any office, other than your principal office and place of business, at which you conduct investment advisory business. If you are applying for registration, or are registered, with one or more state securities authorities, you must list all of your offices in the state or states to which you are applying for registration or with whom you are registered. If you are applying for registration, or are registered only, with the SEC, list the largest five offices in terms of numbers of employees.

(2) Days of week that you normally conduct business at your *principal office and place of business*:
◉ Monday-Friday ○ Other:
Normal business hours at this location:
7:30AM TO 5:30PM

(3) Telephone number at this location:

415-670-2000

(4) Facsimile number at this location:
415-618-5014

G. Mailing address, if different from your *principal office and place of business* address:
Number and Street 1: Number and Street 2:

City: State: Country: ZIP+4/Postal Code:

If this address is a private residence, check this box: ☐

H. If you are a sole proprietor, state your full residence address, if different from your *principal office and place of business* address in Item 1.F.:
Number and Street 1: Number and Street 2:
City: State: Country: ZIP+4/Postal Code:

YES NO

I. Do you have World Wide Web site addresses? ◉ ○

If "yes," list these addresses on Section 1.I. of Schedule D. If a web address serves as a portal through which to access other information you have published on the World Wide Web, you may list the portal without listing addresses for all of the other information. Some advisers may need to list more than one portal address. Do not provide individual electronic mail addresses in response to this Item.

J. Contact *Employee*:
Name: Title:
Telephone Number: Facsimile Number:
Number and Street 1: Number and Street 2:
City: State: Country: ZIP+4/Postal Code:
Electronic mail (e-mail) address, if contact *employee* has one:
The contact employee should be an employee whom you have authorized to receive information and respond to questions about this Form ADV.

YES NO

K. Do you maintain some or all of the books and records you are required to keep under Section 204 of the Advisers Act, or similar state law, somewhere other than your *principal office and place of business*? ◉ ○
If "yes," complete Section 1.K. of Schedule D.

YES NO

L. Are you registered with a *foreign financial regulatory authority*? ○ ◉

Answer "no" if you are not registered with a foreign financial regulatory authority, even if you have an affiliate that is registered with a foreign financial regulatory authority. If "yes", complete Section 1.L. of Schedule D.

FORM ADV

OMB: 3235-0049

UNIFORM APPLICATION FOR INVESTMENT ADVISER REGISTRATION

Primary Business Name: WADDELL & REED INVESTMENT MANAGEMENT CO	IARD/CRD Number: 106343
	Rev. 11/2010

WARNING: Complete this form truthfully. False statements or omissions may result in denial of your application, revocation of your registration, or criminal prosecution. You must keep this form updated by filing periodic amendments. See Form ADV General Instruction 3.

Item 1 Identifying Information

Responses to this Item tell us who you are, where you are doing business, and how we can contact you.

A. Your full legal name (if you are a sole proprietor, your last, first, and middle names):
WADDELL & REED INVESTMENT MANAGEMENT CO

B. Name under which you primarily conduct your advisory business, if different from Item 1.A.
WADDELL & REED INVESTMENT MANAGEMENT CO
List on Section 1.B. of Schedule D any additional names under which you conduct your advisory business.

C. If this filing is reporting a change in your legal name (Item 1.A.) or primary business name (Item 1.B.), enter the new name and specify whether the name change is of
☐ your legal name or ☐ your primary business name:

D. If you are registered with the SEC as an investment adviser, your SEC file number:
801- 40372

E. If you have a number ("*CRD* Number") assigned by *FINRA's CRD* system or by the IARD system, your *CRD* number: 106343
If your firm does not have a CRD number, skip this Item 1.E. Do not provide the CRD number of one of your officers, employees, or affiliates.

F. *Principal Office and Place of Business*

(1) Address (do not use a P.O. Box):

Number and Street 1:		Number and Street 2:	
6300 LAMAR AVE			
City:	State:	Country:	ZIP+4/Postal Code:
OVERLAND PARK	KS	UNITED STATES	66202

If this address is a private residence, check this box: ☐
List on Section 1.F. of Schedule D any office, other than your principal office and place of business, at which you conduct investment advisory business. If you are applying for registration, or are registered, with one or more state securities authorities, you must list all of your offices in the state or states to which you are applying for registration or with whom you are registered. If you are applying for registration, or are registered only, with the SEC, list the largest five offices in terms of numbers of employees.

(2) Days of week that you normally conduct business at your *principal office and place of business*:
◉ Monday-Friday ○ Other:
Normal business hours at this location:
8:00 A.M. TO 4:30 P.M.

(3) Telephone number at this location:
913-236-2000

(4) Facsimile number at this location:
913-236-2725

G. Mailing address, if different from your *principal office and place of business* address:
Number and Street 1: Number and Street 2:

City: State: Country: ZIP+4/Postal Code:

If this address is a private residence, check this box: ☐

H. If you are a sole proprietor, state your full residence address, if different from your *principal office and place of business* address in Item 1.F.:
Number and Street 1: Number and Street 2:
City: State: Country: ZIP+4/Postal Code:

YES NO

I. Do you have World Wide Web site addresses? ■ ○

If "yes," list these addresses on Section 1.I. of Schedule D. If a web address serves as a portal through which to access other information you have published on the World Wide Web, you may list the portal without listing addresses for all of the other information. Some advisers may need to list more than one portal address. Do not provide individual electronic mail addresses in response to this Item.

J. Contact *Employee*:
Name: Title:
Telephone Number: Facsimile Number:
Number and Street 1: Number and Street 2:
City: State: Country: ZIP+4/Postal Code:
Electronic mail (e-mail) address, if contact *employee* has one:
The contact employee should be an employee whom you have authorized to receive information and respond to questions about this Form ADV.

YES NO

K. Do you maintain some or all of the books and records you are required to keep under Section 204 of the Advisers Act, or similar state law, somewhere other than your *principal office and place of business*? ■ ○
If "yes," complete Section 1.K. of Schedule D.

YES NO

L. Are you registered with a *foreign financial regulatory authority*? ○ ■

Answer "no" if you are not registered with a foreign financial regulatory authority, even if you have an affiliate that is registered with a foreign financial regulatory authority. If "yes", complete Section 1.L. of Schedule D.

FORM ADV

OMB: 3235-0049

UNIFORM APPLICATION FOR INVESTMENT ADVISER REGISTRATION

Primary Business Name: FIDELITY MANAGEMENT & RESEARCH COMPANY	IARD/CRD Number: 108281
	Rev. 11/2010

WARNING: Complete this form truthfully. False statements or omissions may result in denial of your application, revocation of your registration, or criminal prosecution. You must keep this form updated by filing periodic amendments. See Form ADV General Instruction 3.

Item 1 Identifying Information

Responses to this Item tell us who you are, where you are doing business, and how we can contact you.

A. Your full legal name (if you are a sole proprietor, your last, first, and middle names):
FIDELITY MANAGEMENT & RESEARCH COMPANY

B. Name under which you primarily conduct your advisory business, if different from Item 1.A.
FIDELITY MANAGEMENT & RESEARCH COMPANY
List on Section 1.B. of Schedule D any additional names under which you conduct your advisory business.

C. If this filing is reporting a change in your legal name (Item 1.A.) or primary business name (Item 1.B.), enter the new name and specify whether the name change is of
☐ your legal name or ☐ your primary business name:

D. If you are registered with the SEC as an investment adviser, your SEC file number:
801- 7884

E. If you have a number ("*CRD* Number") assigned by *FINRA's CRD* system or by the IARD system, your *CRD* number: 108281
If your firm does not have a CRD number, skip this Item 1.E. Do not provide the CRD number of one of your officers, employees, or affiliates.

F. *Principal Office and Place of Business*

(1) Address (do not use a P.O. Box):

Number and Street 1:		Number and Street 2:	
82 DEVONSHIRE STREET V10G			
City:	State:	Country:	ZIP+4/Postal Code:
BOSTON	MA	UNITED STATES	02109

If this address is a private residence, check this box: ☐
List on Section 1.F. of Schedule D any office, other than your principal office and place of business, at which you conduct investment advisory business. If you are applying for registration, or are registered, with one or more state securities authorities, you must list all of your offices in the state or states to which you are applying for registration or with whom you are registered. If you are applying for registration, or are registered only, with the SEC, list the largest five offices in terms of numbers of employees.

(2) Days of week that you normally conduct business at your *principal office and place of business*:
◉ Monday-Friday ○ Other:
Normal business hours at this location:
9:00AM - 5:00PM EST

(3) Telephone number at this location:
617-563-7000

(4) Facsimile number at this location:
617-692-1784

G. Mailing address, if different from your *principal office and place of business* address:
Number and Street 1: Number and Street 2:

City: State: Country: ZIP+4/Postal Code:

If this address is a private residence, check this box: ☐

H. If you are a sole proprietor, state your full residence address, if different from your *principal office and place of business* address in Item 1.F.:
Number and Street 1: Number and Street 2:
City: State: Country: ZIP+4/Postal Code:

YES NO

I. Do you have World Wide Web site addresses? ■ ○

If "yes," list these addresses on Section 1.I. of Schedule D. If a web address serves as a portal through which to access other information you have published on the World Wide Web, you may list the portal without listing addresses for all of the other information. Some advisers may need to list more than one portal address. Do not provide individual electronic mail addresses in response to this Item.

J. Contact *Employee*:
Name: Title:
Telephone Number: Facsimile Number:
Number and Street 1: Number and Street 2:
City: State: Country: ZIP+4/Postal Code:
Electronic mail (e-mail) address, if contact *employee* has one:
The contact employee should be an employee whom you have authorized to receive information and respond to questions about this Form ADV.

YES NO

K. Do you maintain some or all of the books and records you are required to keep under Section 204 of the Advisers Act, or similar state law, somewhere other than your *principal office and place of business*? ■ ○
If "yes," complete Section 1.K. of Schedule D.

YES NO

L. Are you registered with a *foreign financial regulatory authority*? ○ ■

Answer "no" if you are not registered with a foreign financial regulatory authority, even if you have an affiliate that is registered with a foreign financial regulatory authority. If "yes", complete Section 1.L. of Schedule D.

SIGNATURE BY A CORPORATION
(SECTION 8)

The Undersigned hereby certifies and warrants: that all of the statements, certifications, and representations set forth in this EDS are true, complete and correct; that the Undersigned is in full compliance and will continue to be in compliance throughout the term of the Contract or County Privilege issued to the Undersigned with all the policies and requirements set forth in this EDS; and that all of the facts and information provided by the Undersigned in this EDS are true, complete and correct. The Undersigned agrees to inform the Purchasing Agent in writing if any of such statements, certifications, representations, facts or information becomes or is found to be untrue, incomplete or incorrect during the term of the Contract or County Privilege.

BUSINESS NAME: Acxiom Corporation

BUSINESS ADDRESS: 1501 Opus Place, Downers Grove, IL 60515

BUSINESS TELEPHONE: (630) 944-1501 FAX NUMBER: (630) 944-0352

CONTACT PERSON: Dave Schlesselman

FEIN: 71-0581897 *IL CORPORATE FILE NUMBER: 5486-555-1

LIST THE FOLLOWING CORPORATE OFFICERS:

PRESIDENT: Scott Howe VICE PRESIDENT: John Adams

SECRETARY: Catherine Hughes TREASURER: Jay McCrary

**SIGNATURE OF ~~PRESIDENT~~ Industry Leader

ATTEST: _____ (CORPORATE ~~SECRETARY~~ Director of Finance)

Subscribed and sworn to before me this

11th day of Oct, 2011.

My commission expires:

OFFICIAL SEAL
JUDITH G RASMUSSEN
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES:04/23/15

Notary Public Signature

Notary Seal

* If the corporation is not registered in the State of Illinois, a copy of the Certificate of Good Standing from the state of incorporation must be submitted with this Signature Page.

** In the event that this Signature Page is signed by any persons than the President and Secretary, attach either a certified copy of the corporate by-laws, resolution or other authorization by the corporation, authorizing such persons to sign the Signature Page on behalf of the corporation.

CERTIFICATE OF CORPORATE AUTHORITY

The undersigned certifies that he is the Vice President, Legal Counsel of Acxiom Corporation, a Delaware corporation ("Acxiom"), and that:

1. Dave Schlesselman, in his role as an Industry Leader for Acxiom, has been duly authorized by the Board of Directors of Acxiom to take such action in the name an on behalf of Acxiom as may be necessary or appropriate in connection with Acxiom's engagement with Cook County.

2. The actions which Mr. Schlesselman is authorized to take in this regard include the execution and delivery of the Economic Disclosure Statement and Execution Document ("EDS").

3. Alan Cole, in his role as a Director of Finance for Acxiom, has been duly authorized by the Board of Directors of Acxiom to attest and execute the EDS.

DATED this 6th day of October, 2011.

Shayne D. Smith
Vice President, Legal Counsel
Acxiom Corporation

Subscribed and sworn to before me this

6th day of October, 2011.

Susan Diann Murdoch
Notary Public Signature

My Commission expires:

2-04-15
Notary Seal

SUSAN DIANN MURDOCH
COMM. EXP.
NOTARY
PUBLIC
02-04-15
ONOKE CO., ARKANSAS

SIGNATURE BY A CORPORATION
(SECTION 8)

The Undersigned hereby certifies and warrants: that all of the statements, certifications, and representations set forth in this EDS are true, complete and correct; that the Undersigned is in full compliance and will continue to be in compliance throughout the term of the Contract or County Privilege issued to the Undersigned with all the policies and requirements set forth in this EDS; and that all of the facts and information provided by the Undersigned in this EDS are true, complete and correct. The Undersigned agrees to inform the Purchasing Agent in writing if any of such statements, certifications, representations, facts or information becomes or is found to be untrue, incomplete or incorrect during the term of the Contract or County Privilege.

BUSINESS NAME: See page "EDS-16a"

BUSINESS ADDRESS: See page "EDS-16a"

BUSINESS TELEPHONE: See page "EDS-16a" FAX NUMBER: See page "EDS-16a"

CONTACT PERSON: See page "EDS-16a"

FEIN: See pg "EDS-16a" *IL CORPORATE FILE NUMBER: See pg "EDS-16a"

LIST THE FOLLOWING CORPORATE OFFICERS:

PRESIDENT: See pg "EDS-16a" VICE PRESIDENT: See pg "EDS-16a"

SECRETARY: See pg "EDS-16a" TREASURER: See pg "EDS-16a"

****SIGNATURE OF PRESIDENT:** See page "EDS-16a"

ATTEST: See page "EDS-16a" **(CORPORATE SECRETARY)**

Subscribed and sworn to before me this

See pg "EDS-16a" day of See pg "EDS-16a", 20___.

x See page "EDS-16a"
Notary Public Signature

My commission expires:
See page "EDS-16a"
Notary Seal

* **If the corporation is not registered in the State of Illinois, a copy of the Certificate of Good Standing from the state of incorporation must be submitted with this Signature Page.**

** **In the event that this Signature Page is signed by any persons than the President and Secretary, attach either a certified copy of the corporate by-laws, resolution or other authorization by the corporation, authorizing such persons to sign the Signature Page on behalf of the corporation.**

SIGNATURE BY A CORPORATION
(SECTION 8)

The Undersigned hereby certifies and warrants: that all of the statements, certifications, and representations set forth in this EDS are true, complete and correct; that the Undersigned is in full compliance and will continue to be in compliance throughout the term of the Contract or County Privilege issued to the Undersigned with all the policies and requirements set forth in this EDS; and that all of the facts and information provided by the Undersigned in this EDS are true, complete and correct. The Undersigned agrees to inform the Purchasing Agent in writing if any of such statements, certifications, representations, facts or information becomes or is found to be untrue, incomplete or incorrect during the term of the Contract or County Privilege.

BUSINESS NAME: See page "EDS-16a"

BUSINESS ADDRESS: See page "EDS-16a"

BUSINESS TELEPHONE: See pg "EDS-16a" FAX NUMBER: See pg "EDS-16a"

CONTACT PERSON: See page "EDS-16a"

FEIN: See pg "EDS-16a" *IL CORPORATE FILE NUMBER: See pg "EDS-16a"

LIST THE FOLLOWING CORPORATE OFFICERS:

PRESIDENT: See pg "EDS-16a" VICE PRESIDENT: See pg "EDS-16a"

SECRETARY: See pg "EDS-16a" TREASURER: See pg "EDS-16a"

**SIGNATURE OF PRESIDENT: See page "EDS-16a"

ATTEST: See page "EDS-16a" (CORPORATE SECRETARY)

Subscribed and sworn to before me this

See pg EDS-16a day of See pg EDS-16a, 20___.

x See pg EDS-16a
Notary Public Signature

My commission expires:
See pg EDS-16a
Notary Seal

* **If the corporation is not registered in the State of Illinois, a copy of the Certificate of Good Standing from the state of incorporation must be submitted with this Signature Page.**

** **In the event that this Signature Page is signed by any persons than the President and Secretary, attach either a certified copy of the corporate by-laws, resolution or other authorization by the corporation, authorizing such persons to sign the Signature Page on behalf of the corporation.**

COOK COUNTY SIGNATURE PAGE
(SECTION 9)

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

Toni Preckwinkle
PRESIDENT, COOK COUNTY BOARD OF COMMISSIONERS

Maria de Lourdes Coss
COOK COUNTY PURCHASING AGENT

Robert Renbold
COOK COUNTY COMPTROLLER

DATED AT CHICAGO, ILLINOIS THIS 20th DAY OF December, 2011.

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

THE FOREGOING BID/PROPOSAL AS IDENTIFIED IN THE CONTRACT DOCUMENTS FOR CONTRACT NUMBER

_____

OR

ITEM(S), SECTION(S), PART(S): _____

_____

TOTAL AMOUNT OF CONTRACT: $ 23,203,710.00
(DOLLARS AND CENTS)

FUND CHARGEABLE: (717/016-441)

APPROVED AS TO FORM:

ASSISTANT STATE'S ATTORNEY

04.09

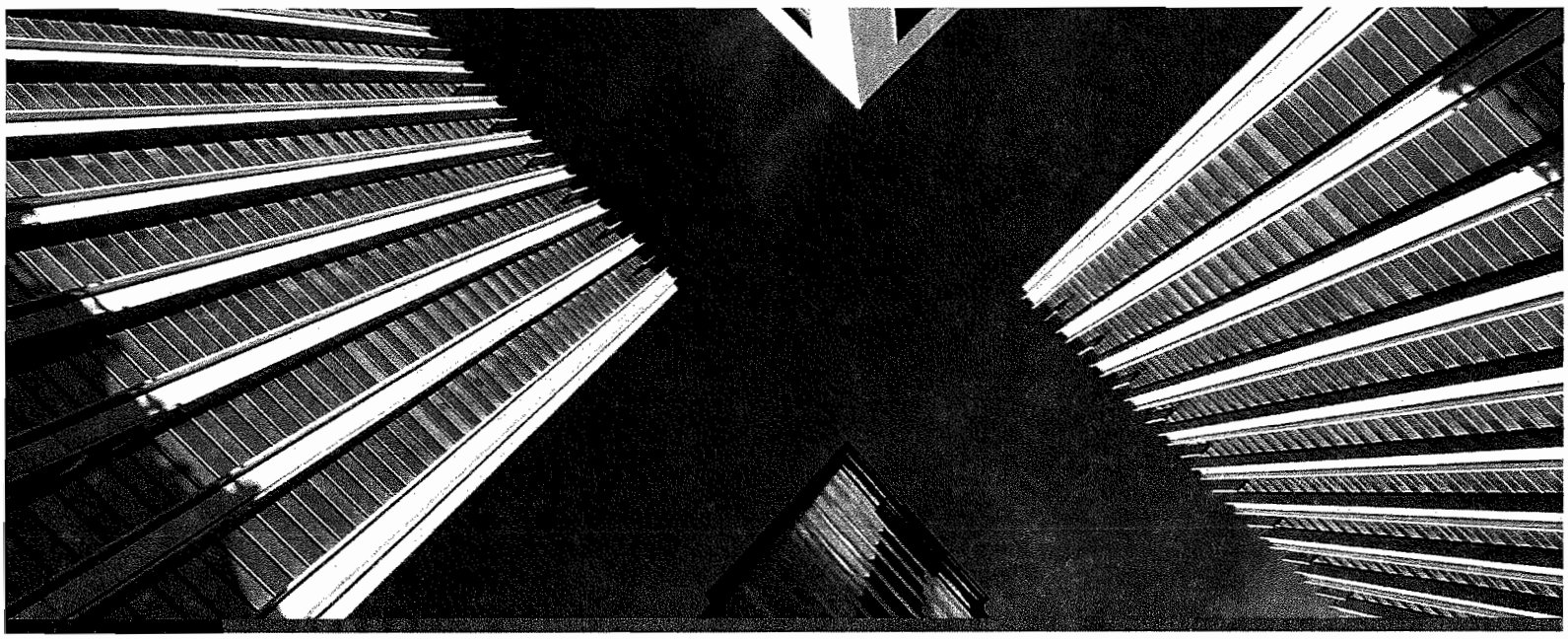
EXHIBIT 1

County Statement of Work

ACXIOM®
WE MAKE INFORMATION INTELLIGENT™

Exhibit 1

Cook County
Mainframe Outsourcing Services
Statement of Work



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1 Mainframe Outsourcing Services

Acxiom will provide the centralized computing services required to support Cook County's mainframe environment as further described below in this Statement of Work (SOW), the "Mainframe Services". Unless otherwise set forth herein, all Mainframe Services will be performed utilizing the hardware and software specified in Schedule 1 Hardware and Software to this Exhibit 1 and incorporated herein by reference at the baseline volumes as described in Exhibit 2 Schedule of Compensation Charges and as such Exhibits and Schedules that may be amended by the parties from time to time.

As part of the Mainframe Services, Circuit Court will have access to resources as specified by Cook County and as described herein.

Acxiom will provide hardware and software in support of the Clerk of the Circuit Court's processing as specified in Schedule 1 Hardware and Software, but will not provide services or support to Circuit Court except as noted in this Exhibit 1. There are certain console and hardware functions that Acxiom cannot allow Circuit Court to perform and which Acxiom will perform.

Set forth below in each section are the roles and responsibilities of the Parties as applicable to the referenced Section of the Mainframe Services SOW.

1.1 Mainframe Outsourcing Services

Acxiom shall perform the Mainframe Services as described in this SOW at the level of service set forth in this SOW ("Service Level") to ensure Cook County's Mainframe Systems, as defined in Schedule 1 Hardware and Software are available and optimized to the extent possible for Cook County's applications and users. In the event of a failure by Acxiom to provide the Mainframe Services in accordance with the applicable Service Levels set forth in this Exhibit 1, Acxiom will incur the performance credits ("Performance Credits") identified in and according to the schedule set forth in Exhibit 2A Performance Credits. Notwithstanding the foregoing, Acxiom shall not be responsible, and Cook County shall not accrue Performance Credits, for any failure to meet a Service Level to the extent a Service Level failure is attributable to an Excused Performance Problem.

Mainframe Processing Activities and Tasks

Task	Acxiom	Cook County
Mainframe Processing		
Operate and maintain the Mainframe environment 24 hours per day, 7 days per week, except for Scheduled Downtime, unless otherwise requested and agreed by the Parties	X	
Provide the facilities, utilities and management tools required to support the Mainframe Services as described in this SOW and as defined in Schedule 1 Hardware and Software	X	

Task	Acxiom	Cook County
Provide Services as described in this SOW for Cook County's mainframe environments as defined in Schedule 1 Hardware and Software	X	
Ensure that the system and supported software are available per the SLA requirements, meeting the operating schedules of Cook County, 24 hours per day, 7 days per week (subject to scheduled downtime as agreed by the parties)	X	
Provide access to Systems necessary for the Services and other Systems identified by Cook County consistent with the operating environment specified in Schedule 1 Hardware and Software to this SOW and the terms and conditions set forth in the MSA	X	
Optimize Cook County's Mainframe systems to the extent possible by effectively managing and analyzing Cook County's Mainframe resources with metrics as defined in this SOW	X	
Endeavor, during the Term, to enhance processing capabilities and efficiencies of the Equipment in the Data Center through technology changes, System tuning and other run-time improvements;	X	
Perform regular monitoring of utilization needs and efficiencies	X	
Consistent with the Agreement, operate, support and maintain third-party products and services	X	

1.2 Migration Plan

1.2.1 Service Category Description

Migration is the process of managing the integration of Cook County's environment into Acxiom's data center. Acxiom's Migration Project Manager will oversee the entire migration with the support of a staff of experts from the entire IT support spectrum. The project team will interact closely with Cook County to ensure a seamless transition.

1.2.2 Required Resources

Transition Project Management

Acxiom's migration team uses industry-standard project management practices and a time-proven methodology to plan, develop, test, perform and support the migration process.

Acxiom will assign a Migration Project Manager who will have overall responsibility for the transition of Cook County's environment to Acxiom. The Migration Project Manager will work closely with Cook County to define the scope of the project, allocate resources, initiate meetings and working sessions, develop a detailed migration plan and schedule, track progress of activities, report project status, and escalate issues to management when required. A sample migration plan is attached to this Exhibit 1 as Attachment 1-1. Once the

plan is developed and agreed upon, within 30 days following contract execution, the final migration plan will replace the Sample Migration Plan as Attachment 1-1.

Acxiom's strategy for minimizing risk during the migration process is to ensure activities are thoroughly planned, the proper resources to perform the work are assigned, changes to the environment are minimized during the transition, required changes are completely tested, and the project is well managed.

Migration Plan Activities and Tasks

Task	Acxiom	Cook County
Migration Plan		
Perform due diligence to gather information used to clarify assumptions and validate the transition plan. The due diligence process involves Customer support staff and lasts from several days to a few weeks, depending on the complexity of the transition. Interviews are conducted, findings are documented, and the results of the process are used to refine the services proposal and finalize the statements of work for the transition and ongoing services	X	
Develop a project scope document defining the key deliverables, major milestones, migration strategy, and risk management plan for the transition project	X	
Select a project team comprised of both Acxiom and Customer participants, conduct a kick-off session to orient the project team on the project scope and objectives, and schedule regular meetings to track progress, maneuver obstacles, and manage change	X	
Develop a detailed migration project schedule detailing the activities, target dates, dependencies, and resources required to deliver the solution defined in the Cook County statement of work	X	
Conduct weekly status/review meetings with Cook County to communicate project status and ensure that revisions to the plan or schedule are discussed and agreed upon	X	
Create weekly status reports to communicate status to Acxiom and Cook County management	X	
Document issues, allocate resources to provide resolution, and provide timely escalation of unresolved issues to Acxiom or Cook County management	X	
Ensure adherence to Acxiom's project management methodologies and standards	X	
Upon completion of the migration project, conduct a formal transition of Cook County support functions to Acxiom's client management and production support teams	X	
Business and technical participation on the migration team		X
Provide access to facilities to inventory hardware		X
Provide access to technical and operational diagrams and documentation		X
Provide access to hardware and software leases and agreements		X
Provide access to selected staff members for interviews		X

Task	Acxiom	Cook County
Integration of pre-migration changes in the Customer environment deemed essential to the transition		X
Ownership of testing activities involving end-users		X
Commitment of outage windows on existing production systems to accommodate migration activities		X
Approval of the solution, migration plan and subsequent changes		X
Project sign-off at completion		X

1.2.3 Tools

- Automated system data collection tools
- Propriety migration processes and procedures
- Propriety inventory and asset management software
- Industry standard project management methodology
- Project management software (MS Project)
- MS Office products, including the use of work collaboration features
- MS Visio diagramming software

1.2.4 Communications

- Weekly status reports
- Weekly client review meetings

1.2.5 Assumptions

- Cook County will appoint a project manager to provide an interface to Acxiom's project manager
- Acxiom's solution assumes that all job documentation, re-run/restart information, critical path batch jobs, escalation procedures, on-call lists, data control procedures, automation policies, and operations runbooks are complete, up to date, and will be provided during migration. If these items are not available, Acxiom will create them for additional fees.
- Assumes that full-time on-site presence is not required at Cook County

1.2.6 Service Levels

There are no Service Levels specific to this section. The migration project will manage to project milestones.

1.2.7 Reporting

- Due diligence summary document
- Updated Project scope document
- Updated Detailed migration plan and schedule
- Updated Technical design documents
- Issues log

1.2.8 Billing and Invoicing

Migration services as described above are included in Acxiom's fees as governed by Exhibit 2 Schedule of Compensation.

1.3 Data Center Move

1.3.1 Service Category Description

A data center move is the process of managing the migration of Cook County equipment and/or business systems processing from their Chicago, Illinois location to Acxiom's Downers Grove, IL location. The data center move will involve the migration of Cook County and Circuit Court applications and data to an Acxiom-provided environment. Data center moves always involve a network migration, and often require a transitioning of technical support, Service Desk and operational responsibilities. Acxiom's migration project teams are experienced in many different approaches, platforms, and levels of complexity. Acxiom will work with Cook County to develop a custom solution that exactly matches their needs.

1.3.2 Required Resources

Migration services provided in addition to those identified in the Transition Project Management section are summarized below.

Data Center Move Activities and Tasks

Task	Acxiom	Cook County
Data Center Move		
Build IT infrastructure included in this statement of work	X	
Hardware/software	X	
Circuit Procurement		X
Facilities preparation (power, cabling, etc.)	X	
Hardware/software installation and configuration	X	
Component and system testing	X	
Create and/or update customer documentation	X	

Task	Acxiom	Cook County
Coordinate relocation of Cook County infrastructure (if required)	X	
Convert Cook County products or services to Acxiom standards products or services as defined in this statement of work	X	
Facilitate knowledge transfer to Acxiom support staff	X	
Integrate Cook County requirements into systems management disciplines	X	
Assist Cook County in coordinating end-user testing of the environment prior to migration	X	
Develop a detailed migration cutover plan and thoroughly test the migration process	X	
Manage the final cut-over to Acxiom-provided services	X	
Participation on the migration team		X
Application installation and configuration (if required)		X
Ownership of testing activities		X

1.3.3 Tools

There are no tools specific to this section. Tools utilized for migration are described in the Migration Plan section of this Statement of Work.

1.3.4 Communications

Communications are as described in the Migration Plan section of this Statement of Work.

1.3.5 Assumptions

- Acxiom's solution assumes a 48-hour migration outage window
- No electronic data migration of DASD or tape is included. Data will be moved via tape backup and restore
- Cook County will provide all existing tape media for migration
- Acxiom will be able to conduct due diligence as part of migration planning
- Cook County and Circuit Court personnel provide full cooperation for migration planning and execution

1.3.6 Service Levels

There are no Service Levels specific to this section. The migration project will be managed to project milestones.

1.3.7 Reporting

- Updated technical design documents
- Operational procedures
- Migration cutover script document

1.3.8 Billing and Invoicing

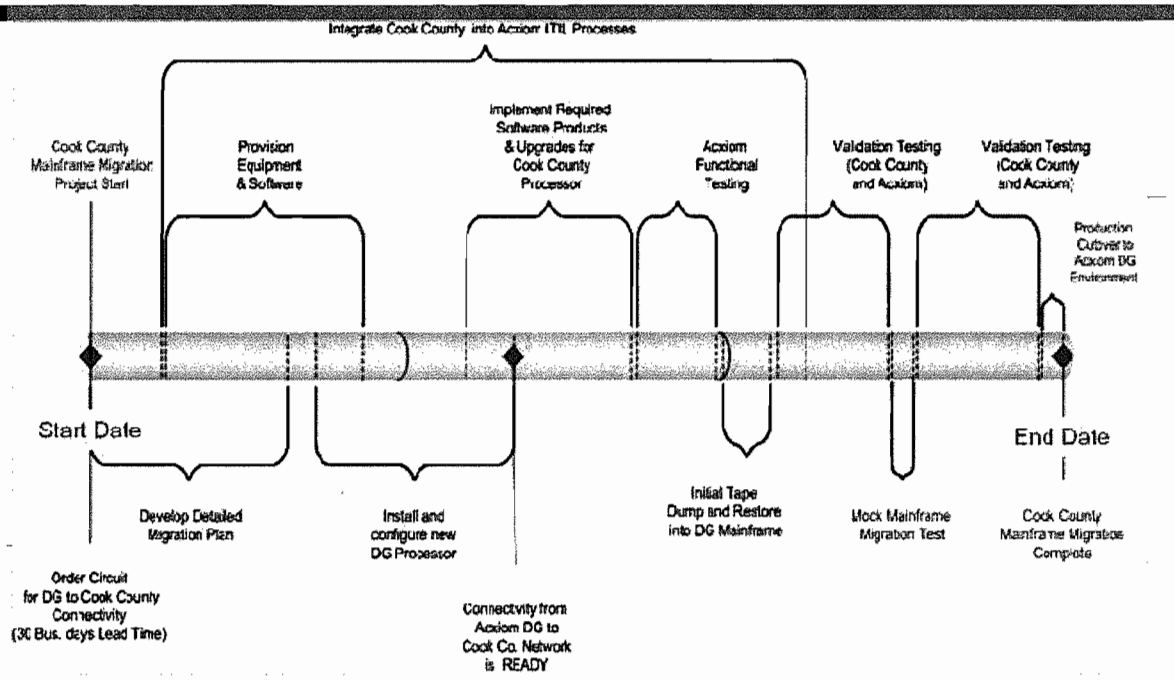
Migration services as described above are included in Acxiom's fees as governed by Exhibit 2 Schedule of Compensation with the following baselines:

Baselines

- A maximum of 1 calendar month of pre-migration testing as allowed by the migration schedule and timeline requirements.
- 1 mock migration test

  A mock migration test is a dress rehearsal for the corresponding production cutover event which is tailored to verify external application connectivity (interfaces to other business applications, successful connectivity to partners and customers are able to access migrating applications via normal process. Applications undergoing mock migration testing would have access to Cook County's production network. One detailed plan is developed for both the mock migration and production cutover events. Task timings are validated or adjusted for the production cutover event. Mock migration event duration is scheduled to match the expected timing of the production cutover and is scheduled upon mutual agreement with Cook County. At the end of the mock migration, the tested applications are shutdown and restarted in the Cook County data center.

Attachment E-1
Migration Plan


Integrate Cook County into Acxiom ITIL Processes
Cook County Mainframe Migration Project Start
Provision Equipment & Software
Implement Required Software Products & Upgrades for Cook County Processor
Acxiom Functional Testing
Validation Testing (Cook County and Acxiom)
Validation Testing (Cook County and Acxiom)
Production Cutover to Acxiom DG Environment
Start Date
End Date
Develop Detailed Migration Plan
Install and configure new DG Processor
Initial Tape Dump and Restore into DG Mainframe
Mock Mainframe Migration Test
Cook County Mainframe Migration Complete
Order Circuit for DG to Cook County Connectivity (30 Bus. days Lead Time)
Connectivity from Acxiom DG to Cook Co. Network is READY

1.4 Online Application Management

1.4.1 Service Category Description

Acxiom will install, configure and support CICS and the CICS components of other software for Cook County as described in Schedule 1 Hardware and Software. This service also covers the ancillary systems software for all online regions. Cook County will continue to maintain ownership and support of the applications that run in the online regions.

Acxiom will provide services as described in this service category for the 6 Production and 6 Test CICS regions currently running in Cook County's mainframe environment.

1.4.2 Required Resources

- Acxiom technical support staff will provide ongoing technical support for Cook County's CICS environment utilizing our standard change control and incident management processes. Acxiom will review new technical changes for online systems, maintenance requirements, and software upgrades and will work with Cook County to identify potential risks to business applications.
- Cook County will provide Acxiom with a list of personnel authorized to make changes to CICS
- Cook County will retain responsibility for Application development and support.

CICS Management Activities and Tasks

Task	Acxiom	Cook County
Technical Support – CICS Management		
Install, configure and define CICS and the CICS component of other software	X	
Apply Software maintenance to CICS and the CICS component of other software	X	
Perform CICS system level problem determination and resolution (see CICS Management Note 1)	X	
Participate in planning and execution of disaster recovery of CICS regions with Cook County as applicable for contracted disaster recovery services	X	
Provide CICS Transaction Reports to Cook County as described in section 1.2.7	X	
Provide advance notification of required updates to Cook County in accordance with agreed upon change management policies and procedures	X	
Application development, support and maintenance		X
Development, support and maintenance for the APIN application		X
Provide advance notification of required updates to Acxiom in accordance with standard change management procedures		X

Task	Acxiom	Cook County
Perform problem determination and resolution for applications and client-supported components		X
Provide test cases and Cook County personnel to enter transactions and perform testing for CICS changes		X
Coordinate and communicate with internal Cook County resources as required		X

1.1.1.1 CICS Management Notes:

1. In cases where system-level problem determination determines conclusively that a problem resides in applications or client-supported components, Acxiom will notify Cook County and transition support documentation as needed to allow Cook County to assume resolution efforts.

1.4.3 Tools

- Acxiom will utilize CICS-related software tools as detailed in Schedule 1 Hardware and Software

1.4.4 Communications

- Acxiom will monitor Cook County's CICS regions and review trends and anomalies with Cook County as needed.
- All changes, issues and abends will be reported utilizing Acxiom's standard Change Control and Incident Management processes.
- Cook County will communicate all requests for changes to the CICS environment utilizing Acxiom's request management processes.

1.4.5 Assumptions

-
- Cook County's application personnel will sign-off on testing of CICS software changes in the test CICS regions.

1.4.6 Service Levels

1.4.6.1 Online Application Management Service Levels

The Service Levels referenced in this section will be measured and calculated on a monthly basis.

Availability: All mainframe Production application (CICS/DB2/IMS) Regions will be 99.8% available on a 7 x 24 basis except for scheduled downtime and excused performance. Online region outages caused by unsupported software or application problems will be excused from this calculation.

Availability on Demand: Occasionally, if online applications will be required outside of the scheduled hours, Acxiom must provide access to the requested applications on an exception basis. In these instances, Acxiom will forgo scheduled backups and batch processing to provide the requested availability.

Performance: Provide response time for Production mainframe client transactions in defined production CICS environments within agreed upon response time target.

Transactions to be measured will include critical mainframe Cook County transactions only and will not include system or conversational transactions. The list of critical Mainframe client transactions (maximum of 20) will be measured by the single average of the 20 transactions response times. The SLA target will be set as the average + [2] standard deviations using a representative time period of peak processing cycles as confirmed by Cook County, calculated with SAS statistical functions typically using a minimum of 6 months of client historical SMF data. Acxiom will meet the response time target 90% of the time for the listed Cook County transactions

[List to be provided]
Response target is [n.nn] seconds

1.4.7 Reporting

Upon request, Acxiom will provide Cook County with our standard monthly CICS reports:

- Response SLA Summary
- CICS Monthly Totals
- Transaction Summary

Should Cook County require additional reporting or conversion of current reports, Acxiom will work with Cook County to determine the cost impact of the additional reporting requirements.

1.4.8 Billing and Invoicing

Online (CICS) Management services as described above are included in Acxiom's fees for the baseline number of CICS regions as governed by Exhibit 2 Schedule of Compensation.

Baseline = 6 Production CICS regions and 6 Test CICS regions

1.5 Batch Application Management

1.5.1 Service Category Description

Acxiom will provide Job Monitoring Services and Job Scheduling Services to Cook County as described in this Section at baseline volumes utilizing Allen Systems Group Workload Scheduler. Acxiom will provide System Monitoring Services to Cook County which consists of System Automation and Console Monitoring Services for Cook County's two Mainframe LPARs.

1.5.1.1 Batch Job Scheduling and Setup:

Acxiom will perform Job Scheduling services required to maintain the application requirements for batch processing as directed by Cook County. Cook County is responsible for process design and JCL creation for job flow modifications. Acxiom will install these additions or modifications at Cook County's direction. Acxiom will add new jobs (permanent and/or temporary), add new schedules (permanent and/or temporary), and remove obsolete jobs and schedules (permanent and/or temporary), and assure that the schedules initiate and run correctly, and perform calendar maintenance.

1.5.1.2 Job Schedule Monitoring

Acxiom will set up the scheduling product to automatically validate the successful completion of each job in accordance with Cook County's specifications. In the event of a detected job failure, Acxiom will take action to notify Cook County's specified support team for corrective action. Acxiom's response will be based on predefined rules provided by Cook County. If predefined rules are not available, directions on a case-by-case basis will be provided by Cook County at the time of the failure. Cook County will restart or "force complete" jobs during nightly schedule processing.

1.5.1.3 System Monitoring

Acxiom shall perform Mainframe system monitoring including automated and limited manual monitoring of system resources and tasks, handling of system events, and enabling system recovery procedures if necessary. Acxiom will perform System Automation and Console Monitoring services for Cook County's two LPARs located in Acxiom's Data Center.

1.5.1.4 System Automation

Acxiom will install, configure and implement our Standard Mainframe System Event Monitoring Solution into Cook County's two Mainframe LPARs. This automation is designed to eliminate manual repetitive tasks, proactively identify and respond to exceptional events (hardware errors, software errors, outstanding messages, scheduled job failures, etc.), reduce manual errors and improve system performance and availability. When an exceptional event is identified, an incident ticket is automatically opened and assigned to the appropriate Acxiom or Cook County support team within Acxiom's Service Desk tool, where notification, management and escalation occur.

1.5.1.5 Console Monitoring

Acxiom shall provide to Cook County console operations 24-hours-a-day, 7-days-a-week to deliver Console Monitoring services in an exception-driven environment. Console Monitoring services assume that System Automation, as described above, is implemented in Cook County's environment.

1.5.2 Required Resources

Acxiom will provide job schedulers to monitor, run, and maintain Cook County's schedules within Allen System Group Workload Scheduler.

Acxiom's Scheduling and Monitoring teams will perform job abend notification, as documented in Allen Systems Group Workload Scheduler and in accordance with the requirements provided by Cook County. If recovery instructions are not available, Cook County will be notified. If the primary application contact fails to respond to Acxiom by telephone and/or paging communication, Acxiom staff will attempt to contact the secondary application support person. If both the primary and secondary application contacts fail to respond, the Acxiom staff will follow the agreed upon escalation process. Cook County will perform all job restarts and "force complete" jobs in the schedule as needed.

The Acxiom technical support staff will provide ongoing support to Cook County's batch application environment. This includes installation and maintenance of new releases of Allen Systems Group Workload Scheduler and other systems software products as defined in Schedule 1 Hardware and Software that are required to support Cook County's batch application environment. Acxiom job schedulers will perform any conversion to newer releases of Allen Systems Group Workload Scheduler in support of Cook County's batch application schedule.

Cook County will communicate via email all work order requests, with proper authorization, to Acxiom.

Cook County's application staff will maintain primary and secondary call-lists for Cook County applications and provide documentation of critical path jobs. Cook County's application staff will respond to Acxiom calls in a timely manner.

Acxiom will provide Job Scheduling services as described in this service category for the Cook County batch scheduling environment. Acxiom Scheduling Services includes support for a maximum of 10 Job Schedule changes per month.

Acxiom will provide Job Monitoring support for the 8,200 production scheduled jobs run by Cook County each month in Allen Systems Group Workload Scheduler. Acxiom will provide support for 75 adhoc requests and manual job submissions per month and up to 82 abends per month.

System Scheduling and Monitoring Activities and Tasks

Task	Acxiom	Cook County
System Scheduling and Monitoring - Batch Job Scheduling and Set-up		
Gather requirements from Cook County	X	
Setup jobs as directed by Cook County	X	
Test jobs		X
Review call-out procedures	X	
Add, change or delete jobs	X	
Add, change or delete schedules	X	

Task	Acxiom	Cook County
Perform execution of jobs	X	
Automate manual processes when possible (e.g. CICS startup/shutdown, parameter insertions, etc.)	X	
Perform Ad Hoc job executions for jobs not a part of the normal schedule, which scheduling and/or operations must run and/or monitor at baselines volumes	X	
Provide Standard Daily Ticket report	X	
Process design and JCL creation for job flow modifications		X
Provide Job JCL		X
Provide run documentation including instructions on who to contact at Cook County in case of failures		X
Validate schedule configuration		X
Provide written change requests, submitted through standard change control procedures		X
System Scheduling and Monitoring - Job Schedule Monitoring		
Monitor batch processing schedules for exceptions, which includes ABENDS or late processing flags for all jobs run out of the scheduling software	X	
Notify the responsible Cook County team in the event of a job failure	X	
Open Incident ticket in Acxiom's Incident Management System	X	
Escalate Incidents according to Cook County approved guidelines	X	
Perform job restarts or force completions		X
Follow-up on re-occurring job failures		X
Provide Standard Daily Ticket Report	X	
Provide documented job call-out instructions and participation in documentation development		X
Provide contact and escalation information		X
Resolve Application batch processing job failures		X

Activities and Tasks

Task	Acxiom	Cook County
System Scheduling and Monitoring - System Automation		
Install, configure, implement and maintain the Acxiom Mainframe System Event Monitoring Solution	X	
Identify threshold violation events (memory, virtual storage, paging, system dumps)	X	
Identify critical system events (hardware and software errors and action messages)	X	
Provide automated message response to common messages that require response (WTORs)	X	
Open incident tickets in the Service Desk tool when critical events are identified	X	
Implement Master Console message suppression	X	
Implement startup and shutdown IPL	X	
Implement automated system started task management (start-up, shutdown, and monitoring)	X	

Task	Acxiom	Cook County
Implement additional automation opportunities as identified	X	
Open a Service Request for any custom automation required		X

Activities and Tasks

Task	Acxiom	Cook County
System Scheduling and Monitoring - Console Monitoring		
Respond to system error and exception messages other than those responded to by automation	X	
Identify system tasks and/or messages that are candidates for automation	X	
Provide level 1 support and analysis for system error and exception messages as detected by automation	X	
Escalate and follow-up on system error and exception messages as detected by automation following Acxiom Incident Management processes	X	
Escalate and follow-up on hardware error alerts following Acxiom Incident Management processes	X	
Provide level 1 resolution and/or escalate problem and request tickets generated by automation	X	
Provide Standard Daily Ticket report	X	
Perform system recycles (shutdown / IPL procedures)	X	
Provide system maintenance timeline for Change Management process	X	
Coordinate with Clerk of the Circuit Court for IPLs of Circuit Court LPARS	x	
Coordinate with Acxiom for IPLs of Circuit Court LPARS		X (Circuit Court)
For IPLs of Circuit Court LPARs, execute complete LPAR shutdown through completion of "Z EOD" command		X (Circuit Court)
Initiate IPL process for Circuit Court LPARs as directed by Circuit Court at hardware console	X	
Complete IPL startup process from the point that "ENTER SYSTEM PARAMETERS" prompt appears on the master console of Circuit Court LPARs		X (Circuit Court)
Maintain Standard Operating Procedures (SOP) for Acxiom's internal use to include: • System Maintenance (shutdown / IPL initial program load procedures) • Problem management and escalation procedures • Cook County specific procedures as provided by Cook County	X	

1.5.3 Tools

- Acxiom will utilize Operations and Scheduling related software tools to support Cook County's batch processing requirements as detailed in Schedule 1 Hardware and Software

1.5.4 Communications

- Acxiom will monitor Cook County's production batch schedules and review trends and anomalies with Cook County's batch environment as needed.
- All changes, issues and abends will be reported utilizing Acxiom's standard Change Control and Incident Management processes.
- Cook County will communicate all requests for changes to the scheduling environment utilizing Acxiom's request management processes.

1.5.5 Assumptions

- Acxiom will provide System Automation, Console Monitoring, Job Scheduling and Job Monitoring services to Cook County for the current two LPARs and the current schedules at the baseline workload volumes described in this Section.
- Cook County's application staff will respond to all job problem notifications in a timely manner.
- Acxiom's automation solution assumes that no automation is currently in place on Cook County's LPARs and that Acxiom can implement our standard automation product and processes.
- Circuit Court will allow for IPL windows as may be required for changes affecting the hardware environment
- Acxiom will provide support for the Circuit Court IPLs up to one IPL per week per LPAR
- Cook County will allow for adequate IPL outage windows to maintain software currency and allow for maintenance of the environment
- Cook County's ad-hoc requests include jobs that are submitted nightly outside of the schedule
  - (2) jobs Monday-Thursday
  - (6) jobs Friday
- Acxiom will monitor production work that comes from Allen Systems Group Workload Scheduler only.
- Acxiom's solution assumes that all job documentation, re-run/restart information, critical path batch jobs, escalation procedures, on-call lists, data control procedures, automation policies, and operations runbooks are complete, up to date, and will be provided during migration. If these items are not available, Acxiom will create them for additional fees.

1.5.6 Service Levels

1.5.6.1 Batch Application Management Service Levels

The Service Levels referenced in this section will be measured and calculated on a monthly basis.

- There are no SLAs for batch completion since Cook County controls the job schedule restart processing.

1.5.7 Reporting

Upon request, Acxiom will provide the "Daily Ticket Report" to Cook County which reflects all Job Scheduling requests as well as all Job Abends and any activity related to the processing of the batch schedules.

Should Cook County require additional reporting or conversion of current reports, Acxiom will work with Cook County to determine the cost impact of the additional reporting requirements.

1.5.8 Billing and Invoicing

All services as described in this section at the baseline volumes are included in Acxiom's fees as governed by Exhibit 2 Schedule of Compensation.

Baselines:

Job Monitoring and Scheduling Support for

- 9,500 batch jobs per month in the Allen Systems Group Workload Scheduler environment
- 95 abends per month (call-out support only)
- 75 adhoc job manual submissions per month
- 10 Job Schedule changes per month

1.6 TSO Environment Management

1.6.1 Service Category Description

Acxiom shall manage and support the TSO environment for Cook County as part of the overall Operating Systems support. This includes applying maintenance, and making additions, and changes as requested by Cook County.

This service category covers measuring and reporting of TSO response times. This category also includes all TSO related tools (such as TSO PROCs and CLISTs) and utilities as described in Schedule 1 Hardware and Software currently being used by Cook County's mainframe users.

1.6.2 Required Resources

Acxiom systems programming staff will provide ongoing support to Cook County's TSO environment. Cook County will aid in the testing and verification of the TSO environment, as needed, in order to validate TSO environment upgrades and maintenance implementations.

Technical Support – TSO Environment Activities and Tasks

Task	Acxiom	Cook County
Technical Support – TSO Environment Management		
Install, support and maintain TSO and the operating system at vendor-supported levels. • Schedule software upgrades to currently supported release levels • Schedule software upgrades following standard change control procedures	X	
Apply HIPER fixes as required • Review software maintenance buckets on a regular basis for HIPER PTFs • Apply relevant HIPER PTFs on a regular basis following standard change control procedures	X	
Plan, coordinate with Cook County and implement software changes with minimal impact to Cook County • Upgrade software on test systems and perform initial verification • Configure software to meet Cook County's requirements • Implement software changes in production environments • Schedule software changes following standard change control procedures • Plan software implementations so changes may be backed out if necessary	X	
Troubleshoot and resolve software failures • Provide problem resolution • Work directly with software vendor when necessary to resolve software failures	X	
Provide advance notification of required updates to Cook County in accordance with agreed upon change management policies and procedures	X	
Provide advance notification of required updates to Acxiom in accordance with standard change management procedures		X
Provide system requirements		X
Provide application requirements		X
Provide Applications for test environment (if desired)		X
Provide test cases and Cook County personnel to perform testing for operating system software changes		X
Coordinate and communicate with internal Cook County resources as required		X

1.6.3 Tools

- Acxiom will utilize SMF Data as well as system-related software tools as detailed in Schedule 1 Hardware and Software to meet this service objective.

1.6.4 Communications

- All changes, issues and abends will be reported utilizing Acxiom's standard Change Control and Incident Management processes.
- Cook County will communicate all requests for changes to the TSO environment utilizing Acxiom's request management processes.
- Acxiom will review TSO-related issues with Cook County on an as required basis.

1.6.5 Assumptions

- TSO environment changes will be minimal (fewer than five per year).
- Changes to the TSO system exits will be minimal (fewer than two per month).
- Changes to the TSO environment (related to editing/modifying new products) are included in this offering.

1.6.6 Service Levels

1.6.6.1 TSO Environment Management Service Levels

The Service Levels referenced in this section will be measured and calculated on a monthly basis.

Availability:
TSO processing will be available 99.8% of the time except for scheduled downtime and excused performance. TSO outages caused by unsupported software or application problems will be excused from this calculation.

Availability Reporting: TSO availability will be reported on a monthly basis.

1.6.7 Reporting

There are no reports specific to this service.

Should Cook County require additional reporting or conversion of current reports, Acxiom will work with Cook County to determine the cost impact of the additional reporting requirements.

1.6.8 Billing and Invoicing

TSO support services are included in Acxiom's solution as governed by Exhibit 2 Schedule of Compensation.

1.7 Capacity and Performance Management

1.7.1 Service Category Description

Acxiom will provide Capacity Planning Services which are defined as the analysis of current CPU resource utilization and the projection of future CPU consumption as detailed below for Cook County's Mainframe environment. Capacity Planning Services will be provided utilizing the tools as described Schedule 1 Hardware and Software.

For Performance Management, Acxiom will identify, analyze and resolve issues related to transient degradation of Service Levels. Transient degradations are temporary incidents which are not related to general and consistent shortages of resources due to insufficient capacity to support Cook County's workload. Performance issues caused by a general capacity shortage are addressed by the CPU Capacity Planning service. Performance Management Services will be provided using the tools as described in Schedule 1 Hardware and Software.

1.7.2 Required Resources

- Acxiom will work with Cook County to measure and identify usage trends in the Mainframe environment as Cook County's usage is anticipated to decrease when applications are decommissioned.
- Based on SLAs, Acxiom will make recommendations to Cook County concerning modification of the processing environment to meet Cook County's needs.
- Acxiom will make changes to the environment as agreed upon with Cook County.

Capacity Planning Activities and Tasks

Task	Acxiom	Cook County
Capacity Planning		
Manage Acxiom's Capacity Planning database environment	X	
Publish on Acxiom's portal Standard Capacity Planning reports	X	
Review CPU capacity reports and mainframe utilization data	X	
Perform Annual Capacity Planning review with Cook County	X	
Using information included in provided reports, keep Cook County apprised of potential CPU-related capacity issues	X	

Task	Acxiom	Cook County
When Cook County is experiencing capacity-related performance issues, determine and provide capacity recommendation to resolve the performance issues. (see Capacity Planning Note 3)	X	
Provide consultation services with Acxiom's mainframe Capacity Planning team members (see Capacity Planning Note 1)	2 hours per month	
Respond to CPU resource utilization questions (see Capacity Planning Note 2)	X	
Provide defined, scheduled deliverables on current resource usage and future capacity projections affecting the Mainframe environment		X
Participate in the appropriate capacity reviews for the Capacity Planning level selected		X
Review capacity reports which are created and provided by Acxiom		X
Work with Acxiom to relieve problems caused by capacity constraints identified in Cook County's environment		X

1.7.2.1 Capacity Planning Notes:

1. These hours must be consumed in the month they are accrued. Carry over is not allowed, except on an exception basis. Consulting is limited to included services.
2. These activities are drawn from the consulting hours. Extra hours used will be billed at the standard contracted rates.
3. For ongoing performance issues whose cause is determined to be capacity-related and Cook County declines to approve implementation of the recommended capacity changes, Acxiom's SLA responsibility for that area will be waived until such time as the capacity change is approved by Cook County.

Performance Management Activities and Tasks

Task	Acxiom	Cook County
Performance Management		
Define performance metrics, performance metric threshold values, and set alert thresholds based on these metrics using the Acxiom standard performance monitoring tools	X	
Provide automated monitoring of system level performance, based on automated alerts and threshold triggers.	X	
Perform real-time analysis of system level service degradation to determine root cause using the Acxiom performance management tools	X	
For system level performance problems where the root cause is determined to be a lack of capacity, perform CPU Capacity Planning Services as described in CPU Capacity Planning to discuss possible solutions (see Performance Management Note 1)	X	
For system level performance problems where the root cause is not determined to be a lack of capacity, Acxiom will determine the specific actions to be taken to correct conditions impacting service delivery.	X	
Resolve Application issues that are causing performance problems		X

1.7.2.2 Performance Management Notes:

1. These activities are drawn from the consulting hours when the root cause is an ongoing capacity shortage that Cook County chooses not to address. Extra hours used will be billed at the standard contract labor rates.

1. Only available for clients using the dedicated CPU option. Corrective actions are limited by the available resources included in the contract. Additional resource requirements would be handled in the CPU Capacity Planning Services Section.

1.7.3 Tools

- Acxiom will utilize the capacity planning and software management software to provide this service as detailed in Schedule 1 Hardware and Software

1.7.4 Communications

- All changes and issues will be reported utilizing Acxiom's standard Change Control and Incident Management processes.
- Cook County will make requests utilizing Acxiom's request management processes.

1.7.5 Assumptions

Acxiom's proposed level of Capacity Planning and Performance Management services will meet Cook County's needs.

1.7.6 Service Levels

1.7.6.1 Capacity and Performance Management Service Levels

There are no SLAs specific to Capacity Planning and Performance Management, however, these services are geared to enable Cook County to meet the Service Levels for Availability and Performance outlined in the applicable sections of this solution.

1.7.7 Reporting

Upon request, Acxiom will provide Cook County with our standard monthly Capacity reports:

- CPU MIPS Usage Hourly Average by LPAR
- CPU MIPS Usage Weekly Average and Peak by LPAR
- CPU MIPS Use by Workload Monthly Average
- Mainframe I/O Rate per Second Monthly Average

Should Cook County require additional reporting or conversion of current reports, Acxiom will work with Cook County to determine the cost impact of the additional reporting requirements.

1.7.8 Billing and Invoicing

Hardware, software and services are included at baseline levels as governed by Exhibit 2 Schedule of Compensation. The impact of any additional hardware or software requirements will be determined at the time of the request.

The Capacity Planning and Performance Management services are included as governed by Exhibit 2 Schedule of Compensation.

Baseline = 2 hours per month of Capacity Planning consulting

1.8 Tape Management

1.8.1 Service Category Description

Acxiom shall manage Cook County's tape storage including physical and virtual tape, as well as the hardware and software used to provide data storage utilizing standard Acxiom tape management standard tools. Acxiom will ensure that the appropriate tape data is accessible by Cook County and that adequate capacity exists for Cook County's baseline tape data. Acxiom will support the automated tape retention and off-site rotation of tapes as defined by Cook County data backup policies and procedures. This will be supported and tracked via the standard Acxiom tape solution with encryption.

Acxiom shall perform Tape Operations which includes mounting, retrieval and filing tapes, pulling scratch tapes, pulling off-site tapes, verifying off-site tapes, and packing tapes to be sent off-site for Cook County's tape environment for Disaster Recovery. Cook County will use FTP or other transmission software for vendor or client "ship tapes" to ensure that data leaving the data center is encrypted.

As soon as is practical post-migration, Acxiom will convert Cook County's tape environment to Acxiom's standard tape technologies utilizing hardware as described in Exhibit 1 Hardware and Software.

Acxiom will maintain a tape library and perform tape management daily utilizing a Tape Management System, which involves rotating tapes to a vault, bringing tapes back into the library, and pulling or filing active and scratch tapes for daily use.

Where possible, Acxiom will perform tape storage and mounting with automated tape technologies. For the small percentage of tape handling that requires manual tape mounts, or some intervention with an automated tape library device, Acxiom will manually mount a tape on a tape drive, or interact with an automated tape library device as required.

Acxiom will upgrade the tape environment that Cook County utilizes throughout the term of the agreement, as needed, to ensure that this environment is vendor-supported.

1.8.2 Required Resources

- Acxiom will supply tape management services at the Downers Grove Data Center at the baseline volumes as provided in Exhibit 2 Schedule of Compensation.
- Acxiom will provide support for Cook County's tapes that are to be sent off-site for vaulting for Disaster Recovery.
- Acxiom will provide support for CA-1 as part of the Software Management Service which is provided for the Operating System environment.

Technical Support – Tape Storage and Operations Activities and Tasks

Task	Acxiom	Cook County
Technical Support – Tape Storage Management		
Perform off-site tape vaulting for the operating system volume backups	X	
Evaluate Cook County's existing tape environment and provide recommendations for tape strategies	X	
Administer tape management, virtual tape, and silo technology hardware and software	X	
Provide application tape retention and off-site rotation as directed by Cook County • Code tape management definitions per Cook County's requirements • Make changes to the tape management definitions as required for tape retention and off-site vaulting rules	X	
Provide business projections that will affect tape resources		X
Provide storage requirements, including special hardware and/or software requirements		X
Provide 30-day advance notice of temporary or cyclical high usage requirements as they occur from time to time		X
Provide retention and off-site tape rotation requirements in writing		X
Tape Operations – Tape Library Management		
Mount scratch and input tapes	X	
Pull/pre-stage scratches from all defined tape pools	X	
File used tapes	X	
Rotate vault tapes via ATL ejects, manual pulls, or retrieve from other areas	X	
Perform periodic review and update of Cook County's tape retention policies		X
Tape Operations – Tape Mounts		
Mount scratch and input tapes on tape drives	X	
Pull /pre-stage scratches from all volume/serial (VOLSER) ranges	X	

Task	Acxiom	Cook County
File used tapes (floor mounts, SILO ejects, and vault returns)	X	
Load scratch tapes in an Automated Tape Library device (ATL)	X	
Remove input tapes from an ATL for vault shipment or to file in the tape library	X	
Provide projected business usage which impacts media usage (media type, daily volume, and vault volume), with projections periodically updated as reasonably requested by Acxiom		X

1.8.3 Tools

- Acxiom will utilize Tape Management tools as detailed in Schedule 1 Hardware and Software.
- Acxiom will utilize our standard checks and balances to ensure the inventory accuracy of vaulted tapes.

1.8.4 Communications

- Cook County will communicate changes for retention periods and vaulting requirements through the standard request management process. Acxiom will only perform this function at the request of authorized Cook County personnel.
- The Acxiom technical support team will communicate all tape enhancements to Cook County.
- Acxiom will communicate any and all special requests to the vaulting vendor on behalf of Cook County.

1.8.5 Assumptions

- Tape services as described in this section will be performed for baseline tape volumes as provided in Exhibit 2 Schedule of Compensation.
- Acxiom's tape solution as detailed in this section will be sufficient to meet Cook County's needs and SLA requirements.
- All refresh solutions assume replacement technologies will be installed, tested, and functional prior to the decommissioning of older technologies.
- Refresh of the shared tape environment, if required will be for equivalent capacity and configuration.
- Acxiom will prepare all off-site tapes for shipment and will work with Cook County to negotiate a favorable agreement with an off-site tape vendor.

- Assumes that all Cook County tapes are currently bar-coded

1.8.6 Service Levels

1.8.6.1 Tape Management Service Levels

There are no service levels specific to this service.

1.8.7 Reporting

- Acxiom will provide Cook County with the monthly standard TMS Listing
- Upon request, Acxiom will provide the "Daily Ticket Report" to Cook County which reflects all issues related to the tape processing environment.
- Should Cook County require additional reporting or conversion of current reports, Acxiom will work with the Cook County to determine the cost impact of the additional reporting requirements.

1.8.8 Billing and Invoicing

All services as described in this section at the baseline volumes are included in Acxiom's fees as governed by Exhibit 2 Schedule of Compensation.

Baseline Tape Volumes:

- (8,200) 3490 tape volumes (real or virtual)
- (120) T10000 tape volumes

1.9 DASD Management

1.9.1 Service Category Description

Acxiom shall manage all aspects of Cook County's Direct Access Storage Device (DASD) environment including the hardware and software used to support DASD storage. Acxiom will ensure that the appropriate data is accessible by Cook County, and that adequate capacity exists for Cook County's data. Acxiom will utilize current technology to provide Cook County with a high level of reliability, redundancy, availability, and speed.

Acxiom will refresh the DASD environment that Cook County utilizes throughout the term of this agreement as needed to ensure that Cook County's DASD environment remains vendor-supported.

1.9.2 Required Resources

- Acxiom will supply DASD management services at the baseline volumes as provided in Exhibit 2 Schedule of Compensation.
- The Acxiom technical support staff will provide ongoing support for Cook County's DASD environment. This support includes DASD management, dfHSM, and dfSMS management.
- Acxiom will provide DASD hardware configuration support for both Cook County and Circuit Court.
- Cook County will aid in the testing and verification of the DASD environment to validate any DASD environment upgrades and maintenance implementations.
- Acxiom will continue to provide ongoing problem support for all DASD issues.

Technical Support – Storage Management Activities and Tasks

Task	Acxiom	Cook County
Technical Support – Storage Management		
Manage DASD storage resources using standard monitoring tools	X	
Relocate data as needed to meet technical or business requirements	X	
Perform operating system full volume backups 5 days per week or as determined by due diligence	X	
Evaluate Cook County's existing storage environment and provide recommendations for storage strategies	X	
Assist in providing DASD projections based upon Cook County's business projections	X	
Cook County application backup recovery and processes		X
Provide business projections that will affect storage resources		X
Provide storage requirements, including special hardware and/or software requirements		X
Provide DASD data management criteria, such as migration and retention		X
Provide 30-day advance notice of temporary or cyclical high usage requirements as they occur from time to time		X

1.9.3 Tools

- Acxiom will utilize all DASD Management tools as detailed in Schedule 1 Hardware and Software

1.9.4 Communications

- Cook County will communicate changes for retention periods and requests for DASD Management changes through the standard request management process. Acxiom will only perform DASD Changes at the request of authorized Cook County personnel.
- Acxiom technical support will communicate all DASD changes or enhancements to DASD management software to Cook County.

1.9.5 Assumptions

- No DASD special features or functions are required.
- DASD refresh as may be performed during the renewal term will be for equivalent configuration and capacity.
- Acxiom will provide DASD Management services as described in this section at DASD baseline volumes.

1.9.6 Service Levels

1.9.6.1 DASD Management Service Levels

The Service Levels referenced in this section will be measured and calculated on a monthly basis.

DASD Availability: All DASD volumes containing active data will be available 99.99% of the time except for schedule downtime and excused performance. No more than four (4) DASD failures per year will result in application outages.

1.9.7 Reporting

- Upon request, Acxiom will provide the Weekly DASD Utilization Report to Cook County
- Upon request, Acxiom will provide the "Daily Ticket Report" to Cook County which reflects all issues related to the DASD environment.
- Should Cook County require additional reporting or conversion of current reports, Acxiom will work with the Cook County to determine the cost impact of the additional reporting requirements.

1.9.8 Billing and Invoicing

Acxiom's solution includes DASD Management services as described in this section at the Baseline volumes indicated as governed by Exhibit 2 Schedule of Compensation.

Baselines:

- 12,800 GB of storage to support both Cook County and Circuit Court

- 2 DASD subsystem configuration changes per calendar year for Circuit Court

1.10 Network Management

1.10.1 Service Category Description

Acxiom shall install, configure and support Mainframe network connectivity hardware and software for Cook County as described in Schedule 1 Hardware and Software.

Cook County will provide one (1) DS3 and one (1) T1 circuit with a "Letter of Agency" (LOA) for Acxiom's ability to monitor and manage circuit related issues.

Cook County's Mainframe connectivity requirements will be met via an IP network with the Mainframe host components managed by Acxiom and the transport to be provided and managed by Cook County.

Network support will include the day-to-day activities needed to provide Mainframe network reliability, change control, mainframe host network problem determination, and reporting for those network components to be supported by Acxiom.

1.10.2 Required Resources

Acxiom will be responsible for day-to-day changes on the mainframe, and network software upgrades for the Mainframe network components supported by Acxiom. Acxiom's standard Incident Management process will be used to mange problem calls, open tickets, and route incidents to the appropriate teams at either Acxiom or Cook County for resolution.

Technical Support – Mainframe Network Administration Activities and Tasks

Task	Acxiom	Cook County
Technical Support – Mainframe Network Administration		
Perform Mainframe Network product installation, version upgrade, configuration, and definition for Acxiom's Mainframe Network components	X	
Apply software maintenance and perform software problem resolution	X	
Perform definition and configuration changes, including TCP/IP definitions to support environmental changes pertaining to either the Acxiom or Cook County environment	X	
Respond to automated alerts and critical errors using standard automation and problem management tools	X	
Provide support for problem determination and resolution for Mainframe network components that are Acxiom's responsibility	X	
Maintain Mainframe network configuration documentation for Acxiom's internal use	X	

Task	Acxiom	Cook County
Provide advance notification of required updates to Cook County in accordance with agreed upon change management policies and procedures	X	
Provide advance notification of required updates to Acxiom in accordance with agreed upon change management policies and procedures		X
Provide support for problem determination and resolution for Mainframe network components that are Cook County's responsibility		X
Provide documentation for Cook County-provisioned and supported network components		X
Provide test cases and Cook County personnel to perform testing for changes		X
Coordinate and communicate with internal Cook County resources as required		X

1.10.3 Tools

- IBM TCPIP is utilized to provide the Mainframe connectivity.
- Acxiom will utilize Network Management tools as detailed in Schedule 1 Hardware and Software.

1.10.4 Communications

- Cook County will communicate changes for the network environment through the standard request management process. Acxiom will only perform this function at the request of authorized Cook County personnel.
- Acxiom will notify Cook County of all changes or enhancements to network hardware and/or software to Cook County.

1.10.5 Assumptions

- It is assumed that they 3745 / 3746 Front-end processor and associated NCP are decommissioned prior to migration to Acxiom and that all Mainframe network traffic can be accommodated utilizing the OSA Adapters on the Mainframe CPU.

Cook County will provide one (1) DS3 and one (1) T1 circuit with a "Letter of Agency" (LOA) for Acxiom's ability to monitor and manage circuit related issues.

1.10.6 Service Levels

The Service Levels referenced in this section will be measured and calculated on a monthly basis.

1.10.6.1 Network Management Service Levels

VTAM, Availability: VTAM will be available a minimum of 99.8% of the time excluding scheduled downtime and excused performance. There will be a maximum 20 minutes of outage per week excluding scheduled downtime.

1.10.7 Reporting

- Upon request, Acxiom will provide the "Daily Ticket Report" to Cook County which reflects any issues related to the Network environment.
- Should Cook County require additional reporting or conversion of current reports, Acxiom will work with Cook County to determine the cost impact of the additional reporting requirements.

1.10.8 Billing and Invoicing

Acxiom's solution includes Network Management services as described in this section for the resources described in Schedule 1 Hardware and Software as governed by Exhibit 2 Schedule of Compensation.

1.11 Database Management

1.11.1 Service Category Description

Acxiom shall maintain, configure, and support all vendor-supported releases of Cook County's Mainframe Database software and the Mainframe Database components of other software. Acxiom will provide services as described in this service category for the three DB2 subsystems and three IMS regions currently running in Cook County's mainframe environment.

Acxiom will support Cook County's Database environment. This includes all aspects of the Database Management Systems Software. Cook County will retain ownership of the applications within the Database regions.

Cook County will maintain ownership of the viability of all database application backups. Acxiom will execute the backup and restore processes as requested by Cook County as part of the Job Scheduling and Job Monitoring services. Acxiom will work with Cook County to review the backup processes and recommend more timely and efficient methods using current technologies as applicable. Acxiom does not perform application DBA support.

1.11.2 Required Resources

- The Acxiom database administration staff will provide ongoing technical support to Cook County's mainframe database environment. Acxiom will

review new technical changes related to all on-line systems and maintenance requirements as applicable. Acxiom will work with Cook County to identify potential implications of any changes to Cook County's business applications. Cook County will provide Acxiom with a list of personnel who are authorized to make changes to databases (DB2 and IMS) and requests concerning subsystem availability.

Technical Database Administration Services Activities and Tasks

Task	Acxiom	Cook County
Technical Database Administration Services		
Maintain, configure, and define the database software, and initialize or migrate the system directories, catalogs, or dictionaries when required	X	
Apply software maintenance to database software and tools and the database components of other software	X	
Perform system database backups	X	
Monitor system databases	X	
Recover system databases	X	
Perform database system level problem determination and resolution	X	
Participate in planning and execution of disaster recovery of Mainframe database systems with Cook County as applicable for contracted disaster recovery services	X	
Application Database design and changes		X
Application Database backups, monitoring, recovery, utilities and security		X
Provide advance notification of required updates in accordance with agreed upon change management policies and procedures		X
Provide test cases and Cook County personnel to perform testing for System Database changes		X
Coordinate and communicate with internal Cook County resources as required		X

1.11.3 Tools

- Acxiom will utilize DB2 and IMS-related software tools as detailed in Schedule 1 Hardware and Software

1.11.4 Communications

- Acxiom will monitor Cook County's database system environment and review trends and anomalies with Cook County's database personnel as needed.
- All changes, issues and abends will be reported utilizing Acxiom's standard Change Control and Incident Management processes.
- Cook County will communicate all requests for changes to the database environment utilizing Acxiom's request management processes.

1.11.5 Assumptions

- If Cook County requires that any Mainframe software remain at vendor-unsupported levels or that they be allowed to fall behind Acxiom's planned upgrade schedule, the parties will discuss the ramifications of such inaction. If the parties agree that such software will not be upgraded, there will be additional charges to Cook County to use such back-level software versions which may include additional hardware or LPARS required to allow such non-supported software to continue to operate. Should the back-level software necessitate Cook County's removal from Acxiom's Sysplex or other shared environment, Acxiom will increase the monthly charges to Cook County for these additional software fees as well. Acxiom will increase the monthly charges to Cook County for any additional costs incurred as a result of Cook County's decision to remain on back-level software.
- In addition, the parties will agree in writing on the releases (Service Levels, services or liability from IBM or third party vendors) required due to Cook County's decision not to upgrade. Acxiom will not warrant support for back-level software and such support will be on a "commercially reasonable efforts" basis only.

1.11.6 Service Levels

1.11.6.1 Database Management Service Levels

The Service Levels referenced in this section will be measured and calculated on a monthly basis.

Availability:

All mainframe Production application (CICS/DB2/IMS) Regions will be 99.8% available on a 7 x 24 basis except for scheduled downtime and excused performance. Online region outages caused by unsupported software or application problems will be excused from this calculation.

1.11.7 Reporting

Upon request, Acxiom will provide to Cook County the Monthly SLA Report measuring Database Availability.

Should Cook County require additional reporting or conversion of current reports, Acxiom will work with Cook County to determine the cost impact of the additional reporting requirements.

1.11.8 Billing and Invoicing

Database Management services for DB2 and IMS as described are included in Acxiom's fees for the baseline number of DB2 subsystems and IMS regions as governed by Exhibit 2 Schedule of Compensation.

Baseline = 3 DB2 Subsystems and 3 IMS Regions

1.12 Security Management

1.12.1 Service Category Description

Acxiom will manage and control access to information stored on Cook County's Mainframe system. Acxiom will work with Cook County to implement security controls as required by both Acxiom and Cook County. Acxiom will make recommendations to Cook County regarding best practices so as to help ensure optimal protection of data and resources stored within Acxiom's Mainframe computing environment. Acxiom will perform security administration tasks, capture security loggings and provide security reports based on Acxiom and Cook County requirements.

Acxiom shall provide Standard and Premium Security Services to Cook County.

1.12.1.1 Standard Security Services

Acxiom will install, configure and maintain the Mainframe security software and security add-on products in use by Cook County as described in Schedule 1 Hardware and Software. Acxiom will continue to support Cook County's security product exits as they currently exist. Acxiom will maintain the global option security settings as required. However, for global option settings relative to controlling system resources, Acxiom will maintain its minimum standard requirements. Acxiom will perform all system-level security administration such as the security of system and product libraries. Acxiom will be the source for security administration support of all Acxiom users and Acxiom resources. As such, Acxiom retains use of the full-scoped, highest level security administration function.

Acxiom will capture all security event logging records and provide standard security reports to Cook County. Acxiom will review system security reports and Acxiom user and resource critical security events and loggings on a daily basis on normal business days.

Acxiom will answer auditor questions and provide information as required as it relates to the Acxiom system security environment. Any modifications to the security system to meet audit requirements will be scoped as a separate project.

1.12.1.1.1 <u>Standard Security Notes:</u>

- Cook County's security requirements must meet Acxiom's minimum security requirements. Wherever a security setting is requested by Cook

County that is adverse to Acxiom's security standards and where such security implementation jeopardizes the security of other Acxiom systems, Acxiom has the right to deny the use of such implementations and will work with Cook County to determine an alternate solution in order to avoid the security risk.

- Whenever a security policy or procedure has been implemented by Cook County that is adverse to Acxiom's security standards and where such policy jeopardizes the security of other Acxiom systems, Acxiom has the right to deny the use of such policy and will work with Cook County to adapt a new policy to avoid the security risk.
- Acxiom does not support any Cook County application security environments outside of IBM Security Server (RACF) with the exception of providing security administration for APIN users at baseline volumes.

1.12.1.2 Premium Security Services

Acxiom will provide Standard Security Services as described above to Cook County. In addition, Premium Security Services include Acxiom-provided Security Administration Services for all Cook County users and Cook County resources as well as Cook County userid password resets.

Acxiom will work with Cook County personnel to determine what is deemed appropriate access to Cook County's resources. Cook County will determine the logical security requirements for their users and resources. Acxiom will maintain a list of Cook County personnel who are authorized to request a security change for Cook County users and Cook County resources.

Cook County will be responsible for the security event logging review of their users and resources.

1.12.1.2.1 <u>Premium Security Note:</u>

- Acxiom does not support any Cook County application and customized security environments with the exception of providing security administration for APIN users at baselines volumes

1.12.2 Required Resources

- Acxiom systems programming staff will provide ongoing support for Cook County's RACF software. This will include new releases and maintenance levels of RACF.
- Acxiom will coordinate changes to the RACF environment with Cook County utilizing the standard Change Control procedures
- Acxiom will provide RACF security administration for all Userids and resources at baseline levels as further described in Exhibit 2, Schedule of compensation.

Mainframe System Security – Standard Security Services Activities and Tasks

Task	Acxiom	Cook County
Mainframe System Security – Standard Security Services		
Security software installation, configuration and support	X	
Determine global security settings for system resources	X	
Security software standard exit support	X	
Answer Cook County's security questions relative to security software and global settings	X	
Provide change notification of security software upgrades and global option security setting changes	X	
Support security software during disaster recovery activities, as contracted	X	
Determine security requirements for systems resources	X	
Implement Acxiom security policies for system and Acxiom resources and Acxiom users	X	
Provide access control for all Acxiom userids	X	
Provide resource protection for all system (non-Cook County) resources	X	
Implement Acxiom security policies	X	
Perform userid security administration for all Acxiom users	X	
Userid/password reset for all Acxiom users	X	
Capture security event logging records	X	
Answer auditor questions relative to the system security of the mainframe security environments	X	
Provide to Cook County Acxiom's standard RACF reports	X	
Provide security requirements for software and global option settings (except those which affect system resources)		X
Notify Acxiom of any security abnormalities		X
Review security event logging reports for Cook County users and resources		X
Document access requirements by Acxiom users to Cook County resources		X
Provide a list of application-specific security environments and procedures for channeling security problems to Cook County's support representative of that system		X
Provide a list of sensitive resources Acxiom support personnel should not have access to		X
Provide documentation regarding any special security requirements		X

Mainframe System Security – Premium Security Services Activities and Tasks

Task	Acxiom	Cook County
Mainframe System Security – Premium Security Services		
Perform all activities listed in Standard Security Services	X	
Provide resource protection for all system, Acxiom and Cook County resources	X	
Provide userid administration for Acxiom and Cook County personnel	X	
Perform Userid administration for APIN	X	
Perform processing of daily security requests for all users (Acxiom and Cook County)	X	

Task	Acxiom	Cook County
Utilize standard security product software available on the system in order to generate security event logging reports	X	
Answer auditor questions relative to the security administration for all users and resources	X	
Provide Security Support during Disaster Recovery exercises, as contracted	X	
Review security event reports for Cook County users and Cook County resources		X
Provide procedure for Cook County userid/password resets		X
Provide list of authorized users for security requests and ongoing support of this list		X
Provide a copy of security form		X
Provide documentation of processing procedures for Cook County's security requests		X
Provide documentation of procedures to follow for security administration tasks during disaster recovery exercises, as contracted		X
Provide a list of application-specific security systems and procedures for channeling security requests to the client support representative of that system.		X

1.12.3 Tools

- Acxiom will utilize IBM Security Server (RACF) to provide Security Administration services as detailed in Schedule 1 Hardware and Software

1.12.4 Communications

- All changes and issues will be reported utilizing Acxiom's standard Change Control and Incident Management processes.
- Cook County will make security requests utilizing Acxiom's request management processes.

1.12.5 Assumptions

- Acxiom will provide Security Administration for Cook County's RACF security environment.
- Cook County will continue to administer all non-RACF and internal product security with the exception of APIN security administration.

1.12.6 Service Levels

- There are no Service Levels specific to Security Administration services. Acxiom will process Cook County's security requests according to standard request response times.

1.12.7 Reporting

Upon request, Acxiom will provide Cook County with our standard monthly RACF reports:

- Dataset Access List
- Group Connect Summary
- General Resource Access List
- User Connect Summary
- User Profile Summary
- Violation Detail
- Violation Summary

Should Cook County require additional reporting or conversion of current reports, Acxiom will work with the Cook County to determine the cost impact of the additional reporting requirements.

1.12.8 Billing and Invoicing

Standard and Premium Security Administration services as described in this section are included in Acxiom's fees for the baseline number of resources and requests as governed by Exhibit 2 Schedule of Compensation.

Baselines

- 50 hours per year of audit support
- 15 RACF changes per month
- 15 APIN changes per month

1.13 Backup and Recovery Management

1.13.1 Service Category Description

Acxiom will provide backup and recovery management for Cook County's data utilizing the tape technology as described in Schedule 1 Hardware and Software.

Acxiom will maintain the hardware and software required to backup Cook County's data. Cook County will retain ownership for the design and setup of their application backups to ensure that specific applications are recoverable.

1.13.2 Required Resources

- The Acxiom technical support staff will provide ongoing support for Cook County's DASD storage environment. This includes DASD management utilizing the tools detailed in Schedule 1 Hardware and Software. Acxiom will schedule the execution for all application back up jobs as directed by Cook County and monitor them for exceptions as defined in Allen Systems Group Workload Scheduler as described in the Job Scheduling and Job Monitoring services section of this Statement of Work.
- Cook County will code application backup jobs.
- Acxiom will execute full volume backups which are run six (6) nights per week.
- Acxiom will prepare all off-site tapes for shipment and will work with Cook County to negotiate a favorable agreement with an off-site tape vendor

Technical Support – Backup and Recovery Management Activities and Tasks

Task	Acxiom	Cook County
Technical Support – Backup and Recovery Management		
Perform full volume backups 5 days per week or as determined by due diligence	X	
Perform off-site tape vaulting for the full system volume backups	X	
Schedule and execute Application backups and directed by Cook County as part of the Job Scheduling and Job Monitoring service	X	
Assist with Cook County application backup and recovery processes as needed or reasonably requested	X	
Provide application tape retention and off-site rotation as directed by Cook County • Code tape management definitions per Cook County's requirements • Make changes to the tape management definitions as required for tape retention and off-site vaulting rules	X	
Cook County application backup recovery and processes		X
Provide retention and off-site tape rotation requirements in writing		X

1.13.3 Tools

- Acxiom will utilize backup tools and Job Scheduling software to provide this service as detailed in Schedule 1 Hardware and Software

1.13.4 Communications

- Acxiom will monitor Cook County's scheduled backup jobs and review trends and anomalies with Cook County as needed.

- All changes, issues and abends will be reported utilizing Acxiom's standard Change Control and Incident Management processes.
- Cook County will communicate all requests for changes to the backup environment utilizing Acxiom's request management processes.

1.13.5 Assumptions

- Backups scheduled by Cook County Application Programmers are complete and will be able to restore an application back to a single point of time as required by Cook County's application.
- Acxiom will determine the final system backup schedule after due diligence.
- Cook County application backup job streams contain the proper commands to de-allocate files from On-line regions as required.
- Acxiom will provide all support for the backup of system data.
- Cook County will retain responsibility for the design and build of its Application System backups
- Cook County will be responsible for contracting with an off-site vendor for the Cook County's tape vaulting and long term storage requirements.

1.13.6 Service Levels

1.13.6.1 Backup and Recovery Management Service Levels

There are no Service Levels specific to data backup. Data backup will be performed to ensure that Acxiom meets the System and DASD Availability SLAs as defined in the applicable sections of this Statement of Work.

1.13.7 Reporting

Upon request, Acxiom will continue to provide the "Daily Ticket Report" to Cook County which reflects all Job Scheduling requests as well as all Job Abends and any activity related to the processing of the batch schedules which include the backup jobs.

Should the Cook County require additional reporting or conversion of current reports, Acxiom will work with Cook County to determine the cost impact of the additional reporting requirements.

1.13.8 Billing and Invoicing

All Backup and Recovery services as described for baseline volumes of DASD and tape usage are included as governed by Exhibit 2 Schedule of Compensation.

1.14 Disaster Recovery Plan and Implementation Services

1.14.1 Service Category Description

Acxiom will provide Disaster Recovery services for Cook County's mainframe processing. Acxiom will be responsible for technical and operational staff as required to support testing using Cook County's disaster recovery provider (IBM). Cook County will amend their IBM Disaster Recovery schedule to match Acxiom's equipment configuration as described in Schedule 1 Hardware and Software for T10000 tape and the implementation of Tape Encryption Key Management Servers.

1.14.1.1 Required Resources:

- Cook County's Disaster Recovery will be provisioned by Cook County at an IBM location. Acxiom will provide support for (2) 24-hour tests per year.
- This testing time shall include both system and application restoration and testing time.
- The Recovery Time Objective (RTO) is 48-hours from time of declaration.
- Acxiom will provide System Disaster Recovery support.
- Cook County will retain responsibility for application backup, restoration and recovery.

Disaster Recovery Activities and Tasks

Task	Acxiom	Cook County
Disaster Recovery		
Provide administration and maintenance of contracted warm site services provided by the third party DR partner		X
Include warm site expectations and requirements in recovery plan		X
Ensure the appropriate level of testing time as required by Cook County at third party DR partner		X
Provide to Acxiom Cook County's DR hardware recovery requirements		X
Provide to Acxiom Cook County's DR network recovery requirements		X
Provide to Acxiom Cook County's defined RTO and RPO objectives		X
Define Cook County's prioritized list of critical applications		X
Provide resources to execute the DR recovery processes and procedures		X
Review mutually agreed upon recovery test objectives and plan, which explain what will be tested and desired results	X	

Task	Acxiom	Cook County
Facilitate testing activities, such as meetings and developing timelines	X	
Coordinate the testing activities	X	
Secure the testing environment (external)		X
Document objectives for each test, arrange for the delivery of required tapes to the recovery center, and perform the recovery of the operating system	X	
Arrange for the site for the recovery test		X
Facilitate the external recovery site through Cook County's DR partner		X
Provide Cook County personnel to actively participate with DR planning and testing		X
Participate in the pre- and post-test meeting		X
Provide Cook County-specific tape / DASD files that are required for recovery		X
Provide currently employed DR practices and procedures		X
Work with Acxiom to determine scheduled test dates		X
Application testing and/or data restoration		X
Define data application requirements and work with Acxiom associates to ensure said backups are defined as off-site backups		X
Assess Cook County's environment and disaster recovery plan	X	
Develop or enhance Cook County disaster recovery plan if needed, as a billable project	X	
Develop Cook County-specific technical Operating System and applicable subsystem disaster recovery plan	X	
Provide current BC/DR practice documentation and methodology		X
Define critical RTO (recovery time objectives) and RPO (recovery point objectives)		X
Provide crisis and escalation plan		X

1.14.2 Tools

Acxiom will utilize the tools required for Production processing as described in Schedule 1 Hardware and Software to facilitate Disaster Recovery.

1.14.3 Communications

- Testing dates will be mutually agreed by Cook County and Acxiom at the beginning of each year. Acxiom will conduct pre- and post-test meetings with the Cook County to determine the test plans and to review the test results.

1.14.4 Assumptions

- Acxiom's Disaster Recovery service for Cook County assumes that Cook County has an effective Disaster Recovery plan in place. Should Acxiom

be required to develop or revise Cook County's current plan, these costs are not included.

- Acxiom will prepare all off-site tapes for shipment and will work with Cook County to negotiate a favorable agreement with an off-site tape vendor
- Testing time provided will be sufficient to meet Cook County's needs
- RTO as provided will be sufficient to meet Cook County's needs
- Acxiom will provide recovery support for the Operating System
- Cook County will retain responsibility for Application backup, restoration and recovery
- Disaster Recovery support is included for the Cook County environment only.
- Any travel expenses incurred by Acxiom for either testing or a disaster event will be Cook County's responsibility
- Assumes that network connectivity to the IBM recovery site is available for Acxiom to provide remote support.

1.14.5 Service Levels

There are no Service Levels specific to Disaster Recovery.

1.14.6 Reporting

Objectives and results of DR tests will be communicated to Cook County within 30 business days following a DR test.

1.14.7 Billing and Invoicing

Disaster Recovery support services for Cook County are included at the baseline levels as governed by Exhibit 2 Schedule of Compensation.

Should Acxiom be required to develop or enhance Cook County's Mainframe Disaster Recovery plan, standard labor rates as governed by Exhibit 2 Schedule or Compensation will apply.

1.15 Hardware and Software Maintenance and Upgrades

1.15.1 Service Category Description

1.15.1.1 Hardware

Acxiom will install, configure, maintain, and support the Mainframe hardware components located at Acxiom's Downers Grove Data Center and at Cook County's Data Center location for which Acxiom has financial and operational responsibility as described in Schedule 1 Hardware and Software.

Acxiom will maintain all hardware for which Acxiom has financial and operational responsibility as described in Schedule 1 Hardware and Software with valid service contracts. Hardware covered under this agreement will be located in Downers Grove, and Cook County.

Acxiom shall provide a "Lab" environment for Acxiom to perform system software installation prior to implementation in Cook County's production environment.

1.15.1.2 Software

Acxiom will install, configure, maintain and support operating system software, as well as third party system software, in the Mainframe Environment as described in Schedule 1 Hardware and Software.

Acxiom will maintain Cook County's Mainframe environment on vendor-supported software levels for all products unless otherwise requested by Cook County.

Cook County will provide regularly scheduled maintenance windows to install, upgrade and modify software and hardware to standard supported levels.

1.15.2 Required Resources

- Acxiom will manage and maintain all hardware and software contracts for the products for which Acxiom has financial responsibility as detailed in Schedule 1 Hardware and Software.
- Cook County will manage specific contracts as noted in Schedule 1 Hardware and Software. Where applicable, Cook County will allow Acxiom staff to contact vendors for maintenance and support.

Technical Support – Hardware and Software Management Activities and Tasks

Task	Acxiom	Cook County
Technical Support - Hardware Management		
Maintain hardware configuration documentation for Acxiom's internal use	X	
Maintain centralized hardware database for Acxiom's internal use	X	
Maintain pictorial representation of device configuration for Acxiom's internal use	X	
Perform inventory tagging	X	

Task	Acxiom	Cook County
Configure and install Mainframe hardware • Schedule installation with vendor and Acxiom acquisition teams • Coordinate configuration with vendor • Schedule installation following standard change control procedures	X	
Apply Microcode and MCL (Microcode Level) updates as required • Conduct MCL reviews with hardware vendors on a regular basis • Apply relevant MCL updates as required following standard change control procedures	X	
Manage preventive maintenance • Meet with vendors on a regular basis to discuss open hardware issues, review vendor performance and hardware problems • Proactively schedule maintenance with vendors as needed • Maintain microcode at vendor supported levels • Schedule hardware maintenance with Cook County following standard change control procedures	X	
Plan and implement changes with minimal Cook County impact • Configure hardware to meet Cook County's requirements • Implement hardware to support Cook County environments • Schedule hardware implementations with Cook County following standard change control procedures • Plan hardware implementations so changes may be backed out if necessary	X	
Request IOCDS or hardware configuration changes for any hardware utilized by Circuit Court and identified in Schedule 1 Hardware and Software		X (Circuit Court)
Create, maintain and modify IOCDS and hardware configurations for Circuit Court for all hardware identified in Schedule 1	X	
Load IOCDS or modify hardware configuration during scheduled outage windows as identified by Circuit Court	X	
Provide advance notification of required updates to Cook County in accordance with agreed upon change management policies and procedures	X	
Provide advance notification of required updates to Acxiom in accordance with agreed upon change management policies and procedures		X
Provide test cases and Cook County personnel to perform testing for changes		X
Coordinate and communicate with internal Cook County resources as required		X
Technical Support – Software Management		
Maintain Acxiom developed software inventory database for Acxiom's internal use	X	

Task	Acxiom	Cook County
Monitor software usage to identify obsolete software and unauthorized software usage	X	
Remove obsolete and unauthorized software from the system utilizing standard change control procedures	X	
Maintain software authorization codes for software identified as being Acxiom's financial responsibility	X	
Schedule and apply authorization codes for software identified as being Acxiom's financial responsibility utilizing standard change control procedures	X	
Install, support and maintain the operating system and 3rd party software at vendor-supported levels. (See Software Management Note 1) • Validate system software products requiring upgrade for compatibility • Schedule software upgrades to currently supported release levels • Schedule software upgrades following standard change control procedures	X	
Apply HIPER fixes as required • Review software maintenance buckets on a regular basis for HIPER PTFs • Apply relevant HIPER PTFs on a regular basis following standard change control procedures	X	
Plan, coordinate with Cook County and implement software changes with minimal impact to Cook County's environment • Upgrade software on test systems and perform initial verification • Configure software to meet Cook County's requirements • Implement software changes in production environments • Schedule software changes following standard change control procedures • Plan software implementations so changes may be backed out if necessary	X	
Troubleshoot and resolve software failures • Provide problem resolution • Work directly with software vendor when necessary to resolve software failures	X	
Provide advance notification of required updates to Cook County in accordance with agreed upon change management policies and procedures	X	
Provide advance notification of required updates to Acxiom in accordance with standard change management procedures		X
Provide system requirements		X
Provide application requirements		X
Provide Applications for test environment (if desired)		X
Provide test cases and Cook County personnel to perform testing for operating system and 3rd party system software changes		X
Coordinate and communicate with internal Cook County resources as required		X

1.15.2.1 Software Management Notes:

1. If Cook County requires that any Mainframe software not be upgraded to vendor-supported levels, or that Cook County is allowed to fall behind Acxiom's planned upgrade schedule, the parties will discuss the ramifications of such inaction. If the parties agree that such software will not be upgraded, there will be additional charges to Cook County to use a back-level version of Mainframe software which may require additional hardware or LPARS to allow such non-supported software to continue to operate. Should the back-level software necessitate Cook County's removal from Acxiom's Sysplex or other shared environment, Acxiom will increase the monthly charges to Cook County for these additional fees as well.

Acxiom will increase the monthly charges to Cook County for any additional costs incurred as a result of Cook County's decision to remain on back-level software.

In addition, the parties will agree in writing on the releases (Service Levels, services or liability from IBM or third party vendors) required due to Cook County's decision not to upgrade. Acxiom will not warrant support for back-level software, and such support will be on a "Commercially Reasonable Efforts" basis only.

1.15.3 Tools

- Acxiom will utilize custom databases and reports to manage software and hardware contracts.
- Acxiom also uses IBM Tivoli License Compliance Manager to inventory systems and accurately identify the software products that are being used. This product monitors programs executed and performs analysis on programs executed.

1.15.4 Communications

- All changes and issues will be reported utilizing Acxiom's standard Change Control and Incident Management processes.
- Cook County will make requests utilizing Acxiom's request management processes.

1.15.5 Assumptions

- Acxiom will provide the software for as indicated in Schedule 1 Hardware and Software. Acxiom assumes that the licenses on Cook County's Mainframe will be transitioned to the Acxiom's environment as indicated in Schedule 1 Hardware and Software.
- The configuration as described will be sufficient to meet Cook County's needs and SLA requirements
- The processors as configured will support the proposed four LPARs.

- For any software running at vendor un-supported levels (and that needs to stay at un-supported levels), Acxiom will provide support on a "commercially reasonable efforts" basis. Any vendor costs incurred in support of this software will be the responsibility of Cook County. If at any time, due to unsupported software, Cook County's processing must be removed for Acxiom's Sysplex, these additional costs will be the responsibility of Cook County.
- If the monthly CPU usage of Cook County's LPARs drops below the monthly CPU usage of Circuit Court's LPARs, both parties will work in good faith to mitigate additional related costs in a mutually agreed upon manner. If Acxiom incurs any additional costs from its software vendors Cook County will be responsible for the related increase in Monthly Charges.
- All LPARs must operate software at the same versions to avoid potential additional costs from software vendors, provided however both parties will work in good faith to mitigate additional costs in a mutually agreed upon manner. If Acxiom incurs any additional costs from its software vendors Cook County will be responsible for the related increase in Monthly Charges.
- Acxiom will provide software maintenance agreements for all software and hardware which is Acxiom's financial responsibility - maintenance as indicated in Schedule 1 Hardware and Software.

1.15.6 Service Levels

1.15.6.1 Hardware and Software Maintenance and Upgrades Service Levels

Hardware and Software maintenance will be performed in such a manner as to allow Acxiom to meet the Service Level obligations as outlined in this agreement.

1.15.7 Reporting

There are no reporting requirements specific to this section.

Should Cook County require additional reporting or conversion of current reports, Acxiom will work with Cook County to determine the cost impact of the additional reporting requirements.

1.15.8 Billing and Invoicing

Hardware, software and services are included at baseline levels as governed by Exhibit 2 Schedule of Compensation. The impact of any additional hardware or software requirements will be determined at the time of the request.

Baseline MIPS = 560

Baseline LPARS = 4 LPARs on the processor of which Acxiom will provide technical and operational support for 2 LPARs.

1.16 Environment for Application Development and Testing

1.16.1 Service Category Description

- Acxiom will provide a "Lab" environment for the installation of all software upgrades prior to installation in Cook County's environment. The Test CICS, Test DB2 and Test IMS environments on Cook County's Test and Development LPAR will be utilized by Cook County's Application Programmers and Cook County's users as required by Cook County.
- Acxiom will consider these test regions environments to require the same level of notification to Cook County as production regions for any system changes.

1.16.2 Required Resources

- The test environments will undergo maintenance prior to the production environments.

Application Development & Testing Environment Activities and Tasks

Task	Acxiom	Cook County
Application Development & Testing Environment		
Apply software maintenance and new releases in Acxiom's Lab environment prior to installation in Cook County's environment	X	
Apply maintenance and changes to Test CICS regions, DB2 Subsystems and IMS regions prior to implementation in Production as required	X	

1.16.3 Tools

There are no tools specific to this service. The tools as described in Schedule 1 Hardware and Software will be utilized to maintain Cook County's Application Testing environments.

1.16.4 Communications

- All changes and issues will be reported utilizing Acxiom's standard Change Control and Incident Management processes.

- Cook County will make requests utilizing Acxiom's request management processes.

1.16.5 Assumptions

- Cook County's current test environments will be utilized for this purpose.
- Application development is minimal in the Mainframe environment.

Acxiom will maintain these test regions in all aspects as the production regions, except that these regions will receive modifications prior to implementation in the production regions.

1.16.6 Service Levels

There are no Service Levels specifically related to the Application test environments.

1.16.7 Reporting

There are no reports specifically related to the Application test environments

1.16.8 Billing and Invoicing

The test CICS, DB2 and IMS regions are included as governed by Exhibit 2 Schedule of Compensation.

2 Common/Administrative Services

2.1 Ongoing Communications

There will be several ongoing communications meetings that will be used to communicate issues, changes, upcoming major events, review of SLAs, review of new technologies, etc.

2.1.1 Meetings

2.1.1.1 Quarterly Executive Management Oversight Meeting

Upon request by either party, the parties will meet to discuss future capacity issues and major changes to either party's operations. The meeting will allow Cook County and Acxiom to review and set direction for the relationship, share successes, and communicate potential risks to the relationship.

Cook County's CTO and Deputy CIO, as well as Acxiom's Relationship Manager and Delivery Manager will attend this meeting.

2.1.1.2 Monthly Oversight Meeting

Upon request by either party, the parties will meet to review and communicate any outstanding SLA issues. This meeting will also be used to review problem management summary information, the escalation processes, and usage and billing information. Additionally, the meeting will be used to agree upon new technical projects, timelines and pricing.

2.1.1.3 Monthly ITSC Change Meeting

Upon request the Acxiom Delivery Manager and Account Manager will attend the monthly Cook County ITSC Meeting. This meeting will discuss upcoming changes planned for the next three months.

2.1.1.4 Weekly Status Meeting

Normally, the Acxiom Account Manager, Delivery Manager, and other personnel as needed will attend weekly status meetings. Normally Technical Operations Management and other Cook County technical resources as required for any ongoing technical projects should attend this meeting as well.

This meeting will review SLAs, major issues from the week, upcoming changes, and the results of changes from the previous week.

2.1.2 Daily Communications

Ongoing communications will be through the Acxiom Service Desk. Also, the Acxiom Delivery Manager can be contacted to escalate any Urgency 1 and 2 conditions.

2.1.3 Steady State – Ongoing

It is important that the Executive Management Oversight Team continue to monitor and review the ongoing relationship and customer satisfaction with Acxiom. The team should meet periodically to conduct a Service Level review, provide input, direction, and guidance, approve changes, resolve any conflicts, and evaluate Acxiom's overall performance. This team also serves as an executive forum for formal input on near-term and long-term issues important to Cook County, and to monitor that Cook County requirements are being addressed. Upon request, this team will also be responsible for conducting an annual review of Service Levels.

This team is the formal conduit through which the goals and objectives for both organizations are confirmed. For Cook County, this provides access to the executives of Acxiom with the responsibility and resources to meet and exceed established Service Levels. This arrangement provides an extension to Cook County's IT management organization for resources and counsel in evaluating technology strategies.

2.2 New Technology Implementation

2.2.1 Service Category Description

Acxiom will review new technologies and consider how Cook County will benefit from new technologies.

As new technologies are brought into the Data Center, Acxiom will provide this information to Cook County. This type of communication is normally done during regularly scheduled meetings or as problems are encountered and a new technology surfaces as the best solution.

Based on Acxiom's understanding of Cook County's direction for the Mainframe environment, Cook County will have minimal requirements for new Mainframe technology. In order, however, to maintain currency in Cook County's environment, Acxiom will keep Cook County on supported hardware and software as outlined in this agreement. This will ensure that Cook County has access to current technology in support of the Mainframe environment while Cook County works to convert many of the Mainframe applications to other technologies.

2.2.2 Required Resources

Understanding Cook County's business needs and technology direction is a prime requirement before new technologies can be recommended.

New Technology Implementation Activities and Tasks

Task	Acxiom	Cook County
New Technology Implementation		
Recommend new technologies as they are identified to provide better or more economical solutions to Cook County	X	
Review new technologies	X	X

2.2.3 Tools

Acxiom uses a combination of vendor guidance and active research regarding upcoming Mainframe technologies to stay abreast of Mainframe developments.

2.2.4 Communications

New technologies will continue to be discussed at regularly scheduled meetings. These meetings will ignite discussion regarding the review of new technology and may result in authorization to proceed with implementation of a new technology.

2.2.5 Assumptions

There are no assumptions specific to this section.

2.2.6 Service Levels

There are no Service Levels specific to this section.

2.2.7 Reporting

There is no reporting specific to this section.

2.2.8 Billing and Invoicing

At such time that Acxiom identifies a new technology that will benefit Cook County, the cost implications will be reviewed with Cook County for that specific technology.

2.3 Change Management

2.3.1 Service Category Description

Acxiom and Cook County will adhere to the Technical Change Management Procedures defined in this Section for approving and implementing changes to the computing environment, including but not limited to changes to applications, hardware, software, infrastructure, network components, configurations, and application code promotion. All of the Change Management Procedures will be administered by Acxiom and Cook County.

2.3.1.1 Technical Change Management

This Section is intended to serve as a guide to submitting, approving, and installing any technical, operations or systems changes and other changes to systems, hardware and software ("Technical Changes").

Acxiom shall implement Technical Changes, including emergency changes and bug fixes, in compliance with this Agreement and Acxiom's Technical Change Management Procedures as set forth below. If Cook County desires Acxiom to implement a Technical Change, within a mutually agreed period of time after receipt of Cook County's written request, Acxiom and Cook County shall mutually agree upon the schedule for implementing such Technical Change.

Technical Change Management will be administered by the Cook County Project Executive, the Acxiom representative, and such other Acxiom and Cook County personnel as they deem appropriate. In addition, the Acxiom change manager (the "Acxiom Change Manager") is the Acxiom associate who is responsible for the Technical Change Management process and enforcement of that process within his or her area of responsibility, usually by Acxiom location, functional team, or organization. In addition, the Acxiom Change Manager runs the Acxiom Change Advisory Board (as hereinafter defined) meetings, approves Urgency 1 changes, is the escalation path for Emergency changes, and provides a post review of all unsuccessful changes. The Acxiom Change Advisory Board is the group of individuals who must approve a change request.

At a minimum, the group will be made up of a Cook County representative, the Acxiom Delivery Manager (DM), Acxiom technical representatives, and the Acxiom Change Manager. Except as is otherwise expressly set forth in the Agreement and this Technical Change Management Section, all other Cook County technical changes must be approved by Cook County in accordance with the Cook County Change Approval Process.

Acxiom will attempt to schedule Technical Changes during planned outages or scheduled down times, if possible. In the event that a scheduled change may not be completed during a planned outage, Cook County and Acxiom will mutually agree upon a time to complete such change and will determine whether additional measures should be taken to protect the Cook County's critical business functions during the implementation of such change.

2.3.1.2 Change Requests

Acxiom will utilize change tickets for changes in accordance with this Section. Routine requests, such as password resets and others as can be mutually agreed to by Cook County and Acxiom, do not require a change ticket and may be administered by Acxiom's Service Desk. All other change requests require the completion of a change ticket using Acxiom's designated ticketing system.

The change ticket will include the following information, as applicable and if available:

- Requesting person
- Resource (i.e., device name)

- Summary description of what is being changed
- Detailed description of the change
- Urgency and risks of the change
- Procedure for implementing the change
- Testing of the proposed change. Validation testing is always required. Other testing as needed.
- Back-out procedure
- Timing of the proposed change (scheduled changes must be input into the change calendar at least 10 calendar days in advance unless otherwise agreed by Cook County and Acxiom)
- Documentation necessary for implementation of the proposed change

2.3.2 Required Resources

- Acxiom will complete the Cook County System Change Request form for all changes that Acxiom affects on the Cook County environment.
- Acxiom will forecast changes as required in the Service Levels.

Change Management – Change Requests Activities and Tasks

Task	Acxiom	Cook County
Change Management – Change Requests		
Collect information to integrate Cook County into Acxiom's Technical Change Management Procedures	X	
Obtain the list of resources and related information	X	
Create a list of Acxiom and Cook County individuals authorized to approve changes	X	
Create a list of Acxiom and Cook County individuals required to be notified when a change is proposed	X	
Train a mutually agreed upon list of Cook County personnel on proposing changes, approving changes, stopping approved changes, closing out change tickets and reporting changes	X	
Ensure Cook County can accommodate email and paging notification	X	
Schedule changes, to the extent possible and with best efforts, during planned outages or scheduled down times. In the event that a scheduled change may not be completed during a planned outage, Cook County and Acxiom will mutually agree upon a time to complete such change and will determine whether additional measures should be taken to protect Cook County's critical business functions during the implementation of such change.	X	
Maintain Cook County's test environment in place as of the Effective Date	X	
Configure Acxiom's ticketing system based on Cook County's change approver list	X	
Provide resource list		X

Task	Acxiom	Cook County
Identify individuals authorized to request, approve and view changes		X
Identify list of Cook County personnel to be trained in the use of Acxiom's change management process and tool		X
Identify critical hours of business operations to develop scheduled down time windows		X
Acquire Acxiom's ticketing system license(s) and install on Cook County's Workstations for automated Technical Change Management Procedures		X
Determine the level or nature of changes not requiring a change ticket		X
Review and approve/deny proposed changes		X
Provide schedule of predefined system downtimes for routine maintenance and other work		X

2.3.3 Tools

Acxiom will provide real-time tracking for changes in accordance with this Section. Acxiom will create a change schedule detailing the change requests subject to change tickets that have been scheduled and will update such change schedule on a weekly basis. Cook County may view change requests in the system via the web utilizing Acxiom's designated software tool. Proposed and scheduled changes are tracked as they are approved or completed. All scheduled, pending or completed changes are tracked and can be viewed looking forward or backward. For security purposes, Cook County may only view changes that impact its computing environment.

The following table lists the lead time associated with each urgency level ("***Urgency***" or "***Urgency Level***"). The system automatically assigns the Urgency based on the Lead Time.

Lead Time

Urgency	Requested Lead Time**
1	Less than 24 hours
2	>24 hours and < = 72 hours
3	>72 hours and <= 125 hours
4	>125 hours
5	Lead time not required

Lead time is calculated from the time that the request for change is submitted in Acxiom's ticketing system to the time that the implementation of the change is scheduled ("*Lead Time***").

The "***Change Path***" is used for scheduling, reporting and tracking purposes. It indicates the planning level of the change and is directly related to the Urgency Level and Lead Times. The following values are automatically selected and cannot be modified.

Change Path

Change Path	Description
Emergency	Urgency 1 change needed to resolve a critical Incident or request when there is a Urgency 1 or Urgency 2 Acxiom ticket attached to the request for change

Change Path	Description
Non-Standard	Urgency 1 that does not have a Urgency 1 or Urgency 2 Acxiom ticket attached to the request for change
Planned	The change follows the requested Lead Times.
Unscheduled Posted	Any request generated with a requested start time and end time that is in the past. It may or may not have been an Emergency change. The change is documented for tracking purposes.
Common	These changes are predefined, fall under a normal set of behaviors and are extremely low risk. Urgency 5 tickets initiate notifications but do not require change approvals.

Set forth below are the roles and responsibilities of the Parties for this Section.

Change Management - Real-Time Tracking System Activities and Tasks

Task	Acxiom	Cook County
Change Management - Real-Time Tracking System		
Create change schedule for those changes Acxiom has responsibility detailing change requests subject to change tickets that have been scheduled and update change schedule on weekly basis	X	
Track changes in Acxiom change management system	X	
Ensure security to prevent unauthorized access to system information	X	
Review all Unscheduled Posted (restoration of service), Emergency, and Unsuccessful Changes	X	
Notify Cook County of all Unscheduled Posted (restoration of service), Emergency, and Unsuccessful Changes for the Cook County resources	X	
Notify Cook County if changes are not completed within a specified downtime window	X	
Provide Cook County view access of change requests via the web	X	
Provide current status for every change ticket	X	
Lead change management meetings jointly with Cook County	Shared	Shared
Participate in the change management meetings		X
Approve final agreed upon changes		X

2.4 Communications

Acxiom will conduct change meetings and provide coordination Services which involve the activities described below. Cook County and Acxiom will discuss, as appropriate, completed and upcoming change requests at weekly change status meetings, or as otherwise agreed upon. Both Cook County and Acxiom will be responsible for: (a) assessing the impact of change requests and the risks associated therewith; and (b) verifying successful implementation of change requests.

Set forth below are the roles and responsibilities of this Section.

Change Management – Change Meetings and Coordination Tasks

Task	Acxiom	Cook County
Change Management – Change Meetings and Coordination		
Provide Cook County real-time notification via email, or as otherwise agreed upon, of proposed changes and changes in ticket status	X	
Provide real-time access to status of proposed changes	X	
Conduct change meetings with Cook County	X	
Review root cause analysis of changes causing unscheduled down time, per the Problem Management Process	X	
Provide operational support for change testing	X	
Coordinate change timeline process	X	
Provide status summary for all Acxiom implemented changes	X	
Make change reporting available online daily	X	
Provide a daily change control report delivered via email to the Technical Operations staff of Cook County	X	
Define change meeting requirements		X
Participate in change review meetings and in formal change process		X
Provide management support of Acxiom Change Management Procedures		X
Report to Acxiom in advance of making changes (if any) affecting the Services, but not being performed by Acxiom		X
Review and approve all requested changes		X

2.4.1 Assumptions

Ongoing, there will be many products that will require new releases and Program Temporary Fixes (PTFs) as software vendors provide additional maintenance releases. Acxiom will attempt to implement these maintenance updates across the Cook County LPARs in a timely fashion. Acxiom may upgrade system software if there is maintenance or a new release available from vendor. All system upgrades, new releases and/or maintenance changes will only be implemented provided that they do not adversely impact the operation of Cook County's Application Systems.

2.4.2 Service Levels

2.4.2.1 Track Historical Changes to a Resource

Acxiom will track historical changes for each resource to help identify trends and to evaluate stability and reliability, particularly as it relates to hardware.

Set forth below are the roles and responsibilities of the Parties for this Section.

Change Management – Track Historical Changes to a Resource Activities and Tasks

Task	Acxiom	Cook County
Change Management – Track Historical Changes to a Resource		
Track historical changes for each resource to help identify	X	

Task	Acxiom	Cook County
trends and to evaluate stability and reliability		
Generate reports, using Acxiom-provided software tools, consisting of information on the change requests for defined resources. These reports may include, as applicable, associated information such as requested start time, duration of the outage (if any is associated with the change), the urgency of the requested change, backout plans and the business impact of the requested change	X	
Make all standard reports available via the Acxiom View web site. Eighteen (18) months of reports will be available online or via flat file.	X	
Define report requirements		X
Approve standard delivery of reports via the Acxiom View portal		X

2.4.2.2 User Requests

Acxiom will provide User Request Services which involve the activities described in this Section. User requests are the means by which Cook County initiates a request for change, service or some other type of work request (including In-Scope Service Requests and Out-of-Scope Services). The process usually starts with a call or an email to the Service Desk, or the direct entry of ticket information into Acxiom's ticketing system, and the opening of a user request ticket. The request is reviewed by the Acxiom Delivery Manager and assigned to the appropriate technical team after the scope of the request has been reviewed. The Acxiom technical team then initiates the formal request for change, per the Change Management Procedures. Other requests not requiring change management, such as certain In-Scope Service Requests, other service items, password resets, and/or questions, will be documented within Acxiom's designated user request system.

Set forth below are the roles and responsibilities of the Parties for this Section.

Change Management - User Requests Activities and Tasks

Task	Acxiom	Cook County
Change Management - User Requests		
Record priority level and assign user requests. Priority levels and completion dates may be designated by Cook County, which designation will not be disputed by the Service Desk. If Cook County does not designate the priority level, the request will be automatically designated as low priority.	X	

Task	Acxiom	Cook County
The completion date, unless otherwise specified by Cook County or mutually agreed by the parties, is a default value based on the priority level as set forth below. If the priority level or completion date is not designated, then the priority level (and corresponding completion date) will be designated as low priority. • High priority – Default completion date is 24 hours • Medium priority – Default completion date is 5 days • Low priority – Default completion date is 30 days • Project (both In-Scope Service Requests and Out-of-Scope Services) – Default completion date is 1 year. With respect to any In-Scope Service Request that is a project, the request will be assigned to the Acxiom Account Executive. The Acxiom Account Manager will, within a mutually agreed upon time, respond to Cook County with a written preliminary proposal for the In-Scope Service Request project. Cook County will notify Acxiom in writing whether to commence performing the In-Scope Service Request, and Acxiom will not begin performing the In-Scope Service Request until it has been approved.	X	
Add users, remove users and modify user access to Acxiom's ticketing system	X	
Assess, for Out-of-Scope requests and In-Scope project requests, magnitude of effort and requirements	X	
Technical team initiates a request for change from the user request where applicable	X	
Provide written confirmation of receipt as well as completed action	X	
Provide single point of contact at Cook County to provide Cook County approvals of user access		X
Submit user request via call or email to Service Desk or submit user request through Acxiom's ticketing system		X

2.4.2.3 Initiating Change

Changes to the environment can be initiated in several ways. Cook County may request a change as a user request, an Incident or Problem could require a change, or Acxiom may initiate a change as a part of normal maintenance. All changes must be recorded pursuant to the Change Management Procedures regardless of how they are initiated. All Cook County-initiated changes start with a user request ticket.

Set forth below are the roles and responsibilities of the Parties for this Section.

Change Management – Initiating Change Activities and Tasks

Task	Acxiom	Cook County
Change Management – Initiating Change		
Implement changes in accordance with the ***Change Management Section***	X	
Provide approval notifications	X	
Provide written confirmation of completed action	X	
Review, approval and/or denial of change requests		X

2.4.3 Reporting

Future Events Reporting: Monthly change projection report, indicating planned events for the next 3 months. This report should include date and time of proposed change, description of change, facilities impacted by the change, and expected duration of outage.

- To clarify, Acxiom forecasts outages a minimum of three months in advance. The detailed descriptions of the work to be done within a specific outage window are provided seven days in advance with major changes detailed 30 days in advance.

Weekly Events Reporting: Report indicating planned outages and change activities for the next week. This log will be published prior to the start of each week, and will be reviewed with Cook County Data Center Personnel. The report will include Date and Time of proposed change, description of change, facilities impacted by the change, and expected duration of outage.

Weekly Events Review Reporting: Report reviewing the previous week's activities, indicating planned and unplanned changes that were completed. In addition to the information contained in the Weekly Events report, this report will include actual date and time of the event if it occurred, and results/failure of the event. If the event failed or was unsuccessful, the report should also describe why it failed or did not happen.

Daily Change Control Report: Report of planned changes affecting Cook County.

2.4.4 Billing and Invoicing

These services are provided at no extra charge.

2.5 Client Support Center (Service Desk) Services

2.5.1 Service Category Description

Acxiom will provide Service Desk Services in accordance with this Section. Cook County will continue to be responsible for the calls that are taken for AS400 and the print environment. The Acxiom Service Desk will manage Incidents and Requests using Acxiom's standard methodologies. Acxiom will enhance this process by using a web-based application that enables Acxiom and Cook County to resolve, report, and review Requests and Incidents in real-time.

2.5.2 Required Resources

Acxiom will provide a facility to manage contact information and enable communication between Cook County and Acxiom's support functions ("Contact Management Services").

Contact Management refers to all forms of communication information including, but not limited to, telephone, email, and facsimile. Examples of contact management include Cook County calls to the Service Desk that escalate to Level 2 and Level 3 support and follow-up calls back to Cook County.

2.5.2.1 Activities and Tasks

Set forth below are the roles and responsibilities of the Parties for this Section.

Service Desk Services - Contact Management Activities and Tasks

Task	Acxiom	Cook County
Service Desk Services - Contact Management		
Serve as single point of contact for Cook County's Incidents, Problems, and Requests	X	
Provide overall Incident Management ownership for reported issues	X	
Provide support during business hours, after hours, and 24x7x365	X	
Maintain escalation and notification matrix	X	
Ensure that Acxiom's SOS is current for Cook County's support needs	X	
Ensure proper ticket assignment for quick resolution	X	
Provide Incident resolution verification	X	
Implement specific business/operations and standardized contact management processes as follows: • Level 1, which logs issues, conducts urgency assessments and offers resolution assistance for more routine issues • Level 2 support, includes escalating the Incident to the appropriate Acxiom, Cook County or Third Party support team. Level 2 support groups have more specialized business or technical expertise • Level 3 support, includes escalating the Incident beyond Level 2 support to the appropriate Acxiom, Cook County or Third Party support team. Level 3 support groups have additional specialized business or technical expertise	X	
For support purposes, provide access to Cook County profiles and information, as requested	X	
Provide SOS that contains contact information, support teams, Incident types, and backgrounds of products and systems	X	
Provide a detailed description of the Incident or Request		X
Provide any existing ticket numbers related to the Incident, known Problem, or Request		X
Provide Cook County contact numbers for levels of urgency		X
Approval and signoff of Acxiom SOS		X

2.5.3 Tools

Service Desk from Computer Associates (CASD) is a tool that Acxiom has incorporated into its service delivery. CASD or equivalent tool will be used as a vehicle for logging and

tracking all tickets from Cook County. The "incident tickets" that are created for Cook County related issues get tracked and followed up on in the same manner as all other Acxiom "incident tickets". Through the use of this established process, Acxiom can deliver a more consistent, higher level of service to Cook County. For example, this kind of process and procedure is used by Acxiom to facilitate meeting the backup and recovery management related Service Levels required tomeet the needs of Cook County's user community. Acxiom may upgrade or change the ticketing system to better support Cook County at no charge to the Cook County provided that it does not adversely affect Cook County's Service Levels.

2.5.4 Communications

Upon request, in connection with the Problem Management Process, Acxiom will perform Root Cause Analysis ("***RCA***") which involves the activities described below. Root Cause Analysis provides a standardized means of addressing Cook County impacting events with the sole purpose of preventing recurrence of a Problem.

Set forth below are the roles and responsibilities of the Parties for this Section.

Problem Management- Root Cause Analysis Activities and Tasks

Task	Acxiom	Cook County
Problem Management- Root Cause Analysis		
Document root cause including activities to permanently remove root cause	X	
Provide input from Cook County's perspective regarding root cause	X	
Utilize the standard process as defined by Acxiom in the RCA process documentation	X	
Facilitate RCA process and post mortem meetings	X	
Provide RCA report	X	
Participation in RCA process and post mortem meetings		X
Approve final RCA		X

2.5.5 Assumptions

Acxiom will manage and execute Cook County's project requirements relating to Out-of-Scope Services and to the existing projects identified in the Agreement, as required by Cook County and subject to terms and conditions mutually agreed upon by Cook County and Acxiom relative to each project. Acxiom will review, develop, and deploy standard project management practices and a methodology which are based on industry standards and are generally accepted and applicable to each individual project.

A "**project**" is defined as a temporary endeavor undertaken to create a unique product or service which may not have been originally contemplated by the parties under the Agreement. "**Temporary**" means that the project has a definite beginning and end and is not considered an ongoing process or service.

Acxiom's project management methodology communicates standard project management practices, techniques and terminology, as well as provides a standard set of tools and a consistent approach to project management with flexibility to manage unique aspects of each project.

Set forth below are the roles and responsibilities of the Parties for this Section.

Project Management Activities and Tasks

Task	Acxiom	Cook County
Project Management		
Review, update and deploy Acxiom's standard project management practices, techniques, terminology, and tools. This includes obtaining Cook County feedback and incorporating Cook County's recommended changes when applicable.	X	
Provide a centralized repository for all adopted project management practices, techniques, terminology, and standard tools	X	
Provide training documentation in the use of Acxiom's formal project methodology and tools, if required	X	
Assist all areas in the on-going development of project tools relating to specific project disciplines and/or tasks	X	
Upon issuance of a mutually agreed upon project scope document, which takes into consideration Cook County's requirements and Acxiom's proposed solution, Acxiom will initiate the project, develop and implement a plan for executing the project requirements, control resources and close out the project	X	
Define project goals, requirements and schedule		X
Provide project resources, as agreed upon		X
Define unique project management requirements		X
Approve final project plan		X

2.5.6 Service Levels

Acxiom will perform urgency assessments in accordance with the provisions of this Section. The Parties will use Acxiom's urgency levels, which are identified below in Table 32. Acxiom will assign the Urgency Level designated by the Cook County employee submitting the Incident Ticket, provided that, if the Cook County employee submitting the Incident Ticket does not specify the Urgency Level for the Incident, Acxiom will designate and assign the Urgency Level to the Incident based upon the information provided at the time that the ticket is opened. After the Incident Ticket has been submitted, if Cook County requests that the Urgency Level be changed, Acxiom will change the Urgency Level as requested by Cook County.

Acxiom's Priority Levels are set forth below.

2.5.6.1 Impact + Urgency = Incident Priority ==> Priority ==> Service Type

- Priority is a legacy field used internally by CA-SD across all ticket types, and is also used to establish the initial Service Type attached to a ticket.

- Per ITIL guidelines, the Priority should be based on a combination of Impact and Urgency. Since we can't change the function of the internal Priority field, CA-SD has another field called **Incident Priority**.
- Incident Priority is a calculated field; it contains the SUM of Impact and Urgency.
  - Impact represents the business impact and is taken from the Configuration Item named in the Incident or Problem. It has 5 possible values:
    - 0 - **Mission Critical** - The company's business cannot be conducted without this component.
    - 1 - **Vital** - The component provides key functionality that is difficult to substitute.
    - 2 - **Necessary** - The component provides operational functionality, but could be swapped out with some effort with a substitute that has equivalent function.
    - 3 - **Needed** - Operation could continue without this component but only for a short time.
    - 4 - **Replaceable** - The component is needed but could be replaced with little or no added cost; off-the-shelf, interchangeable with a similar or identical component.
  - Urgency represents the end user's perception of the interruption. It has 4 possible values:
    - 1 - **System down**, business loss has occurred (or is occurring)
    - 2 - **System degraded**, business loss is likely
    - 3 - **System affected**, business loss is possible
    - 4 - **System functioning**, business loss is preventable
- The Impact is therefore relatively static, since it must be defined as an attribute of the affected Configuration Item (CI). The choice of the impact value is negotiated with the owner of the CI. If the value in the CI has not been set, or if there is no CI named in the incident, the Impact is defaulted to 2.
- The summed values of Impact and Urgency results in the following table of possible Incident Priority values:
  - 1 - Major
  - 2 - Critical
  - 3 - Severe
  - 4 - High
  - 5 - Medium
  - 6, 7, 8 - Low

- Since the Priority field must still be established to drive Service Types, the following mapping of Incident Priority to Priority has been created. Note that CA-SD only allows Priority values of 1-5:
  - Incident Priority 1 ==> Priority 1
  - Incident Priority 2 ==> Priority 2
  - Incident Priority 3 ==> Priority 3
  - Incident Priority 4 ==> Priority 4
  - Incident Priority 5 ==> Priority 5
  - Incident Priority 6 ==> Priority 5
  - Incident Priority 7 ==> Priority 5
  - Incident Priority 8 ==> Priority 5
- In Incident and Problem records, the Priority field has been removed from the screen so that it cannot be directly edited. Its value is determined by the mapping of Incident Priority, which is determined by Impact + Urgency. The Priority field is directly editable in Service Request records because the Impact and Urgency fields are not used with Service Requests.

			Urgency based on User's Perception			
			Completely Down/No Workaround	Degraded	Workaround Available	Normal
			1	2	3	4
Impact based on CI	Mission-Critical	0			Severe (3)	High (4)
	Vital	1		Severe (3)	High (4)	Medium (5)
	Necessary	2	Severe (3)	High (4)	Medium (5)	Low (6)
	Needed	3	High (4)	Medium (5)	Low (6)	Low (7)
	Replaceable	4	Medium (5)	Low (6)	Low (7)	Low (8)

Set forth below are the roles and responsibilities of the Parties for this Section.

Service Desk Services- Perform Urgency Priority Assessment Activities and Tasks

Task	Acxiom	Cook County
Service Desk Services- Perform Priority Assessment		
Identify the impact on Cook County's computing environment and the resources required to implement resolution	X	
Assign the Priority Level designated by Cook County or, if none is designated, as determined by Acxiom, and take appropriate action in accordance with this Section	X	
Escalate in accordance with agreed upon escalation	X	

Task	Acxiom	Cook County
procedures and notify Acxiom and the Cook County support teams if defined Service Levels are impacted		
Communicate with Cook County as needed and before changing a ticket Priority Level	X	
Conduct a formal review (RCA) on all valid Priority Level 1 tickets and upon Cook County request	X	
Provide detailed information about the impact of the Incident on the Cook County's business operations		X
Identify key Cook County personnel that will be designated in Acxiom's ticketing system as having priority status		X
Identify the Priority Level upon opening of a ticket.		X

2.5.6.2 Notification

Acxiom will provide Service Desk Notification Services as described in this Section. An Incident must be addressed within Acxiom's standard service timeframes and, in accordance with this Section, the ticket may be escalated for assignment time and closure time. Urgency 1 Incidents will send out notifications immediately. Acxiom's standard notification process provides that issues are addressed with the appropriate urgency. Acxiom's standard service timeframes are set forth below.

Acxiom's Standard Service Timeframes

Priority Level	Response Time	Closure Time
Priority Level 1,2	15 minutes	4 hours
Priority Level 3,4	1 hour	8 hours
Priority Level 5	4 business hours	3 business days
Priority Level 6, 7, 8	1 business day	10 business days

*Response Time (Assign Time) is defined as the period of time from the opening of the Incident ticket to the assignment of the ticket to an Acxiom support team member (which is determined by the acknowledgment of receipt of the Incident ticket by the applicable Acxiom support team member).

**Closure Time is defined as the period of time from the assignment of the ticket until resolution of the Incident.

2.5.6.3 Escalation Path

The notification process places the correct focus on incidents to provide the needed action for resolution. Automated notifications are triggered for incident assignment and closure.

- Assignment notifications for Priority 1,2,3,4 incidents are sent every 15 minutes from the ticket open time following the path indicated below in table 5.4.7. The notification process cannot be postponed unless the incident ticket is in a valid pending state.
- Priority 1,2,3,4 incidents send notifications 24 hours a day, 7 days a week. Level 1 Support receives these notifications.

- Priority 5,6,7,8 incidents send notifications only during business hours (Monday through Friday, 8 AM to 5 PM Central Standard Time).
- Closure notifications are sent as needed to ensure all levels of leadership are appraised of the incident based on the priority assigned, the current status and the age of the incident ticket. Closure notifications follow the notification path one time. After one complete iteration, notifications stop and are reported once a day to the entire notification path.

Notifications

Assignment Notifications	Closure Notifications	Elevate / Notify
Priority 1,2,3,4 Notifications start after incident ticket is opened for 15 minutes, and continue until incident ticket is moved to assigned status. **Priority 5,6,7,8** Notifications start when incident ticket is within 1 hour of service level agreement being missed.	Standard service timeframe is within 1 hour of being missed.	• Acxiom ticket assignee • Acxiom Level 1 Service Desk
Priority 1,2,3,4 Notifications start after incident ticket is opened for 15 minutes until incident ticket is moved to assigned status. **Priority 5,6,7,8** Notifications start when incident ticket is within 45 minutes of service level agreement being missed.	Standard service timeframe is within 45 minutes of being missed.	• Acxiom Team Leader • Acxiom ticket assignee • Acxiom Level 1 Service Desk
Priority 1,2,3,4 Notifications start after incident ticket is opened for 15 minutes until incident ticket is moved to assigned status. **Priority 5,6,7,8** Notifications start when incident ticket is within 30 minutes of service level agreement being missed.	Standard service timeframe is within 30 minutes of being missed.	• Business Unit Leader • Team Leader • Assignee • Level 1 Service Desk
Priority 1,2,3,4 Notifications start after incident ticket is opened for 15 minutes until incident ticket is moved to assigned status. **Priority 5,6,7,8** Notifications start when incident ticket is within 15 minutes of service level agreement being missed.	Standard service timeframe is within 15 minutes of being missed.	• Group Leader • Business Unit Leader • Team Leader • Assignee • Level 1 Service Desk

Set forth below are the roles and responsibilities of the Parties for this Section.

Service Desk Services –Notification Activities and Tasks

Task	Acxiom	Cook County
Service Desk Services –Notification		
Agree to service levels with Cook County	X	
Monitor the automated notification process and call support	X	
Provide real-time access to incident tickets	X	
Maintain and provide escalation/notification contact list(s) for all service areas (including third parties such as vendors and service providers)	X	
Provide and agree to Cook County and third-party support contact information for escalations/notifications		X

2.5.7 Ensure Client Satisfaction

Acxiom's standard satisfaction survey will be automatically distributed to clients upon the closure of every fifth ticket recorded in Acxiom's Ticketing System. Exceptions to this would be any ticket in which "None" or "Always" is selected in Contact, ticket categorization or Group fields on the ticket. Results from the surveys are collected, analyzed, and distributed to Acxiom support associates on a weekly basis.

Set forth below are the roles and responsibilities of the Parties for this Section.

Service Desk Services- Ensure Customer Satisfaction Activities and Tasks

Task	Acxiom	Cook County
Service Desk Services- Ensure Customer Satisfaction		
Administer automatic customer satisfaction survey upon closure of every tenth ticket rating resolution timeliness, Acxiom associate helpfulness, overall resolution rating, and whether the Incident was satisfactorily resolved	X	
Provide average scores from the satisfaction surveys	X	
Upon Cook County's reasonable request, provide Cook County with the comments and raw scores submitted by the Cook County personnel in response to satisfaction surveys	X	
Respond to satisfaction surveys		X

2.5.7.1 Measurements and Reporting

Acxiom will measure and report on the incident management process, in the format and by the categories required by Cook County as defined below.

Set forth below are the roles and responsibilities of the Parties for this section 5.6 of the Service Desk SOW. To the extent that any role or responsibility is shared, the Party with primary responsibility for such task is identified with an "X".

Service Desk Services - Measurements and Reporting Activities and Tasks

Roles and Responsibilities	Acxiom	Cook County
Service Desk Services - Measurements and Reporting		
Perform trend analysis of incident information	X	
Create reporting metrics and provide to Cook County	X	
Provide reports as mutually agreed upon by the Parties in accordance with Schedule 4.4 – Service Level Agreements, which may consist of: • Monthly closed incident tickets by priority, and ticket categorization • Monthly incident tickets closed within 24 hours • Monthly top 10 incident types • Monthly closed incident tickets by assignment group • Monthly incident tickets opened, sorted by assignment group • Monthly incident response and resolution • Monthly service request turnaround detailed report • Monthly client satisfaction survey results report	X	

2.5.8 Billing and Invoicing

All services, as described, are included as governed by Exhibit 2 Schedule of Compensation.

2.6 Approval for Expenditure Request

Cook County may request non-material changes in the computing environment such as changes in volume, hardware, software, etc. utilizing the Approval for Expenditure ("AFE") request form attached hereto as Attachment 1 and incorporated herein by reference. All AFE requests require Cook County signature level of Deputy CIO, CTO or higher. Contractor shall implement all AFE requests executed by both parties according to the Change Management Procedures described herein. For the avoidance of doubt, Cook County shall not request Additional Services as defined in the Agreement utilizing an AFE request form.

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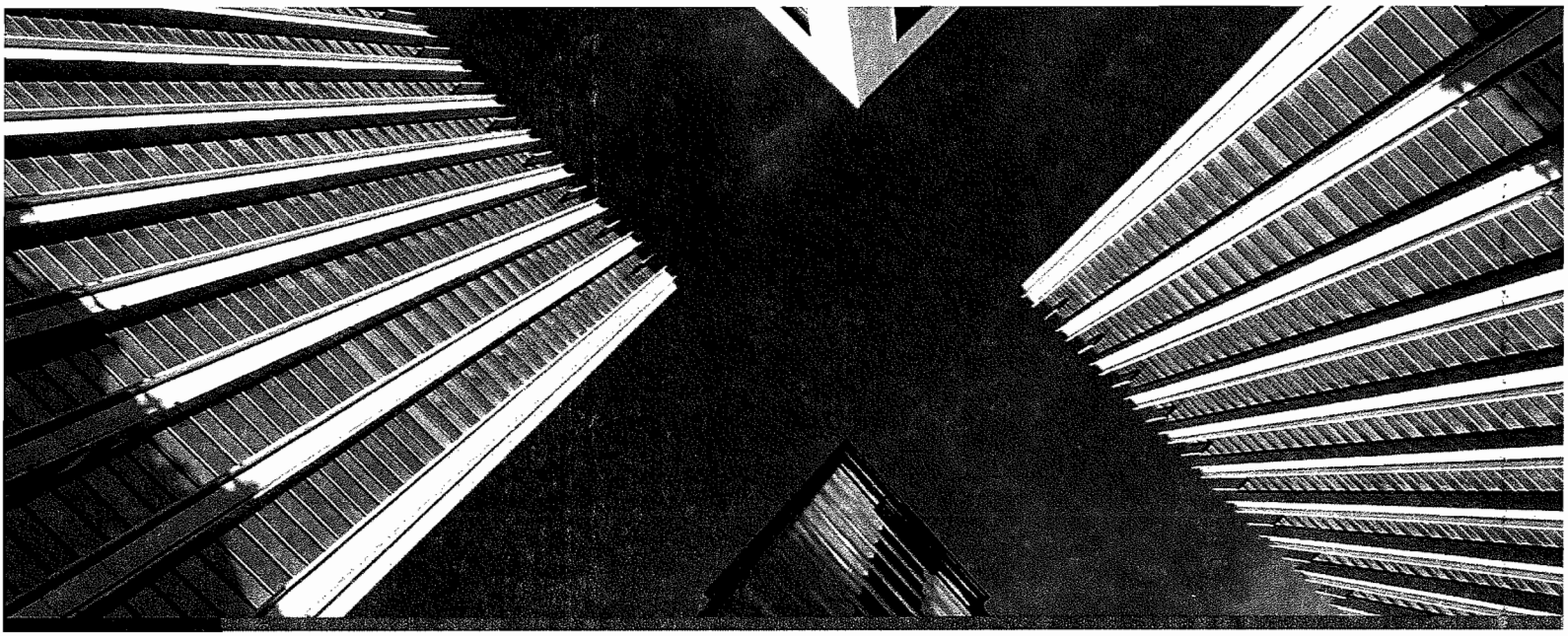
Cook County

Schedule 1
Hardware and Software



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Mainframe Hardware and Software

Mainframe Hardware

Equipment Manufacturer *(Note 1)*	Description	Model Number	Current Quantity	Location	Owner - Financial Responsibility	Maintenance Responsibility - Financial	Maintenance Responsibility - Operational
IBM	CPU	2818-P03	560 MIPS	Acxiom Downers Grove Data Center	Acxiom	Acxiom	Acxiom
IBM	DASD	DS8000	12,800 GB	Acxiom Downers Grove Data Center	Acxiom	Acxiom	Acxiom
Oracle	Tape Library (silo)	SL8500	Access to 1 Shared	Acxiom Downers Grove Data Center	Acxiom	Acxiom	Acxiom
Oracle	Tape Drive (Silo attached)	T10000	Access to 4 shared	Acxiom Downers Grove Data Center	Acxiom	Acxiom	Acxiom
IBM	Virtual Tape System for migration	3494-B10	Temporary access to 1 (Note 2)	Acxiom Downers Grove Data Center	Acxiom	Acxiom	Acxiom
Oracle	Virtual Tape System	VSM4	16 Dedicated virtual addresses	Acxiom Downers Grove Data Center	Acxiom	Acxiom	Acxiom

Equipment Manufacturer *(Note 1)*	Description	Model Number	Current Quantity	Location	Owner - Financial Responsibility	Maintenance Responsibility - Financial	Maintenance Responsibility - Operational
Optica	Escon Protocol Convereter (Circuit Court)	Prizm	1 Dedicated	Circuit Court Computer Room	Acxiom	Acxiom	Acxiom
Brocade (or equivalent	FCIP Switch (Circuit Court)	7800	1 Dedicated	Circuit Court Computer Room	Acxiom	Acxiom	Acxiom
Brocade (or equivalent	FCIP Switch (Circuit Court)	7800	1 Dedicated	Acxiom Downers Grove Data Center	Acxiom	Acxiom	Acxiom
Barr	Print Driver PC (Cook County and Circuit Court)	Barr/PC	3	Cook County Computer Room	Acxiom	Acxiom	Acxiom
Xerox	Laser Printer (Cook County and Circuit Court)	180mx	4	Cook County Computer Room	Cook County	Cook County	Cook County
IBM	Line Printer (Cook County and Circuit Court)	6262	2	Cook County Computer Room	Cook County	Cook County	Cook County
IBM	Manual Tape Drive (Circuit Court)	3590E	8	Circuit Court Computer Room	Circuit Court	Circuit Court	Circuit Court

Equipment Manufacturer *(Note 1)*	Description	Model Number	Current Quantity	Location	Owner - Financial Responsibility	Maintenance Responsibility - Financial	Maintenance Responsibility - Operational
IBM	Manual Tape Drive (Circuit Court)	3490	16	Circuit Court Computer Room	Circuit Court	Circuit Court	Circuit Court
	Console (Circuit Court)	PC or other device	1	Circuit Court Computer Room	Circuit Court	Circuit Court	Circuit Court

NOTES:

1. Acxiom has the right to substitute functionally equivalent hardware products in place of those products shown above for which Acxiom has Financial or Operational responsibility, provided that such substituted products do not materially alter the mainframe services.
2. Access to IBM 3494-B10 is included during migration and conversion period only.
3. For hardware that is utilized by both Cook County and Circuit Court, Acxiom will provide hardware maintenance and support. Circuit Court will provide all technical and operations support for the Circuit Court environment as described in Exhibit 1.

Mainframe Disaster Recovery Hardware

Cook County will provide the hardware required for recovery via an IBM agreement.

Equipment Manufacturer *(Note 1)*	Description	Model Number	Quantity		Location
IBM	CPU	zSeries	399 MIPS		IBM
IBM	DASD	3390-x emulated	6,400 GB		IBM
Oracle	Tape Drive	T10000A	4		IBM
IBM or Oracle	Virtual Tape System	VTS, VSM or equivalent	16 virtual addresses		IBM
Oracle	KMS Server	KMS Server	1		IBM

1. Cook County will amend their current IBM Disaster Recovery Agreement to provide for recovery using encrypted Oracle T10000 tape drives.
2. Cook County will substitute or add functionally equivalent hardware products in place of those products shown above as may be required during the term of Agreement.
3. The IBM and/or Oracle tape equipment required will be dependent upon the timing of the IBM to Oracle tape environment conversion
4. Disaster Recovery resources for Clerk of the Circuit Court are not included in this Exhibit as these resources are not known

Mainframe Software

"Maintenance Responsibility – Operational" denotes the party that will provide support for Cook County's LPARs only. Circuit Court will provide Operational support for all software on their LPARs.

Software Manufacturer	Product Name	License Owner - Financial Responsibility	Maintenance Responsibility - Financial	Maintenance Responsibility - Operational	Comments
ASG	Workload Scheduler	Cook County	Acxiom	Acxiom	See Notes 4 and 5
BMC	Performance Analyzer for Mainframes (MVR)	Acxiom	Acxiom	Acxiom	
CA	CA-1	Acxiom	Acxiom	Acxiom	
CA	CA-1/CopyCat	Acxiom	Acxiom	Acxiom	
CA	CA-90 Services	Acxiom	Acxiom	Acxiom	
CA	CA-Insight for DB2	Acxiom	Acxiom	Acxiom	Replacement for IBM Tivoli Omegamon/DB2
CA	CA-ISM Crews Catalog Recovery	Acxiom	Acxiom	Acxiom	Replacement for Rocket Software Catalog Recovery Plus
CA	CA-JCLCheck/MVS	Acxiom	Acxiom	Acxiom	
CA	CA-MIM/MVS	Acxiom	Acxiom	Acxiom	
CA	CA-Netmaster	Acxiom	Acxiom	Acxiom	Replacement for IBM Netview
CA	CA-Netspy	Acxiom	Acxiom	Acxiom	
CA	CA-OPS/MVS II	Acxiom	Acxiom	Acxiom	
CA	CA-Panaudit Plus EXTP	Acxiom	Acxiom	Acxiom	
CA	CA-Panvalet	Acxiom	Acxiom	Acxiom	
CA	CA-Panvalet Opt for ISPF	Acxiom	Acxiom	Acxiom	

Software Manufacturer	Product Name	License Owner - Financial Responsibility	Maintenance Responsibility - Financial	Maintenance Responsibility - Operational	Comments
CA	CA-RCMVS (Remote Console)	Acxiom	Acxiom	Acxiom	
CA	CA-Spool for MVS	Acxiom	Acxiom	Acxiom	Will review as a replacement for LRS VPS suite post-migration
CA	CA-SYSVIEW/CICS	Acxiom	Acxiom	Acxiom	Replacement for IBM Tivoli Omegamon/CICS
CA	CA-SYSVIEW/Event Capture Option	Acxiom	Acxiom	Acxiom	Replacement for IBM Tivoli Omegamon/MVS
CA	CA-SYSVIEW/MVS	Acxiom	Acxiom	Acxiom	Replacement for IBM Tivoli Omegamon/MVS
CA	CA-TPX	Acxiom	Acxiom	Acxiom	Will review as a replacement for Northridge Network Direction post-migration
CA	CA-View	Acxiom	Acxiom	Acxiom	
Chicago Soft	MVS/Quickref	Cook County	Acxiom	Acxiom	See Notes 4 and 5
Fujistu (IBM)	TDMF for z/OS	Acxiom	Acxiom	Acxiom	
IBM	BookManager Read	Acxiom	Acxiom	Acxiom	
IBM	CICS OTTO for z/OS	Cook County	Cook County	Acxiom	
IBM	CICS TS for z/OS V3.2	Acxiom	Acxiom	Acxiom	
IBM	Compatibility Fonts	Acxiom	Acxiom	Acxiom	
IBM	Compiler for REXX/370	Acxiom	Acxiom	Acxiom	
IBM	DB2 Administration Tool V7	Cook County	Cook County	Acxiom	
IBM	DB2 QMF Enterprise Edition	Acxiom	Acxiom	Acxiom	
IBM	DB2 UDB for z/OS	Acxiom	Acxiom	Acxiom	Version 8 is currently in use
IBM	DB2 Utilities Suite V9	Acxiom	Acxiom	Acxiom	See Note 6
IBM	Debug Tool V10	Cook County	Acxiom	Acxiom	See Notes 4 , 5 and 6
IBM	Enterprise COBOL for z/OS V4	Acxiom	Acxiom	Acxiom	
IBM	Fault Analyzer V10	Cook County	Acxiom	Acxiom	See Notes 4 ,5 and 6
IBM	File Export	Cook County	Acxiom	Acxiom	See Notes 4 ,5 and 6

Software Manufacturer	Product Name	License Owner - Financial Responsibility	Maintenance Responsibility - Financial	Maintenance Responsibility - Operational	Comments
IBM	File Manager V10	Cook County	Acxiom	Acxiom	See Notes 4 , 5 and 6
IBM	HCD	Acxiom	Acxiom	Acxiom	
IBM	IMS HALDB Toolkit V3	Cook County	Cook County	Acxiom	
IBM	IMS HD Comp Extended V2	Cook County	Cook County	Acxiom	
IBM	IMS HP Load V2	Cook County	Cook County	Acxiom	
IBM	IMS HP Pointer Checker V3	Cook County	Cook County	Acxiom	
IBM	IMS HP Unload V1	Cook County	Cook County	Acxiom	
IBM	IMS Index Builder V3	Cook County	Cook County	Acxiom	
IBM	IMS V10 Database Manager	Acxiom	Acxiom	Acxiom	
IBM	Interdependency Analyzer	Cook County	Cook County	Acxiom	
IBM	IPCS	Acxiom	Acxiom	Acxiom	
IBM	Library for REXX/370	Acxiom	Acxiom	Acxiom	
IBM	Migration Utility V3	Cook County	Acxiom	Acxiom	See Notes 4 , 5 and 6
IBM	OGL/370	Acxiom	Acxiom	Acxiom	
IBM	PPFA/370	Acxiom	Acxiom	Acxiom	
IBM	PSF V4 for z/OS	Acxiom	Acxiom	Acxiom	Included at Tier 5
IBM	Tivoli License Compliance Manager for z/OS and S&S	Acxiom	Acxiom	Acxiom	
IBM	VS COBOL II Comp Lib and Debug	Acxiom	Acxiom	Acxiom	
IBM	WebSphere MQ for z/OS	Acxiom	Acxiom	Acxiom	Circuit Court Only
IBM	WebSphere MQ for z/OS Client Attach	Acxiom	Acxiom	Acxiom	Circuit Court Only
IBM	z/OS V1 Base	Acxiom	Acxiom	Acxiom	z/OS is currently running at v1.10 – will need to be upgraded before or during migration to allow for participation in Acxiom's Sysplex

Software Manufacturer	Product Name	License Owner - Financial Responsibility	Maintenance Responsibility - Financial	Maintenance Responsibility - Operational	Comments
IBM	z/OS V1 C/C++ without Debug	Acxiom	Acxiom	Acxiom	
IBM	z/OS V1 DFSMS dsshsm	Acxiom	Acxiom	Acxiom	
IBM	z/OS V1 GDDM-PGF	Acxiom	Acxiom	Acxiom	
IBM	z/OS V1 GDDM-REXX	Acxiom	Acxiom	Acxiom	
IBM	z/OS V1 RMF	Acxiom	Acxiom	Acxiom	
IBM	z/OS V1 SDSF	Acxiom	Acxiom	Acxiom	
IBM	z/OS V1 Security Server (RACF)	Acxiom	Acxiom	Acxiom	
Innovation Data Processing	ABR	Acxiom	Acxiom	Acxiom	
Innovation Data Processing	FDR/DSF	Acxiom	Acxiom	Acxiom	Compaktor is not used and not included per Cook County
LRS	VMCF	Acxiom	Acxiom	Acxiom	Circuit Court Only
LRS	VPS	Acxiom	Acxiom	Acxiom	
LRS	VPS/DRS	Acxiom	Acxiom	Acxiom	
LRS	VPS/TCPIP	Acxiom	Acxiom	Acxiom	
MacKinney Systems	Batch to CICS	Acxiom	Acxiom	Acxiom	
MacKinney Systems	Kwik Key	Acxiom	Acxiom	Acxiom	Circuit Court Only
MacKinney Systems	Logview	Acxiom	Acxiom	Acxiom	Circuit Court Only
MacKinney Systems	MAPR II	Acxiom	Acxiom	Acxiom	Circuit Court Only
MacKinney Systems	Message	Acxiom	Acxiom	Acxiom	Circuit Court Only
MacKinney Systems	Morning News	Acxiom	Acxiom	Acxiom	Circuit Court Only
MacKinney Systems	Spooler	Acxiom	Acxiom	Acxiom	Circuit Court Only

Software Manufacturer	Product Name	License Owner - Financial Responsibility	Maintenance Responsibility - Financial	Maintenance Responsibility - Operational	Comments
MacKinney Systems	Timeout	Acxiom	Acxiom	Acxiom	Circuit Court Only
Northridge	Network Director	Cook County	Cook County	Acxiom	Will be reviewed for replacement with CA-TPX during the first year of the agreement
Pitney Bowes Inc. (Group1)	BagTag Option	Cook County	Cook County	Acxiom	See Note 3
Pitney Bowes Inc. (Group1)	Finalist Batch	Cook County	Cook County	Acxiom	See Note 3
Pitney Bowes Inc. (Group1)	Finalist CICS	Cook County	Cook County	Acxiom	See Note 3
Pitney Bowes Inc. (Group1)	Finalist Database	Cook County	Cook County	Acxiom	See Note 3
Pitney Bowes Inc. (Group1)	Finalist DPV	Cook County	Cook County	Acxiom	See Note 3
Pitney Bowes Inc. (Group1)	Mailstream Plus	Cook County	Cook County	Acxiom	See Note 3
Pitney Bowes Inc. (Group1)	USPS Ref File	Cook County	Cook County	Acxiom	See Note 3
PKWare Inc.	PKZIP for Mainframe	Cook County	Acxiom	Acxiom	See Notes 4 amd 5
Proginet	IND$FILE Plus	Cook County	Cook County	Acxiom	Product is no longer marketed. Will need to use existing Cook County license. Product will be supported on a "Commercially Reasonable Efforts" basis
SAS	SAS Base	Acxiom	Acxiom	Acxiom	SAS Base only
SEA	$avrs	Cook County	Acxiom	Acxiom	Circuit Court Only - See Notes 4 and 5
SEA	FastPack	Cook County	Acxiom	Acxiom	See Notes 4 and 5
StorageTek	ExLM	Acxiom	Acxiom	Acxiom	
StorageTek	NCS	Acxiom	Acxiom	Acxiom	
Syncsort, Inc.	Procsort	Cook County	Acxiom	Acxiom	See Notes 4 and 5

Software Manufacturer	Product Name	License Owner - Financial Responsibility	Maintenance Responsibility - Financial	Maintenance Responsibility - Operational	Comments
Syncsort, Inc.	Syncsort for z/OS	Cook County	Acxiom	Acxiom	See Notes 4 and 5
Systemware	JHS	Cook County	Cook County	Acxiom	
Systemware	XPTR/DJDE/CICS/Comm	Cook County	Cook County	Acxiom	
Vanguard Integrity Professionals	Vanguard/ Administrator	Acxiom	Acxiom	Acxiom	
Vanguard Integrity Professionals	Vanguard/ Advisor	Acxiom	Acxiom	Acxiom	
Vanguard Integrity Professionals	Vanguard/ Analyzer	Acxiom	Acxiom	Acxiom	
Xerox	XPAF / XAOF	Cook County	Cook County	Acxiom	See Note 3

NOTES:

1. For software for which Cook County or Circuit Court has license and / or maintenance responsibility (financial), Cook County will be responsible for the cost for licensing and maintenance this software on the mainframe.
2. Software for which Acxiom has financial responsibility will be provisioned for the appropriate MIPS as indicated in the Mainframe Hardware section of this Schedule 1.
3. Acxiom provides installation and product maintenance support only. Cook County is responsible for all implementation and configuration.
4. Cook County will be responsible for providing to Acxiom for all Cook County and Circuit Court owned software licenses which will be used or accessed by Acxiom in performing the Mainframe Services the following: copies of all software licenses and any related maintenance agreements (redacted as necessary); proof of purchase for Cook County and Circuit Court owned software in the form of either a fully executed copy of the software license agreement, or if the software license agreement cannot be found, a current maintenance invoice with detailed description of the software; and if applicable third party access agreement from the

software licensor for provisioning the software to Acxiom for its use of and access to the software. If software ownership records cannot be produced, Cook County will be responsible for the cost of acquiring additional licenses for both Cook County and Circuit Court, to support the software during the term of the Agreement and any extension thereof.

5. Cook County will transfer ownership of licenses to Acxiom. Licenses to be transferred to Acxiom assumes that the vendor will not charge a transfer or 3rd party access fee. If vendor requires additional transfer or 3rd party access fees, Cook County shall be responsible for payment of such fees.
6. Upon transfer of license to Acxiom (estimated to be within thirty (30) days of the Effective Date), Acxiom will be responsible for providing maintenance during the migration period and the term of the Agreement and any extension thereof.

Network Hardware

Server Name	SN	Tier level of monitoring	Make	Model	Support Tier	Location	Owner - Financial Responsibility	Maintenance Responsibility - Financial	Maintenance Responsibility - Operational
WAN Router		Network Management Tier 1	Cisco	3925	Standard Router	Acxiom Downers Grove Data Center	Acxiom	Acxiom	Acxiom
WAN Router		Network Management Tier 1	Cisco	3925	Standard Router	Cook County	Acxiom	Acxiom	Acxiom
WAN Router		Network Management Tier 1	Cisco	2911	Simple Router	Acxiom Downers Grove Data Center	Acxiom	Acxiom	Acxiom
WAN Router		Network Management Tier 1	Cisco	2911	Simple Router	Cook County	Acxiom	Acxiom	Acxiom
LAN Ports		Network Management Tier 1	Cisco	UNS 1Gb Ports	Switch Standard	Acxiom Downers Grove Data Center	Acxiom	Acxiom	Acxiom

Approval for Expenditure ("AFE") Request Form - Attachment 1 to Exhibit 1

Cook County / Acxiom

Approval FOR Expenditure Request

Date		**AFE #**	
To:		**From:**	

Required Change:	
Purpose of the Change:	
Date the Change is Required:	

Scope of the Change:	
Cost of the Change:	
Describe the Cost Benefit:	

	Name	**Signature**	**Date**
Acxiom Approval:			
Cook County Approval:			

ACXIOM

Sample Migration Plan: Attachment 1-1 to Exhibit 1

ID	Task Name	Start	Finish	Duration	Predecessors	Resource Names
0	**Customer Data Center Migration (DCM)**	**Mon 8/3/09 8:00 AM**	**Fri 1/15/10 11:00 AM**	**115.38 days?**		
1	**Customer DCM Initiation Phase - Baseline Plan Completion**	**Mon 8/3/09 8:00 AM**	**Fri 9/18/09 5:00 PM**	**35 days**		
2	MS01 - Assumed Project Start Date	Fri 8/28/09 5:00 PM	Fri 8/28/09 5:00 PM	0 days		
3	**Charter**	**Mon 8/31/09 8:00 AM**	**Fri 9/18/09 5:00 PM**	**15 days**		
4	Draft Charter Presented to Stakeholders	Mon 8/31/09 8:00 AM	Fri 9/11/09 5:00 PM	10 days	2	Acxiom
5	Draft Charter Re-Issued with Stakeholder Revisions	Mon 9/14/09 8:00 AM	Fri 9/18/09 5:00 PM	5 days	4	Acxiom
6	**Asset Inventory**	**Fri 8/28/09 5:00 PM**	**Fri 8/28/09 5:00 PM**	**0 days**		
7	MS02 - Hardware List Completed	Fri 8/28/09 5:00 PM	Fri 8/28/09 5:00 PM	0 hrs	2FF	Acxiom
8	**Target Site Technical Architecture**	**Mon 8/3/09 8:00 AM**	**Fri 8/28/09 5:00 PM**	**20 days**		**Acxiom**
9	Mainframe Architecture and Solution Plan	Mon 8/3/09 8:00 AM	Fri 8/28/09 5:00 PM	20 days		
10	Network Design - Transitional and End-State	Mon 8/3/09 8:00 AM	Fri 8/28/09 5:00 PM	20 days		
11	Security Architecture and Design	Mon 8/3/09 8:00 AM	Fri 8/28/09 5:00 PM	20 days		
12	**Target Site Build-out Plan**	**Mon 8/31/09 8:00 AM**	**Tue 9/1/09 5:00 PM**	**2 days**		
13	Facility Requirements	Mon 8/31/09 8:00 AM	Mon 8/31/09 5:00 PM	1 day	8	Acxiom
14	Infrastructure Build WBS	Tue 9/1/09 8:00 AM	Tue 9/1/09 5:00 PM	1 day	8,13	ACX - Project Manager
15	Baseline Migration Schedule	Wed 9/2/09 8:00 AM	Thu 9/3/09 5:00 PM	2 days	12	Acxiom
16	Capstone Workshop	Fri 9/11/09 8:00 AM	Fri 9/11/09 5:00 PM	1 day	15FS+5 days	
17	Acxiom/Customer Joint Plan Review	Fri 9/11/09 8:00 AM	Fri 9/11/09 5:00 PM	8 hrs	16FF	Acxiom,Customer - Stakeholders
18						
19	**Customer DCM Execution Phase**	**Mon 8/3/09 8:00 AM**	**Fri 12/18/09 2:00 PM**	**97.63 days?**		
20	**HWP000 - Hardware and Software**	**Mon 8/31/09 8:00 AM**	**Thu 9/24/09 5:00 PM**	**19 days?**		
21	**HWSP00 - Financial Approvals - Business Case**	**Mon 8/31/09 8:00 AM**	**Thu 9/10/09 5:00 PM**	**9 days?**		
22	Obtain Quotes - Mainframe Processor	Mon 8/31/09 8:00 AM	Mon 8/31/09 5:00 PM	1 day	9	ACX - Network Architect[666%],ACX - C
23	Obtain Quotes - Mainframe DASD	Mon 8/31/09 8:00 AM	Mon 8/31/09 5:00 PM	1 day	22FF	
24	Obtain Quotes - Mainframe Tape Equipment	Mon 8/31/09 8:00 AM	Mon 8/31/09 5:00 PM	1 day	22FF	
25	Obtain Quotes - Mainframe Software	Mon 8/31/09 8:00 AM	Mon 8/31/09 5:00 PM	1 day	22FF	
26	Obtain Quotes - Network and Security	Wed 9/2/09 8:00 AM	Wed 9/2/09 5:00 PM	1 day	47FF	
27	Obtain Quotes - Racks, Power and Cabling	Wed 9/2/09 8:00 AM	Wed 9/2/09 5:00 PM	1 day	47FF	
28	Obtain Quotes - Professional Services	Mon 8/31/09 8:00 AM	Thu 9/3/09 5:00 PM	4 days	2	
29	Submit Business Case - All Capital Equipment	Fri 9/4/09 8:00 AM	Fri 9/4/09 5:00 PM	1 day?	22,23,24,25,26,28	
30	Submit Business Case - Non-Capital Expenses	Fri 9/4/09 8:00 AM	Fri 9/4/09 5:00 PM	1 day	28	ACX - Project Manager
31	Obtain Approval of Seed Equipment Business Cases	Mon 9/7/09 8:00 AM	Thu 9/10/09 5:00 PM	4 days	29,30	ACX - Project Manager[375%]
32	**HWSP01 - Procure Equipment**	**Fri 9/11/09 8:00 AM**	**Thu 9/24/09 5:00 PM**	**10 days?**		
33	Order Infrastructure Equipment	Fri 9/11/09 8:00 AM	Thu 9/24/09 5:00 PM	10 days	31	
34	Order Network/Security Equipment	Fri 9/11/09 8:00 AM	Thu 9/24/09 5:00 PM	10 days	21	ACX - Project Manager[300%]
35	Order Mainframe Equipment	Fri 9/11/09 8:00 AM	Thu 9/24/09 5:00 PM	10 days	21	ACX - Project Manager[300%]
36	Order Disk Equipment	Fri 9/11/09 8:00 AM	Thu 9/24/09 5:00 PM	10 days	21	ACX - Project Manager[300%]
37	Order Tape Equipment	Fri 9/11/09 8:00 AM	Thu 9/24/09 5:00 PM	10 days	21	ACX - Project Manager[300%]
38	Order Profesional Services	Fri 9/11/09 8:00 AM	Thu 9/17/09 5:00 PM	5 days	21	ACX - Project Manager
39	MS05 - Seed Procurement Orders Placed	Fri 9/11/09 8:00 AM	Fri 9/11/09 5:00 PM	1 day?	34SS,35SS,36SS,	
40						
41	**DCP000 - Data Center Build-out - Target DC Staging & Production E**	**Fri 8/28/09 5:00 PM**	**Tue 10/20/09 5:00 PM**	**37 days?**		
42	**DCSP00 - Data Center Facilities Ready for Build**	**Tue 9/15/09 8:00 AM**	**Tue 9/15/09 8:00 AM**	**0 days**		
43	**Conway Facility**	**Tue 9/15/09 8:00 AM**	**Tue 9/15/09 8:00 AM**	**0 days**		
44	MS06 - Conway Floor Ready	Tue 9/15/09 8:00 AM	Tue 9/15/09 8:00 AM	0 days		ACX - Facilities
45	**DCSP01 - Infrastructure Buildout**	**Fri 8/28/09 5:00 PM**	**Tue 10/20/09 5:00 PM**	**37 days?**		
46	**IBSP00 Network Design and Planning**	**Fri 8/28/09 5:00 PM**	**Thu 10/8/09 5:00 PM**	**29 days?**		

Sample Migration Plan: Attachment 1-1 to Exhibit 1

ID	Task Name	Start	Finish	Duration	Predecessors	Resource Names
47	**Finalize Hardware Requirements**	**Mon 8/31/09 8:00 AM**	**Wed 9/2/09 5:00 PM**	**3 days?**		
48	Finalize Port Counts	Mon 8/31/09 8:00 AM	Tue 9/1/09 5:00 PM	2 days	10	ACX - ITO-Network Support
49	Finalize Switch Hardware	Mon 8/31/09 8:00 AM	Tue 9/1/09 5:00 PM	2 days	10	ACX - ITO-Network Support
50	Finalize Firewall Hardware	Mon 8/31/09 8:00 AM	Tue 9/1/09 5:00 PM	2 days	10	ACX - ITO-Network Support
51	Finalize Router Hardware	Mon 8/31/09 8:00 AM	Tue 9/1/09 5:00 PM	2 days	10	ACX - ITO-Network Support
52	Finalize Cable Counts	Mon 8/31/09 8:00 AM	Tue 9/1/09 5:00 PM	2 days	10	ACX - ITO-Network Support
53	Submit Cable Counts to Facilities	Wed 9/2/09 8:00 AM	Wed 9/2/09 5:00 PM	1 day?	52,22FF	
54	**Access to Network Environment Planning**	**Mon 8/31/09 8:00 AM**	**Fri 9/4/09 5:00 PM**	**5 days**	**2**	
55	Determine Access Point For Customer	Mon 8/31/09 8:00 AM	Fri 9/4/09 5:00 PM	5 days		ACX - ITO-Network Support
56	Determine Access Point for Acxiom NOC	Mon 8/31/09 8:00 AM	Fri 9/4/09 5:00 PM	5 days		ACX - ITO-Network Support
57	**Network IP Address/Subnet/VLAN/ACL Planning**	**Mon 8/31/09 8:00 AM**	**Tue 9/15/09 5:00 PM**	**12 days?**	**2**	
58	Determine VLAN/Subnets To Seed	Mon 8/31/09 8:00 AM	Fri 9/4/09 5:00 PM	5 days		ACX - ITO-Network Support
59	Determine Whose Internal Address Space Will Be Us	Mon 8/31/09 8:00 AM	Fri 9/4/09 5:00 PM	5 days		ACX - ITO-Network Support
60	Determine Whose External Address Space Will Be Us	Mon 9/7/09 8:00 AM	Mon 9/7/09 5:00 PM	1 day?	59	ACX - ITO-Network Support
61	Request IP Block From Supplying Organization	Mon 9/7/09 8:00 AM	Fri 9/11/09 5:00 PM	5 days	59	ACX - ITO-Network Support
62	Assign IP Blocks to Migrating Subnets	Mon 9/14/09 8:00 AM	Mon 9/14/09 5:00 PM	1 day	58,61	ACX - ITO-Network Support
63	Initial Host IP Address Assignment	Tue 9/15/09 8:00 AM	Tue 9/15/09 5:00 PM	1 day	62	ACX - ITO-Network Support
64	Develop ACLs for Client Facing DMZ Systems	Tue 9/15/09 8:00 AM	Mon 9/21/09 5:00 PM	5 days	62	ACX - ITO-Network Support
65	Develop ACLs for Customer Access to Factory Systems	Tue 9/15/09 8:00 AM	Mon 9/21/09 5:00 PM	5 days	62	ACX - ITO-Network Support
66	**Order Circuits as needed**	**Fri 8/28/09 5:00 PM**	**Thu 10/8/09 5:00 PM**	**29 days**		
67	**Primary Migration/Replication Circuit**	**Fri 8/28/09 5:00 PM**	**Fri 9/25/09 5:00 PM**	**20 days**		
68	MS07 - Circuit Order Placed	Fri 8/28/09 5:00 PM	Fri 8/28/09 5:00 PM	0 days	2	Customer
69	Circuit Delivered	Mon 8/31/09 8:00 AM	Fri 9/25/09 5:00 PM	20 days	68	Circuit Vendor
70	**ISP Circuit(s)**	**Thu 9/10/09 5:00 PM**	**Thu 10/8/09 5:00 PM**	**20 days**		
71	MS08 - ISP Circuit Order Placed	Thu 9/10/09 5:00 PM	Thu 9/10/09 5:00 PM	0 days	21	ACX - Project Manager
72	Circuit Delivered	Fri 9/11/09 8:00 AM	Thu 10/8/09 5:00 PM	20 days	71	
73	**IBSP01 - Network Build**	**Fri 9/25/09 8:00 AM**	**Mon 10/19/09 5:00 PM**	**17 days**	**34,44**	
74	**Basic Hardware Installation**	**Fri 9/25/09 8:00 AM**	**Thu 10/1/09 5:00 PM**	**5 days**		
75	**Install switches**	**Fri 9/25/09 8:00 AM**	**Thu 10/1/09 5:00 PM**	**5 days**		
76	Initial Power up and Burn In	Fri 9/25/09 8:00 AM	Mon 9/28/09 5:00 PM	2 days		ACX - Network
77	Apply Base Switch Configuration	Tue 9/29/09 8:00 AM	Thu 10/1/09 5:00 PM	3 days	76	ACX - Network
78	**Install Routers**	**Fri 9/25/09 8:00 AM**	**Thu 10/1/09 5:00 PM**	**5 days**		
79	Initial Power up and Burn In	Fri 9/25/09 8:00 AM	Mon 9/28/09 5:00 PM	2 days		ACX - Network
80	Apply Base Router Configuration	Tue 9/29/09 8:00 AM	Thu 10/1/09 5:00 PM	3 days	79	ACX - Network
81	**Build LAN Environment**	**Fri 10/2/09 8:00 AM**	**Mon 10/5/09 5:00 PM**	**2 days**	**75,78**	
82	Create VLANS from final Migration List	Fri 10/2/09 8:00 AM	Fri 10/2/09 5:00 PM	1 day		ACX - Network
83	Create L3 Interfaces	Fri 10/2/09 8:00 AM	Mon 10/5/09 5:00 PM	2 days		ACX - Network
84	Assign Host Ports to VLANS	Fri 10/2/09 8:00 AM	Mon 10/5/09 5:00 PM	2 days		ACX - Network
85	**Install Firewalls**	**Fri 9/25/09 8:00 AM**	**Wed 10/14/09 5:00 PM**	**14 days**		
86	Initial Power up and Burn In	Fri 9/25/09 8:00 AM	Mon 9/28/09 5:00 PM	2 days		ACX - Security
87	Apply Base Firewall Configuration	Tue 10/6/09 8:00 AM	Mon 10/12/09 5:00 PM	5 days	81	ACX - Security
88	Configure Management Station	Tue 10/13/09 8:00 AM	Wed 10/14/09 5:00 PM	2 days	87	ACX - Security
89	**Configure Customer Access To New Infrastructure**	**Tue 10/6/09 8:00 AM**	**Tue 10/13/09 5:00 PM**	**6 days**	**81**	
90	Connect New Customer/Acxiom WAN Circuit To New	Tue 10/6/09 8:00 AM	Thu 10/8/09 5:00 PM	3 days	69	ACX - Network
91	Create and Apply ACLs To Allow Customer Access	Fri 10/9/09 8:00 AM	Tue 10/13/09 5:00 PM	3 days	90	ACX - Network
92	**Build Internet Access**	**Fri 10/9/09 8:00 AM**	**Mon 10/19/09 5:00 PM**	**7 days**	**81**	
93	Circuit Turn Up and Burn in ISP 1	Fri 10/9/09 8:00 AM	Thu 10/15/09 5:00 PM	5 days	72	ACX - Network

Sample Migration Plan: Attachment 1-1 to Exhibit 1

ID	Task Name	Start	Finish	Duration	Predecessors	Resource Names
94	Configure Addressing and BGP Peering ISP1	Fri 10/16/09 8:00 AM	Mon 10/19/09 5:00 PM	2 days	93	ACX - Network
95	Configure Firewalls for Basic Outbound Access	Fri 10/16/09 8:00 AM	Mon 10/19/09 5:00 PM	2 days	93	ACX - Security
96	Configure Firewalls for Access to inside Test Host	Fri 10/16/09 8:00 AM	Mon 10/19/09 5:00 PM	2 days	93	ACX - Security
97	MS09 - Conway WAN/LAN Buildout Complete	Tue 10/13/09 5:00 PM	Tue 10/13/09 5:00 PM	0 days	81,89	
98	MS10 - Conway Network Build-Out Complete	Mon 10/19/09 5:00 PM	Mon 10/19/09 5:00 PM	0 days	75,81,89,92	
99	**IBSP10 - Mainframe Build**	**Mon 8/31/09 8:00 AM**	**Tue 10/20/09 5:00 PM**	**37 days**		
100	Planning and Design	Mon 8/31/09 8:00 AM	Fri 9/4/09 5:00 PM	5 days	2	
101	Obtain SSN for new CPU's	Thu 9/10/09 8:00 AM	Thu 9/10/09 5:00 PM	1 day	35FF-10 days	ACX - Project Manager
102	Acquire new Authcodes	Fri 9/11/09 8:00 AM	Thu 9/17/09 5:00 PM	5 days	101	ACX - Project Manager
103	**Conway Mainframe Equipment Installation**	**Thu 9/24/09 5:00 PM**	**Tue 10/20/09 5:00 PM**	**18 days**	**35,44**	
104	**Mainframe hardware Installation**	**Thu 9/24/09 5:00 PM**	**Tue 10/20/09 5:00 PM**	**18 days**		
105	**Install processor's)**	**Thu 9/24/09 5:00 PM**	**Thu 10/8/09 5:00 PM**	**10 days**		
106	Power and cabling	Fri 9/25/09 8:00 AM	Thu 10/8/09 5:00 PM	10 days		ACX - Facilities
107	New 2098 Z03 on-site	Thu 9/24/09 5:00 PM	Thu 9/24/09 5:00 PM	0 days	35	ACX - Facilites,ACX - Hardware
108	Systems Assurance meeting with IBM	Wed 9/30/09 8:00 AM	Wed 9/30/09 12:00 PM	0.5 days	107FS+3 days	ACX - Hardware,ACX - Mainframe
109	Install 2098-HMC Console	Wed 9/30/09 1:00 PM	Fri 10/2/09 12:00 PM	2 days	108	ACX - Hardware[250%]
110	**DASD Installation - CWY**	**Fri 9/25/09 8:00 AM**	**Fri 10/9/09 5:00 PM**	**11 days**		
111	Install Mainframe Storage Array	Fri 9/25/09 8:00 AM	Tue 9/29/09 12:00 PM	2.5 days	36	EMC,ACX - Hardware
112	Connect DASD to Conway mainframes	Fri 10/9/09 8:00 AM	Fri 10/9/09 5:00 PM	1 day	105	ACX - Hardware
113	Connect to Data Migration Circuit	Tue 10/6/09 8:00 AM	Wed 10/7/09 5:00 PM	2 days	81,69	ACX - Hardware
114	**Coupling Facility**	**Fri 10/9/09 8:00 AM**	**Tue 10/13/09 10:00 AM**	**2.25 days**	**105**	
115	Submit Change Request	Fri 10/9/09 8:00 AM	Mon 10/12/09 5:00 PM	2 days		ACX - Mainframe
116	Connect to CF	Tue 10/13/09 8:00 AM	Tue 10/13/09 10:00 AM	0.25 days	115	ACX - Mainframe[80%],ACX - Hardware[
117	Connect SYSPLEX timer	Tue 10/13/09 9:00 AM	Tue 10/13/09 10:00 AM	0.13 days	116FF	ACX - Mainframe[80%],ACX - Hardware[
118	**Silo/tape Installation**	**Fri 9/25/09 8:00 AM**	**Tue 10/20/09 5:00 PM**	**18 days**		
119	Install SL8500	Fri 9/25/09 8:00 AM	Thu 10/1/09 5:00 PM	5 days	37	ACX - Hardware[80%]
120	Install T10 TK's	Fri 10/2/09 8:00 AM	Fri 10/2/09 5:00 PM	1 day	119	ACX - Hardware
121	Install VSM4 - Cwy	Fri 10/2/09 8:00 AM	Tue 10/6/09 12:00 PM	2.5 days	119	ACX - Hardware[80%],ACX - Mainframe[
122	Configure Tape Systems	Fri 10/9/09 8:00 AM	Thu 10/15/09 5:00 PM	5 days	119,120,121,105	
123	Acxiom Test of Tape Systems	Fri 10/16/09 8:00 AM	Tue 10/20/09 5:00 PM	3 days	122	
124	**9074 Controller Installation for Consoles**	**Fri 9/25/09 8:00 AM**	**Wed 10/7/09 2:36 PM**	**8.7 days**		
125	Lay channel cables and fiber	Fri 9/25/09 8:00 AM	Wed 10/7/09 2:36 PM	5 days		ACX - Facilities[5%]
126	Obtain IP addresses from Network Team	Fri 9/25/09 8:00 AM	Fri 9/25/09 5:00 PM	1 day		ACX - Facilities,ACX - Mainframe
127	Install System Consoles	Fri 10/2/09 8:00 AM	Fri 10/2/09 12:00 PM	0.5 days	109FF	ACX - Hardware[50%],ACX - Mainframe[
128	Configure controllers	Fri 10/2/09 1:00 PM	Fri 10/2/09 3:00 PM	0.25 days	127	ACX - Hardware[50%],ACX - Mainframe[
129	Execute Acxiom Test	Fri 9/25/09 8:00 AM	Mon 9/28/09 5:00 PM	2 days		ACX - Mainframe
130	**Build Logical Partitioning Environment**	**Wed 10/7/09 2:36 PM**	**Mon 10/12/09 4:36 PM**	**3.25 days**	**124**	
131	Define LPAR config for new processor	Wed 10/7/09 2:36 PM	Thu 10/8/09 9:36 AM	0.5 days		ACX - Mainframe
132	Create initial HCD and IOCP for new LPAR confi	Thu 10/8/09 9:36 AM	Fri 10/9/09 9:36 AM	1 day	131	ACX - Mainframe[50%]
133	Load HCD into new processor	Fri 10/9/09 9:36 AM	Fri 10/9/09 2:36 PM	0.5 days	105,132	ACX - Mainframe
134	Activate LPAR Definitions for the new processors	Fri 10/9/09 2:36 PM	Fri 10/9/09 4:36 PM	0.25 days	105,126,127,128,1	ACX - Mainframe
135	Install new Authcodes CWY	Fri 10/9/09 4:36 PM	Mon 10/12/09 4:36 PM	1 day	134	ACX - Mainframe
136	Perform mainframe component testing	Mon 10/12/09 4:36 PM	Mon 10/19/09 4:36 PM	5 days	135	ACX - Mainframe[160%]
137	MS11 - Conway Mainframe environment operational	Mon 10/19/09 4:36 PM	Mon 10/19/09 4:36 PM	0 days	136	
138						
139	**DMP000 - Data Migration**	**Fri 10/2/09 8:00 AM**	**Fri 12/4/09 5:00 PM**	**44 days?**		
140	**Mainframe Data Migration**	**Fri 10/2/09 8:00 AM**	**Fri 10/30/09 5:00 PM**	**21 days?**		

Sample Migration Plan: Attachment 1-1 to Exhibit 1

ID	Task Name	Start	Finish	Duration	Predecessors	Resource Names
141	Install Req. Replication Hardware & Software in DC Location	Fri 10/2/09 8:00 AM	Thu 10/8/09 5:00 PM	5 days	36FS+5 days	EMC[40%]
142	Freeze Existing DASD BINs	Fri 10/9/09 8:00 AM	Fri 10/9/09 9:00 AM	1 hr	141	EMC[6,400%]
143	Create new BIN files	Fri 10/9/09 8:00 AM	Thu 10/15/09 5:00 PM	5 days	142SS	EMC[240%]
144	Install new BIN files	Fri 10/16/09 8:00 AM	Fri 10/16/09 5:00 PM	1 day	143	EMC[50%]
145	Configure SRDF on Source and Target Frames	Mon 10/19/09 8:00 AM	Wed 10/21/09 5:00 PM	3 days	144,113	
146	Start SRDF Replication from Source DASD to Target DASD	Thu 10/22/09 8:00 AM	Thu 10/22/09 5:00 PM	1 day?	145	
147	Sync Data from Source to Target Frames	Fri 10/23/09 8:00 AM	Fri 10/30/09 5:00 PM	6 days	146	EMC[150%]
148	MS12 - Initial DASD Synchronization Complete	Fri 10/30/09 5:00 PM	Fri 10/30/09 5:00 PM	0 days	147FF	
149						
150	**Resynchronization After Testing Event**	**Mon 11/23/09 8:00 AM**	**Fri 12/4/09 5:00 PM**	**8 days**		
151	write disable R2 vols	Mon 11/23/09 8:00 AM	Mon 11/23/09 5:00 PM	8 hrs	160	EMC
152	MS14 - Post-Test SAN Replication reestablished	Mon 11/23/09 5:00 PM	Mon 11/23/09 5:00 PM	0 hrs	151	EMC
153	resync Target Frame	Tue 11/24/09 8:00 AM	Fri 12/4/09 5:00 PM	7 days	152	EMC
154	MS16 - DASD Ready for Production Cut-over	Fri 12/4/09 5:00 PM	Fri 12/4/09 5:00 PM	0 days	153	EMC
155						
156	**DMP001 - Application Testing**	**Mon 11/2/09 8:00 AM**	**Fri 11/20/09 5:00 PM**	**15 days**		
157	**Test Execution**	**Mon 11/2/09 8:00 AM**	**Fri 11/20/09 5:00 PM**	**15 days**		
158	Run Test Scripts	Mon 11/2/09 8:00 AM	Fri 11/13/09 5:00 PM	10 days	137,148	
159	Review Final Results	Mon 11/16/09 8:00 AM	Fri 11/20/09 5:00 PM	5 days	158,137,148	
160	MS15 - Application Testing Complete	Fri 11/20/09 5:00 PM	Fri 11/20/09 5:00 PM	0 days	159	
161						
162	**DCMP002 - Production Cut-Over**	**Mon 8/3/09 8:00 AM**	**Fri 12/18/09 2:00 PM**	**97.63 days**		
163	**Detailed Cut-over Planning**	**Mon 8/3/09 8:00 AM**	**Tue 10/27/09 5:00 PM**	**62 days**		
164	Customer Internal Communication Plan Complete	Mon 8/3/09 8:00 AM	Fri 8/28/09 5:00 PM	20 days		
165	Customer Customer/Vendor Communication Plan Complete	Mon 8/3/09 8:00 AM	Fri 8/28/09 5:00 PM	20 days		
166	Tape Ship Plan Complete	Mon 8/3/09 8:00 AM	Fri 8/28/09 5:00 PM	20 days		
167	Network and Internet Cut-Over Plan Complete	Wed 10/14/09 8:00 AM	Tue 10/20/09 5:00 PM	5 days	97	
168	Minute-By-Minute Cut-Over Plan Complete	Wed 10/21/09 8:00 AM	Tue 10/27/09 5:00 PM	5 days	164,165,167	
169	Project Team Communication Plan Complete	Wed 10/21/09 8:00 AM	Tue 10/27/09 5:00 PM	5 days	168FF	
170						
171	**Execute Cut-Over Plan**	**Fri 12/18/09 7:00 AM**	**Fri 12/18/09 2:00 PM**	**0.88 days**		
172	Conway Environment Quiesced	Fri 12/18/09 7:00 AM	Fri 12/18/09 8:00 AM	1 hr	182FF	
173	Production Systems Sut Down	Fri 12/18/09 8:00 AM	Fri 12/18/09 9:00 AM	1 hr	182	
174	Final Data Sync Complete	Fri 12/18/09 9:00 AM	Fri 12/18/09 10:30 AM	1.5 hrs	173	
175	Conway Environment Brought Up	Fri 12/18/09 10:30 AM	Fri 12/18/09 11:30 AM	1 hr	174	
176	Validation Checks in Conway Complete	Fri 12/18/09 11:30 AM	Fri 12/18/09 1:00 PM	1.5 hrs	175	
177	Network Swing Complete	Fri 12/18/09 1:00 PM	Fri 12/18/09 2:00 PM	1 hr	176	
178	MS17 - Conway In Production	Fri 12/18/09 2:00 PM	Fri 12/18/09 2:00 PM	0 days	177	
179						
180	MS13 - Seed Application Environment Ready	Fri 10/30/09 5:00 PM	Fri 10/30/09 5:00 PM	0 days	99.73,69,140	
181	MS16 - Mock Migration Execution Start Date - 6 Hr Production Outage	Fri 12/11/09 8:00 AM	Fri 12/11/09 8:00 AM	0 days		
182	MS17 - Production Cut-Over Execution Start Date - 6 Hr Production Outa	Fri 12/18/09 8:00 AM	Fri 12/18/09 8:00 AM	0 days		
183						
184						
185	**DCM Post-Migration Phase - Project Close-Out**	**Fri 12/18/09 2:00 PM**	**Fri 1/15/10 11:00 AM**	**17.75 days**	**19**	
186	**Generate Final Project Documentation to Report Project and Produc**	**Fri 12/18/09 2:00 PM**	**Thu 12/31/09 9:00 AM**	**7.5 days**		
187	Produce Final Scope Documentation	Fri 12/18/09 2:00 PM	Wed 12/23/09 2:00 PM	24 hrs		ACX - Project Manager

Sample Migration Plan: Attachment 1-1 to Exhibit 1

ID	Task Name	Start	Finish	Duration	Predecessors	Resource Names
188	Produce the Final Schedule Documentation	Fri 12/18/09 2:00 PM	Mon 12/21/09 9:00 AM	4 hrs		ACX - Project Manager
189	Produce Final Quality Documentation	Mon 12/21/09 9:00 AM	Tue 12/29/09 9:00 AM	5 days	188	ACX - Project Manager
190	Produce Final Risk Documentation	Tue 12/29/09 9:00 AM	Thu 12/31/09 9:00 AM	2 days	189	ACX - Project Manager
191	**Identify Participants for Lessons Learned**	**Thu 12/31/09 9:00 AM**	**Thu 1/14/10 11:00 AM**	**9.25 days**	**186**	
192	Invite Participants	Thu 12/31/09 9:00 AM	Thu 12/31/09 2:00 PM	4 hrs	190	ACX - Project Manager
193	Obtain Definitive List of Resources attending	Thu 12/31/09 2:00 PM	Mon 1/4/10 9:00 AM	4 hrs	192	ACX - Project Manager
194	**Distribute Closing and Lessons Learned Questionnaire to Proje**	**Tue 1/12/10 2:00 PM**	**Thu 1/14/10 11:00 AM**	**1.75 days**		
195	Facilitate Lesson Learned Session	Tue 1/12/10 2:00 PM	Tue 1/12/10 2:00 PM	0 hrs	192FS+7 days	ACX - Project Manager
196	Consolidate Questionnaire Responses into a Lessons Learned	Tue 1/12/10 2:00 PM	Wed 1/13/10 2:00 PM	8 hrs	195	ACX - Project Manager
197	Document Successes	Wed 1/13/10 2:00 PM	Thu 1/14/10 9:00 AM	4 hrs	196	ACX - Project Manager
198	Document Opportunities for Improvement	Thu 1/14/10 9:00 AM	Thu 1/14/10 11:00 AM	2 hrs	197	ACX - Project Manager
199	Communicate Results to Project Stakeholders	Thu 1/14/10 11:00 AM	Thu 1/14/10 11:00 AM	0 hrs	198	ACX - Project Manager
200	**Turnover**	**Thu 1/14/10 11:00 AM**	**Fri 1/15/10 11:00 AM**	**1 day**	**191**	
201	Evaluate Status of Outstanding Defects and Project Team Support	Thu 1/14/10 11:00 AM	Thu 1/14/10 4:00 PM	4 hrs		ACX - Project Manager
202	Evaluate Outstanding Defects	Thu 1/14/10 4:00 PM	Thu 1/14/10 5:00 PM	1 hr	201	ACX - Project Manager
203	Correct and Implement Outstanding Defects	Fri 1/15/10 8:00 AM	Fri 1/15/10 10:00 AM	2 hrs	202	ACX - Project Manager
204	Evaluate Future Opportunities	Fri 1/15/10 10:00 AM	Fri 1/15/10 11:00 AM	1 hr	203	ACX - Project Manager
205	**Conduct Turnover Session**	**Fri 1/15/10 11:00 AM**	**Fri 1/15/10 11:00 AM**	**0 days**	**200**	
206	Turnover Test Results	Fri 1/15/10 11:00 AM	Fri 1/15/10 11:00 AM	0 hrs	204	ACX - Project Manager
207	Turnover Status of Outstanding Defects	Fri 1/15/10 11:00 AM	Fri 1/15/10 11:00 AM	0 hrs	206	ACX - Project Manager
208	Identify Location of Archived Project Documentation	Fri 1/15/10 11:00 AM	Fri 1/15/10 11:00 AM	0 hrs	207	ACX - Project Manager

EXHIBIT 2

SCHEDULE OF COMPENSATION

ACXIOM
WE MAKE INFORMATION INTELLIGENT™

Exhibit 2

City of Chicago
Mainframe Outsourcing, Managed Hosting, and Enterprise Computer Print Services

Schedule of Compensation

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Monthly Charges

The monthly charges are detailed in Attachment 1 to Exhibit 2 Schedule of Compensation incorporated herein by reference (the "Monthly Charges"), and shall be payable in advance on the first of each calendar month for the term of the Agreement, beginning on the Effective Date.

The Monthly Charge shall include the following resources:

A. Hardware

As detailed in Schedule 1 Hardware and Software

B. Software

As detailed in Schedule 1 Hardware and Software

C. Technical and Operations Support:

Acxiom will house and provide all primary support for the environment from Acxiom's data center facility. The facility will be staffed on a 24 x 7 x 365 basis and is designed with the requisite security and environmental controls, all as further described in Exhibit 1 Statement of W. All Services or processing delivered pursuant to this Agreement may be performed, in whole or in part, by employees of Acxiom or its subsidiaries ("**Acxiom Employee**") from any Acxiom or Acxiom subsidiary location. In connection with the performance of such Services, Acxiom Employees may (i) access computing devices used by Acxiom to perform support functions for regular network and systems operations; (ii) perform development services; (iii) provide processing support and after hours processing fulfillment functions; and (iv) provide account support. If an Acxiom Employee requires access to any customer or consumer data stored or maintained by Acxiom on behalf of City of Chicago, such access shall be permitted to the extent required to perform the Services or processing assigned to such employees and all such data shall remain housed at Acxiom or the Acxiom subsidiary facility located within the United States of America unless otherwise expressly provided in an SOW. Acxiom will require all Acxiom Employees to comply with the terms of this Agreement, including any confidentiality and information security requirements set forth herein or within an SOW. Any act or omission of an Acxiom Employee shall be deemed to be the act or omission of Acxiom, for which Acxiom will be liable in accordance with the terms of the Agreement.

D. One-time Credit for Local Government Agency New Services

Acxiom will issue a one-time credit to City of Chicago's monthly invoice in an amount equal to five percent (5%) of the total purchase order value for new Services from a Local Government Agency, as defined in the Master Service Agreement, Section 10.11 – Participation by Other Local Government Agencies, for a purchase order that meets either of the following requirements: (1) annual revenue to Acxiom exceeding $250,000.00 and the

length of the term must exceed thirty-six (36) months, or (2) have a minimum total purchase order value of $1,000,00.00 annual revenue to Acxiom and a term of twenty-four (24) months or more, provided however, City of Chicago shall only receive one credit per Local Government Agency regardless of the number of purchase orders executed between Acxiom and such Local Government Agency.. The five percent (5%) one-time credit will be applied to City of Chicago's invoice following Acxiom's receipt of the first month of billing under the Local Government Agency purchase order. Notwithstanding the foregoing or anything to contrary in the Agreement:(1) in no event shall the one-time credit exceed $100,000.00 unless a higher amount is approved by Acxiom in Acxiom's sole discretion; (2) in no event shall the one-time credit exceed the then current Monthly Charges; and (3) in the event the Local Government Agency purchase order is terminated early for any reason, City of Chicago shall pay to Acxiom an applicable prorated amount of the five percent (5%) credit.

Other Fees

A. Intentionally Omitted .

B. Pass Through Expenses.

All pass through expenses shall be passed through to City of Chicago at Acxiom's cost plus a 10% administrative fee. As of the Effective Date the pass through expenses consist of the following. The parties may mutually agree to add other pass through expenses.

- GBC binding machine maintenance
- Two high speed Xerox printer maintenance
- AS400 DR for Comptroller's Office

C. Variable Usage.

Usage for resources beyond those included in the Monthly Charges are detailed in Attachment 1 to Exhibit 2 Schedule of Compensation .

D. Address Hygiene

City of Chicago will provide Acxiom with a daily file feed of 500 to 1000 records in the mutually agreed upon input layout.

Acxiom will then:

1. Send the file through a parsing and line ID process that will identify the individual components of the name and address. Each record could contain up to three addresses. Acxiom will burst these into separate records and process each address through step two below.
2. Run Address standardization using Acxiom's proprietary address hygiene products Address Ability. This step will standardize the address components according the USPS guidelines.

3. Combine the records back into one single record for each individual. That file will be output and include the source data and the standardized data for each address on the record. The file will be output in a mutually agreed upon output layout via Acxiom's secure ftp site.

CofC will then retrieve the output file for further processing.

Note: While the proposed solution will provide the City of Chicago with functionality equal to or slightly better than the current address hygiene process, due to CoC's output layout restrictions a measurable amount of value will not be gained. Additional value can be gained by working jointly to extract the full value from the Address Hygiene Solution at additional cost to City of Chicago.

Ongoing Monthly Fees: $1,440 additional monthly fees
Includes: up to 400,000 records annually.
Additional records $1.80/m.

City can terminate without cause upon at least forty-five (45) days' prior written notice, provided however, that in such event, City will pay to Acxiom an early termination fee of $6,600 ("Termination Fee").

Acquired Assets

No City of Chicago assets being purchased by Acxiom at this time.

Minimum Charge

The minimum Monthly Charge ("Minimum Monthly Charge") shall be equal to seventy-five (75) percent (%) of the Total Monthly Charges for each billing line item as defined in Attachment 1 to Exhibit 2 Schedule of Compensation and shall be effective on the Effective Date.

Mainframe Minimum Charge

The mainframe minimum monthly fee ("Mainframe Minimum Charge") tab in the Attachment 1 to Exhibit 2 Schedule of Compensation document shall be equal to 75% of the monthly fee up until the 25th month at which time the Mainframe Minimum Charge for those services are reduced to 25% of the billing line item as defined in Attachment 1 to Exhibit 2 for the remainder of the term.

Early Termination Fees

In the event City of Chicago terminates the Agreement as specified in the Agreement for convenience, City of Chicago shall pay the termination fees detailed in Attachment 1 to Exhibit 2 Schedule of Compensation (the "Termination Fees"). Termination Fees are subject to change based on due diligence and scope modifications.

Transfer Assistance Services

The Monthly Charges set forth in Attachment 1 to this Schedule 10.1 do not include the charges for Transfer Assistance Services. City of Chicago agrees to pay Acxiom for Transfer Assistance Services, as requested by City of Chicago in writing, based upon Acxiom's then-current standard hourly rates. Any associated travel, expenses, installation, de-installation, or other charges incurred by Acxiom as a result of such transition of the Services, will be reimbursed at Acxiom's cost plus a ten percent (10%) administrative fee. In all instances City of Chicago's prior written approval is required. All modifications will be made through the Change Management Procedures.

ARC/RRC

City of Chicago may add additional resources through ARC's" (Additional Resource Charges) or remove resources through "RRC's" (Reduced Resource Charges) units from each service defined in Acxiom ARC-RRC tab in the Attachment 1 to Exhibit 2 Schedule of Compensation document until the quantities have increased or decreased 15% from the original quantities. Once the units have exceeded 15% change up or down, Acxiom reserves the right to reprice that given unit and the pricing will be agreed to by the parties and amended through the Change Management Procedures. City of Chicago can not completely RRC out a service area unless otherwise specified.

CPU Processing Charge ARC/RRC rates do not apply until City of Chicago has moved to the shared mainframe environment.

Utility Offerings may be limited to certain Acxiom Datacenters.

Print Labor Monthly RRC Charge – the City of Chicago may exercise the print RRC below by providing Acxiom with ninety (90) days advance written notice.

Each shift will have at least one individual available to perform the required tasks. Any adjustment in the shifts will be mutually agreed upon by the parties.

The print RRC rate is limited to 1 resource only. Any desire to reduce resource levels below 4 resources will be mutually agreed upon by the parties.

	YR1	YR2	YR3	YR4	YR5
Print Labor Monthly RRC Charge	$ 8,500	$ 8,755	$ 9,018	$ 9,288	$ 9,567

COLA

COLA will not be applied to the Fees for years one (1) through five (5), provided however, COLA will be applied to all Fees (except for pass through expenses) for any extension options as described in the Master Agreement Section 4.3. COLA will be calculated as follows:

Commencing on the sixth anniversary of the Effective Date and each such anniversary thereafter, City agrees to pay Contractor COLA with respect to Fees under this Agreement. Using the Consumer Price Index for All Urban Consumers - Other Goods and Services (the "CPI-U") as published by the U.S. Department of Labor, Bureau of Labor Statistics, the Parties agree to an annual price increase equal to the CPI-U inflation rate, calculated as follows:

- Actual Inflation = the CPI-U for the third full calendar month preceding the date on which the COLA adjustment is to be made ("the Current COLA Month").
- Base Year Index = the CPI-U for the calendar month that is twelve months before the Current COLA Month.
- COLA = the percentage adjustment to be made to the then current Charges, calculated as: (Actual Inflation – Base Year Index) / Base Year Index.

Taxes

All applicable taxes will apply.

Monthly Billing

Monthly billing is Net 30

Late Interest

The City of Chicago is not subject to any late interest.

Special Provisions

Mainframe

Year 2-5 Mainframe Monthly Charge Conditions

In order for City of Chicago to receive the Mainframe Monthly Charge as described in Attachment 1 to this Exhibit 2 beginning in year 2 and continuing through year 5 of the Agreement for 18 MIPS of mainframe capacity in a shared mainframe environment, each and every one of the following conditions must be performed by City of Chicago (collectively "Year 2-5 Mainframe Monthly Charge Conditions"). If all of the Year 2-5 CPU Mainframe Monthly Charge Conditions are not performed by City of Chicago then the Mainframe Monthly Charge will be determined as described below in Note 1.

- City of Chicago shall provide Acxiom with a minimum of six months advance written notice prior to migrating City of Chicago's mainframe workload to a shared mainframe environment.
- City of Chicago shall decommission DB2 Applications and DB2 software from the mainframe.
    - IBM DB2 v3
    - IBM QMF v3
- City of Chicago shall allow Acxiom to maintain all required systems software in City of Chicago's mainframe environment at current and supported levels for participation in the Acxiom sysplex and integration into the shared environment and if Acxiom is not allowed to do so then City of Chicago shall pay additional charges.
- City of Chicago's ACF/2 environment shall be integrated into the ACF/2 security environment in the target LPAR.
    - City of Chicago shall allow Acxiom to provide ACF/2 security administration for all system resources and system and Acxiom user IDs.
- City of Chicago shall decommission the 3475-170, Channel Extenders and associated IBM NCP and IBM SSP connectivity solution.
- City of Chicago shall allow Acxiom to remove the software specified in Schedule 1 Hardware and Software as not included in the shared environment.
- For those products where City of Chicago has license and financial responsibility for the ongoing maintenance, as described in Schedule 1 Hardware and Software, when the City of Chicago's workload is moved from the dedicated mainframe to a shared mainframe environment, City of Chicago shall negotiate the transfer of such licenses to the new shared environment and shall pay any additional maintenance or license fees.

- City of Chicago shall promptly provide a single point of contact to the Acxiom project manager for the migration to the shared environment
- City of Chicago shall promptly deliver or oversee the delivery by City of Chicago representatives those project deliverables not provided by Acxiom.
- City of Chicago shall promptly provide the required assistance in merging City of Chicago users and resources into the shared ACF2 security framework in the shared mainframe environment.
- City of Chicago shall promptly work with Acxiom to resolve any data set or tape volume name conflicts that will arise in the integration of City of Chicago's workload into the shared mainframe environment
- City of Chicago shall promptly make available to Acxiom the information technology and business user resources necessary to participate in planning, testing and executing any infrastructure and service changes required.
- City of Chicago shall accommodate service outage windows necessary for the implementation of any required changes. For the integration of City of Chicago's workload into the shared mainframe environment, Acxiom does not anticipate that any one change will require an outage of more than four hours and the date and time of these outages windows will be negotiated with City of Chicago to minimize business impact.
- City of Chicago shall adhere to Acxiom standard outage windows in the shared mainframe environment.

General Mainframe Pricing Provisions

- Note 1: If City of Chicago (1) continues to require the year 1 initial baselines as described in Attachment 1 to this Exhibit 2 after the first twelve months of the term of the Agreement or (2) fails to perform all of the year 2-5 monthly CPU Processing Charge conditions listed above then , the year 1 initial baselines as further described in Attachment 1 to this Exhibit 2 will remain in place and City of Chicago shall pay to Acxiom the year 1 monthly amounts until such time as the baselines decrease to the new levels and the workload has been migrated to the shared mainframe environment.
    - If the shared mainframe environment baselines for CPU, DASD or tape volumes need to be increased or decreased, then City of Chicago shall pay the Additional Resource Charges (ARC) Reduced Resource Charges (RRC) as further described in Attachment 1 to this Exhibit 2.

- Note 2: City of Chicago shall pay to Acxiom any and all additional costs incurred by Acxiom as a result of City of Chicago's decision to remain on back-level software.

Managed Hosting Services

City of Chicago will provide all servers assets with maintenance
City of Chicago will provide all backup assets with maintenance

Summary Fees

Category of Services	Year 1	Year 2	Year 3	Year 4	Year 5	Total Contract
Base Annual Charges						
Mainframe	3,274,594	1,333,289	1,373,287	1,414,487	1,456,921	8,852,579
Managed Hosting - Service Charges	357,635	368,365	379,417	390,800	402,523	1,898,739
Print Services	605,928	624,106	642,829	662,114	681,977	3,216,954
Address Hygiene	17,280	17,280	17,280	17,280	17,280	86,400
Total Base Charges	**4,255,437**	**2,343,040**	**2,412,813**	**2,484,681**	**2,558,702**	**14,054,672**

Category of Services	Year 1	Year 2	Year 3	Year 4	Year 5	Year 5
Additional Vendor Limit Request						
Projected server management above baselines	153,057	153,057	153,057	153,057	153,057	765,283
Projected network device management above baselines	7,529	7,529	7,529	7,529	7,529	37,645
Projected data storage above baselines	16,880	16,880	16,880	16,880	16,880	84,400
Projected data protection backups above baselines	47,511	47,511	47,511	47,511	47,511	237,555
Projected as400 DR pass through expense	19,272	19,272	19,272	19,272	19,272	96,360
Projected Xerox printer maintenance pass through expense	79,200	79,200	79,200	79,200	79,200	396,000
Projected GBC binder maintenance pass through expense	1,096	1,096	1,096	1,096	1,096	5,478
Total Additional Vendor Limit Request	**324,544**	**324,544**	**324,544**	**324,544**	**324,544**	**1,622,721**

Total Contract Vendor Limit	**15,677,393**

Monthly Charges

Description	Year 1	Year 2	Year 3	Year 4	Year 5
Mainframe					
CPU Processing Charge	180,428	71,342	73,482	75,687	77,957
DASD (In Gigabytes vs Terabytes to provide additional granularity)	6,232	321	331	341	351
Tape 3490 (Real or Virtual)	16,878	4,396	4,528	4,664	4,804
Tape T10000	416	48	50	51	53
Telecommunications (Network LAN Solution)	3,022	3,113	3,206	3,302	3,401
T1	795	2,456	2,530	2,605	2,684
T1 (Sungard - Chicago)	1,503	1,548	1,595	1,643	1,692
DS3	7,676	7,906	8,143	8,387	8,639
Cisco 3925	864	889	916	944	972
Cisco 2911	238	245	252	260	267
Disaster Recovery	18,404	5,024	5,175	5,330	5,490
Other (Account Management, Service Desk, Network Security)	36,428	13,818	14,233	14,660	15,100
Managed Hosting - Service Charges					
Database Management, Maintenance, Standard Tools	3,798	3,912	4,029	4,150	4,275
Operation System Maintenance, Standard Tools	8,874	9,140	9,414	9,697	9,988
Intrusion prevention Services	-	-	-	-	-
Storage, Recovery, Load Balancer, Offsite Storage Management, Network	14,334	14,765	15,208	15,664	16,134
Other (Transition, Account Management)	2,797	2,880	2,967	3,056	3,147
Print Services					
Print Center Staff (Coverage Midnight to 6 PM Monday - Friday)	47,496	48,921	50,389	51,900	53,457
Print Center Supplies / Materials (8 1/2 X 11 plain white 3 hole paper)	2,998	3,088	3,181	3,276	3,374
Address Hygiene					
Address Standardization	1,440	1,440	1,440	1,440	1,440
Total Monthly Charges	**354,620**	**195,253**	**201,068**	**207,057**	**213,225**

Acxiom ARC/RRC Pricing			
Product Number	Product Category	Pricing Driver	QTY
MSS 001-00043	Business Critical	Physical Server	0
MSS-001-00044	Business Standard	Physical Server	0
MSS-001-00045	Business Economy	Physical Server	0
	x86 2p x 4c x 8GB, SAN, Net.		
MSS-001-00040	Business Critical	Physical Server	0
MSS-001-00041	Business Standard	Physical Server	0
MSS-001-00042	Business Economy	Physical Server	0
	x86 4p x 4c x 8GB, SAN, Net.		
MSS-001-00046	Business Critical	Physical Server	0
MSS-001-00047	Business Standard	Physical Server	0
MSS-001-00048	Business Economy	Physical Server	0
	Utility Server Service (USS) - Dedicated VM Host		
	x86 2p x 4c x 96GB, SAN		
MSS-001-00077	Vmware ESX 4.0 Enterprise Plus - Business Critical (2 server minimum)	Physical Server	0
MSS-001-00078	Vmware ESX 4.0 Standard - Business Standard	Physical Server	0
	Utility Server Service (USS) - Add-Ons		
	x86 Virtual Image Upgrades		
	Memory Upgrades		
MSS-001-00055	x86 4GB Memory Upgrade	4GB Upgrades	0
MSS-001-00056	x86 8GB Memory Upgrade	8GB Upgrades	0
	Utility Data Storage (UDS)		
MSS-002-00001	Disk Storage - Business Critical	Usable GB	0
MSS-002-00002	Disk Storage - Business Performance	Usable GB	0
MSS-002-00003	Disk Storage - Business Standard	Usable GB	1200
MSS-002-00004	Disk Storage - Business Economy	Usable GB	0
MSS-002-00005	SAN Connectivity - Advanced	Port Pair	0
MSS-002-00006	SAN Connectivity - Basic	Port Pair	7
MSS-002-00011	SAN Connectivity - Blade - Advanced	Port Pair	0
MSS-002-00012	SAN Connectivity - Blade - Basic	Port Pair	0
	Utility Data Protection (UDP)		
MSS-003-00001	Infrastructure Throughput - Data Center Frontend	Peak Usable GB	0
MSS-003-00002	Disk Capacity - Data Center Backend	Peak Usable GB	0
MSS-003-00003	Tape Throughput - Data Center Backend	Peak Usable GB	0
MSS-003-00006	Connectivity - Advanced (SAN)	Logical Server	0
MSS-003-00007	Connectivity - Basic (Network)	Logical Server	17
MSS-003-00008	Connectivity - Basic (Network Unix VM)	Logical Server	0
	Managed Server Service (MSS) - Windows		
	Managed (Labor & Tools)		
MSS-005-00001	Physical Server - Business Critical	Physical Server	0
MSS-005-00004	Logical Server - Business Critical	Logical Server	0
MSS-005-00002	Physical Server - Business Standard	Physical Server	1
MSS-005-00003	Logical Server - Business Standard	Logical Server	2
MSS-005-00005	Physical Server - Business Economy	Physical Server	0
MSS-005-00006	Logical Server - Business Economy	Logical Server	0
	Managed Server Service (MSS) - Linux/Unix		
	Managed (Labor & Tools)		
MSS-005-00007	Physical Server - Business Critical	Physical Server	2
MSS-005-00011	Logical Server - Business Critical	Logical Server	0
MSS-005-00010	Physical Server - Business Standard	Physical Server	8
MSS-005-00009	Logical Server - Business Standard	Logical Server	4
MSS-005-00008	Physical Server - Business Economy	Physical Server	0
MSS-005-00012	Logical Server - Business Economy	Logical Server	0

Acxiom ARC/RRC Pricing

Product Number	Product Category	Pricing Driver	QTY
	Managed Database (MDB)		
MSS-008-00001	MSSQL - RDBMS	RDBMS	0
MSS-008-00002	Business Critical	DB	0
MSS-008-00003	Business Standard	DB	0
MSS-008-00004	Business Economy	DB	0
MSS-008-00009	Oracle - RDBMS	RDBMS	0
MSS-008-00010	Business Critical	DB	0
MSS-008-00011	Business Standard	DB	0
MSS-008-00012	Business Economy	DB	0
Facilities			
	Racks		
MSS-999-00001	Standard Server Rack	Rack	0
MSS-999-00002	High Density Server Rack	Rack	0
MSS-999-00003	HP Blade Server Rack	Rack	0
MSS-999-00005	Telco Rack	Rack	0
Network Product Category			
	Managed Network Services (MNS)		
	NPC		
MSA-025-00001	Managed Router - Simple	Per Device	0
MSA-025-00002	Managed Router - Standard	Per Device	0
MSA-025-00003	Managed Router - Complex	Per Device	0
MSA-025-00004	Managed Layer 2 Switch - Simple	Per Device	2
MSA-025-00005	Managed Layer 2 Switch - Standard	Per Device	0
MSA-025-00006	Managed Layer 2 Switch - Complex	Per Device	0
MSA-025-00007	Managed Layer 3 Switch - Simple	Per Device	2
MSA-025-00008	Managed Layer 3 Switch - Standard	Per Device	0
MSA-025-00009	Managed Layer 3 Switch - Complex	Per Device	0
	Load Balancing		0
MSA-025-00010	Managed Load Balancer - Simple	Per Device	2
MSA-025-00011	Managed Load Balancer - Complex	Per Device	0
	Bandwidth - Backbone and Internet		0
MSA-010-00001	WHEC (turnkey Internet connectivity, tiered pricing based on BW)	Per Mb Bandwidth	30
MSA-010-00002	Inter-Acxiom Datacenter Connectivity	Per Mb Bandwidth	0
Security Product Category			
	Utility Security & Compliance (USC)		
	Managed Security & Compliance (MSC)		
MSA-023-00005	Firewall - Simple	Per Device	2
MSA-023-00005	Firewall Rule Change	Per Request	10
Cross Functional Product Category			
CFS-001-00100	Service Desk	Per Ticket	0
CFS-002-00101	Incident Management	Per Ticket	0

* CPU Processing Charge ARC/RRC rates do not apply until City of Chicago has moved to the shared environment
** See Detailed Base Charges Baselines for annual baselines

The City of Chicago

Acxiom Corporation Confidential

Effective on Contract Commencement Date

ARC/RRC Table

Acxiom ARC/RRC Pricing

Product Number	Product Category	Pricing Driver	YEAR 1 Deinstall - Reinstall	YEAR 1 ARC/RRC Above Baseline	YEAR 1 RRC Below Baseline	YEAR 2 Deinstall - Reinstall	YEAR 2 ARC/RRC Above Baseline	YEAR 2 RRC Below Baseline	YEAR 3 Deinstall - Reinstall	YEAR 3 ARC/RRC Above Baseline	YEAR 3 RRC Below Baseline	YEAR 4 Deinstall - Reinstall	YEAR 4 ARC/RRC Above Baseline	YEAR 4 RRC Below Baseline	YEAR 5 Deinstall - Reinstall	YEAR 5 ARC/RRC Above Baseline	YEAR 5 RRC Below Baseline
Mainframe Product Category																	
	*Mainframe Production																
MFS-001-00100	*MF CPU MIPS	Per MIPS		$ 1,754	$ 1,754		$ 1,807	$ 1,807		$ 1,861	$ 1,861		$ 1,917	$ 1,917		$ 1,974	$ 1,974
MFS-001-00300	MF DASD GB's	Per GB		$ 6.15	$ 6.15		$ 6.33	$ 6.33		$ 6.52	$ 6.52		$ 6.72	$ 6.72		$ 6.92	$ 6.92
MFS-001-00400	3490 Tape (Real or Virtual)	Per Cart		$ 0.21	$ 0.21		$ 0.22	$ 0.22		$ 0.22	$ 0.22		$ 0.23	$ 0.23		$ 0.24	$ 0.24
	T10000 Tape	Per Cart		$ 5.25	$ 5.25		$ 5.41	$ 5.41		$ 5.57	$ 5.57		$ 5.74	$ 5.74		$ 5.91	$ 5.91
	*Mainframe Disaster Recovery																
MFS-009-00100	*MF CPU MIPS	Per MIPS		$ 153	$ 153		$ 157.98	$ 157.98		$ 162.72	$ 162.72		$ 167.60	$ 167.60		$ 172.63	$ 172.63
Managed Server Services Product Category																	
	Utility Server Service (USS) - Windows Servers																
	x88 Dedicated VM Guest Support (Requires Dedicated VM Host Capacity)																
MSS-001-00079	Business Standard	Logical Server	$ 843	$ 328	$ 254	$ 868.76	$ 317.50	$ 261.34	$ 894.82	$ 347.85	$ 269.18	$ 921.66	$ 358.06	$ 277.25	$ 949.31	$ 388.80	$ 285.57
MSS-001-00080	Business Economy	Logical Server	$ 562	$ 292	$ 226	$ 579.17	$ 301.15	$ 233.19	$ 596.55	$ 310.19	$ 240.19	$ 614.44	$ 319.49	$ 247.39	$ 632.88	$ 329.08	$ 254.82
	x88 1p x 4c x 4GB																
MSS-001-00007	Business Critical	Physical Server	$ 1,406	$ 599	$ 461	$ 1,447.93	$ 616.81	$ 477.61	$ 1,491.36	$ 635.32	$ 491.94	$ 1,536.11	$ 654.37	$ 506.70	$ 1,582.19	$ 674.01	$ 521.90
MSS-001-00008	Business Standard	Physical Server	$ 843	$ 544	$ 421	$ 868.78	$ 560.39	$ 433.97	$ 894.82	$ 577.20	$ 446.94	$ 921.66	$ 594.52	$ 460.35	$ 949.31	$ 612.35	$ 474.16
MSS-001-00009	Business Economy	Physical Server	$ 562	$ 510	$ 395	$ 579.17	$ 525.77	$ 407.12	$ 596.55	$ 541.54	$ 419.33	$ 614.44	$ 557.79	$ 431.91	$ 632.88	$ 574.52	$ 444.87
	x86 1p x 4c x 4GB, SAN, Net.																
MSS-001-00004	Business Critical	Physical Server	$ 1,406	$ 675	$ 523	$ 1,447.93	$ 695.21	$ 538.32	$ 1,491.36	$ 716.06	$ 554.47	$ 1,536.11	$ 737.54	$ 571.10	$ 1,582.19	$ 759.67	$ 588.23
MSS-001-00005	Business Standard	Physical Server	$ 843	$ 620	$ 480	$ 868.76	$ 638.78	$ 494.83	$ 894.82	$ 657.95	$ 509.67	$ 921.66	$ 677.69	$ 524.75	$ 949.31	$ 698.02	$ 540.49
MSS-001-00006	Business Economy	Physical Server	$ 562	$ 587	$ 454	$ 579.17	$ 604.17	$ 467.82	$ 596.55	$ 622.29	$ 481.86	$ 614.44	$ 640.96	$ 496.31	$ 632.88	$ 660.19	$ 511.20
	x86 2p x 4c x 8GB																
MSS-001-00013	Business Critical	Physical Server	$ 1,406	$ 625	$ 484	$ 1,447.93	$ 643.32	$ 498.14	$ 1,491.36	$ 662.62	$ 513.09	$ 1,536.11	$ 682.50	$ 528.48	$ 1,582.19	$ 702.98	$ 544.34
MSS-001-00014	Business Standard	Physical Server	$ 843	$ 520	$ 441	$ 868.76	$ 535.60	$ 454.45	$ 894.82	$ 551.67	$ 468.09	$ 921.66	$ 567.64	$ 482.13	$ 949.31	$ 584.32	$ 496.60
MSS-001-00015	Business Economy	Physical Server	$ 562	$ 536	$ 415	$ 579.17	$ 552.29	$ 427.65	$ 596.55	$ 568.85	$ 440.48	$ 614.44	$ 585.97	$ 453.69	$ 632.88	$ 603.50	$ 467.30
	x86 2p x 4c x 8GB, SAN, Net.																
MSS-001-00016	Business Critical	Physical Server	$ 1,406	$ 705	$ 546	$ 1,447.93	$ 726.31	$ 562.40	$ 1,491.36	$ 748.10	$ 579.27	$ 1,536.11	$ 770.54	$ 596.65	$ 1,582.19	$ 793.65	$ 614.55
MSS-001-00017	Business Standard	Physical Server	$ 843	$ 650	$ 504	$ 868.76	$ 669.68	$ 518.71	$ 894.82	$ 689.98	$ 534.27	$ 921.66	$ 710.68	$ 550.30	$ 949.31	$ 732.00	$ 566.81
MSS-001-00018	Business Economy	Physical Server	$ 562	$ 617	$ 478	$ 579.17	$ 635.27	$ 491.90	$ 596.55	$ 654.32	$ 506.66	$ 614.44	$ 673.95	$ 521.86	$ 632.88	$ 694.17	$ 537.52
	x86 4p x 4c x 8GB, SAN, Net.																
MSS-001-00019	Business Critical	Physical Server	$ 1,406	$ 1,092	$ 845	$ 1,447.93	$ 1,124.64	$ 870.84	$ 1,491.36	$ 1,158.38	$ 896.97	$ 1,536.11	$ 1,193.13	$ 923.87	$ 1,582.19	$ 1,228.92	$ 951.59
MSS-001-00020	Business Standard	Physical Server	$ 843	$ 1,037	$ 803	$ 868.76	$ 1,068.22	$ 827.15	$ 894.82	$ 1,100.26	$ 851.97	$ 921.66	$ 1,133.77	$ 877.52	$ 949.31	$ 1,167.27	$ 903.85
MSS-001-00021	Business Economy	Physical Server	$ 562	$ 1,003	$ 777	$ 579.17	$ 1,033.60	$ 800.35	$ 596.55	$ 1,064.61	$ 824.36	$ 614.44	$ 1,096.55	$ 849.09	$ 632.88	$ 1,129.44	$ 874.56
	Utility Server Service (USS) - Linux/Unix Servers																
	x86 Dedicated VM Guest Support (Requires Dedicated VM Host Capacity)																
MSS-001-00081	Business Standard	Logical Server	$ 843	$ 420	$ 325	$ 868.76	$ 432.92	$ 335.22	$ 894.82	$ 445.90	$ 345.28	$ 921.66	$ 459.28	$ 355.63	$ 949.31	$ 473.06	$ 366.30
MSS-001-00082	Business Economy	Logical Server	$ 562	$ 321	$ 248	$ 579.17	$ 330.43	$ 255.86	$ 596.55	$ 340.35	$ 263.54	$ 614.44	$ 350.56	$ 271.45	$ 632.88	$ 361.07	$ 279.59
	x86 1p x 4c x 4GB																
MSS-001-00031	Business Critical	Physical Server	$ 1,406	$ 917	$ 710	$ 1,447.93	$ 944.06	$ 731.01	$ 1,491.36	$ 972.38	$ 752.94	$ 1,536.11	$ 1,001.55	$ 775.53	$ 1,582.19	$ 1,031.60	$ 798.80
MSS-001-00032	Business Standard	Physical Server	$ 843	$ 632	$ 490	$ 868.76	$ 651.26	$ 504.29	$ 894.82	$ 670.80	$ 519.42	$ 921.66	$ 690.92	$ 533.00	$ 949.31	$ 712.65	$ 551.05
MSS-001-00033	Business Economy	Physical Server	$ 562	$ 538	$ 416	$ 579.17	$ 553.66	$ 428.71	$ 596.55	$ 570.27	$ 441.57	$ 614.44	$ 587.38	$ 454.82	$ 632.88	$ 605.00	$ 468.47
	x86 1p x 4c x 4GB, SAN, Net.																
MSS-001-00034	Business Critical	Physical Server	$ 1,406	$ 993	$ 769	$ 1,447.93	$ 1,022.46	$ 791.72	$ 1,491.36	$ 1,053.13	$ 815.47	$ 1,536.11	$ 1,084.77	$ 839.93	$ 1,582.19	$ 1,117.27	$ 865.13
MSS-001-00035	Business Standard	Physical Server	$ 843	$ 708	$ 549	$ 868.76	$ 729.65	$ 564.99	$ 894.82	$ 751.54	$ 581.94	$ 921.66	$ 774.09	$ 599.40	$ 949.31	$ 797.31	$ 617.38
MSS-001-00036	Business Economy	Physical Server	$ 562	$ 614	$ 475	$ 579.17	$ 632.05	$ 489.42	$ 596.55	$ 651.01	$ 504.10	$ 614.44	$ 670.54	$ 519.22	$ 632.88	$ 690.66	$ 534.80
	x86 2p x 4c x 8GB																
MSS-001-00043	Business Critical	Physical Server	$ 1,406	$ 942	$ 730	$ 1,447.93	$ 969.58	$ 751.54	$ 1,491.36	$ 999.69	$ 774.09	$ 1,536.11	$ 1,029.68	$ 797.31	$ 1,582.19	$ 1,060.57	$ 821.23
MSS-001-00044	Business Standard	Physical Server	$ 843	$ 658	$ 510	$ 868.76	$ 677.77	$ 524.72	$ 894.82	$ 698.11	$ 540.56	$ 921.66	$ 719.05	$ 556.78	$ 949.31	$ 740.62	$ 573.48
MSS-001-00045	Business Economy	Physical Server	$ 562	$ 563	$ 436	$ 579.17	$ 580.17	$ 449.24	$ 596.55	$ 597.58	$ 462.72	$ 614.44	$ 615.50	$ 476.60	$ 632.88	$ 633.97	$ 490.90
	x86 2p x 4c x 8GB, SAN, Net.																
MSS-001-00040	Business Critical	Physical Server	$ 1,406	$ 1,023	$ 792	$ 1,447.93	$ 1,053.56	$ 815.60	$ 1,491.36	$ 1,085.16	$ 840.27	$ 1,536.11	$ 1,117.72	$ 865.48	$ 1,582.19	$ 1,151.25	$ 891.45
MSS-001-00041	Business Standard	Physical Server	$ 843	$ 739	$ 572	$ 868.76	$ 760.75	$ 589.07	$ 894.82	$ 783.58	$ 606.75	$ 921.66	$ 807.08	$ 624.95	$ 949.31	$ 831.30	$ 643.70
MSS-001-00042	Business Economy	Physical Server	$ 562	$ 644	$ 498	$ 579.17	$ 663.15	$ 513.50	$ 596.55	$ 683.05	$ 528.90	$ 614.44	$ 703.54	$ 544.77	$ 632.88	$ 724.65	$ 561.11
	x88 4p x 4c x 8GB, SAN, Net.																
MSS-001-00046	Business Critical	Physical Server	$ 1,406	$ 1,410	$ 1,091	$ 1,447.93	$ 1,451.69	$ 1,124.24	$ 1,491.36	$ 1,495.45	$ 1,157.97	$ 1,536.11	$ 1,540.31	$ 1,192.71	$ 1,582.19	$ 1,586.52	$ 1,228.49
MSS-001-00047	Business Standard	Physical Server	$ 843	$ 1,125	$ 871	$ 868.76	$ 1,159.09	$ 897.51	$ 894.82	$ 1,193.86	$ 924.44	$ 921.66	$ 1,229.68	$ 952.17	$ 949.31	$ 1,266.57	$ 980.74
MSS-001-00048	Business Economy	Physical Server	$ 562	$ 1,031	$ 798	$ 579.17	$ 1,061.49	$ 821.94	$ 596.55	$ 1,093.33	$ 846.60	$ 614.44	$ 1,126.13	$ 871.99	$ 632.88	$ 1,159.93	$ 898.15
	Utility Server Service (USS) - Dedicated VM Host																
	x86 2p x 4c x 96GB, SAN																
MSS-001-00077	Vmware ESX 4.0 Enterprise Plus - Business Critical (2 server minimum)	Physical Server	$ 1,406	$ 1,716	$ 1,328	$ 1,447.93	$ 1,767.01	$ 1,368.25	$ 1,491.36	$ 1,820.02	$ 1,409.29	$ 1,536.11	$ 1,874.62	$ 1,451.57	$ 1,582.19	$ 1,930.86	$ 1,495.12
MSS-001-00078	Vmware ESX 4.0 Standard - Business Standard	Physical Server	$ 843	$ 1,250	$ 991	$ 868.76	$ 1,318.88	$ 1,021.24	$ 894.82	$ 1,358.45	$ 1,051.88	$ 921.66	$ 1,399.20	$ 1,083.44	$ 949.31	$ 1,441.17	$ 1,115.94
	Utility Server Service (USS) - Add-Ons																
	x86 Virtual Image Upgrades																
	Memory Upgrades																

Acxiom ARC/RRC Pricing			YEAR 1			YEAR 2			YEAR 3			YEAR 4			YEAR 5		
Product Number	Product Category	Pricing Driver	Deinstall - Reinstall	ARC/RRC Above Baseline	RRC Below Baseline	Deinstall - Reinstall	ARC/RRC Above Baseline	RRC Below Baseline	Deinstall - Reinstall	ARC/RRC Above Baseline	RRC Below Baseline	Deinstall - Reinstall	ARC/RRC Above Baseline	RRC Below Baseline	Deinstall - Reinstall	ARC/RRC Above Baseline	RRC Below Baseline
MSS-001-00035	x86 4GB Memory Upgrade	4GB Upgrades	$ -	$ 19.30	$ 19.30	$	$ 19.86	$ 19.88	$ -	$ 20.48	$ 20.48	$ -	$ 21.09	$ 21.09	$	$ 21.73	$ 21.73
MSS-001-00036	x86 8GB Memory Upgrade	8GB Upgrades	$	$ 39.16	$ 39.16	$	$ 40.34	$ 40.34	$ -	$ 41.55	$ 41.55	$	$ 42.79	$ 42.79	$ -	$ 44.08	$ 44.08
	Utility Data Storage (UDS)																
MSS-002-00001	Disk Storage - Business Critical	Usable GB	$ -	$ 1.01	$ 1.01	$ -	$ 1.04	$ 1.04	$ -	$ 1.07	$ 1.07	$ -	$ 1.10	$ 1.10	$ -	$ 1.13	$ 1.13
MSS-002-00002	Disk Storage - Business Performance	Usable GB	$ -	$ 0.67	$ 0.67	$ -	$ 0.69	$ 0.69	$ -	$ 0.71	$ 0.71	$ -	$ 0.73	$ 0.73	$	$ 0.76	$ 0.76
MSS-002-00003	Disk Storage - Business Standard	Usable GB	$ -	$ 0.39	$ 0.39	$	$ 0.40	$ 0.40	$ -	$ 0.42	$ 0.42	$ -	$ 0.43	$ 0.43	$	$ 0.44	$ 0.44
MSS-002-00004	Disk Storage - Business Economy	Usable GB	$ -	$ 0.11	$ 0.11	$ -	$ 0.12	$ 0.12	$ -	$ 0.12	$ 0.12	$ -	$ 0.12	$ 0.12	$	$ 0.13	$ 0.13
MSS-002-00005	SAN Connectivity - Advanced	Port Pair	$ 2,910	$ 357	$ 276	$ 2,997.06	$ 367.55	$ 284.59	$ 3,086.97	$ 376.55	$ 293.12	$ 3,179.58	$ 389.91	$ 301.92	$ 3,274.97	$ 401.81	$ 310.97
MSS-002-00006	SAN Connectivity - Basic	Port Pair	$ 1,164	$ 281	$ 216	$ 1,198.83	$ 289.60	$ 224.25	$ 1,234.79	$ 298.29	$ 230.97	$ 1,271.83	$ 307.24	$ 237.90	$ 1,309.99	$ 316.46	$ 245.04
MSS-002-00011	SAN Connectivity - Blade - Advanced	Port Pair	$ 2,910	$ 296	$ 229	$ 2,997.06	$ 304.75	$ 235.96	$ 3,086.97	$ 313.89	$ 243.06	$ 3,179.58	$ 323.31	$ 250.35	$ 3,274.97	$ 333.01	$ 257.86
MSS-002-00012	SAN Connectivity - Blade - Basic	Port Pair	$ 1,164	$ 220	$ 171	$ 1,198.83	$ 226.85	$ 175.64	$ 1,234.79	$ 233.63	$ 180.91	$ 1,271.89	$ 240.64	$ 186.34	$ 1,309.[illegible]	$ 247.86	$ 191.93
	Utility Data Protection (UDP)																
MSS-003-00001	Infrastructure Throughput - Data Center Frontend	Peak Usable GB	$ -	$ 0.15	$ 0.15	$ -	$ 0.16	$ 0.16	$	$ 0.16	$ 0.16	$	$ 0.17	$ 0.17	$	$ 0.17	$ 0.17
MSS-003-00002	Disk Capacity - Data Center Backend	Peak Usable GB	$	$ 0.15	$ 0.18	$	$ 0.19	$ 0.19	$ -	$ 0.19	$ 0.19	$	$ 0.20	$ 0.20	$	$ 0.21	$ 0.21
MSS-003-00003	Tape Throughput - Data Center Backend	Peak Usable GB	$ -	$ 0.61	$ 0.61	$ -	$ 0.63	$ 0.63	$ -	$ 0.65	$ 0.65	$ -	$ 0.67	$ 0.67	$	$ 0.69	$ 0.69
MSS-003-0[illegible]	Connectivity - Advanced (SAN)	Logical Server	$ 857.52	$ 243	$ 188	$ 883.25	$ 249.91	$ 193.52	$ 909.74	$ 257.41	$ 199.32	$ 937.04	$ 265.13	$ 205.30	$ 965.15	$ 273.09	$ 211.46
MSS-003-00007	Connectivity - Basic (Network)	Logical Server	$ 260.31	$ 73.65	$ 57.03	$ 268.17	$ 75.86	$ 58.74	$ 276.16	$ 78.14	$ 60.51	$ 284.45	$ 80.48	$ 62.32	$ 292.98	$ 82.90	$ 64.19
MSS-003-00008	Connectivity - Basic (Network Unix VM)	Logical Server	$ 177.74	$ 50.29	$ 38.94	$ 183.08	$ 51.80	$ 40.11	$ 188.57	$ 53.36	$ 41.31	$ 194.23	$ 54.96	$ 42.55	$ 200.05	$ 56.60	$ 43.83
	Managed Server Service (MSS) - Windows																
	Managed (Labor & Tools)																
MSS-005-00001	Physical Server - Business Critical	Physical Server	$ 2,530	$ 501	$ 388	$ 2,606.27	$ 516.[illegible]	$ 399.81	$ 2,684.46	$ 531.82	$ 411.80	$ 2,764.99	$ 547.77	$ 424.15	$ 2,847.94	$ 564.20	$ 436.88
MSS-005-[illegible]	Logical Server - Business Critical	Logical Server	$ 2,530	$ 441	$ 342	$ 2,606.27	$ 454.50	$ 351.93	$ 2,684.46	$ 468.13	$ 362.49	$ 2,764.99	$ 482.18	$ 373.36	$ 2,847.94	$ 496.64	$ 384.56
MSS-005-00002	Physical Server - Business Standard	Physical Server	$ 1,968	$ 411	$ 318	$ 2,027.10	$ 423.32	$ 327.79	$ 2,087.91	$ 436.02	$ 337.62	$ 2,150.55	$ 449.10	$ 347.75	$ 2,215.06	$ 462.57	$ 358.18
MSS-005-00003	Logical Server - Business Standard	Logical Server	$ 1,968	$ 351	$ 272	$ 2,027.10	$ 361.49	$ 279.91	$ 2,087.91	$ 372.34	$ 288.31	$ 2,150.55	$ 383.51	$ 296.96	$ 2,215.06	$ 395.01	$ 305.87
MSS-005-0000[illegible]	Physical Server - Business Economy	Physical Server	$ 1,406	$ 368	$ 285	$ 1,447.93	$ 379.21	$ 293.63	$ 1,491.36	$ 390.59	$ 302.44	$ 1,536.11	$ 402.30	$ 311.51	$ 1,582.19	$ 414.37	$ 320.86
MSS-005-0000[illegible]	Logical Server - Business Economy	Logical Server	$ 1,406	$ 308	$ 239	$ 1,447.93	$ 317.38	$ 245.76	$ 1,491.36	$ 326.90	$ 253.13	$ 1,536.11	$ 338.71	$ 260.72	$ 1,582.19	$ 346.61	$ 268.55
	Managed Server Service (MSS) - Linux/Unix																
	Managed (Labor & Tools)																
MSS-005-00007	Physical Server - Business Critical	Physical Server	$ 3,655	$ 1,009	$ 781	$ 3,764.61	$ 1,039.35	$ 804.80	$ 3,877.55	$ 1,070.53	$ 828.54	$ 3,993.86	$ 1,102.65	$ 853.81	$ 4,113.69	$ 1,135.73	$ 879.42
MSS-005-00011	Logical Server - Business Critical	Logical Server	$ 3,655	$ 949	$ 735	$ 3,764.61	$ 977.52	$ 756.92	$ 3,877.55	$ 1,006.85	$ 779.63	$ 3,993.88	$ 1,037.05	$ 803.02	$ 4,113.69	$ 1,068.16	$ 827.11
MSS-005-00010	Physical Server - Business Standard	Physical Server	$ 2,530	$ 583	$ 451	$ 2,606.27	$ 600.15	$ 464.71	$ 2,684.46	$ 618.15	$ 478.65	$ 2,764.99	$ 636.69	$ 493.01	$ 2,847.94	$ 655.80	$ 507.80
MSS-005-00009	Logical Server - Business Standard	Logical Server	$ 2,530	$ 523	$ 405	$ 2,606.27	$ 538.32	$ 416.63	$ 2,684.46	$ 554.47	$ 429.34	$ 2,764.99	$ 571.10	$ 442.22	$ 2,847.94	$ 588.29	$ 455.49
MSS-005-00008	Physical Server - Business Economy	Physical Server	$ 1,968	$ 441	$ 341	$ 2,027.10	$ 453.74	$ 351.35	$ 2,087.91	$ 487.36	$ 361.89	$ 2,150.55	$ 481.38	$ 372.74	$ 2,215.06	$ 495.82	$ 383.91
MSS-005-00012	Logical Server - Business Economy	Logical Server	$ 1,968	$ 381	$ 295	$ 2,027.10	$ 391.92	$ 303.47	$ 2,087.91	$ 403.67	$ 312.58	$ 2,150.55	$ 415.78	$ 321.95	$ 2,215.06	$ 428.26	$ 331.61
	Managed Database (MDB)																
MSS-008-00001	MSS[illegible] - RDBMS	RDBMS	$ 1,125	$ 274	$ 212	$ 1,158.34	$ 282.65	$ 218.86	$ 1,193.09	$ 291.13	$ [illegible].43	$ 1,228.88	$ 299.86	$ 232.19	$ 1,265.75	$ 308.86	$ 239.16
MSS-008-00002	Business Critical	DB	$ 1,125	$ 69	$ 53	$ 1,158.34	$ 70.87	$ 54.87	$ 1,193.09	$ 72.99	$ 56.52	$ 1,228.88	$ 75.18	$ 58.21	$ 1,265.75	$ 77.44	$ 59.96
MSS-008-00003	Business Standard	DB	$ 562	$ 50	$ 39	$ 579.17	$ 51.97	$ 40.24	$ 596.55	$ 53.53	$ 41.45	$ 614.44	$ 55.13	$ 42.69	$ 632.88	$ 56.79	$ 43.97
MSS-008-00004	Business Economy	DB	$ 281	$ 40	$ 31	$ 289.59	$ 41.03	$ 31.77	$ 298.27	$ 42.26	$ 32.72	$ 307.22	$ 43.53	$ 33.70	$ 316.44	$ 44.83	$ 34.71
MSS-008-00009	Oracle - RDBMS	RDBMS	$ 1,125	$ 842	$ 652	$ 1,158.34	$ 867.28	$ 671.56	$ 1,193.09	$ 893.30	$ 691.71	$ 1,228.88	$ 920.10	$ 712.46	$ 1,265.75	$ 947.70	$ 733.83
MSS-008-00010	Business Critical	DB	$ 1,125	$ 757	$ 586	$ 1,158.34	$ 779.52	$ 603.60	$ 1,193.09	$ 802.90	$ 621.71	$ 1,228.88	$ 826.99	$ 640.36	$ 1,265.75	$ 851.80	$ 659.57
MSS-008-00011	Business Standard	DB	$ 562	$ 473	$ 366	$ 579.17	$ 487.20	$ 377.25	$ 596.55	$ 501.82	$ 388.57	$ 614.44	$ 516.87	$ 400.23	$ 632.88	$ 532.38	$ 412.73
MSS-008-00012	Business Economy	DB	$ 281	$ 378	$ 293	$ 289.59	$ 389.76	$ 301.80	$ 298.27	$ 401.45	$ 310.85	$ 307.22	$ 413.49	$ 320.18	$ 316.44	$ 425.90	$ 329.79
Facilities																	
	Racks																
MSS-999-00001	Standard Server Rack	Rack	$ 1,684	$ 1,328	$ 1,328	$ 1,734.41	$ 1,367.83	$ 1,367.83	$ 1,786.45	$ 1,408.87	$ 1,408.87	$ 1,840.04	$ 1,451.14	$ 1,451.14	$ 1,895.24	$ 1,494.67	$ 1,494.67
MSS-999-00002	High Density Server Rack	Rack	$ 3,298	$ 2,601	$ 2,601	$ 3,396.46	$ 2,678.60	$ 2,678.60	$ 3,498.96	$ 2,758.96	$ 2,758.96	$ 3,603.81	$ 2,841.73	$ 2,841.73	$ 3,711.41	$ 2,926.98	$ 2,926.98
MSS-999-00003	HP Blade Server Rack	Rack	$ 1,274	$ 2,582	$ 2,582	$ 3,372.50	$ 2,659.70	$ 2,659.70	$ 3,473.67	$ 2,739.49	$ 2,739.49	$ 3,577.88	$ 2,821.67	$ 2,821.67	$ 3,685.22	$ 2,906.32	$ 2,906.32
MSS-999-00005	Telco Rack	Rack	$ 3,399	$ 2,681	$ 2,681	$ 3,501.00	$ 2,761.04	$ 2,761.04	$ 3,606.05	$ 2,843.87	$ 2,843.87	$ 3,714.21	$ 2,929.19	$ 2,929.19	$ 3,825.64	$ 3,017.06	$ 3,017.06
Network Product Category																	
	Managed Network Services (MNS)																
	NPC																
MSA-025-00001	Managed Router - Simple	Per Device	$ 563	$ 114	$ 91	$ 579.44	$ 117.78	$ 94.23	$ 596.82	$ 121.32	$ 97.05	$ 614.73	$ 124.96	$ 99.96	$ 633.17	$ 128.70	$ 102.96
MSA-025-00002	Managed Router - Standard	Per Device	$ 980	$ 199	$ 159	$ 1,009.28	$ 205.33	$ 164.27	$ 1,039.56	$ 211.50	$ 169.20	$ 1,070.75	$ 217.84	$ 174.27	$ 1,102.87	$ 224.38	$ 179.50
MSA-025-00003	Managed Router - Complex	Per Device	$ 2,093	$ 299	$ 239	$ 2,155.53	$ 307.48	$ 245.98	$ 2,220.70	$ 316.70	$ 253.36	$ 2,286.80	$ 326.21	$ 260.96	$ 2,355.41	$ 335.99	$ 268.79
MSA-025-00004	Managed Layer 2 Switch - Simple	Per Device	$ 563	$ 157	$ 175	$ 579.44	$ 161.56	$ 129.75	$ 596.82	$ 166.41	$ 133.12	$ 614.73	$ 171.40	$ 137.12	$ 633.17	$ 176.54	$ 141.23
MSA-025-00005	Managed Layer 2 Switch - Standard	Per Device	$ 980	$ 299	$ 239	$ 1,009.28	$ 307.48	$ 245.98	$ 1,039.56	$ 316.70	$ 253.36	$ 1,070.75	$ 326.21	$ 260.96	$ 1,102.87	$ 335.99	$ 268.79
MSA-025-00006	Managed Layer 2 Switch - Complex	Per Device	$ 7,093	$ 483	$ 386	$ 2,155.53	$ 497.18	$ 397.74	$ 2,220.20	$ 512.09	$ 409.67	$ 2,286.80	$ 527.40	$ 421.96	$ 2,355.41	$ 543.28	$ 434.62
MSA-025-00007	Managed Layer 3 Switch - Simple	Per Device	$ 841	$ 199	$ 159	$ 866.00	$ 705.33	$ 164.77	$ 891.98	$ 211.50	$ 169.20	$ 918.74	$ 217.84	$ 174.27	$ 946.30	$ 724.38	$ 179.50
MSA-025-00008	Managed Layer 3 Switch - Standard	Per Device	$ 1,397	$ 419	$ 335	$ 1,439.15	$ 431.51	$ 345.21	$ 1,482.30	$ 444.46	$ 355.57	$ 1,526.77	$ 457.79	$ 366.23	$ 1,572.57	$ 471.53	$ 377.22
MSA-025-00009	Managed Layer 3 Switch - Complex	Per Device	$ 4,179	$ 738	$ 590	$ 4,304.74	$ 759.84	$ 607.87	$ 4,433.88	$ 782.63	$ 626.10	$ 4,566.90	$ 806.11	$ 644.89	$ 4,703.91	$ 830.29	$ 664.23
	Load Balancing																
MSA-025-00010	Managed Load Balancer - Simple	Per Device	$ 2,371	$ 851	$ 681	$ 2,442.09	$ 876.57	$ 701.26	$ 2,515.35	$ 902.87	$ 722.30	$ 2,590.81	$ 929.95	$ 743.96	$ 2,668.54	$ 957.85	$ 766.78
MSA-025-00011	Managed Load Balancer - Complex	Per Device	$ 4,597	$ 1,234	$ 987	$ 4,734.59	$ 1,270.56	$ 1,016.45	$ 4,876.62	$ 1,308.68	$ 1,046.94	$ 5,022.92	$ 1,347.91	$ 1,078.35	$ 5,173.61	$ 1,388.38	$ 1,110.70
	Bandwidth - Backbone and Internet																
MSA-010-00001	WHEC (turnkey internet connectivity, tiered pricing based on GW)	Per Mb Bandwidth	$	$ 139	$ 139	$ -	$ 143.34	$ 143.34	$ -	$ 147.64	$ 147.64	$	$ 152.07	$ 152.07	$ -	$ 156.63	$ 156.63
MSA-010-00002	Inter-Acxiom Datacenter Connectivity	Per Mb Bandwidth	$	$ 159	$ 159	$	$ 163.82	$ 163.82	$ -	$ 168.73	$ 168.73	$ -	$ 173.79	$ 173.79	$ -	$ 179.01	$ 179.01
Security Product Category																	
	Utility Security & Compliance (USC)																

Acxiom ARC/RRC Pricing			YEAR 1			YEAR 2			YEAR 3			YEAR 4			YEAR 5		
Product Number	Product Category	Pricing Driver	Deinstall - Reinstall	ARC/RRC Above Baseline	RRC Below Baseline	Deinstall - Reinstall	ARC/RRC Above Baseline	RRC Below Baseline	Deinstall - Reinstall	ARC/RRC Above Baseline	RRC Below Baseline	Deinstall - Reinstall	ARC/RRC Above Baseline	RRC Below Baseline	Deinstall - Reinstall	ARC/RRC Above Baseline	RRC Below Baseline
	Managed Security & Compliance (MSC)																
MSA-023-00005	Firewall - Simple	Per Device	$ 32.81	$ 564	$ 451	$ 33.80	$ 580.51	$ 464.41	$ 34.81	$ 597.92	$ 478.34	$ 35.85	$ 615.86	$ 492.69	$ 36.93	$ 634.34	$ 507.47
MSA-073-00005	Firewall Rule Change	Per Request	$ 640	$ 41.04	$ 32.83	$ 659.44	$ 42.27	$ 33.81	$ 679.22	$ 43.53	$ 34.83	$ 699.60	$ 44.84	$ 35.87	$ 720.58	$ 46.19	$ 36.95
Cross Functional Product Category																	
CFS 001-00100	Service Desk	Per Ticket	$ -	$ 19.35	$ 14.98	$	$ 19.93	$ 15.43	$ -	$ 20.53	$ 15.89	$	$ 21.14	$ 16.37	$ -	$ 21.78	$ 16.86
CFS-002-00101	Incident Management	Per Ticket	$ -	$ 16.3[illegible]	$ 12.68	$ -	$ 16.86	$ 13.06	$ -	$ 17.37	$ 13.45	$ -	$ 17.89	$ 13.85	$	$ 18.43	$ 14.27

* CPU Processing Charge ARC/RRC rates do not apply until City of Chicago has moved to the shared environment

** Ongoing Address Hygiene Monthly Fees include up to 400 000 records annually. Additional records $1.50/m.

Acxiom Hourly Labor Rates

Position Description	Metric	Year 1	Year 2	Year 3	Year 4	Year 5
BMC Patrol Admin	Hourly	$124	$128	$131	$135	$139
Help Desk Specialist	Hourly	$111	$114	$118	$121	$125
Intel Admin	Hourly	$124	$128	$131	$135	$139
Mainframe DBA	Hourly	$139	$143	$148	$152	$157
Migration Leader	Hourly	$158	$162	$167	$172	$177
Network Engineer	Hourly	$140	$145	$149	$153	$158
Network Mainframe	Hourly	$140	$145	$149	$153	$158
Network Security Engineer	Hourly	$108	$111	$114	$118	$121
Open Systems DBA	Hourly	$168	$173	$178	$183	$189
Operations Project Leader	Hourly	$130	$134	$138	$142	$146
Scheduling	Hourly	$95	$98	$101	$104	$107
Storage Admin - SAN	Hourly	$124	$128	$131	$135	$139
Storage Admin - Tape	Hourly	$124	$128	$131	$135	$139
Systems Programmer	Hourly	$147	$152	$156	$161	$166
Unix Admin	Hourly	$128	$132	$136	$140	$144
AS/400, DEC, VAX	Hourly	$128	$132	$136	$140	$144
Datacenter Escort Services	Hourly	$84	$87	$89	$92	$95

The Foster Group Business Continuity & Disaster Recovery Additional Resource Rates

Director	Hourly	$156	$161	$167	$172	$178
Project Manager	Hourly	$127	$131	$136	$140	$146
Senior Consultant	Hourly	$116	$119	$123	$128	$132
Consultant	Hourly	$92	$96	$99	$102	$106
Analyst	Hourly	$69	$71	$74	$77	$79

CityTech Application Development Additional Resource Rates

Technical Architect	Hourly	$150	$155	$159	$164	$169
Sr. Consultant/ Sr. Developer	Hourly	$150	$155	$159	$164	$169
Project Manager	Hourly	$167	$172	$177	$183	$188
Developer/Business Analyst/Support	Hourly	$139	$143	$148	$152	$157

Termination Fees

Termination for Convnience	mo	Year 1	Year 2	Year 3	Year 4	Year 5
Monthly Termination Schedule	1	$2,584,419	$1,780,914	$1,344,018	$907,123	$470,228
	2	$2,514,683	$1,744,506	$1,307,611	$870,715	$433,820
	3	$2,444,947	$1,708,098	$1,271,203	$834,307	$397,412
	4	$2,375,211	$1,671,690	$1,234,795	$797,900	$361,004
	5	$2,305,474	$1,635,282	$1,198,387	$761,492	$324,596
	6	$2,235,738	$1,598,874	$1,161,979	$725,084	$288,188
	7	$2,166,002	$1,562,466	$1,125,571	$688,676	$251,781
	8	$2,096,266	$1,526,058	$1,089,163	$652,268	$215,373
	9	$2,026,530	$1,489,650	$1,052,755	$615,860	$178,965
	10	$1,956,794	$1,453,242	$1,016,347	$579,452	$142,557
	11	$1,887,058	$1,416,834	$979,939	$543,044	$106,149
	12	$1,817,322	$1,380,426	$943,531	$506,636	$69,741

EXHIBIT 2A

PERFORMANCE CREDITS

ACXIOM

Priority	Critical Designated Service (CDS)	Service Level (SLA)	Unit	SLA	Actual % Achieved	Variance	Performance Credit/Unit	Credit Unit Cost
2	Timeliness of Reports	All overnight reports will be completed by 7AM on a daily basis. No more than 10 reports per week will miss this deadline.	1 Report	10	11	1	$1,000	$1,000
3a	System Availability – Prime Time	Batch & TSO processing will be available 99.8% of the time during Prime Time hours, except for previously scheduled outages: a maximum of 20 minutes of outage per week (Prime Time)	5 minutes	Maximum minutes: 20/week	minutes: 24/week	1	$500	$500
3b	System Availability – Total Time	Batch & TSO processing will be available 98% of the time over all, except for previously scheduled outages: total outages (i.e., Prime and Non-Prime time) will not exceed 90 minutes per month	5 minutes	Maximum minutes: 90/month	minutes: 95/month	1	$500	$500
4a	VTAM and FEP Availability – Prime Time	WAN, VTAM, and all FEPs will be available a min. of 99.8% during Prime Time: max 20 minutes of outage per week (Prime Time)	5 minutes	Maximum minutes: 20/week	minutes: 24/week	1	$500	$500
4b	VTAM and FEP Availability – Total Time	WAN, VTAM, and all FEPs will be available a min. 98% overall: total outages (i.e., Prime and Non-Prime) will not exceed 90 minutes per month.	5 minutes	Maximum minutes: 90/month	minutes: 95/month	1	$500	$500
5	DASD Availability	All DASD volumes containing active data will be available 99.99% of the time. Not more than four (4) DASD failures per year[1] will result in application outages.	1 add'l outage	Outages not to exceed 4/year	5th in a year	1	$5,000	$5,000

Performance Credits

The Critical Designated Services set forth in the table below as of the Effective Date of the Agreement shall be the subject of separate monitoring for the determination of available Performance Credits which the City of Chicago may elect to receive from Acxiom ("Critical Designated Services"). The Service Levels specified for a specific Critical Designated Service are more fully explained in the Statement of Work and the Agreement.

The Critical Designated Services shall be monitored monthly based on a rolling six (6) month review period (the "Review Period"), for which the first month of the initial Review Period will be the first full calendar month following the Effective Date of the Agreement. During each such Review Period, if the median of Vendor's actual Service Level performance is less than the targeted Service Level for a specific Critical Designated Service, Customer may elect to invoke the applicable Performance Credit. The following table sets forth the Performance Credit available for each Critical Designated Service. Customer will provide Vendor written notification within thirty (30) days following an applicable Review Period if Customer has elected to receive any available Performance Credits from such Review Period. If a single event directly causes the failure to achieve more than one Service Level set forth in this Exhibit 5.4, then only one Performance Credit will apply. In such event, Customer will select the Service Level that will be used for the calculation of the Performance Credit. Notwithstanding the foregoing Acxiom shall not be responsible, and City of Chicago shall not receive a Performance Credit for any failure to meet a Critical Designated Service to the extent caused by (collectively, "Excused Performance Problem"):

a. Acts or omissions or lack of cooperation by City of Chicago, its affiliates, franchisees or any third parties acting on behalf of any of the foregoing
b. Software, hardware, data, content, services or other materials provided, or the failure to provide any of the foregoing by a third party, City of Chicago or their respective employees or agents, (whose action or inaction is beyond the reasonable control of Acxiom) for use by Acxiom in providing the Services
c. Failure of hardware, software or third party services that could not have been prevented by Acxiom's use of due care, in light of prevailing industry standards and practices

d. Circumstances that constitute a Force Majeure Event as defined in the Master Agreement
e. Breaches of the Agreement by City of Chicago, including all Exhibits and Schedules attached thereto
f. City of Chicago-provided equipment, software, systems and services that do not meet the requirements set forth in Exhibit 1, Statement of Services
g. Software products retained at the request of City of Chicago that are no longer supported by the software vendor, or are more than one release behind the vendor's current release, or are incompatible with the environment.

Median/Mean:
The mean is the arithmetic average of the set of numbers.

The median is the number in the middle of a set of numbers; i.e., half of the numbers have values that are greater than the median and half have values that are less. If there is an even number in the set, then MEDIAN calculates the average (mean) of the two numbers in the middle.

Examples: Median (1,2,3,4,5) = 3
Median (1,2,3,4,5,6) = 3.5, the average (mean) between 3 and 4

Service Level Agreement Table for Critical Designated Services

Priority	Critical Designated Service (CDS)	Service Level (SLA)	Unit	SLA	Actual % Achieved	Variance	Performance Credit/Unit	Credit Unit Cost
1a	Online Application Availability	All mainframe application (CICS/DB2/Oracle) Regions will be 99.8% available on a 7 x 24 basis	0.1%	99.8%	99.7%	1	$1,000	$1,000
1b	Online Application Availability	Each mainframe online application will be available 99.8% of the time when the associated Region is available.	0.1%	99.8%	99.7%	1	$1,000	$1,000

EXHIBIT 3

City Contract (Contract No. 22482)

Contract Summary Sheet

Contract (PO) Number: 22482

Specification Number: 81207

Name of Contractor: ACXIOM CORPORATION

City Department: DEPT OF INNOVATION & TECHNOLOGY

Title of Contract: MAINFRAME OUTSOURCING, MANAGED HOSTING AND ENTERPRISE COMPUTER PRINT SERVICES

Term of Contract: Start Date: 6/24/2011

End Date: 6/23/2016

Dollar Amount of Contract (or maximum compensation if a Term Agreement) (DUR):
$15,677,393.00

Brief Description of Work: MAINFRAME OUTSOURCING, MANAGED HOSTING AND ENTERPRISE COMPUTER PRINT SERVICES

Procurement Services Contract Area: PRO SERV CONSULTING $250,000orABOVE

Please refer to the DPS website for Contact information under "Doing Business With The City".

Vendor Number: 1064278
Submission Date:

7.8.11

Contract (PO) No. 22482
Specification No. 81207
Vendor No. 1064278

AGREEMENT

BETWEEN

THE CITY OF CHICAGO
DEPARTMENT OF INNOVATION AND TECHNOLOGY

AND

ACXIOM CORPORATION

MAINFRAME OUTSOURCING, MANAGED HOSTING AND ENTERPRISE COMPUTER PRINT SERVICES

RAHM EMANUEL
MAYOR

AGREEMENT

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AGREEMENT

This Agreement is entered into as of the 24 day of JUNE, 2011 ("**Effective Date**") by and between Acxiom Corporation, a Delaware corporation ("**Contractor**"), and the City of Chicago, a municipal corporation and home rule unit of local government existing under the Constitution of the State of Illinois, acting through its Department of Innovation and Technology ("**City**"), at Chicago, Illinois. The City and Contractor agree as follows:

BACKGROUND INFORMATION

WHEREAS, the City issued a Request for Proposals (RFP) on March 22, 2010 for mainframe outsourcing, managed hosting services and enterprise computer print services

WHEREAS, the Contractor is capable of mainframe outsourcing services that will fully manage the City's mainframe processing in the Contractor's Data Center. Contractor services include mainframe equipment, technical support and operations. Contractor services include security, scheduling, capacity planning and performance monitoring services.

WHEREAS, the Contractor is capable of managed hosting services for the City of Chicago's traditional Web site, www.cityofchicago.org, a new web site, www.explorechicago.org and the Chicago Health Alert Network (HAN). Contractor will provide high availability, 24x7 operation, component reliability, system scalability, disaster recovery and technical support to support the business operation of the new web site.

WHEREAS, the Contractor is capable to support all of the City of Chicago's current Enterprise Computer System printing requirements of the Print Center.

NOW, THEREFORE, the City and the Contractor agree as follows:

ARTICLE 1. INCORPORATION OF BACKGROUND INFORMATION

The Background Information set forth above is incorporated and made a part of this Agreement by reference.

TERMS AND CONDITIONS

ARTICLE 2. DEFINITIONS

2.1 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 contemplated by this Agreement, but beyond the description of services required under Section 3.1, 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 City in a written amendment under Section 10.3 of this Agreement before Contractor is obligated to perform those Additional Services and before the City becomes obligated to pay for those Additional Services.

"AFE" or **"Approval for Expenditure"** means those non-material services and changes in the infrastructure environment such as changes in volume, hardware, software requested by the City thourhg the AFE process as defined in Exhibit 1 Statement of Work.

"**Agreement**" means this 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 Information Officer" means the Chief Information Officer of the City and any representative duly authorized in writing to act on his behalf.

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

"City" means the City of Chicago.

"City Data" means all data submitted to Contractor by City in connection with this project including all data which includes images and electronic information related to City employees, delegate agencies, users, children and family information, contracts, property, payroll, human resources, budget, purchasing, grants, all financial data, and/or City policies and procedures.

"Claim" means any civil, criminal, administrative or investigative suit, action or proceeding brought by a third party against a party.

"COLA" means cost of living adjustment to the Fees specified in Exhibit 2 Schedule of Compensation using the Consumer Price Index for All Urban Consumers - Other Goods and Services (the "CPI-U") as published by the U.S. Department of Labor, Bureau of Labor Statistics.

"Contractor" means Acxiom Corporation.

"Confidential Information" of City means all personnel information, financial data, any information labeled or marked confidential, and information which Contractor should reasonably know is confidential information related to City's business, including all information of City that is not permitted to be disclosed to third parties under local laws and regulations. "Confidential Information" also includes any verbal or oral information which City summarizes in writing to the receiving party within 30 days following disclosure and which City labels or marks as confidential.

"**Department**" means the City Department of Innovation and Technology or other participating City departments.

"Documentation" means all documentation, written materials, work papers, configurations, manuals, and other work product prepared by or on behalf of the Contractor, its subconsultant or agents in connection with providing the Services. Also includes the technical publications relating to the use of the licensed Software, such as reference, installation, administrative and programmer manuals, provided by Contractor to City.

"Excused Performance Problems" means Contractor's failure to provide Services or to meet any of the Service Levels as required hereunder, to the extent such failure is attributable to:

i) acts or omissions or lack of cooperation by City, its affiliates, franchisees or any third parties acting on behalf of any of any of the foregoing.

ii) software, hardware, data, content, services or other materials provided, or the failure to provide any of the foregoing by a third party, City, or its respective employees or agents for use by Contractor in providing the Services;

iii) failure of hardware, software or third party services that could not have been prevented by Contractor's use of due care, in light of prevailing industry standards and practices;

iv) circumstances that constitute a Force Majeure Event;

v) material breaches of the Agreement by the City;

vi) City provided equipment, software, systems and services that do not meet the requirements set forth in the Agreement; or

vii) software products retained at the request of the City that are no longer supported by the software vendor, or are more than on release behind the vendor's current release, or are incompatible with the supported environment.

"Fees" means the Monthly Charges and other charges all as specified in Exhibit 2 Schedule of Compensation.

"Force Majeure Event" means any failure or delay caused, directly or indirectly, by fire, flood, earthquake or similar elements of nature, or acts of God, acts of war, terrorism, riots, civil disorders, rebellions or revolutions in the United States or any act of a third party which is not (a director, officer, employee, subcontractor or agent of the nonperforming party or (b) a supplier to the nonperforming party of goods or services, a replacement for which is readily available, even if only at a higher price.

"Implementation Plan" means the project management approach and description of the overall project management organizational structure, scope definition, project communications and risk management, change control procedures, documentation and status reporting, quality assurance and acceptance testing. This includes description of the delivery of equipment and services, customization, functionality and performance as mutually prepared and agreed upon by the City and Contractor.

"Key Personnel" means those positions and job titles and the persons assigned to those positions and job titles described in Exhibit 7.

"**Services**" means, collectively, the services, duties and responsibilities described in Article 3 and Exhibit 1 of this Agreement and the functions, responsibilities, and tasks not specifically described in the Statement of Work and Exhibit 1 of this Agreement but which are an inherent part of an necessary sub-component included within the specifically defined Services and are necessary to complete them or carry them out fully and to the standard of performance required in this Agreement.

"Software Hosting" means Remote Hosting Service on Contractor's servers that allow the City to provide an accessible website for Users of the City websites via the internet.

"Statement of Work" means the detailed description of the Services to be provided by the Contractor described in Section 3.1 and Exhibit 1.

"**Subcontractor**" means any person or entity with whom Contractor 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 Contractor.

2.2 Interpretation

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

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

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

(d) Any headings preceding the text of the Articles and Sections of this 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.

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

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

2.3 Incorporation of Exhibits

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

Exhibit 1	Statement of Work
Exhibit 2	Schedule of Compensation
Exhibit 2A	Performance Credits
Exhibit 3	Special Conditions Regarding MBE/WBE Commitment and Schedules
Exhibit 4	Economic Disclosure Statement Certificate of Filing
Exhibit 5	Insurance Requirements and Evidence of Insurance
Exhibit 6	Contractual Requirements Related to HIPAA
Exhibit 7	List of Key Personnel
Exhibit 8	City of Chicago Information Security Policy
Exhibit 9	City of Chicago Application Security Policy
Exhibit 10	City of Chicago Confidentiality and Acceptable Use Policy

ARTICLE 3. DUTIES AND RESPONSIBILITIES OF CONTRACTOR

3.1 Scope of Services

This description of Services is intended to be general in nature and is neither a complete description of Contractor's Services nor a limitation on the Services that Contractor is to provide under this Agreement. Contractor must provide the Services in accordance with the standards of performance set forth in Section 3.3. The Services that Contractor must provide are described in Exhibit 1, Statement of Work.

3.2 Deliverables

In carrying out its Services, Contractor must prepare or provide to the City various Deliverables. "**Deliverables**" include work product, such as written reviews, recommendations, reports and analyses, produced by Contractor for the City. Notwithstanding the foregoing, Deliverables do not include shared tools, scripts, and other work product not created exclusively for use by the City, which may be utilized by Contractor to provide the Services, ("Contractor Intellectual Property")

The City 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 City made this Agreement or for which the City intends to use the

Deliverables. If the City determines that Contractor has failed to comply with the foregoing standards, it has 30 days from the discovery to notify Contractor of its failure. If Contractor does not correct the failure, if it is possible to do so, within 30 days after receipt of notice from the City specifying the failure, then the City, by written notice, may treat the failure as a default of this Agreement under Section 9.1.

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

3.3 Standard of Performance

Contractor must perform all Services required of it under this Agreement with that degree of skill, care and diligence normally shown by a consultant/service provider performing services of a scope and purpose and magnitude comparable with the nature of the Services to be provided under this Agreement. Contractor acknowledges that it is entrusted with or has access to valuable and confidential information and records of the City and with respect to that information. Any review, approval, acceptance of Services or Deliverables or payment for any of the Services by the City does not relieve Contractor of its responsibility for the professional skill and care and technical accuracy of its Services and Deliverables. This provision in no way limits the City's rights against Contractor under this Agreement, at law or in equity.

Contractor must be appropriately licensed to perform the Services, if required by law, and must ensure that all Services that require the exercise of professional skills or judgment are accomplished by professionals qualified and competent in the applicable discipline and appropriately licensed as may be required by law. Upon written request by the City, Contractor must provide copies of any such licenses. Contractor remains responsible for the professional and technical accuracy of all Services or Deliverables furnished, whether by Contractor 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. All services listed in Exhibit 1 must be performed in a professional manner to meet or exceed the Service Level Agreement for each service category.

If Contractor fails to comply with the Service Levels defined in Exhibit 1 Contractor will incur the Performance Credits identified in and according to the schedule set forth in Exhibit 2A, Performance Credits. The City will be entitled to offset Performance Credits against any of the Monthly Charges otherwise payable or other expenses otherwise owed to Contract pursuant to this Agreement.

3.4 Personnel

(a) Adequate Staffing

Contractor 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 to perform the Services. Contractor 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 mutual agreement of the parties.

(b) Key Personnel

Contractor must not reassign or replace Key Personnel without the written consent of the City which such consent shall not be unreasonable withheld. **"Key Personnel"** means those job titles and the persons assigned to those positions in accordance with the provisions of this Section 3.4(b). The Department may at any time in writing notify Contractor that the City will no longer accept performance of Services under this Agreement by one or more Key Personnel listed. Upon that notice Contractor will work with City in good faith to address City's concerns which may include removal of such Key Personnel at Contractor's sole discretion. Key Personnel, if any, are identified in Exhibit 7.

(c) Salaries and Wages

Contractor 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 Contractor underpays any such salaries or wages, the Comptroller for the City may withhold, out of payments due to Contractor, 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 Contractor 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 City and that it does not grant any third party beneficiary rights.

(d) Conduct on City's Premises

Contractor must exercise due care and diligence to prevent any injury to person or damage to property while on City's premises. The operation of vehicles by any Contractor personnel on City's property must conform to posted and other regulations and safe driving practices. Vehicular accidents on City's property and involving any Contractor personnel must be reported promptly to the appropriate City personnel. Contractor covenants that it and its Subcontractors, an their respective employees, agents, and representatives (including all Contractor personnel), shall at all times comply with and shall at no time take no action that results in City being in violation of any federal, state or local law, ordinance, regulation, or rule, including those regarding use or possession of contraband and those regarding confidentiality, privacy, security or exportation.

(e) Conduct of Contractor Personnel

While at the City locations, Contractor's personnel, contractors, and subcontractors shall comply with City's requests, rules and regulations regarding personal and professional conduct (including the wearing of an identification badge and adhering to regulations and general safety practices or procedures) generally applicable to such City locations and otherwise conduct themselves in a business and professional manner. If City determines that a particular employee of Contractor or a subcontractor is not conducting himself or herself in the manner required pursuant to this Section 3.5 (e), City may notify Contractor. Contractor shall promptly investigate the matter and take appropriate action which shall include, at City's request, removing such employee from the Contractor's staff, providing City with prompt notice of such removal, and replacing such employee with an individual with at least such experience, qualifications and technical skills suitable to, and generally required in connection with, the duties attendant the position to be filled.

(f) Personnel Checks

All Contractor Key Personnel and Subcontractor personnel identified by the City must successfully complete a background check and drug screen in accordance with this section, and in accordance with applicable law, before assignment to perform any Services. Contractor shall not allow any such personnel who do not successfully complete the background check and/or drug screen to perform Services under the Agreement.

(i) Background Checks. If the City requests a background check, the City may choose whether to conduct such background checks itself or require Contractor to do so. If the City conducts the background check, the City shall inform Contractor where; and where the background check will be conducted. If Contractor or Subcontractor personnel his located outside the 100 mile radius from the City's chosen location; Contractor may request an alternate location and the City and Contractor shall work together to determine a mutually agreeable location. Background checks will be done at the City's expense and in accordance with all applicable law (including the Fair Credit Reporting Act and any applicable state laws). If the City requests that Contractor conduct the background check on Contractor or Subcontractor personnel, Contractor will conduct the background check in accordance with criteria provided by the City and will then notify the City whether such personnel has successfully completed the background check (i.e., pass or fail). The Parties will keep such information confidential. In the event of a fail, that particular personnel shall be immediately removed from the performance of the Services, and Contractor shall be given a reasonable amount of time to replace such individual. Contractor or Subcontractor personnel passing such background check will be authorized by the City to provide the Services and the City shall provide such personnel with identification, as appropriate. Contractor will be responsible for claims by Contractor or Subcontractor personnel arising from or related to Contractor's background checking of such personnel. The City will be responsible for claims by Contractor or Subcontractor personnel arising from or related to the City's background checking of such personnel.

(ii) Drug Screening. Contractor shall have all Key Personnel and Subcontractor

personnel pass its corporate mandated drug testing prior to final; submission of approval of such personnel to begin work. Contractor shall not allow any such personnel who do not successfully complete such drug screen test to perform Services hereunder: Thereafter, the City may subject such Contractor Key Personnel and Subcontractor personnel to drug screen tests before such personnel begins work under the Agreement, subject to City's standards and all applicable laws. Upon receipt of the drug test results, each party will advise the other only as to whether such Contractor or Subcontractor personnel is in compliance with this section. Thereafter, upon reasonable suspicion, the City may require a drug test of Contractor or Subcontractor personnel with notice to Contractor.

(g) Claims by Employees

Contractor shall defend, indemnify and hold harmless the City of Chicago from and against any claims or litigation brought by Contractor's or its Subcontractor's personnel arising from this Section 3.4 which result from a removal for cause. Contractor shall not be responsible to indemnify in these instances to the extent that the City has engaged in, or is alleged to have engaged in any discriminatory practices as an employer concerning such personnel, including the personnel of Subcontractors.

(h) Removal by City

In the event that the City believes that the performance of Key Personnel and Subcontractor personnel of Contractor is not required or is at an unacceptable professional level, the City shall provide written notice thereof with specific deficiencies noted. Contractor shall promptly (within no more than two (2) Business Days) begin an investigation into the need for and/or performance of such personnel, which investigation shall be completed within ten (10) business Days. At the City's reasonable request following completion of an investigation that substantiates the basis of the request, Contractor will promptly remove such person. In such event, Contractor will promptly replace that person with another person acceptable to the City and meeting all of the applicable requirements described in this Section 3.4. Any disputes as to removal for cause shall go to disputes resolutions.

(i) Acts or Omissions of Personnel

Contractor shall be responsible to the City for the acts, errors, and omissions of its employees, agents, and Subcontractors and each of their agents and employees.

(j) Meetings

The Contractor will meet regularly with the Deputy CIO to discuss matters relating to outstanding service issues. In addition, at the Deputy CIO's request, the Contractor must attend other meetings with the City or other interested parties designated by the Deputy CIO.

3.5 Minority and Women's Business Enterprises Commitment

In the performance of this Agreement, including the procurement and lease of materials or equipment, Contractor must abide by the minority and women's business enterprise commitment requirements of the Municipal Code of Chicago (**"Municipal Code"**), §§ 2-92-420 *et seq.* (1990), except to the extent waived by the Chief Procurement Officer and the Special Conditions Regarding MBE/WBE Commitment set forth in Exhibit 3. Contractor's completed Schedules C-1 and D-1 in Exhibit 3, evidencing its compliance with this requirement, are a part of this Agreement, upon acceptance by the Chief Procurement Officer. Contractor must utilize minority and women's business enterprises at the greater of the amounts listed in those Schedules C-1 and D-1 or the percentages listed in them as applied to all payments received from the City.

3.6 Insurance

Contractor must provide and maintain at Contractor's own expense, during the term of this Agreement and any time period following expiration if Contractor is required to return and perform any of the Services or Additional Services under this Agreement, the insurance coverages and requirements specified in Exhibit 5 of this Agreement, insuring all operations related to this Agreement.

3.7 Indemnification

(a) Contractor must defend, indemnify, and hold harmless the City, its officers, representatives, elected and appointed officials, agents and employees from and against any and all Losses, including those related to a third party Claim, related to:

(i) injury, death or damage of or to any person or property;

(ii) any infringement or violation of any property right (including any patent, trademark, copyright or any other intellectual property infringement);

(iii) Contractor's failure to perform or cause to be performed Contractor's promises and obligations as and when required under this Agreement, including Contractor's failure to perform its obligations to any Subcontractor when such failure is caused by Contractor's or Subcontractor's intentional misconduct or gross negligence and;

(iv) Intentionally Deleted

(v) injuries to or death of any employee of Contractor or any Subcontractor under any workers compensation statute; and

(vi) Intentionally Deleted.

(b) **"Losses"** means, individually and collectively, liabilities, of every kind, including losses, damages and reasonable costs, payments and expenses (such as, but not limited to, court costs and reasonable attorneys' fees and disbursements), claims, demands, actions, suits,

proceedings, judgments or settlements, any or all of which in any way arise out of or relate to Contractor's breach of this Agreement or to Contractor's negligent or otherwise wrongful acts or omissions or those of its officers, agents, employees, consultants, Subcontractors or licensees.

(c) At the City Corporation Counsel's option, Contractor must defend all suits brought upon all such Losses and must pay all costs and expenses incidental to them, but the City has the right, at its option, to participate, at its own cost, in the defense of any suit, without relieving Contractor of any of its obligations under this Agreement. Any settlement must be made only with the prior written consent of the City Corporation Counsel, if the settlement requires any action on the part of the City.

(d) To the extent permissible by law, Contractor waives any limits to the amount of its obligations to defend, indemnify, hold harmless, or contribute to any sums due under any Losses, including any claim by any employee of Contractor that may be subject to the Workers Compensation Act, 820 ILCS 305/1 *et seq.* or any other related law or judicial decision (such as, *Kotecki v. Cyclops Welding Corporation*, 146 Ill. 2d 155 (1991)). The City, however, does not waive any limitations it may have on its liability under the Illinois Workers Compensation Act, the Illinois Pension Code, any other statute or judicial decision.

(e) The indemnities in this section survive expiration or termination of this Agreement for matters occurring or arising during the term of this Agreement or as the result of or during Contractor's performance of Services beyond the term. Contractor acknowledges that the requirements set forth in this section to defend, indemnify, and hold harmless the City are apart from and not limited by the Contractor's duties under this Agreement, including the insurance requirements in Exhibit 5 of this Agreement.

3.8 Ownership of Documents

All Deliverables, data, findings or information in any form prepared, assembled or encountered by or provided to Contractor under this Agreement are property of the City, including, as further described in Section 3.9 below, all copyrights inherent in them or their preparation. Notwithstanding the foregoing, Contractor's Intellectual Property or Confidential Information shall remain Contractor's property. During performance of its Services, Contractor is responsible for any loss or damage to the Deliverables, data, findings or information while in Contractor's or any Subcontractor's possession. Any such lost or damaged Deliverables, data, findings or information must be restored at the expense of Contractor. If not restorable, Contractor must bear the cost of replacement and of any loss suffered by the City on account of the destruction, as provided in Section 3.7.

3.9 Copyright Ownership

Contractor and the City intend that, to the extent permitted by law, the Deliverables to be produced by Contractor at the City's instance and expense under this Agreement are conclusively

deemed "**works made for hire**" within the meaning and purview of Section 101 of the United States Copyright Act, 17 U.S.C. §101 *et seq.*, and that the City will be the sole copyright owner of the Deliverables and of all aspects, elements and components of them in which copyright can subsist, and of all rights to apply for copyright registration or prosecute any claim of infringement.

Except for Contractor's Intellectual Property, to the extent that any Deliverable does not qualify as a "work made for hire," Contractor hereby irrevocably grants, conveys, bargains, sells, assigns, transfers and delivers to the City, its successors and assigns, all right, title and interest in and to the copyrights and all U.S. and foreign copyright registrations, copyright applications and copyright renewals for them, and other intangible, intellectual property embodied in or pertaining to the Deliverables prepared for the City under this Agreement, and all goodwill relating to them, free and clear of any liens, claims or other encumbrances, to the fullest extent permitted by law.

3.10 Records and Audits

(a) **Records**

(i) Contractor must deliver or cause to be delivered to the City all documents, including all Deliverables prepared for the City under the terms of this Agreement, promptly in accordance with the time limits prescribed in this Agreement, and if no time limit is specified, then upon reasonable demand for them or upon termination or completion of the Services under this Agreement. If Contractor fails to make such delivery upon demand, then Contractor must pay to the City any damages the City may sustain by reason of Contractor's failure.

(ii) Contractor must maintain any such records including Deliverables not delivered to the City or demanded by the City for a period of 5 years after the final payment made in connection with this Agreement. Contractor must not dispose of such documents following the expiration of this period without notification of and written approval from the City in accordance with Article 11.

(b) **Audits**

(i) Contractor and any of Contractor's Subcontractors must furnish the Department with all reasonable information that may be requested pertaining to the performance and Fees for the Services. For any Services provided on a time and material basis, Contractor must maintain records showing actual time devoted and costs incurred. Contractor must keep books, documents, papers, records and accounts in connection with the Services open to audit, inspection, copying, abstracting and transcription and must make these records available to the City and any other interested governmental agency, at reasonable times during the performance of its Services.

(ii) To the extent that Contractor conducts any business operations separate and apart from the Services required under this Agreement using, for example, personnel,

equipment, supplies or facilities also used in connection with this Agreement, then Contractor must maintain and make similarly available to the City detailed records supporting Contractor's allocation to this Agreement of the costs and expenses attributable to any such shared usages to the extent relevant to the calculation of the Fees payable hereunder.

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

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

(v) The City may in its sole discretion audit the records of Contractor or its Subcontractors, or both, at any time during the term of this Agreement or within five years after the Agreement ends, in connection with the goods, work, or Services provided under this Agreement. Each calendar year or partial calendar year is considered an "audited period." If, as a result of any such audit, it is determined that Contractor or any of its Subcontractors has overcharged the City in the audited period, the City will notify Contractor. Contractor must then promptly reimburse the City for any amounts the City has paid Contractor due to the overcharges and also some or all of the cost of the audit, as follows:

A. If the audit has revealed overcharges to the City representing less than 5% of the total value, based on the Agreement prices, of the goods, work, or Services provided in the audited period, then the Contractor must reimburse the City for 50% of the cost of the audit up to a maximum of $5000.00;

B. If, however, the audit has revealed overcharges to the City representing 5% or more of the total value, based on the Agreement prices, of the goods, work, or Services provided in the audited period, then Contractor must reimburse the City for the full cost of the audit up to a maximum of $10,000.00.

C. If, however, the audit has revealed undercharges to the City, based on the Fees, of the goods, work, or Services provided in the audited period, then City must reimburse the Contractor for such undercharges.

Failure of Contractor to reimburse the City in accordance with subsection A or B above is an event of default under Section 9.1 of this Agreement, and Contractor will be liable for all of the City's costs of collection, including any court costs and attorneys' fees.

3.11 Confidentiality

(a) All Deliverables and reports, data, findings or information in any form prepared, assembled or encountered by or provided by Contractor solely for City under this Agreement but excluding Contractor's Intellectual Property and Contractor's Confidential Information, are property of the City and are confidential, except as specifically authorized in this Agreement or as may be required by law. Contractor must not allow the Deliverables to be made available to any other individual or organization without the prior written consent of the City. Further, all documents and other information provided to Contractor by the City are confidential and must not be made available to any other individual or organization without the prior written consent of the City. Contractor must implement such measures as may be necessary to ensure that its staff and its Subcontractors are bound by the confidentiality provisions in this Agreement.

(b) Contractor must not issue any publicity news releases or grant press interviews, and except as may be required by law during or after the performance of this Agreement, disseminate any information regarding its Services or the project to which the Services pertain without the prior written consent of the Commissioner.

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

(d) HIPAA and AIDS Confidentiality Act. To the extent not defined here the capitalized terms below and in Exhibit 6 will have the same meaning as set forth in the Health Insurance Portability and Accountability Act (Act). See 45 CFR parts 160, 162 and 164. Contractor and all its Subcontractors must comply with the Act and all rules and regulations applicable to it including the Privacy Rule, which sets forth the Standards for Privacy of Individually Identifiable Health Information at 45 CFR part 160 and part 164 subparts A and E; the Standards for Electronic Transactions, which are located at 45 CFR parts 160 and 162 and the Security Standards, which are located at 45 CFR parts 160, 162 and 164. Contractor must also comply with the Illinois AIDS Confidentiality Act (410 ILCS 305/1 through 16) and the rules and regulations of the Illinois Department of Public Health promulgated under it that are applicable to Contractor. If Contractor fails to comply with the applicable provisions under the ACT or the Illinois AIDS Confidentiality Act, such failure will constitute an event of default under this Agreement for which no opportunity for cure will be provided.

Additionally, if Contractor is a Business Associate it must comply with all requirements of the Act applicable to Business Associates including the provisions contained in Exhibit 6.

3.12 Assignments and Subcontracts

(a) Contractor must not assign, delegate or otherwise transfer all or any part of its rights or obligations under this Agreement: (i) unless otherwise provided for elsewhere in this Agreement; or (ii) without the express written consent of the Chief Procurement Officer and the Department. The absence of such a provision or written consent voids the attempted assignment, delegation or transfer and is of no effect as to the Services or this Agreement. No approvals given by the Chief Procurement Officer, including approvals for the use of any Subcontractors, operate to relieve Contractor of any of its obligations or liabilities under this Agreement.

(b) All Subcontractors who provide material Services are subject to the prior approval of the Chief Procurement Officer. Approval for the use of any Subcontractor who provides material performance of the Services is conditioned upon performance by the Subcontractor in accordance with the applicable terms and applicable conditions of this Agreement. If any Subcontractor fails to perform the Services in accordance with the terms and conditions of this Agreement that are applicable to the Subcontractor to the reasonable satisfaction of the Department, the City will bring such issues to the notice of Contractor, and the parties will work together in good faith to cure. If following these good faith effort, City continues to believe such Subcontractor cannot or will not observe or perform such terms and conditions, the City has the absolute right upon written notification to immediately rescind approval and to require the performance of this Agreement by Contractor personally or through any other City-approved Subcontractor. Any approval for the use of Subcontractors in the performance of the Services under this Agreement under no circumstances operates to relieve Contractor of any of its obligations or liabilities under this Agreement.

(c) Contractor, upon entering into any agreement with a Subcontractor, must notify upon request of the Chief Procurement Officer or the Department of such contract. Contractor must ensure that all Subcontractors perform the Services in strict accordance with the requirements of this Agreement, and are subject to the approval of the Department and the Chief Procurement Officer. If the agreements do not prejudice any of the City's rights under this Agreement, such agreements may contain different provisions than are provided in this Agreement with respect to extensions of schedule, time of completion, payments, guarantees and matters not affecting the quality of the Services.

(d) Contractor must not transfer or assign any funds or claims due or to become due under this Agreement without the prior written approval of the Chief Procurement Officer. The attempted transfer or assignment of any funds, either in whole or in part, or any interest in them, which are due or to become due to Contractor under this Agreement, without such prior written approval, has no effect upon the City.

(e) Under § 2-92-245 of the Municipal Code, the Chief Procurement Officer may make direct payments to Subcontractors for Services performed under this Agreement. Any such payment has the same effect as if the City had paid Contractor that amount directly. Such payment by the City to Contractor's Subcontractor under no circumstances operates to relieve Contractor of any of its obligations or liabilities under this Agreement. This section is solely for the benefit of the City and does not grant any third party beneficiary rights.

(f) The City reserves the right to assign or otherwise transfer all or any part of its interests under this Agreement to any successor.

(g) All Services or processing delivered pursuant to this Agreement may be performed, in whole or in part, by employees of Contractor or any Contractor wholly-owned subsidiaries ("Contractor Subsidiary") from any Contractor or Contractor Subsidiary location, including locations outside of the United States of America. Employees of a Contractor Subsidiary, wherever located, shall be permitted to, without limitation: (i) access computing devices used by Contractor to perform support functions for regular network and systems operations; (ii) perform development services; (iii) provide processing support and after hours processing fulfillment functions; and (iv) provide account support. If an employee of Contractor or any Contractor Subsidiary from a location outside the United States of America shall require access to any personally identifiable information ("PII") stored or maintained by Acxiom on behalf of City: (i) such access shall be limited to read-only access; (ii) such access shall only be permitted to the extent required to perform the Services or processing assigned to such employees; (iii) all PII shall remain housed at Contractor or Contractor Subsidiary facilities located within the United States of America; and (iv) Contractor will require all such employees to comply with the confidentiality and information security requirements of this Agreement. Any act or omission of a Contractor Subsidiary or its employee shall be deemed to be the act or omission of Contractor, for which Contractor will be liable in accordance with the terms of the Agreement.

This Section 3.12(g) is not intended to supersede any of Contractor's obligations or covenants relating to "Subcontractors," as defined under this Agreement, and whether a person or entity is deemed a "Contractor Subsidiary" under this Section 3.12(g) is of no effect with regard to that person's or entity's status as a "Subcontractor," and the Contractor's obligations or covenants with respect to that Subcontractor.

3.13 City's Policies and Procedures

Contractor covenants that it, the Contractor personnel, Subcontractor of Contractor and their respective employees, and all other agents and representatives of Contractor or its Subcontractors, shall at all times comply with and abide by all policies and procedures of City (as such exist or be revised or established by City from time to time) that reasonably pertain to Contractor in connection with Contractor' performance hereunder, including all such policies that pertain to conduct on City's premises, use or possession of contraband, or the access to, or security and confidentiality of, City's information technology, data, or resources, or related

systems, networks, equipment, property, or facilities. No such policies shall override the express provisions of this Agreement relating to ownership of Contractor' proprietary information. Written copies of such policies and procedures shall be provided to Contractor by City upon request. Prior to performing Services hereunder, each of the Contractor personnel who will have access to City's data, software, or Confidential Information shall execute a confidentiality agreement substantially equivalent to City's standard form confidentiality agreements attached hereto in Exhibit 12. Contractor shall issue to each Contractor personnel appropriate access mechanisms (e.g., access IDs, passwords and access cards), which mechanisms shall be used only by the specific individuals to whom issued. Contractor shall provide each Contractor personnel with only the level of access that is appropriate and required to perform the tasks and functions for which such person is responsible. Contractor shall, from time to time, and promptly upon City's request, provide City with an updated list of those Contractor personnel who have the highest level of access to City's systems, software and data. Contractor shall maintain and ensure the confidentiality and security of City's information systems, networks, software and data in accordance with the terms of this Agreement, and shall, in any event, treat all such materials with a level of security at least equivalent to that being maintained by: (i) City with respect to such materials; and (ii) Contractor with respect to its own similar systems and data. Contractor shall cooperate with City in ensuring Contractor's compliance with the policies and procedures described in this Section 3.14 and any violations or disregard of such policies or procedures shall, in addition to all other available rights and remedies of City, be cause for denial of access or use by the applicable Contractor personnel to City's information systems, networks, equipment, property and facilities.

Contractor must comply with all the requirements in the City's Information Security Policy and Application Security Policy contained in Exhibit 8 and Exhibit 9 respectively to the extent such policies are applicable to the Services provided by Contractor..

ARTICLE 4. DURATION OF AGREEMENT

4.1 Term of Performance

This Agreement takes effect as of the Effective Date and continues, except as provided under Sections 5.4 or Article 9, for five (5) years, and may be extended under Section 4.3.

4.2 Timeliness of Performance

(a) Contractor must provide the Services and Deliverables within the time limits required under any task order or request for services pursuant to the provisions of Section 3.1 and Exhibit 1, Schedule 2 Performance Credits. **Further, Contractor acknowledges that TIME IS OF THE ESSENCE and that the failure of Contractor to comply with the required time limits may result in economic or other losses to the City.**

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

4.3 Agreement Extension Option

This Agreement will be in effect for the dates indicated within this Agreement for a 60 month term. The Chief Procurement Officer may exercise the City's right to extend this Agreement following the expiration of the base Agreement term for up to two (2) optional extension periods of twenty-four (24) months each at the then current Fees plus COLA as defined in Exhibit 2, subject to acceptable performance by the Contractor and contingent upon the appropriation of sufficient funds for the procurement of services provided for in this Agreement. Notwithstanding the foregoing, City and Contractor may mutually agree to extend only partial Services under each extension period.

At least sixty (60) days prior to the expiration of the then current Agreement term, the Chief Procurement Officer will give the Contractor notice, in writing, that the City is exercising its option to renew the Agreement for the approaching option period. The date on which the Chief Procurement Officer gives notice is the date the notice is mailed, if it is mailed, or the date the notice is delivered, if sent by courier or messenger service.

With the same amount of notice as for options, the City reserves the right to extend the Agreement for a period of no more than ninety (90) calendar days, either in lieu of exercising an option period or following the exhaustion of all option periods, for the purpose of providing continuity of service while procuring a replacement contract.

ARTICLE 5. COMPENSATION

5.1 Basis of Payment

The City will pay Contractor according to the Schedule of Compensation in the attached Exhibit 2 for the completion of the Services in accordance with this Agreement, including the standard of performance in Section 3.3.

5.2 Method of Payment

Contractor must submit monthly invoices to the City for Fees billed, as outlined in the Schedule of Compensation in Exhibit 2. The invoices must be in such detail as the City requests. The City will process payment within 30 days after receipt of invoices and all supporting documentation necessary for the City to verify the Services provided under this Agreement.

5.3 Funding

The source of funds for payments under this Agreement is Fund number 100-994406-9165-0138. Payments under this Agreement must not exceed $15,677,393.00 without a written amendment in accordance with Section 10.3. Funding for this Agreement is subject to the availability of funds and their appropriation by the City Council of the City.

5.4 Non-Appropriation

If no funds or insufficient funds are appropriated and budgeted in any fiscal period of the City for payments to be made under this Agreement, then the City will notify Contractor 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 Contractor except that no payments will be made or due to Contractor under this Agreement beyond those amounts appropriated and budgeted by the City to fund payments under this Agreement.

5.5 Subcontractor Payments

Contractor must submit a status report of Subcontractor payments with each invoice for the duration of the Agreement on the "Subcontractor Payment Certification" form required by the City. The form can be downloaded from the City's website at http://egov.cityofchicago.org/webportal/COCWebPortal/COC_EDITORIAL/subcompliance.pdf. The statement must list the following for Contractor and for each Subcontractor and supplier for the period for which payment is requested:

(i) Total amount invoiced by the Contractor for the prior month;
(ii) The name of each particular Subcontractor or supplier utilized during the prior month;
(iii) Indication if the Subcontractor or supplier is acting as an MBE, WBE, DBE, or non-certified firm on this Agreement;
(iv) The vendor/supplier number of each Subcontractor or supplier;
(v) Total amount invoiced that is to be paid to each Subcontractor or supplier.

If a Subcontractor has satisfactorily completed its services, or provided specified materials in accordance with the requirements of the Agreement, Contractor must pay Subcontractor for such work or materials within fourteen (14) calendar days of Contractor receiving payment from the City.

5.6 Adjustment to Fees

The Fees and any other charges payable by the City under this Agreement shall not be subject to a cost of living or inflationary adjustment during the Term, provided however

exercised of any extension option in Section 4.3 shall be subject to a cost of living or inflationary adjustment.

5.7 Unused Performance Credits

Any unused performance credits for failure to meet Service Levels as outlined in the Schedule 2 to the Statement of Work, shall be used against future payments issued to the City by Contractor pursuant to this Agreement, and shall be (1) offset against any costs becoming due in the 30 day period following the date upon which such credit is issued or (2) upon the expiration of this Agreement, if no further costs are or will be becoming due and owing, paid to City by Contractor within sixty (60) days of the expiration of this Agreement or termination of this Agreement for any reasons.

5.8 Termination for Nonpayment of Undisputed Fees

Notwithstanding anything contained herein to the contrary, Contractor may, by giving written notice to City, terminate this Agreement as of the termination date specified in the termination notice if City fails to: (a) pay when due undisputed Fees under this Agreement; and (b) make payment of such Fees within sixty (60) days of City's receipt of written notice from Contractor of the failure to make such payment provided however and notwithstanding Section 6.1 of this Agreement, prior to terminating this Agreement a senior executive for both City and Contractor shall meet within seven (7) business days of the termination date specified in the termination notice to City to discuss in good faith City's failure to make payment .

ARTICLE 6. DISPUTES

6.1 Disputes

Except as otherwise provided in this Agreement, Contractor must and the City may bring any dispute arising under this Agreement which is not resolved by the parties to the Chief Procurement Officer for decision based upon the written submissions of the parties. (A copy of the "Regulations of the Department of Procurement Services for Resolution of Disputes between Contractors and the City of Chicago" is available in City Hall, 121 N. LaSalle Street, Room 301, Bid and Bond Room, Chicago, Illinois 60602.) The Chief Procurement Officer will issue a written decision and send it to the Contractor by mail. The decision of the Chief Procurement Officer is final and binding. The sole and exclusive remedy to challenge the decision of the Chief Procurement Officer is judicial review of the decision to the Circuit Court of Cook County or any other court.

6.2 No Termination or Suspension of Services

Except as otherwise specified herein, and even if any dispute arises between the parties and regardless of whether or not it requires at any time the use of the dispute resolution

procedures described above, in no event shall Contractor interrupt the provision of Services to the City, disable the mainframe and/or websites or any portion thereof or any other deliverable hereunder, or perform any other action that prevents, slows down, or reduces in any way the provision of the Services or the City's ability to utilize the mainframe and/or websites, unless (i) authority to do so is granted by the City in writing or conferred by a court of competent jurisdiction; (ii) for nonpayment by City as specified in Section 5.8; or (iii) this Agreement has been terminated pursuant to Article 9.

ARTICLE 7. COMPLIANCE WITH ALL LAWS

7.1 Compliance with All Laws Generally

(a) Contractor must observe and comply with all applicable federal, state, county and municipal laws, statutes, ordinances and executive orders, in effect now or later and whether or not they appear in this Agreement, including those set forth in this Article 7, and Contractor must pay all taxes and obtain all licenses, certificates and other authorizations required by them. Contractor must require all Subcontractors to do so, also. Further, Contractor must execute an Economic Disclosure Statement and Affidavit ("**EDS**") in the form attached to this Agreement as Exhibit 4. Notwithstanding acceptance by the City of the EDS, Contractor's failure in the EDS to include all information required under the Municipal Code renders this Agreement voidable at the option of the City. Contractor must promptly update its EDS(s) on file with the City whenever any information or response provided in the EDS(s) is no longer complete and accurate.

(b) Notwithstanding anything in this Agreement to the contrary, references to a statute or law are considered to be a reference to (i) the statute or law as it may be amended from time to time; (ii) all regulations and rules pertaining to or promulgated pursuant to the statute or law; and (iii) all future statutes, laws, regulations, rules and executive orders pertaining to the same or similar subject matter.

The Contractor understands and will abide by the terms of Chapter 2-55 of the Municipal Code of Chicago.

The Contractor will comply with Section 2-154-020 of the Municipal Code of Chicago.

Failure by the Contractor or any controlling person (as defined in Section 1-23-010 of the Municipal Code of Chicago) thereof to maintain eligibility to do business with the City of Chicago as required by Section 1-23-030 of the Municipal Code of Chicago shall be grounds for termination of this Agreement.

7.2 Nondiscrimination

(a) **Contractor**

Contractor must comply with applicable federal, state, and local laws and related regulations prohibiting discrimination against individuals and groups. If this Agreement is federally funded in whole or in part, additional provisions related to nondiscrimination may be set forth..

(i) **Federal Requirements**

Contractor must not engage in unlawful employment practices, such as (1) failing or refusing to hire or discharging any individual, or otherwise discriminating against any individual with respect to compensation or the terms, conditions, or privileges of the individual's employment, because of the individual's race, color, religion, sex, age, handicap/disability or national origin; or (2) limiting, segregating or classifying Contractor's employees or applicants for employment in any way that would deprive or tend to deprive any individual of employment opportunities or otherwise adversely affect the individual's status as an employee, because of the individual's race, color, religion, sex, age, handicap/disability or national origin.

Contractor must comply with, and the procedures Contractor utilizes and the Services Contractor provides under this Agreement must comply with, the Civil Rights Act of 1964, 42 U.S.C. sec. 2000e *et seq.* (1981), as amended and the Civil Rights Act of 1991, P.L. 102-166. Attention is called to: Exec. Order No. 11246, 30 Fed. Reg. 12,319 (1965), reprinted in 42 U.S.C. 2000e note, as amended by Exec. Order No. 11375, 32 Fed. Reg. 14,303 (1967) and by Exec. Order No. 12086, 43 Fed. Reg. 46,501 (1978); Age Discrimination Act, 42 U.S.C. §§ 6101-6106 (1981); Age Discrimination in Employment Act, 29 U.S.C. §§621-34; Rehabilitation Act of 1973, 29 U.S.C. §§ 793-794 (1981); Americans with Disabilities Act, 42 U.S.C. §12101 *et seq.*; 41 C.F.R. Part 60 *et seq.* (1990); and all other applicable federal statutes, regulations and other laws.

(ii) **State Requirements**

Contractor must comply with, and the procedures Contractor utilizes and the Services Contractor provides under this Agreement must comply with, the Illinois Human Rights Act, 775 ILCS 5/1-101 *et seq.* (1990), as amended and any rules and regulations promulgated in accordance with it, including the Equal Employment Opportunity Clause, 44 Ill. Admin. Code § 750 Appendix A. Furthermore, Contractor must comply with the Public Works Employment Discrimination Act, 775 ILCS 10/0.01 *et seq.* (1990), as amended, and all other applicable state statutes, regulations and other laws.

(iii) **City Requirements**

Contractor must comply with, and the procedures Contractor utilizes and the Services Contractor provides under this Agreement must comply with, the Chicago

Human Rights Ordinance, ch. 2-160, Section 2-160-010 *et seq.* of the Municipal Code of Chicago (1990), as amended, and all other applicable City ordinances and rules.

(b) **Subcontractors**

Contractor must incorporate all of this Section 7.2 by reference in all agreements entered into with any suppliers of materials, furnisher of services, Subcontractors of any tier, and labor organizations that furnish skilled, unskilled and craft union skilled labor, or that may provide any such materials, labor or services in connection with this Agreement. Further, Contractor must furnish and must cause each of its Subcontractor(s) to furnish such reports and information as requested by the federal, state, and local agencies charged with enforcing such laws and regulations, including the Chicago Commission on Human Relations.

7.3 Inspector General

It is the duty of any bidder, proposer or Contractor, all Subcontractors, every applicant for certification of eligibility for a City contract or program, and all officers, directors, agents, partners and employees of any bidder, proposer, Contractor, Subcontractor or such applicant to cooperate with the Inspector General in any investigation or hearing undertaken pursuant to Chapter 2-56 of the Municipal Code. Contractor understands and will abide by all provisions of Chapter 2-56 of the Municipal Code. All subcontracts must inform Subcontractors of the provision and require understanding and compliance with it.

7.4 Office of Compliance

It is the duty of any bidder, proposer, Contractor, Contractor, all Subcontractors, and every applicant for certification of eligibility for a City Agreement or program, and all officers, directors, agents, partners and employees of any bidder, proper, consultant or such applicant to cooperate with the Office of Compliance in any investigation or audit pursuant to Chapter 2-26 of the Municipal Code of Chicago. The Contractor understands and will abide by all provisions of Chapter 2-26 of the Municipal Code of Chicago. All subcontracts will inform Subcontractors of this provision and require understanding and compliance with it.

7.5 MacBride Ordinance

The City of Chicago through the passage of the MacBride Principles Ordinance seeks to promote fair and equal employment opportunities and labor practices for religious minorities in Northern Ireland and provide a better working environment for all citizens in Northern Ireland.

In accordance with Section 2-92-580 of the Municipal Code of the City of Chicago, if Contractor conducts any business operations in Northern Ireland, the Contractor must make all reasonable and good faith efforts to conduct any business operations in Northern Ireland in accordance with the MacBride Principles for Northern Ireland as defined in Illinois Public Act 85-1390 (1988 Ill. Laws 3220).

The provisions of this Section 7.5 do not apply to contracts for which the City receives funds administered by the United States Department of Transportation, except to the extent Congress has directed that the Department of Transportation not withhold funds from states and localities that choose to implement selective purchasing policies based on agreement to comply with the MacBride Principles for Northern Ireland, or to the extent that such funds are not otherwise withheld by the Department of Transportation.

7.6 Business Relationships with Elected Officials

Pursuant to § 2-156-030(b) of the Municipal Code , it is illegal for any elected official of the City, or any person acting at the direction of such official, to contact, either orally or in writing, any other City official or employee with respect to any matter involving any person with whom the elected official has a business relationship, or to participate in any discussion in any City Council committee hearing or in any City Council meeting or to vote on any matter involving the person with whom an elected official has a business relationship. **Violation of Section 2-156-030(b) by any elected official with respect to this Agreement is grounds for termination of this Agreement.** The term business relationship is defined as set forth in § 2-156-080 of the Municipal Code.

Section 2-156-080 defines a "**business relationship**" as any contractual or other private business dealing of an official, or his or her spouse, or of any entity in which an official or his or her spouse has a financial interest, with a person or entity which entitles an official to compensation or payment in the amount of $2,500 or more in a calendar year; provided, however, a financial interest shall not include: (i) any ownership through purchase at fair market value or inheritance of less than one percent of the share of a corporation, or any corporate subsidiary, parent or affiliate thereof, regardless of the value of or dividends on such shares, if such shares are registered on a securities exchange pursuant to the Securities Exchange Act of 1934, as amended; (ii) the authorized compensation paid to an official or employee for his office or employment; (iii) any economic benefit provided equally to all residents of the City; (iv) a time or demand deposit in a financial institution; or (v) an endowment or insurance policy or annuity contract purchased from an insurance company. A "contractual or other private business dealing" shall not include any employment relationship of an official's spouse with an entity when such spouse has no discretion concerning or input relating to the relationship between that entity and the City.

7.7 Chicago "Living Wage" Ordinance

(a) Section 2-92-610 of the Municipal Code provides for a living wage for certain categories of workers employed in the performance of City contracts, specifically non-City employed security guards, parking attendants, day laborers, home and health care workers, cashiers, elevator operators, custodial workers and clerical workers ("**Covered Employees**"). Accordingly, pursuant to Section 2-92-610 and regulations promulgated under it:

(i) If Contractor has 25 or more full-time employees, and

(ii) If at any time during the performance of this Agreement, Contractor and/or any Subcontractor or any other entity that provides any portion of the Services (collectively "**Performing Parties**") uses 25 or more full-time security guards, or any number of other full-time Covered Employees, then

(iii) Contractor must pay its Covered Employees, and must ensure that all other Performing Parties pay their Covered Employees, not less than the minimum hourly rate as determined in accordance with this provision (the "**Base Wage**") for all Services performed under this Agreement.

(b) Contractor's obligation to pay, and to ensure payment of, the Base Wage will begin at any time during the term of this Agreement when the conditions set forth in (a)(i) and (a)(ii) above are met, and will continue until the end of the term of this Agreement.

(c) As of July 1, 2011, the Base Wage is $11.18 per hour, and each July 1 thereafter, the Base Wage will be adjusted using the most recent federal poverty guidelines for a family of four as published annually by the U.S. Department of Health and Human Services, to constitute the following: the poverty guidelines for a family of four divided by 2000 hours or the current base wage, whichever is higher. The currently applicable Base Wage is available from the Department of Procurement Services. At all times during the term of this Agreement, Contractor and all other Performing Parties must pay the Base Wage (as adjusted in accordance with the above). If the payment of prevailing wages is required for Services done under this Agreement, and the prevailing wages for Covered Employees are higher than the Base Wage, then Contractor and all other Performing Parties must pay the prevailing wage rates.

(d) Contractor must include provisions in all subcontracts requiring its Subcontractors to pay the Base Wage to Covered Employees. Contractor agrees to provide the City with documentation acceptable to the Chief Procurement Officer demonstrating that all Covered Employees, whether employed by Contractor or by a Subcontractor, have been paid the Base Wage, upon the City's request for such documentation. The City may independently audit Contractor and/or Subcontractors to verify compliance with this section. Failure to comply with the requirements of this section will be an event of default under this Agreement, and further, failure to comply may result in ineligibility for any award of a City contract or subcontract for up to 3 years.

(e) Not-for-Profit Corporations: If Contractor is a corporation having federal tax-exempt status under Section 501(c)(3) of the Internal Revenue Code and is recognized under Illinois not-for-profit law, then the provisions of subsections (a) through (d) above do not apply.

7.8 Environmental Warranties and Representations

In accordance with Section 11-4-1600(e) of the Municipal Code of Chicago, Contractor

warrants and represents that it, and to the best of its knowledge, its subcontractors have not violated and are not in violation of the following sections of the Code (collectively, the Waste Sections):

7-28-390 Dumping on public way;
7-28-440 Dumping on real estate without permit;
11-4-1410 Disposal in waters prohibited;
11-4-1420 Ballast tank, bilge tank or other discharge;
11-4-1450 Gas manufacturing residue;
11-4-1500 Treatment and disposal of solid or liquid waste;
11-4-1530 Compliance with rules and regulations required;
11-4-1550 Operational requirements; and
11-4-1560 Screening requirements.

During the period while this Agreement is executory, Contractor's or any subcontractor's violation of the Waste Sections, whether or not relating to the performance of this Agreement, constitutes a breach of and an event of default under this Agreement, for which the opportunity to cure, if curable, will be granted only at the sole discretion of the Chief Procurement Officer. Such breach and default entitles the City to all remedies under the Agreement, at law or in equity.

This section does not limit Contractor's and its subcontractors duty to comply with all applicable federal, state, county and municipal laws, statutes, ordinances and executive orders, in effect now or later, and whether or not they appear in this Agreement.

Non-compliance with these terms and conditions may be used by the City as grounds for the termination of this Agreement, and may further affect Contractor's eligibility for future contract awards.

7.9 Prohibition on Certain Contributions

Contractor agrees that Contractor, any person or entity who directly or indirectly has an ownership or beneficial interest in Contractor of more than 7.5 percent ("**Owners**"), spouses and domestic partners of such Owners, Contractor's subcontractors, any person or entity who directly or indirectly has an ownership or beneficial interest in any subcontractor of more than 7.5 percent ("**Sub-owners**") and spouses and domestic partners of such Sub-owners (Contractor and all the other preceding classes of persons and entities are together, the "**Identified Parties**"), shall not make a contribution of any amount to the Mayor of the City of Chicago ("**Mayor**") or to his political fundraising committee (i) after execution of this Agreement by Contractor, (ii) while this Agreement or any Other Contract is executory, (iii) during the term of this Agreement or any Other Contract between Contractor and the City, or (iv) during any period while an extension of this Agreement or any Other Contract is being sought or negotiated.

Contractor represents and warrants that since the date of public advertisement of the

specification, request for qualifications, request for proposals or request for information (or any combination of those requests) or, if not competitively procured, from the date the City approached Contractor or the date Contractor approached the City, as applicable, regarding the formulation of this Agreement, no Identified Parties have made a contribution of any amount to the Mayor or to his political fundraising committee.

Contractor agrees that it shall not: (a) coerce, compel or intimidate its employees to make a contribution of any amount to the Mayor or to the Mayor's political fundraising committee; (b) reimburse its employees for a contribution of any amount made to the Mayor or to the Mayor's political fundraising committee; or (c) bundle or solicit others to bundle contributions to the Mayor or to his political fundraising committee.

Contractor agrees that the Identified Parties must not engage in any conduct whatsoever designed to intentionally violate this provision or Mayoral Executive Order No. 11-4 or to entice, direct or solicit others to intentionally violate this provision or Mayoral Executive Order No. 11-4.

Contractor agrees that a violation of, non-compliance with, misrepresentation with respect to, or breach of any covenant or warranty under this provision or violation of Mayoral Executive Order No. 11-4 constitutes a breach and default under this Agreement, and under any Other Contract for which no opportunity to cure will be granted. Such breach and default entitles the City to all remedies (including without limitation termination for default) under this Agreement, under Other Contract, at law and in equity. This provision amends any Other Contract and supersedes any inconsistent provision contained therein.

If Contractor violates this provision or Mayoral Executive Order No. 11-4 prior to award of the Agreement resulting from this specification, the Chief Procurement Officer may reject Contractor's bid.

For purposes of this provision:

"Bundle" means to collect contributions from more than one source which are then delivered by one person to the Mayor or to his political fundraising committee.

"Other Contract" means any other agreement with the City of Chicago to which Contractor is a party that is (i) formed under the authority of chapter 2-92 of the Municipal Code of Chicago; (ii) entered into for the purchase or lease of real or personal property; or (iii) for materials, supplies, equipment or services which are approved or authorized by the city council.
"Contribution" means a "political contribution" as defined in Chapter 2-156 of the Municipal Code of Chicago, as amended.

Individuals are "Domestic Partners" if they satisfy the following criteria:

(A) they are each other's sole domestic partner, responsible for each other's common welfare; and

(B) neither party is married; and

(C) the partners are not related by blood closer than would bar marriage in the State of Illinois; and

(D) each partner is at least 18 years of age, and the partners are the same sex, and the partners reside at the same residence; and

(E) two of the following four conditions exist for the partners:

1. The partners have been residing together for at least 12 months.
2. The partners have common or joint ownership of a residence.
3. The partners have at least two of the following arrangements:
   a. joint ownership of a motor vehicle;
   b. a joint credit account;
   c. a joint checking account;
   d. a lease for a residence identifying both domestic partners as tenants.
4. Each partner identifies the other partner as a primary beneficiary in a will.

"Political fundraising committee" means a "political fundraising committee" as defined in Chapter 2-156 of the Municipal code of Chicago, as amended."

7.10 Firms Owned or Operated by Individuals with Disabilities

The City encourages consultants to use Subcontractors that are firms owned or operated by individuals with disabilities, as defined by Section 2-92-586 of the Municipal Code of the City of Chicago, where not otherwise prohibited by federal or state law.

7.11 Deemed Inclusion

Provisions required by law, ordinances, rules, regulations, or executive orders to be inserted in this Agreement are deemed inserted in this Agreement whether or not they appear in this Agreement or, upon application by either party, this Agreement will be amended to make the insertion; however, in no event will the failure to insert the provisions before or after this Agreement is signed prevent its enforcement.

7.12 False Statements

(a) 1-21-010 False Statements

Any person who knowingly makes a false statement of material fact to the city in violation of any statute, ordinance or regulation, or who knowingly falsifies any statement of material fact made in connection with an application, report,

affidavit, oath, or attestation, including a statement of material fact made in connection with a bid, proposal, contract or economic disclosure statement or affidavit, is liable to the city for a civil penalty of not less than $500.00 and not more than $1,000.00, plus up to three times the amount of damages which the city sustains because of the person's violation of this section. A person who violates this section shall also be liable for the city's litigation and collection costs and attorney's fees.

The penalties imposed by this section shall be in addition to any other penalty provided for in the municipal code. (Added Coun. J. 12-15-04, p. 39915, § 1)

(b) 1-21-020 Aiding and abetting.

Any person who aids, abets, incites, compels or coerces the doing of any act prohibited by this chapter shall be liable to the city for the same penalties for the violation. (Added Coun. J. 12-15-04, p. 39915, § 1)

(c) 1-21-030 Enforcement.

In addition to any other means authorized by law, the corporation counsel may enforce this chapter by instituting an action with the department of administrative hearings. (Added Coun. J. 12-15-04, p. 39915, § 1)

ARTICLE 8. SPECIAL CONDITIONS

8.1 Warranties and Representations

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

(a) warrants that Contractor 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 Contractor is not appropriately licensed;

(b) warrants it is financially solvent; it and each of its employees, agents and Subcontractors of any tier are competent to perform the Services required under this Agreement; and Contractor is legally authorized to execute and perform or cause to be performed this Agreement under the terms and conditions stated in this Agreement;

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

(d) warrants that Contractor and its Subcontractors are not in default at the time this Agreement is signed, and have not been deemed 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 City ;

(e) 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 Contractor warrants it can and will perform, or cause to be performed, the Services in strict accordance with the provisions and requirements of this Agreement;

(f) represents that Contractor and, to the best of its knowledge, its Subcontractors are not in violation of the provisions of § 2-92-320 of the Municipal Code , and in connection with it, and additionally in connection with the Illinois Criminal Code, 720 ILCS 5/33E as amended, and the Illinois Municipal Code, 65 ILCS 5/11-42.1-1;

(g) 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 9.2 and 9.3 of this Agreement; and

(h) warrants and represents that neither Contractor nor an Affiliate of Contractor (as defined below) appears on the Specially Designated Nationals List, the Denied Persons List, the unverified List, the Entity List, or the Debarred List as maintained by the Office of Foreign Assets Control of the U.S. Department of the Treasury or by the Bureau of Industry and Security of the U.S. Department of Commerce (or their successors), or on any other list of persons or entities with which the City may not do business under any applicable law, rule, regulation, order or judgment. "Affiliate of Contractor"means a person or entity that directly (or indirectly through one or more intermediaries) controls, is controlled by or is under common control with Contractor. A person or entity will be deemed to be controlled by another person or entity if it is controlled in any manner whatsoever that results in control in fact by that other person or entity (either acting individually or acting jointly or in concert with others) whether directly or indirectly and whether through share ownership, a trust, a contract or otherwise.

(i) warrants that Contractor is ready, willing and able to perform as of the effective date of this Agreement the Services as described in Exhibit 1.

8.2 Ethics

(a) In addition to the foregoing warranties and representations, Contractor warrants:

(i) no officer, agent or employee of the City is employed by Contractor 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 established under Chapter 2-156 of the Municipal Code .

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

(b) Contractor further acknowledges that any Agreement entered into, negotiated or performed in violation of any of the provisions of Chapter 2-156 is voidable as to the City.

8.3 Joint and Several Liability

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

8.4 Business Documents

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

8.5 Conflicts of Interest

(a) No member of the governing body of the City or other unit of government and no other officer, employee or agent of the City 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 alderman of the City or City employee is allowed to be admitted to any share or part of this Agreement or to any financial benefit to arise from it.

(b) Contractor represents that it, and to the best of its knowledge, its Subcontractors if any (Contractor and Subcontractors will be collectively referred to in this Section 8.5 as "**Consulting Parties**"), presently have no direct or indirect interest and will not acquire any direct or indirect interest in any project or contract that would conflict in any manner or degree with the performance of its Services under this Agreement.

(c) Upon the request of the City, Consulting Parties must disclose to the City their past client lists and the names of any clients with whom they have an ongoing relationship. Consulting Parties are not permitted to perform any Services for the City on applications or other documents submitted to the City by any of Consulting Parties' past or present clients. If Consulting Parties become aware of a conflict, they must immediately stop work on the assignment causing the conflict and notify the City.

(d) Without limiting the foregoing, if the Consulting Parties assist the City 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 City 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.

(e) Further, Consulting Parties must not assign any person having any conflicting interest to perform any Services under this Agreement or have access to any confidential information, as described in Section 3.11 of this Agreement. If the City, by the Commissioner in his reasonable judgment, determines that any of Consulting Parties' services for others conflict with the Services that Consulting Parties are to render for the City under this Agreement, Consulting Parties must terminate such other services immediately upon request of the City.

(f) Furthermore, if any federal funds are to be used to compensate or reimburse Contractor under this Agreement, Contractor 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, Contractor must execute a Certification Regarding Lobbying, which is part of the EDS and incorporated by reference as if fully set forth here.

8.6 Non-Liability of Public Officials

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

8.7 EDS / Certification Regarding Suspension and Debarment

Contractor certifies, as further evidenced in the EDS attached as Exhibit 4, by its acceptance of this Agreement that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency. Contractor further agrees by executing this Agreement that it will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts and subcontracts. If Contractor or any lower tier participant is unable to certify to this statement, it must attach an explanation to the Agreement.

ARTICLE 9. EVENTS OF DEFAULT, REMEDIES, TERMINATION, SUSPENSION, RIGHT TO OFFSET, AND LIMITATION OF LIABILITY

9.1 Events of Default Defined

The following constitute events of default:

(a) Any material misrepresentation, whether negligent or willful and whether in the inducement or in the performance, made by Contractor to the City.

(b) Contractor's failure to perform any of its material obligations under this Agreement including the following:

(i) Failure to perform the Services with sufficient personnel and equipment or with sufficient material to ensure the timely performance of the Services according to the Service Levels specified in Exhibit 1 and provided however the failure to perform is not due to an Excused Performance Problem;

(ii) Failure to have and maintain all professional licenses required by law to perform the Services;

(iii) Failure to timely perform the Services according to the Service Levels specified in Exhibit 1 and provided however the failure to perform is not due to an Excused Performance Problem;

(iv) Failure to perform the Services as a result of insolvency, filing for bankruptcy or assignment for the benefit of creditors;

(v) Failure to promptly re-perform, as required, within a reasonable time and at no cost to the City, Services according to the Service Levels specified in Exhibit 1 and provided however the failure to perform is not due to an Excused Performance Problem;

(vi) Discontinuance of the Services for reasons within Contractor's reasonable control;

(vii) Failure to comply with Section 7.1 in the performance of the Agreement; and

(viii) Any other acts specifically stated in this Agreement as constituting an act of default.

(c) Any assignment of this Agreement without the prior written approval of the Chief Procurement Officer (when such prior approval is permissible by law), which approval the Chief Procurement Officer will not unreasonably withhold.

(d) Contractor's default under any other agreement it may presently have or may enter into with the City for the duration of this Agreement. Contractor acknowledges that in the event of a default under this Agreement the City may also declare a default under any such other agreements.

(e) Contractor's violation of City ordinance(s) unrelated to performance under the Agreement such that, in the opinion of the Chief Procurement Officer, it indicates a willful or reckless disregard for City laws and regulations.

(f) Contractor's failure to update its EDS to reflect any changes in information, including changes in ownership, and to provide it to the City as provided under Section 7.1(a).

9.2 Remedies

(a) Notices. Upon the occurrence of any event of default, except in cases of dishonesty, fraud, or misrepresentation of material fact in which case the Chief Procurement Officer may in its sole discretion issue a Default Notice, the Chief Procurement Officer will give Contractor written notice of the default in the form of a cure notice ("**Cure Notice**") . If Contractor fails to cure any event of default within 30 days of receiving such Cure Notice, unless extended by the Chief Procurement Officer as specified in the Cure Notice, the Chief Procurement Officer may in his sole discretion issue 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 is final and effective upon giving the notice.

(b) Exercise of Remedies. After Contractor's failure to cure a Cure Notice, the City may invoke any or all of the following remedies:

(i) The right to take over and complete the Services, or any part of them, at Contractor's expense and as agent for Contractor, either directly or through others, and bill Contractor for the cost of the Services, and Contractor must pay the difference between the total amount of this bill and the amount the City would have paid Contractor under the terms and conditions of this Agreement for the Services that were assumed by the City as agent for Contractor under this Section 9.2;

(ii) The right to terminate this Agreement as to any or all of the Services yet to be performed effective at a time specified by the City;

(iii) The right to seek specific performance, an injunction or any other appropriate equitable remedy;

(iv) The right to seek money damages;

(v) The right to withhold all or any part of Contractor's compensation under this Agreement;

(vi) The right to deem Contractor non-responsible in future contracts to be awarded by the City;

(vii) The right to declare default on any other contract or agreement Contractor may have with the City.

(c) City's Reservation of Rights. If the Chief Procurement Officer considers it to be in the City'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 City and that if the City permits Contractor to continue to provide the Services despite one or more events of default, Contractor is in no way relieved of any of its responsibilities, duties or obligations under this Agreement, nor does the City waive or relinquish any of its rights.

(d) Non-Exclusivity of Remedies. 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 City considers expedient.

(e) Limitation of Liability

(i) Notwithstanding anything contained herein to the contrary, each party's liability hereunder will be limited to direct damages incurred by the other party for each event which is the subject matter of a claim or cause of action. As used herein, "direct damages" mean actual, direct damages incurred by the claiming party which include by way of example but are not limited to: (a) the costs of cover incurred by City to obtain services which are the same as or substantially similar to the Services: (b) the costs to correct any deficiencies in the Services rendered by Contractor; (c) the costs incurred by City to transition to another provider of information management and communication services and/or to take some or all of such functions and responsibilities in-house; and (d) the difference in the amounts to be paid to Contractor hereunder and the charges to be paid to such other provider and/or the costs of providing such functions, responsibilities and tasks in-house. IN NO EVENT WILL EITHER PARTY BE LIABLE UNDER THIS AGREEMENT FOR ANY CONSEQUENTIAL, SPECIAL, EXEMPLARY, PUNITIVE, MULTIPLE OR INDIRECT DAMAGES, INCLUDING BUT NOT LIMITED TO LOST PROFIT, REVENUE OR INTEREST, EVEN IF THE LIABLE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES.

(ii) Notwithstanding anything herein to the contrary, the total liability of a party under or in connection with this Agreement will be limited to the Fees paid by City to Contractor hereunder in the six (6) months immediately preceding the date the claim arose (the "Liability Cap") Notwithstanding the foregoing, such Liability Cap shall not apply with respect to: (a) failure to pay Fees for the Services; (b) Termination Charges set forth in Exhibit 2; (c) damages incurred as a direct result of willful misconduct or gross negligence (defined as the intentional failure to perform a manifest duty in reckless disregard of the consequences ("Gross Negligence") of a party and; (d) claims that are the subject of indemnification as provided in Section 3.7.

9.3 Early Termination

(a) In addition to termination under Sections 9.1 and 9.2 of this Agreement, the City may terminate this Agreement in full at any time by providing 90 days notice in writing from the City to Contractor and on the effective date of termination paying the Termination Fees specified in Exhibit 2 Schedule of Compensation. The City will give notice to Contractor in accordance with the provisions of Article 11. The effective date of termination will be the date the notice is received by Contractor or the date stated in the notice, whichever is later. If the City elects to terminate this Agreement, 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 City effective 10 days after receipt of payment of all outstanding Fees payable under the Agreement.

(b) If the City'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.

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

(d) If the City'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.

9.4 Suspension

The City may at any time request that Contractor suspend its Services, or any part of them, by giving 15 days prior written notice to Contractor or upon informal oral, or even no notice, in the event of emergency. Contractor costs incurred during the suspension period will be due and payable upon resumption of services. Contractor 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 Contractor when necessary for continuation or completion of Services. Any additional costs or expenses actually incurred by Contractor as a result of recommencing the Services must be treated in accordance with the compensation provisions under Article 5 of this 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, Contractor by written notice to the City may treat the suspension as an early termination of this Agreement under Section 9.3.

9.5 Right to Offset

(a) In connection with Contractor's performance under this Agreement, the City may offset any incremental costs and other damages the City incurs subject to the Liability Caps herein except with respect to 2-92-380 of the Municipal Code in any or all of the following circumstances:

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

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

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

The City may offset these incremental costs and other damages by use of any payment due for Services completed before the City terminated this Agreement or before the City exercised any remedies. If the amount offset is insufficient to cover those incremental costs and other damages, Contractor is liable for and must promptly remit to the City 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 City.

(b) As provided under § 2-92-380 of the Municipal Code, the City may set off from Contractor's compensation under this Agreement an amount equal to the amount of the fines and penalties for each *outstanding parking violation complaint* and the amount of any *debt* owed by Contractor to the City as those italicized terms are defined in the Municipal Code. For clarification, no such right to offset under this Section 9.5(b) shall be subject to any limitation of liability caps contained in this Agreement.

(c) In connection with any liquidated or unliquidated claims against Contractor, and without breaching this Agreement, the City may set off a portion of the price or compensation due under this Agreement in an amount equal to the amount of any liquidated or unliquidated

claims that the City has against Contractor unrelated to this Agreement. When the City's claims against Contractor are finally adjudicated in a court of competent jurisdiction or otherwise resolved, the City will reimburse Contractor to the extent of the amount the City has offset against this Agreement inconsistently with such determination or resolution.

(d) Notwithstanding the provisions of this Section to the contrary, no such debit(s) or outstanding violation complaint(s) may be offset from the Fees or any other compensation due Contractor under this Agreement if one or more of the following conditions are met:

(i) Contractor has entered into an agreement with the Department of Revenue, or other appropriate department of the City for the payment of all outstanding parking complaints and/or debts owed to City and Contractor is in compliance with such agreement;

(ii) Contractor is contesting liability or the amount of the debt in a pending administrative or judicial proceeding; or

(iii) Contractor has filed a petition in bankruptcy and the debts owed City are dischargeable in bankruptcy.

9.6 Disengagement

(a) Transition

Upon termination of this Agreement for any reason, Contractor shall provide to City, at City's request and sole discretion, the staff and transition services reasonably necessary for City to effect an orderly transition to City, or to a third party designated by City, of the Services affected by such termination ("Transfer Assistance Services"). Vendor shall provide Transfer Assistance Services for a period of 90 days following termination, or such shorter period or periods as City may request (the "Transfer Assistance Period"). Contractor and City may, by mutual agreement, extend any Transfer Assistance Period. Contractor shall provide Transfer Assistance Services at one hundred and fifty percent (150%) of the hourly rates set forth in Exhibit 2 Schedule of Compensation ("Transfer Assistance Services Fees"). Notwithstanding anything contained herein to the contrary, during the Transfer Assistance Period, City shall in addition to any Transfer Assistance Services Fees, continue to pay Contractor the monthly Fees as specified in Exhibit 2 Schedule of Compensation provided however if Contractor terminate Services under Section 5.8, Contractor may in its sole discretion require City to pay Fee and Transfer Assistance Services Fees in advance.

(b) Disengagement Plan

The parties and if City elects to engage one, the third-party service provider designated by City as the party to whom responsibility for the Services shall be transitioned shall confer and negotiate in good faith to reach mutual agreement on and execute within thirty (30) calendar days after the Transfer Assistance Period a reasonably detailed Disengagement Transition Plan ("Disengagement Transition Plan"). For the avoidance of doubt, City owns developing the

Disengagement Transition Plan.

(c) Disengagement Materials

At any time whether or not during Transfer Assistance Period upon City's request Contractor shall deliver to City any Deliverables not previously provided by Contractor to City.

ARTICLE 10. GENERAL CONDITIONS

10.1 Entire Agreement

(a) General

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

(b) No Collateral Agreements

Contractor acknowledges that, except only for those representations, statements or promises 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 City, its officials, agents or employees, has induced Contractor to enter into this Agreement or has been relied upon by Contractor, 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.

(c) No Omissions

Contractor acknowledges that Contractor was given ample opportunity and time and was requested by the City to review thoroughly 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. Contractor did so review those documents, and either every such statement, representation, promise or provision has been included in this Agreement or else, if omitted, Contractor 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.

10.2 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.

10.3 Changes, Modifications and Amendments

No change, modification, or amendment of this Agreement, or any part hereof, is valid unless stipulated in writing and signed by the Mayor, Comptroller, and Chief Procurement Officer of the City. The City incurs no liability for Additional Services without a written amendment to this Agreement under this Section 10.3. This Section, 10.3, does not apply, however, to Agreement extensions governed by section 4.3, Agreement Extension Option.

10.4 Governing Law and Jurisdiction

This Agreement is governed as to performance and interpretation in accordance with the laws of the State of Illinois.

Contractor irrevocably submits itself to the original jurisdiction of those courts located within the County of Cook, State of Illinois, with regard to any controversy arising out of, relating to, or in any way concerning the execution or performance of this Agreement. Service of process on Contractor may be made, at the option of the City, either by registered or certified mail addressed to the applicable office as provided for in this Agreement, by registered or certified mail addressed to the office actually maintained by Contractor, or by personal delivery on any officer, director, or managing or general agent of Contractor. If any action is brought by Contractor against the City concerning this Agreement, the action must be brought only in those courts located within the County of Cook, State of Illinois.

10.5 Severability

If any provision of this Agreement is held or deemed 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.

10.6 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.

10.7 Cooperation

Contractor must provide reasonable cooperation in its performance under this Agreement. If this Agreement is terminated for any reason, or if it is to expire on its own terms, Contractor must use commercially reasonable effort to ensure 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.

10.8 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 City by a proper authority waives Contractor's performance in any respect or waives a requirement or condition to either the City's or Contractor'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 City may have waived the performance, requirement or condition. Such waivers must be provided to Contractor in writing.

10.9 Independent Contractor

(a) This Agreement is not intended to and does 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 Contractor and the City. The rights and the obligations of the parties are only those set forth in this Agreement. Contractor must perform under this Agreement as an independent contractor and not as a representative, employee, agent, or partner of the City.

(b) This Agreement is between the City and an independent contractor and, if Contractor is an individual, nothing provided for under this Agreement constitutes or implies an employer-employee relationship such that:

(i) The City will not be liable under or by reason of this Agreement for the payment of any compensation award or damages in connection with the Contractor performing the Services required under this Agreement.

(ii) Contractor is not entitled to membership in any City 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 City.

(iii) The City is not required to deduct or withhold any taxes, FICA or other deductions from any compensation provided to Contractor.

(c) SHAKMAN

(i) Contractor may be subject to the May 31, 2007 Order entitled "Agreed Settlement Order and Accord" (the "Shakman Accord") and the August 16, 2007 "City of Chicago Hiring Plan" (the "City Hiring Plan") entered in Shakman v. Democratic Organization of Cook County, Case No 69 C 2145 (United State District Court for the Northern District of Illinois). Among other things, the Shakman Accord and the City Hiring Plan prohibit the City from hiring persons as governmental employees in non-exempt positions on the basis of political reasons or factors.

(ii) No City employee may direct an individual to apply for a position with Contractor, either as an employee or as a subcontractor. Nor may any City employee direct Contractor to hire an individual as an employee or as a subcontractor. Contractor must follow its own hiring and contracting procedures, without being influenced by City employees. The employees provided by Contractor under this Agreement are employees or subcontractors of Contractor, not employees of the City of the City of Chicago. This Agreement is not intended to and does not constitute, create, give rise to, or otherwise recognize an employer-employee relationship of any kind between the employees or professionals provided by Contractor and the City.

(iii) Contractor will not condition, base, or knowingly prejudice or affect any term or aspect of the employment of any employee provided under this Agreement or offer employment as an employee under this Agreement based upon or because of any political reason or factor, including, without limitation, any individual's political affiliation, membership in a political organization or party, political support or activity, political financial contributions, promises of such political support, activity or financial contributions, or such individual's political sponsorship or recommendation. For purposes of this Agreement, a political organization or party is an identifiable group or entity that has as its primary purpose the support of or opposition to candidates for elected public office. Individual political activities are the activities of individual persons in support of or in opposition to political organizations or parties or candidates for elected

public office.

(iv) In the event of any communication to Contractor by a City employee or City official in violation of Section 10.9(c)(ii) above, or advocating a violation of Section 10.9(c)(iii) above, Contractor will, as soon as is reasonably practicable, report such communication to the Hiring Oversight Section of the City's Office of the Inspector General, and also to the head of the relevant City Department utilizing services provided under this Agreement.

10.10 Electronic Ordering and Invoices

Subject to Contractor's billing system, the Contractor shall cooperate in good faith with the City in implementing electronic ordering and invoicing, including but not limited to purchase orders and invoices. Contractor shall accept electronic purchase orders and releases upon request of the Chief Procurement Officer. Contractor shall provide the City copies of invoices on a monthly basis. To the extent Contractor's billing system is capable, the electronic ordering and invoice documents shall be in a format specified by the City and transmitted by an electronic means specified by the City. Such electronic means may include, but are not limited to, disks, e-mail, EDI, FTP, web sites, and third party electronic services. The Chief Procurement Officer reserves the right to change the document format and/or the means of transmission upon written notice to the Contractor and to the extent allowed by the Contractor's billing system. Contractor shall ensure that the essential information, as determined by the Chief Procurement Officer, in the electronic document, corresponds to that information submitted by the Contractor in its paper documents. The electronic documents shall be in addition to paper documents required by this contract, however, by written notice to the Contractor, the Chief Procurement Officer may deem any or all of the electronic ordering and invoice documents the official documents and/or eliminate the requirement for paper ordering and invoice documents.

10.11 Participation by Other Local Government Agencies

Other local government agencies may be eligible to participate in this agreement pursuant to the terms and conditions of this Contract if such agencies are authorized, by law or their governing bodies, to execute such purchases, and if such authorization is allowed by the City of Chicago's Chief Procurement Officer, and if such purchases have no net adverse effect on the City of Chicago, and result in no diminished services from the Contractor to the City's user departments pursuant to such purchases. Examples of such Local Government Agencies are: Board of Education, Chicago Park District, City Colleges of Chicago, Chicago Transit Authority, Chicago Housing Authority, Chicago Board of Elections, Metropolitan Pier and Exposition Authority (McCormick Place, Navy Pier), Cook County and the Municipal Courts. Said purchases shall be made upon the issuance of a purchase order directly from the Local Government Agency. The City will not be responsible for payment of any amounts owed by any other Local Government Agencies, and will have no liability for the acts or omissions of any other Local Government Agency.

10.12 Order of Precedence

In the event of any conflict or inconsistency or terms among the various documents that at any given time, constitute this Agreement, the order of precedence that shall apply is as follows, with each listed document or type of document superseding and prevailing over any subsequently listed document or type of document, and with later-executed documents prevailing over earlier documents of the same type, each solely to the extent of any irreconcilable conflict or inconsistency of the terms and condition thereof: (i) the terms and conditions set forth in Articles 1 through 12; (ii) any Schedules and Exhibits to this Agreement other than those that constitute the Proposal.

ARTICLE 11. NOTICES

Notices provided for in this Agreement, unless provided for otherwise in this Agreement, must be given in writing and may be delivered personally or by placing in the United States mail, first class and certified, return receipt requested, with postage prepaid and addressed as follows:

If to the City:

Department of Innovation and Technology
Daley Center, 27th Floor
50 West Washington Street
Chicago, Illinois 60602
Attention: Chief Information Officer

and

Department of Procurement Services
Room 403, City Hall
121 North LaSalle Street
Chicago, Illinois 60602
Attention: Chief Procurement Officer

With Copies to:

Department of Law
Room 600, City Hall
121 North LaSalle Street
Chicago, Illinois 60602
Attention: Corporation Counsel

If to Contractor:

Acxiom Corporation
1501 Opus Place
Downers Grove, Illinois 60515
Attention: Account Executive

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 Contractor 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 Contractor have been made with complete and full authority to commit Contractor 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.

[Signature Pages, Exhibits and Schedules follow.]

CERTIFICATE OF CORPORATE AUTHORITY

The undersigned certifies that he is the Senior Vice President, Legal Counsel of Acxiom Corporation, a Delaware corporation ("Acxiom"), and that:

1. Dave Schlesselman, Vice President for Acxiom, has been duly authorized by the Board of Directors of Acxiom to take such action in the name and on behalf of Acxiom as may be necessary or appropriate in connection with Acxiom's engagement with the City of Chicago.

2. The actions which Mr. Schlesselman is authorized to take in this regard include the execution and delivery of the Mainframe Outsourcing, Managed Hosting and Enterprise Computer Print Services Agreement on Acxiom's behalf.

DATED this 16th day of June, 2011.

Jerry Jones
Senior Vice President, Legal Counsel
Acxiom Corporation

COUNTY OF FAULKNER

STATE OF ARKANSAS

Acknowledged on 16TH day of JUNE, 2011, before me by JERRY JONES (as) SVP, LEGAL COUNSEL (title) of ACXIOM CORP. (firm)

Thomas J. Battles
Notary Public Signature

3-24-2014
Commission Expires

THOMAS J. BATTLES
Faulkner County
My Commission Expires
March 24, 2014

CONTRACT SIGNATURE PAGE

Contract No.: 22482

Specification No.: 81207

Vendor Name: ACXIOM CORPORATION

Total Amount (Value): $15,677,393.00

Fund Chargeable: 100-994406-9165-0138

ACXIOM CORPORATION
(Contractor)

By: David A Schlesselman
Its: Vice President

Attest: _____

State of IL
County of Du Page

This instrument was acknowledged before me on this 9th day of June, 2011 by David A Schlesselman as President (or other authorized officer) and _____ as Secretary of ACXIOM CORP (Corporation Name).

(Seal)

Virginia A. Rieth
Notary Public Signature

Commission Expires: 8/18/12

OFFICIAL SEAL
VIRGINIA A RIETH
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES:08/18/12

CITY OF CHICAGO

Rahm Emanuel by SEP 6/23/11
Mayor Date

Sharad M 6/22/11
Comptroller Date

Jamie Wee 6/23/11
Chief Procurement Officer Date

EXHIBIT 1

STATEMENT OF WORK – MAINFRAME OUTSOURCING, MANAGED HOSTING AND ENTERPRISE COMPUTER PRINT SERVICES

ACXIOM
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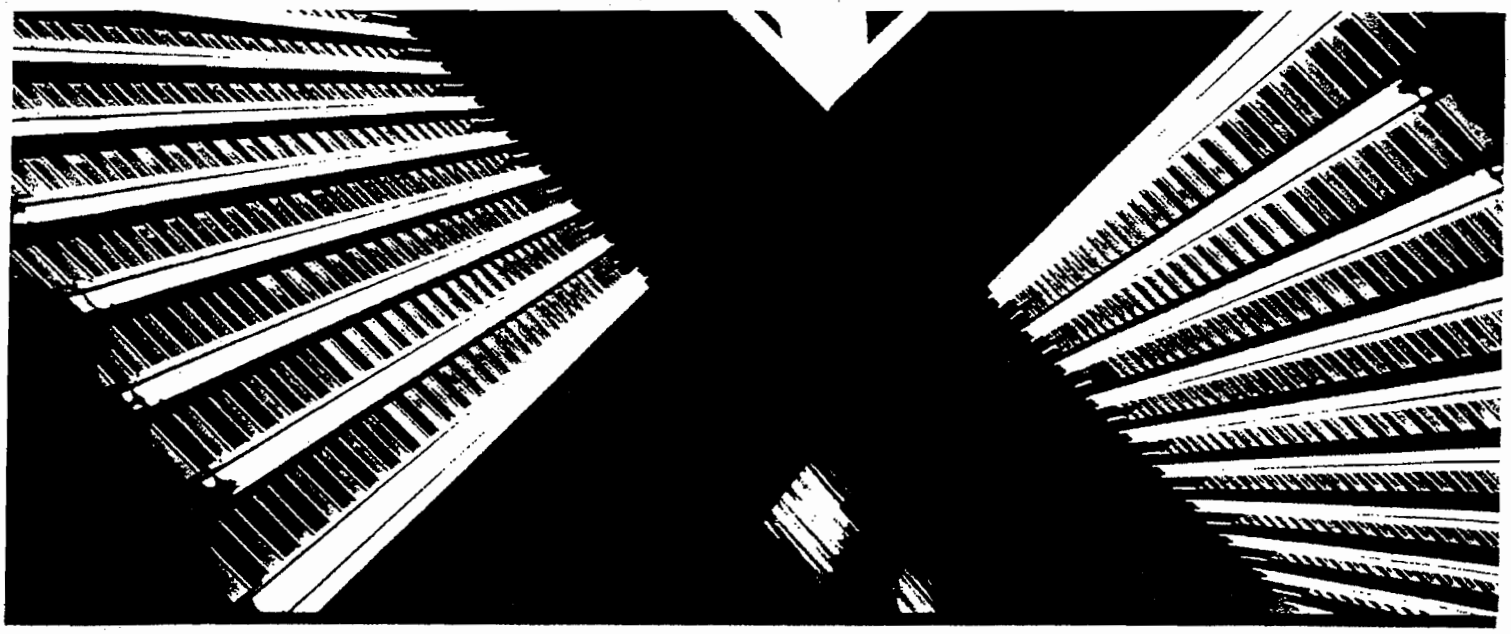
Exhibit 1

City of Chicago
Mainframe Outsourcing, Managed Hosting, and Enterprise Computer Print Services
Statement of Work



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1 Mainframe Outsourcing Services

Acxiom will provide the centralized computing services required to support the City of Chicago's mainframe environment as further described below in this Statement of Work (SOW), the "Mainframe Services". Unless otherwise set forth herein, all Mainframe Services will be performed utilizing the hardware and software specified in Schedule 1 Hardware and Software to this Exhibit 1 and incorporated herein by reference at the baseline volumes as described in Exhibit 2 Schedule of Compensation Charges and as such Exhibits and Schedules that may be amended by the parties from time to time.

Set forth below in each section are the roles and responsibilities of the Parties as applicable to the referenced Section of the Mainframe Services SOW.

1.1 Mainframe Outsourcing Services

Acxiom shall perform the Mainframe Services as described in this SOW at the level of service set forth in this SOW ("Service Level") to ensure the City of Chicago's Mainframe Systems, as defined in Schedule 1 Hardware and Software are available and optimized to the extent possible for the City of Chicago's applications and users. In the event of a failure by Acxiom to provide the Mainframe Services in accordance with the applicable Service Levels set forth in Exhibit 2A Performance Credits, Acxiom will incur the performance credits (Performance Credits") identified in and according to the schedule set forth in Exhibit 2A Performance Credits. Notwithstanding the foregoing, Acxiom shall not be responsible, and City of Chicago shall not accrue Performance Credits, for any failure to meet a Service Level to the extent a Service Level failure is attributable to an Excused Performance Problem.

Table 1. Activities and Tasks

Tasks	Acxiom	City of Chicago
Mainframe Processing		
Operate and maintain the Mainframe environment 24 hours per day, 7 days per week, except for Scheduled Downtime, unless otherwise requested and agreed by the Parties	X	
Provide the facilities, utilities and management tools required to support the Mainframe Services as described in this SOW and as defined in Schedule 1 Hardware and Software	X	
Provide Services as described in this SOW for all City of Chicago mainframe environments as defined in Schedule 1 Hardware and Software	X	
Ensure that the system and supported software are available per the SLA requirements, meeting the operating schedules of the City, 24 hours per day, 7 days per week (subject to Scheduled Downtime)	X	

Tasks	Acxiom	City of Chicago
Provide access to Systems necessary for the Services and other Systems identified by the City of Chicago consistent with the operating environment specified in Schedule 1 Hardware and Software to this SOWt and the terms and conditions set forth in the MSA	X	
Optimize the City of Chicago's Mainframe systems to the extent possible by effectively managing and analyzing the City of Chicago's Mainframe resources with metrics as defined in this SOW	X	
Endeavor, during the Term, to enhance processing capabilities and efficiencies of the Equipment in the Data Center through technology changes, System tuning and other run-time improvements;	X	
Perform regular monitoring of utilization needs and efficiencies	X	
Consistent with the Agreement, operate, support and maintain third-party products and services	X	

1.2 Online Application Management

1.2.1 Service Category Description

Acxiom will install, configure and support CICS and the CICS components of other software for the City of Chicago as described in Schedule 1 Hardware and Software. This service also covers the ancillary systems software for all online regions. The City of Chicago will continue to maintain ownership and support of the applications that run in the online regions.

Acxiom will provide services as described in this service category for the 13 CICS regions currently running in the City of Chicago's mainframe environment. At such time as the CPD Hot Desk and DB2 are decommissioned, Acxiom will provide services for the 8 remaining CICS regions.

IBM has discontinued support for CICS Transaction Server V2. Acxiom will continue to support the City of Chicago's CICS Transaction Server V2 environment on a "Best Effort" basis including the ancillary CICS products. Acxiom cannot warrant the functionality of software that is not supported by the original software support vendor.

1.2.2 Required Resources

- Acxiom technical support staff will provide ongoing technical support for the City of Chicago's CICS environment utilizing our standard change control and incident management processes. Acxiom will review new technical changes for online systems, maintenance requirements, and software upgrades and will work with the City to identify potential risks to business applications.

- The City of Chicago will provide Acxiom with a list of personnel authorized to make changes to CICS
- The City of Chicago will retain responsibility for Application development and support.

Table 2. Activities and Tasks

Tasks	Acxiom	City of Chicago
Technical Support – CICS Management		
Install, configure and define CICS and the CICS component of other software	X	
Apply Software maintenance to CICS and the CICS component of other software	X	
Perform CICS system level problem determination and resolution (see CICS Management Note 1)	X	
Participate in planning and execution of disaster recovery of CICS regions with the City of Chicago as applicable for contracted disaster recovery services	X	
Provide CICS Transaction Report to the City of Chicago	X	
Provide advance notification of required updates to City of Chicago in accordance with agreed upon change management policies and procedures	X	
Provide advance notification of required updates to Acxiom in accordance with standard change management procedures		X
Perform problem determination and resolution for applications and client-supported components		X
Provide test cases and City of Chicago personnel to enter transactions and perform testing for CICS changes		X
Coordinate and communicate with internal City of Chicago resources as required		X

1.2.2.1CICS Management Notes:

1. In cases where system-level problem determination determines conclusively that a problem resides in applications or client-supported components, Acxiom will notify the City of Chicago and transition support documentation as needed to allow the City of Chicago to assume resolution efforts.

1.2.3 Tools

- Acxiom will utilize CICS-related software tools as detailed in Schedule 1 Hardware and Software

1.2.4 Communications

- Acxiom will monitor the City of Chicago's CICS regions and review trends and anomalies with the City of Chicago as needed.
- All changes, issues and abends will be reported utilizing Acxiom's standard Change Control and Incident Management processes.

- The City of Chicago will communicate all requests for changes to the CICS environment utilizing Acxiom's request management processes.

1.2.5 Assumptions

- Acxiom's solution assumes that the City of Chicago's CICS regions continue to run CICS Transaction Server V2 which is no longer supported by IBM.
- If the City of Chicago requests that any Mainframe software not be upgraded to vendor-supported levels or that they be allowed to fall behind Acxiom's planned upgrade schedule, the parties will discuss the ramifications of such inaction. If the parties agree that such software will not be upgraded, there will be additional charges to City of Chicago to use such back-level software version which may include additional hardware or LPARS as required to allow such non-supported software to continue to operate. Should the back-level software necessitate the City of Chicago's removal from Acxiom's Sysplex or other shared environment, Acxiom will increase the monthly charges to the City of Chicago for these additional software fees as well. Acxiom will increase the monthly charges to the City of Chicago for any additional costs incurred as a result of the City of Chicago's decision to remain on back-level software.
- In addition, the parties will agree in writing on the releases (Service Levels, services or liability from IBM or third party vendors) required due to the City of Chicago's decision not to upgrade. Acxiom will not warrant support for back-level software and such support will be on a "Best-Efforts" basis only.
- The City of Chicago's application personnel will sign-off on testing of CICS software changes in the test CICS regions.

1.2.6 Service Levels

1.2.6.1 Online Application Management Service Levels

The Service Levels referenced in this section will be measured and calculated on a monthly basis.

Availability: All mainframe application (CICS/DB2/Oracle) Regions will be 99.8% available on a 7 x 24 basis. Each mainframe online application will be available 99.8% of the time when the associated Region is available. Application region outages caused by unsupported software or application problems will be excused from this calculation.

Availability on Demand: Occasionally, online applications will be required outside of the scheduled hours. Acxiom must provide access to the requested applications on an exception basis. In these instances, Acxiom will forgo scheduled backups and batch processing to provide the requested availability.

Performance: Online application performance for 99% of benchmark transactions, to be defined and agreed upon by Acxiom and the City of Chicago, will be maintained at or better than 0.7 seconds host and 2.2 seconds end-to-end response time per response event during Prime Time. This response time will be measured by CICS region for transactions created on the 27th Floor of Daley Plaza.

1.2.7 Reporting

Upon request, Acxiom will continue to provide the City of Chicago with the monthly CICS Transaction Report and the SLA report.

Should the City of Chicago require additional reporting, Acxiom will work with the City of Chicago to determine the impact of the additional reporting requirements.

1.2.8 Billing and Invoicing

Online (CICS) Management services as described above are included in Acxiom's fees for the baseline number of CICS regions as governed by Exhibit 2 Schedule of Compensation.

1.3 Batch Application Management

1.3.1 Service Category Description

Acxiom will provide Job Monitoring Services and Job Scheduling Services to the City of Chicago as described in this Section at baseline volumes utilizing CA-7. Acxiom will provide System Monitoring Services to the City of Chicago which consist of System Automation and Console Monitoring Services for the City of Chicago's Mainframe LPAR.

1.3.1.1 Batch Job Scheduling and Setup:

Acxiom will perform Job Scheduling services required to maintain the application requirements for batch processing as directed by the City of Chicago. The City of Chicago is responsible for process design and JCL creation for job flow modifications. Acxiom will install these additions or modifications at the City of Chicago's direction. Acxiom will add new jobs (permanent and/or temporary), add new schedules (permanent and/or temporary), remove obsolete jobs and schedules (permanent and/or temporary), assure that the schedules initiate and run correctly, and perform calendar maintenance.

1.3.1.2 Job Schedule Monitoring

Acxiom will set up the scheduling product to automatically validate the successful completion of each job in accordance with the City of Chicago's specifications. In the event of a detected job failure, Acxiom will take action to restart the job and/or notify the City of Chicago's specified support team for corrective action. Acxiom's response will be based on predefined rules provided by the City of Chicago. If predefined rules are not available, directions on a case-by-case basis will be provided by the City of Chicago at the time of the failure.

1.3.1.3System Monitoring

Acxiom shall perform Mainframe system monitoring including automated and limited manual monitoring of system resources and tasks, handling of system events, and enabling system recovery procedures if necessary. Acxiom will perform System Automation and Console Monitoring services for the City of Chicago's LPAR located in Acxiom's Data Center.

1.3.1.4System Automation

Acxiom has installed, configured and implemented our Standard Mainframe System Event Monitoring Solution into the City of Chicago's Mainframe LPAR. This automation is designed to eliminate manual repetitive tasks, proactively identify and respond to exceptional events (hardware errors, software errors, outstanding messages, scheduled job failures, etc.), reduce manual errors and improve system performance and availability. When an exceptional event is identified, an incident ticket is automatically opened and assigned to the appropriate Acxiom or City of Chicago support team within Acxiom's Service Desk tool, where notification, management and escalation occur.

1.3.1.5Console Monitoring

Acxiom shall provide to the City of Chicago console operations 24-hours-a-day, 7-days-a-week to deliver Console Monitoring services in an exception-driven environment. Console Monitoring services assume that System Automation, as described above, is implemented in the City of Chicago's environment.

1.3.2 Required Resources

Acxiom will provide job schedulers to monitor, run, and maintain the City of Chicago's schedules within CA-7. Currently, the Chicago Police Department (CPD) provides all Job Scheduling and Job Schedule Monitoring support for the CPD schedules. Acxiom's job schedulers will act as a resource to answer questions from the CPD job scheduling staff as required.

Acxiom's Scheduling and Monitoring teams will perform job abend recovery, as documented in CA-7 and in accordance with the standard City of Chicago severity levels as defined herein. If recovery instructions are not available or recovery fails, the City of Chicago will be notified. If the primary application contact fails to respond to Acxiom by telephone and/or paging communication, Acxiom staff will attempt to contact the secondary application support person. If both the primary and secondary application contacts fail to respond, the Acxiom staff will follow the agreed upon escalation process.

The Acxiom technical support staff will provide ongoing support to the City of Chicago's batch application environment. This includes installation and maintenance of new releases of CA-7 and other systems software products as defined in Schedule 1 Hardware and Software that are required to support the City of Chicago's batch application environment. Acxiom job schedulers will perform any conversion to newer releases of CA-7 in support of the City of Chicago's batch application schedule.

The City of Chicago will communicate via fax or email all work order requests, with proper authorization, to Acxiom.

The City of Chicago's application staff will maintain primary and secondary call-lists for City of Chicago applications. The City of Chicago's application staff will respond to Acxiom calls in a timely manner.

Acxiom will provide Job Scheduling services as described in this service category for the City of Chicago batch scheduling environment. CPD will provide support for the CPD batch Scheduling environment. The total number of jobs defined to the CA-7 environment is approximately 9,000 jobs and includes both City of Chicago and CPD jobs. After the CPD Hot Desk and DB2 are decommissioned, the baseline number of jobs defined to CA-7 will be 1,017 batch jobs. Acxiom Scheduling Services includes support for a maximum of two Job Schedule changes per month.

Acxiom will provide Job Monitoring support for the 20,200 scheduled jobs run by the City of Chicago each month. CPD will provide Job Monitoring support for all CPD scheduled jobs. At such time that the CPD Hot Desk and DB2 are decommissioned, Acxiom will provide Job Monitoring support for 2,280 City of Chicago scheduled jobs each month. Acxiom will provide support for 60 adhoc requests per month and up to 5 abends per month.

Table 3. Activities and Tasks

Tasks	Acxiom	City of Chicago
System Scheduling and Monitoring - Batch Job Scheduling and Set-up		
Gather requirements from the City of Chicago	X	
Setup jobs as directed by the City of Chicago	X	
Test jobs		X
Review recovery procedures	X	
Add, change or delete jobs	X	
Add, change or delete schedules	X	
Perform execution of jobs	X	
Automate manual processes when possible (e.g. CICS startup/shutdown, parameter insertions, etc.)	X	
Perform Ad Hoc job executions for jobs not a part of the normal schedule, which scheduling and/or operations must run and/or monitor	X	
Provide Standard Daily Ticket report	X	
Provide all Job Scheduling Services for CPD schedules		X
Process design and JCL creation for job flow modifications		X
Provide Job JCL		X
Provide run documentation including instructions on who to contact at the City of Chicago in case of failures		X
Validate schedule configuration		X
Provide written change requests, submitted through standard change control procedures		X

Tasks	Acxiom	City of Chicago
System Scheduling and Monitoring - Job Schedule Monitoring		
Monitor batch processing schedules for exceptions, which includes ABENDS or late processing flags for all jobs run out of the scheduling software	X	
Notify the responsible City of Chicago team in the event of a job failure	X	
Open Remedy Incident ticket	X	
Escalate Incidents according to City of Chicago approved guidelines	X	
Perform job restarts per instructions provided by the City of Chicago	X	
Follow-up on re-occurring job failures	X	
Provide Standard Daily Ticket Report	X	
Provide all Job Monitoring services for CPD schedules		X
Provide documented job restart instructions or participation in documentation development		X
Provide contact and escalation information		X
Resolve Application batch processing job failures		X

Table 4. Activities and Tasks

Tasks	Acxiom	City of Chicago
System Scheduling and Monitoring - System Automation		
Install, configure, implement and maintain the Acxiom Mainframe System Event Monitoring Solution	X	
Identify threshold violation events (memory, virtual storage, paging, system dumps)	X	
Identify critical system events (hardware and software errors and action messages)	X	
Provide automated message response to common messages that require response (WTORs)	X	
Open incident tickets in the Service Desk tool when critical events are identified	X	
Implement Master Console message suppression	X	
Implement startup and shutdown IPL	X	
Implement automated system started task management (start-up, shutdown, and monitoring)	X	
Implement additional automation opportunities as identified	X	
Open a Service Request for any custom automation required		X

Table 5. Activities and Tasks

Tasks	Acxiom	City of Chicago
System Scheduling and Monitoring - Console Monitoring		
Respond to system error and exception messages other than those responded to by automation	X	
Identify system tasks and/or messages that are candidates for automation	X	

Tasks	Acxiom	City of Chicago
Provide level 1 support and analysis for system error and exception messages as detected by automation	X	
Escalate and follow-up on system error and exception messages as detected by automation following Acxiom Incident Management processes	X	
Escalate and follow-up on hardware error alerts following Acxiom Incident Management processes	X	
Provide level 1 resolution and/or escalate problem and request tickets generated by automation	X	
Provide Standard Daily Ticket report	X	
Perform system recycles (shutdown / IPL procedures)	X	
Provide system maintenance timeline for Change Management process	X	
Maintain Standard Operating Procedures (SOP) for Acxiom's internal use to include: • System Maintenance (shutdown / IPL initial program load procedures) • Problem management and escalation procedures • City of Chicago specific procedures as provided by City of Chicago	X	

1.3.3 Tools

- Acxiom will utilize Operations and Scheduling related software tools to support the City of Chicago's batch processing requirements as detailed in Schedule 1 Hardware and Software

1.3.4 Communications

- Acxiom will monitor the City of Chicago's production batch schedules and review trends and anomalies with the City of Chicago's batch environment as needed.
- All changes, issues and abends will be reported utilizing Acxiom's standard Change Control and Incident Management processes.
- The City of Chicago will communicate all requests for changes to the scheduling environment utilizing Acxiom's request management processes.

1.3.5 Assumptions

- Acxiom will provide System Automation, Console Monitoring, Job Scheduling and Job Monitoring services to the City of Chicago for the current LPAR and the current schedules at the baseline workload volumes described in this Section .
- CPD will continue to provide both Job Scheduling and Job Monitoring services for their batch jobs.
- The City of Chicago's application staff will respond to all job problem notifications in a timely manner.

- The City of Chicago's ad-hoc requests will be for "on-demand" jobs already built within CA-7.
- Acxiom will monitor production work (job names ending in "M" or 'P') that come from CA-7 only.

1.3.6 Service Levels

1.3.6.1 Batch Application Management Service Levels

The Service Levels referenced in this section will be measured and calculated on a monthly basis.

Availability:

- Batch & TSO processing will be available 99.8% of the time during Prime Time hours, except for previously scheduled outages: a maximum of 20 minutes of outage per week (Prime Time).
- Batch & TSO processing will be available 98% of the time over all, except for planned outages. Total unplanned outages (Prime and Non-Prime time) will not exceed 90 minutes per month.
- When the City of Chicago's Mainframe processing is migrated to a Shared environment, the outage window requirements in the Shared environment will apply and not be counted in this Availability Service Level.

Work Order Processing: Jobs submitted manually with work orders will be scheduled and processed on demand, and will be completed by 7:00 AM the next morning. 'Rush' work orders must be initiated within 15 min. of submittal, or specific time frame agreed upon by the requester. Acxiom is expected to meet these turnaround requirements for 99% of all requests.

1.3.7 Reporting

Upon request, Acxiom will continue to provide the "Daily Ticket Report" to the City of Chicago which reflects all Job Scheduling requests as well as all Job Abends and any activity related to the processing of the batch schedules.

Should the City of Chicago require additional reporting, Acxiom will work with the City to determine the impact of the additional reporting requirements.

1.3.8 Billing and Invoicing

All services as described in this section at the baseline volumes are included in Acxiom's fees as governed by Exhibit 2 Schedule of Compensation.

1.4 TSO Environment Management

1.4.1 Service Category Description

Acxiom shall manage and support the TSO environment for the City of Chicago as part of the overall Operating Systems support. This includes applying maintenance, and making additions, and changes as requested by the City of Chicago.

This service category covers measuring and reporting of TSO response times. This category also includes all TSO related tools (such as TSO PROCs and CLISTs) and utilities as described in Schedule 1 Hardware and Software currently being used by the City of Chicago's mainframe users.

1.4.2 Required Resources

Acxiom systems programming staff will provide ongoing support to the City of Chicago's TSO environment. The City of Chicago will aid in the testing and verification of the TSO environment, as needed, in order to validate TSO environment upgrades and maintenance implementations.

Table 6. Activities and Tasks

Tasks	Acxiom	City of Chicago
Technical Support – TSO Environment Management		
Install, support and maintain TSO and the operating system at vendor-supported levels. • Schedule software upgrades to currently supported release levels • Schedule software upgrades following standard change control procedures	X	
Apply HIPER fixes as required • Review software maintenance buckets on a regular basis for HIPER PTFs • Apply relevant HIPER PTFs on a regular basis following standard change control procedures	X	
Plan, coordinate with the City of Chicago and implement software changes with minimal impact to the City of Chicago • Upgrade software on test systems and perform initial verification • Configure software to meet the City of Chicago's requirements • Implement software changes in production environments • Schedule software changes following standard change control procedures • Plan software implementations so changes may be backed out if necessary	X	

Tasks	Acxiom	City of Chicago
Troubleshoot and resolve software failures • Provide problem resolution • Work directly with software vendor when necessary to resolve software failures	X	
Provide advance notification of required updates to the City of Chicago in accordance with agreed upon change management policies and procedures	X	
Provide advance notification of required updates to Acxiom in accordance with standard change management procedures		X
Provide system requirements		X
Provide application requirements		X
Provide Applications for test environment (if desired)		X
Provide test cases and City of Chicago personnel to perform testing for operating system software changes		X
Coordinate and communicate with internal City of Chicago resources as required		X

1.4.3 Tools

- Acxiom will utilize SMF Data as well as system-related software tools as detailed in Schedule 1 Hardware and Software to meet this service objective.

1.4.4 Communications

- All changes, issues and abends will be reported utilizing Acxiom's standard Change Control and Incident Management processes.
- The City of Chicago will communicate all requests for changes to the TSO environment utilizing Acxiom's request management processes.

Acxiom will review TSO-related issues with the City on an as required basis.

1.4.5 Assumptions

- TSO environment changes will be minimal (fewer than five per year).
- Changes to the TSO system exits will be minimal (fewer than two per month).
- Changes to the TSO environment (related to editing/modifying new products) are included in this offering.

1.4.6 Service Levels

1.4.6.1 TSO Environment Management Service Levels

The Service Levels referenced in this section will be measured and calculated on a monthly basis.

Performance: Overall TSO response time will average 1.5 seconds or less.

Availability:

- Batch & TSO processing will be available 99.8% of the time during Prime Time hours, except for previously scheduled outages: a maximum of 20 minutes of outage per week (Prime Time).
- Batch & TSO processing will be available 98% of the time over all, except for planned outages. Total unplanned outages (Prime and Non-Prime time) will not exceed 90 minutes per month.
- When the City of Chicago's Mainframe processing is migrated to a Shared environment, the outage window requirements in the Shared environment will apply and not be counted in this Availability Service Level.

Availability Reporting: TSO availability will be reported on a monthly basis.

Performance Reporting: TSO response time will be reported on a monthly basis.

1.4.7 Reporting

Acxiom will continue to provide to the City of Chicago the Monthly SLA Report measuring TSO Availability and Response time.

1.4.8 Billing and Invoicing

TSO support services are included in Acxiom's solution as governed by Exhibit 2 Schedule of Compensation.

1.5 Capacity and Performance Management

1.5.1 Service Category Description

Acxiom will provide Capacity Planning Services which are defined as the analysis of current CPU resource utilization and the projection of future CPU consumption as detailed below for the City of Chicago's Mainframe environment. Capacity Planning Services will be provided utilizing the tools as described Schedule 1 Hardware and Software.

For Performance Management, Acxiom will identify, analyze and resolve issues related to transient degradation of Service Levels. Transient degradations are temporary incidents which are not related to general and consistent shortages of resources due to insufficient capacity to support the City of Chicago's workload. Performance issues caused by a general

capacity shortage are addressed by the CPU Capacity Planning service. Performance Management Services will be provided using the tools as described in Schedule 1 Hardware and Software.

1.5.2 Required Resources

- Acxiom will work with the City of Chicago to measure and identify usage trends in the Mainframe environment as the City of Chicago's usage is anticipated to decrease when applications are decommissioned.
- Based on SLAs, Acxiom will make recommendations to the City of Chicago concerning modification of the processing environment to meet the City of Chicago's needs.
- Acxiom will make changes to the environment as agreed upon with the City of Chicago.

Table 7. Activities and Tasks

Tasks	Acxiom	City of Chicago
Capacity Planning		
Manage Acxiom's Capacity Planning database environment	X	
Publish on Acxiom's View portal Standard Capacity Planning reports	X	
Review CPU capacity reports and mainframe utilization data	X	
Perform Annual Capacity Planning review with City of Chicago	X	
Using information included in provided reports, keep the City of Chicago apprised of potential CPU-related capacity issues	X	
When the City of Chicago is experiencing capacity-related performance issues, determine and provide capacity recommendation to resolve the performance issues. (see Capacity Planning Note 3)	X	
Provide consultation services with Acxiom's mainframe Capacity Planning team members (see Capacity Planning Note 1)	2 hours per month	
Respond to CPU resource utilization questions (see Capacity Planning Note 2)	X	
Provide defined, scheduled deliverables on current resource usage and future capacity projections affecting the Mainframe environment		X
Participate in the appropriate capacity reviews for the Capacity Planning level selected		X
Review capacity reports which are created and provided by Acxiom		X
Work with Acxiom to relieve problems caused by capacity constraints identified in the City's environment		X

1.5.2.1 Capacity Planning Notes:

1. These hours must be consumed in the month they are accrued. Carry over is not allowed, except on an exception basis. Consulting is limited to included services.
2. These activities are drawn from the consulting hours. Extra hours used will be billed at the standard contracted rates.

3. For ongoing performance issues whose cause is determined to be capacity-related and the City of Chicago declines to approve implementation of the recommended capacity changes, Acxiom's SLA responsibility for that area will be waived until such time as the capacity change is approved by the City of Chicago.

Table 8. Activities and Tasks

Tasks	Acxiom	City of Chicago
Performance Management		
Define performance metrics, performance metric threshold values, and set alert thresholds based on these metrics using the Acxiom standard performance monitoring tools	X	
Provide automated monitoring of system level performance, based on automated alerts and threshold triggers.	X	
Perform real-time analysis of system level service degradation to determine root cause using the Acxiom performance management tools	X	
For system level performance problems where the root cause is determined to be a lack of capacity, perform CPU Capacity Planning Services as described in CPU Capacity Planning to discuss possible solutions (see Performance Management Note 1)	X	
For system level performance problems where the root cause is not determined to be a lack of capacity, take specific actions to correct conditions that are impacting service delivery (see Performance Management Note 2)	X	
Resolve Application issues that are causing performance problems		X

1.5.2.2Performance Management Notes:

1. These activities are drawn from the consulting hours when the root cause is an ongoing capacity shortage that the City of Chicago chooses not to address. Extra hours used will be billed at the standard contract labor rates.
2. The typical activities that Acxiom may perform to resolve performance problems are described below. Performance problems that require changes in capacity to resolve system performance problems are described in Capacity Planning Services.

As part of correcting performance problems that are not related to overall lack of capacity, Acxiom may undertake one or more of the following actions to correct the problem:

- Cancel or suspend looping work
- Move offending work to resource capped service classes
- Move impacted work to higher importance service classes
- Update WLM rules to properly classify work
- Identify workloads that are incompatible with each other, or that impact each other
- At a system level, identify heaviest resource consumers and refer them to the City of Chicago for further action

- Adjust system initialization parameters to efficiently utilize available resources
- Adjust system paging configuration to efficiently utilize available resources
- Identify and install system program fixes that have performance impact
- Adjust LPAR weights (see Note 1)
- Adjust Central storage assignments (see Note 1)
- Communicate with the City of Chicago Acxiom's findings and proposed actions

1.5.2.3 Notes:

1. Only available for clients using the dedicated CPU option. Corrective actions are limited by the available resources included in the contract. Additional resource requirements would be handled in the CPU Capacity Planning Services Section.

1.5.3 Tools

- Acxiom will utilize the capacity planning and software management software to provide this service as detailed in Schedule 1 Hardware and Software

1.5.4 Communications

- All changes and issues will be reported utilizing Acxiom's standard Change Control and Incident Management processes.
- The City of Chicago will make requests utilizing Acxiom's request management processes.

1.5.5 Assumptions

Acxiom's current level of Capacity Planning and Performance Management services are meeting the City of Chicago's needs.

1.5.6 Service Levels

1.5.6.1 Capacity and Performance Management Service Levels

There are no SLAs specific to Capacity Planning and Performance Management, however, these services are geared to enable the City of Chicago to meet the Service Levels for Availability and Performance outlined in the applicable sections of this solution.

1.5.7 Reporting

Acxiom will provide the City of Chicago a monthly report indicating Daily CPU Utilization.

Should the City of Chicago require additional reporting, Acxiom will work with the City of Chicago to determine the impact of the additional reporting requirements.

1.5.8 Billing and Invoicing

Hardware, software and services are included at baseline levels as governed by Exhibit 2 Schedule of Compensation. The impact of any additional hardware or software requirements will be determined at the time of the request.

The Capacity Planning and Performance Management services are included as governed by Exhibit 2 Schedule of Compensation.

2Schedule of Compensation

1.6 Tape Management

1.6.1 Service Category Description

Acxiom shall manage the City of Chicago's tape storage including physical and virtual tape, as well as the hardware and software used to provide data storage utilizing standard Acxiom tape management standard tools. Acxiom will ensure that the appropriate tape data is accessible by the City of Chicago and that adequate capacity exists for the City of Chicago's tape data. Acxiom will support the automated tape retention and off-site rotation of tapes as defined by the City of Chicago data backup policies and procedures.

Acxiom shall perform Tape Operations which includes mounting, retrieval and filing tapes, pulling scratch tapes, pulling off-site tapes, verifying off-site tapes, and packing tapes to be sent off-site for the City of Chicago's tape environment.

Acxiom will maintain a tape library and perform tape management daily utilizing a Tape Management System, which involves rotating tapes to a vault, bringing tapes back into the library, and pulling or filing active and scratch tapes for daily use.

Where possible, Acxiom will perform tape storage and mounting with automated tape technologies. For the small percentage of tape handling that requires manual tape mounts, or some intervention with an automated tape library device, Acxiom will manually mount a tape on a tape drive, or interact with an automated tape library device as required.

Acxiom will upgrade the Shared tape environment that the City of Chicago utilizes throughout the term of the agreement, as needed, to ensure that this environment is vendor-supported.

1.6.2 Required Resources

- Acxiom will supply tape management services at the Downers Grove Data Center at the baseline volumes as provided in Exhibit 2 Schedule of Compensation initially and at the revised baseline volumes after the CPD Hot Desk and DB2 are decommissioned.
- Acxiom will provide support for the City of Chicago's tapes that are to be sent off-site for vaulting.
- Acxiom will provide support for CA-1 as part of the Software Management Service which is provided for the Operating System environment.

Table 9. Activities and Tasks

Tasks	Acxiom	City of Chicago
Technical Support – Tape Storage Management		
Perform off-site tape vaulting for the operating system volume backups	X	
Evaluate the City of Chicago's existing tape environment and provide recommendations for tape strategies	X	
Administer tape management, virtual tape, and silo technology hardware and software	X	
Provide application tape retention and off-site rotation as directed by the City of Chicago • Code tape management definitions per the City of Chicago's requirements • Make changes to the tape management definitions as required for tape retention and off-site vaulting rules	X	
Provide business projections that will affect tape resources		X
Provide storage requirements, including special hardware and/or software requirements		X
Provide 30-day advance notice of temporary or cyclical high usage requirements as they occur from time to time		X
Provide retention and off-site tape rotation requirements in writing		X
Tape Operations – Tape Library Management		
Mount scratch and input tapes	X	
Pull/pre-stage scratches from all defined tape pools	X	
File used tapes	X	
Rotate vault tapes via ATL ejects, manual pulls, or retrieve from other areas	X	
Perform periodic review and update of the City of Chicago's tape retention policies		X
Tape Operations – Tape Mounts		
Mount scratch and input tapes on tape drives	X	
Pull /pre-stage scratches from all volume/serial (VOLSER) ranges	X	
File used tapes (floor mounts, SILO ejects, and vault returns)	X	
Load scratch tapes in an Automated Tape Library device (ATL)	X	

Tasks	Acxiom	City of Chicago
Remove input tapes from an ATL for vault shipment or to file in the tape library	X	
Provide projected business usage which impacts media usage (media type, daily volume, and vault volume), with projections periodically updated as reasonably requested by Acxiom		X

1.6.3 Tools

- Acxiom will utilize Tape Management tools as detailed in Schedule 1 Hardware and Software.
- Acxiom will utilize our standard checks and balances to ensure the inventory accuracy of vaulted tapes.

1.6.4 Communications

- The City of Chicago will communicate changes for retention periods and vaulting requirements through the standard request management process. Acxiom will only perform this function at the request of authorized City of Chicago personnel.
- The Acxiom technical support team will communicate all tape enhancements to the City of Chicago.
- Acxiom will communicate any and all special requests to the vaulting vendor on behalf of the City of Chicago.

1.6.5 Assumptions

- Tape services as described in this section will be performed for baseline tape volumes as provided in Exhibit 2 Schedule of Compensation.
- Acxiom's tape solution as detailed in this section will be sufficient to meet the City of Chicago's needs and SLA requirements.
- All refresh solutions assume replacement technologies will be installed, tested, and functional prior to the decommissioning of older technologies.
- Tape refresh will be for equivalent capacity and configuration.
- Acxiom will prepare all off-site tapes for shipment and will work with the City of Chicago to negotiate a favorable agreement with an off-site tape vendor.

1.6.6 Service Levels

1.6.6.1 Tape Management Service Levels

The Service Levels referenced in this section will be measured and calculated on a monthly basis.

Local Tape Mounts: All tape mounts for scratch and/or read/mod access will be completed within 2 minutes of mount requests, 90% of the time.

1.6.7 Reporting

- Acxiom will continue to provide to the City of Chicago the Monthly SLA Report measuring the Local Tape Mount SLA.
- Acxiom will continue to provide the "Daily Ticket Report" to the City of Chicago which reflects all issues related to the tape processing environment.
- Should the City of Chicago require additional reporting, Acxiom will work with the City of Chicago to determine the impact of the additional reporting requirements.

1.6.8 Billing and Invoicing

All services as described in this section at the baseline volumes are included in Acxiom's fees as governed by Exhibit 2 Schedule of Compensation.

1.7 DASD Management

1.7.1 Service Category Description

Acxiom shall manage all aspects of the City of Chicago's Direct Access Storage Device (DASD) environment including the hardware and software used to support DASD storage. Acxiom will ensure that the appropriate data is accessible by the City of Chicago, and that adequate capacity exists for the City of Chicago's data. Acxiom will utilize current technology to provide the City of Chicago with a high level of reliability, redundancy, availability, and speed.

Acxiom will refresh the DASD environment that the City of Chicago utilizes throughout the term of this agreement as needed to ensure that the City of Chicago's DASD environment remains vendor-supported.

1.7.2 Required Resources

- Acxiom will supply DASD management services at the baseline volumes as provided in Exhibit 2 Schedule of Compensation initially and at the reduced baseline volumes after the CPD Hot Desk and DB2 are decommissioned.
- The Acxiom technical support staff will continue to provide ongoing support for the City of Chicago's DASD environment. This support includes DASD management, dfHSM, and dfSMS management.

- The City of Chicago will aid in the testing and verification of the DASD environment to validate any DASD environment upgrades and maintenance implementations.
- Acxiom will continue to provide ongoing problem support for all DASD issues.

Table 10. Activities and Tasks

Tasks	Acxiom	City of Chicago
Technical Support – Storage Management		
Manage DASD storage resources using standard monitoring tools	X	
Relocate data as needed to meet technical or business requirements	X	
Perform operating system volume backups 6 days per week	X	
Evaluate the City of Chicago's existing storage environment and provide recommendations for storage strategies	X	
Assist in providing DASD projections based upon the City of Chicago's business projections	X	
City of Chicago application backup recovery and processes		X
Provide business projections that will affect storage resources		X
Provide storage requirements, including special hardware and/or software requirements		X
Provide DASD data management criteria, such as migration and retention		X
Provide 30-day advance notice of temporary or cyclical high usage requirements as they occur from time to time		X

1.7.3 Tools

- Acxiom will utilize all DASD Management tools as detailed in Schedule 1 Hardware and Software

1.7.4 Communications

- The City of Chicago will communicate changes for retention periods and requests for DASD Management changes through the standard request management process. Acxiom will only perform DASD Changes at the request of authorized City of Chicago personnel.
- Acxiom technical support will communicate all DASD changes or enhancements to DASD management software to the City of Chicago.

1.7.5 Assumptions

- DASD baseline reductions with the elimination of CPD Hot Desk and the DB2 applications are as detailed in Exhibit 2 Schedule of Compensation.
- No DASD special features or functions are required.

- DASD refresh as may be performed during the renewal term will be for equivalent configuration and capacity.
- Acxiom will provide DASD Management services as described in this section at the current and future DASD baselines.

1.7.6 Service Levels

1.7.6.1 DASD Management Service Levels

The Service Levels referenced in this section will be measured and calculated on a monthly basis.

DASD Availability: All DASD volumes containing active data will be available 99.99% of the time. No more than four (4) DASD failures per year will result in application outages.

1.7.7 Reporting

- Acxiom will continue to provide the City of Chicago the Monthly SLA Report measuring the DASD Availability SLA.
- Acxiom will continue to provide the "Daily Ticket Report" to the City of Chicago which reflects all issues related to the DASD environment.
- Should the City of Chicago require additional reporting, Acxiom will work with the City of Chicago to determine the impact of the additional reporting requirements.

1.7.8 Billing and Invoicing

Acxiom's solution includes DASD Management services as described in this section at the Baseline volumes indicated as governed by Exhibit 2 Schedule of Compensation.

1.8 Network Management

1.8.1 Service Category Description

Acxiom shall install, configure and support Mainframe network connectivity hardware and software for the City of Chicago as described in Schedule 1 Hardware and Software.

Acxiom will provide two (2) T1 circuits in support of the CPD Hot Desk until such time that this application is decommissioned. The City of Chicago's remaining Mainframe connectivity requirements will continue to be met via an IP network managed by Acxiom.

Network support will include the day-to-day activities needed to provide Mainframe network reliability, network capacity, change control, network problem determination, and reporting for those network components to be supported by Acxiom.

1.8.2 Required Resources

Acxiom will be responsible for day-to-day changes, coordination of problem solving with the network service provider, capacity planning, and network software upgrades for the Mainframe network components supported by Acxiom. Acxiom's standard Incident Management process will be used to mange problem calls, open tickets, and route incidents to the appropriate teams at either Acxiom or the City of Chicago for resolution.

Table 11. Activities and Tasks

Tasks	Acxiom	City of Chicago
Technical Support – Mainframe Network Administration		
Perform Mainframe Network product installation, version upgrade, configuration, and definition for Acxiom's Mainframe Network components	X	
Apply software maintenance and perform software problem resolution	X	
Perform definition and configuration changes, including NCP Gens (Network Control Program changes) and TCP/IP definitions to support environmental changes pertaining to either the Acxiom or City of Chicago environment	X	
Respond to automated alerts and critical errors using standard automation and problem management tools	X	
Provide support for problem determination and resolution for Mainframe network components that are Acxiom's responsibility	X	
Maintain Mainframe network configuration documentation for Acxiom's internal use	X	
Provide advance notification of required updates to the City of Chicago in accordance with agreed upon change management policies and procedures	X	
Provide advance notification of required updates to Acxiom in accordance with agreed upon change management policies and procedures		X
Provide support for problem determination and resolution for Mainframe network components that are the City of Chicago's responsibility		X
Provide documentation for City of Chicago-provisioned and supported network components		X
Provide test cases and City of Chicago personnel to perform testing for changes		X
Coordinate and communicate with internal City of Chicago resources as required		X

1.8.3 Tools

- IBM NCP and SSP will support the 3745 that is required until the CPD Hot Desk application is decommissioned.
- IBM TCPIP is utilized to provide the remainder of the Mainframe connectivity.

- Acxiom will utilize Network Management tools as detailed in Schedule 1 Hardware and Software.

1.8.4 Communications

- The City of Chicago will communicate changes for the network environment through the standard request management process. Acxiom will only perform this function at the request of authorized City of Chicago personnel.
- Acxiom will notify the City of Chicago of all changes or enhancements to network hardware and/or software to the City of Chicago.

1.8.5 Assumptions

Acxiom's solution includes the managed support of (2) T1 circuits for CPD Hot Desk requirements.

- At such time as the CPD Hot Desk is decommissioned, all Mainframe network traffic can be accommodated utilizing the OSA Adapters on the Mainframe CPU.

1.8.6 Service Levels

The Service Levels referenced in this section will be measured and calculated on a monthly basis.

1.8.6.1 Network Management Service Levels

WAN, VTAM, FEP, Availability: Prime Time: WAN, VTAM, and all FEPs will be available a minimum of 99.8% during prime time. There will be a maximum 20 minutes of outage per week (Prime Time). Non-prime Time: WAN, VTAM, and all FEPs will be available a minimum 98% overall. Total outages (i.e., Prime and Non-Prime) will not exceed 90 minutes per month.

1.8.7 Reporting

- Acxiom will continue to provide the City of Chicago with the Monthly SLA Report measuring Network Availability.
- Acxiom will continue to provide the "Daily Ticket Report" to the City of Chicago which reflects any issues related to the Network environment.
- Should the City of Chicago require additional reporting, Acxiom will work with the City of Chicago to determine the impact of the additional reporting requirements.

1.8.8 Billing and Invoicing

Acxiom's solution includes Network Management services as described in this section for the resources described in Schedule 1 Hardware and Software as governed by Exhibit 2 Schedule of Compensation.

1.9 Database Management

1.9.1 Service Category Description

Acxiom shall maintain, configure, and support all vendor-supported releases of the City of Chicago's Mainframe Database software and the Mainframe Database components of other software. Acxiom will provide services as described in this service category for the two DB2 subsystems and four Oracle instances currently running in the City of Chicago's mainframe environment. At such time as the CPD Hot Desk and DB2 are decommissioned, Acxiom will provide services for the four remaining Oracle instances.

As the City of Chicago's DB2 version is no longer supported by IBM, Acxiom will continue to support the City of Chicago's DB2 environment on a "Best Efforts" basis. Acxiom cannot, however, warrant the functionality of software that is not supported by the vendor.

Acxiom will support the City of Chicago's Database environment. This includes all aspects of the Database Management Systems Software. The City of Chicago will retain ownership of the applications within the Database regions.

The City of Chicago will maintain ownership of the viability of all database application backups. Acxiom will execute the backup and restore processes as requested by the City of Chicago as part of the Job Scheduling and Job Monitoring services. Acxiom will work with the City of Chicago to make the backup processes more timely and efficient using current technologies as applicable.

1.9.2 Required Resources

- The Acxiom database administration staff will provide ongoing technical support to the City of Chicago's database environment. Acxiom will review new technical changes related to all on-line systems and maintenance requirements as applicable. Acxiom will work with the City of Chicago to identify potential implications of any changes to the City of Chicago's business applications. The City of Chicago will provide Acxiom with a list of personnel who are authorized to make changes to databases (DB2 and Oracle) and requests concerning subsystem availability.

Table 12. Activities and Tasks

Tasks	Acxiom	City of Chicago
Technical Database Administration Services		
Maintain, configure, and define the database software, and initialize or migrate the system directories, catalogs, or dictionaries when required	X	
Apply software maintenance to database software and tools and the database components of other software	X	

Tasks	Acxiom	City of Chicago
Perform system database backups	X	
Monitor system databases	X	
Recover system databases	X	
Perform database system level problem determination and resolution	X	
Participate in planning and execution of disaster recovery of Mainframe database systems with the City of Chicago as applicable for contracted disaster recovery services	X	
Application Database design and changes		X
Application Database backups, monitoring, recovery, utilities and security		X
Provide advance notification of required updates in accordance with agreed upon change management policies and procedures		X
Provide test cases and City of Chicago personnel to perform testing for System Database changes		X
Coordinate and communicate with internal City of Chicago resources as required		X

1.9.3 Tools

- Acxiom will utilize DB2 and Oracle-related software tools as detailed in Schedule 1 Hardware and Software
- Due to the age of the DB2 version utilized by the City of Chicago, there are currently no monitoring tools installed in support of this software. Since the City of Chicago has indicated a direction to decommission DB2 in the near term, no monitoring tools are included in this Statement of Work.

1.9.4 Communications

- Acxiom will monitor the City of Chicago's database system environment and review trends and anomalies with the City of Chicago's database personnel as needed.
- All changes, issues and abends will be reported utilizing Acxiom's standard Change Control and Incident Management processes.
- The City of Chicago will communicate all requests for changes to the database environment utilizing Acxiom's request management processes.

1.9.5 Assumptions

- Acxiom's solution assumes that the City of Chicago's DB2 regions continue to run unsupported until such time as they are decommissioned.
- If the City of Chicago requires that any Mainframe software remain at vendor-unsupported levels or that they be allowed to fall behind Acxiom's planned upgrade schedule, the parties will discuss the ramifications of such inaction. If the parties agree that such software will not be upgraded, there will be additional charges to City of Chicago to

use such back-level software versions which may include additional hardware or LPARS required to allow such non-supported software to continue to operate. Should the back-level software necessitate the City of Chicago's removal from Acxiom's Sysplex or other shared environment, Acxiom will increase the monthly charges to the City of Chicago for these additional software fees as well. Acxiom will increase the monthly charges to the City of Chicago for any additional costs incurred as a result of the City of Chicago's decision to remain on back-level software.

- In addition, the parties will agree in writing on the releases (Service Levels, services or liability from IBM or third party vendors) required due to the City of Chicago's decision not to upgrade. Acxiom will not warrant support for back-level software and such support will be on a "Best-Efforts" basis only.
- The DB2 Version 3 environment must be decommissioned prior to migrating the City of Chicago's Mainframe processing to a shared environment.

1.9.6 Service Levels

1.9.6.1 Database Management Service Levels

The Service Levels referenced in this section will be measured and calculated on a monthly basis.

Availability: All mainframe application (DB2/Oracle) Regions will be 99.8% available on a 7 x 24 basis. Each mainframe online application will be available 99.8% of the time when the associated Region is available. Application region outages caused by unsupported software or application errors will be excused from this calculation.

1.9.7 Reporting

Acxiom will continue to provide to the City of Chicago the Monthly SLA Report measuring Database Availability.

Should the City of Chicago require additional reporting, Acxiom will work with the City of Chicago to determine the impact of the additional reporting requirements.

1.9.8 Billing and Invoicing

Database Management services for DB2 and Oracle as described are included in Acxiom's fees for the baseline number of DB2 subsystems and Oracles instances as governed by Exhibit 2 Schedule of Compensation.

At such time as the DB2 subsystems are decommissioned, Database Management services for the Oracle subsystems will continue to be provided as governed by Exhibit 2 Schedule of Compensation.

1.10 Security Management

1.10.1 Service Category Description

Acxiom will manage and control access to information stored on the City of Chicago's Mainframe system. Acxiom will work with the City of Chicago to implement security controls as required by both Acxiom and the City of Chicago. Acxiom will make recommendations to the City of Chicago regarding best practices so as to help ensure optimal protection of data and resources stored within Acxiom's Mainframe computing environment. Acxiom will perform security administration tasks, capture security loggings and provide security reports based on Acxiom and City of Chicago requirements.

Acxiom shall provide Standard and Premium Security Services to the City of Chicago.

1.10.1.1 Standard Security Services

Acxiom will install, configure and maintain the Mainframe security software and security add-on products in use by the City of Chicago as described in Schedule 1 Hardware and Software. Acxiom will continue to support the City of Chicago's security product exits as they currently exist. Acxiom will maintain the global option security settings as required. However, for global option settings relative to controlling system resources, Acxiom will maintain its minimum standard requirements. Acxiom will perform all system-level security administration such as the security of system and product libraries. Acxiom will be the source for security administration support of all Acxiom users and Acxiom resources. As such, Acxiom retains use of the full-scoped, highest level security administration function.

Acxiom will capture all security event logging records and provide standard security reports to the City of Chicago. Acxiom will review system security reports and Acxiom user and resource critical security events and loggings on a daily basis on normal business days.

Acxiom will answer auditor questions and provide information as required as it relates to the Acxiom system security environment.

1.10.1.1.1 <u>Standard Security Notes:</u>

- The City of Chicago's security requirements must meet Acxiom's minimum security requirements. Wherever a security setting is requested by the City of Chicago that is adverse to Acxiom's security standards and where such security implementation jeopardizes the security of other Acxiom systems, Acxiom has the right to deny the use of such implementations and will work with the City of Chicago to determine an alternate solution in order to avoid the security risk.
- Whenever a security policy or procedure has been implemented by the City of Chicago that is adverse to Acxiom's security standards and where such policy jeopardizes the security of other Acxiom systems, Acxiom

has the right to deny the use of such policy and will work with the City of Chicago to adapt a new policy to avoid the security risk.

- Acxiom does not support any City of Chicago application security environments.

1.10.1.2 Premium Security Services

Acxiom will provide Standard Security Services as described above to the City of Chicago. In addition, Premium Security Services include Acxiom-provided Security Administration Services for all City of Chicago users and City of Chicago resources as well as City of Chicago userid password resets.

Acxiom will work with City of Chicago personnel to determine what is deemed appropriate access to the City of Chicago's resources. The City of Chicago will determine the logical security requirements for their users and resources. Acxiom will maintain a list of City of Chicago personnel who are authorized to request a security change for City of Chicago users and City of Chicago resources.

The City of Chicago will be responsible for the security event logging review of their users and resources.

1.10.1.2.1 Premium Security Note:

- Acxiom does not support any City of Chicago application and customized security environments.
- Acxiom only provides password resets for CPD and does not provide any other Security Administration support for the CPD resources or userids.

1.10.2 Required Resources

- Acxiom systems programming staff will provide ongoing support for the City of Chicago's ACF2 software. This will include new releases and maintenance levels of ACF2.
- Acxiom will coordinate changes to the ACF2 environment with the City of Chicago utilizing the standard Change Control procedures
- Acxiom will provide ACF2 security administration for all Userids and resources at current request levels prior to the decommission of the CPD Hot Desk and DB2. As such time as the CPD Hot Desk and DB2 applications are decommissioned from the mainframe environment, Acxiom will provide this support with an approximate 88.71% decrease in Userids, resources and requests as further described in Exhibit 2, Schedule of compensation.
- At such time that the City of Chicago migrates to a shared processing environment, changes will be required to the security objects and resources. The City of Chicago will work with Acxiom to implement the necessary changes. The City will continue to be responsible for all ACF2

security administration for CPD with the exception of password resets which will be performed by Acxiom.

Table 13. Activities and Tasks

Tasks	Acxiom	City of Chicago
Mainframe System Security – Standard Security Services		
Security software installation, configuration and support	X	
Determine global security settings for system resources	X	
Security software standard exit support	X	
Answer the City of Chicago's security questions relative to security software and global settings	X	
Provide change notification of security software upgrades and global option security setting changes	X	
Support security software during disaster recovery activities, as contracted	X	
Determine security requirements for systems resources	X	
Implement Acxiom security policies for system and Acxiom resources and Acxiom users	X	
Provide access control for all Acxiom userids	X	
Provide resource protection for all system (non-City of Chicago) resources	X	
Implement Acxiom security policies	X	
Perform userid security administration for all Acxiom users	X	
Userid/password reset for all Acxiom users	X	
Capture security event logging records	X	
Answer auditor questions relative to the system security of the mainframe security environments	X	
Provide to the City of Chicago Acxiom's standard ACF/2 reports	X	
Provide security requirements for software and global option settings (except those which affect system resources)		X
Notify Acxiom of any security abnormalities		X
Review security event logging reports for City of Chicago users and resources		X
Document access requirements by Acxiom users to City of Chicago resources		X
Provide a list of application-specific security environments and procedures for channeling security problems to the City of Chicago's support representative of that system		X
Provide a list of sensitive resources Acxiom support personnel should not have access to		X
Provide documentation regarding any special security requirements		X

Table 14. Activities and Tasks

Tasks	Acxiom	City of Chicago
Mainframe System Security – Premium Security Services		
Perform all activities listed in Standard Security Services	X	

Tasks	Acxiom	City of Chicago
Provide resource protection for all system, Acxiom and City of Chicago resources	X	
Provide userid administration for Acxiom and City of Chicago personnel	X	
Perform processing of daily security requests for all users (Acxiom and City of Chicago)	X	
Utilize standard security product software available on the system in order to generate security event logging reports	X	
Answer auditor questions relative to the security administration for all users and resources	X	
Provide Security Support during Disaster Recovery exercises, as contracted	X	
Provide password reset support for CPD Userids	X	
Provide security administration for the Chicago Police Department (CPD) userids and resources		X
Review security event reports for City of Chicago users and City of Chicago resources		X
Provide procedure for City of Chicago userid/password resets		X
Provide list of authorized users for security requests and ongoing support of this list		X
Provide a copy of security form		X
Provide documentation of processing procedures for the City of Chicago's security requests		X
Provide documentation of procedures to follow for security administration tasks during disaster recovery exercises, as contracted		X
Provide a list of application-specific security systems and procedures for channeling security requests to the client support representative of that system.		X

1.10.3 Tools

- Acxiom will utilize ACF2 to provide Security Administration services as detailed in Schedule 1 Hardware and Software

1.10.4 Communications

- All changes and issues will be reported utilizing Acxiom's standard Change Control and Incident Management processes.
- The City of Chicago will make security requests utilizing Acxiom's request management processes.

1.10.5 Assumptions

- Acxiom will provide Security Administration for the City of Chicago's ACF2 security environment.

- CPD will continue to administer its own ACF2 security environment with the exception of password reset which Acxiom will support.
- The City of Chicago will continue to administer all non-ACF2 and internal product security
- When CPD Hot Desk and the DB2 applications are decommissioned and the City of Chicago's workload is migrated to the shared environment, it is assumed that the security resources and security support are decreased by approximately 88.71% as further defined in Exhibit 2, Schedule of Compensation.
- The City of Chicago's ACF2 environment can be integrated into the ACF2 security environment in the target shared LPAR.

1.10.6 Service Levels

- There are no Service Levels specific to Security Administration services. Acxiom will process the City of Chicago's security requests according to standard request response times.

1.10.7 Reporting

There are no reporting requirements for Acxiom's Security Management service.

Should the City of Chicago require additional reporting, Acxiom will work with the City of Chicago to determine the impact of the additional reporting requirements.

1.10.8 Billing and Invoicing

Standard and Premium Security Administration services as described in this section are included in Acxiom's fees for the current number of resources and requests as governed by Exhibit 2 Schedule of Compensation.

At such time as the CPD Hot Desk and the DB2 subsystems are decommissioned, the new baseline for services will be approximately 12.29% of the Userids, resources and requests as governed by Exhibit 2 Schedule of Compensation.

1.11 Backup and Recovery Management

1.11.1 Service Category Description

Acxiom will provide backup and recovery management for the City of Chicago's data utilizing the tape technology as described in Schedule 1 Hardware and Software.

Acxiom will maintain the hardware and software required to backup the City of Chicago's data. The City of Chicago will retain ownership for the design and setup of their application backups to ensure that specific applications are recoverable.

1.11.2 Required Resources

- The Acxiom technical support staff will provide ongoing support for the City of Chicago's DASD storage environment. This includes DASD management utilizing the tools detailed in Schedule 1 Hardware and Software. Acxiom will schedule the execution for all application back up jobs as directed by the City of Chicago and monitor them for exceptions as defined in CA-7 as described in the Job Scheduling and Job Monitoring service section of this Statement of Work.
- The City of Chicago will continue to code application backup jobs.
- Acxiom will execute full volume backups which are run six (6) nights per week.
- Acxiom will prepare all off-site tapes for shipment and will work with the City of Chicago to negotiate a favorable agreement with an off-site tape vendor

Table 15. Activities and Tasks

Tasks	Acxiom	City of Chicago
Technical Support – Backup and Recovery Management		
Perform full volume backups 6 days per week	X	
Perform off-site tape vaulting for the full system volume backups	X	
Schedule and execute Application backups and directed by City of Chicago as part of the Job Scheduling and Job Monitoring service	X	
Assist with City of Chicago application backup and recovery processes as needed or reasonably requested	X	
Provide application tape retention and off-site rotation as directed by the City of Chicago • Code tape management definitions per the City of Chicago's requirements • Make changes to the tape management definitions as required for tape retention and off-site vaulting rules	X	
City of Chicago application backup recovery and processes		X
Provide retention and off-site tape rotation requirements in writing		X

1.11.3 Tools

- Acxiom will utilize backup tools and Job Scheduling software to provide this service as detailed in Schedule 1 Hardware and Software

1.11.4 Communications

- Acxiom will monitor the City of Chicago's scheduled backup jobs and review trends and anomalies with the City of Chicago as needed.
- All changes, issues and abends will be reported utilizing Acxiom's standard Change Control and Incident Management processes.
- The City of Chicago will communicate all requests for changes to the backup environment utilizing Acxiom's request management processes.

1.11.5 Assumptions

- Backups scheduled by City of Chicago Application Programmers are complete and will be able to restore an application back to a single point of time as required by the City of Chicago's application.
- City of Chicago application backup job streams contain the proper commands to de-allocate files from On-line regions as required.
- Acxiom will provide all support for the backup of system data.
- The City of Chicago will retain responsibility for the design and build of its Application System backups
- The City of Chicago will be responsible for contracting with an off-site vendor for the City of Chicago's tape vaulting and long term storage requirements.

1.11.6 Service Levels

1.11.6.1 Backup and Recovery Management Service Levels

There are no Service Levels specific to data backup. Data backup will be performed to ensure that Acxiom meets the System and DASD Availability SLAs as defined in the applicable sections of this Statement of Work.

1.11.7 Reporting

Acxiom will continue to provide the "Daily Ticket Report" to the City of Chicago which reflects all Job Scheduling requests as well as all Job Abends and any activity related to the processing of the batch schedules which include the backup jobs.

Should the City of Chicago require additional reporting, Acxiom will work with the City of Chicago to determine the impact of the additional reporting requirements.

1.11.8 Billing and Invoicing

All Backup and Recovery services as described for baseline volumes of DASD and tape usage are included as governed by Exhibit 2 Schedule of Compensation.

1.12 Disaster Recovery Plan and Implementation Services

1.12.1 Service Category Description

Acxiom will provide Disaster Recovery services to the City of Chicago's mainframe processing. Acxiom will perform (2) 24-hour Disaster Recovery tests per year in which the City of Chicago may participate. Acxiom will be responsible for maintaining a system to run the City of Chicago's work, as well as technical and operational staff as required.

1.12.1.1 Required Resources:

- The City of Chicago's Disaster Recovery will be provisioned at a SunGard location. As the City of Chicago reduces its Mainframe capacity requirements with the decommissioning of the CPD Hot Desk and the DB2 applications, Acxiom may migrate the Disaster Recovery solution to an Acxiom Internal Disaster Recovery center in Arkansas.
- Acxiom will provide Disaster Recovery hardware resources at the baselines as described in Schedule 1 Hardware and Software.
- Acxiom will provide (2) 24-hour tests per year.
- This testing time shall include both system and application restoration and testing time.
- The Recovery Time Objective (RTO) is 48-hours.
- Acxiom will provide System Disaster Recovery support.
- The City of Chicago will retain responsibility for application backup, restoration and recovery.

Table 16. Activities and Tasks

Disaster Recovery		
While utilizing a third party DR partner, Acxiom will contract with the partner and coordinate/define technology requirements	X	
Provide administration and maintenance of contracted warm site services provided by the third party DR partner	X	
While utilizing a second Acxiom location, Acxiom will coordinate and define the City of Chicago's technology requirements	X	
Include warm site expectations and requirements in recovery plan	X	
Ensure the appropriate level of testing time as required by City of Chicago at either third party DR partner or alternate Acxiom location	X	
Provide to Acxiom the City of Chicago's DR hardware recovery requirements		X
Provide to Acxiom the City of Chicago's DR network recovery requirements		X

Provide to Acxiom the City of Chicago's DR workspace recovery requirements		X
Provide to Acxiom the City of Chicago's defined RTO and RPO objectives		X
Define the City of Chicago's prioritized list of critical applications		X
Provide resources to execute the DR recovery processes and procedures		X
Review mutually agreed upon recovery test objectives and plan, which explain what will be tested and desired results	X	
Facilitate testing activities, such as meetings and developing timelines	X	
Coordinate the testing activities	X	
Secure the testing environment (internal/external)	X	
Arrange for the site, document objectives for each test, arrange for the delivery of required tapes to the recovery center, and perform the recovery of the operating system	X	
Facilitate the external recovery site through Acxiom's DR partner	X	
Provide City of Chicago personnel to actively participate with DR planning and testing		X
Participate in the pre- and post-test meeting		X
Provide City of Chicago-specific tape / DASD files that are required for recovery		X
Provide currently employed DR practices and procedures		X
Work with Acxiom to determine scheduled test dates		X
Application testing and/or data restoration		X
Define data application requirements and work with Acxiom associates to ensure said backups are defined as off-site backups		X
Assess the City of Chicago's environment (shared or standalone mainframe and managed server)	X	
Provide detailed plan of Acxiom and City of Chicago's backup/restore requirements and recovery options	X	
Develop City of Chicago-specific technical disaster recovery plan	X	
Provide current BC/DR practice documentation and methodology		X
Define critical RTO (recovery time objectives) and RPO (recovery point objectives)		X
Provide crisis and escalation plan		X

1.12.2 Tools

Acxiom will utilize the tools required for Production processing as described in Schedule 1 Hardware and Software to facilitate Disaster Recovery.

1.12.3 Communications

- Testing dates will be communicated to the City of Chicago at the beginning of each year. Acxiom will conduct pre- and post-test meetings

with the City of Chicago to determine the test plans and to review the test results.

1.12.4 Assumptions

- Acxiom will prepare all off-site tapes for shipment and will work with the City of Chicago to negotiate a favorable agreement with an off-site tape vendor
- Testing time provided will be sufficient to meet the City of Chicago's needs
- Resources as provided will be sufficient to meet the City of Chicago's needs
- RTO as provided will be sufficient to meet the City of Chicago's needs
- Acxiom will provide recovery support for the Operating System
- The City of Chicago will retain responsibility for Application backup, restoration and recovery

1.12.5 Service Levels

There are no Service Levels specific to Disaster Recovery. Acxiom will meet defined RTO and RPO.

1.12.6 Reporting

Objectives and results of DR tests will be communicated to the City of Chicago within 30 business days following a DR test.

1.12.7 Billing and Invoicing

Disaster Recovery services for the City of Chicago are included at the baseline levels both before and after the CPD Hot Desk and DB2 are decommissioned as governed by Exhibit 2 Schedule of Compensation.

1.13 Hardware and Software Maintenance and Upgrades

1.13.1 Service Category Description

1.13.1.1 Hardware

Acxiom will install, configure, maintain, and support the Mainframe hardware components located at Acxiom's Downers Grove Data Center and at the City of Chicago's Daley Center location for which Acxiom has financial and operational responsibility as described in Schedule 1 Hardware and Software.

Acxiom will maintain all hardware with valid service contracts. Hardware covered under this agreement will be located in Downers Grove, the City of Chicago, and at the Disaster Recovery location.

Acxiom shall provide a "Lab" environment for Acxiom to perform system software installation and testing prior to implementation in the City of Chicago's production environment.

1.13.1.2 Software

Acxiom will install, configure, maintain and support operating system software, as well as third party system software, in the Mainframe Environment as described in Schedule 1 Hardware and Software.

Acxiom will maintain the City of Chicago's Mainframe environment on vendor-supported software levels for all products unless otherwise requested by the City of Chicago.

1.13.2 Required Resources

- Acxiom will manage and maintain all hardware and software contracts for the products for which Acxiom has financial responsibility as detailed in Schedule 1 Hardware and Software.
- The City of Chicago will manage specific contracts as noted in Schedule 1 Hardware and Software. Where applicable, the City of Chicago will allow Acxiom staff to contact vendors for maintenance and support.

Table 17. Activities and Tasks

Tasks	Acxiom	City of Chicago
Technical Support - Hardware Management		
Maintain hardware configuration documentation for Acxiom's internal use	X	
Maintain centralized hardware database for Acxiom's internal use	X	
Maintain pictorial representation of device configuration for Acxiom's internal use	X	
Perform inventory tagging	X	
Configure and install Mainframe hardware • Schedule installation with vendor and Acxiom acquisition teams • Coordinate configuration with vendor • Schedule installation following standard change control procedures	X	
Apply Microcode and MCL (Microcode Level) updates as required • Conduct MCL reviews with hardware vendors on a regular basis • Apply relevant MCL updates as required following standard change control procedures	X	

Tasks	Acxiom	City of Chicago
Manage preventive maintenance • Meet with vendors on a regular basis to discuss open hardware issues, review vendor performance and hardware problems • Proactively schedule maintenance with vendors as needed • Maintain microcode at vendor supported levels • Schedule hardware maintenance with City of Chicago following standard change control procedures	X	
Plan and implement changes with minimal City of Chicago impact • Configure hardware to meet the City of Chicago's requirements • Implement hardware to support City of Chicago environments • Schedule hardware implementations with the City of Chicago following standard change control procedures • Plan hardware implementations so changes may be backed out if necessary	X	
Provide advance notification of required updates to the City of Chicago in accordance with agreed upon change management policies and procedures	X	
Provide advance notification of required updates to Acxiom in accordance with agreed upon change management policies and procedures		X
Provide test cases and City of Chicago personnel to perform testing for changes		X
Coordinate and communicate with internal City of Chicago resources as required		X
Technical Support – Software Management		
Maintain Acxiom developed software inventory database for Acxiom's internal use	X	
Monitor software usage to identify obsolete software and unauthorized software usage	X	
Remove obsolete and unauthorized software from the system utilizing standard change control procedures	X	
Maintain software authorization codes for software identified as being Acxiom's financial responsibility	X	
Schedule and apply authorization codes for software identified as being Acxiom's financial responsibility utilizing standard change control procedures	X	
Install, support and maintain the operating system and 3rd party software at vendor-supported levels. (See Software Management Note 1) • Schedule software upgrades to currently supported release levels • Schedule software upgrades following standard change control procedures	X	

Tasks	Acxiom	City of Chicago
Apply HIPER fixes as required • Review software maintenance buckets on a regular basis for HIPER PTFs • Apply relevant HIPER PTFs on a regular basis following standard change control procedures	X	
Plan, coordinate with City of Chicago and implement software changes with minimal impact to the City of Chicago's environment • Upgrade software on test systems and perform initial verification • Configure software to meet the City of Chicago's requirements • Implement software changes in production environments • Schedule software changes following standard change control procedures • Plan software implementations so changes may be backed out if necessary	X	
Troubleshoot and resolve software failures • Provide problem resolution • Work directly with software vendor when necessary to resolve software failures	X	
Provide advance notification of required updates to the City of Chicago in accordance with agreed upon change management policies and procedures	X	
Provide advance notification of required updates to Acxiom in accordance with standard change management procedures		X
Provide system requirements		X
Provide application requirements		X
Provide Applications for test environment (if desired)		X
Provide test cases and City of Chicago personnel to perform testing for operating system and 3rd party system software changes		X
Coordinate and communicate with internal City resources as required		X

1.13.2.1 Software Management Notes:

1. If the City of Chicago requires that any Mainframe software not be upgraded to vendor-supported levels, or that the City of Chicago is allowed to fall behind Acxiom's planned upgrade schedule, the parties will discuss the ramifications of such inaction. If the parties agree that such software will not be upgraded, there will be additional charges to the City of Chicago to use a back-level version of Mainframe software which may require additional hardware or LPARS to allow such non-supported software to continue to operate. Should the back-level software necessitate City of Chicago's removal from Acxiom's Sysplex or other shared environment, Acxiom will increase the monthly charges to the City of Chicago for these additional fees as well.

Acxiom will increase the monthly charges to the City of Chicago for any additional costs incurred as a result of the City of Chicago's decision to remain on back-level software.

In addition, the parties will agree in writing on the releases (Service Levels, services or liability from IBM or third party vendors) required due to the City of Chicago's decision not to upgrade. Acxiom will not warrant support for back-level software, and such support will be on a "Best-Efforts" basis only.

1.13.3 Tools

- Acxiom will utilize custom databases and reports to manage software and hardware contracts.
- Acxiom also uses IBM Tivoli License Compliance Manager to inventory systems and accurately identify the software products that are being used. This product monitors programs executed and performs analysis on programs executed.

1.13.4 Communications

- All changes and issues will be reported utilizing Acxiom's standard Change Control and Incident Management processes.
- The City of Chicago will make requests utilizing Acxiom's request management processes.

1.13.5 Assumptions

- At the time that the City of Chicago is able to reduce the MIPS requirements through the elimination of the CPD Hot Desk and DB2 applications, the City of Chicago's Mainframe workload will be transitioned to a shared LPAR on a shared Mainframe at a baseline of 18.63 MIPS. As the City of Chicago's Mainframe workload decreases in the Shared environment, the software for which Acxiom has financial responsibility will be provisioned at the appropriate MIPS level.
- The City of Chicago will be entitled to a monthly price reduction as specified in Exhibit 2 Schedule of Compensation commensurate with the reduction of Mainframe MIPS once the CPD Hot Desk and DB2 applications are removed from service.
- Acxiom will provide the software for the shared environment as indicated in Schedule 1 Hardware and Software. Acxiom assumes that the licenses on the City of Chicago's dedicated Mainframe will be transitioned to the shared environment.
- The configuration as described will be sufficient to meet the City's needs and SLA requirements
- The City of Chicago's workload will be able to rejoin the Downers Grove Shared Sysplex at the time that the z9 processor is implemented for the City of Chicago's Mainframe workload.
- The processors as configured will support the proposed one (1) LPAR.

- For any software running at vendor un-supported levels (and that needs to stay at un-supported levels), Acxiom will provide support on a "best-effort" basis. Any vendor costs incurred in support of this software will be the responsibility of the City of Chicago. If at any time, due to unsupported software, The City's processing must be removed for Acxiom's Sysplex, these additional costs will be the responsibility of the City of Chicago.
- Acxiom will provide software maintenance agreements for all software and hardware which is Acxiom's financial responsibility as indicated in Schedule 1 Hardware and Software.

1.13.6 Service Levels

1.13.6.1 Hardware and Software Maintenance and Upgrades Service Levels

Hardware and Software maintenance will be performed in such a manner as to allow Acxiom to meet the Service Level obligations as outlined in this agreement.

1.13.7 Reporting

There are no reporting requirements specific to this section.

Monthly SLA reporting will to be provided.

Should the City of Chicago require additional reporting, Acxiom will work with the City of Chicago to determine the impact of the additional reporting requirements.

1.13.8 Billing and Invoicing

Hardware, software and services are included at baseline levels as governed by Exhibit 2 Schedule of Compensation. The impact of any additional hardware or software requirements will be determined at the time of the request.

1.14 Environment for Application Development and Testing

1.14.1 Service Category Description

- Acxiom will provide a "Lab" environment for the internal testing of all software upgrades prior to installation in the City of Chicago's environment. The Test CICS, Test DB2 and Test Oracle environments on the City of Chicago's LPAR will be utilized by the City of Chicago's Application Programmers and the City of Chicago's users as required by the City of Chicago.

- Acxiom will consider these test regions environments to require the same level of notification to the City of Chicago as production regions for any system changes.

1.14.2 Required Resources

1.14.2.1 During the Ongoing Support Process

- The test environments will undergo maintenance prior to the production environments.

Table 18. Activities and Tasks

Tasks	Acxiom	City of Chicago
Application Development & Testing Environment		
Apply software maintenance and new releases in Acxiom's Lab environment prior to installation in the City of Chicago's environment	X	
Apply maintenance and changes to Test CICS regions, DB2 Subsystems and Oracle instances prior to implementation in Production as required	X	

1.14.3 Tools

There are no tools specific to this service. The tools as described in Schedule 1 Hardware and Software will be utilized to maintain the City of Chicago's Application Testing environments.

1.14.4 Communications

- All changes and issues will be reported utilizing Acxiom's standard Change Control and Incident Management processes.
- The City of Chicago will make requests utilizing Acxiom's request management processes.

1.14.5 Assumptions

- The City of Chicago's current test environments will be utilized for this purpose.
- Application development is minimal in the Mainframe environment.

Acxiom will maintain these test regions in all aspects as the production regions, except that these regions will receive modifications prior to implementation in the production regions.

1.14.6 Service Levels

There are no Service Levels specifically related to the Application test environments.

1.14.7 Reporting

There are no reports specifically related to the Application test environments

1.14.8 Billing and Invoicing

The test CICS, DB2 and Oracle regions are included as governed by Exhibit 2 Schedule of Compensation.

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2 Managed Hosting Services

2.1 Server Management Services

Server Management Services consist of tasks in support of server hardware components, operating systems, and associated system software in a server environment ("Server Management Services"). Acxiom responsibilities are indicated by level of support: Business Critical ("BC"), Business Standard ("BS") or Business Economy ("BE"). Server assets and level of support are indicated in Schedule 1, Server Hardware and Software.

2.1.1 Hardware Management

Task	Acxiom BC	Acxiom BS	Acxiom BE	City of Chicago	Frequency
Server Management Services – Hardware Management					
Escalate failures of in scope hardware to vendor	X	X	X		As required
Install, configure and support physical connectivity between Acxiom-managed locally-attached devices	X	X	X		As required
Install, configure and manage vendor-supported server components	X	X	X		As required
Coordinate onsite vendor support	X	X	X		As required
Perform troubleshooting to identify hardware issues	X	X	X		As required
Verify new hardware systems or components are operational based on vendor specification	X	X	X		At installation
Provide status regarding installation	X	X	X		One time
Provide preferred configuration settings (written)				X	One time
Provide hardware and maintain hardware support contracts for all City of Chicago provided solution hardware in scope for Acxiom management				X	One time
Provide notification at least 30 days prior to any changes in maintenance agreements (City of Chicago owned maintenance contracts)				X	As required
Submit changes via Service Requests				X	Per change
Provide customer point of contact for key decisions an escalation				X	One time

2.1.2 Software Management

Task	Acxiom BC	Acxiom BS	Acxiom BE	City of Chicago	Frequency
Server Management Services – Software Management					
Initial install of OS and system management software	X	X	X		One time
Operating System upgrade, dependant upon availability from vendor	X	X	X		Annual
Install service packs as provided by vendor	X	X	X		Semi-annually,
Install critical security patches provided by vendor	X	X	X		Quarterly
Provide OS configuration support during customer application installation of third-party software	X	X			As required
Troubleshoot OS configurations	X	X			As required
Provide service request for specific versions of operating systems.				X	As required
Provide test environment if required				X	As required
Provide software media, license keys, support documentation and software maintenance support contracts for all City of Chicago provided software in scope for Acxiom management				X	One time
Perform maintenance for middleware and application software				X	As required
Submit changes via Service requests				X	As required
Provide City of Chicago point of contact for key decisions and escalations				X	One time

2.1.3 Volume and File System Management

Task	Acxiom BC	Acxiom BS	Acxiom BE	City of Chicago	Frequency
Server Management Services – Volume and File System Management					
Mirror internal OS disks	X	X	X		One time
Configure disk resources and new devices	X	X	X		As required
Implement RAID for internal non-OS disks	X	X	X		As required
Create and manage the physical and logical disk layouts (non iSeries)	X	X	X		As required
Create and manage volumes and file systems (non iSeries)	X	X	X		As required
Provide sizing requirements for file systems				X	As required
Identify RAID protection level preferences (internal disks)				X	As required
Provide storage related application requirements impacting administration & system configuration				X	As required
Submit Changes via Service Requests				X	As required
Provide City of Chicago point of contact for key decisions and escalation				X	One time

2.1.4 Server Networking

Task	Acxiom BC	Acxiom BS	Acxiom BE	City of Chicago	Frequency
Server Management Services – Server Networking					
Configure server IP address	X	X	X		As required
Install and configure OS-provided protocols / services	X	X	X		One time
Configure network interface cards	X	X	X		As required
Troubleshoot connectivity issues	X	X	X		As required
Provide documentation of assigned IP addresses	X	X	X		As required
Provide direction regarding preferred network configuration				X	One time
Provide parameters necessary for connectivity to City of Chicago network(s)				X	One time
Submit changes via Service requests				X	As required
Provide City of Chicago point-of-contact for key decisions and escalation				X	One time

2.1.5 Server Security

Task	Acxiom BC	Acxiom BS	Acxiom BE	City of Chicago	Frequency
Server Management Services – Server Security					
Manage file, directory, and device permissions / shares	X	X	X		Continual
Disable insecure services, user accounts, and file shares per Acxiom standards	X	X	X		One time
Manage administrator account access (non iSeries)	X	X	X		Continual
Enforce administrator login through non privileged accounts	X	X	X		Continual
Manage the system log files	X	X	X		Continual
Provide City of Chicago with Acxiom security standards & policies	X	X	X		One time
Provide requested host security parameters				X	One time
Submit changes via Service Requests				X	As required
Provide City of Chicago point of contact for key decisions and escalation				X	One time

2.1.6 Configuration Management

Task	Acxiom BC	Acxiom BS	Acxiom BE	City of Chicago	Frequency
Server Management Services – Configuration Management					
Provide host naming conventions	X	X	X		As required
Configure system and networking services and protocols	X	X	X		One time
Configure system start-up services	X	X			One time
Configure operating system parameters	X	X			As required
Provide initial documentation of system configuration	X	X			One time
Provide base configuration requirements				X	As required
Provide application related dependencies				X	As required
Submit changes via Service Requests				X	As required
Provide City of Chicago point of contact for key decisions and escalation				X	One time

2.1.7 Server Resource Management

Task	Acxiom BC	Acxiom BS	Acxiom BE	City of Chicago	Frequency
Server Management Services – Server Resource Management					
Modify system resource parameters	X	X	X		As required
Allocate partitioned and virtual resources	X	X	X		As required
Troubleshoot system services and processes and terminate as necessary	X	X	X		As required
Manage scheduled administration tasks	X	X	X		Continual
Review needed system resource changes and/or upgrades to optimize configuration	X	X			Quarterly
Workload management (adjust system attributes - subsystems, pools, job queues, routing entries)	X	X			Continual
Manage paging space or swap partitions	X	X			As required
Identify performance issues with standard system tools	X	X			As required
Configures clustering resources	X				One time
Provide direction regarding resource usage priorities				X	As required
Submit changes via Service requests				X	As required
Provide City of Chicago point of contact for key decisions and escalation				X	One time

2.1.8 Server Monitoring & Reporting

Task	Acxiom BC	Acxiom BS	Acxiom BE	City of Chicago	Frequency
Server Management Services –Server Monitoring & Reporting					
Install, configure and maintain monitoring and reporting infrastructure	X	X	X		As required
Patch and upgrade software releases to Acxiom's monitoring systems during standard maintenance windows	X	X	X		As required
Perform automated object discovery to identify managed objects and relationships	X	X	X		As required
Poll objects regularly to collect fault, performance and availability data	X	X	X		As required
Maintain integrity of network management topology	X	X	X		Continual
Test and confirm configuration and alarm generation	X	X	X		As required
Reconfigure installations as required by Acxiom to maintain monitoring services	X	X	X		As required
All parameter and threshold combinations are per Acxiom's standards unless Customer provides alternative settings via request ticket	X	X	X		As required
24x7x365 Monitoring and management	X	X	X		Continual
Provide status on server upgrades & patching	X	X	X		As required
Provide SLA report	X	X	X		Monthly
IP based up/down availability	X	X	X		Continual
Monitoring for system faults	X	X	X		Continual
Hardware events to be captured by the hardware vendor's tools and processed within the Acxiom monitoring infrastructure. Requires the vendor's supported tools to be installed and interfaced to Acxiom's monitoring systems.	X	X	X		As required
Actual hardware events that can be captured and processed will vary by hardware vendor tool but typically include failures of hard drives, network interface cards, power supplies, controllers and fans.	X	X	X		As required
Hardware events may be captured by custom Acxiom code that will process the system event logs on each system looking for error conditions. This is only available on operating systems supported by Acxiom for this purpose and within a scope of conditions as defined by Acxiom.	X	X			As required
CPU utilization with events set when utilization is above a set threshold for a predetermined number of consecutive polls	X	X			Continual
Memory utilization with events set when utilization is above a set threshold for a predetermined number of consecutive polls	X	X			Continual
File System/logical disk space and I/O utilization with events set when utilization is above a set threshold for a predetermined number of consecutive polls	X	X			Continual
Standard OS Process and Windows Auto-start Service monitoring	X	X			Continual

Task	Acxiom BC	Acxiom BS	Acxiom BE	City of Chicago	Frequency
Alerting based on Acxiom standard threshold definitions and polling intervals and issued via Acxiom incident management process	X	X			Continual
Interpretation assistance on standard reports	X	X			As required
Up to ten (10) Customer selected services not being in their designated normal state	X				As required
Up to ten (10) Customer selected processes not being in their designated normal state	X				As required
Implement Customer provided recovery actions to any server side alert parameter, including running customer script, OS commands, restart/kill a process or service. Requests submitted via service request ticket.	X				As required
Ensure that hardware vendor and Acxiom supported SNMP and OS levels are in place				X	Continual
Provide Acxiom SNMP/ICMP access to Acxiom-managed objects from the management station(s)				X	As required
Provide login access and security settings to target systems				X	Continual
Allow Acxiom to install collection/polling servers within City of Chicago network				X	As required
Provide Acxiom access to systems to retrieve performance and availability data				X	Continual
Firewall configuration as necessary and appropriate to permit monitoring.				X	As required
Identify resource by application & ownership				X	One time
Provide notification to Acxiom per Configuration Management process for all changes that will impact monitoring.				X	As required
Submit changes via Service requests				X	As required
Provide City of Chicago point of contact for key decisions and escalation				X	One time

2.2 Storage Management Services

Storage Management consists of tasks performed in support of external disk and storage hardware components, connectivity infrastructure for disk communication, media management, and associated storage software environments. Supported storage assets are indicated in Schedule 1Storage Hardware and Software.

2.2.1 SAN Storage Management

Task	Acxiom	City of Chicago	Frequency
Storage Management Services – SAN Storage Management			
Disk storage provisioning	X		Weekly
Zoning additions & changes	X		Weekly
Production fabric maintenance (ISLs, trunking, Fabric OS upgrades, and fabric expansion)	X		Quarterly
Monitor frame and fabric availability	X		Continual

Task	Acxiom	City of Chicago	Frequency
Provide host hardware & driver interoperability requirements for systems to be SAN-attached	X		As required
Manage SAN / Array based replication	X		Continual
Provide replication support during scheduled DR tests	X		Quarterly
Troubleshoot storage performance	X		As required
Provide RAID protection level preferences on dedicated storage solutions		X	As required
Provide server disk storage requirements		X	As required
Identify capacity, performance, rate-of-consumption requirements for newly SAN-attached servers		X	As required
Provide window for scheduled SAN maintenance on dedicated solutions		X	Quarterly
Submit changes via Service Requests		X	As required
Provide City of Chicago point of contact for key decisions and escalation		X	One time

2.2.2 Storage Monitoring & Reporting

Task	Acxiom	City of Chicago	Frequency
Storage Management Services – Storage Monitoring & Reporting			
24x7x365 Monitoring and management	X		Continual
Monitoring for storage system faults	X		Continual
Alerting based on Acxiom standard threshold definitions and polling intervals and issued via Acxiom incident management process	X		Continual
Provide SLA report	X		Monthly
Standard Reports – see appendix for reference.	X		Monthly
Submit changes via Service requests		X	As required
Provide City of Chicago point of contact for key decisions and escalation		X	One time

2.3 Data Protection Services

2.3.1 Data Protection Management

Task	Acxiom	City of Chicago	Frequency
Data Protection Services – Data Protection Management			
Install, configure and support data protection infrastructure	X		As required
Perform patch updates, firmware updates and upgrades to the data protection infrastructure	X		As required
Perform major release upgrade to data protection software	X		As required
Configure/Modify data protection policy, schedule	X		As required

Task	Acxiom	City of Chicago	Frequency
and retention			
Run test backup job after initial setup	X		As required
Troubleshoot & resolve data protection job failures	X		As required
Restart failed jobs	X		As required
Specify data protection requirements		X	One time
Provide active participation in policy scheduling process		X	Continual
Identify the operating system platform		X	As required
Provide estimated growth rate of eligible data volume		X	Quarterly
Provide City of Chicago point of contact for key decisions and escalation		X	One time

2.3.2 Media Management

Task	Acxiom	City of Chicago	Frequency
Data Protection Services – Media Management			
Manage all media used to store data through the data protection software	X		Continual
Maintain an inventory of the media	X		Continual
Configure tape pools	X		As required
Provide notification when tape supply is low	X		Continual
Remove faulty or damaged tapes	X		As required
Manage offsite tape rotation	X		Continual
Provide inventory of tapes off site	X		As required
Provide for offsite media solution		X	As required
Provide resource for customer sites without an Acxiom onsite resource		X	As required

2.3.3 Data Restoration

Task	Acxiom	City of Chicago	Frequency
Data Protection Services – Data Restoration			
Restore data upon City of Chicago request	X		As required
Coordinate with appropriate support team to ensure successful restore	X		As required
Recall tape from offsite location, if necessary	X		As required
Provide notification of completed restore	X		As required
Perform up to 5 restore tests	X		Quarterly
Identify data to restore, what point in time to restore the data from and source & target for data restore		X	As required
Identify authorized users eligible to request restores		X	Continual
Submit changes via Service Requests		X	As required

2.3.4 Data Protection Monitoring & Reporting

Task	Acxiom	City of Chicago	Frequency
Data Protection Services – Data Protection Monitoring & Reporting			
24x7x365 Job monitoring, management and alerting	X		Continual
Monitoring for Data Protection infrastructure system faults	X		Continual
Provide copy of the configured data protection policy	X		As required
Provide SLA report	X		Monthly
Submit changes via Service requests		X	As required
Provide City of Chicago point of contact for key decisions and escalation		X	One time

2.4 Database Management Services

Database Management Services consist of tasks in support of RDBMS installations and related DBs. Acxiom responsibilities are indicated by level of support: Business Critical ("BC"), Business Standard ("BS") or Business Economy ("BE"). Level of support applicable to a particular DB is indicated below.

2.4.1 Database Software Management

Task	Acxiom			City of Chicago	Frequency
	BC	BS	BE		
Database Management Services – Database Installation					
Install database software	X	X	X		One time
Install database vendor/security patches as it relates to system level database functionality	X	X	X		Quarterly
Configure connectivity between Acxiom managed database and Acxiom managed application servers to ensure database functionality	X	X	X		As required
Perform planned RDBMS upgrade	X	X	X		Annually
Manage and monitor database logs and trace files	X	X	X		Continual
Troubleshoot database system level software problems	X	X	X		As required
Execute non application database system level changes	X	X	X		As required
Testing and validation of required system level changes or installations	X	X	X		As required
Liaison for database maintenance contracts	X	X	X		As required
Interface with Customer DBA team	X	X	X		As required
Execute install scripts as required by third-party application software that relates to system level database functionality	X	X	X		As required
Install Acxiom database management tools	X	X	X		One time
Configure database recovery log options	X	X			As required
Support of the customer's application software				X	Continual

Task	Acxiom BC	Acxiom BS	Acxiom BE	City of Chicago	Frequency
Support for application teams and/or end users				X	Continual
Support, manage and execute application jobs				X	As required
Provide database software, license, and maintenance agreements and contracts				X	As required
Provide written configuration requirements				X	As required
Define database creation, configuration, upgrade, patches and refresh requirements				X	As required
Provide adequate hardware to support the databases if customer is responsible for providing HW				X	As required
Maintain database software versions within vendor supported matrixes				X	Continual
Define authorization requirements to approve changes				X	As required
Submit requests via the Change Control Process				X	As required
Provide Customer point of contact for key decisions, escalations and application owners				X	As required

2.4.2 Database DB Management

Task	Acxiom BC	Acxiom BS	Acxiom BE	City of Chicago	Frequency
System Administration – Software Management					
Manage database availability	X	X	X		Continual
Manage the physical storage structures and attributes associated to system level database support	X	X	X		As required
Manage system and object privileges	X	X	X		As required
Manage user accounts and roles	X	X	X		As required
Problem resolution and escalation	X	X	X		As required
Perform database consistency and structure checks	X	X			As required
Manage database recovery logs	X	X			Continual
Provide documentation for database parameters and system settings	X	X			As required
rebuild index structures	X	X			As required
Manage object statistics	X	X			As required
Refresh development/test/QA databases from production data upon customer request	X	X			Up to 10% per quarter
Responsible for actual data (insert/load, update, delete), indexing and any programs or processes				X	As required
Support for application teams and/or end users				X	Continual
Provide standard maintenance windows				X	Continual
Submit requests via the Change Control Process				X	As required
Provide Customer point of contact for key decisions and escalation				X	As required

2.4.3 Database Security

Task	Acxiom BC	Acxiom BS	Acxiom BE	City of Chicago	Frequency
Database Management Services – Database Security					
Manage file, directory, and device permissions / shares	X	X	X		Continual
Disable Acxiom standard and customer directed insecure services, user accounts, and file shares	X	X	X		One time
Manage administrator account access	X	X	X		Continual
Enforce limited administrator login through non privileged accounts	X	X	X		Continual
Create and mange user accounts and roles	X	X	X		As required
Manage the system log files	X	X	X		Continual
Provide City of Chicago with Acxiom security standards & policies	X	X	X		One time
Provide Password Security recommendations	X	X			Annually
Provide requested host security parameters				X	One time
Submit changes via Service Requests				X	As required
Provide City of Chicago point of contact for key decisions and escalation				X	One time

2.4.4 Database Backup and Recovery

Task	Acxiom BC	Acxiom BS	Acxiom BE	City of Chicago	Frequency
Database Management Services – Database Backup and Recovery					
Perform database backup	X	X	X		As required
Recover and restore database functionality	X	X	X		On failure
Design and implement database physical backup scheme	X	X	X		As required
Design and implement system level logical database backup scheme where applicable	X	X	X		As required
Periodically perform limited backup validation upon customer request	X	X			4 databases per month
Provide backup and recovery requirements, such as backup schedules, offsite tape rotation, retention periods and recovery time/point objectives				X	As required
Define physical and logical backup requirements				X	As required
Participate in database recovery testing				X	As required
Validate database restore				X	As required
Provide the recovery environment for database recovery, validation, testing and upgrades				X	As required
Provide infrastructure for advanced backup architecture to maintain backup windows				X	As required

2.4.5 Configuration Management

Task	Acxiom BC	Acxiom BS	Acxiom BE	City of Chicago	Frequency
Database Management Services – Configuration Management					
Configure space and size of physical database structures including data and index	X	X	X		As required
Configure database parameters	X	X	X		As required
Configure automated startup and shutdown routines	X	X	X		As required
Coordinate with system administrators to configure database related operating system parameters and file system design	X	X	X		As required
Provide base configuration requirements				X	As required
Provide application related dependencies				X	As required
Provide host naming conventions				X	One time
Provide database growth estimates and data load estimates				X	Continual
Submit changes via Service Requests				X	As required
Provide Customer point of contact for key decisions and escalation				X	One time

2.4.6 Database Resource Management

Task	Acxiom BC	Acxiom BS	Acxiom BE	City of Chicago	Frequency
Database Management Services – Database Tuning					
Troubleshoot system services and processes and terminate as necessary	X	X	X		As required
Manage system level database parameters	X	X	X		As required
Identify locking conflicts and latch contention	X	X			As required
Tune memory and storage allocations as related to system level database functionality to meet Service Level Agreements	X	X			As required
Assist application team in identifying performance issues up to the identification of the application code	X	X			As required
Recommend system resource changes and/or upgrades to optimize configuration	X	X			Quarterly
Execute database scripts related to system level database functionality	X	X			As required
Execute DML (Data Manipulation Language)				X	As required
Tune RDBMS HA parameters related to system level database software	X				As required
Configure clustering resources related to system level database software	X				One time
Provide direction regarding resource usage priorities				X	As required
Recommend new indexes and changes to current index structures.				X	As required
Resolve locking conflicts, latch contention, and application performance issues as required				X	As required
Statement level/SQL tuning				X	As required
Submit changes via Service requests				X	As required
Provide Customer point of contact for key decisions and escalation				X	One time

Task	Acxiom BC	Acxiom BS	Acxiom BE	City of Chicago	Frequency
Database Management Services –Database Monitoring & Reporting					
Provide SLA report	X	X	X		Monthly
Database availability monitoring	X	X	X		Continual
Database performance monitoring	X	X			Continual
Alerting based on Acxiom standard threshold definitions and polling intervals	X	X			Continual
24x7X365 Monitoring and management	X	X			Continual
8X5 (8am CST – 5pm CST on business days			X		Continual
Identify DB by application & ownership				X	One time
Submit changes via Service requests				X	As required
Provide Customer point of contact for key decisions and escalation				X	One time

2.5 Service Levels

The Service Level Management process measures and reports performance against the customer's Service Level Agreements (SLA). The Service Level Management process is comprised of the following: definition of service levels, implementation of service level measurements, and reporting and review.

2.5.1 Definition of Service Levels

The Service Level's will detail the specific service provided, the service level, calculation of the service level metric, the trigger (event) for identifying service exceptions, and the service level effective date, as applicable, and the measurement interval.

2.5.2 Implementation of Service Level Measurements

Service level measurements will be implemented during the migration/transition process to measure service levels and generate reports during the transition period to verify service level accuracy. Implementation is comprised of the elements for standard service level measurements listed below:

- Project management of all implementation activities
- Integration of data collection and summarization processes
- Customization of documents used for the monthly summarization of service level metrics (data input forms)
- Creation of initial reports and review with Customer

2.5.2.1 Managed Server Services Service Levels

2.5.2.1.1 Server Management Services

Service Area	**Server Management – Business Critical**
Service Level Description	Ensure availability of Business Critical server cluster, according to the agreed upon service schedule.
Requirement	Server availability – Business Critical servers
Support Hours	24x7x365
Target	Meet 99.9% of the time based on the solution architecture and design.
Calculation	Scheduled uptime of Business Critical server cluster – unscheduled downtime of Business Critical server cluster / scheduled uptime of Business Critical server cluster
Data Collection	Requires Acxiom standard monitoring solution to collect SLA metrics.
Trigger	Point in time when system is not available.
Measurement Interval	Monthly
Notes	If server and OS are provided by customer – assumes that the hardware/software architecture of the server has a demonstrated history of delivering the target service as substantiated by management reports; else Acxiom will require validation period of 180 to establish baseline. Applicable servers are defined in Schedule 1 Hardware and Software. Requires clustered/load-balanced, redundant infrastructure. Acxiom is not responsible for unplanned outages due to unsupported hardware or OS configurations or downtime due to application related issues Acxiom cannot report on or be held accountable for Service Levels that cannot be monitored and reported on using an approved Data Collection method.

Service Area	**Server Management – Business Standard**
Service Level Description	Ensure availability of Business Standard servers, according to the agreed upon service schedule.
Requirement	Server availability – Business Standard servers
Support Hours	24x7x365
Target	Meet 99.5% of the time based on the solution architecture and design.
Calculation	Scheduled uptime of Business Standard server – unscheduled downtime of Business Standard server / scheduled uptime of Business Standard server
Data Collection	Requires Acxiom standard monitoring solution to collect SLA metrics.
Trigger	Point in time when system is not available.
Measurement Interval	Monthly
Notes	If server and OS are provided by customer – assumes that the hardware/software architecture of the server has a demonstrated history of delivering the target service as substantiated by management reports; else Acxiom will require validation period of 180 to establish baseline. Applicable servers are defined in Schedule 1 Hardware and Software. Acxiom is not responsible for unplanned outages due to unsupported hardware or OS configurations or downtime due to application related issues Acxiom cannot report on or be held accountable for Service Levels that cannot be monitored and reported on using an approved Data Collection method.

Service Area	**Server Management – Business Economy**
Service Level Description	Ensure availability of Business Economy servers, according to the agreed upon service schedule.
Requirement	Server availability – Business Economy servers
Support Hours	9x5 (8:00 AM CST – 5:00PM CST) Monday – Friday
Target	Meet 98.0% of the time based on the solution architecture and design.
Calculation	Scheduled uptime of Business Economy server – unscheduled downtime of Business Economy server / scheduled uptime of Business Economy server
Data Collection	Requires Acxiom standard monitoring solution to collect SLA metrics.
Trigger	Point in time when system is not available.
Measurement Interval	Monthly
Notes	If server and OS are provided by customer – assumes that the hardware/software architecture of the server has a demonstrated history of delivering the target service as substantiated by management reports; else Acxiom will require validation period of 180 to establish baseline. Applicable servers are defined in Schedule 1 Hardware and Software. Acxiom is not responsible for unplanned outages due to unsupported hardware or OS configurations or downtime due to application related issues Acxiom cannot report on or be held accountable for Service Levels that cannot be monitored and reported on using an approved Data Collection method.

3 Enterprise Computer Print Services

3.1 Enterprise Computer Basic Print Services

3.1.1 Service Category Description

Acxiom and The Foster Group(TFG) will provide print services to support the City of Chicago's Enterprise Print Services environment as further described below in this Statement of Work (SOW).

Set forth below in each section are the roles and responsibilities of the Parties as applicable to that Section of the Print SOW.

3.1.2 Required Resources

- TFG will provide a staff of five (5) experienced print operators with extensive knowledge of existing print-shop equipment and software tools.

3.1.3 Activities and Tasks

Below is a summary of the primary activities and tasks TFG will perform to deliver the enterprise print services:

Table 19. Activities and Tasks

Develop and augment production schedules and time tables so that routine scheduled reports are produced within acceptable time window and that no more than ten reports are late in a given week.	X	
Sort all printed materials for pick-up or distribution as required to the authorized parties.	X	
Adhere to defined written processes & procedures (e.g. restricting access to City of Chicago secured blank forms and check stock in accordance with procedures).	X	
Execute routine cleaning of equipment. (e.g. keeping production equipment free of toner and paper dust that can disrupt operations). Routine cleaning is conducted as needed.	X	
Vendor management (e.g. contacting and alerting maintenance vendors immediately if the equipment malfunctions).	X	
Schedule routine maintenance as needed .	X	
Stakeholder communication management (e.g.,. sending communiqués of all service disruptions to the impacted City of Chicago departments and to Acxiom on-site management).	X	
Record daily print totals to verify volume based invoicing by City of Chicago vendors.	X	

Complete manual counts of supply items to ensure an adequate on-site inventory for forms, check stock, commodity paper, and hole punched paper. Notify paper vendors or the appropriate City of Chicago Department when stock is approaching par levels.	X	
Participate in City of Chicago Department of Innovation & Technology's (DoIT) bi-annual payroll disaster recovery testing procedures for City's print function.	X	
Supply plain white paper (holed and no-holed)	X	
Supply all other print stock		x
Additional Duties City of Chicago's UNIX/LINUX/Windows backup system tapes and tape drives		
Loading tapes into robot	X	
Ejecting tapes from robot	X	
Label tapes when necessary	X	
Preparing tapes for shipment offsite	X	
Receiving tapes returned from offsite	X	
Filing tapes in tape racks	X	
Pulling tapes from tape racks	X	
Recalling specific tapes from offsite for restore jobs	X	
Manual scanning of bar-coded tapes not in tape catalog for inclusion in an Excel spreadsheet for tracking purposes	X	
Monitoring email for requests to load / eject specific tapes	X	
Monitoring email for tape management reports	X	

3.1.4 Tools

Acxiom will utilize its standard Service Desk problem and incident reporting tool to support print services to the City of Chicago.

City of Chicago will provide and be financially responsible for two (2) desktop computers and two (2) high speed printers.

3.1.5 Communications

Acxiom will maintain a log of all late reports to be provided to the City of Chicago on a monthly basis. All other communications will be handled by Acxiom.

3.1.6 Assumptions

- Financial responsibility for the equipment and maintenance will be provided by the City of Chicago. Maintenance of the GBC binding machines and two high speed Xerox printers will be treated as a pass-thru expense as defined in Exhibit 2.

- Annual volumes will not increase by more than ten percent in any contract period.

3.1.7 Service Levels

The Service Levels referenced in this section will be measured and calculated on a monthly basis. They will be delivered to the City of Chicago upon request.

Timeliness of Reports: All overnight reports will be completed by 7AM on a daily basis. No more than 10 reports per week will miss this deadline.

New Printer Definitions: Define new XPAF printer destinations to JES-2, within five days of the request. In addition, assemble, link edit, and install new printer definitions in the JES-2 Printer exit within 5 days of receipt of request. Acxiom will be expected to meet this requirement for 99% of all requests.

Mantissa Support: Currently City of Chicago employees create the Mantissa Definitions. If the City would like Acxiom to assume this function, Acxiom will work with the City of Chicago to determine the impact of the additional requirements.

City Budget Book Printing: On an annual basis Acxiom will support the City of Chicago's budget book printing as needed and as necessary, at the Daley Center.

Print Volume Reporting: Print volume will be reported on a weekly basis. Physical printed pages will be reported by customer name (derived from Batch and TSO user account), print destination, and form. In addition, weekly printed page trends will be reported for a rolling 52 weeks.

Late Report Log: Acxiom will log all incidents when reports were not ready for pickup when the customer called for them. The log will include: date and time customer arrived for pickup, customer name, job/report name, date and time report was ready for pick up, and reason for delay. This report will be provided on a monthly basis.

3.1.8 Reporting

TFG will record and report printer meter totals daily at the close of business. TFG will maintain an Excel spreadsheet to track weekly, monthly and yearly totals.

Should the City of Chicago require additional reporting, Acxiom and TFG will work with the City of Chicago to determine the impact of the additional reporting requirements

3.1.9 Billing and Invoicing

Laser printer billing will be based on a monthly flat fee of up to two million images per month. Print Services will be billed based upon negotiated charges as defined in Exhibit 2 Schedule of Compensation.

4 Common/Administrative Services

4.1 Ongoing Communications

There will be several ongoing communications meetings that will be used to communicate issues, changes, upcoming major events, review of SLAs, review of new technologies, etc.

4.1.1 Meetings

4.1.1.1 Quarterly Executive Management Oversight Meeting

Upon request by either party, the parties will meet to discuss future capacity issues and major changes to either party's operations. The meeting will allow the City of Chicago and Acxiom to review and set direction for the relationship, share successes, and communicate potential risks to the relationship.

The City of Chicago's CIO, 1st Deputy CIO, and Managing Deputy CIO as well as Acxiom's Relationship Manager and Delivery Manager will attend this meeting.

4.1.1.2 Monthly Oversight Meeting

Upon request by either party, the parties will meet to review and communicate any outstanding SLA issues. This meeting will also be used to review problem management summary information, the escalation processes, and usage and billing information. Additionally, the meeting will be used to agree upon new technical projects, timelines and pricing.

4.1.1.3 Monthly ITSC Change Meeting

Upon request the Acxiom Delivery Manager and Account Manager will attend the monthly City of Chicago DOIT ITSC Meeting. This meeting will discuss upcoming changes planned for the next three months.

4.1.1.4 Weekly Status Meeting

Normally, the Acxiom Account Manager, Delivery Manager, and other personnel as needed will attend weekly status meetings. Normally DOIT Technical Operations Management and other City of Chicago technical resources as required for any ongoing technical projects should attend this meeting as well.

This meeting will review SLAs, major issues from the week, upcoming changes, and the results of changes from the previous week.

4.1.2 Daily Communications

Ongoing communications will be through the Acxiom Client Support Center. Also, the Acxiom Delivery Manager can be contacted to escalate any SEV 1 condition.

4.1.3 Steady State – Ongoing

It is important that the Executive Management Oversight Team continue to monitor and review the ongoing relationship and customer satisfaction with Acxiom. The team should meet periodically to conduct a Service Level review, provide input, direction, and guidance, approve changes, resolve any conflicts, and evaluate Acxiom's overall performance. This team also serves as an executive forum for formal input on near-term and long-term issues important to the City, and to monitor that City requirements are being addressed. Upon request, this team will also be responsible for conducting an annual review of Service Levels.

This team is the formal conduit through which the goals and objectives for both organizations are confirmed. For the City of Chicago, this provides access to the executives of Acxiom with the responsibility and resources to meet and exceed established Service Levels. This arrangement provides an extension to the City of Chicago's IT management organization for resources and counsel in evaluating technology strategies. The figure below depicts the set up of this review board.

Figure 1. Org Chart

4.2 New Technology Implementation

4.2.1 Service Category Description

Acxiom will review new technologies and consider how the City of Chicago will benefit from a new technologies.

As new technologies are brought into the Data Center, Acxiom will provide this information to the City of Chicago. This type of communication is normally done during regularly scheduled meetings or as problems are encountered and a new technology surfaces as the best solution.

Based on Acxiom's understanding of the City of Chicago's direction for the Mainframe environment, the City of Chicago will have minimal requirements for new Mainframe technology. In order, however, to maintain currency in the City of Chicago's environment, Acxiom currently has projects either planned or underway that will refresh the City of Chicago's DASD environment, provide high-density encrypted tape processing, refresh the Mainframe to allow for Sysplex integration, and upgrade the Operating System to current and supported levels. This will ensure that the City of Chicago has access to current technology in support of the Mainframe environment while the City of Chicago works to convert many of the Mainframe applications to other technologies.

4.2.2 Required Resources

Understanding the City of Chicago's business needs and technology direction is a prime requirement before new technologies can be recommended.

Table 20. Activities and Tasks

Tasks	Acxiom	City of Chicago
New Technology Implementation		
Recommend new technologies as they are identified to provide better or more economical solutions to the City of Chicago	X	
Review new technologies	X	X

4.2.3 Tools

Acxiom uses a combination of vendor guidance and active research regarding upcoming Mainframe technologies to stay abreast of Mainframe developments.

4.2.4 Communications

New technologies will continue to be discussed at regularly scheduled meetings. These meetings will ignite discussion regarding the review of new technology and may result in authorization to proceed with implementation of a new technology.

4.2.5 Assumptions

There are no assumptions specific to this section.

4.2.6 Service Levels

There are no Service Levels specific to this section.

4.2.7 Reporting

There is no reporting specific to this section.

4.2.8 Billing and Invoicing

At such time that Acxiom identifies a new technology that will benefit the City of Chicago, the cost implications will be reviewed with the City of Chicago for that specific technology.

4.3 Change Management

4.3.1 Service Category Description

Acxiom and the City of Chicago will adhere to the Technical Change Management Procedures defined in this Section for approving and implementing changes to the computing environment, including but not limited to changes to applications, hardware, software, infrastructure, network components, configurations, and application code promotion. All of the Change Management Procedures will be administered by Acxiom and the City of Chicago.

4.3.1.1 Technical Change Management

This Section is intended to serve as a guide to submitting, approving, and installing any technical, operations or systems changes and other changes to systems, hardware and software ("Technical Changes").

Acxiom shall implement Technical Changes, including emergency changes and bug fixes, in compliance with this Agreement and Acxiom's Technical Change Management Procedures as set forth below. If City of Chicago desires Acxiom to implement a Technical Change, within a mutually agreed period of time after receipt of City of Chicago's written request, Acxiom and the City of Chicago shall mutually agree upon the schedule for implementing such Technical Change.

Technical Change Management will be administered by the City of Chicago Project Executive, the Acxiom representative, and such other Acxiom and City of Chicago personnel as they deem appropriate. In addition, the Acxiom change manager (the "Acxiom Change Manager") is the Acxiom associate who is responsible for the Technical Change Management process and enforcement of that process within his or her area of responsibility, usually by Acxiom location, functional team, or organization. In addition, the Acxiom Change Manager runs the Acxiom Change Advisory Board (as hereinafter defined) meetings, approves Urgency 1 changes, is the escalation path for Emergency changes, and provides a post review of all unsuccessful changes. The Acxiom Change Advisory Board is the group of individuals who must approve a change request.

At a minimum, the group will be made up of a City of Chicago representative, the Acxiom Delivery Manager (DM), Acxiom technical representatives, and the Acxiom Change Manager. Except as is otherwise expressly set forth in the Agreement and this Technical Change Management Section, all other City of Chicago technical changes must be approved by the City of Chicago in accordance with the City of Chicago Change Approval Process.

Acxiom will attempt to schedule Technical Changes during planned outages or scheduled down times, if possible. In the event that a scheduled change may not be completed during a planned outage, City of Chicago and Acxiom will mutually agree upon a time to complete such change and will determine whether additional measures should be taken to protect the City of Chicago's critical business functions during the implementation of such change.

4.3.1.2 Change Requests

Acxiom will utilize change tickets for changes in accordance with this Section. Routine requests, such as password resets and others as can be mutually agreed to by the City of Chicago and Acxiom, do not require a change ticket and may be administered by Acxiom's Service Desk. All other change requests require the completion of a change ticket using Acxiom's designated ticketing system.

The change ticket will include the following information, as applicable and if available:

- Requesting person
- Resource (i.e., device name)
- Summary description of what is being changed
- Detailed description of the change
- Urgency and risks of the change
- Procedure for implementing the change
- Testing of the proposed change. Validation testing is always required. Other testing as needed.
- Back-out procedure
- Timing of the proposed change (scheduled changes must be input into the change calendar at least 10 calendar days in advance unless otherwise agreed by the City of Chicago and Acxiom)
- Documentation necessary for implementation of the proposed change

4.3.2 Required Resources

- Acxiom will complete the City of Chicago System Change Request form for all changes that Acxiom affects on the City of Chicago environment.
- Acxiom will forecast changes as required in the Service Levels.

Table 21. Activities and Tasks

Change Management – Change Requests		
Collect information to integrate the City of Chicago into Acxiom's Technical Change Management Procedures	X	
Obtain the list of resources and related information	X	
Create a list of Acxiom and the City of Chicago individuals authorized to approve changes	X	
Create a list of Acxiom and City of Chicago individuals required to be notified when a change is proposed	X	
Train a mutually agreed upon list of the City of Chicago personnel on proposing changes, approving changes, stopping approved changes, closing out change tickets and reporting changes	X	

Ensure the City of Chicago can accommodate email and paging notification	X	
Schedule changes, to the extent possible and with best efforts, during planned outages or scheduled down times. In the event that a scheduled change may not be completed during a planned outage, the City of Chicago and Acxiom will mutually agree upon a time to complete such change and will determine whether additional measures should be taken to protect the City of Chicago's critical business functions during the implementation of such change.	X	
Maintain the City of Chicago's test environment in place as of the Effective Date	X	
Configure Acxiom's ticketing system based on the City of Chicago's change approver list	X	
Provide resource list		X
Identify individuals authorized to request, approve and view changes		X
Identify list of the City of Chicago personnel to be trained in the use of Acxiom's change management process and tool		X
Identify critical hours of business operations to develop scheduled down time windows		X
Acquire Acxiom's ticketing system license(s) and install on the City of Chicago's Workstations for automated Technical Change Management Procedures		X
Determine the level or nature of changes not requiring a change ticket		X
Review and approve/deny proposed changes		X
Provide schedule of predefined system downtimes for routine maintenance and other work		X

4.3.3 Tools

Acxiom will provide real-time tracking for changes in accordance with this Section. Acxiom will create a change schedule detailing the change requests subject to change tickets that have been scheduled and will update such change schedule on a weekly basis. The City of Chicago may view change requests in the system via the web utilizing Acxiom's designated software tool. Proposed and scheduled changes are tracked as they are approved or completed. All scheduled, pending or completed changes are tracked and can be viewed looking forward or backward. For security purposes, the City of Chicago may only view changes that impact its computing environment.

The following table lists the lead time associated with each urgency level ("***Urgency***" or "***Urgency Level***"). The system automatically assigns the Urgency based on the Lead Time.

Table 22. Lead Time

1	Less than 24 hours
2	>24 hours and < = 72 hours
3	>72 hours and <= 125 hours

4	>125 hours
5	Lead time not required

Lead time is calculated from the time that the request for change is submitted in Acxiom's ticketing system to the time that the implementation of the change is scheduled ("*Lead Time***").

The "***Change Path***" is used for scheduling, reporting and tracking purposes. It indicates the planning level of the change and is directly related to the Urgency Level and Lead Times. The following values are automatically selected and cannot be modified.

Table 23. Change Path

Emergency	Urgency 1 change needed to resolve a critical Incident or request when there is a Severity 1 or Severity 2 Acxiom ticket attached to the request for change
Non-Standard	Urgency 1 that does not have a Severity 1 or Severity 2 Acxiom ticket attached to the request for change
Planned	The change follows the requested Lead Times.
Unscheduled Posted	Any request generated with a requested start time and end time that is in the past. It may or may not have been an Emergency change. The change is documented for tracking purposes.
Common	These changes are predefined, fall under a normal set of behaviors and are extremely low risk. Urgency 5 tickets initiate notifications but do not require change approvals.

Set forth below are the roles and responsibilities of the Parties for this Section.

Table 24. Activities and Tasks

Change Management - Real-Time Tracking System		
Create change schedule for those changes Acxiom has responsibility detailing change requests subject to change tickets that have been scheduled and update change schedule on weekly basis	X	
Track changes in Acxiom change management system	X	
Ensure security to prevent unauthorized access to system information	X	
Review all Unscheduled Posted (restoration of service), Emergency, and Unsuccessful Changes	X	
Notify City of Chicago of all Unscheduled Posted (restoration of service), Emergency, and Unsuccessful Changes for the City of Chicago resources	X	
Notify the City of Chicago if changes are not completed within a specified downtime window	X	
Provide the City of Chicago view access of change requests via the web	X	
Provide current status for every change ticket	X	
Lead change management meetings jointly with the City of Chicago	Shared	Shared
Participate in the change management meetings		X

Approve final agreed upon changes		X

4.4 Communications

Acxiom will conduct change meetings and provide coordination Services which involve the activities described below. The City of Chicago and Acxiom will discuss, as appropriate, completed and upcoming change requests at weekly change status meetings, or as otherwise agreed upon. Both the City of Chicago and Acxiom will be responsible for: (a) assessing the impact of change requests and the risks associated therewith; and (b) verifying successful implementation of change requests.

Set forth below are the roles and responsibilities of this Section.

Table 25. Tasks

Change Management – Change Meetings and Coordination		
Provide the City of Chicago real-time notification via email, or as otherwise agreed upon, of proposed changes and changes in ticket status	X	
Provide real-time access to status of proposed changes	X	
Conduct change meetings with the City of Chicago	X	
Review root cause analysis of changes causing unscheduled down time, per the Problem Management Process	X	
Provide operational support for change testing	X	
Coordinate change timeline process	X	
Provide status summary for all Acxiom implemented changes	X	
Make change reporting available online daily	X	
Provide a daily change control report delivered via email to the Technical Operations staff of the City of Chicago	X	
Define change meeting requirements		X
Participate in change review meetings and in formal change process		X
Provide management support of Acxiom Change Management Procedures		X
Report to Acxiom in advance of making changes (if any) affecting the Services, but not being performed by Acxiom		X
Review and approve all requested changes		X

4.4.1 Assumptions

Ongoing, there will be many products that will require new releases and Program Temporary Fixes (PTFs) as software vendors provide additional maintenance releases. Acxiom will attempt to implement these maintenance updates across the City of Chicago LPARs in a timely fashion. Acxiom may upgrade system software if there is maintenance or a new release available from vendor. All system upgrades, new releases and/or maintenance changes will only be implemented provided that they do not adversely impact the operation of the City's Application Systems.

4.4.2 Service Levels

4.4.2.1 Track Historical Changes to a Resource

Acxiom will track historical changes for each resource to help identify trends and to evaluate stability and reliability, particularly as it relates to hardware.

Set forth below are the roles and responsibilities of the Parties for this Section.

Table 26. Activities and Tasks

Change Management – Track Historical Changes to a Resource		
Track historical changes for each resource to help identify trends and to evaluate stability and reliability	X	
Generate reports, using Acxiom-provided software tools, consisting of information on the change requests for defined resources. These reports may include, as applicable, associated information such as requested start time, duration of the outage (if any is associated with the change), the severity of the requested change, backout plans and the business impact of the requested change	X	
Make all standard reports available via the Acxiom View web site. Eighteen (18) months of reports will be available online or via flat file.	X	
Define report requirements		X
Approve standard delivery of reports via the Acxiom View portal		X

4.4.2.2 User Requests

Acxiom will provide User Request Services which involve the activities described in this Section. User requests are the means by which the City of Chicago initiates a request for change, service or some other type of work request (including In-Scope Service Requests and Out-of-Scope Services). The process usually starts with a call or an email to the Service Desk, or the direct entry of ticket information into Acxiom's ticketing system, and the opening of a user request ticket. The request is reviewed by the Acxiom Delivery Manager and assigned to the appropriate technical team after the scope of the request has been reviewed. The Acxiom technical team then initiates the formal request for change, per the Change Management Procedures. Other requests not requiring change management, such as certain In-Scope Service Requests, other service items, password resets, and/or questions, will be documented within Acxiom's designated user request system.

Set forth below are the roles and responsibilities of the Parties for this Section.

Table 27. Activities and Tasks

Change Management - User Requests		
Record priority level and assign user requests. Priority levels and completion dates may be designated by the City, which designation will not be disputed by the Service Desk. If the City of Chicago does not designate the priority level, the request will be automatically designated as low priority.	X	
The completion date, unless otherwise specified by the City of Chicago or mutually agreed by the parties, is a default value based on the priority level as set forth below. If the priority level or completion date is not designated, then the priority level (and corresponding completion date) will be designated as low priority. • High priority – Default completion date is 24 hours • Medium priority – Default completion date is 5 days • Low priority – Default completion date is 30 days • Project (both In-Scope Service Requests and Out-of-Scope Services) – Default completion date is 1 year. With respect to any In-Scope Service Request that is a project, the request will be assigned to the Acxiom Account Executive. The Acxiom Account Manager will, within a mutually agreed upon time, respond to the City of Chicago with a written preliminary proposal for the In-Scope Service Request project. The City of Chicago will notify Acxiom in writing whether to commence performing the In-Scope Service Request, and Acxiom will not begin performing the In-Scope Service Request until it has been approved.	X	
Add users, remove users and modify user access to Acxiom's ticketing system	X	
Assess, for Out-of-Scope requests and In-Scope project requests, magnitude of effort and requirements	X	
Technical team initiates a request for change from the user request where applicable	X	
Provide written confirmation of receipt as well as completed action	X	
Provide single point of contact at the City of Chicago to provide City of Chicago approvals of user access		X
Submit user request via call or email to Service Desk or submit user request through Acxiom's ticketing system		X

4.4.2.3 Initiating Change

Changes to the environment can be initiated in several ways. The City of Chicago may request a change as a user request, an Incident or Problem could require a change, or Acxiom may initiate a change as a part of normal maintenance. All changes must be recorded pursuant to the Change Management Procedures regardless of how they are initiated. All City of Chicago-initiated changes start with a user request ticket.

Set forth below are the roles and responsibilities of the Parties for this Section.

Table 28. Activities and Tasks

Change Management – Initiating Change		
Implement changes in accordance with the ***Change Management Section***	X	
Provide approval notifications	X	
Provide written confirmation of completed action	X	
Review, approval and/or denial of change requests		X

4.4.3 Reporting

Future Events Reporting: Monthly change projection report, indicating planned events for the next 3 months. This report should include date and time of proposed change, description of change, facilities impacted by the change, and expected duration of outage.

- To clarify, Acxiom forecasts outages a minimum of three months in advance. The detailed descriptions of the work to be done within a specific outage window are provided seven days in advance with major changes detailed 30 days in advance.

Weekly Events Reporting: Report indicating planned outages and change activities for the next week. This log will be published prior to the start of each week, and will be reviewed with City of Chicago Data Center Personnel. The report will include Date and Time of proposed change, description of change, facilities impacted by the change, and expected duration of outage.

Weekly Events Review Reporting: Report reviewing the previous week's activities, indicating planned and unplanned changes that were completed. In addition to the information contained in the Weekly Events report, this report will include actual date and time of the event if it occurred, and results/failure of the event. If the event failed or was unsuccessful, the report should also describe why it failed or did not happen.

Daily Change Control Report: Report of planned changes affecting the City of Chicago.

4.4.4 Billing and Invoicing

These services are provided at no extra charge.

4.5 Client Support Center (Help Desk) Services

4.5.1 Service Category Description

Acxiom will provide Help Desk Services in accordance with this Section. The Acxiom Service Desk will manage Incidents and Requests using Acxiom's standard methodologies.

Acxiom will enhance this process by using a web-based application that enables Acxiom and the City of Chicago to resolve, report, and review Requests and Incidents in real-time.

4.5.2 Required Resources

Acxiom will provide a facility to manage contact information and enable communication between the City of Chicago and Acxiom's support functions ("Contact Management Services"). Contact Management refers to all forms of communication information including, but not limited to, telephone, email, and facsimile. Examples of contact management include City of Chicago calls to the Service Desk that escalate to Level 2 and Level 3 support and follow-up calls back to the City of Chicago.

4.5.2.1 Activities and Tasks

Set forth below are the roles and responsibilities of the Parties for this Section.

Table 29. Activities and Tasks

Help Desk Services - Contact Management		
Serve as single point of contact for the City of Chicago's Incidents, Problems, and Requests	X	
Provide overall Incident Management ownership for reported issues	X	
Provide support during business hours, after hours, and 24x7x365	X	
Maintain escalation and notification matrix	X	
Ensure that Acxiom's SOS is current for the City of Chicago's support needs	X	
Ensure proper ticket assignment for quick resolution	X	
Provide Incident resolution verification	X	
Implement specific business/operations and standardized contact management processes as follows: • Level 1, which logs issues, conducts severity assessments and offers resolution assistance for more routine issues • Level 2 support, includes escalating the Incident to the appropriate Acxiom, City of Chicago or Third Party support team. Level 2 support groups have more specialized business or technical expertise • Level 3 support, includes escalating the Incident beyond Level 2 support to the appropriate Acxiom, City of Chicago or Third Party support team. Level 3 support groups have additional specialized business or technical expertise	X	
Provide the City of Chicago access to web-based contact management documentation	X	
For support purposes, provide access to the City of Chicago profiles and information, as requested	X	
Provide SOS that contains contact information, support teams, Incident types, and backgrounds of products and systems	X	
Provide a detailed description of the Incident or Request		X

Provide any existing ticket numbers related to the Incident, known Problem, or Request		X
Provide the City of Chicago contact numbers for severity levels		X
Approval and signoff of Acxiom SOS		X

4.5.3 Tools

Remedy from BMC is a tool that Acxiom has incorporated into its service delivery. Remedy, or equivalent tool will be used as a vehicle for logging and tracking all tickets from the City of Chicago. The "incident tickets" that are created for City of Chicago related issues get tracked and followed up on in the same manner as all other Acxiom "incident tickets". Through the use of this established process, Acxiom can deliver a more consistent, higher level of service to the City of Chicago. For example, this kind of process and procedure is used by Acxiom to facilitate meeting the backup and recovery management related Service Levels required to meet the needs of the City of Chicago's user community. Acxiom may upgrade or change the ticketing system to better support the City of Chicago at no charge to the City of Chicago provided that it does not adversely affect the City of Chicago's Service Levels.

4.5.4 Communications

Upon request, in connection with the Problem Management Process, Acxiom will perform Root Cause Analysis ("***RCA***") which involves the activities described below. Root Cause Analysis provides a standardized means of addressing City of Chicago impacting events with the sole purpose of preventing recurrence of a Problem.

Set forth below are the roles and responsibilities of the Parties for this Section.

Table 30. Activities and Tasks

Problem Management- Root Cause Analysis		
Document root cause including activities to permanently remove root cause	X	
Provide input from the City of Chicago's perspective regarding root cause	X	
Utilize the standard process as defined by Acxiom in the RCA process documentation	X	
Facilitate RCA process and post mortem meetings	X	
Provide RCA report	X	
Participation in RCA process and post mortem meetings		X
Approve final RCA		X

4.5.5 Assumptions

Acxiom will manage and execute the City of Chicago's project requirements relating to Out-of-Scope Services and to the existing projects identified in the Agreement, as required by the

City of Chicago and subject to terms and conditions mutually agreed upon by the City of Chicago and Acxiom relative to each project. Acxiom will review, develop, and deploy standard project management practices and a methodology which are based on industry standards and are generally accepted and applicable to each individual project.

A "**project**" is defined as a temporary endeavor undertaken to create a unique product or service which may not have been originally contemplated by the parties under the Agreement. "**Temporary**" means that the project has a definite beginning and end and is not considered an ongoing process or service.

Acxiom's project management methodology communicates standard project management practices, techniques and terminology, as well as provides a standard set of tools and a consistent approach to project management with flexibility to manage unique aspects of each project.

Set forth below are the roles and responsibilities of the Parties for this Section.

Table 31. Activities and Tasks

Project Management		
Review, update and deploy Acxiom's standard project management practices, techniques, terminology, and tools. This includes obtaining City of Chicago feedback and incorporating the City of Chicago's recommended changes when applicable.	X	
Provide a centralized repository for all adopted project management practices, techniques, terminology, and standard tools	X	
Provide training documentation in the use of Acxiom's formal project methodology and tools, if required	X	
Assist all areas in the on-going development of project tools relating to specific project disciplines and/or tasks	X	
Upon issuance of a mutually agreed upon project scope document, which takes into consideration the City of Chicago's requirements and Acxiom's proposed solution, Acxiom will initiate the project, develop and implement a plan for executing the project requirements, control resources and close out the project	X	
Define project goals, requirements and schedule		X
Provide project resources, as agreed upon		X
Define unique project management requirements		X
Approve final project plan		X

4.5.6 Service Levels

Acxiom will perform severity assessments in accordance with the provisions of this Section. The Parties will use Acxiom's severity levels, which are identified below in Table 32. Acxiom will assign the Severity Level designated by the City of Chicago employee submitting the Incident Ticket, provided that, if the City of Chicago employee submitting the Incident

Ticket does not specify the Severity Level for the Incident, Acxiom will designate and assign the Severity Level to the Incident based upon the information provided at the time that the ticket is opened. After the Incident Ticket has been submitted, if the City of Chicago requests that the Severity Level be changed, Acxiom will change the Severity Level as requested by the City of Chicago.

Acxiom's Severity Levels are set forth below.

Table 32. Acxiom's Severity Levels

Severity 1 – Severe System outage	• An Incident or situation is causing total service outage; • Enterprise service is no longer provided; • One or more systems are affected; • Normal business operations cannot continue; or • Deliverables or SLRs are compromised.
Severity 2 – Moderate System degraded	• An Incident or situation occurs such that normal business operations at one more City of Chicago business units (client services, data integrity, development) cannot continue or deliverables are at risk of being compromised.
Severity 3 – Low System affected, but critical workflow is not impacted	• An Incident or situation occurs that has a minor impact on the City of Chicago.
Severity 4 – Minimal System affected, but normal workflow is not impacted	• An Incident or situation occurs that has minimal impact to the City of Chicago.

Set forth below are the roles and responsibilities of the Parties for this Section.

Table 33. Activities and Tasks

Help Desk Services- Perform Severity Assessment		
Identify the impact on the City of Chicago's computing environment and the resources required to implement resolution	X	
Assign the Severity Level designated by the City of Chicago or, if none is designated, as determined by Acxiom, and take appropriate action in accordance with this Section	X	
Escalate in accordance with agreed upon escalation procedures and notify Acxiom and the City of Chicago support teams if defined Service Levels are impacted	X	
Communicate with the City of Chicago as needed and before changing a ticket Severity Level	X	
Conduct a formal review (RCA) on all valid Severity Level 1 tickets and upon City of Chicago request	X	
Provide detailed information about the impact of the Incident on the City of Chicago's business operations		X
Identify key City of Chicago personnel that will be designated in Acxiom's ticketing system as having priority status		X
Identify the Severity Level upon opening of a ticket.		X

4.5.6.1 Escalation

Acxiom will provide Help Desk Escalation Services as described in this Section. An Incident must be addressed within Acxiom's standard service timeframes and, in accordance with this Section, the ticket may be escalated for assignment time and closure time. Severity 1 Incidents will be escalated immediately. Acxiom's standard escalation process provides that issues are addressed with the appropriate urgency. Acxiom's standard service timeframes are set forth below.

Table 34. Acxiom's Standard Service Timeframes

Severity 1	15 minutes	4 hours
Severity 2	1 hour	8 hours
Severity 3	4 business hours	3 business days
Severity 4	1 business day	10 business days

*Response Time (Assign Time) is defined as the period of time from the opening of the Incident ticket to the assignment of the ticket to an Acxiom support team member (which is determined by the acknowledgment of receipt of the Incident ticket by the applicable Acxiom support team member).

**Closure Time is defined as the period of time from the assignment of the ticket until resolution of the Incident.

4.5.6.2 Escalation Path

The escalation process places the correct focus on Incidents to provide the needed action for resolution. Automated escalations are triggered for ticket assignment and closure.

4.5.6.2.1 Assignment

Assignment escalations for Severity 1 and 2 Incidents are sent every 15 minutes from the open time following the path indicated below. The escalation process cannot be postponed unless the ticket is in a valid pending state.

Severity 1 and Severity 2 tickets are escalated 24 hours a day, 7 days a week. Level 1 Support receives notification of all escalations.

Severity 3 and 4 tickets are escalated only during business hours (Monday through Friday, 8 AM to 5PM).

4.5.6.2.2 Closure

Closure escalations are sent as needed based on the standard service timeframes set forth above, to ensure that all levels of leadership are aware of the Incident based on the severity assigned, the current status of the ticket and the age of the ticket. Closure escalations follow the escalation path one time. After one complete path, escalations stop and are reported once a day to the entire escalation path.

Table 35. Escalation

For severity 1 and 2, escalations start after ticket is opened for 15 minutes until ticket is moved to assigned status. For severity 3 and 4, escalations start when ticket is within 1 hour of Service Level agreement being missed.	Standard service timeframe is within 1 hour of being missed.	Assignee Level 1 Support Desk
For severity 1 and 2, escalations start after ticket is opened for 15 minutes until ticket is moved to assigned status. For severity 3 and 4, escalations start when ticket is within 45 minutes of Service Level agreement being missed.	Standard service timeframe is within 45 minutes of being missed.	Team Leader Assignee Level 1 Support Desk
For severity 1 and 2, escalations start after ticket is opened for 15 minutes until ticket is moved to assigned status. For severity 3 and 4, escalations start when ticket is within 30 minutes of Service Level agreement being missed.	Standard service timeframe is within 30 minutes of being missed.	Business Unit Leader Team Leader Assignee Level 1 Support Desk
For severity 1 and 2, escalations start after ticket is opened for 15 minutes until ticket is moved to assigned status. For severity 3 and 4, escalations start when ticket is within 15 minutes of Service Level agreement being missed.	Standard service timeframe is within 15 minutes of being missed.	Group Leader Business Unit Leader Team Leader Assignee Level 1 Support Desk

Set forth below are the roles and responsibilities of the Parties for this Section.

Table 36. Activities and Tasks

Help Desk Services- Escalation		
Agree to Service Levels with the City of Chicago	X	
Monitor the automated escalation process and call support	X	
Provide real-time access to escalated Incident tickets	X	
Maintain and provide escalation contact list(s) for all service areas (including Third Parties such as vendors and service providers)	X	
Provide the City of Chicago and third-party support contact information for escalations		X

4.5.7 Reporting

Acxiom will provide customer satisfaction surveys in accordance with this Section. A satisfaction survey is automatically administered and submitted to the City of Chicago upon the closure of every tenth ticket. Results from the surveys are collected, analyzed, and distributed to Acxiom support associates on a weekly basis.

Set forth below are the roles and responsibilities of the Parties for this Section.

Table 37. Activities and Tasks

Help Desk Services- Ensure Customer Satisfaction		
Administer automatic customer satisfaction survey upon closure of every tenth ticket rating resolution timeliness, Acxiom associate helpfulness, overall resolution rating, and whether the Incident was satisfactorily resolved	X	
Provide average scores from the satisfaction surveys	X	
Upon the City of Chicago's reasonable request, provide the City of Chicago with the comments and raw scores submitted by the City of Chicago personnel in response to satisfaction surveys	X	
Respond to satisfaction surveys		X

4.5.8 Billing and Invoicing

All services, as described, are included as governed by Exhibit 2 Schedule of Compensation.

4.6 Approval for Expenditure Request

City may request non-material changes in the computing environment such as changes in volume, hardware, software, etc. utilizing the Approval for Expenditure ("AFE") request form attached hereto as Attachment 1 and incorporated herein by reference. All AFE requests require City signature level of Deputy CIO or higher. Contractor shall implement all AFE requests executed by both parties according to the Change Management Procedures described herein. For the avoidance of doubt, City shall not request Additional Services as defined in the Agreement utilizing an AFE request form.

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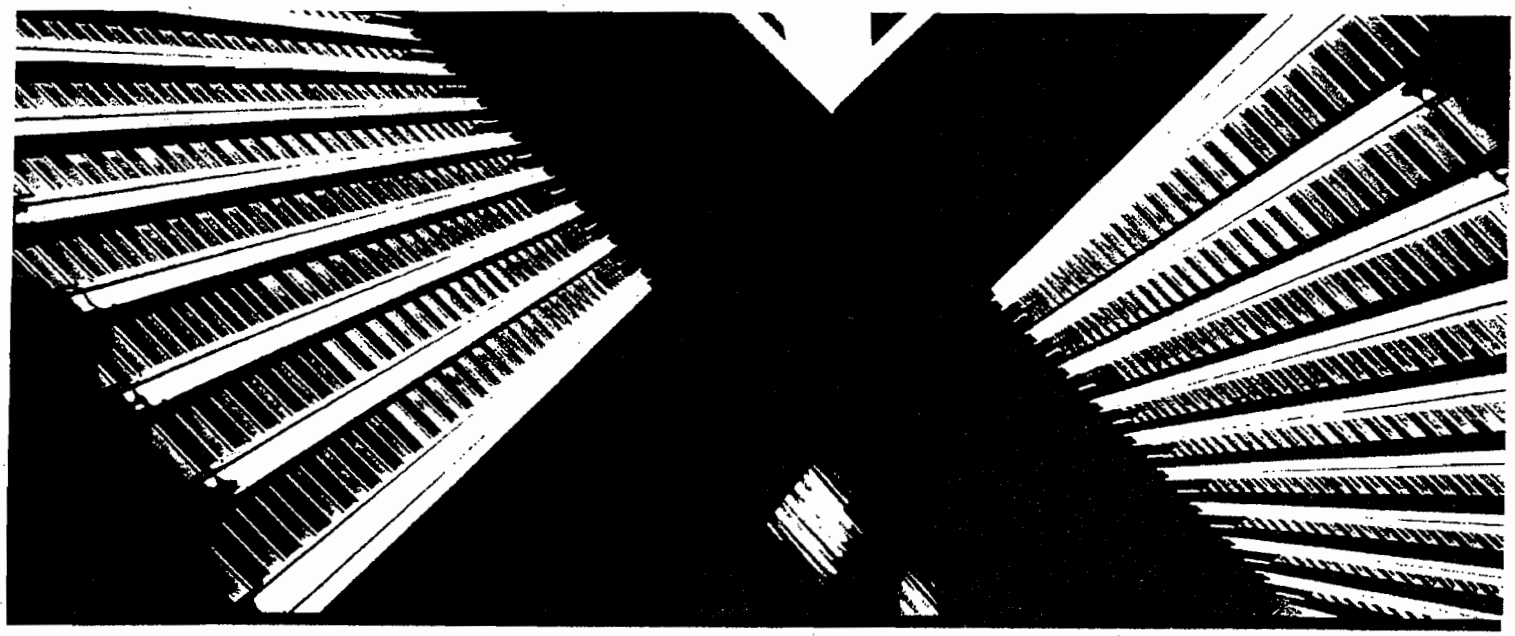
City of Chicago

Schedule 1
Hardware and Software



City of Chicago / Acxiom

Approval for Expenditure Request

Date		**AFE #**	
To:		**From:**	

Required Change:	
Purpose of the Change:	
Date the Change is Required:	

Scope of the Change:	
Cost of the Change:	

	Name	Signature	Date
Acxiom Approval:			
City of Chicago Approval:			

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Mainframe Hardware and Software

Mainframe Hardware

Equipment Manufacturer *(Note 1)*	Description	Model Number	Current Quantity	Quantity – Month 13 *(Note 2)*	Location	Owner - Financial Responsibility	Maintenance Responsibility - Financial	Maintenance Responsibility - Operational
IBM	CPU	2096-J01	172 MIPS	18.63 MIPS on Shared LPAR	Acxiom Downers Grove Data Center	Acxiom	Acxiom	Acxiom
IBM	DASD	DS8500	1,150 GB	130 GB	Acxiom Downers Grove Data Center	Acxiom	Acxiom	Acxiom
Oracle	Tape Library (silo)	9310	1 Dedicated	0	Acxiom Downers Grove Data Center	Acxiom	Acxiom	Acxiom
IBM	FEP	3745-170	1 Dedicated	0	City of Chicago Daley Center Computer Room	Acxiom	Acxiom	Acxiom
Computerm	Channel Extender	VMC8250	1 Dedicated	0	City of Chicago Daley Center Computer Room	Acxiom	Acxiom	Acxiom
Computerm	Channel Extender	VMC8250	1 Dedicated	0	Acxiom Downers Grove Data Center	Acxiom	Acxiom	Acxiom

Equipment Manufacturer *(Note 1)*	Description	Model Number	Current Quantity	Quantity – Month 13 *(Note 2)*	Location	Owner - Financial Responsibility	Maintenance Responsibility - Financial	Maintenance Responsibility - Operational
IBM	Tape Drive (silo attached)	3490	8 Dedicated	0	Acxiom Downers Grove Data Center	Acxiom	Acxiom	Acxiom
Oracle	Tape Drive (Silo attached)	9840A	12 Dedicated	0	Acxiom Downers Grove Data Center	Acxiom	Acxiom	Acxiom
IBM	Virtual Tape System	3494-B18	24 Dedicated virtual addresses	0	Acxiom Downers Grove Data Center	Acxiom	Acxiom	Acxiom
Oracle	Tape Library (Silo)	SL8500	Access to 1 Shared	Access to 1 Shared	Acxiom Downers Grove Data Center	Acxiom	Acxiom	Acxiom
Oracle	Tape Drive (Silo attached)	T10000A	4 Dedicated	2 Dedicated	Acxiom Downers Grove Data Center	Acxiom	Acxiom	Acxiom
Oracle	Virtual Tape System	VSM4	64 Dedicated virtual addresses	8 Dedicated virtual addresses	Acxiom Downers Grove Data Center	Acxiom	Acxiom	Acxiom

NOTES:

1. Acxiom has the right to substitute functionally equivalent hardware products in place of those products shown above, provided that such substituted products do not materially alter the mainframe services.
2. In Month 13, assuming that the City of Chicago is able to decommission the CPD Hot Desk and DB2 applications, Acxiom will provide resources at these new baseline levels in a Shared LPAR environment on a Shared Mainframe. This assumes the City's full cooperation in the Migration to the Shared environment.

Mainframe Disaster Recovery Hardware

Acxiom will provide the City of Chicago with the following disaster recovery resources via a Sungard agreement.

Equipment Manufacturer *(Note 1)*	Description	Model Number	Current Quantity	Quantity – Month 13 *(Note 2)*	Location
IBM	CPU	zSeries	171 MIPS	18.63 MIPS on Shared LPAR	Sungard
IBM	DASD	3390-x emulated	1,150 GB	130 GB	Sungard
Oracle	Tape Drive	T10000A	4	2	Sungard
Oracle	Virtual Tape System	VSM or equivqlent	64 virtual addresses	8 virtual addresses	Sungard

1. In Month 13, assuming that the City of Chicago is able to decommission the CPD Hot Desk and DB2 applications, Acxiom will provide these resources
2. Acxiom has the right to substitute functionally equivalent hardware products in place of those products shown above, provided that such substituted products do not materially alter the mainframe services.

Mainframe Software

Software Manufacturer	Product Name	License Owner - Financial Responsibility	Maintenance Responsibility - Financial	Maintenance Responsibility - Operational	Comments
Allen Systems Group, Inc (ASG)	ASG-ODE	City of Chicago	City of Chicago	Acxiom	
Beta Systems	Harbor Backup Host	City of Chicago	City of Chicago	Acxiom	Run on request only
BMC Software, Inc	Performance Analyzer for Mainframes	Acxiom	Acxiom	Acxiom	

Software Manufacturer	Product Name	License Owner - Financial Responsibility	Maintenance Responsibility - Financial	Maintenance Responsibility - Operational	Comments
BMC Software, Inc	Performance Predictor for Mainframes	Acxiom	Acxiom	Acxiom	
CA	CA-1	Acxiom	Acxiom	Acxiom	
CA	CA-1/Copycat	Acxiom	Acxiom	Acxiom	
CA	CA-7	Acxiom	Acxiom	Acxiom	
CA	CA-ACF2	Acxiom	Acxiom	Acxiom	
CA	CA-ACF2/CICS	Acxiom	Acxiom	Acxiom	
CA	CA-Common Services for z/OS	Acxiom	Acxiom	Acxiom	
CA	CA-Earl	Acxiom	Acxiom	Acxiom	
CA	CA-Endevor/MVS	Acxiom	Acxiom	Acxiom	
CA	CA-Endevor/MVS PDM	Acxiom	Acxiom	Acxiom	
CA	CA-Examine	Acxiom	Acxiom	Acxiom	
CA	CA-File-Save/RCS	Acxiom	Acxiom	Acxiom	
CA	CA-ISM Crews Catalog Recovery	Acxiom	Acxiom	Acxiom	
CA	CA-JCLCheck/MVS	Acxiom	Acxiom	Acxiom	
CA	CA-Librarian /MVS	Acxiom	Acxiom	Acxiom	
CA	CA-NETMASTER (SNA)	Acxiom	Acxiom	Acxiom	
CA	CA-NETMASTER for TCP/IP	Acxiom	Acxiom	Acxiom	
CA	CA-NETMASTER Network Automation	Acxiom	Acxiom	Acxiom	
CA	CA-Netspy	Acxiom	Acxiom	Acxiom	
CA	CA-OPS/MVS II	Acxiom	Acxiom	Acxiom	
CA	CA-Ramis	Acxiom	Acxiom	Acxiom	
CA	CA-Spool for MVS	Acxiom	Acxiom	Acxiom	
CA	CA-SYSVIEW/CICS	Acxiom	Acxiom	Acxiom	
CA	CA-SYSVIEW/Event Capture Option	Acxiom	Acxiom	Acxiom	
CA	CA-SYSVIEW/MVS	Acxiom	Acxiom	Acxiom	
CA	CA-UFO	Acxiom	Acxiom	Acxiom	
CA	CA-VISION:Builder	Acxiom	Acxiom	Acxiom	

Software Manufacturer	Product Name	License Owner - Financial Responsibility	Maintenance Responsibility - Financial	Maintenance Responsibility - Operational	Comments
Chicago-Soft, LTD	MVS/Quickref	Acxiom	Acxiom	Acxiom	
Compuware Corporation	Abend-AID	Acxiom	Acxiom	Acxiom	
Compuware Corporation	Abend-AID/CICS(FX)	Acxiom	Acxiom	Acxiom	
Compuware Corporation	File-AID/MVS	Acxiom	Acxiom	Acxiom	
Compuware Corporation	Xpediter/CICS	Acxiom	Acxiom	Acxiom	
Fujitsu Softek (IBM)	TDMF for z/OS	Acxiom	Acxiom	Acxiom	
IBM	ACF/NCP V7	Acxiom	Acxiom	Acxiom	Included until the CPD Hot Desk and DB2 Applications are decommissioned. Not included for Shared environment beginning in Month 13.
IBM	ACF/SSP Version 4 for OS/390	Acxiom	Acxiom	Acxiom	Included until the CPD Hot Desk and DB2 Applications are decommissioned. Not included for Shared environment beginning in Month 13.
IBM	CICS TRANSACTION SERVER for Z/OS V2	Acxiom	Acxiom	Acxiom	
IBM	COBOL for z/OS and OS/390 Alt	Acxiom	Acxiom	Acxiom	
IBM	COBOL for MVS & VM V1 Alt	Acxiom	Acxiom	Acxiom	
IBM	DB2 VERSION 3	Acxiom	Acxiom	Acxiom	Included until the CPD Hot Desk and DB2 Applications are decommissioned. Not included for Shared environment beginning in Month 13.
IBM	OS PL/I Library	Acxiom	Acxiom	Acxiom	

Software Manufacturer	Product Name	License Owner - Financial Responsibility	Maintenance Responsibility - Financial	Maintenance Responsibility - Operational	Comments
IBM	QMF V3	Acxiom	Acxiom	Acxiom	Included until the CPD Hot Desk and DB2 Applications are decommissioned. Not included for Shared environment beginning in Month 13.
IBM	Tivoli License Compliance Manager for z/OS	Acxiom	Acxiom	Acxiom	
IBM	VS Fortran Compiler Library	Acxiom	Acxiom	Acxiom	
IBM	z/OS Base JES2	Acxiom	Acxiom	Acxiom	
IBM	z/OS DFSMS/DSS HSM	Acxiom	Acxiom	Acxiom	
IBM	z/OS RMF	Acxiom	Acxiom	Acxiom	
IBM	z/OS SDSF	Acxiom	Acxiom	Acxiom	
Innovation Data Processing	FDR	Acxiom	Acxiom	Acxiom	
MacKinney Systems, Inc	CICS/CEMT-Batch	City of Chicago	Acxiom	Acxiom	
MacKinney Systems, Inc	CICS/Message	City of Chicago	N/A	Acxiom	Not currently on maintenance. Maintenance support is "Commercially Reasonable Effort"
MacKinney Systems, Inc	CICS/Morning News	City of Chicago	N/A	Acxiom	Not currently on maintenance. Maintenance support is "Commercially Reasonable Effort"
MacKinney Systems, Inc	Kwik-Key	City of Chicago	Acxiom	Acxiom	
Mantissa Corporation	AOM-RMS/Basic	City of Chicago	City of Chicago	Acxiom	See Note 5
Mantissa Corporation	AOM-RMS/Online	City of Chicago	City of Chicago	Acxiom	See Note 5
Oracle	Oracle Enterprise Edition for OS/390	City of Chicago	City of Chicago	Acxiom	
SAS Institute, Inc	SAS/Base	Acxiom	Acxiom	Acxiom	
SAS Institute, Inc	SAS/FSP	Acxiom	Acxiom	Acxiom	

Software Manufacturer	Product Name	License Owner - Financial Responsibility	Maintenance Responsibility - Financial	Maintenance Responsibility - Operational	Comments
STK (SUN Microsystems)	ExHPDM	Acxiom	Acxiom	Acxiom	
STK (SUN Microsystems)	ExLM	Acxiom	Acxiom	Acxiom	
STK (SUN Microsystems)	NCS: HSC	Acxiom	Acxiom	Acxiom	
STK (SUN Microsystems)	SVAA	Acxiom	Acxiom	Acxiom	
Xerox	HFDL / MVS	City of Chicago	City of Chicago	Acxiom	See Note 5
Xerox	XPAF	City of Chicago	City of Chicago	Acxiom	See Note 5

NOTES:

3. For software for which the City of Chicago has license and / or maintenance responsibility (financial), the City of Chicago will be responsible for the cost for licensing and maintenance this software on the Shared mainframe.
4. Software for which Acxiom has financial responsibility will be provisioned for the appropriate MIPS as indicated in the Mainframe Hardware section of this Schedule 1.
5. Acxiom provides installation and product maintenance support only. City of Chicago is responsible for all implementation and configuration.
6. City of Chicago will be responsible for providing to Acxiom for all City of Chicago owned software licenses which will be used or accessed by Acxiom in performing the Services the following: copies of all software licenses and any related maintenance agreements (redacted as necessary); proof of purchase for City of Chicago owned software in the form of either a fully executed copy of the software license agreement, or if the software license agreement cannot be found, a current maintenance invoice with detailed description of the software; and if applicable third party access agreement from the software licensor for provisioning the software to Acxiom for its use of and access to the software. If software ownership records cannot be produced, City of Chicago will be responsible for the cost of acquiring additional licenses to support the software during the term of the agreement and any extension thereof.

Server Hardware and Software

Server Hardware

Equipment Manufacturer	System Name	Model Number	Quantity	Location	Owner - Financial Responsibility	Maintenance Responsibility - Financial	Maintenance Responsibility - Operational
HP	AW00APL01	DL580 G5	1	Acxiom Downers Grove Data Center	City of Chicago	City of Chicago	Acxiom
HP	AW00APL02	DL580 G5	1	Acxiom Downers Grove Data Center	City of Chicago	City of Chicago	Acxiom
HP	AW00APL03	DL580 G5	1	Acxiom Downers Grove Data Center	City of Chicago	City of Chicago	Acxiom
HP	AW00APL04	DL580 G5	1	Acxiom Downers Grove Data Center	City of Chicago	City of Chicago	Acxiom
HP	AW00APL50	DL580 G5	1	Acxiom Downers Grove Data Center	City of Chicago	City of Chicago	Acxiom
HP	AW00WIL01	DL380 G5	1	Acxiom Downers Grove Data Center	City of Chicago	City of Chicago	Acxiom
HP	AW00WIL02	DL380 G5	1	Acxiom Downers Grove Data Center	City of Chicago	City of Chicago	Acxiom
HP	AW00WIL03	DL380 G5	1	Acxiom Downers Grove Data Center	City of Chicago	City of Chicago	Acxiom
Sun	COCPDB1	Sunfire V245	1	Acxiom Downers Grove Data Center	City of Chicago	City of Chicago	Acxiom

Equipment Manufacturer	System Name	Model Number	Quantity	Location	Owner - Financial Responsibility	Maintenance Responsibility - Financial	Maintenance Responsibility - Operational
Sun	COCPDB2	Sunfire V245	1	Acxiom Downers Grove Data Center	City of Chicago	City of Chicago	Acxiom
HP	COCPROD1	DL380 G5	1	Acxiom Downers Grove Data Center	City of Chicago	City of Chicago	Acxiom
Virtual	COCPROD2	Virtual Machine (Windows)	1	Acxiom Downers Grove Data Center	City of Chicago	City of Chicago	Acxiom
Virtual	COCSTAGE1	Virtual Machine (Windows)	1	Acxiom Downers Grove Data Center	City of Chicago	City of Chicago	Acxiom
Virtual	COCSZDB22	Virtual Machine (Solaris)	1	Acxiom Downers Grove Data Center	City of Chicago	City of Chicago	Acxiom
Virtual	COCSZDB23	Virtual Machine (Solaris)	1	Acxiom Downers Grove Data Center	City of Chicago	City of Chicago	Acxiom
Virtual	RFP alignment1	Virtual Machine (Solaris)	1	Acxiom Downers Grove Data Center	City of Chicago	City of Chicago	Acxiom
Virtual	RFP alignment2	Virtual Machine (Solaris)	1	Acxiom Downers Grove Data Center	City of Chicago	City of Chicago	Acxiom

Server Software

Software Manufacturer	Product Name	Quantity	Location	License Owner - Financial Responsibility	Maintenance Responsibility - Financial	Maintenance Responsibility - Operational
CA	AMO	17	Acxiom Downers Grove Data Center	Acxiom	Acxiom	Acxiom
BMC	Performance Manager	17	Acxiom Downers Grove Data Center	Acxiom	Acxiom	Acxiom
HP	Opsware	17	Acxiom Downers Grove Data Center	Acxiom	Acxiom	Acxiom
Symantec	AV Client	11	Acxiom Downers Grove Data Center	Acxiom	Acxiom	Acxiom
Symantec	NetBackup Client for Applications/Databases	2	Acxiom Downers Grove Data Center	Acxiom	Acxiom	Acxiom
Symantec	NetBackup Standard Client	17	Acxiom Downers Grove Data Center	Acxiom	Acxiom	Acxiom
Aptare	Storage Console Client	17	Acxiom Downers Grove Data Center	Acxiom	Acxiom	Acxiom
Microsoft	Windows	11	Acxiom Downers Grove Data Center	City of Chicago	City of Chicago	Acxiom
Symantec	Storage Foundation Suite with DMP for Windows Standard	2	Acxiom Downers Grove Data Center	Acxiom	Acxiom	Acxiom
VMware	ESX	1	Acxiom Downers Grove Data Center	City of Chicago	City of Chicago	Acxiom

Software Manufacturer	Product Name	Quantity	Location	License Owner - Financial Responsibility	Maintenance Responsibility - Financial	Maintenance Responsibility - Operational
McAffee	AntiVirus	6	Acxiom Downers Grove Data Center	City of Chicago	City of Chicago	Acxiom
CyberSource	Payment Manager	3	Acxiom Downers Grove Data Center	City of Chicago	City of Chicago	City of Chicago
Oracle	DB	4	Acxiom Downers Grove Data Center	City of Chicago	City of Chicago	Acxiom
Oracle	WebLogic	5	Acxiom Downers Grove Data Center	City of Chicago	City of Chicago	City of Chicago
Day Software	Communiqué WCM	5	Acxiom Downers Grove Data Center	City of Chicago	City of Chicago	City of Chicago
Symantec	VCS for Solaris	2	Acxiom Downers Grove Data Center	City of Chicago	City of Chicago	Acxiom

Notes:

City of Chicago will be responsible for providing to Acxiom for all City of Chicago owned software licenses which will be used or accessed by Acxiom in performing the Services the following: copies of all software licenses and any related maintenance agreements (redacted as necessary); proof of purchase for City of Chicago owned software in the form of either a fully executed copy of the software license agreement, or if the software license agreement cannot be found, a current maintenance invoice with detailed description of the software; and if applicable third party access agreement from the software licensor for provisioning the software to Acxiom for its use of and access to the software. If software ownership records cannot be produced, City of Chicago will be responsible for the cost of acquiring additional licenses to support the software during the term of the agreement and any extension thereof.

Network Hardware

ServerName	SN	Tier level of monitoring	Make	Model	Support Tier	Location	Owner - Financial Responsibility	Maintenance Responsibility - Financial	Maintenance Responsibility - Operational
WAN Router		Network Management Tier 1	Cisco	3925	Simple Router	Acxiom Downers Grove Data Center	Acxiom	Acxiom	Acxiom
WAN Router		Network Management Tier 1	Cisco	2911	Simple Router	Acxiom Downers Grove Data Center	Acxiom	Acxiom	Acxiom
LAN Switch	CAT1125ZK2S	Network Management Tier 1	Cisco	WS-C3560-48TS-S	Switch Simple	Acxiom Downers Grove Data Center	Acxiom	Acxiom	Acxiom
LAN Switch	CAT1128NJZN	Network Management Tier 1	Cisco	WS-C3560-48TS-S	Switch Simple	Acxiom Downers Grove Data Center	Acxiom	Acxiom	Acxiom
LAN Switch	FOC1129X68V	Network Management Tier 1	Cisco	WS-C2960-24TT-L	Switch Simple	City of Chicago Daley Center Computer Room	Acxiom	Acxiom	Acxiom

ServerName	SN	Tier level of monitoring	Make	Model	Support Tier	Location	Owner - Financial Responsibility	Maintenance Responsibility - Financial	Maintenance Responsibility - Operational
LAN Switch	FOC1129X69M	Network Management Tier 1	Cisco	WS-C2960-24TT-L	Switch Simple	City of Chicago Daley Center Computer Room	Acxiom	Acxiom	Acxiom
WAN Router		Network Management Tier 1	Cisco	3825	Simple Router	City of Chicago	Acxiom	Acxiom	Acxiom
WAN Router		Network Management Tier 1	Cisco	2811	Simple Router	City of Chicago	Acxiom	Acxiom	Acxiom
Load Balancer-Primary			BigIP-F5	1600	F5 Simple	Acxiom Downers Grove Data Center	City of Chicago	City of Chicago	Acxiom
Load Balancer-Backup			BigIP-F5	1600	F5 Simple	Acxiom Downers Grove Data Center	City of Chicago	City of Chicago	Acxiom
DS3	Mainframe and Servers	Network Management Tier 1	Telco Ckt			Acxiom Downers Grove Data Center	Acxiom	Acxiom	Acxiom
T1	T1 Back-up ckt to DS3	Network Management Tier 1	Telco Ckt			Acxiom Downers Grove Data Center	Acxiom	Acxiom	Acxiom

ServerName	SN	Tier level of monitoring	Make	Model	Support Tier	Location	Owner - Financial Responsibility	Maintenance Responsibility - Financial	Maintenance Responsibility - Operational
T1	Channel Externder T1 - Contert to Serial (E911)	Network Management Tier 1	Telco Ckt			Acxiom Downers Grove Data Center	Acxiom	Acxiom	Acxiom
T1	Channel Externder T1 - Contert to Serial (E911)	Network Management Tier 1	Telco Ckt			Acxiom Downers Grove Data Center	Acxiom	Acxiom	Acxiom
WHEC		Network Management Tier 1	Internet Bandwidth	30Mb		Acxiom Downers Grove Data Center	Acxiom	Acxiom	Acxiom

Security Hardware

ServerName	SN	Tier level of monitoring	OS	Make	Model	Support Tier	Location	Owner - Financial Responsibility	Maintenance Responsibility - Financial	Maintenance Responsibility - Operational	Measured under Security SLA

EXHIBIT 3

SPECIAL CONDITIONS REGARDING MBE/WBE COMMITMENT AND SCHEDULES

SPECIAL CONDITION REGARDING MINORITY BUSINESS ENTERPRISE COMMITMENT AND WOMEN BUSINESS ENTERPRISE COMMITMENT

(MBE/WBE Professional Services)(9 pgs)

I. Policy and Terms

A. It is the policy of the City of Chicago that Local Businesses certified as Minority Business Enterprises (MBE) and Women Business Enterprises (WBE) in accordance with Section 2-92-420 et seq. of the Municipal Code of Chicago and Regulations Governing Certification of Minority and Women-owned Businesses, and all other Regulations promulgated under the aforementioned sections of the Municipal Code shall have the maximum opportunity to participate fully in the performance of this agreement. Therefore, the contractor shall not discriminate against any person or business on the basis of race, color, national origin or sex, and shall take affirmative action to ensure that women and minority businesses shall have the maximum opportunity to compete for and perform subcontracts for supplies or services.

The Chief Procurement Officer has established a goal of awarding not less than 25% of the annual dollar value of all non-construction contracts to certified MBEs and 5% of the annual dollar value of all non-construction contracts to certified WBEs.

B. Failure to carry out the commitments and policies set forth herein shall constitute a material breach of the contract and may result in the termination of the contract or such remedy as the City of Chicago deems appropriate.

C. Accordingly, the contractor commits to expend at least the following percentages of the total contract price (inclusive of any and all modifications and amendments), if awarded, for contract participation by MBEs and WBEs:

MBE Contract Goal: 25.0
WBE Contract Goal: 5.0

D. The commitment is met by the contractor's status as an MBE or WBE, or by a joint venture with one or more certified MBEs or WBEs that will perform work on the project, or by subcontracting a portion of the work to one or more MBEs or WBEs, or by the purchase of materials used in the performance of the contract from one or more MBEs or WBEs, or by the indirect participation of MBEs or WBEs in other aspects of the contractor's business (but no dollar of such indirect MBE or WBE participation shall be credited more than once against a contractor's MBE or WBE commitment with respect to all contracts of such contractor), or by any combination of the foregoing.

Note: MBE/WBE participation goals are separate and those businesses certified with the City of Chicago as both an MBE and WBE shall not be credited more than once against a contractor's MBE or WBE commitment in the performance of the contract.

E. As noted above, the contractor may meet all or part of this commitment by contracting with MBEs or WBEs for the provision of goods or services not directly related to the performance of this contract. However, in determining the manner of MBE/WBE participation, the contractor shall first consider involvement of MBEs/WBEs as joint venture partners, subcontractors, and suppliers of goods and services directly related to the performance of this contract. In appropriate cases, the Chief Procurement Officer will require the contractor to demonstrate the specific efforts undertaken to involve MBEs and WBEs in direct participation in the performance of this contract.

F. The contractor also may with prior approval of the Chief Procurement Officer or designee, meet all, or part, of this commitment through credits received pursuant to Section 2-92-530 of the Municipal Code of Chicago for the voluntary use of MBEs or WBEs in private sector projects.

SPECIAL CONDITION REGARDING MBE/WBE COMMITMENT

II. Definitions

A. **"Area of Specialty"** means the description of an MBE or WBE firm's business which has been determined by the Chief Procurement Officer to be most reflective of the MBE or WBE firm's claimed specialty or expertise. Each MBE/WBE letter of certification contains a description of the firm's Area of Specialty. This information is also contained in the Directory. Credit toward this contract's MBE and WBE participation goals shall be limited to the participation of firms performing within their Area of Specialty.

NOTICE: The City of Chicago does not make any representation concerning the ability of any MBE/WBE to perform work within their Area of Specialty. It is the responsibility of all contractors to determine the capability and capacity of MBEs/WBEs to satisfactorily perform the work proposed.

B. **"Directory"** means the Directory of Certified "Disadvantaged Business Enterprises," "Minority Business Enterprises" and "Women Business Enterprises" maintained and published by the Contract Compliance Administrator. The Directory identifies firms that have been certified as MBEs and WBEs, and includes both the date of their last certification and the area of specialty in which they have been certified. Contractors are responsible for verifying the current certification status of all proposed MBE and WBE firms.

C. **"Executive Director"** means the executive director of the Office of Compliance or his or her designee.

D. **"Minority Business Enterprise"** or **"MBE"** means a firm awarded certification as a minority owned and controlled business in accordance with City Ordinances and Regulations.

E. **"Women Business Enterprise"** or **"WBE"** means a firm awarded certification as a women owned and controlled business in accordance with City Ordinances and Regulations.

F. **"Joint Venture"** means an association of two or more businesses to carry out a single business enterprise for profit, and for which purpose they combine their expertise, property, capital, efforts, skill and knowledge. Contractors may develop joint venture agreements as an instrument to provide participation by MBEs and WBEs in contract work.

III. Joint Ventures

Bidders may develop joint venture agreements as an instrument to provide participation by certified MBEs and WBEs in contract work. A joint venture seeking to be credited for MBE and/or WBE participation may be formed among MBE and/or WBE firms or between an MBE and/or WBE firm and a non-MBE/WBE firm.

A joint venture is eligible for MBE or WBE credit if the MBE/WBE joint venture partner(s) share in the ownership, control and management responsibilities, risks and profits of the joint venture, and are responsible for a clearly defined portion of work to be performed, in proportion with the MBE and/or WBE ownership percentage.

Notice: The City requires that, whenever a joint venture is proposed as the prime contractor, each joint venture partner must separately sign the proposal to the City, in the pages captioned, TO BE EXECUTED BY A CORPORATION; TO BE EXECUTED BY A PARTNERSHIP; and/or TO BE EXECUTED BY A SOLE PROPRIETOR, as applicable.

IV. Counting MBE/WBE Participation Toward the Contract Goals

SPECIAL CONDITION REGARDING MBE/WBE COMMITMENT

A. The inclusion of any MBE or WBE in the contractor's MBE/WBE Utilization Plan shall not conclusively establish the contractor's right to full MBE/WBE credit for that firm's participation in the contract. Once an MBE or WBE is determined to be eligible in accordance with these rules, the total dollar value of the work awarded to the MBE or WBE may be counted toward the MBE or WBE goal except as indicated below:

B. The Chief Procurement Officer reserves the right to deny or limit MBE/WBE credit to the contractor where any MBE or WBE is found to be engaged in substantial subcontracting or pass-through activities with others. A contractor may count toward its MBE and WBE goals only expenditures to firms that perform a commercially useful function. A firm is considered to perform a commercially useful function when it is responsible for the performance of a clearly defined and distinct element of work and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To determine whether a firm is performing a commercially useful function, the Chief Procurement Officer shall evaluate the amount of work subcontracted, industry practices, and other relevant factors. The amount of MBE/WBE participation credit shall be based upon an analysis by the Chief Procurement Officer of the specific duties that will be performed by the MBE or WBE. Each MBE/WBE shall be expected to actually perform a substantial (i.e., more than eighty-five percent (85%)) portion of the work contemplated for it by any subcontract or agreement through the use of its own employees and equipment.

Requested information may include, without limitation: (1) specific information concerning brokers' fees and/or commissions; (2) intended sub-suppliers or other sources of goods and/or services; and (3) specific financial or other risks to be assumed by the MBE/WBE.

C. MBEs and WBEs who have been certified as "brokers" shall no longer be considered eligible to participate for any consideration of MBE or WBE credit on contracts awarded by the City in 1993 and thereafter, until further notice.

D. A joint venture may count toward its MBE or WBE goal the dollar value of the actual work performed by the MBE and/or WBE joint venture partner with its own resources.

The Chief Procurement Officer reserves the right to disallow goal credit for all, or any portion, of work performed by an MBE or WBE joint venturer based on evaluations of non-compliance with these Special Conditions or any other City, State and/or Federal regulation.

V. Regulations Governing Reduction or Waiver of MBE/WBE Goals

The following Regulations set forth the standards to be used in determining whether or not a reduction or waiver of the MBE/WBE commitment goals of a particular contract is appropriate. If a bidder or proposer determines that it is unable to meet the MBE and/or WBE goal percentage on a City of Chicago contract, a written request for the reduction or waiver of the commitment must be included in the bid or proposal.

The written request for reduction or waiver from the commitment must be in the form of a signed petition for grant of relief from the MBE/WBE percentages submitted on the bidder/proposer's letterhead, and must demonstrate that all required efforts as set forth in this document were taken to secure eligible Minority and Women Business Enterprises to meet the commitments. The Chief Procurement Officer or designee shall determine whether the request for the reduction or waiver will be granted.

Bidders/proposers will be considered responsive to the terms and conditions of these Regulations if a waiver request and proof of notification to an assist agency is submitted at the time of bid/proposal opening. Once the bids have been opened, the lowest responsive and responsible bidder so deemed by the Chief Procurement Officer or authorized designee will have no more than fourteen (14) calendar days to submit to the Department of Procurement complete documentation that adequately addresses the conditions for waiver described herein. **Proposers responding to Request for Proposals (RFPs) who have been identified as a short listed candidate and/or a prospective awardee will be given a designated time allowance, but no more than fourteen (14) calendar days to submit to the Department of Procurement Services complete documentation**

that adequately addresses the conditions for waiver described herein. Respondents to Request for Information and or Qualifications (RFI/RFQs) deemed by the Chief Procurement Officer or authorized designee to be the most responsive and responsible shall submit documentation that adequately addresses the conditions for waiver described herein during negotiations. Failure to submit documentation sufficient to support the waiver request will cause the bid/proposal to be found non-responsive by the Chief Procurement Officer, and the bid/proposal will be rejected. In such cases the remedies to be taken by the Chief Procurement Officer, in his discretion, may include, but are not limited to, forfeiture of bid deposit; negotiating with the next lowest bidder/proposer; or re-advertising the bid/proposal. All bidders/proposers are encouraged to submit all required documents at the time of bid opening to expedite the contract award.

A. Direct/Indirect Participation

Each of the following elements must be present in order to determine whether or not such a reduction or waiver is appropriate.

1. The bidder/proposer has documented the unsuccessful solicitation for either subcontractors or joint venture partners of at least 50% (or at least five when there are more than eleven certified firms in the commodity area) of the appropriate certified MBE/WBE firms to perform any direct or indirect work identified or related to the advertised bid/proposal. Direct participation involves subcontracting a portion of the goods/services specifically required in the bid/proposal. Indirect participation is the subcontracting of goods/services not specifically related to the performance of this contract. Documentation must include but is not necessarily limited to:

   a. A detailed statement of efforts to identify and select portions of work identified in the bid solicitation for subcontracting to certified MBE/WBE firms;

   b. A listing of all MBE/WBE firms contacted that includes:

      (1) Names, address and telephone numbers of MBE/WBE firms solicited;
      (2) Date and time of contact;
      (3) Method of contact (written, telephone, facsimile, etc.)

   c. Copies of letters or any other evidence of mailing that substantiates outreach to MBE/WBE vendors that includes:

      (1) Project identification and location;
      (2) Classification/commodity of work items for which quotations were sought;
      (3) Date, item and location for acceptance of subcontractor bid proposals;
      (4) Detailed statement which summarizes direct negotiations with appropriate MBE/WBE firms for specific portion of the work and indicates why negotiations were unsuccessful;
      (5) Affirmation that good faith efforts have been demonstrated by choosing subcontracting opportunities likely to achieve MBE/WBE goals by not imposing any limiting conditions which were not mandatory for all subcontractors; or denying the benefits ordinarily conferred on MBE/WBE subcontractors for the type of work that was solicited.

OR

2. Subcontractor participation will be deemed excessively costly when the MBE/WBE subcontractor proposal exceeds the average price quoted by more than twenty percent (20%). In order to establish that a subcontracts' quote is excessively costly, the bidder/proposer must provide the following information:

   a. A detailed statement of the work identified for MBE/WBE participation for which the bidder/proposer asserts the MBE/WBE quote(s) were excessively costly (in excess of 20% higher).

(1) A listing of all potential subcontractors contacted for a quotation on that work item;
(2) Prices quoted for the subcontract in question by all such potential subcontractors for that work item.

b. Other documentation which demonstrates to the satisfaction of the Chief Procurement Officer that the MBE/WBE proposals are excessively costly, even though not in excess of 20% higher than the average price quoted. This determination will be based on factors that include, but are not limited to the following:

(1) The City's estimate for the work under a specific subcontract;
(2) The bidder/proposer's own estimate for the work under the subcontract;
(3) An average of the bona fide prices quoted for the subcontract;
(4) Demonstrated increase in other contract costs as a result of subcontracting to the M/WBE or other firm.

B. Assist Agency Participation

Every waiver and/or reduction request must include evidence that the bidder/proposer has provided timely notice of the need for subcontractors to an appropriate association/assist agency representative of the MBE/WBE business community.

The notice requirement of this Section will be satisfied if a bidder/proposer contacts at least one of the associations on Attachment A when the prime contractor seeks a waiver or reduction in the utilization goals. Attachment B provides the letter format that a prime contractor may use. Proof of notification prior to bid submittal (e.g. certified mail receipt or facsimile transmittal receipt) will be required for any bid/proposal submitted to be deemed responsive on the date of bid opening. If deemed appropriate, the Chief Procurement Officer or Executive Director may contact the assist agency for verification of notification.

C. Impracticability

1. If the Chief Procurement Officer determines that a lesser MBE and/or WBE percentage standard is appropriate with respect to a particular contract subject to competitive bidding prior to the bid solicitations for such contract, bid specifications shall include a statement of such revised standard.

2. The requirements set forth in these Regulations shall not apply where the Chief Procurement Officer determines prior to the bid solicitations that MBE/WBE subcontractor participation is impracticable.

This may occur whenever the Chief Procurement Officer determines that for reasons of time, need, industry practices or standards not previously known by the Procurement Department administrator, or such other extreme circumstances as may be deemed appropriate, such a Waiver is in the best interests of the City. This determination may be made in connection with a particular contract, whether before the contract is let for bid, during the bid or award process, before or during negotiation of the contract, or during the performance of the contract.

For all notifications required to be made by bidders/proposers, in situations where the Chief Procurement Officer has determined that time is of the essence, documented telephone contact may be substituted for letter contact.

VI. Procedure To Determine Bid Compliance

The following Schedules and described documents constitute the bidder's MBE/WBE proposal, and must be submitted in accordance with the guidelines stated:

A. Schedule C-1: Letter of Intent from MBE/WBE to Perform as Subcontractor, Supplier and/or Contractor.

A Schedule C-1 executed by the MBE/WBE (subcontractor or Joint Venture partner) must be submitted by the bidder/proposer for each MBE/WBE included on their Schedule D-1 and must accurately detail the work to be performed by the MBE/WBE and the agreed rates and prices to be paid.

If any fully completed and executed Schedule C-1 is not submitted with the bid/proposal, it must be received by the Contract Administrator within ten (10) days of the bid/proposal opening. (All post bid/proposal submissions must have original signatures on all documents). Failure to submit a completed Schedule C-1 in accordance with this section shall entitle the City to deem the bid/proposal non-responsive and therefore reject the bid/proposal.

B. Letters of Certification.

A copy of each proposed MBE/WBE firm's current Letter of Certification from the City of Chicago must be submitted with the bid/proposal.

All Letters of Certification issued by the City of Chicago include a statement of the MBE/WBE firm's Area of Specialty. The MBE/WBE firm's scope of work, as detailed by their Schedule C-1, must conform to their stated Area of Specialty.

C. Joint Venture Agreements.

If the bidder's/proposer's MBE/WBE proposal includes the participation of an MBE/WBE as joint venture on any tier (either as the bidder/proposer or as a subcontractor), the bidder/proposer must provide a copy of the joint venture agreement.

D. Schedule D-1: Affidavit of MBE/WBE Goal Implementation Plan

Bidders must submit, together with the bid, a completed Schedule D-1 committing them to the utilization of each listed MBE/WBE firm.

Except in cases where the bidder/proposer has submitted a request for a complete waiver of or variance from the MBE/WBE commitment in accordance with Section V. herein, the bidder/proposer must commit to the expenditure of a specific dollar amount of participation and a specific percentage of the total award amount for each MBE/WBE firm included on their Schedule D-1. The total dollar commitment to proposed MBEs must at least equal the MBE goal, and the total dollar commitment to proposed WBEs must at least equal the WBE goal. Bidders are responsible for calculating the dollar equivalent of the MBE and WBE goals as percentages of their total base bids or in the case of Term Agreements, as percentages of the total estimated usage.

All commitments made by the bidder's Schedule D-1 must conform to those presented in the submitted Schedule C-1. If Schedule C-1 is submitted after the bid opening (see Section VI. A., above), the bidder/proposer may submit a revised Schedule D-1 (executed and notarized) to conform with the Schedule C-1. Except in cases where substantial and documented justification is provided, bidders/proposers will not be allowed to reduce the dollar commitment made to any MBE or WBE in order to achieve conformity between the Schedules C-1 and D-1.

VII. Reporting Requirements During The Term of The Contract

A. The Contractor shall, not later than thirty (30) days from the award of a contract by the City, execute formal contracts or purchase orders with the MBEs and WBEs included in their approved MBE/WBE Utilization Plan. These written agreements shall be made available to the Chief Procurement Officer upon request.

B. In the case of one time procurements of supplies with either single or multiple deliveries to be performed in less than one year from the date of contract award, an "MBE/WBE Utilization Report," indicating final MBE and WBE payments shall be submitted directly to the Department of Procurement Services so as to assure receipt

either at the same time, or before the using Department receives the contractor's final invoice. Final payments may be held until the Utilization Reports have been received.
NOTICE: Do not submit invoices with "MBE/WBE Utilization Reports."

C. During the term of all other contracts, the contractor shall submit regular "MBE/WBE Utilization Reports," a copy of which is attached. The frequency with which these reports are to be submitted will be determined by the Chief Procurement Officer, but in no case will reports be required less often than on a quarterly basis. In the absence of written notice from the Chief Procurement Officer, the contractor's first "MBE/WBE Utilization Report" will be due ninety (90) days after the date of contract award, and reports will be due quarterly thereafter.

D. "MBE/WBE Utilization Reports" are to be submitted directly to: Department of Procurement Services, Office of Vendor Relations, City Hall, Room 403, 121 N. LaSalle Street, Chicago, Illinois 60602.

E. The Executive Director shall be entitled to examine, on five (5) business days notice, the contractor's books and records including without limitation payroll records, tax returns and records, and books of account, to determine whether the contractor is in compliance with its commitment to MBE/WBE participation and the status of any MBE or WBE performing any portion of the contract. Such rights are in addition to any other audit inspection rights contained in the contract.

VIII. MBE/WBE Substitutions

Changes by the contractor of the commitments earlier certified in the Schedule D-1 are prohibited. In some cases, however, it may become necessary to substitute a new MBE or WBE in order to actually fulfill the MBE/WBE requirements.

The contractor must notify the Chief Procurement Officer immediately in writing of the necessity to reduce or terminate an MBE/WBE subcontract and to utilize a substitute firm for some phase of work. The contractor's notification should include the reason for the substitution request, as well as, the name, address and principal official of the substitute MBE/WBE and the dollar value and scope of work of the subcontract. Attached should be all the requisite MBE/WBE affidavits and documents, as enumerated above in Section VI. above, "Procedure to Determine Bid Compliance."

The City will not approve extra payment for escalated costs incurred by the contractor when a substitution of subcontractors becomes necessary for the contractor in order to comply with MBE/WBE contract requirements.

After award of contract, no relief of the MBE/WBE requirements will be granted by the City except in exceptional circumstances. Requests for complete or partial waiver of the MBE/WBE requirements of this contract must be made in writing, stating all details of the request, the circumstances, and any additional relevant information. The request must be accompanied by a record of all efforts taken by the contractor to locate specific firms, solicit MBE/WBE bids, seek assistance from technical assistance agencies, etc., as outlined above in the section V. above, entitled "Regulations Governing Reductions To or Waiver of MBE/WBE Goals".

IX. Non-Compliance and Damages

The following constitutes a material breach of this contract and shall entitle the City to declare a default, terminate the contract and exercise those remedies provided for in the contract, at law or in equity:

(1) failure to satisfy the MBE/WBE percentages required by the contract; and

(2) the contractor or subcontractor is disqualified as an MBE or WBE, and such status was a factor in contract award, and was misrepresented by the contractor.

In the event that the contractor is determined not to have been involved in any misrepresentation of the status of the disqualified subcontractor or supplier, the contractor shall seek to discharge the disqualified

subcontractor or supplier, upon proper notification to the Chief Procurement Officer and/or Executive Director and make every effort to identify and engage a qualified MBE or WBE as its replacement. Furthermore, continued eligibility to enter into future contracting arrangements with the City may be jeopardized as a result of non-compliance. Payments due to the contractor may be withheld until corrective action is taken.

X. Arbitration

A. In the event that a contractor has not complied with the contractual MBE/WBE percentages in its Schedule D, underutilization of MBEs/WBEs shall entitle the affected MBE/WBE to recover from the contractor damages suffered by such entity as a result of being underutilized; provided, however, that this provision shall not apply to the extent such underutilization occurs pursuant to a waiver or substitution approved by the City. The Ordinance and contracts subject thereto provide that any disputes between the contractor and such affected MBEs/WBEs regarding damages shall be resolved by binding arbitration before an independent arbitrator other than the City, with reasonable expenses, including attorney's fees, being recoverable by a prevailing MBE/WBE in accordance with these regulations. This provision is intended for the benefit of any MBE/WBE affected by underutilization and grants such entity specific third party beneficiary rights. Any rights conferred by this regulation are non-waivable and take precedence over any agreement to the contrary, including but not limited to those contained in a subcontract, suborder, or communicated orally between a contractor and an MBE/WBE.

B. An MBE/WBE desiring to arbitrate shall contact the contractor in writing to initiate the arbitrative process. Except as otherwise agreed to in writing by the affected parties subject to the limitation contained in the last sentence of the previous paragraph, Section X. A. above, within ten (10) days of the contractor receiving notification of the intent to arbitrate from the MBE/WBE the above-described disputes shall be arbitrated in accordance with the Commercial Arbitration Rules of the American Arbitration Association ("AAA"), a not-for-profit agency, with an office at 225 North Michigan Avenue, Suite 2527, Chicago, Illinois 60601-7601 [Phone: (312) 616-6560; Fax: (312) 819-0404]. All such arbitrations shall be initiated by the MBE/WBE filing a demand for arbitration with the AAA; shall be conducted by the AAA; and held in Chicago, Illinois.

C. All fees of the arbitrator are the initial responsibility of the MBE/WBE; provided, however, that the arbitrator is authorized to award reasonable expenses, including attorney's and arbitrator fees, as damages to a prevailing MBE/WBE.

D. The MBE/WBE must send the City a copy of the "Demand for Arbitration" within ten (10) days after it is filed with the AAA. The MBE/WBE also must send the City a copy of the decision of the arbitrator within ten (10) days of receiving such decision. Judgment upon the award rendered by the arbitrator may be entered in any court of competent jurisdiction.

XI. Record Keeping

The Contractor shall maintain records of all relevant data with respect to the utilization of MBEs/WBEs, retaining these records for a period of at least three years after final acceptance of the work. Full access to these records shall be granted to the City of Chicago, Federal or State authorities in this project, the U.S. Department of Justice, or any duly authorized representatives thereof.

XII. Information Sources

Small business guaranteed loans; surety bond guarantees; 8 (a) certification:

U.S. Small Business Administration
500 W. Madison Street, Suite 1250
Chicago, Illinois 60661
General Information
(312) 353-4528

S.B.A. - Bond Guarantee Program
Surety Bonds
500 West Madison, Suite 1250
Chicago, Illinois 60661
Attention: Carole Harris
(312) 353-4003

S.B.A. - Procurement Assistance
500 West Madison, Suite 1250
Chicago, Illinois 60661
Attention: Robert P. Murphy, Area Regional Administrator
(312) 353-7381

Project information and general MBE/WBE information:

City of Chicago
Department of Procurement
Contract Administration Division
City Hall - Room 403
Chicago, Illinois 60602
Attention: Monica Cardenas
(312) 744-0845

Directory of Certified Disadvantaged, Minority and Women Business Enterprises:

City of Chicago
Office of Compliance
ATTN: Supplier Diversity Program
333 State Street, Suite 540
Chicago, IL 60604

General Information, Department of Procurement Services: www.cityofchicago.org

Information on MBE/WBE availability in the manufacturing, sales or supplies, and related fields (direct assistance from 42 regional affiliates located throughout the U.S.):

National Minority Suppliers
Development Council, Inc.
1040 Avenue of the Americas, 2nd floor
New York, New York 10018
Attention: Harriet R. Michel
(212) 944-2430

Chicago Minority Business
Development Council
1 East Wacker Drive
Suite 1200
Chicago, Illinois 60601
Attention: Tracye Smith, Executive Director
Phone #: (312) 755-8880
Fax #: (312) 755-8890

CITY OF CHICAGO
Department of Procurement Services
Assist Agencies

Alliance of Business Leaders & Entrepreneurs (ABLE)
150 N. Michigan Ave. Suite 2800
Chicago, IL 60601
Phone: (312) 624-7733
Fax: (312) 624-7734
Web: www.ablechicago.com

Alliance of Minority and Female Contractors
c/o Federation of Women Contractors
5650 S. Archer Avenue
Chicago, IL 60638
Phone: (312) 360-1122
Fax: (312) 360-0239

American Brotherhood of Contractors Business Development Center
11509 S. Elizabeth
Chicago, IL 60643
Phone: (773) 928-2225
Fax: (773)928-2209
Web: www.american-brotherhood.org

Asian American Institute
4753 N. Broadway St. Suite 904
Chicago, IL 60640
Phone: (773) 271-0899
Fax: (773) 271-1982
Web: www.aaichicago.org

Association of Asian Construction Enterprises
333 N. Ogden Avenue
Chicago, IL 60607
Phone: (847) 525-9693
Email: nakmancorp@aol.com

Black Contractors United
400 W. 76th Street, Suite 200
Chicago, IL 60620
Phone: (773 483-4000
Fax: (773) 483-4150
Web: www.blackcontractorsunited.com

Chatham Business Association Small Business Development, Inc.
8441 S. Cottage Grove Avenue
Chicago, IL 60619
Phone: (773)994-5006
Fax: (773)994-9871
Web: www.cbaworks.org

Chicago Area Gay & Lesbian Chamber of Commerce
3656 N. Halsted
Chicago, IL 60613
Phone: (773) 303-0167
Fax: (773) 303-0168
Web: www.glchamber.org

Chicago Minority Supplier Development Council, Inc.
105 W. Adams, Suite 2300
Chicago, IL 60603-6233
Phone: (312) 755-8880
Fax: (312) 755-8890
Web: www.chicagomsdc.org

Chicago Urban League
4510 S. Michigan Ave.
Chicago, IL 60653
Phone: (773) 285-5800
Fax: (773) 285-7772
Web: www.cul-chicago.org

Cosmopolitan Chamber of Commerce
203 N. Wabash, Suite 518
Chicago, IL 60601
Phone: (312) 499-0611
Fax: (312) 332-2688
Web: www.cosmochamber.org

Federation of Women Contractors
5650 S. Archer Avenue
Chicago, IL 60638
Phone: (312) 360-1122
Fax: (312) 360-0239
Web: www.fwcchicago.com

Hispanic American Construction Industry Association (HACIA)
901 West Jackson Boulevard, Suite 205
Chicago, IL 60607
Phone: (312) 666-5910
Fax: (312) 666-5692
Web: www.haciaworks.org

Illinois Hispanic Chamber of Commerce
855 W. Adams, Suite 100
Chicago, IL 60607
Phone: (312) 425-9500
Fax: (312) 425-9510
Web: www.ihccbusiness.net

Latin American Chamber of Commerce
3512 West Fullerton Avenue
Chicago, IL 60647
Phone: (773) 252-5211
Fax: (773) 252-7065
Web: www.latinamericanchamberofcommerce.com

National Association of Women Business Owners
Chicago Chapter
230 E. Ohio, Suite 400
Chicago, IL 60611
Phone: (312) 224-2605
Fax: (312) 6448557
Web: www.nawbochicago.org

Rainbow/PUSH Coalition
International Trade Bureau
930 E. 50th Street
Chicago, IL 60615
Phone: (773) 256-2781
Fax: (773) 373-4104
Web: www.rainbowpush.org

Suburban Minority Contractors Association
1250 Grove Ave. Suite 200
Barrington, IL 60010
Phone: (847) 852-5010
Fax: (847) 382-1787
Web: www.suburbanblackcontractors.org

Uptown Center Hull House
4520 N. Beacon Street
Chicago, IL 60640
Phone: (773) 561-3500
Fax: (773) 561-3507
Web: www.hullhouse.org

Women Construction Owners & Executives (WCOE)
Chicago Caucus
308 Circle Avenue
Forest Park, IL 60130
Phone: (708) 366-1250
Fax: (708) 366-5418
Web: www.wcoeusa.org

Women's Business Development Center
8 South Michigan Ave., Suite 400
Chicago, IL 60603
Phone: (312) 853-3477
Fax: (312) 853-0145
Web: www.wbdc.org

Chicago Women in Trades (CWIT)
4425 S. Western Blvd.
Chicago, IL 60609-3032
Phone: (773) 376-1450
Fax: (312) 942-0802
Web: www.chicagowomenintrades.org

Coalition for United Community Labor Force
1253 W. 63rd Street
Chic-go, IL 60636
Phone: (773) 863-0283

Englewood Black Chamber of Commerce
P.O. Box 21453
Chicago, IL 60621

South Shore Chamber, Incorporated
Black United Funds Bldg.
1813 E. 71st Street
Chicago, IL 60649-2000
Phone: (773) 955- 9508

United Neighborhood Organization (UNO)
954 W. Washington Blvd., 3rd Floor
Chicago, IL 60607
Phone: (312) 432-6301
Fax: (312) 432-0077
Web: www.uno-online.org

ATTACHMENT B
(On Bidder/proposer's Letterhead)

RETURN RECEIPT REQUESTED

(Date)

Re: Specification _____
Description: _____

(Assist Agency Name and Address)

Dear_____:

(Bidder/Proposer)_____intends to submit a bid/proposal in response to the above referenced specification with the City of Chicago. Bids are due _____advertised specification with the City of Chicago.

The following areas have been identified for subcontracting opportunities on both a direct and indirect basis:

_____
_____
_____

Our efforts to identify potential subcontractors have not been successful in order to meet the Disadvantaged/Minority/Women Business Enterprise contract goal. **Due to the inability to identify an appropriate DBE/MBE/WBE firm certified by the City of Chicago to participate as a subcontractor or joint venture partner, a request for the waiver of the contract goals will be submitted.** If you are aware of such a firm, please contact

_____at _____
Name of Company Representative
Address/phone

within (10) ten working days of receipt of this letter.

Under the City of Chicago's MBE/WBE/DBE Ordinance, your agency is entitled to comment upon this waiver request to the City of Chicago. Written comments may be directed within fifteen (15) working days of your receipt of this letter to:

Monica Jimenez, Deputy Procurement Officer
Department of Procurement Services
City of Chicago
121 North La Salle Street, Room 403
Chicago, Illinois 60602

If you wish to discuss this matter, please contact the undersigned at_____.

Sincerely,

_____

SCHEDULE B: Affidavit of Joint Venture (MBE/WBE)

This form need not be submitted if all joint venturers are MBEs and/or WBEs. In such a case, however, a written joint venture agreement among the MBE and WBE venturers must be submitted. In all proposed joint ventures, each MBE and/or WBE venturer must submit a copy of their current Letter of Certification.

All Information Requested by this Schedule must Be Answered in the Spaces Provided. Do Not Refer to Your Joint Venture Agreement Except to Expand on Answers Provided on this Form. If Additional Space Is Required, Additional Sheets May Be Attached.

I. Name of joint venture: _____
Address of joint venture: _____
_____
Phone number of joint venture: _____

II. Identify each non-MBE/WBE venturer(s):
Name of Firm: _____
Address: _____
Phone: _____
Contact person for matters concerning MBE/WBE compliance: _____

III. Identify each MBE/WBE venturer(s):
Name of Firm: _____
Address: _____
Phone: _____
Contact person for matters concerning MBE/WBE compliance: _____

IV. Describe the role(s) of the MBE and/or WBE venturer(s) in the joint venture: _____
_____
_____
_____

V. Attach a copy of the joint venture agreement. In order to demonstrate the MBE and/or WBE venturer's share in the ownership, control, management responsibilities, risks and profits of the joint venture, the proposed joint venture agreement must include specific details related to: (1) the contributions of capital and equipment; (2) work items to be performed by the MBE/WBE's own forces; (3) work items to be performed under the supervision of the MBE/WBE venturer; and (4) the commitment of management, supervisory and operative personnel employed by the MBE/WBE to be dedicated to the performance of the project.

VI. Ownership of the Joint Venture.
A. What are the percentage(s) of MBE/WBE ownership of the joint venture?
MBE/WBE ownership percentage(s) _____
Non-MBE/WBE ownership percentage(s) _____

B. Specify MBE/WBE percentages for each of the following (provide narrative descriptions and other detail as applicable):

1. Profit and loss sharing: _____

2. Capital contributions:
(a) Dollar amounts of initial contribution: _____
_____

(b) Dollar amounts of anticipated on-going contributions: _____

3. Contributions of equipment (Specify types, quality and quantities of equipment to be provided by each venturer):_____

4. Other applicable ownership interests, including ownership options or other agreements which restrict or limit ownership and/or control:_____

5. Provide copies of <u>all</u> written agreements between venturers concerning this project.

6. Identify each current City of Chicago contract (and each contract completed during the past two (2) years) by a joint venture of two or more firms participating in this joint venture:

VII. Control of and Participation in the Joint Venture. Identify by name and firm those individuals who are, or will be, responsible for, and have the authority to engage in the following management functions and policy decisions. (Indicate any limitations to their authority such as dollar limits and co-signatory requirements.):

A. Joint venture check signing:

B. Authority to enter contracts on behalf of the joint venture:

C. Signing, co-signing and/or collateralizing loans:

D. Acquisition of lines of credit:

E. Acquisition and indemnification of payment and performance bonds:

_____

_____

F. Negotiating and signing labor agreements:

_____

_____

_____

_____

G. Management of contract performance. (Identify by name and firm only):

1. Supervision of field operations:_____

_____

2. Major purchases:_____

_____

3. Estimating:_____

_____

4. Engineering:_____

_____

VIII. Financial Controls of joint venture:

A. Which firm and/or individual will be responsible for keeping the books of account?

_____

B. Identify the "managing partner," if any, and describe the means and measure of their compensation:

_____

_____

_____

_____

C. What authority does each venturer have to commit or obligate the other to insurance and bonding companies, financing institutions, suppliers, subcontractors, and/or other parties participating in the performance of this contract or the work of this project?

_____

_____

_____

_____

IX. State the approximate number of operative personnel (by trade) needed to perform the joint venture's work under this contract. Indicate whether they will be employees of the non-MBE/WBE firm, the MBE/WBE firm, or the joint venture.

Schedule B: Affidavit of Joint Venture (MBE/WBE)

Trade	Non-MBE/WBE Firm (Number)	MBE/WBE (Number)	Joint Venture (Number)

If any personnel proposed for this project will be employees of the joint venture:

A. Are any proposed joint venture employees currently employed by either venturer?

Currently employed by non-MBE/WBE (number) ____ Employed by MBE/WBE ____

B. Identify by name and firm the individual who will be responsible for hiring joint venture employees:

_____

C. Which venturer will be responsible for the preparation of joint venture payrolls:

_____

X. Please state any material facts of additional information pertinent to the control and structure of this joint venture.

_____

Schedule B: Affidavit of Joint Venture (MBE/WBE)

The undersigned affirms that the foregoing statements are correct and include all material information necessary to identify and explain the terms and operations of our joint venture and the intended participation of each venturer in the undertaking. Further, the undersigned covenant and agree to provide to the City current, complete and accurate information regarding actual joint venture work and the payment therefore, and any proposed changes in any provision of the joint venture agreement, and to permit the audit and examination of the books, records and files of the joint venture, or those of each venturer relevant to the joint venture by authorized representatives of the City or the Federal funding agency.

Any material misrepresentation will be grounds for terminating any contract which may be awarded and for initiating action under federal or state laws concerning false statements.

Note: If, after filing this Schedule B and before the completion on the joint venture's work on the project, there is any change in the information submitted, the joint venture must inform the City of Chicago, either directly or through the prime contractor if the joint venture is a subcontractor.

_____	_____
Name of MBE/WBE Partner Firm	Name of Non-MBE/WBE Partner Firm
_____	_____
Signature of Affiant	Signature of Affiant
_____	_____
Name and Title of Affiant	Name and Title of Affiant
_____	_____
Date	Date

On this day of _____ ; 20 ____ , the above-signed officers

_____,
(names of affiants)

personally appeared and, known to me be the persons described in the foregoing Affidavit, acknowledged that they executed the same in the capacity therein stated and for the purpose therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

_____
Signature of Notary Public

My Commission Expires: _____

(SEAL)

SCHEDULE C-1
Letter of Intent from MBE/WBE to Perform
as Subcontractor, Supplier and/or Consultant

Name of Project: 22482

Specification Number: 81207

From: United Building Maintenance
(Name of MBE/WBE Firm)

MBE: Yes: X ; No ____
WBE: Yes: ____ ; No X

To: Acxiom Corporation and the City of Chicago:
(Name of Prime Contractor- Bidder/Proposer)

The undersigned intends to perform work in connection with the above projects as a:

____ Sole Proprietor X Corporation

____ Partnership ____ Joint Venture

The MBE/WBE status of the undersigned is confirmed by the attached letter of Certification from the City of Chicago effective date of November 1, 2008 to November 1, 2013 for a period of five years.

The undersigned is prepared to provide the following described services or supply the following described goods in connection with the above named project/contract:

United Building Maintenance provides janitorial services at Acxiom's data center located at 1501 Opus Place, Downers Grove, IL and at Acxiom's office building located at 3333 Finley, Downers Grove, IL. United Building Maintenance is an indirect MBE participant for the contract identified above.

The above described performance is offered for the following price and described terms of payment:

$24,293.47/month

If more space is needed to fully describe the MBE/WEB firm's proposed scope of work and/or payment schedule, attach additional sheets.

The undersigned will enter into a formal written agreement for the above work with you as a Prime Contractor, conditioned upon your execution of a contract with the City of Chicago, and will do so within (3) three working day of receipt of the signed contract from the City of Chicago.

(Signature of Owner or Authorized Agent)

Z James Prokulewicz Exe. Vice Pres.
(Name/Title (Print))

5/3/2011
(Date)

(630) 653-4848 x 19
(Phone)

CITY OF CHICAGO

OFFICE OF COMPLIANCE

August 24, 2010

James S Cabrera
United Building Maintenance, Inc.
165 Easy Street
Carol Stream, IL 60188-2314

Annual No Change Affidavit Due: November 1, 2011

Dear James S Cabrera:

Congratulations on your continued eligibility for certification as a **Minority Business Enterprise (MBE)** by the City of Chicago. This certification is valid until November 1, 2013.

As you know, your firm must also be re-validated annually. We extended the deadline for submitting the No-Change Affidavit to September 1st so that we might review the program for ways to streamline the process. As a result, while you will still be required to submit an annual No-Change Affidavit, we will no longer require firms to submit financial records with the Affidavit, and we will allow the Affidavit to be submitted on-line. This should improve the process for businesses and make it easier to comply with annual validation requirements. However, as part of our program improvements, we will also increase auditing activities, and you may at any time be required to submit financial records and other documents needed to support your continued eligibility.

This new process will begin in 2011. As such, your firm's next No Change Affidavit is due by **November 1, 2011**. Please remember, you have an affirmative duty to file your NoChange Affidavit 60 days prior to the date of expiration. Therefore, you must file your No-Change Affidavit by **September 2, 2011**.

It is important to note that you also have an ongoing affirmative duty to notify the City of Chicago of any changes in ownership or control of your firm, or any other fact affecting your firm's eligibility for certification within 10 days of such change. These changes may include but are not limited to a change of address, change of business structure, change in ownership or ownership structure, change of business operations, and/or gross receipts that exceed the program threshold.

Please note – you shall be deemed to have had your certification lapse and will be ineligible to participate as a MBE if you fail to

- file your No Change Affidavit within the required time period;
- provide financial or other records requested pursuant to an audit within the required time period; or
- notify the City of any changes affecting your firm's cetification within 10 days of such change.

Further, if you or your firm is found to be involved in certification, bidding and/or contractual fraud or abuse, the City will pursue decertification and debarment. And in addition to any other penalty imposed by law, any person who knowingly obtains, or knowingly assists another in obtaining, a contract with the city by falsely

representing that the individual or entity, or the individual or entity assisted, is a minority-owned business or a woman-owned business, is guilty of a misdemeanor, punishable by incarceration in the county jail for a period not to exceed six months or a fine of not less than $5,000.00 and not more than $10,000, or both.

United Building Maintenance, Inc. is listed in the City's Directory of Minority Business Enterprises and Women Business Enterprises in the specialty area(s) of:

Parking Lot Maintenance; Landscaping; Janitorial Services; Snow Plowing

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

Thank you for your continued participation in the City's Supplier Diversity Program.

Sincerely,

Mary Elliott
Acting Managing Deputy

SCHEDULE C-1

Letter of Intent from MBE/WBE to Perform
as Subcontractor, Supplier and/or Consultant

Name of Project: 22482

Specification Number: 81207

From: The Foster Group, Inc
(Name of MBE/WBE Firm)

MBE: Yes: X ; No____
WBE: Yes:____; No X

To: Acxiom Corporation and the City of Chicago:
(Name of Prime Contractor- Bidder/Proposer)

The undersigned intends to perform work in connection with the above projects as a:

_____Sole Proprietor ____X_Corporation

_____Partnership _____Joint Venture

The MBE/WBE status of the undersigned is confirmed by the attached letter of Certification from the City of Chicago effective date of March 6, 2009 to February 1, 2013; with re-validation annually (next re-validation February 1, 2012).

The undersigned is prepared to provide the following described services or supply the following described goods in connection with the above named project/contract:

The Foster Group will provide day-to-day management of the City of Chicago's print operations at the Daley Center and other duties as required and agreed to.

The above described performance is offered for the following price and described terms of payment:

See attached agreement

If more space is needed to fully describe the MBE/WEB firm's proposed scope of work and/or payment schedule, attach additional sheets.

The undersigned will enter into a formal written agreement for the above work with you as a Prime Contractor, conditioned upon your execution of a contract with the City of Chicago, and will do so within (3) three working day of receipt of the signed contract from the City of Chicago.

John L Foster
(Signature of Owner or Authorized Agent)

John L. Foster, President
(Name/Title (Print))

5/3/11
(Date)

312 609-1009
(Phone)

CITY OF CHICAGO

OFFICE OF COMPLIANCE

December 30, 2010

Mr. Russell Pike
The Foster Group, Inc.
180 N. Stetson Avenue, Suite 3660
Chicago, IL 60601

Annual Certificate Expires: February 1, 2012

Dear Mr. Pike:

Congratulations on your firm's continued eligibility for certification as a **Minority Business Enterprise (MBE)** by the City of Chicago. This certification is valid until February 1, 2013; however your firm must be re-validated annually.

As a condition of continued certification during this five year period, you must file an annual No-Change Affidavit. Your firm's No Change Affidavit is due by **February 1, 2012**. Please remember, you have an affirmative duty to file your No-Change Affidavit 60 days prior to the date of expiration. Therefore, you must file your No-Change Affidavit by **December 1, 2011**.

It is important to note that you also have an ongoing affirmative duty to notify the City of Chicago of any changes in ownership or control of your firm, or any other fact affecting your firm's eligibility for certification within **10** days of such change. These changes may include but are not limited to a change of address, change of business structure, change in ownership or ownership structure, change of business operations, and/or gross receipts that exceed the program threshold.

Please note – you shall be deemed to have had your certification lapse and will be ineligible to participate as a MBE/WBE/BEPD <u>if you fail to:</u>

- file your No Change Affidavit within the required time period;
- provide financial or other records requested pursuant to an audit within the required time period; or
- notify the City of any changes affecting your firm's certification within 10 days of such change.

Further, if you or your firm is found to be involved in certification, bidding and/or contractual fraud or abuse, the City will pursue decertification and debarment. And in addition to any other

penalty imposed by law, any person who knowingly obtains, or knowingly assists another in obtaining, a contract with the city by falsely representing that the individual or entity, or the individual or entity assisted, is a minority-owned business or a woman-owned business, is guilty of a misdemeanor, punishable by incarceration in the county jail for a period not to exceed six months or a fine of not less than $5,000.00 and not more than $10,000, or both.

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

NIGP 91875 **Management Consulting**

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

Thank you for your continued interest in the City's Supplier Diversity Program.

Sincerely,

The Office of Compliance

City of Chicago - Office of Compliance

SCHEDULE D-1
Affidavit of MBE/WBE Goal Implementation Plan

State of Illinois
County of Cook

Project Name: Mainframe Outsourcing, Managed Hosting and Enterprise Computer Print Services

I HEREBY DECLARE AND AFFIRM that I am duly authorized representative of Acxiom Corporation and that I have personally reviewed the material and facts set forth herein describing our proposed plan to achieve the MBE/WBE goals of this contract.

All MBE/WBE firms included in the plan have been certified by the City of Chicago (Letters of Certification Attached).

I. MBE or WBE Prime Consultant/Contractor. If prime consultant is a certified MBE or WBE firm, attached copy of City of Chicago Letter of Certification. (Certification of the prime consultant as a MBE satisfies the MBE goal only. Certification of the prime consultant as a WBE satisfies the WBE goal only.)

II. MBEs and WBEs as Joint Ventures. If prime consultant is a joint venture and one or more joint venture partners are certified MBEs or WBEs, attach copies of Letters of Certification and a copy of Joint Venture Agreement clearly describing the role of the MBE/WBE firms(s) and its ownership interest in the joint venture.

III. MBE/WBE Subconsultants. Complete for each MBE/WBE subconsultant/subcontractor/supplier.

1. Name of MBE/WBE: The Foster Group (MBE)
   Address: 180 N. Stetson Street, Suite 3470, Chicago, IL 60601
   Contact Person: Russell Pike Phone: (312) 429-3883
   Dollar Amount of Participation: $2,461,740
   Percent Amount of Participation: 16%

2. Name of MBE/WBE: United Building Maintenance, Inc (MBE)
   Address: 165 Easy Street, Carol Stream, IL 60188
   Contact Person: Z. James Prokvlewicz Phone: (630)653-4848
   Dollar Amount of Participation: $1,457,608
   Percent Amount of Participation: 9%

SCHEDULE D-1

IV. Summary of MBE Proposal:

MBE Firm Name	Dollar Amount Of Participation	Percent Amount of Participation
The Foster Group	$2,461,740	16%
United Building Maintenance	$1,457,608	9%
Total MBE Participation:	**$3,919,348**	**25%**

V. Summary of WBE Proposal

WBE Firm Name	Dollar Amount Of Participation	Percent Amount of Participation
	$0	0%
Total WBE Participation	**$0**	**0%**
	(See attached letter)	

To the best of my knowledge, information and belief, the facts and representations contained in this Schedule are true, and no material facts have been omitted.

The contractor designates the following person as their MBE/WBE Liaison Officer:

Name: Shannon Fielder Phone Number: (501) 342-2457

I do solemnly declare and affirm under penalties of perjury that the contents of the foregoing document are true and correct, and that I am authorized, on behalf of the contractor, to make this affidavit.

Michael Missert

State of Illinois
County of Cook

This instrument was acknowledged before me on 5-5-2011 (date)
by Michael Missert (name/s of person/s)
as Asst. Executive (type of authority, e.g., officer, trustee, etc.)
of Aeyom Corp (name of party on behalf of whom instrument was executed).

(Seal)

Joyce Ann Short
County Of Faulkner
Notary Public Arkansas
My Commission Exp. 08/01/2015

Joyce Ann Short
(Signature of Notary Public)

DEPARTMENT OF PROCUREMENT SERVICES

MEMORANDUM

REQUEST FOR PARTIAL WAIVER

TO: Jamie L. Rhee
Chief Procurement Officer

FROM: Joseph Chan
Contracts Negotiator

DATE: MAY 24 2011

User Department: Department of Innovation and Technology

Description of Services: Mainframe Outsourcing, Managed Hosting and Enterprise Computer Print Services

Contract Period: Blanket
Specification No.: 81207
Contract No.: 22482
Vendor: Acxiom Corporation
Contract Amount: $15,677,393.00

Waiver Amount: **5.0% WBE = $783,869.65**

COMPLIANCE WITH REQUIREMENT:

__ PROVIDED TIMELY NOTICE TO AN APPROPRIATE ASSOCIATION

REASON(S) PURSUANT TO ORDINANCE AND REGULATIONS FOR APPROVAL:

_X_ SOLICITED APPROPRIATE NUMBER OF MBE/WBE's
__ EXCESSIVELY COSTLY
__ IMPRACTICABLE

On 6/16/10, Department of Innovation and Technology (DoIT) obtained approval from the Chief Procurement Officer to negotiate an agreement with Acxiom Corporation (AC) to provide mainframe outsourcing, managed hosting and enterprise computer print services. AC is a computer hardware entity based in Little Rock, Arkansas and they own, operate and is the sole provider of their hardware and software which is a shared resource among various AC customers. AC will provide maintenance, support and additional enhancements for the hardware and software from their location in Little Rock, Arkansas. Based on the proprietary nature of the Services, there are no areas for direct subcontracting to City of Chicago certified WBE firms. See AC waiver request letter dated 5/4/11 and DoIT concurrence letter dated 5/19/11 copies attached. Acxiom will continue to strive towards WBE compliance through the use of two pending WBE vendors, Alliance IT and NuWave Electric currently engaged in the certification process with the City of Chicago's Office of Compliance Certification Unit.

(X) **CONCUR:**
( ) **NOT CONCUR:**

Monica Jimenez 5/24/11
Deputy Procurement Officer **Date**

(X) **APPROVE:**
( ) **DISAPPROVE:**

Jamie L. Rhee 524 5/24/11
Chief Procurement Officer **Date**

MAY 2 0 201

By Judy Aburio

DEPARTMENT OF INNOVATION AND TECHNOLOGY

CITY OF CHICAGO

MEMORANDUM

To: Jamie Rhee
Chief Procurement Officer
Procurement Services

From: Jason DeHaan
Chief Information Officer
Innovation and Technology

Date: May 19, 2011

Subject: Spec. 8120/PO 22482
Mainframe Outsourcing. Managed Outsourcing and Enterprise Computer Print Services-- Request for WBE Waiver
ACXIOM CORPORATION

Acxiom Corporation has forwarded to my attention a request to waive the 5% WBE commitment goal on their pending referenced agreement. Attached is a copy of the letter.

In their effort to comply, Acxiom has identified two women-owned firms that they intend to utilize once both of them receive City of Chicago WBE certification. DoIT has verified that both of these firms are working with the Office of Compliance on their Schedule A applications.

I recommend that Acxiom be granted a WBE waiver at this time, on the condition that their WBE utilization plan is amended once these two firms become certified.

Please contact me directly at 4-4795 if there is additional information required to obtain approval.

I thank you in advance for your consideration.

cc: John O'Brien. DPS
Joseph Chan. DPS
Monica Jimenez. DPS
Bob Kolman. DoIT
Judith Mims. DoIT

1501 Opus Place
Downers Grove, IL 60515-5727

info@acxiom.com
www.acxiom.com

ACXIOM®
WE MAKE INFORMATION INTELLIGENT™

May 4th, 2011

Mr. Jason DeHaan
Chief Information Officer
Department of Business and Information Services
50 W. Washington
Room 2700
Chicago, IL 60602

Dear Jason,

As suggested by the Joe Chan and Monica Jimenez in a meeting on April 28th, 2011, please accept this letter attachment to our D1 form as request for waiver of our WBE commitment for the Acxiom/City of Chicago five year renewal. The purpose of the request is to help both the City of Chicago and Acxiom save money by executing the agreement sooner.

As you will see in the attached, we have submitted a plan to spend $3,919,348 over the next five years collectively with two City of Chicago certified MBE firms: The Foster Group and United Building Maintenance. At the proposed not to exceed total contract value amount of $15,677,392, this will allow us to meet our goal of 25% MBE participation for the term of the agreement.

The challenge comes with meeting our 5% WBE commitment requirements with a City of Chicago certified vendor. Since recently learning that our previous WBE participation plans will not be allowed, we have engaged the leaders of our procurement department to identify new ways to meet our goal. As you may know, Acxiom's shared resource business model does not lend itself to much direct participation outside of hardware & software purchases. Upon review of the current list of City of Chicago certified WBE companies, our procurement department could not find a match between our current open contract opportunities and the list of certified WBE providers.

On the plus side, Acxiom has a long standing relationship with two woman owned business enterprises: Alliance IT and NuWave Electric. Both are in the process of requesting certification by the City of Chicago, and we have no reason to believe either will be rejected. In fact, Alliance IT is already certified by the State of Illinois as a Female Business Enterprise (see attached). Acxiom spends a considerable amount of money with both Alliance IT and NuWave Electric. Once certified, we believe we will have no challenge surpassing our 5% WBE commitment goal of $783,870. Regardless of whether the City of Chicago grants the WBE commitment waiver, it is Acxiom's intention to continue to pursue ways to increase our certified WBE commitment.

Thank you for your time and consideration of this request for WBE commitment waiver. We look forward to hearing your decision. In the interim, please feel free to contact me directly with any questions and/or concerns as they arise.

Sincerely,

Michael Missert

Joyce Ann Short
County Of Faulkner
Notary P[illegible] [illegible]rkansas
My Comm[illegible] [illegible] 08/01/2015

Michael Missert,
Account Executive
Acxiom Corporation
630.310.1400

CC: Jamie Rhee - CPO
Two (2) Attachments

CMS

ILLINOIS Pat Quinn, Governor

DEPARTMENT OF CENTRAL MANAGEMENT SERVICES

January 03, 2011

Mark Beard
Alliance Technology Group Llc
7240 Parkway Drive
Suite 140
Hanover, MD 21076-1367

Re: FBE Recognition Certification Approval
(Women Business Development Center)

Dear Business Owner:

Congratulations! After reviewing the information that you supplied, we are pleased to inform you that your firm has been granted certification as a female business enterprise (FBE) under the Business Enterprise Program for Minorities, Females, and Persons with Disabilities.

BEP accepts the Women Business Development Center's (WBDC) certification regarding your business status. This outside certification is in effect with the State of Illinois as long as it is valid with WBDC.

At least 60 days prior to the anniversary day of your certification, you will be notified by BEP to update your certification as a condition of continued certification. In addition, should any changes occur in ownership and/or control of the business or other changes affecting the firm's operations, you are required to notify BEP within two weeks. Failure to notify our office of any such changes will result in decertification of your firm.

Please keep in mind that, while this certification does not guarantee you will receive a State contract, it does assure your firm the opportunity to participate in the State's procurement process. Currently, your firm's name appears in the State's Directory as a certified vendor with BEP. As you may know, State of Illinois Agencies and State Universities have a spending goal established with BEP-certified companies.

Please visit our website at www.scll2.illinois.gov to obtain information about current and upcoming procurement opportunities, contracts, forms, and also to register to receive email alerts when the State is preparing to purchase a product or service that you may provide.

Thank you for your participation in BEP. The State of Illinois values its relationship with small and diverse businesses and looks forward to do business with your company. For further information or if you have any questions, please call (312) 814-4190, Toll-free (800) 356-9206, Hearing Impaired (800) 526-0844.

Sincerely,

Ruddy L. Ortiz
Deputy Director
Business Enterprise Program

(L23)

MBE/WBE UTILIZATION REPORT

Utilization Report No. _____ Specification No. _____

Contract No. _____

Project Name: _____

STATE OF: _____)

COUNTY (CITY) OF: _____)

In connection with the above-captioned contract:

I HEREBY DECLARE AND AFFIRM that I am the _____
(Title - Print or Type)

and duly authorized representative of _____
(Name of Prime Contractor /Contractor - Prin t or Type)

_____ (_____)_____
(Address of Prime Contractor/Contractor) (Phone)

and that the following Minority and Women Business Enterprises have been contracted with, and have furnished, or are furnishing and preparing materials for, and rendering services stated in the contract agreement.

The following Schedule accurately reflects the value of each MBE/WBE sub-agreement and the amounts of money paid to each to date.

MBE/WBE FIRM NAME	GOODS/SERVICES PROVIDED	AMOUNT OF CONTRACT	AMOUNT PAID TO-DATE
		$	$
		$	$
		$	$
		$	$
		$	$
		$	$
		$	$

Total MBE: $_____

Total WBE: $_____

I do solemnly declare and affirm under the penalties of perjury that the contents of the foregoing document are true and correct, and that I am authorized, on behalf of the contractor, to make this affidavit.

Name of Contractor: _____
(Print or Type)

Signature: _____
(Signature of affiant)

Name of Affiant: _____
(Print or Type)

Date: _____
(Print or Type)

State of _____

County (City) of _____

This instrument was acknowledged before me on_____(date)

by_____(name/s of person/s)

as _____(type of authority, e.g., officer, trustee, etc.)

of_____(name of party on behalf of whom instrument was executed).

_____
Signature of Notary Public

(Seal)

EXHIBIT 4

ECONOMIC DISCLOSURE STATEMENT CERTIFICATE OF FILING

CERTIFICATE OF FILING FOR

CITY OF CHICAGO ECONOMIC DISCLOSURE STATEMENT

EDS Number: 23440
Certificate Printed on: 06/22/2011

Date of This Filing:06/22/2011 10:37 AM
Original Filing Date:06/22/2011 10:37 AM

Disclosing Party: Acxiom Corporation
Filed by: Michael Missert

Title:Account Executive

Matter: MAINFRAME OUTSOURCING, MANAGED HOSTING, AND ENTERPRISE COMPUTER PRINT SERVICES
Applicant: Acxiom Corporation
Specification #: 81207
Contract #: 22482

The Economic Disclosure Statement referenced above has been electronically filed with the City. Please provide a copy of this Certificate of Filing to your city contact with other required documents pertaining to the Matter. For additional guidance as to when to provide this Certificate and other required documents, please follow instructions provided to you about the Matter or consult with your City contact.

A copy of the EDS may be viewed and printed by visiting https://webapps.cityofchicago.org/EDSWeb and entering the EDS number into the EDS Search. Prior to contract award, the filing is accessible online only to the disclosing party and the City, but is still subject to the Illinois Freedom of Information Act. The filing is visible online to the public after contract award.

EXHIBIT 5

INSURANCE REQUIREMENTS AND EVIDENCE OF INSURANCE

INSURANCE REQUIREMENTS

Department of Innovation Technology
Mainframe Outsourcing, Managed
Hosting and Enterprise Computer Print Services

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

A. 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, illness or disease.

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). The City of Chicago is to be named as an additional insured on a primary, non-contributory basis for any liability arising directly or indirectly from the work or Services.

Subcontractors performing Services for the Contractor must maintain limits of not less than $1,000,000 with the same terms herein.

3) Automobile Liability (Primary and Umbrella)
When any motor vehicles (owned, non-owned and hired) are used in connection with work to be performed, Contractor must provide Automobile Liability Insurance with limits of not less than $2,000,000 per occurrence for bodily injury and property damage. The City of Chicago is to be named as an additional insured on a primary, non-contributory basis.

Subcontractors performing Services for the Contractor must maintain limits of not less than $1,000,000 with the same terms herein.

4) Error & Omissions/Professional Liability
When any system technicians, system engineers, project managers or electronic data processing (EDP) professionals including but not limited to system programmers, hardware and software designers/consultants or other professional consultants perform

work 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 performance of or failure to perform EDP, performance of or failure to perform other computer services and failure of software product to perform the function for the purpose intended. When policies are renewed or replaced, the policy retroactive date must coincide with or precede start of work on the Agreement. A claims-made policy which is not renewed or replaced must have an extended reporting period of two (2) years.

Subcontractors performing Services for the Contractor must maintain limits of not less than $1,000,000 with the same terms herein.

5) Valuable Papers

When any plans, designs, drawings, specifications, media, data, reports, records and other 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.

6) All Risk Property/Installation

All Risk Property/Installation Insurance must be maintained by the Contractor at full replacement cost insuring loss or damage to property site of Contractor and City of Chicago property therein including Department of Innovation Technology system/equipment, computer hardware and software devices, materials, parts and supplies that are part of the Agreement during the course of design, development, installation, upgrade, testing, storage, maintenance and/or repair. The City of Chicago is to be named as an additional insured and loss payee.

Contractor is responsible for all loss of, damage to, or destruction of City property/equipment at property site of Contractor that is part of the Agreement.

Contractor is responsible for all loss or damage to personal property (including but not limited to materials, equipments, tools and supplies), owned, used, leased or rented by Contractor.

B. ADDITIONAL REQUIREMENTS

Contractor must furnish the City of Chicago, Department of Procurement Services, City Hall, Room 403, 121 North La Salle Street, 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 coverage have an expiration or renewal date occurring during the term of this Agreement. Contractor must submit evidence of insurance on the City of Chicago Insurance Certificate Form (copy attached as Exhibit-) or equivalent prior to execution of Agreement. The receipt of any certificate does not constitute agreement by the City that the insurance requirements in the 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 City to obtain certificates or other insurance evidence from Contractor is not a waiver by the City of any requirements for the Contractor to obtain and maintain the specified coverage. Contractor must advise all insurers of the Agreement provisions regarding insurance. Non-conforming insurance does not relieve Contractor of the obligation to provide insurance as specified in this Agreement. Non-fulfillment of the insurance conditions may constitute a violation of the Agreement, and the City retains the right to stop work until proper evidence of insurance is provided, or the Agreement may be terminated.

Contractor will provide 30 days prior written notice to be given to the City in the event coverage is substantially changed, canceled or non-renewed.

Any deductibles or self-insured retentions on referenced insurance coverage must be borne by Contractor.

The Contractor hereby waives and agrees to require their insurers to waive their rights of subrogation against the City of Chicago, its employees, elected officials, agents, or representatives.

The coverage and limits furnished by Contractor in no way limit the Contractor's liabilities and responsibilities specified within the Agreement or by law.

Any insurance or self-insurance programs maintained by the City of Chicago do not contribute with insurance provided by Contractor under this Agreement.

The required insurance to be carried 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.

If Contractor is a joint venture or limited liability company, the insurance policies must name the joint venture or limited liability company as a named insured.

Contractor must require all Subcontractors to provide the insurance required in this Agreement, or Contractor may provide the coverage for Subcontractors. All Subcontractors are subject to the same insurance requirements of Contractor unless otherwise specified in this Agreement.

If Contractor or Subcontractors desire additional coverage, the party desiring the additional coverage is responsible for the acquisition and cost.

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

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 02/02/2011

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
Marsh USA, Inc.
4400 Comerica Bank Tower
1717 Main Street
Dallas, TX 75201-7357
Attn: Dallas.Certs@marsh.com 866-966-4664/F:212-948-0519

492757--GAXW-10-11 4M . 8/1/10

CONTACT NAME:
PHONE (A/C, No, Ext): **FAX (A/C, No):**
E-MAIL ADDRESS:
PRODUCER CUSTOMER ID #:

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A :	Sentry Insurance A Mutual Co	24988
INSURER B :	Sentry Casualty Company	28460
INSURER C :	ACE Property And Casualty Ins Co	20699
INSURER D :		
INSURER E :		
INSURER F :		

INSURED
Acxiom Corporation
P.O. Box 8180
Little Rock, AR 72203

COVERAGES **CERTIFICATE NUMBER:** HOU-001516984-04 **REVISION NUMBER:** 23

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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY			90-17709-03	10/01/2010	10/01/2011	EACH OCCURRENCE	$ 1,000,000
	X COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
	CLAIMS-MADE X OCCUR						MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 4,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$ 2,000,000
	X POLICY PRO-JECT LOC							$
A	AUTOMOBILE LIABILITY			90-17709-04	10/01/2010	10/01/2011	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS						BODILY INJURY (Per accident)	$
	SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident)	$
	HIRED AUTOS							$
	NON-OWNED AUTOS							$
C	X UMBRELLA LIAB X OCCUR			XOOG25827958	10/01/2010	10/01/2011	EACH OCCURRENCE	$ 4,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 4,000,000
	DEDUCTIBLE							$
	RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			90-17709-01 (AOS)	10/01/2010	10/01/2011	X WC STATU-TORY LIMITS OTH-ER	
B	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N N (Mandatory in NH)	N/A		90-17709-02 (HI, WI)	10/01/2010	10/01/2011	E.L. EACH ACCIDENT	$ 500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 500,000
							E.L. DISEASE - POLICY LIMIT	$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Re: Contract period - August 1, 2010 - July 31, 2015
Where required by written contract, City of Chicago is an Additional Insured (except on Workers' Comp) as respects operations of the Named Insured. The above referenced policy(s) (except Workers' Comp and Umbrella Liability) contain Primary and Non-Contributory wording as required by written contract. The above referenced policy(s) includes Waiver of Subrogation in favor of the City of Chicago, its employees, elected officials, agents, or representatives where required by written contract.

CERTIFICATE HOLDER

City of Chicago
Attn: Department of Procurement Services
City Hall, Room 403
121 North LaSalle Street
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
of Marsh USA Inc.
William Hines

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The ACORD name and logo are registered marks of ACORD

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 02/02/2011

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
MARSH (USA) INC.
4400 COMERICA BANK TOWER
1717 MAIN ST.
DALLAS, TX 75201

492757-E&O-10-11

CONTACT NAME:
PHONE (A/C, No, Ext):
FAX (A/C, No):
E-MAIL ADDRESS:
PRODUCER CUSTOMER ID #:

INSURED
Acxiom Corporation
610 E. Third Street
Little Rock, AR 72202-8190

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Columbia Casualty Company	31127
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** HOU-001517181-07 **REVISION NUMBER:** 8

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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	GENERAL LIABILITY						EACH OCCURRENCE	$
	COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
	CLAIMS-MADE / OCCUR						MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
							GENERAL AGGREGATE	$
	GEN'L AGGREGATE LIMIT APPLIES PER: POLICY / PRO-JECT / LOC						PRODUCTS - COMP/OP AGG	$
								$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS						BODILY INJURY (Per accident)	$
	SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident)	$
	HIRED AUTOS							$
	NON-OWNED AUTOS							$
	UMBRELLA LIAB / OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$
	DEDUCTIBLE							$
	RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATU-TORY LIMITS / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N	N / A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Misc Professional Liability Errors & Omissions			169805878	09/30/2010	09/30/2011		2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER

City of Chicago
Department of Procurement Services
City Hall, Room 403
121 North LaSalle Street
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
of Marsh USA Inc.

William Hines

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FACTORY MUTUAL INSURANCE COMPANY

5700 Granite Parkway
Granite Park Two
Suite 700
Plano, TX 75024
972-377-4808

POLICY INFORMATION FORM

This Policy Information Form confirms the stated coverage as of the date issued and does not amend, extend or alter the coverage offered by the policies listed herein.

TITLE OF INSURED:
ACXIOM CORPORATION

Policy No: JV249 — Effective: 01-Oct-2010

Account No: 1-21054 — Expires: 01-Oct-2011

Description & Location of Property Covered:
Personal Property
VARIOUS LOCATIONS
VARIOUS, US

Index No: 000920.00
Ins Loc: VARS*

COVERAGE IN FORCE: (Subject to limits of liability, deductibles and all conditions in the policy)

Insurance Provided:	Peril:	Limit of Liability:
PROPERTY DAMAGE	ALL RISK	$100,000,000

THIS POLICY INSURES THE FOLLOWING KINDS OF PROPERTY:

Personal Property owned by the Insured.

Personal Property, other than motor vehicles, of officers and employees of the Insured.

Personal Property of others in the custody of the Insured, which the Insured is under obligation to keep insured for physical damage of the type insured against under this Policy.

OTHER:

Valuable Papers and Records coverage applies.

The Company will not acquire any rights of recovery that the Insured has expressly waived prior to a loss, nor will such waiver affect the Insured's rights under this Policy.

Acxiom sites:
301 E. DAVE WARD DRIVE, CONWAY, AR 72032-7114;
15900 ARKANSAS SYSTEMS DRIVE, LITTLE ROCK, AR 72223;
1501 OPUS PLACE, DOWNERS GROVE, IL 60515;
2200 Busse Rd, Elk Grove Village, IL 60007

City's site:
TRANSUNION BLDG, 555 WEST ADAMS, CHICAGO, IL 60606

Mailing:

PIF Number: 00021-001

CITY OF CHICAGO, DEPT OF PROCUREMENT SERVICE
CITY HALL, ROOM 403
121 NORTH LA SALLE STREET
CHICAGO, IL 60602
mlr

BY _____
Authorized Signature/Date
Sarah B Nordman 07-Feb-2011

EXHIBIT 6

CONTRACTUAL REQUIREMENTS RELATED TO HIPAA

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

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

a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR 164.528.

11. Consultant must either return all PHI to the City or destroy it, at the City's option, upon termination or expiration of this Agreement.

12. Consultant must implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the electronic health information that it creates, receives, maintains, or transmits on behalf of the City as required by 45 CFR part 164.

13. Consultant must ensure that any agent, including a subcontractor, to whom it provides such information agrees to implement reasonable and appropriate safeguards to protect it.

14. Consultant must report to the City any security incident of which it becomes aware.

EXHIBIT 7

LIST OF KEY PERSONNEL

Name:	Title:
Michael Missert	Account Executive

EXHIBIT 8

CITY OF CHICAGO INFORMATION SECURITY POLICY

City of Chicago

Information Security Policy

Jason DeHaan
Chief Information Officer

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I. Introduction

A. The City of Chicago (City) intends to manage its information technology and information assets to maximize their efficient, effective, and secure use in support of the City's business and its constituents.

B. This document, the Information Security Policy (Policy), defines the governing principles for the secure operation and management of the information technology used, administered, and/or maintained by the City and for the protection of the City's information assets.

C. Violations of the City's Information Security Policy must be reported to Department Management or the Department of Innovation and Technology's (DoIT) Chief Information Officer.

II. Purpose

A. To define the responsibilities of the City's officers, employees, agents, departments, commissions, boards, offices, and agencies with respect to appropriate use and protection of the City's information assets and technology.

B. To ensure that the City's information assets and technology are secure from unauthorized access, misuse, degradation, or destruction.

III. Scope

A. This Information Security Policy applies to the City of Chicago, its departments, commissions, boards, offices, and agencies, and all officers, employees, temporary employees, interns, vendors, consultants, contractors and agents thereof--collectively referred to as "User(s)". The principles set forth in this Policy are applicable to all information technology and assets, in all formats, used by the City.

B. This Policy does not create any rights, constitute a contract, or contain the terms of any employment contract or other contract between the City of Chicago, any employee or applicant for employment, or any other person. Rather, this Policy details certain purposes, procedures, guidelines, responsibilities, and other matters the City of Chicago deems relevant to its management of information assets. The City reserves the right to amend this Policy or any part or provision of it.

IV. Definitions

Please familiarize yourself with the definitions in appendix A as part of your understanding of this Information Security Policy.

V. Organizing Information Security

A. Information Security Co-ordination

The Department of Innovation and Technology is responsible for designing, implementing and maintaining a City-wide information security program--in conjunction with other departments--and for assisting all City departments, agencies, offices, boards, and commissions in implementing and maintaining information management practices at their respective locations.

B. Allocation of information security responsibilities

The City's Chief Information Officer (CIO) is responsible for overall security of information assets and technology at the City. The CIO may delegate specific responsibilities related to information security to others within the City based on their job function.

C. Confidentiality Agreements

Employees, consultants, or contractors who use the City's information technology are

required to read, understand, and agree to the City's Confidentiality and Acceptable Use Agreement regarding their responsibilities and conduct related to the protection of the City's information assets and technology.

D. Third Parties

The City often utilizes third parties in support of delivering business services. When, as a result, these arrangements extend the City's information technology enterprise or business processes into the third parties' computing environments—for example, in cases of Application Service Providers (ASPs)—the third parties must abide by this Policy, as applicable, unless specific additional provisions have been established through contractual agreements.

VI. Asset Management

A. Information Classification

The City's information, whether in electronic or physical form, can be categorized into three classifications. Due care must be taken to protect the City's information assets in accordance with the three classifications, as described within this Policy.

1. Confidential – Sensitive personally identifiable information (PII) used for business purposes within the City which, if disclosed through unauthorized means, could adversely affect the City's personnel, including employees and constituents, and could have legal, statutory, or regulatory repercussions. Examples include: information exempt from disclosure under the Illinois Freedom of Information Act (FOIA), information protected from disclosure under the federal Health Insurance Portability and Accountability Act (HIPAA), other personnel information including Social Security numbers, and personal financial information including credit card data protected by the Payment Card Industry's Digital Security Standard (PCI DSS).
2. Internal – Information related to the City's business that if disclosed, accessed, modified or destroyed by unauthorized means, could have limited or significant financial or operational impact on the City. Examples include: strategic plans, vendors' proprietary information, responses to Requests for Proposals (RFPs), information protected by intergovernmental non-disclosure agreements or other non-disclosure agreements, and design documents. Other information related to the City's information technology that is considered Internal includes dial-up modem phone numbers and access point Internet Protocol (IP) addresses.
3. Public – Information intended for unrestricted public disclosure in the course of the City's business. Examples include: press releases, public marketing materials, and employment advertisements.

B. Responsibility for Assets

1. Ownership of Assets

   All information stored and processed over the City's technology systems is the property of the City. Users of the system have no expectation of privacy associated with the information they store in or send through these systems, within the limits of the federal, state and local laws of the United States and, where applicable, foreign laws.

2. Acceptable and Unacceptable Use of Assets

   a. To effectively conduct the City's business and operations, the City makes available to authorized employees and third parties various information technology resources, including e-mail, the City's Intranet, the Internet, and other communication and productivity tools. Use of these resources is intended for business purposes in accordance with Users' job functions and responsibilities, with limited personal use permitted only in accordance with the City's Ethics Ordinance, personnel rules, this

policy, and other applicable City policies. The limited personal use of information technology resources is not permissible if it creates a non-negligible expense to the City, consumes excessive time, or violates departmental policy. The privilege of limited personal use may be revoked or limited at any time by the City or department officials.

b. Users must not allow any consultant, visitor, friend, family member, customer, vendor or other unauthorized person to use their network account, e-mail address or other City-provided computer facilities. Users are responsible for the activities performed by and associated with the accounts assigned to them by the City.

c. No User may use City-provided Internet or Intranet access or the City's Confidential or Internal information to solicit or conduct any personal commercial activity or for personal gain or profit or non-City approved solicitation.

d. Users must not make statements on behalf of the City or disclose Confidential or Internal City information unless expressly authorized in writing by their Department Management. This includes Internet postings, or bulletin boards, news groups, chat rooms, or instant messaging.

e. Users must protect Confidential or Internal information being transmitted across the Internet or public networks in a manner that ensures its confidentiality and integrity between a sender and a recipient. Confidential information such as Social Security numbers, credit card numbers, and electronic Protected Health Information (ePHI) must be transmitted using encryption software.

f. Internal information such as email lists must not be posted to any external information source, listed in telephone directories, placed on business cards, or otherwise made available to third parties without the prior express written permission of the User's Department Management.

g. Users must not install software on the City's network and computer resources without prior express written permission from the Department of Innovation and Technology. Person-to-person (P2P) applications, Voice over IP (VOIP), instant messenger (IM) applications, and remote access applications pose an especially high risk to the City and their unauthorized use is strictly prohibited. City business must not be conducted on any device that allows P2P communication (such as file sharing music applications) without explicit approval from the Department of Innovation and Technology.

h. Users must not copy, alter, modify, disassemble, or reverse engineer the City's authorized software or other intellectual property in violation of licenses provided to or by the City. Additionally, Users must not download, upload, or share files in violation of U.S. patent, trademark, or copyright laws. Intellectual property that is created for the City by its employees, vendors, consultants and others is property of the City unless otherwise agreed upon by means of third party agreements or contracts.Users must not access the Internet, the Intranet or e-mail to use, upload, post, mail, display, or otherwise transmit in any manner any content, communication, or information that, among other inappropriate uses:

   i. interferes with official City business;

   ii. is hateful, harassing, threatening, libelous or defamatory, pornographic, profane, or sexually explicit;

   iii. is deemed by the City to offend persons based on race, ethnic heritage, national origin, sex, sexual orientation, age, physical or mental illness or disability, marital status, employment status, housing status, religion, or other characteristics that may be protected by applicable civil rights laws;

   iv. impersonates a person (living or dead), organization, business, or other entity;

v. enables or constitutes gaming, wagering or gambling of any kind;

vi. promotes or participates in unauthorized fundraisers;

vii. promotes or participates in partisan political activities;

viii. promotes or participates in unauthorized advertising of City projects and any advertising of private projects;

ix. compromises or degrades the performance, security, or integrity of the City's technology resources and information assets;

x. contains a virus, logic bomb, or malicious code;

xi. constitutes participation in chain letters, unauthorized chat rooms, unauthorized instant messaging, spamming, or any unauthorized auto-response program or service.

VII. Human Resources Security

A. Prior to Employment

All employees, consultants, and contractors who use of the City's information technology as part of their job function are required to sign the City's Confidentiality and Acceptable Use Agreement.

B. During Employment

1. Information Security Awareness, Education, and Training

Security Awareness begins during the hiring process and it is the responsibility of the User to remain aware of current security policies. The City's Intranet site contains the City's Security Policies as well as educational materials such as the "Security First" presentation. Users should read the Security Reminders that are periodically distributed by email. Users must also respond to the Information Security Notice that is displayed while logging on to City related systems.

2. Disciplinary Process

Any violation of this Policy, or any Part or provision hereof, may result in disciplinary action, including termination and/or civil action and/or criminal prosecution.

C. Termination or Change of Employment

1. Return of Assets

When a User leaves the City, all Information Assets remain the property of the City. A User must not take away such information or take away a copy of such information when he or she leaves the City without the prior express written permission of the City.

2. Removal of Access Rights

Upon termination of an employee or vendor, the person who requested access to technology resources must request the termination of that access using the City's access request procedure. In the event that the requestor is not available, the responsibility is placed upon the manager of the employee or vendor. The City may automatically disable or delete accounts where termination is suspected even if formal notification was by-passed.

VIII. Communications and Operations Management

A. Protection Against Malicious Code

1. It is the City's policy to conduct virus scanning of its technology resources to protect them from the threat of malicious code. The City will intercept and/or quarantine any networking and computer resource that poses a virus threat to its information assets.

2. All servers and workstations (networked and standalone) must have the City's approved antivirus protection software installed, properly configured, and functioning at all times. Additionally, systems that have not been issued by the City but that use the City's network must also be protected by antivirus software.
3. All incoming and outgoing e-mails must be scanned for viruses.
4. Users are responsible for ensuring that software, files, and data downloaded onto the City's workstations are properly scanned for viruses.
5. Users must conduct virus scans on all external media received or used by the City.
6. Users must ensure that all workstations (networked and standalone) have the most current antivirus signature files loaded.

B. Back-Up

1. The City will perform regular backups of User files stored on the City's file servers and storage media that are centrally managed by the Department of Innovation and Technology. This process will be coordinated in conjunction with the City's User departments based on their individual business needs.
2. The City will not back up multimedia files in formats including, but not limited to, .mp3, m4a, m4p .avi and .mov.

C. Media Handling

1. Disposal of Media

   Except as otherwise provided by law or court order, electronic information maintained in a department's office will be destroyed by department staff or the Department of Innovation and Technology when the retention period expires, in compliance with the City's implementation of the State of Illinois Local Records Act.

D. Monitoring

1. Monitoring System Use
   a. Users should have no expectation of privacy in their use of Internet services provided by the City. The City reserves the right to monitor for unauthorized activity the information sent, received, processed or stored on City-provided network and computer resources, without the consent of the creator(s) or recipient(s). This includes use of the Internet as well as the City's e-mail and instant messaging systems.
   b. All information technology administrators, technicians and any other employees who by the nature of their assignments have privileged access to networks or computer systems must obtain written approval from the Department of Innovation and Technology to monitor User activity.
2. Clock Synchronization

   All server clocks must be synchronized in a manner approved by the Department of Innovation and Technology in order to provide for timely administration and accurate auditing of systems.

IX. Access Control

A. User Access Management

1. User Account Management
   a. Access to Confidential and Internal data must be made using a formal Access Request Form.
   b. User accounts that have not been used for 90 days may be disabled without warning. After 180 days of inactivity, these accounts may be deleted without warning.

c. Departments must use the access request process to notify the Department of Innovation and Technology of a change in employment status (such as when a User takes a leave of absence, transfers departments, or is terminated). The account of a User on a leave of absence can be retained, suspended, or deleted at the discretion of the User's department.

B. User Responsibilities

1. Password Use

a. All e-mail, network, domain accounts must be password protected. All new accounts will be created with a temporary password. The temporary password must be changed upon first use.

b. Mobile devices must be password protected; this includes but is not limited to personal digital assistants (PDA), smart phones, laptops, handhelds (e.g. Blackberries) and off-site desktops.

c. Passwords used on the City's systems and on non-City systems that are authorized for use must have the following characteristics unless otherwise approved by the Department of Innovation and Technology:

i. Passwords must be a minimum of 8 characters in length;

ii. Passwords must contain both alphabetic and numeric characters;

iii. Passwords must not be the same as the username;

iv. Passwords must not contain proper names or words taken from a dictionary;

v. Passwords must be changed at minimum every 90 days; and,

vi. Passwords used for production systems must not be the same as those used for corresponding non-production system such as the password used during training.

d. Passwords must not be disclosed to anyone. All passwords are to be treated as Confidential information.

2. Screen Savers

Use of password-protected screen savers is recommended to prohibit unauthorized system access. Screen savers should initiate after 10 minutes of inactivity. Password-protected screen savers are required on workstations that access Confidential information such as electronic Protected Health Information. Password-protected screen savers are also required on workstations that access Internal information if the workstation is not in an area that has restricted access.

C. Mobile Computing and Remote Access

1. Laptops, off-site computers, and mobile media that contain Confidential information must be encrypted using an encryption technique approved by the Department of Innovation and Technology. Mobile media that contain Internal information must be protected using an encryption technique approved by the Department of Innovation and Technology, a strong logon password, or restricted physical access in order to protect the data. Examples of mobile media include flash drives, DVDs, CDs, and external hard drives.

2. Personal media devices (for example, MP3 players such as iPods) must not be used as peripheral devices on City-issued workstations.

3. Remote access is provided by the City as an information conduit to assist in the accomplishment of municipal duties and goals. Any other use is strictly prohibited. Requests for remote access must have a valid business reason and be approved by the Department of Innovation and Technology.

4. All remote access connections must be through a secure, centrally administered point of entry approved by the City. Authorized remote access connections must be properly

configured and secured according to City-approved standards including the City's password policy. All remote desktop protocol implementations must be authorized by the Department of Innovation and Technology. Remote access through unapproved entry points will be terminated when discovered.

5. Non-City owned computer equipment used for remote access must be approved and must also comply with the City's standards. The City will not be responsible for maintenance, repair, upgrades or other support of non-City owned computer equipment used to access the City's network and computer resources through remote access services.
6. Users who utilize workstations that are shared with individuals who have not signed a Confidentiality Agreement with the City must ensure that the City's data is removed or deleted after each use.

X. Information Security Incident Management

A. Reporting Information Security Events and Weaknesses

1. Violations of the City's Information Security Policy or any or all parts or provisions of this Policy must be reported to Department Management or to the Department of Innovation and Technology.
2. Users must ensure that a Help Desk representative is notified immediately whenever a security incident occurs. Examples of security incidents include a virus outbreak, defacement of a website, interception of email, blocking of firewall ports, and theft of physical files or documents.
3. All reports of alleged violations of this Policy, or any part or provision hereof, will be investigated by the appropriate authority. During the course of an investigation, access privileges may be suspended.

XI. Compliance

A. Compliance with Legal Requirements

1. Intellectual Property Rights
   a. Intellectual Property that is created for the City by its employees is property of the City unless otherwise agreed upon by means of third party agreements or contracts.
   b. No User may transmit to, or disseminate from, the Internet any material that is protected by copyright, patent, trademark, service mark, or trade secret, unless such disclosure is properly authorized and bears the appropriate notations.
2. Prevention of Misuse of Information Processing Facilities

   Users are prohibited from using the City's processing facilities—including data centers, network cabinets or closets, and other facilities housing the City's technology equipment—in any way that violates this Policy, and federal, state, or municipal law, including, but not limited to, the City's Municipal Code and Personnel Rules.
3. Compliance with Relevant Laws and Regulations

   By virtue of the City's services to its constituents and the nature of its legal status, the City is covered by certain laws and regulations dealing with security and privacy of information, most notably the Illinois Personal Information Protection Act (PIPA), the Health Insurance Portability and Accountability Act (HIPAA) and the Payment Card Industry's Digital Security Standard (PCI DSS). These laws and regulations, in some circumstances, may require additional safeguards for protection the City's information beyond the stipulations of this Policy. (For example, when accessing credit/debit cardholder data remotely, it is never to be stored on local hard drives, floppy disks, or external media. Furthermore, cut-and-paste and print functions are prohibited during

remote access sessions.) Accordingly, Users with access to Protected Health Information (PHI) must abide by HIPAA and Users with access to credit/debit card information must abide by PCI, as applicable.

4. Compliance with Security Policies and Standards

   All Users must read and sign the City's Compliance and Acceptable Use Agreement prior to being authorized to access the City's information technology and information assets.

Appendix A – Common Terms and Definitions

1. **Computer Resources** - All related peripherals, components, disk space, system memory and other items necessary to run computer systems.
2. **Credit Card Data** - The Primary Account Number (PAN), Card Verification Value (CVV--the 3-4 digit code on the signature block on the back of a Credit Card), track data (the data read directly from the magnetic stripe of a Credit Card) and PIN Block data (also read from the magnetic stripe). The PCI DSS can be found at https://www.pcisecuritystandards.org.
3. **Department Management** - A supervisor, manager, director, commissioner, or other officer or employee of the City designated by a City agency, board, commission, department, or office to be responsible for implementation of this Policy by his/her City agency, board, commission, department, or office.
4. **Electronic Mail (E-mail)** - The transmission of messages through electronic means in a body or attachment using the City's network or other information technology.
5. **Information Assets** - Information and data created, developed, processed, or stored by the City that has value to the City's business or operations.
6. **Information Technology** or **Network and Computer Resources** - Computer hardware and software, network hardware and software, e-mail, voice mail, video conferencing, facsimile transmission, telephone, remote access services, printers, copiers, and all other printed and electronic media.
7. **Intranet** - The suite of browser-based applications and HTML pages that are available for use only with access to the City's internal network.
8. **Internet** - The worldwide 'network of networks' connected to each other using the IP protocol and other similar protocols. The Internet enables a variety of information management services, including, but not limited to, e-mail, instant messaging, file transfers, file uploads, file downloads, news, and other services.
9. **Internet Services** – Any service in which its primary means of communication is the Internet. For example e-mail, web browsing and file transfers.
10. **Mobile Computing Devices** – Mobile devices and Mobile media. Mobile data processing devices are used as business productivity tools. Examples include: laptops, personal digital assistants (PDAs), smart phones, handhelds (e.g. Blackberries), and off-site desktops. Mobile media are devices typically used to transport data. Examples include: flash drives, DVDs, CDs, and external hard drives.
11. **Network** - The linking of multiple computers or computer systems over wired or wireless connections.
12. **P2P** – Peer-to-Peer network. A network where nodes simultaneously function as both "clients" and "servers" to other nodes on the network, P2P may be used for a variety of uses, but it is typically used to share files such as audio files. Examples of P2P networks include Napster, KaZaA, and LimeWire, If a node is not properly configured, any file on the device may potentially be accessed by anyone on the network.
13. **Protected Health Information** – Individually identifiable health information about an individual that relates to the past, present, or future physical or mental health or condition, provision of health care, or payment for health care.
14. **Remote Access Services** – A service that enables off-site access to the City information technology and assets. Examples include the City's telephone exchanges, internal phone switches, wireless access points (WAP), and Virtual Private Network (VPN) connections. Remote access includes, but is not limited to, dial-in modems, frame relay, ISDN, DSL, VPN, SSH, and cable modems.
15. **Security Incident** – An event that has an adverse impact on the confidentiality, integrity, and availability of computer systems, computer networks, electronic information assets, or physical information assets.
16. **User(s)** – The City's departments, commissions, boards, offices, officers, employees, temporary employees, interns, vendors, consultants, contractors, and authorized agents who utilize the City's information assets and technology.
17. **World Wide Web (WWW)** – Browser-based applications and HTML pages that are available for access and use across the Inter

EXHIBIT 9

CITY OF CHICAGO APPLICATION SECURITY POLICY

City of Chicago

Innovation and Technology

Application Security Policy

Jason DeHaan
Chief Information Officer

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Application Security Policy
Revisions

Author/Editor	Description	Date	Revision	Approved By
Jonathan Villa	Initial Version	02/23/2007	1.0	tav
Thomas Vari	Removed reference to Clinton. Renamed from Web Application Security Policy to Application Security Policy. Referred to Information Security Standards in the Data Classification Section.	10/31/07	1.1	tav
Thomas Vari	Changed BIS to DoIT	01/11/08	1.2	tav
Thomas Vari	Added Brandon	02/15/08	1.3	tav

Introduction

The purpose of this appendix is to provide a reference for developers working on City of Chicago Application projects. This appendix will not provide the details required to exploit any particular vulnerability but rather insight into the concepts needed to defend against these attacks. Furthermore, the information contained in this appendix assists the City of Chicago in ensuring the confidentiality, integrity, and availability of its information systems and data. Some examples include:

- Confidentiality – protecting administrative data that has been made available on the web as well as citizen data in transmission and storage;
- Integrity – users of an application's administrative interface continue to see valid and useful data;
- Availability – avoiding database crashes due to web based buffer overflow attacks or storage or performance issues due to automated attacks.

The information in this appendix is designed to protect against both isolated events—as in the case of XSS and SQL Injection—as well as designed to work as part of a larger strategy to defend against Application reconnaissance that is a requirement for an attacker. For example, information gathered from the errors generated by one project may allow an attacker to compromise another application.

This appendix will be updated as new vulnerabilities are discovered and more practical ways of defense can be implemented, for example when vendors release patches that assist in the defense of Applications allowing the web administration team to implement the fix across the enterprise environment.

Purpose

The information technology industry has established several standards in regard to securing private information including patient data, personal information, and payment cards information. The City of Chicago conforms to these requirements and standards as described in the Illinois Personal Information Act, HIPAA privacy and security rules, and the Payment Card Industry Data Security Standard.

Data Classification

All data must be classified as Confidential, Internal, or Public as defined in the City of Chicago's Information Security Policy which is posted on the City's Intranet Site.

General Concerns

The following is a dynamic list of common web based attacks as well as points of interest for attackers and malicious users. This list will be updated as needed.

SQL Injection

SQL Injection is an attack made against a database by means of an application or any other program where dynamic SQL is used by modifying the parameters in order to change SQL statements. This can range from returning data to dropping tables or altering a table structure. Modern enterprise databases and frameworks have taken steps to guard against these attacks however a defense in depth approach is preferred.

Care must be taken to ensure that data transmitted as what often times are assumed to be *nothing more than* Strings or *pure data* are not found to contain metacharacters that may have adverse affects once processed. In order to ensure this, developers should convert any metacharacters contained within a String into their appropriate character entity. Reference: Character entity references.

A popular method used by an attacker to begin a SQL injection attack is to produce an error message by passing invalid data to a form. If a proper error reporting system has not been implemented within the application, an attacker may gain access to table or column names or database versioning information.

Cross Site Scripting

Cross Site Scripting (XSS) is an attack against the integrity of an application as the main target is the end user. If an application is vulnerable and an end user is victimized, the integrity or reliability of the application—and perhaps applications in the same environment—comes into question. XSS is typically used to steal session information and then contact the site on behalf of the victim. This can have adverse effects when the end users data contains personal or financial information.

An application becomes vulnerable when it lacks proper output filtering. However, properly handling the data during input will help safeguard against this attack.

Example to test for XSS:

1. User enters in the characters "><script>alert('test')</script> into the name field on a form and submits the page.
2. Some other validation fails and the user is presented with the same form and data.
3. The first two characters, "> will be interpreted by the web browser and will close out the name field's value and generate a JavaScript alert.
    i. <input type="text" name="" value=""><script>alert('test')</script>">

If the data was filtered, the value of the field would be value="&quote;>alert (&quote;test &quote;)</script>". This would be rendered after the web browser has completed interpreting the markup language. Otherwise, when not filtered, the first two characters will be interpreted by the web browser as markup language.

Unhandled Exceptions

Every effort must be made to avoid displaying any information relating to source code, database connections, City of Chicago package naming structures (org.cityofchicago.dept.webapp), etc. This aligns with our defense against Application reconnaissance. Errors printed to the browser may contain database or table names, a hint of database credentials, or other information. Every error should be caught and a DoIT approved system error page displayed.

Errors may also reveal versioning information regarding libraries, server versions, etc. and may be recorded for later user when that resource has been to be vulnerable.

Comments

Pages that are displayed to the user should contain a very minimal set of comments. Comments can reveal usernames or emails of developers as well as old functionality that is no longer needed and only provides the attacker with more tools for reconnaissance. Comments should be kept to indicating very basic HTML structural information and should not inform about loops, conditionals, or included files.

Validation

In a security best case scenario, validation of user input would be performed on the server. There is a debate about performance in this area where administrators prefer to avoid making repeating calls to the application server to validate user input. Developers have opted to

introduce client-side validation using JavaScript to avoid these repeated calls.

JavaScript—while great for enhancing the user experience—has now been called to help the server rather than user. The security aspect of validating user data has now been pushed onto the client where the application and its security layer have lost control. A malicious user can easily utilize a proxy server to bypass any client-side validation. Often times an application is relying on the client-side validation process and when not performed, may cause an unhandled exception to occur. This may provide the malicious user with information to be used later in an attack.

Developers should **always** implement a defense in depth approach when validating user input, i.e. **always** validate the user input on the server as well. If possible, avoid using client-side validation which is quickly becoming a security standard.

Forms

Form fields should have maximum length values corresponding to the limit defined in the database. Setting the appropriate maximum length values will assist in defending against web based buffer overflow attacks as well as displaying database or application information in the event of an unhandled exception, e.g. *"value too large for column"*.

Form names should be unique, i.e. they should not contain the exact name of the database column. For example, if the database column used to store a person's first name is firstName, then the form field for first name should not be firstName but rather something unique such as deptFirstName.

While developers may not always have control over the names of the form fields, this approach should be used whenever possible.

Invalid data should always be treated as invalid data. Trying to convert the data into valid data may cause unexpected results. Developers should always ensure that the data being supplied by the client/end user is valid.

When validating data, a whitelist approach should be implemented by validating for expected values rather than attempting to deny certain values.

Hidden Fields

Hidden form fields are normally used to store server generated data. As is the case with the client-side validation, this puts the security—or integrity of the data—on the web browser thus losing the control on the server. A malicious user can easily use a proxy server to manipulate any POST data that is in transmission between the web browser and the server.

Developers should exercise caution when using hidden form fields.

Username Enumeration

Keeping in line with maintaining the integrity of the applications and confidentiality of data, developers should make additional efforts to avoid disclosing any information relating to the end user. One of the ways that this can be implemented is in how application generated error messages and password recovery methods are implemented and displayed. For example, messages displayed on failed login attempts should not inform the end user that the password was incorrect only. Messages indicating the password was incorrect inform an attacker that the username was correct. An attacker can now begin a dictionary attack once the username is known.

Password recovery processes should also require additional information rather than just a username prior to presenting the user with the secret question. This also allows an attacker to assume that the username was correct.

Information Disclosure

From time to time developers may need to interact with vendors or the public via a forum/bulletin to troubleshoot an issue. City of Chicago infrastructure information such as server names, IP addresses, or detailed layouts should not be shared with these outside sources unless approved by the DoIT administration team.

Developers will often post configuration files such as web.xml, properties files, or similar on forums for review by others. The process of *scrubbing* should be applied in these cases. Scrubbing involves removing information that pertains to an organization from the file while still maintaining enough configuration information to properly diagnose the problem. For example, IP addresses, server names, database credentials or versioning information, and the like should never be posted as is. IP addresses should be replaced by 12.34.56.78 or xx.x.x.x or similar. Server names and database credentials should be replaced with generic information such as username=username, password=password, serverOne, serverTwo, etc.

Information—such as logs files and configuration files—supplied to vendors such as BEA, FileNet, or others should be carefully reviewed in order to determine if any personal customer information is contained within the file. Credentials for QA and Production systems should always be removed from any information submitted to vendors.

If there is any doubt over the classification of data, please direct any concerns to one of the DoIT contacts listed in the Contacts section of this appendix.

Page Caching

Developers must ensure that pages that process or display private or sensitive information contain the appropriate no-cache settings to avoid saving any private or sensitive information on the customers computer.

Examples include purging form field data so that private and sensitive data is not available when a browsers back button is used or when temporary internet files are viewed on a computer.

Defaults

Default configuration parameters and values should not be used for any application that transmits or processes private or sensitive data.

HTTPS

Any page that requires a user to authenticate should be processed under a Secure Sockets Layer. Many people use the same password for various applications and the compromising of one application may facilitate the compromising of another more important application.

End users will be on both public and private networks and may be susceptible to a packet sniffing program controlled by an attacker. A packet sniffing program captures network data in transmission on the home network to its final destination. When this data is passed in plain text, a packet sniffer will a result similar to the following example.

```
0000  00 13 02 d1 eb 89 00 12 17 04 f2 71 08 00 45 00  ..........q..E.
0010  00 4d 58 5b 40 00 36 06 42 d2 42 b4 a3 bb c0 a8  .MX[@.6.B.B.....
```

```
0020  02 66 00 15 08 dc 9f b5 b1 74 7c 42 53 6d 50 18  .f.......t|BSmP.
0030  16 d0 b0 76 00 00 33 33 31 20 55 73 65 72 20 77  ...v..331 User w
0040  68 73 66 20 4f 4b 2e 20 50 61 73 73 77 6f 72 64  hsf OK. Password
0050  20 72 65 71 75 69 72 65 64 0d 0a                  required..
```

The above example is a capture of an FTP connection with the username of whsf (the password has been withheld).

Invalid Filenames

During development, it is common to start working on a new version of a file and renaming the original file with an extension of .bak, .txt, .old, etc. This should be avoided at all times. Attackers often employ tools capable of file type probes. A file type probe crawls a website and then attempt to render the recorded pages with extensions of .bak, .txt, .old, etc. If successful, a JSP page that contained server side comments and other information has now been rendered in plain text over a web browser.

Compliance

a. Illinois Personal Information Protection Act

Under the Illinois Personal Information Protection Act the City of Chicago is defined as a "data collector" and conforms fully to this Act.

b. HIPAA

Any project that stores, processes, or transmits patient data must meet the standards as described in the Health Insurance Portability and Accountability Act (HIPAA). Data owners and data custodians must ensure that secure procedures are used during transmission, storage, processing, and disposing of patient data.

c. PCI

Projects handling payment card information must meet the standards set forth by the Payment Card Industry Data Security Standard. The PCI DSS has established twelve requirements for transmission, processing, and storage of payment card information. Developers must meet and ensure that the applications being developed adhere to the following requirements when working with payment card information:

- Requirement 2: Do not use vendor-supplied defaults for system passwords and other security parameters.
- Requirement 3: Protect stored cardholder data by masking all but the last four credit card numbers in any display or printout
- Requirement 4: Encrypt transmission of cardholder data across open, public networks.
- Requirement 6: Develop and maintain secure systems and applications

The PCI DSS can be downloaded as a read and copy version only for study purposes by visiting the following link: https://www.pcisecuritystandards.org/

Developer Responsibilities

a. Security Awareness

Apart from ensuring that City of Chicago projects developed by City of Chicago developers are meeting security guidelines and standards, developers should be monitoring security patches to frameworks, libraries, commercial applications, and any other resource utilized by the City of Chicago. Security awareness should be practiced by implementing a defense in depth approach and not relying on the underlying

framework as the only security layer.

Examples:

- Microsoft .NET vulnerability
- FileNet Workplace – XSS found by the City of Chicago
- BEA Weblogic Multiple Vulnerabilities

Developers should also take steps to secure any code found during maintenance phases that may be vulnerable.

b. Application Security Scan

As part of the City of Chicago Development Standards, developers must request an application security scan for applications being deployed to the production environment prior to deployment. This should coincide with other performance testing such as load tests. The administration team will request the results of the security scan prior to deploying the new or updated application to production. Applications must not have any vulnerabilities or possible vulnerabilities with a severity level greater than medium. The severity levels are: info, low, medium, high, and critical. A sample report is available upon from request from the administration team.

c. Confidentiality Statement

Each developer and/or company is responsible for reading and signing the City of Chicago Confidentiality Statement. Developers are required to abide by this Statement throughout their relationship with the City of Chicago.

Contacts

- Douglas Hurdelbrink – douglas.hurdelbrink@cityofchicago.org
- Brandon Frelich – brandon.frelich@cityofchicago.org
- Thomas Vari – tvari@cityofchicago.org
- Jonathan Villa – jvilla@cityofchicago.org

Glossary

- Developer – any employee or consultant serving as a development, design, administration, or management resource for any City of Chicago information technology project.
- Vendor – Any commercial solution provider such as BEA, FileNet, Microsoft, Oracle, Red Hat, etc.
- Data custodian – any resource responsible for the administration or development of storage devices that persist data such as a database, network storage, or local disk as well as transmit or processes data.

EXHIBIT 10

CITY OF CHICAGO CONFIDENTIALITY AND ACCEPTABLE USE POLICY

City of Chicago

Confidentiality and Acceptable Use Policy

To: City Employees and Independent Consultants

From: Jason DeHaan, Chief Information Officer

Subject: Confidentiality and Acceptable Use Policy Regarding Responsibilities for Security and Privacy.

Purpose

Information security, confidentiality, and copyright protection are matters of concern for employees of the City of Chicago ("City") and for all other persons who have access to City computer files and information assets, whether they are employees, vendors, consultants, or others. The City maintains information in the form of computerized files for City departments, boards, and agencies as well as other entities. The City utilizes computer software and methodologies created internally and by third parties who are protected by intellectual property, patent, copyright and trade secret laws. As such, the City is contractually obligated to prevent any and all unauthorized disclosure or use of these information assets.

Recipient's Obligations

A position of trust has been conferred upon every authorized person who, as part of their job function, comes in contact with confidential information to keep this information secure and private. Both City employees and contractors are obligated to recognize and adhere to these responsibilities while on or off the job. Therefore, an employee of the City or a person authorized to access City data files and information is required:

- To follow the City's privacy and security policies, standards, and guidelines including the Information Security Policy;
- Not to expose customers' or employees' confidential information (such as social security number, driver's license number, and credit card data or account information);
- To maintain credit card data confidential and in full compliance of the current Payment Card Industry (PCI) Data Security Standards;
- Not to expose health information (such as an individual's diagnosis or treatment) as protected by HIPAA privacy and security rules;
- Not to engage in or permit unauthorized use of any information in files or programs maintained by the City;

- Not to seek to benefit personally or permit others to benefit personally through the release of confidential information which has come to him/her by virtue of their job function or assignment;

- Not to copy, alter, modify, disassemble, reverse engineer or decompile any intellectual property. Intellectual property that is created for the City by its employees, vendors, consultants and others is property of the City unless otherwise agreed upon by means of third party agreements or contracts;

- Not to exhibit or divulge the contents of any City record to any person except in the conduct of his/her work assignment or in accordance with the policies of the City;

- Not to disclose the specifics of non-public City related business to unauthorized personnel;

- Not to remove or cause to be removed copies of any official record or report from any file from the office where it is kept except in the performance of his/her duties;

- Not to use or request others to use the City's information technology for personal reasons beyond limited personal use as described in the Information Security Policy;

- Not to conduct City business on devices that allow P2P communication (such as music file sharing) without explicit approval from the Department of Innovation and Technology;

- To password protect mobile devices issued by the City or those authorized to connect to the City's information technology resources. Examples include but are not limited to: personal digital assistants (PDA), smart phones, laptops, handhelds (e.g. Blackberries) and off-site desktops;

- Not to aid, abet, or act in conspiracy with another to violate any part of this Confidentiality and Acceptable Use Policy;

- To report any violation of this code by anyone to his/her supervisor immediately;

Additional Resources

- The City of Chicago Information Security Policy: http://my.cityofchicago.org
- HIPAA: http://www.cms.hhs.gov/HIPAAGenInfo
- Illinois Personal Information Protection Act: http://www.ilga.gov/legislation/publicacts/94/094-0036.htm
- Payment Card Industry Data Security Standard (PCI): https://www.pcisecuritystandards.org

I acknowledge that I have received the City of Chicago's Information Security Policy and its Confidentiality and Acceptable Use Policy regarding responsibilities for security and privacy.

Employee/Consultant Signature **Date**

X_____ _____

Employee/Consultant Name Department/Division or Company (Printed)

_____

Employee/Consultant Contact Number

_____

City Manager's Name

_____

EXHIBIT 4

Evidence of Insurance

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 11/04/2011

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
Marsh USA, Inc.
4400 Comerica Bank Tower
1717 Main Street
Dallas, TX 75201-7357
Attn: Dallas.Certs@marsh.com 866-966-4664/F:212-948-0519
492757--GAXW-11-12 5M

CONTACT NAME:
PHONE (A/C, No, Ext):
FAX (A/C, No):
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A :	Sentry Insurance A Mutual Co	24988
INSURER B :	Sentry Casualty Company	28460
INSURER C :	ACE Property And Casualty Ins Co	20699
INSURER D :		
INSURER E :		
INSURER F :		

INSURED
Acxiom Corporation
P.O. Box 8180
Little Rock, AR 72203

COVERAGES **CERTIFICATE NUMBER:** HOU-002133016-23 **REVISION NUMBER:** 7

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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	**GENERAL LIABILITY**			90-17709-03	10/01/2011	10/01/2012	EACH OCCURRENCE	$ 1,000,000
	X COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
	CLAIMS-MADE X OCCUR						MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 4,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$ 2,000,000
	X POLICY PRO-JECT LOC							$
A	**AUTOMOBILE LIABILITY**			90-17709-04	10/01/2011	10/01/2012	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS / NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
C	X **UMBRELLA LIAB** X OCCUR			XOOG25833405	10/01/2011	10/01/2012	EACH OCCURRENCE	$ 5,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 5,000,000
	DED RETENTION $							$
A	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N			90-17709-01 (AOS) (Ded)	10/01/2011	10/01/2012	X WC STATU-TORY LIMITS OTH-ER	
B	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		90-17709-02 (OH, WA, WI)	10/01/2011	10/01/2012	E.L. EACH ACCIDENT	$ 500,000
							E.L. DISEASE - EA EMPLOYEE	$ 500,000
							E.L. DISEASE - POLICY LIMIT	$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Re: Contract period - August 1, 2010 - July 31, 2015
Where required by written contract, Certificate Holder is an Additional Insured (except on Workers' Comp) as respects operations of the Named Insured. The above referenced policy(s) (except Workers' Comp and Umbrella Liability) contain Primary and Non-Contributory wording as required by written contract. The above referenced policy(s) includes Waiver of Subrogation in favor of the Certificate Holder where required by written contract.

CERTIFICATE HOLDER

Cook County
Attn: Maria de Lourdes Coss
118 N. Clark Street 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 of Marsh USA Inc.

William Hines

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The ACORD name and logo are registered marks of ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 11/04/2011

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.

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PRODUCER
MARSH (USA) INC.
4400 COMERICA BANK TOWER
1717 MAIN ST.
DALLAS, TX 75201

492757–E&O-11-12

CONTACT NAME:
PHONE (A/C, No, Ext):
FAX (A/C, No):
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Columbia Casualty Company	31127
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Acxiom Corporation
610 E. Third Street
Little Rock, AR 72202-8190

COVERAGES **CERTIFICATE NUMBER:** HOU-002133019-17 **REVISION NUMBER:** 6

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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	GENERAL LIABILITY						EACH OCCURRENCE	$
	COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
	CLAIMS-MADE / OCCUR						MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
							GENERAL AGGREGATE	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$
	POLICY / PRO-JECT / LOC							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS / NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB / OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$
	DED / RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						WC STATU-TORY LIMITS / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? **(Mandatory in NH)** N	N / A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Misc Professional Liability Errors & Omissions			169805878	09/30/2011	09/30/2012		2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER

Cook County
Attn: Maria de Lourdes Coss
118 N. Clark Street 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
of Marsh USA Inc.

William Hines

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EXHIBIT 5

Board Authorization

EXHIBIT 6

Bill of Sale

BILL OF SALE

Cook County, ("Seller"), for good and valuable consideration, one dollar (1$), the receipt of which is acknowledged, sells and transfers to Acxiom Corporation, a Delaware Corporation ("Purchaser"), the equipment described in Schedule A attached hereto ("Equipment"), to have and to hold each and every item of Equipment to the Purchaser, its successors and assigns. Seller also agrees to transfer, to the extent assignable, all warranties of the manufacturers or suppliers of the Equipment applicable thereto.

Seller hereby warrants and represents that on the date hereof (i) Seller was the lawful owner of the Equipment, and (ii) Seller had a good and lawful right to sell the Equipment and the title to same was free from any lien, claim, charge or encumbrance whatsoever, and (iii) Seller will defend such title to the Equipment against all liens, claims, charges and encumbrances which Purchaser deems to be adverse to its interests.

Seller agrees to indemnify and defend Purchaser and hold it harmless from and against any loss, damage or cost (including court costs and reasonable attorney's fees) incurred by Purchaser as a result of any breach or inaccuracy of Seller's covenants, representations or warranties contained herein or in any related Purchase Agreement.

This Bill of Sale shall be binding upon Seller, its successors and assigns, and shall inure to the benefit of Buyer, its successors and assigns.

IN WITNESS WHEREOF, Seller has caused this instrument to be executed in its name by a duly authorized representative as of the 18th day of December, 2011.

By: María de Lourdes Coss
Name: María de Lourdes Coss
Title: Chief Procurement Officer

Schedule A
to
Bill of Sale

Description	Model	Serial Number
Storage Subsystem	2105-F20	16665
Storage Subsystem	2107-921	CBGY0
Storage Subsystem	2105-F20	17682
Storage Subsystem	2105-800	22586
SAN Switch	2005-B5K	105132A
SAN Switch	2005-B5K	105133B
IBM z9 CPU	1094-S08	7E900
IBM Tape Library - Library Frame	3494-L12	18109
IBM Tape Library - Drive Frame	3494-D12	80119
IBM Tape Library - Drive Frame	3494-D12	82927
IBM Tape Library - Drive Frame	3494-D14	83232
IBM Tape Library - Drive Frame	3494-D14	83233
IBM Tape Library - Drive Frame	3494-D12	83234
IBM Virtual Tape Severs	3494-B10	B1257
IBM Tape Controller	3590-A60	46225
IBM Tape Drive	3590-E1A	D7394
IBM Tape Drive	3590-E1A	D7770
IBM Tape Drive	3590-E1A	D7822
IBM Tape Drive	3590-E1A	D7851
IBM Tape Drive	3590-E1A	D8091
IBM Tape Drive	3590-E1A	E7772
IBM Tape Drive	3590-E1A	E7774
IBM Tape Drive	3590-E1A	E7947
IBM Tape Drive	3590-E1A	E8005
IBM Communications Controller	3745-41A	2987
IBM Communications Controller Exp Frame	3746-L13	3551
IBM Communications Controller Exp Frame	3746-A11	3721
IBM Communications Controller Exp Frame	3746-900	91504