PROFESSIONAL SERVICES AGREEMENT

for

EMERGENCY MANAGEMENT SOFTWARE

CONTRACT NO.: 12-30-311

BETWEEN

COOK COUNTY GOVERNMENT
Office of the Chief Procurement Officer

AND

SYSTEM SOLUTIONS, INC.
(Based on City of Chicago Contract No. 13783)

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, hereinafter referred to as "County" and System Solutions, Inc., doing business as a corporation of the State of Illinois hereinafter referred to as "Consultant," pursuant to authorization by the Chief Procurement Officer on the __10th__ day of __July__ , 2012.

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 of Chicago solicited a formal Request for Qualifications process for Computer Hardware, Software, Peripherals, Supplies and Related Equipment and as the Consultant was identified as the qualified and lowest cost provider for the services; and

Whereas, the City of Chicago entered into a contract on January 4, 2007 for the provision of services by the Consultant for the City relative to Computer Hardware, Software, Peripherals, Supplies and Related Equipment , City Contract #13783 ("the City Contract"); and

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

Whereas, this contract made and entered into by and between the County of Cook, a public body corporate of the State of Illinois, herein after the "County" and System Solutions, Inc., herein after the "Consultant".

Whereas, the County, through the Department of Homeland Security and Emergency Management, desires certain similar services of the Consultant; and

Whereas, the Consultant agrees to provide to the Emergency Management Software, incorporated as Exhibit 1, County Statement of Work; and

Whereas, the Consultant warrants that it is ready, willing and able to perform these supplies set forth in Exhibit 1, County Statement of Work and Exhibit 2, Cook County Price Proposal, 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 Cook County Price Proposal and incorporated herein by reference; and

Whereas, this Contract shall be effective after proper execution of the contract documents by the County through December 31, 2012, and the County may choose to exercise renewal options as stated in the City Contract; and

Whereas, Payment shall be as follows:

In no case shall such charges exceed the amount of $1,687,469.00. Invoices in triplicate on County Invoice Form 29A shall be submitted by the Consultant to the Using Department when requesting payment. The County shall have the right to examine the books of the Consultant for the purpose of auditing the same with reference to all charges made to the County.

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

Whereas, the County and the Consultant agree to the Terms and Conditions as stated in the City of Chicago Contract, hereto incorporated by reference as Exhibit 3 City of Chicago Contract, all as may be applicable to the County; and

Whereas, the County General Conditions are incorporated and attached by reference as Exhibit 4, and this Contract incorporates and is subject to the provisions attached hereto as Exhibit 4 General Conditions, and is incorporated herein by this reference; Notwithstanding such incorporation, none of the terms set forth in Exhibit 3 which conflict with the express terms of this Contract or its General Conditions shall be deemed or construed to supersede the terms of this Contract or its General Conditions; and

Whereas, when the United States Federal Government funding may be involved in the purchases or services rendered to the County through this agreement from the Contractor, the Special Conditions for Federal and Grant Funded Projects are invoked as referenced in Exhibit 6; and

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 Price Proposal
Exhibit 3	City of Chicago Contract (Contract No.13783)
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EXHIBIT 1

County Statement of Work
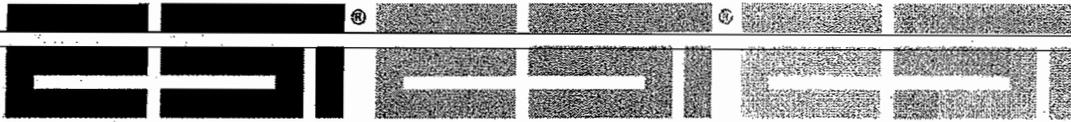
Cook County

ESi®
Boundless Collaboration

WebEOC® and ESiWebFUSION™ Proposal

All-Hazard Crisis Incident Management Software (CIMS) Solution

Prepared for:

Cook County Department of Homeland Security and Emergency Management

March 13, 2012

Bryan Jefferson
Emergency Management Specialist
Cook County HS&EM
69 West Washington Street
Suite 2630
Chicago, IL 60602

Subject: Proposal for WebEOC® and ESiWebFUSION™ (Q17498)

Thank you for your interest in ESi® products and services. We hope our understanding of your requirements is accurately reflected in the enclosed Statement of Work (SOW). The solution price of $2,672,370 is detailed in the SOW, Appendix J and consists of one-time costs totaling $2,188,930 and Year 2 and 3 costs totaling $483,440. Information on ESi's software support plans, *WebEOC, Town Square and ESiWebFUSION Software Support Plans,* is transmitted separately.

ESi has provided customers with information management systems and solutions since 1996. WebEOC® *Professional*, our flagship Crisis Information Management Software (CIMS), was the first web-enabled technology specifically designed for emergency management that was both *easy to use* and *customer configurable.* This combination has made WebEOC the industry leading CIMS product with customers at federal, state and local levels both in the U.S. and internationally. In the corporate world, WebEOC customers can be found in banking, finance, defense, energy, entertainment, healthcare, manufacturing, telecommunications and transportation industries.

Today, WebEOC is used by nineteen (19) Departments and Agencies within the Executive and Legislative Branches of the U.S. Federal Government, including the Departments of Agriculture, Commerce, Defense, Energy, Homeland Security, Health and Human Services, Interior, Transportation and Veterans Affairs. The U.S. Senate is a WebEOC customer along with the Environmental Protection Agency (EPA), National Aeronautics and Space Administration (NASA), Government Accountability Office (GAO), and the U.S. Nuclear Regulatory Commission.

WebEOC Adoption by State-Level Agencies
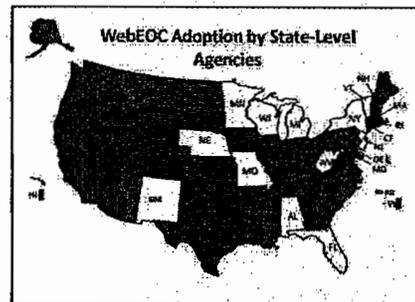
WebEOC is used by the District of Columbia and more than 60 state-level agencies in 39 states and territories. On March 9, the State of Michigan notified ESi that our bid for the State's replacement Crisis Management System was chosen over that of other bidders. Once contracting documents are in place, Michigan will become the 40th state or territory to adopt WebEOC.

Over 50% of all Tier I and II UASI regions in the country use WebEOC. Nationwide, WebEOC is used at the state or local level in 48 of 50 states by hundreds of customers representing thousands of jurisdictions. Joint Task Force-Civil Support, when deployed anywhere in the nation, relies on WebEOC for crisis / consequence management. A partial list of licensed WebEOC customers can be found at http://www.esi911.com..

With more than seven hundred installations worldwide, we have gained the kind of process and implementation expertise that can only come from implementing WebEOC for an incredibly diverse customer base. In size, customers range from small towns (Dillingham, AK – population 2,468) to large regional implementations (e.g.,

WebEOC®
Boundless Collaboration

National Capital Region), statewide rollouts (e.g. South Carolina) and complex-wide federal deployments (DOE). In other examples, WebEOC has been implemented by the U.S. Department of Homeland Security/Transportation Safety Administration where it is used by the Transportation Security Operations Center and hundreds of airports throughout the country to perform incident management, coordination, and provide situational awareness for all modes of transportation. For similar reasons, WebEOC *Professional* has been adopted by the U.S. Nuclear Regulatory Commission, utilities/nuclear power plants, and scores of counties adjacent to/within nuclear facilities' EPZ (Emergency Planning Zone).

Always committed to the idea of customer configurable software, we expressly shun canned or fixed processes. In each WebEOC implementation, ESi listens to customers to gain an understanding of their business rules and workflow, and the results of that discovery become the basis for the overall system design and configuration.

Our extensive experience implementing WebEOC has taught us the importance of understanding not only your agency's mission, but its immediate and long term goals. Ultimately, our desire is to provide a solution, not just software. With respect to initial WebEOC deployments, the most successful projects involve some level of design review followed by development and implementation of specific process elements that have been tailored – to the extent possible – to an agency's individual requirements. ESi can estimate these services based on past installations for similar customers, but as we are constantly reminded, each customer is unique and has unique requirements. A suggested plan for Cook County's initial WebEOC roll-out is described in the Statement of Work.

As former emergency managers, we take seriously our commitment to provide not only software, but solutions designed to meet your needs; solutions that are flexible and can be configured, if desired, by you, the customer; solutions that are easy to use – something often claimed by other vendors but proven time and again by WebEOC customers who train the inevitable alternate or new user who is called out / activated for the first time without the benefit of initial training or ever having participated in a drill/exercise.

There are no hidden or recurring costs with WebEOC. WebEOC does not rely on third party products whose licenses must be renewed annually. Nor must additional licenses be purchased as the number of responders needed to manage an event increase.

Pricing will remain valid for 180 days from the date shown in the quotation. Taxes are not included. If your agency is tax exempt, we request a tax-exempt certificate accompany your purchase order.

After you have had an opportunity to review this proposal and the accompanying information, please contact our office should you have additional questions or desire any changes. As appropriate, the Statement of Work should be shared with other members of your organization (e.g. information technology, emergency management, GIS, etc.) who may be responsible for or involved in the delivery of products or services related to this procurement.
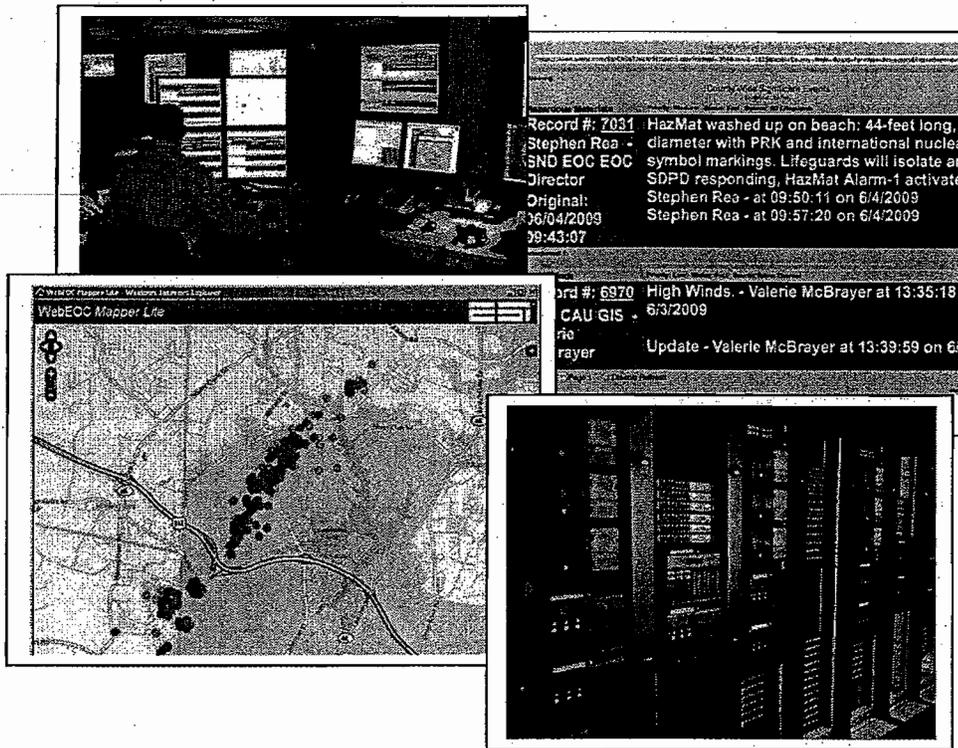
Thank you for considering ESi for your Emergency Management and Public Safety needs.

Sincerely,

Curtis R. MacDonald
Chief Operating Officer

Statement of Work
For
ESi Products
And
Professional Services

ESi Contact Information
Erin Jacobs, Sales
823 Broad Street, Augusta, GA 30901
(706) 262-2044 (Telephone)
(706) 823-9911 (Facsimile)
ejacobs@esi911.com (email)

Contents

1.0   Project Plan

This proposal provides details of the proposed plan for delivery of products and services and outlines responsibilities of both ESi and the customer.

2.0   Solution Overview

ESi will provide Cook County HS&EM one WebEOC *Professional* license with two WebEOC plug-in modules.

- WebEOC®*Professional* provides the backbone of the CIMS functionality.
- WebEOC®*Mapper Professional* allows users to interact with events, resources, and other response information in a geospatial environment. The WebEOC *Mapper Professional* implementation will leverage Cook County's current GIS environment (existing GIS server, ESRI ArcGIS Server software, and map data).
- WebEOC®*Resource Manager* provides NIMS-compliant resource inventory management, resource request management, and resource deployment tracking.

ESi will provide WebEOC®*Town Square* software licenses to eighty (80) of Cook County's more than 130 incorporated municipalities. Cook County HS&EM to designate receiving agencies.

ESi will provide Cook County HS&EM with ESiWebFUSION™. ESiWebFUSION will allow collaboration between Cook County HS&EM, its incorporated municipalities running WebEOC *Town Square*, and other WebEOC customers as determined by the County. This could include Illinois Emergency Management Agency (IEMA), the City of Chicago, Cook County municipalities that already have WebEOC products (e.g. Mount Prospect, Schaumburg), adjacent counties, etc.

Cook County HS&EM's WebEOC and ESiWebFUSION software will be hosted by ESi. ESi contracts hosting services with Rackspace Managed Hosting (Rackspace). The ESi hosted solution involves two Rackspace datacenters (Dallas, TX and Herndon, VA). One site will serve as Cook County's primary environment. The other site will, through mirroring/replication, provide Cook County a disaster recovery (failover) capability.

- The WebEOC *Mapper Professional* plug-in (installed as part of Cook County's hosted solution) will point to and consume data from the County's local GIS server.

The eighty (80) WebEOC *Town Square* instances will be remotely installed on *customer-provided* and maintained hardware. The WebEOC *Town Square* status board set will be standard across all agencies covered by this purchase.

Additional information on software support for the products listed above and related services are shown below.

<u>For Cook County Department of Homeland Security and Emergency Management:</u>

- ESi WebEOC®*Professional* with:
    - o Platinum Software Support – Years 1 and 2
    - o Gold Software Support – Year 3
- ESi WebEOC® Plug-in(s) with 3 Years Software Support
    - o ESi WebEOC®*Mapper Professional*
    - o ESi WebEOC®*Resource Manager*
- ESiWebFUSION™ with 3 Years Software Support
- Hosting Services[1] for 3 Years as described in Appendices G, H and I
- Professional Services – Project Management; Setup of Cook County's WebEOC and ESiWebFUSION software in ESi-hosted environment; onsite training and implementation and offsite board and process configuration as summarized below (services onsite unless otherwise indicated).
    - o WebEOC & ESiWebFUSION Discovery (Requirements Gathering) – Two (2) people, five (5) days
    - o WebEOC *Professional*, WebEOC *Town Square* & ESiWebFUSION Offsite Configuration – One (1) person, thirty (30) days
    - o GIS Configuration (Remote) – One (1) person, one (1) day
    - o Remote connection of eighty (80) WebEOC *Town Square* licensees to Cook County's ESiWebFUSION server.
    - o WebEOC *Professional* Administrator and Board Builder Training – One (1) person, two (2) days
    - o ESiWebFUSION Training – One (1) person, one (1) day
    - o WebEOC *Resource Manager* Training and Implementation – One (1) person, two (2) days.
    - o WebEOC Process Validation and Selected User Training – Two (2) people, five (5) days

<u>For Incorporated Municipalities within Cook County</u>

- WebEOC®*Town Square*™ (Qty 80) – License distribution determined by the County
    - o Premium Software Support Year 1
    - o Basic Software Support Years 2 and 3
- Remote installation of WebEOC *Town Square* on customer-provided servers.

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[1] This is a <u>*shared*</u> environment. Unless otherwise contracted, Customer's WebEOC and ESiWebFUSION instance is on hardware that serves multiple licensees. Customer does not have its own dedicated hardware. See Appendices H and I for additional details.

- Remote training for WebEOC *Town Square* licensees.

3.0 Pricing and Schedule

Pricing, to include options, is contained in Appendix J (Quote Q17498) and is subject to change based on mutually agreed upon changes in scope. Travel costs are estimated based on the federal JTR. Airfare (if applicable) assumes coach seating, refundable tickets.

The number of "on-site" days quoted is based on the scope of work accepted by customer and assumes that customer is fully prepared to receive purchased services (i.e. conditions of customer checklist are met, supporting hardware and software are in place and installed, designated staff is available, etc.) as scheduled. Should ESi be required to remain "on-site" in excess of the quoted time, at the request of the customer or due to delays caused by the customer's lack of preparation, such time and related expenses shall be billed to the customer at ESi's then-current rates.

If additional time is required to complete the project beyond that available during initial installation, ESi will coordinate with customer before taking any action. When customer's purchase order includes professional services in excess of what is required, hours not used can either be "banked" for future development or ESi can bill only for actual hours used.

Hosting and software support fees commence when customer's hosted instance of WebEOC is installed.

4.0 Invoicing

Customer will be invoiced for products when shipped by ESi to the Customer or setup on the ASP. Services (excluding ASP fees and support delivered as part of a Software Support Plan) will be invoiced monthly, as delivered. All invoices are payable NET30.

5.0 Contacts

Sales	Project Manager	Regional Manager
Curtis MacDonald	Brendan Abbott	Mitch Yudasz
COO	Project Manager	Regional Manager
(706) 823-0911	(706) 262-2582	(313) 330-7005
cmacdonald@esi911.com	babbott@esi911.com	mydasz@esi911.com

6.0 Planning and Preparation

6.1 Project Management

Following notification of Project Award, the ESi Project Manager schedules and conducts a Project Kick-Off Meeting (Conference Call). This meeting is intended to confirm the Statement of Work and discuss the implementation schedule. The Statement of Work contains a detailed description of the roles and

responsibilities for ESi and the Customer. Project Management provides scheduling, project plan development and management, coordination of Customer and ESi teams, requirements management, invoicing support, issues and action items tracking, and project communication.

6.2 Contracting / Procurement

Following receipt of a purchase order _and_ the executed WebEOC Managed Hosting Master Service Agreement (Appendix H), the ESiWebFUSION Managed Hosting Master Services Agreement (Appendix I) and consistent with the proposed delivery schedule as coordinated with the customer, ESi will order any hardware and third party software specified in Section 2.0.

6.3 Site Preparation

Prior to delivery of services, both ESi and Customer have specific responsibilities as outlined in Sections 6, 7 and Appendices A, B, F, H and I.

7.0 Implementation

7.1 General

Onsite services will begin with a brief kick off meeting with Cook County HS&EM officials. This meeting is intended to review the implementation schedule and meet with key stakeholders.

7.1.1 Discovery

The Discovery phase begins with an overview of WebEOC and ESiWebFUSION. Once complete, ESi will facilitate requirement gathering sessions in order to determine how Cook County HS&EM will use its instance of WebEOC _Professional_ during day-to-day operations, special events and man-made or natural disasters.

WebEOC _Professional_ contains several mission critical processes for crisis management. Examples of these processes include Mission/Tasking, Situation Reporting, Significant Events, and Incident Action Planning. ESi understands that each customer has different needs, and this stage is used to understand local requirements in order to adapt these to WebEOC out-of-the box processes. Cook County HS&EM Discovery participants must include the Emergency Management Director or his/her designee along with ICS or ESF leads. These individuals – the EOC Manager and the Command, Operations, Logistics, Planning and Finance representatives (or equivalent) – must describe how an entity operates during an activation – whether a special event (national convention, sporting event, etc.), a response to a manmade or natural disaster or, where appropriate, day-to-day operations. Agency PIOs are also a critical element in this process.

ESi will, if the customer is interested, illustrate boards and processes implemented by/for other WebEOC customers that could be imported and adapted to a Customer's own WebEOC implementation.

As part of the Discovery process, time will be set aside for Cook County HS&EM personnel and individuals representing not-to-exceed 10 WebEOC _Town Square_ sites to identify regional information sharing requirements. To the extent possible, within the 30 total days quoted for offsite configuration,

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ESi will modify the WebEOC *Town Square* board set to meet regional needs. When delivered, the WebEOC *Town Square* board set will be identical among all agencies. Subsequent to roll-out, individual licensees can, if needed, contract with ESi for additional boards unique to their operation.

Cook County HS&EM must be prepared to describe to onsite ESi personnel local agency processes / procedures outlined in Appendix F.

7.1.2 ESi Configuration

Process Configuration is the build-out of a Customer's WebEOC. Customers rarely implement all of the default, out-of-the box Status Boards or processes that come standard with WebEOC. Instead, they take advantage of the configurability WebEOC offers and implement their own unique requirements. This involves building new status boards, modifying existing, out-of-the-box status boards and/or importing and modifying where necessary status boards from other WebEOC users. In so doing, agencies are able to implement processes that meet the Customer's unique Event Reporting, Mission/Tasking, SITREP and other mission critical requirements.

The amount of time required to configure WebEOC cannot accurately be quantified until the initial Discovery Session is completed and results analyzed. Agency mission, type, size, and complexity all affect the amount of time necessary to configure WebEOC. Also, the Customer's own level of involvement is a key variable.

This proposal includes an estimate (30-days) for offsite ESi configuration services. As noted in Section 3.0, if additional time is required to complete the project beyond that available during the current engagement, ESi will coordinate with customer before taking any action.

Status boards are built and processes implemented based on Customer's business rules and workflow. To do this, we draw upon our vast knowledge of other implementations around the world and where possible, choose from an assortment of already developed boards that might meet Customer requirements. Based on the Implementation Requirements collected during Discovery, these boards, along with the out-of-the-box boards, are tailored to the extent necessary or new boards are developed from scratch. Whenever possible and requested, we take existing agency procedures into account when configuring WebEOC Status Boards. Adapting WebEOC to existing procedures minimizes the training required of agency personnel.

ESi personnel work with the Customer's WebEOC Administrator to ensure boards and processes implemented are consistent with agency requirements. This includes ensuring final access privileges are assigned to Status Boards, plug-ins, links and menus and, if appropriate, process permissions are assigned to Organization Groups. Once complete, ESi remotely installs the final board set. This also provides ESi personnel an opportunity to review the processes with the Customer's WebEOC Administrator.

7.1.3 Customer Configuration

Upon completion of WebEOC *Professional* Administrator Training (Section 7.5.1 below), Cook County HS&EM WebEOC Administrators will apply the lessons learned during training and begin the process of

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(1) entering *Users*, (2) assigning *Users* to *Positions*, (3) assigning *Positions* to *Groups* and (4) assigning preliminary permissions (privileges) to *Groups*.   Each user account must be assigned to a position and each position must be assigned to a group.

To the extent time allows, ESi will assist the Customer's WebEOC Administrator(s) to set up representative accounts. In concert with this effort, we will provide best practices for naming conventions and introduce techniques to deal with multi-jurisdictional implementations where more than one agency may have positions in the system, or the system may be sharing information with other WebEOC installations/agencies.

7.1.4 Process Installation/Validation

Upon completion of the offsite configuration, Cook County unique status boards and processes will be installed, tested and validated.

7.2   WebEOC®*Mapper Professional* (Cook County HS&EM Only)

Implementation services involve installation of the WebEOC *Mapper Professional* plug-in, mapper-enabling select WebEOC status boards, and separately, remote GIS configuration services (Appendix A).

- GIS configuration services are performed separately by personnel from Tucuxi, a subsidiary of ESi.

WebEOC *Mapper Professional* includes access to a set of default layers through the ESRI ArcGIS Online service. Because this service is provided over the internet, outbound internet access is required to use these default layers. The following default data layers are provided:

Streets
This layer provides a street map of the United States. The street data is provided and updated by ESRI to ArcGIS Server customers and cannot be updated or modified by ESi.

Imagery
This layer provides a map of the United States composed of satellite imagery and aerial photography. The imagery data is provided and updated by ESRI to ArcGIS Server customers and cannot be updated or modified by ESi.

Topography
This layer provides a topographic map of the United States. The topographic data is provided and updated by ESRI to ArcGIS Server customers and cannot be updated or modified by ESi.

Additional GIS data layers may be provided by the Customer and used in WebEOC *Mapper Professional* but the Customer is responsible for the configuration of those data layers on the GIS server unless otherwise specified in this document.

Data layers available in an ESRI MXD map document format suitable for publishing in ArcGIS Server at the time of WebEOC *Mapper Professional* 3 installation can be configured in WebEOC *Mapper*

Professional by ESi. Data layers provided after installation or provided in another format will require additional GIS configuration services beyond the scope of this project. There is no required set of layers that must be provided. The EM Director typically works with the GIS team to decide which of the available layers will be needed in the EOC during an EOC activation. The specific layers provided in an MXD document for publishing are chosen by the customer.

While not required, the recommended MXDs to be provided for WebEOC *Mapper Professional* are a map document containing roads and other basic transportation features and one containing useful overlay layers, such as:

- Parcel boundaries
- Fire/Police/CIKR facilities
- Schools
- Hazards
- Other layers that may be useful to EOC staff

7.3   WebEOC®*Town Square* (Customers TBD)

7.3.1   Installation

ESi will remotely install WebEOC *Town Square* on <u>customer-provided</u> servers. System requirements can be found in Appendix C.

The eighty (80) cities/towns designated by Cook County to receive WebEOC *Town Square* software must provide ESi personnel remote access to these servers.

ESi / Customer Responsibilities are outlined in Appendix B.

7.4   ESiWebFUSION™ Implementation

7.4.1   Installation

ESi will remotely connect Cook County's WebEOC®*Professional* server and eighty (80) WebEOC®*Town Square* servers to Cook County's ESi-hosted, ESiWebFUSION server. This will require remote access to participating agency WebEOC servers. The County must identify and provide contact information for WebEOC *Town Square* licensees to be connected.

As part of end-to-end testing, regional WebEOC *Town Square* customers will be selected to validate connectivity and information exchange. This test validates the WebEOC and ESiWebFUSION implementation as directed by the Cook County HS&EM and highlights areas needing improvement. It also ensures:

- Data is properly queued during loss of connectivity and automatically transmitted once connectivity is restored.
- Users can view and post data to regional status boards hosted on the ESiWebFUSION server.
- WebEOC Users can see data posted to regional boards by each participating WebEOC system

- A WebEOC Administrator can publish a board to the ESiWebFUSION server and agencies can subscribe to the new board and exchange information.
- Changes in board design are automatically propagated to each subscribing system.

Upon completion the exercise, ESi works with the Customer to address any issues identified and, where time permits, implements any needed changes.

7.5   Training

ESi will provide a combination of remote and onsite training covering the topics listed below.

Course	Duration (Days)	Location	Attendee
WebEOC *Professional*[2] Administrator and Board Builder	2.0	Onsite	Cook County HS&EM
ESiWebFUSION Administrator	0.5	Onsite	Cook County HS&EM
ESiWebFUSION (TS agencies connecting to EWF)	0.5	Onsite	*Town Square* Agencies
WebEOC *Resource* Manager	2.0	Onsite	Cook County HS&EM
WebEOC *Town Square*	0.5[3]	Remote	*Town Square* Agencies
WebEOC *Professional* User	2.0	Onsite	Cook County personnel

7.5.1   WebEOC Administrator and Board Builder

WebEOC *Professional* Administrator and Board Builder training is provided to WebEOC "Administrators". Training is also provided on WebEOC *Mapper Professional*. WebEOC Administrator class size should not exceed ten students. Although a minimum number is not specified, training should include enough system administrators to ensure one is available for duty during any protracted event.

WebEOC Administrator and Board Builder training is provided to the person or persons responsible for administering the system. Administrator training will provide instructions on how to setup and manage WebEOC. Administrators need not be IT professionals. *Users should not attend Administrator training.*

All on-site WebEOC courses require a classroom with a computer for each student, access to the network hosting WebEOC, and a data projector and screen for the instructor. An overview of WebEOC Administrator training is contained in Appendix E. ESi provides a course syllabus and two Administrator and Board Building Student Training Manuals with every install.

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[2] Includes WebEOC *Mapper Professional*

[3] Per Agency

7.5.2 ESiWebFUSION

Two types of training are provided. The first is for the Cook County HS&EM person or persons responsible for administering the ESiWebFUSION server(s). ESiWebFUSION Administrator class size should not exceed ten students.

Upon completion of ESiWebFUSION Administrator training, a separate class is held for regional WebEOC *Town Square* Administrators. This training will teach regional WebEOC Administrators how to publish WebEOC status boards to the ESiWebFUSION server. Administrators are also instructed on status board subscription methods.

Classroom requirements include a computer for each student, access to the network hosting ESiWebFUSION, and a data projector and screen for the instructor. An overview of ESiWebFUSION training is contained in Appendix E

7.5.3 WebEOC *Resource Manager*

To fully implement WebEOC *Resource Manager*, a detailed analysis and discovery process (Appendix F) is required to define request hierarchies for routing resources (e.g., city requests from a county, county requests from another county and/or state, etc.). A key component involves importing the resource list that is structured in accordance with NIMS nomenclature (definition, group and type). During the review process, Customer must identify where resources are located, who owns them, the costs associated with their deployment, and contact information. If WebEOC *Resource Manager* will be deployed cross-jurisdictional, then understanding State, County, City and/or Tribal relationships is a critical element in this process.

NOTE: Attendance by Logistics Section Chief or equivalent is essential to successful implementation.

7.5.4 WebEOC *Town Square*

Virtual classroom training for WebEOC *Town Square* is available weekly from ESi University. This one-time training for up to five (5) WebEOC Administrators (per agency) will be conducted in a single, four hour block.

All WebEOC courses require a computer for each student and internet access. A training syllabus can be found on the WebEOC *Town Square* website. See Appendix E for additional requirements.

7.5.5 WebEOC *Professional* User

Once a baseline process is developed and installed, *targeted* User training can be conducted. This training, tailored to Cook County HS&EM's unique implementation of WebEOC *Professional*, is administered to selected Users representing key EOC positions. Upon completion of training, the same individuals participate in a mini exercise. The purpose of the exercise is two-fold. First, it tests user knowledge gained during initial training. Second, and more importantly, it validates the WebEOC implementation as directed by HS&EM and highlights areas needing improvement. A maximum of two three (3) hour sessions are conducted per day.

Upon completion of onsite training and the exercise, ESi works with the Customer to address any issues identified and, where time permits, implements any needed changes.

See Appendix E for additional information on Administrator and User training.

APPENDIX A – ESi / CUSTOMER RESPONSIBILITIES (Cook County HS&EM Only)

This proposal assumes parties will provide products (hardware and software) and/or services as outlined in this Statement of Work.

WebEOC® *Professional* – ESi-Hosted			
Description	Customer	ESi	N/A
Designate a Project Manager.	√	√	
Appoint sufficient WebEOC Administrators to ensure that at least one is available for duty during a protracted event.	√		
Provide Contact Information for the following positions:			
Emergency Management Director	√		
IT Director or Point of Contact	√		
GIS Point of Contact (If WebEOC *Mapper Professional* will be installed)	√		
WebEOC Administrator	√		
Two contacts who are to receive (via email) announcements related to WebEOC products and services (e.g. software updates, user conference details, etc.)	√		
Provide address where administrator training will occur.[4]	√		
Provide address where user training will occur, if different from the above.	√		

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[4] Trainees should have their own computers with a supported browser and be able to access the WebEOC server. The room where WebEOC training will take place should have at least one projector connected to a computer with access to WebEOC.

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WebEOC *Mapper Professional* Plug-in – ESi-Hosted		
Description	**Customer**	**ESi**
If ESRI online map data will be used, ESRI ArcGIS Server 9.3 or 10.0 is required.	√	
If local map or a combination of local and ESRI online data will be used,		
1. Install ArcGIS Server 9.3 or higher (Standard Workgroup, Standard Enterprise, Advanced Workgroup, or Advanced Enterprise)[5] on a customer provided GIS server	√	
2. Provide URL of Geocoding Service if you wish to use an internal geocoding service.	√	
3. Provide documentation of GIS data layers to be included in WebEOC *Mapper Professional* (i.e. data types and format, map service projections, etc.).	√	
4. Ensure ArcGIS Server map services have been created, published, and names and URLs documented.	√	
5. Ensure ESRI format geocoding service has been created, published, and names and URLs documented.	√	
6. (Recommended) Provide and install software and hardware to backup the ArcGIS database. Customer is responsible for implementing database backup processes.	√	
7. Configure GIS data for access through ArcGIS Server.	√	
8. Although not required for WebEOC *Mapper Professional*, provide and install ArcEditor or ArcInfo if you will create map layers locally.	√	
9. If SSL is implemented, all GIS data will require set up for encrypted connections.	√	
10. If using internal map services, open connection between the WebEOC web server and the ArcGIS 9.3 or 10.0 server.	√	
11. Ensure that a crossdomain.xml file is installed in the root website on the ArcGIS Server System and that the crossdomain.xml file allows access from the WebEOC Application Server and from any other client user locations.	√	
12. If local map data will be used, ensure that the projection of all local map services is the same on each map service.	√	

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[5] With WebEOC *Mapper Professional* v2.0 or higher, ArcGIS Server 9.3 or 10.0 is required on the dedicated GIS server. Unless delivered as part of a bundled solution, customer must provide appropriate ArcGIS Server software

WebEOC *Mapper Professional* Plug-in – ESi-Hosted		
Description	**Customer**	**ESi**
13. If local maps will be used with ESRI online map data, ensure the projection of all map documents is in WGS 1984 (EPSG-4326) when using the map services that end in _2D. If using other map services, the local map documents need to be in Web Mercator (EPSG-102100) and Mapper will need to be configured to use this projection.	√	
Provide administrative access to the WebEOC web server	√	
If using external ArcGIS Online map services, open Port 80 for WebEOC server and any client machines.	√	
Verify GIS data layers (network accessibility, projection, and symbology).	√	
Provide server names of WebEOC web server and ArcGIS server.	√	
If local map data will be used:		
1. Verify connection between the WebEOC web server and the ArcGIS 9.3 or 10.0 server. Troubleshoot as necessary.		√
2. Configure WebEOC to consume local ArcGIS Server map services.		√
3. Verify local ArcGIS Server map services load correctly in WebEOC *Mapper Professional*. Troubleshoot ArcGIS Server and IIS as needed.		√
4. Configure WebEOC to point to the local ESRI format geocoding service.		√
5. Verify local ESRI format geocoding services works correctly in WebEOC *Mapper Professional* and WebEOC *Town Square*. Troubleshoot as needed.		√
6. Verify that a crossdomain.xml file installed in the root website on the ArcGIS Server System is correctly configured. Troubleshoot as needed.		√
7. Verify that local dynamic GIS data layers (network accessibility, projection, and symbology) operate correctly in WebEOC *Mapper Professional*. Troubleshoot as needed.		√
Provide or have available on arrival:		
	√	
1. Administrative access to WebEOC web server.	√	
2. List of Administrators and Users requiring access to the WebEOC Servers.		
Test link from WebEOC *Mapper Professional* to ArcGIS Server.		√

WebEOC *Mapper Professional* Plug-in – ESi-Hosted		
Description	**Customer**	**ESi**
Troubleshooting Requirements for online data:		
1. Access to WebEOC Database.	√	
2. Access to IIS on the WebEOC server(s)	√	
Troubleshooting Requirements for local data:		
1. Access to WebEOC Database.	√	
2. Access to IIS on the WebEOC server(s)	√	
3. Access to GIS data and published map document through ArcCatalog and ArcMap	√	
4. Access to published geocoder through ArcCatalog	√	
5. Access to IIS on ArcGIS Server	√	

ESiWebFUSION (ESi-Hosted) - Planning			
Description	**Customer**	**ESi**	**N/A**
Designate a Project Manager	√	√	
Provide Contact Information for:			
IT Director or Point of Contact	√		
Two contacts who are to receive (via email) announcements related to ESiWebFUSION products and services (e.g. software updates, etc.)	√		
ESiWebFUSION Administrator	√		
The following IT and EM staff must be scheduled and confirmed available during installation: 1. WebEOC server administrators from each installing agency/WebEOC instance who have full administrative access to the subscribing WebEOC application and SQL servers. 2. A WebEOC administrator for each participating agency must be available during installation or a WebEOC administrator account must be provided for use by ESi personnel.	√		

WebEOC® Servers Connecting to ESiWebFUSION™			
Description	**Customer**	**ESi**	**N/A**
Provide list of WebEOC servers that will connect to ESiWebFUSION.	√		
For each WebEOC that will connect to ESiWebFUSION:			
Provide the number of web servers that will connect.	√		
Identify each WebEOC instance that has load-balanced web servers.	√		
Indicate which WebEOC customers have combined web/database servers and those that have separate physical web and database servers.	√		
For each WebEOC that employs redundancy through Double-Take:			
Provide the number of redundant web servers.	√		
Identify each redundant WebEOC instance with load-balanced web servers.	√		
Indicate which WebEOC customers have combined web/database servers and those that have separate physical web and database servers.	√		

WebEOC® Servers Connecting to ESiWebFUSION™			

For every WebEOC web and database server that will connect to ESiWebFUSION provide:
 	
    Web server operating system:
        Windows Server 2003 32-bit ☐
        Windows Server 2003 64-bit ☐
        Windows Server 2008 32-bit ☐
        Windows Server 2008 64-bit ☐
    SQL servers:
        Windows Server 2005 Express ☐
        Windows Server 2005 Standard or Enterprise Edition ☐
        Windows Server 2008 Express ☐
        Windows Server 2008 Standard or Enterprise Edition ☐
	√		

Verify WebEOC is installed in the **same** drive and directory on **all** primary and redundant Web servers, e.g."C:\Program Files\ESi\WebEOC 7\EOC Professional"	√		
Verify the latest WebEOC 7 patches are installed on **all** WebEOC primary **and** redundant web servers.	√		
Verify all primary and redundant WebEOC web servers make an outbound call to the internet on port 443. Note: Firewall exceptions need to be made prior to scheduling the configuration of the WebEOC servers for ESiWebFUSION.	√		
Identify any WebEOC web servers that require a proxy to access the internet.	√		

Each site that will connect to ESiWebFUSION must create a user account in WebEOC with the following:
 	
    User Name: Pullservice
    Password: (create a password)
    Multiple User Login checked
	√		

APPENDIX B – ESi / CUSTOMER RESPONSIBILITIES (WebEOC *Town Square* Customers)

This proposal assumes parties will provide products (hardware and software) and/or services as outlined in this Statement of Work.

WebEOC *Town Square* (Customer-Provided Hardware)			
Description	Customer	ESi	N/A
Designate a Project Manager.	√	√	
Provide Contact Information for the following positions:			
Emergency Management Director	√		
WebEOC Administrator	√		
Provide web and database server(s). The WebEOC *Town Square* application and associated SQL database can coexist on the same server. If WebEOC *Town Square* will be accessed via the internet, Microsoft® recommends separate web and database servers for added security.	√		
Provide and install a supported version of Microsoft Windows Server Operating System software for each web and database server. Customer must install a supported Microsoft operating system (and the latest security and service packs). WebEOC *Town Square* servers require the Standard Edition of Microsoft Windows Server® 2003/2008 – 32 or 64 bit (64-bit for Itanium servers not supported).	√		
Provide Microsoft SQL Server database software. WebEOC *Town Square* requires and Customer must install an edition of Microsoft SQL Server to store all application data. By default, *Town Square* can utilize the free, distributable version of Microsoft SQL 2008 Express. While Microsoft SQL 2008 Express will satisfy the needs of most end users, Customers who provide their own hardware should note that Microsoft SQL 2008 Express will only access one physical processor, utilizes 1GB of available system memory and has a database size limit of 10GB, regardless of the server specifications.	√		

WebEOC *Town Square* (Customer-Provided Hardware)			
Description	**Customer**	**ESi**	**N/A**
Install Microsoft Internet Information Service (IIS) with all current updates.	√		
Ensure IIS allows execution of ASP.NET	√		

WebEOC *Town Square* application requires (A) a Local Administrator account OR (B) a service account with the following rights:
 	
   a. <u>Allow Log On Locally</u>
   b. <u>Act as Part of the Operating System</u>
   c. <u>Database Owner (DBO) access to the Master database in SQL</u>
 	
(This allows for the creation of tables, etc., in the WebEOC database. Once the WebEOC database and related tables are created, the DBO right can be changed to Master from the WebEOC database).
	√		

Remotely install WebEOC *Town Square*		√	
Provide and install anti-virus software.	√		
Provide and install software and hardware to back-up the database (as required). Customer is responsible for implementing database backups and all database maintenance.	√		
Connect server(s) to the network			
Implement all required/mandated network security measures (e.g. hardware/firewall) prior to WebEOC *Town Square* server installation.	√		
If internet access to WebEOC *Town Square* is required, obtain and assign a *public* IP address to the web server	√		
Obtain SSL certificate (if SSL will be implemented) and install on Web server. NOTE: If web server will be accessible from the internet, ESi recommends SSL certificate be purchased and installed prior to actual use.	√		
Open port 80 (443 for SSL) when placing the web server behind a firewall.	√		
Open firewall port 1433 for SQL if placing a separate web server in a DMZ.	√		
If implementing local Disaster Recovery Solutions:			

WebEOC *Town Square* (Customer-Provided Hardware)			
Description	**Customer**	**ESi**	**N/A**
Confirm operating system(s) installed on database servers			√
Provide, install and configure Double-Take Software			√
Test failover solution. The primary (active) instance of WebEOC will undergo a test to simulate failover to the secondary (passive) instance of WebEOC at the redundant (mirror) site. Upon successful completion, both WebEOC instances will be returned to their normal state.			√

APPENDIX C – SYSTEM REQUIREMENTS

This Appendix outlines general WebEOC system requirements.

- Section 1.0 applies to Cook County HS&EM and all agencies receiving WebEOC *Town Square*.
- Section 2.0 applies to (1) agencies installing WebEOC *Town Square* or (2) Cook County if the County desires to install a copy of WebEOC locally for testing.
- Section 3.0 applies Cook County HS&EM.
- Section 4.0 provides hardware requirements for customers installing locally.

1.0 User Software

1.1 WebEOC Administrator

Any computer running Microsoft Internet Explorer® 7, 8 or 9. (WebEOC administrative functions are not supported on PDAs).

1.2 WebEOC User

Any computer running Internet Explorer® versions 7, 8, and 9; Google Chrome™ version 11; Mozilla Firefox® version 4; Apple® Safari® version 5. Minimum requirements can be found on respective vendor web sites.

Customers opting for WebEOC *Mapper Professional* must, in addition to a supported browser, download/install Adobe Flash Player browser plug-in 10.2 or higher.

1.3 WebEOC User – Mobile Devices

WebEOC supports the following mobile operating systems:

- Blackberry OS v6 and later
- Apple iPhone (latest OS version)
- Apple iPad (latest OS version)
- Android devices (v2.1, 2.2, 3.1

Mobile device users running WebEOC 7.4 and above have access to all board features as well as the following Modules:

- Chat
- Contacts
- File Library
- Messages
- Checklists

Note: The ability to upload files on a mobile device is not supported. MapTac, Resource Manager, Team Manager and Mapper Lite/Professional are not supported on mobile devices.

2.0   Server Software

General WebEOC server requirements are discussed below. Section 3.0 provides additional system requirements specific to WebEOC *Mapper Professional*.

2.1   Operating System (OS) Software

WebEOC® web and database servers require the Standard Edition of Microsoft Windows Server® 2003/2008 operating system – 32 or 64 bit (64-bit for Itanium servers not supported). Although WebEOC products are fully compatible with the 32 bit version of the OS, WebEOC greatly benefits from the increased performance and resources available from a 64 bit system. The Enterprise Edition of the operating system is not required unless the customer opts for a clustered SQL Server environment.

2.2   Internet Information Server (IIS)

WebEOC requires Microsoft IIS 6.0 or higher.

2.3   Database (DB) Software

2.3.1   WebEOC *Professional* / ESiWebFUSION

WebEOC *Professional* and ESiWebFUSION require Microsoft SQL Server (2005 or 2008) Standard Edition – 32 or 64 bit (licensed per CAL or CPU) is strongly recommended.

2.3.2   WebEOC *Town Square*

WebEOC *Town Square* requires Microsoft SQL Server 2005 or 2008. Microsoft SQL Express Edition 2005 or 2008 may be used as the WebEOC database. It should be noted Microsoft SQL Server Express supports one processor, 1GB of RAM and database size is limited to 10 GB. Microsoft SQL Server (2005 or 2008) Standard Edition – 32 or 64 bit (licensed per CAL or CPU) may also be used.

2.4   Replication Software
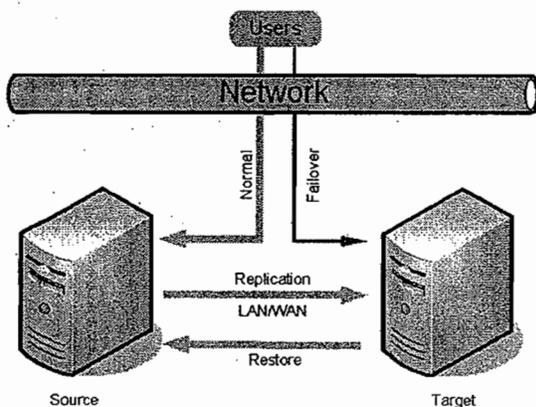
Due to the dynamic structure of the WebEOC database and the dynamic capabilities within WebEOC, a higher level of mirroring to copy the data and structure in real time is needed. Native Microsoft SQL Server 2008 tools can be used to configure this replication, however, configuring and maintaining these tasks can be difficult[6].

ESi-provided Disaster Recovery solutions involve Double-Take® Availability software by Vision® Solutions. Double-Take Availability:

- Provides continuous data replication over any distance

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[6] Customers electing Microsoft SQL Server 2008 or other third party replication/mirroring tools must obtain installation and maintenance support from the appropriate vendor.

- Replicates to a disaster recovery site over standard IP networks (LAN, WAN or VPN)
- Replicates physical or virtual servers
- Replicates only the bytes that change
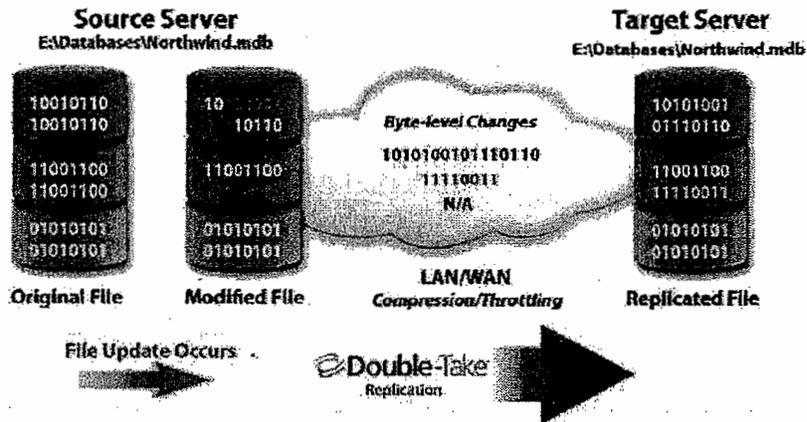
The Double-Take Availability software *Edition* required (*Standard* or *Advanced*) is determined by the Microsoft Windows Server 2003[7]/2003R2/2008/2008R2 *Operating System* installed on the servers hosting the Microsoft SQL Server *database* dedicated to *WebEOC*. If the database server Windows Operating System (OS) is the Standard Edition, Double-Take Availability Standard is required. Any database server in the replication set with the Enterprise Edition of the OS requires Double-Take Availability Advanced Edition. Clustered SQL environments require Double-Take Advanced Server on each SQL node.

Double-Take is installed on each WebEOC *database* server in the replication set (primary [i.e., source] server and each redundant [i.e. target] server). There is no limit to the number of redundant servers that may be employed. (NOTE: Each redundant server also requires its own WebEOC Redundant Server license.)

By replicating only the bytes that change, Double-Take uses the absolute minimum bandwidth required to replicate data. In the event of a failure of the source machine, Double-Take can initiate a failover to the target data set. Depending on network architecture, following a failover, WebEOC users would either log back into the system, or access WebEOC through an alternate URL.

2.5 Backup Software

Redundant, mirrored servers that constantly replicate data provide a disaster recovery capability and minimize the amount of time necessary to recover from an outage. A secondary or 'target' server can be activated in seconds or minutes (depending on failover strategy), providing users access to all information entered into WebEOC up to the time of failure/outage.

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[7] Each Windows 2003 operating system requires Service Pack 1 or later.

Customers should not rely on Double-Take (or any other replication software) as their sole Disaster Recovery solution. Should data become corrupt on a primary (source) server; the corruption would be replicated to the secondary (target) server. ESi recommends a combination of tape backup and Double-Take to maintain a disaster recovery capability.

All WebEOC data is stored in the SQL database. Backups and restores of the database can be performed either through standard SQL tools and maintenance plans or through the use of third party backup applications capable of handling an open/active SQL database. ESi suggests the use of SQL maintenance plans to back up the entire WebEOC database to disk daily while backing up the transaction logs hourly. These files can then be transferred to tape using standard backup software. This method ensures that, in the event of an emergency, the WebEOC database can be quickly and easily restored though SQL Enterprise Manager.

3.0   WebEOC *Mapper Professional*

WebEOC *Mapper Professional* is installed on the Cook County's ESi-hosted, WebEOC web server. Unless Customer opts to only use maps provided by ESRI ArcGIS Online, a separate server that hosts map services with ESRI® ArcGIS® Server software installed must also exist or be provided. Customers electing to use ESRI's ArcGIS Online data must have an ESRI ArcGIS Server 10.0 License.

Requirements specified below apply to the WebEOC application (web) server.

- ESi WebEOC *Professional*, *ST*, or *Air* Version 7.3 or higher.
- ESi WebEOC *Resource Manager* 2.0 or higher (if enabling GIS functionality in *Resource Manager*)
- ESRI ArcGIS Server Standard (Workgroup or Enterprise) version 10.0 or ArcGIS Server Advanced (Workgroup or Enterprise) version 10.0 must be installed on a separate GIS server (the GIS server can be existing hardware). Unless delivered as part of an ESi-provided, bundled solution, customer must provide appropriate ArcGIS Server software.
- For non-ArcGIS Online customers, map and geocoding services must be configured on the customer's dedicated ArcGIS server. The customer map services on the ArcGIS server must:
  - Have a tile cache.
  - Have REST interface support enabled
  - If local maps will be used with ESRI online map data, ensure the projection of all map documents is in WGS 1984 (EPSG-4326) when using the map services that end in _2D. If using other map services, the local map documents need to be in Web Mercator (EPSG-102100) and Mapper will need to be configured to use this projection.

Note: While *Mapper Professional* supports map services in most projections, all map services displayed to a user that use cached tiles must be in the same projection. For example, a map service can use the Web Mercator (EPSG: 102100) projection. But in that case, all map services that use cached tiles must use that projection. Map services that use dynamic tiles and WMS map services can use different projections. Two different projections cannot be used at the same time in WebEOC *Mapper Professional*

for map services with cached tiles

ArcGIS Desktop is necessary for publishing local map services to ArcGIS Server for consumption by Mapper.

- The Routing tool in the user interface accesses ESRI's ArcGIS Online routing task service and requires an Internet connection to fully utilize the feature.
- A desktop editor (ArcEditor or ArcInfo) will be required to create additional map layers that can be added to the Mapper installation.

4.0 Hardware

4.1 WebEOC *Professional* / ESiWebFUSION

WebEOC does not require proprietary hardware. Typical WebEOC web and database server requirements are specified below.

	Web Server	Database Server
Processors	*Two* - Quad Core Intel Xeon 2.6GHz/2x6MB Cache, 1333MHzFront Side Bus	*Two* - Quad Core Intel Xeon 3.33GHz/2x6MB Cache, 1333MHzFront Side Bus
Memory	4 GB	4 GB
Hard Drive	*Two* (2) 146GB, SAS, 15K	Six (6) 146GB, SAS, 15K
Hard Drive Config	RAID1	RAID1/RAID5
NIC	GB NIC	GB NIC
CD-ROM	DVD ROM	DVD ROM
Power Supply	Redundant PS	Redundant PS

4.2 WebEOC *Town Square*

Minimum and Recommended WebEOC *Town Square* server requirements are specified below.

Minimum	Web Server	Database Server
Processor	*Single* - Dual Core 2.0GHz	*Single* - Dual Core 2.0GHz
Memory	2 GB	2 GB
Hard Drive	One (1) 146GB, SAS, 10K	One (1) 146GB, SAS, 10K
Hard Drive Config	Single Drive	Single Drive
NIC	10/100 NIC	10/100 NIC
CD-ROM	DVD/RW ROM	DVD/RW ROM

Recommended	Web Server	Database Server
Processor	*Single* - Quad Core **2.2GHz**	*Single* - Quad Core **2.2GHz**
Memory	2 GB	2 GB
Hard Drive	**Two** (2) 300GB, SAS, 10K	**Two** (2) 300GB, SAS, 10K
Hard Drive Config	**RAID1**	**RAID1**
NIC	GB NIC	GB NIC
CD-ROM	DVD/RW ROM	DVD/RW ROM

Note: WebEOC *Mapper Professional* requires the server hosting ESRI ArcGIS Server software have a Microsoft Windows Server 2003 or 2008 Operating System.

4.3 GIS

Go to http://wikis.esri.com/wiki/display/ag93bsr/ArcGIS+10.0+System+Requirements for ArcGIS Server requirements.

APPENDIX D – WebEOC® SYSTEM ARCHITECTURE

1.0 Technology Overview

ESi solutions are built to industry standards. WebEOC employs the Microsoft .NET Framework 3.5 SP1 and are SOA-aware for published service activity (i.e., Web Services). All make extensive use of XML technology - in particular, the XML parser developed by Microsoft. Much of the business logic is written in Microsoft C#/.Net 3.5/ASP.Net 3.5[8]. WebEOC also makes use of stored procedures within Microsoft SQL Server to improve performance and scalability.

1.1 WebEOC *Professional* / WebEOC *Town Square*

As a web-enabled database application, WebEOC utilizes web pages for data entry and retrieval to a Microsoft SQL database. Users access the application utilizing Internet Explorer 7, 8, or 9; Google Chrome™ version 11; Mozilla Firefox® version 4; Apple® Safari® version 5. The web component of the application is ASP.NET and HTML delivered over TCP/IP port 80 (443 if SSL is implemented). The communication between the WebEOC web server and the database is over TCP/IP port 1433 via .NET database components. Access to the database is controlled by setting an identity for WebEOC which is assigned DBO access to the database. Both the web server (IIS) and database server (SQL Server) can reside on a single machine, or on separate machines (strongly recommended).

1.2 WebEOC *Mapper Professional*

As a plug-in to WebEOC, WebEOC *Mapper Professional* installs the ESRI FLEX API on the WebEOC web server and utilizes web pages for data entry and retrieval to the WebEOC Microsoft SQL database. WebEOC *Mapper Professional* retrieves GIS map data from a separate GIS server running ESRI ArcGIS Server version 10.0. Supported client web browsers include Internet Explorer 7, 8, or 9; Google Chrome™ version 11; Mozilla Firefox® version 4; Apple® Safari® version 5. In addition, the Adobe Flash Player browser plug-in version 10.2 (or greater) is required for client web browsers. The web component of the application is a combination of ASP.NET, HTML, and Adobe Flex delivered over TCP/IP port 80 (443 if SSL is implemented). The communication between the WebEOC client users and the GIS server is over TCP/IP port 80 or 443 using industry standard ESRI ArcGIS Server 10.0 REST web services. The ESRI ArcGIS Server software cannot reside on the WebEOC servers.

1.3 ESiWebFUSION

ESi solutions are built to industry standards. ESiWebFUSION employs the Microsoft .NET Framework 3.5 SP1 and are SOA-aware for published service activity (i.e., Web Services). All make extensive use of XML technology - in particular, the XML parser developed by Microsoft. Much of the business logic is

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[8] In this context, ASP stands for Active Server Pages. ASP.NET is a program that runs inside Internet Information Services (IIS). IIS is Microsoft's Internet Server, a free component with Microsoft's Windows Server operating system software.

written in Microsoft C#/.Net 3.5/ASP.Net 3.5. ESiWebFUSION also make use of stored procedures within Microsoft SQL Server to improve performance and scalability.

2.0 Network

2.1 General

WebEOC/ESiWebFUSION can be installed on customer equipment residing on a LAN/WAN (Local/Wide Area Network) or it can be a hosted (ASP) solution in which ESi provides the hardware, software and infrastructure needed to run the application. Once installed, any method capable of transmitting TCP/IP traffic via HTTP/HTTPS can provide service to clients. This includes, but is not limited to land-line wired connections, Wi-Fi networks, Satellite-based networks and packet radio.

2.2 SSL

For security purposes, ESi recommends locating the IIS servers in the DMZ and implementing SSL.

2.3 Load Balancing

WebEOC products are scalable in that additional load balanced web servers can be added to the configuration as the need is identified. When load balancing is employed, the load balancer must be configured to allow a client connection to retain its affinity for a single server.

APPENDIX E – TRAINING

1.0 WebEOC *Professional* Administrator

WebEOC End-User Train-the-Trainer, Administrator and Board Building Training covers the administration of a WebEOC system. In addition to the items in the End-User training course, the WebEOC Administrator and Board Building Course addresses the following:

- Adding Positions, Users and Groups.
- Creating External Links (URLs).
- Creating Menus.
- Creating Incidents and Masterviews.
- Creating Reports.
- Creating Admin Profiles.
- Archiving Incidents and creating simulations.
- Utilizing the Audit Log.
- Setting up Dual Commit to share information with other WebEOC users.
- Interfacing with an ESiWebFUSION server to communicate with other WebEOC servers, or third-party systems, by acting as the central communications hub to route messages to intended recipients.
- General WebEOC settings.
- Managing Sessions.
- Utilizing Board Builder to design, implement, and maintain an unlimited number of electronic displays (status boards).
- Other Plug-Ins.

ESi will train administrators on how to configure status boards using the WebEOC Board Manager. Boards can also be built using an HTML editor. Any HTML training is the customer's responsibility. ESi provides an Administrator and Board Building Student manual with every install.

2.0 WebEOC *Professional* User Training

The WebEOC End-User Training course teaches the basics of operating WebEOC:

- Logging in to WebEOC.
- Understanding the Control Panel.
- Understanding Forms, Links & Plug-ins.
- Accessing, displaying and printing a Report.
- Understanding Chat, Contacts, and Checklists.
- How to communicate among WebEOC users using the WebEOC internal messaging plug-in.
- Using the File Library to store and share files with other WebEOC users.
- How to view weather alerts and forecasts from the National Weather Service's interactive Weather Information Network.
- How maps or images can be displayed and annotated with markers, shapes and labels.

- Discuss how information flows in the customer's specific WebEOC installation:
  - Significant Events
  - Mission/Task
  - Situation Reports
- WebEOC plug-ins.

3.0   WebEOC Specialized Training

Training outlined below is provided with purchase of the specified plug-in.

3.1   WebEOC *Resource Manager*

WebEOC *Resource Manager* training will demonstrate how to effectively manage NIMS-Tier 1 assets/resources and traditional day-to-day resources (Tier II).   This class will teach standard resource management techniques for coordinating resources throughout the Resource Management Lifecycle. Customers learn how use WebEOC *Resource Manager* to track all available resources in "real-time", manage resources during an incident through resource requests and deployments, establish request hierarchy(ies) based on existing workflow processes, add resources "on the fly" then add the resource to the permanent inventory post-incident, catalog donated goods, prepare reports and audit logs of resource activities related to an incident and identify the population within an affected area when using WebEOC *Mapper Professional* in a collaborative environment.

3.2   WebEOC *Mapper Professional*

WebEOC *Mapper Professional* training will be provided to agency WebEOC Administrator(s). Administrator training will provide instructions on how to setup and manage WebEOC *Mapper Professional.* This training will include:

- Entering Data to a Mapper-Configured Status Board.
- Accessing WebEOC *Mapper Professional* from WebEOC and Status Boards.
- Navigating Mapper.
- Using the Mapper tools.
- Adding Mapper capability to a Status Board.
- Converting Existing Fields to Mapper Fields.
- Configuring Map Layers.
- Assigning Map Symbology.

4.0   WebEOC *Town Square*

The WebEOC *Town Square* training Syllabus can be found at www.WebEOCTownSquare.com.

4.1   Network and Hardware Requirements for the Virtual Classroom

- A computer to run Adobe Connect Pro (the virtual classroom) connected to the Internet
- A USB camera with a view of the student(s)
  - Microphone and speakers
- At least a DSL connection to the Internet. A wired connection is preferred.
- A separate computer for each student connected to the Internet

. • If there is going to be more than one student in the class at a site then each student will also need their own computer and a projector must be connected to the computer running Adobe Connect Pro

If Cook County has questions regarding hardware requirements, please contact ESi University at (678) 680-4970.

5.0   ESiWebFUSION Administrator

Training will provide an overview of subscription boards features and a train-the-trainer session focused on end-users. Administrator training will also include:

- Setup and management of the ESiWebFUSION server.
    - o Installation and setup of ESiWebFUSION.
    - o Setup of the ESiWebFUSION subscription board adapter.
    - o Installation and setup of redundant servers.
- Adding WebEOC subscribers to ESiWebFUSION.
    - o Creating WebEOC server credentials.
- Configuration of WebEOC for ESiWebFUSION.
    - o Creating the WebEOC User Pull Service.
    - o Configuring the Pull Service Subscription Board Adapter.
    - o Adding a connection to ESiWebFUSION.

6.0   ESiWebFUSION for WebEOC Administrator

WebEOC Administrators representing agencies that will connect to the ESiWebFUSION server will undergo training on the following topics:

- Configuration of WebEOC for ESiWebFUSION.
    - o Creating the WebEOC User Pull Service.
    - o Configuring the Pull Service Subscription Board Adapter.
    - o Adding a connection to ESiWebFUSION.
- Design and implementation of regional boards and processes for ESiWebFUSION.
    - o Subscription board design considerations.
    - o Publishing subscription boards.
    - o Un-publishing/Republishing subscription boards.
    - o Subscribing/Unsubscribing to subscription boards.
- Regional Incidents
    - o Creating and publishing regional incidents.
    - o Subscribing to regional incidents.
    - o Archiving / deleting regional incidents.
- Loss of Connectivity to the ESiWebFUSION Server

APPENDIX F – IMPLEMENTATION AND TRAINING PREREQUISITES

1.0   Overview

To make the Implementation, Training and Discovery process as productive as possible, Customers must familiarize themselves with this guide. Homework tasks identified herein must be completed before delivery of ESi onsite services. If possible, information gathered should be provided to ESi (e.g. email, fax, etc.) before ESi personnel arrive onsite. Also, by completing these pre-training tasks, it will help you organize existing processes and documentation and give you additional insight into the structure and goals of this project phase.

Upon completion of Administrator Training, the instructor will lead a Discovery process where together you will evaluate current or planned business practices which will guide the process of tailoring WebEOC to best meet local requirements. ESi best practices will also be presented for review and consideration.

2.0   Discovery

2.1   WebEOC *Professional*

In preparation for Discovery, Customer must provide:

- A detailed organization chart depicting the agency's command structure
- An EOC diagram with all positions displayed.
- Sample copies of daily / position logs
- Copy of SITREP
- List of Positions that will require WebEOC access
- List of Users who will require WebEOC access
- List of commonly accessed links/URLs
- Email address for the WebEOC Administrator Account if sending Email using WebEOC (requires SMTP)

Customers should be prepared to discuss and provide supporting documentation for the following areas of operations:

- Use of ICS and ESF structures
- Plans for multi-jurisdictional use of WebEOC or ESiWebFUSION

A diagram or description of how common emergency management processes are carried out should be provided along with copies of "paper" or whiteboards used for operations. Emergency management practices that will be discussed include:

- Event Reporting
- Requests for Assistance

- Mission/Tasking
- Situation Reporting
- News/Press Release
- Specialized/Categorical Reporting (IAP, Shelters, Roads/Bridges, Resources, etc.)

2.2 WebEOC *Resource Manager* (Option)

If implementing *Resource Manager*, Customer must provide:

- List of resources to be imported in the system using csv. format (proper format can be downloaded by Customer prior to the implementation)
- Provide a list of WebEOC groups for routing resources (e.g., state, county, city, agency, etc.)
- List of custom field(s) you would like to add for tracking additional information about a resource (e.g., serial number, expiration date, ID#, etc.)
- List of counties, cities and/or tribes
- List of resource rate units (e.g., day, week, month, year, etc.)

Customer should be prepared to discuss resource management lists protocols such as:

- Request importance (e.g., high, medium, low)
- Request status (e.g., requested, in-progress, deployed, complete, out-of-service)
- Pre-defined resources kits that may be issued to personnel during deployment

3.0 Users, Positions and Groups

3.1 General

As part of the Discovery Process, the customer will apply the lessons learned during Administrator Training and begin the process of (1) entering *Users*, (2) assigning *Users* to *Positions*, (3) assigning *Positions* to *Groups* and (4) assigning preliminary permissions (privileges) to *Groups*. Each user account must be assigned to a position and each position must be assigned to a group. Without a position, a user cannot log in to WebEOC. Without a group, a user does not have permission to any incidents, and without being assigned to an incident, a user does not have permission to any boards, plug-ins, etc., in WebEOC.

Users and Positions	In most emergency response organizations, *Users* are traditionally assigned to a specific position (e.g. EOC Director, Operations Chief, Incident Commander, etc.). Furthermore, to account for extended shift operations, each *Position* typically has more than one *User*. And because response personnel are often trained to fill more than one *Position*, WebEOC *Users* can be assigned to more than one *Position*.
Positions and Groups	Within WebEOC, *Users* have access only to the boards, forms, plug-ins and links that are granted to them by the WebEOC Administrator. With respect to Status Boards, WebEOC Administrators further restrict privileges (e.g. read only,

read/write, etc.) based on the decision of a local approving authority. So as not to have to assign individual permissions to potentially thousands of *Users* or hundreds of *Positions*, Positions are assigned to Groups. Likewise, permissions are also assigned to *Groups*.

Group profiles provide WebEOC Administrators a quick and easy method of assigning access privileges. Group permissions are normally based on duties performed, positions assumed, and information required during the course of an incident.

3.2   User Account Planning

Before creating a user account, you should determine the User's information and permission requirements. Answer the following questions before creating a User account.

- What will be an appropriate user name and password for the user account?
- What position or positions will the user be assigned to? Does the position already exist?
- Will the user be a WebEOC administrator?
- Will the user need to be able to send e-mails?
- Will multiple users be assigned to the account?
- Color codes for Positions/Sections?

3.3   Establishing Groups

Group privileges determine what is available via the Control Panel to the person (Position) logging in to WebEOC. Even single-user positions must be assigned to a group.

In addition to defining the contents of the Control Panel, a group profile provides administrators an additional method to set up, apply, and manage user permissions (read only, read/write, or read/write/delete) that are applied to the positions assigned to the group. When a position is assigned to two or more groups with differing permissions, the users assigned to that position will inherit the combined least restrictive privileges of the groups.

Organizational groups allow system administrators to establish a local process for creating, reviewing, assigning, and tracking mission and task requests in WebEOC. Members of these internal organizational groups can be assigned process permissions which give them tasking and/or requesting capabilities. Since administrators can place limits on who the user can task and what they can view, utilizing organizational groups can eliminate structural miscommunication and duplication of tasks.

Permissions for a user are also determined by the administrator profiles to which they belong. Users assigned to multiple groups and administrator profiles will have the least restrictive permissions from each. If a user needs some administrative privileges, but not all administrative privileges, specific administrative permissions can be configured for the user through the *Admin Profiles Manager*.

Before creating a new group, determine the group's information and permission requirements. Answer the following questions before creating a new group.

- Is there an existing group or set of groups with the proper permissions that would meet the needs of the users? Does a new group need to be created?
- Which positions will be assigned to the group?
- Which incidents will the group need to be granted access to?
- Are process permissions to be assigned to the group?
- Which boards, links, menus, and plug-ins will the group need access? (These items will appear on the users' Control Panel.)
- For each component the group is granted access, what privileges will they require (read only, read/write, or read/write/delete)?

4.0   Status Boards

WebEOC includes a typical set of Status Boards. A status board is a display used to transmit and share crisis information in real time. Although pre-built status boards are included in WebEOC, the *Boards Manager* allows customers to create status boards, modify status boards, or delete boards that are no longer needed.

Typical status boards include: Evacuation, Mission/Task, Press Release, Shelters, Significant Events, SITREP, Position Log, and an ICS Form Suite. WebEOC also includes an IAP process and FEMA Forms outlined in the Applicant Handbook, FEMA 323.

As part of WebEOC Administrator training, customers are instructed how to build Status Boards/Forms using the WebEOC Board Builder tool. In preparation for Discovery, customers interested in implementing new Status Boards must be prepared to answer the following questions.

- What's the purpose of the board?
- What is the Status Board Name?
- What type of board (standard, tasking, resource tracking, etc.) is being created?
- What information will be recorded on the board?
- What fields will be needed to capture data? What should fields be named and labeled? What types of fields will be needed (i.e., system field or custom field, text, drop-down list etc.)? Must any of the fields be completed before the data can be saved (mandatory fields)? If so, which ones?

    Note: Labels may be unnecessary where the field is obvious such as date, time, source, etc. Labels take up space on the display that could be used more efficiently for data display.

- If a list is necessary, does it currently exist? If not, the list must be built.
- Is a header row or a footer row required?
- Is the board "add only," or will users be allowed to update?
- Will the board be Dual Commit enabled? If so, will entries be dual-committed automatically or manually?

- What options will be applicable to this board?
- Will user input and/or viewing privileges be restricted?
- Will filters be helpful with viewing restrictions?
- Will information posted to this board be data-linked to other boards? If so, which fields will be linked and to which boards and fields will this data be linked?

5.0   Security Options

Ultimately, WebEOC Administrators must perform basic setup for all *Users.* In preparation, WebEOC Administrators must:

- Determine whether to allow users to edit their own accounts
- Decide whether to enforce Strong Passwords
- Determine password aging requirements
- Establish minimum password length
- Determine whether to enforce password history
- Establish an account lockout threshold and duration
- Establish the inactivity lockout threshold
- Determine maximum file storage size

APPENDIX G – APPLICATION SERVICE PROVIDER (ASP) HOSTING

1.0   General

In electing a hosted solution, Cook County HS&EM will receive a copy of the WebEOC and ESiWebFUSION media for installation locally. If desired, these single instances can be used for local testing, training or both (consistent with the WebEOC End User License Agreement).

2.0   Hosting Architecture

ESi contracts hosting services with Rackspace Managed Hosting (Rackspace).   The ESi hosted solution involves two Rackspace datacenters (Dallas, TX [DFW] and Herndon, VA [IAD]).
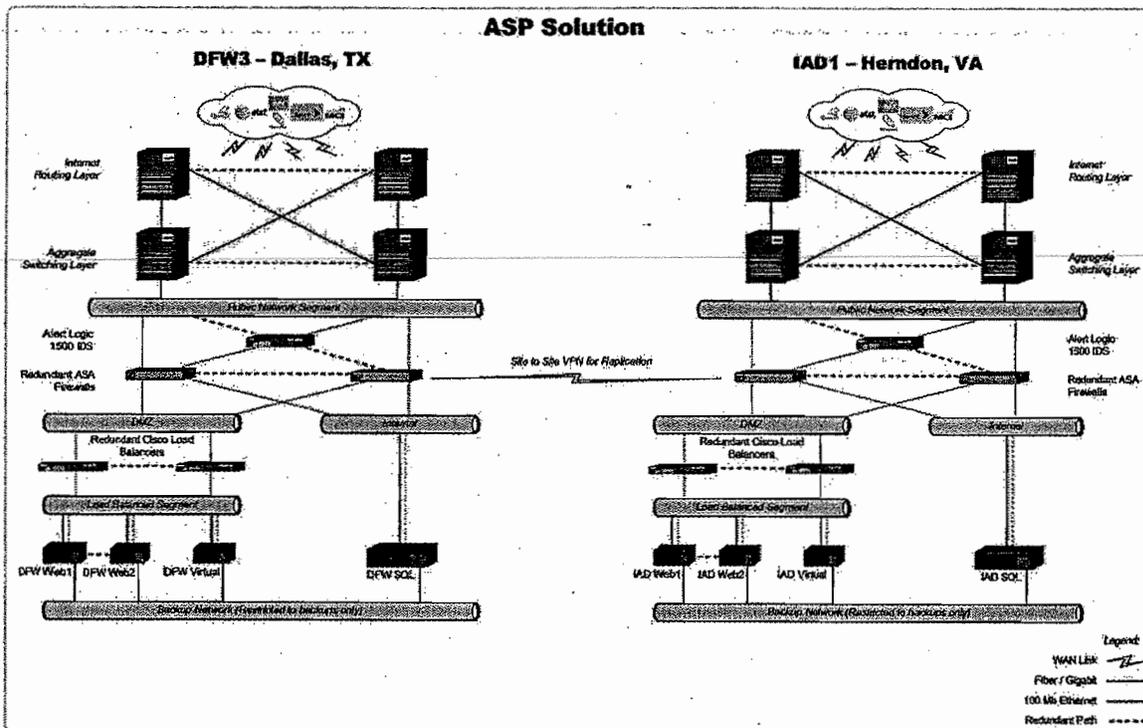
These geographically separate facilities feature a wide range of structural, network and security safeguards to provide customers with state-of-the art disaster avoidance and resilience. Both centers have built-in redundancy, providing fault tolerant environments for hosted customers. ESi includes an extra layer of protection by implementing a managed Intrusion Detection System (IDS) which continually scans incoming traffic for signatures of possible cyber threats.

Both sites utilize enterprise class redundant hardware and network architecture and are configured to replicate data, in real time, on the byte level, between facilities. An instance of WebEOC is installed across multiple load balanced 64 bit web servers while a 64 bit version of SQL 2008 provides database

services. An ESX virtual server is also on hand that can be quickly activated to bring additional systems on line to meet customer needs.

2.0   Service Level Agreement

2.1   WebEOC SLA

ESi provides hosted WebEOC customers 99.9% application uptime. See WebEOC Hosting Agreement (Appendix H) for additional details.

2.2   ESiWebFUSION SLA

ESi does not offer an application uptime guarantee for hosted ESiWebFUSION customers. The ESiWebFUSION Managed Hosting Master Services Agreement can be found in Appendix I.

APPENDIX H –WebEOC® MANAGED HOSTING MASTER SERVICES AGREEMENT

(See Attached)

WebEOC Managed Hosting
Master Services Agreement

This Master Services Agreement, effective this ____ day of _____ 20____, is made by and between ESi Acquisition, Inc., (hereinafter referred to as "ESi"), a Delaware corporation, having its principal place of business at 823 Broad Street, Augusta, Georgia, 30901 and _____ (hereinafter referred to as "Customer") which has its principal place of business at _____.

WHEREAS: ESi is an Application Service Provider that makes available managed hosting services, for a fee, to entities holding a valid license to WebEOC and other ESi-licensed software;

WHEREAS: The Customer holds a valid license to WebEOC; and

WHEREAS: The Customer seeks to engage ESi as its Application Service Provider for WebEOC.

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1.   Definitions

(a)   "Agreement" means this Agreement and its Exhibits, the WebEOC End User License Agreement (EULA), license agreements for all other software used in performance of the Agreement, any purchase order issued under this Agreement, and any other signed writings between the parties concerning this Agreement.

(b)   "Application Service Provider" means an entity that maintains a shared hardware environment for the purpose of hosting and maintaining software and data on behalf of customers.

(c)   "ASP Environment" means the facility and Hosted Systems used by the Application Service Provider to deliver the Hosting Services.

(d)   "Availability" means Application Service Provider site availability, or the capability for the Customer and/or any of its authorized users to access the Hosted System and/or deliver ".html" formatted pages successfully through an internet connection exclusive of processes, hardware and software beyond the control of ESi.

(e)   "Effective Date" means the date stated at the top of this Agreement.

(f)   "Hosting Services" means the installation and management of specified software applications by an Application Service Provider in a shared environment on behalf of a customer and exclusively for the benefit of permitted users of the Software.

(g) "Hosted System" means the combination of hardware, software and networking components used by the Application Service Provider to deliver the Hosting Services.

(h) "Service Commencement Date" means the date on which Customer is notified in writing, via electronic mail or facsimile, by ESi that the Hosted System is installed and Hosting Services are operable and accessible to Customer.

(i) "Software," means all of the WebEOC® and ESi-branded software licensed to Customer by ESi.

(j) "Software Support Plan" means a packaged plan of application support services and software updates including, but not limited to, technical corrections, patches, bug fixes, and level and other software releases which are specific to the Software.

2. Scope of Services

ESi, acting as an Application Service Provider (ASP), shall provide Hosting Services for Customer in a shared ASP Environment according to the provisions set forth in Exhibit A ("Terms of Service") to this Agreement.

3. Term

The initial term of this Agreement shall be one (1) year from the Service Commencement Date. Customer may renew for successive (1) year terms according to the term set forth in Section 4(b) of this Agreement.

4. Fees and Payment

(a) Customer shall pay ESi the ASP Setup, Hosting and Software Support fees stated in Exhibit B, "Quote for Services" Such fees shall be due and payable by Customer within thirty (30) days of receipt of a valid invoice from ESi.

(b) At least ninety (90) days prior to the anniversary of the Service Commencement Date, ESi shall notify Customer of the opportunity to renew this Agreement for an additional term of one (1) year and provide a price quotation for the additional term. Such price quotation shall reflect the published list price for Hosting Services and Software Support in effect at that time . At least thirty (30) days prior to the anniversary of the Service Commencement Date, ESi shall invoice Customer for an additional term of one (1) year at the stated price. Such stated price shall include the cost of hosting, application software support and technical support. Customer shall pay to ESi the invoiced amount within thirty (30) days of receipt of a valid invoice. Remittance of a purchase order, payment or other binding obligation to pay by Customer to ESi shall constitute acceptance by Customer of ESi offer of renewal.

(c) ESi reserves the right to charge interest equal to one and one-half percent (1.5%) on all amounts past due with interest accruing as of the day after the due date, or the maximum rate allowable by law, whichever is less.

5.   Termination

(a)   Termination, Non-Renewal. This Agreement shall terminate one year from the effective date unless renewed by Customer.

(b)   Termination, Material Breach. Prior to expiration, either party may terminate this Agreement immediately, upon written notice to the other, if the other party materially violates any provision of this Agreement and fails to remedy such violation within ten (10) days after written notice thereof. Material breach of this Agreement shall include, but not be limited to:

(i)   Violation of any proprietary rights of ESi or its third party licensors, agents or business partners, including but not limited to confidentiality, trademarks, copyrights, patents or patent rights, or any other ESi proprietary rights or interests in the Software, licenses or sublicenses whether or not expressly stated in this Agreement;

(ii)   Failure to pay the fees outlined in this Agreement as set forth in Section 4(a) of this Agreement; and

(iii)   Violation of the ESi Acceptable Use Policy available at: http://www.esi911.com/esi/index.php?option=com_content&view=article&id=36&Itemid=128

(c)   Termination Without Cause. Either party may terminate this Agreement without cause on sixty (60) days written notice.

(d)   Upon termination of this Agreement for any reason:

(i)   Customer access to ASP services shall be suspended;

(ii)   Customer shall immediately surrender to ESi any Internet protocol numbers, addresses or ESi-owned domain names assigned to Customer in connection with the Hosting Services delivered hereunder;

(iii)   ESi shall copy Customer data to a portable storage medium and ship to Customer via courier or other traceable delivery service within ten (10) days of termination date unless other arrangements are requested by Customer within five (5) days of the termination date;

(iv)   Any and all Customer data shall be overwritten, erased, encrypted or otherwise rendered unrecognizable upon confirmation from Customer that Customer data has been received in machine-readable format; and

(v)   Any terminated Customer requesting restoration of Hosting Services shall pay a $2,000 reinstatement fee and all applicable fees for requested services, and shall be liable to pay any outstanding, undisputed amounts due ESi prior to such restoration of services.

(e)   Upon termination pursuant to paragraphs (a) and (c) of this Section 5, Customer shall be

entitled to a rebate for Hosting Services purchased and not performed. The unit of measure for calculating any rebate shall be weeks and shall be calculated using the following formula: (contract price/52 weeks) x number of weeks of service Customer would have received if the Agreement had been fully performed. In the event that ESi terminates the agreement for any of the reasons stated in Section 5 (d) above, ESi shall retain the balance as liquidated damages.

6.   Independent Contractor

ESi is an independent contractor. ESi and its employees, agents and subcontractors shall act solely as independent contractors in the performance of services delivered hereunder, and nothing stated or implied herein shall be construed to create a partnership, joint venture, employment or agency relationship of any kind between ESi and Customer.

7.   Confidentiality

(a)   Confidential Information means all information concerning ESi or any business partner of ESi to which Customer is provided access by virtue of this Agreement or its activities hereunder, including without limitation, technical data, product design and development information, source code and source code documentation, business operations and plans, sales information, information about quantity and kind of software licenses sold, prices and methods of pricing, marketing techniques and plans, trade secrets, unannounced products, product and process information and any other information which, if disclosed to others, might be competitively detrimental to ESi.

(b)   Confidential Information also shall mean all information concerning Customer to which ESi is provided access to by virtue of this Agreement or its activities hereunder, including, without limitation, data, documentation, business operations and plans, operating procedures, or any other information which, if disclosed to others, might be detrimental to Customer.

(c)   Confidential Information shall not include any information which has been publicly disseminated in writing by ESi or Customer which either party can show it knew prior to the disclosure or which was rightfully received from a third party without restriction.

(d)   During the term hereof and at all times thereafter, both parties shall maintain the Confidential Information of the other party in strictest confidence, shall not disclose it to any third party, except as required by applicable law and/or regulation and/or by order of a court of competent jurisdiction, and shall use it only as necessary to perform hereunder. ESi shall cause each of its officers, directors and employees to restrict disclosure and use of such Confidential Information in like fashion, and shall be responsible for any wrongful disclosure and use by any of them; and Customer shall cause each of its officers, directors and employees to restrict disclosure and use of such Confidential Information in like fashion, and shall be responsible for any wrongful disclosure and use by any of them. ESi and Customer agree that any person to whom Confidential Information is disclosed shall be bound by confidentiality obligations that are at least as protective as those contained herein.

8.   Representations and Warranties

(a)   ESi represents and warrants to the Customer that it has the power and authority to enter into this Agreement and to perform the obligations stated herein.

(b)   Customer represents and warrants to ESi that it has the power and authority to enter into this Agreement and to perform the obligations stated herein.

(c)   Customer represents and warrants that Customer and its officers, directors, attorney, agents, employees and other authorized users shall access and utilize services provided under this Agreement in a lawful manner and not in violation of any applicable law, regulation, treaty, convention or order including, but not limited to intellectual property laws and United States export controls.

(d)   Customer represents and warrants that Customer and its officers, directors, attorney, agents, employees and other authorized users shall not sell, lease, share or otherwise permit access by a third party to services covered under this Agreement. Customer further represents and warrants that Customer and its officers, directors, attorney, agents, employees and Permitted Users shall not permit access, under any circumstances, to the Software, related materials or services provided under this Agreement by any person, entity or nation in violation of any United States export laws, regulations or controls.

9.   Notices

Except as otherwise specifically set forth herein, all notices shall be in writing, shall be delivered by overnight express courier requiring signature of the addressee to complete delivery, and shall be sent to the parties at the addresses set forth below, or to any other addresses designated in writing hereafter. Notice shall be deemed delivered two days after it is given to the courier by the notifying party.

For Customer:

_____

_____

_____

_____

_____

_____

_____

For ESi:
Eric Kinzel
Vice-President, Information Technology
823 Broad Street
Augusta, GA 30901
ekinzel@esi911.com
Facsimile: (706) 826-9911

With copy to:
Melissa M. Leigh
General Counsel
mleigh@esi911.com

10.   Indemnification

(a)   Customer agrees to indemnify and hold harmless ESi and its officers, directors, attorney, agents and employees from and against all claims, damages, losses, liabilities and expenses, including reasonable attorneys' fees, arising out of any and all claims by a third party, under any theory of legal liability, related to actual or alleged use by Customer of the services provided under this Agreement, actual or alleged breach by Customer of its obligations to end users or other third parties, or any disputes between persons who claim to have the authority to act on behalf or bind the Customer.

(b)   ESi and Customer agree to indemnify, defend and hold harmless the other party, and each of their respective officers, directors, attorney, agents and employees from and against any and all claims, damages, losses, liabilities and expenses, including reasonable attorneys' fees, arising out of any claim by a third party asserting, under any theory of legal liability, infringement of such third party's patent, copyright, trademark, trade secret, confidentiality or other right, provided that the party seeking indemnification notify the other party, in writing, promptly of the receipt of a written notice of the claim. ESi and Customer agree, in the event of such claim, to provide the party seeking indemnification with reasonable assistance, at the indemnifying party's cost, in the defense or settlement of the claim.

11.   Limitation of Liability

(a)   IN NO EVENT SHALL ESi BE LIABLE FOR ANY CLAIM OR DEMAND BY THE CUSTOMER OR A THIRD PARTY OR FOR ANY LOST PROFITS, OR INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN ANYWAY RELATED TO THIS AGREEMENT, EVEN IF ADVISED OF THE POSSIBILITY THEREOF. NO ACTION, REGARDLESS OF FORM, ARISING OUT OF OR INCIDENTAL TO THE TRANSACTIONS HEREUNDER, MAY BE BROUGHT AGAINST ESi MORE THAN ONE (1) YEAR AFTER THE CAUSE OF ACTION HAS ACCRUED. ESi's total liability under this AGREEMENT shall not exceed the total amounts received by ESi from Customer hereunder.

(b)   ESi shall not be liable to Customer for harm caused by or related to the Customer's use of the services provided under this Agreement or the inability to use such services, unless the harm was caused by the gross negligence or willful misconduct of ESi.

(c)   Customer releases ESi from any liability for loss of data to the extent that such data has been updated, modified or changed by Customer, since the time that ESi was last required to perform a back-up.

12.   Disclaimer of Warranty

(a)   ESi DOES NOT REPRESENT OR WARRANT THAT THE SERVICES PROVIDED WILL BE UNINTERRUPTED, ERROR-FREE OR COMPLETELY SECURE. CUSTOMER ACKNOWLEDGES AND AGREES THAT THERE ARE INHERENT RISKS ASSOCIATED WITH THE TRANSFER OF INFORMATION THROUGH AN INTERNET CONNECTION AND SUCH RISKS INCLUDE LOSS OF DATA OR OTHER INFORMATION, PRIVACY AND PROPERTY.

(b)   ESi MAKES NO WARRANTIES, EXPRESS, IMPLIED OR OTHERWISE, NOT EXPRESSLY STATED IN THIS AGREEMENT, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, EXCEPT THAT ESi WARRANTS THAT IT HAS ALL NECESSARY RIGHTS WITH RESPECT TO ANY THIRD PARTY SOFTWARE OR INTELLECTUAL PROPERTY WHICH MAY BE REQUIRED TO PERFORM THE SERVICES DESCRIBED IN THIS AGREEMENT.

13. General

(a) Ownership. Each party acknowledges and agrees that the other party retains exclusive ownership and rights in its trade secrets, inventions, copyrights, and other intellectual property, and that ESi shall own any intellectual property it develops in the course of performing the services. Customer acknowledges and agrees that Customer shall not acquire any ownership rights or right of physical access to the hardware used by ESi to perform the services under this Agreement.

(b) Entire Agreement. ESi and Customer acknowledge that they have not been induced to enter into this Agreement by any representation or warranty not set forth in this Agreement. This Agreement contains the entire agreement of the parties with respect to its subject matter and supersedes all existing agreements and all oral, written or other communications between them concerning its subject matter. This Agreement shall not be modified in any way except in writing signed by both parties. Facsimile signatures or signatures imprinted in an electronic medium, such as .pdf format, shall be deemed to be original signatures.

(c) Assignment. Customer may not assign this Agreement without prior written consent by ESi. Any assignment in violation of this provision is null and void. ESi may freely assign this Agreement in connection with any sale or transfer by ESi of the Loaned Software, or substantially all of ESi's business. Such assignment shall be fully binding and enforceable as against all permitted assignees and successors in interest.

(d) Enforceability. If any provision of the Agreement, or any portion thereof, shall be held to be invalid, illegal, unenforceable or void as against public policy, the validity, legality or enforceability of the remainder of this Agreement shall not in any way be affected or impaired thereby.

(e) Force Majeure. Any delay or nonperformance of any provisions of this Agreement caused by conditions beyond the reasonable control of the performing party shall not constitute a breach of this agreement, provided that such party has made reasonable efforts to notify the other party in writing and makes reasonable efforts to resume performance once the condition interfering with or preventing performance is removed. With respect to performance by ESi, "conditions beyond the reasonable control" of ESi, thereby constituting events of force majeure, shall include conditions relating to processes, hardware and software beyond the control of ESi such as information transmission delays due to excessive internet traffic and internet outages, and shall also include conditions such as natural disasters, acts of war, acts of God, fire, flood and power failure.

(f) Waiver. The failure of either Customer or ESi to insist upon strict performance of any of the provisions contained herein shall in no way constitute a waiver of future violations of the same or any other provision.

(g) Authority. The individuals executing this Agreement on behalf of the Customer and ESi do each hereby represent and warrant that they are duly authorized by all necessary action to execute this Agreement on behalf of their respective principals.

(h) Choice of Laws and Venue. This Agreement shall be governed by, and interpreted in accordance with, the laws of the State of Georgia, regardless of application of choice of law rules

or principles. Unless otherwise elected by ESi at its option and in writing for a particular instance, the sole jurisdiction and venue for actions related to the subject matter hereof shall be the state or United States District Court having within its jurisdiction the location of ESi's principal place of business in Augusta, Georgia. Both parties consent to the jurisdiction of such courts and agree that process may be served in any manner allowed by the laws of the State of Georgia or of the United States.

(i)   Equal Opportunity and Affirmative Action.   ESi does not discriminate on the basis of race, color, religion, gender, national or ethnic origin, disability, age, marital status or sexual orientation in its employment, hiring or contracting practices. ESi complies with all applicable local, state and federal laws prohibiting discrimination including, but not limited to, Title VII of the Civil Rights Act of 1964, the Age Discrimination in Employment Act of 1967, Title I of the Americans With Disabilities Act of 1990, the Equal Pay Act of 1963, the Vocational Rehabilitation Act of 1973, Executive Order 11246, Vietnam Era Veterans Readjustment Assistance Act of 1974, and the Georgia Equal Employment for Persons with Disabilities Code. Contractor shall comply with the laws, regulations and orders stated above and shall promptly provide to ESi any information needed by ESi to comply with any related reporting requirements.

(j)   Survival. The provisions of Sections 5, 6, 7, 8, 10, 11, 12, and 13 shall survive expiration of this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in duplicate originals by their duly authorized representatives as of the day and year set forth above.

ESi Acquisition, Inc. ("ESi")   _____

By: _____   By: _____

Name: _Curtis R. MacDonald_____   Name: _____

Title: _Chief Operating Officer____   Title: _____

Date: _____   Date: _____

EXHIBIT A
TERMS OF SERVICE

1.   Definitions

All defined terms in this Exhibit A shall have the same meaning set forth in the Agreement, except where otherwise stated in this Exhibit.

2.   Scope of Services

(a)   ESi, acting as an Application Service Provider, shall provide Hosting Services to Customer according to the provisions set forth in the Agreement. ESi shall create an account for Hosting Services on behalf of Customer upon receipt of a signed Agreement and valid purchase order. ESi shall notify Customer promptly upon creation of Hosting Services account and provide Customer with all information required to access such account. ESi, at its sole discretion, may provide and maintain such Hosted System and/or deliver such Hosted Services internally or through a qualified subcontractor.

(b)   ESi shall provide and maintain the facilities, hardware, and networking components necessary to operate a high-availability, shared ASP Environment for the benefit of Customer.

      (i)   Customer environment shall have the capacity to support up to 500 concurrent users of Hosting Services. Any Customer requiring support of greater than 500 concurrent users may purchase additional Hosted System capacity, for a fee, from ESi.

      (ii)   Customer environment shall be limited to a database having 5 Gigabytes of data storage capacity. Any Customer requiring additional database storage capacity may purchase additional data storage capacity, for a fee, from ESi.

(c)   ESi shall perform, at its convenience and after notice to Customer, scheduled updates of Software as new releases become available. Such updates shall be scheduled to enable the simultaneous update of Software licensed to Customer and all other ESi-hosted customers. Scheduled updates shall include correction releases (i.e. patches provided to correct software anomalies), point releases (i.e. modifications to current generation of software including enhancement and improvements), and level releases (i.e. new releases or new generation of software). ESi also shall install updates and security patches for other software, including operating system software, installed on hardware used to deliver Hosting Services.

(d)   ESi shall perform, as needed, emergency security updates to the Hosted System and Software to protect the ASP Environment from newly identified and widespread threats to the internet or internet-based services posed by worms, viruses and Trojans, or to address other vulnerabilities, with little or no notice to Customer. Such updates shall be treated as scheduled outages and the outage period shall not be considered as service downtime in any performance assessment that may be conducted.

(e)   ESi shall provide and maintain a redundant ASP Environment at a location that is geographically separated from primary ASP Environment to ensure continuity of Software access

and operation in the event of any unforeseen outage, disaster or other event that may interrupt service at the primary location. Failover to the redundant ASP Environment is a manual process and service will be activated by ESi immediately upon notification of malfunction, unavailability or failure of primary ASP Environment.

(f) ESi shall notify Customer in writing, via electronic mail or facsimile, of any planned service outages, i.e. for the purpose of performing Software updates or testing, or other inability to perform the services outlined in this Agreement.

(g) ESi shall schedule, perform and maintain a duplicate ("backup") record of Customer's data. ESi shall perform hourly SQL transaction log backup to disk, daily full backup to tape, and weekly full backup of data to a central data library. Data backups are limited to SQL database server files (i.e. those files having a .mdf or .ldf file extension). Data backups shall be retained on-site for one week and off-site for three additional weeks.

(h) ESi shall provide Customer with technical environmental support services. Such support services shall be available 24 hours per day, 7 days per week. Technical support services shall include assistance with problems related to ASP Environment, operating system and related software licensed by ESi on behalf of Customer, data or Hosted System access or similar problems. Technical support may be accessed by Customer by calling the Technical Support Help Desk at (877) 771-0911 or paging the on-call technician at (888) 243-7204. International customers access Customer Support by calling (706) 823-0911 or paging the on-call technician at (706) 240-0016.

(i) ESi shall perform all services offered under the terms of the Software Support Plan purchased by Customer, as documented in both Exhibit B, "Quote for Services" and Exhibit C, Software Support Plans."

(j) Customer may request performance of additional services by ESi. Such services shall be invoiced separately by ESi at the current published rate for labor and actual costs for materials and travel, if applicable.

3.   ESi Obligations

ESi shall perform all services described in Section 2 of this Agreement in a commercially reasonable manner and consistent with the practices used by ESi to maintain and protect its own data and systems.

4.   Customer Obligations

(a) The Customer shall maintain, at Customer's expense, a secure high speed internet connection through which to access its hosted Software.

(b) The Customer shall maintain, at Customer's expense, a Software Support Plan at all times during the term of this Agreement and any subsequent renewal terms. Customer may elect to purchase a Bronze, Silver, Gold or Platinum-level Support Plan.

(c) The Customer shall appoint a designated point of contact and two alternate points of contact for its interactions with ESi. Customer shall provide ESi with the name, job title, physical

address, telephone number, facsimile number and electronic mail address for each of the contact persons. Customer shall keep such contact information up-to-date and promptly notify ESi, in writing via electronic mail, of any changes.

(d)   The Customer shall use reasonable security precautions in connection with the use of services provided under this Agreement.

(e)   The Customer is responsible for any and all use and access to the Hosted System and Hosting Services by its employees, agents, contractors and permitted users of the Software and Hosting Services.

(f)   The Customer shall make best efforts to notify ESi in writing, via electronic mail or facsimile, of any planned non-emergency use of its Software, such as the occurrence of training sessions, drills and exercises, to aid ESi with the planning of any scheduled outages.

(g)   The Customer shall promptly notify ESi Customer Support of any identified Hosting Services outage that impairs Customer access to its Software so that ESi may manually activate the redundant ASP Environment and immediately commence work to restore service to the primary ASP Environment.

5.   Service Levels and Warranty

(a)   All support calls received from Customer shall be logged and tracked in the ESi customer support system as a "Customer Support Ticket." Each Customer Support Ticket shall include an initial assessment of the Severity Level of the request for support:

Severity Level	Definition
ASP 1	Hosting Services are not accessible to Customer via a public internet connection.
ASP 2	Hosting Services are accessible, but performance is reduced or impaired.
Software, Severity 1	Any and all errors which, individually or collectively with other errors, prevent Customer or permitted users of Customer from performing useful work or are deemed by Customer or any of its permitted users to be fatal to the operation of the Software.
Software, Severity 2	Any and all errors which, individually or collectively with other errors, disable major functions of the Software from being performed and are deemed by Customer or any of its permitted users to have a severe impact on the operation of the Software.
Software Severity 3	Any and all errors which, individually or collectively with other errors, disable only certain non-essential functions of the Software and are deemed by Customer or any of its users to have degraded operation of the Software.

Software, Severity 4		All other errors not appropriately classified as Severity 1, Severity 2 or Severity 3 and are deemed by Customer or its permitted user as having a limited impact on the operation of the Software.

(b)   ESi shall make all commercially reasonable efforts to resolve Customer Support Tickets in accordance with the following schedule:

	Acknowledgement of Customer Support Ticket	Resolution
ASP1	Within 30 minutes	Failover to redundant ASP environment and/or correction of error as soon as possible.
ASP2	Within 2 hours	Failover to redundant ASP environment and/or correction of error as soon possible.
Software, Severity 1	Within 1 hour	Delivery by ESi of a patch, workaround or temporary fix and revised documentation to Customer within 1 business day;and Delivery by ESi of the object code fix or other permanent fix and revised documentation to Customer within 10 business days.
Software, Severity 2	Within 4 hours	Delivery by ESi of a patch, workaround or temporary fix and revised documentation to Customer within 3 business days; and Delivery by ESi of the object code fix or other permanent fix and revised documentation to Customer within 20 business days.
Software, Severity 3	Within 1 business day	Delivery by ESi of a patch, workaround or temporary fix and revised documentation to Customer within 10 business days; and Delivery by ESi of the object code fix or other permanent fix and revised documentation to Customer within 45 business days.
Software, Severity 4	Within 5 business days	Delivery by ESi of a patch, workaround or temporary fix and revised documentation to Customer within 30 business days; and

			Delivery by ESi of the object code fix or other permanent fix and revised documentation to Customer as appropriate.

(c)   ESi represents and warrants that service availability of the ASP Environment will meet a "high availability" measure of 99.9 % system "up time," excluding scheduled outages. If ESi fails to meet this availability criteria within any month, upon Customer request, ESi shall extend the term of this Agreement for one day for each day, or portion thereof, the ASP Environment is verified by Customer and ESi to be unavailable in that month, up to a maximum of 30 days at no additional charge.

(d)   ESi shall only be responsible for performance of components of the Hosted System and Services under its control. ESi shall not be responsible for performance deficiencies caused by processes, hardware and software beyond its control including, but not limited to, information transmission delays due to excessive internet traffic, internet outages, or failure of Customer to perform its obligations under this Agreement.

7.   Limitations on Use of Services

(a)   Access to the Hosted System may not be rented, leased, sold, sub-leased, assigned or otherwise transferred for value by Customer to any third party.

(b)   Hosted System and Hosting Services are provided to support the Software, an information management tool. Hosting Services are not guaranteed to be fault-tolerant or to provide fail-safe performance. Hosting Services are not appropriate for use in ultra-hazardous environments where failure of the Hosted System or ASP Environment may lead to bodily injury, death or destruction of property.

(c)   Installation of software applications in ASP Environment is limited to software licensed to Customer by ESi and software supplied by ESi either as a component of the Hosted System or to support delivery of Hosting Services.

(d)   The Customer shall not conduct any load testing, performance testing or any other test of the Hosted System which may degrade performance or limit or adversely impact availability of the ASP Environment for other customers.

8.   Information Security and Business Continuity

(a)   ESi shall perform all services hereunder consistent with its ASP Information Security Program ("Security Program"). Such Security Program shall set forth, at a minimum, ESi policies and procedures with respect to data classification and management, data and system back-ups, account and password management, physical security and access, network configuration and access, change management, media management and destruction, security training and awareness, and continuity of ASP Environment operations.

(b)   Any sub-contractors used to deliver, or support delivery of the Hosting Services shall maintain an information security and business continuity program which is supportive of the Security Program.

(c)   A copy of the Security Program is available, upon request and after execution of the ESi Non-Disclosure Agreement.

(d)   Hosting Services are provided in a shared environment. Customization of information security, data management and/or business continuity practices to meet Customer-specific needs is not supported.

EXHIBIT B
QUOTE FOR SERVICES

ASP Setup, Hosting, and WebEOC Software Support fees are detailed in Quote Number
Q17498

EXHIBIT C
WebEOC®, *Town Square*™ and ESiWebFUSION™ SOFTWARE SUPPORT PLANS

(Transmitted Separately)

APPENDIX I – ESiWebFUSION™ MANAGED HOSTING MASTER SERVICES AGREEMENT

(SEE ATTACHED)

ESiWebFUSION™ Managed Hosting
Master Services Agreement

This Master Services Agreement, effective this ____ day of _____ 20___, is made by and between ESi Acquisition, Inc., (hereinafter referred to as "ESi"), a Delaware corporation, having its principal place of business at 823 Broad Street, Augusta, Georgia, 30901 and _____ (hereinafter referred to as "Customer") which has its principal place of business at _____.

      WHEREAS: ESi is an Application Service Provider that makes available managed hosting services, for a fee, to entities holding a valid license to WebEOC and other ESi-licensed software;

      WHEREAS: The Customer holds a valid license to WebEOC and the ESiWebFUSION software applications; and

      WHEREAS: The Customer seeks to engage ESi as its Application Service Provider for its ESiWebFUSION application.

      NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1.   Definitions

(a)   "Agreement" means this Agreement and its Exhibits, the WebEOC End User License Agreement (EULA), license agreements for all other software used in performance of the Agreement, any purchase order issued under this Agreement, and any other signed writings between the parties concerning this Agreement.

(b)   "Application Service Provider" means an entity that maintains a shared hardware environment for the purpose of hosting and maintaining software and data on behalf of customers.

(c)   "ASP Environment" means the facility and Hosted Systems used by the Application Service Provider to deliver the Hosting Services.

(d)   "Authorized User" means the Customer and any of its directors, officers, employees, contractors, agents or other third parties granted rights to access and use the Software, by Customer and for the benefit of Customer, pursuant to and in accordance with the WebEOC End User License Agreement.

(e)   "Availability" means Application Service Provider site availability, or the capability for the Customer and/or any of its authorized users to access the Hosted System and/or deliver ".html" formatted pages successfully through an internet connection exclusive of processes, hardware and software beyond the control of ESi.

(f)   "Effective Date" means the date stated at the top of this Agreement.

(g)   "Hosting Services" means the installation and management of specified software applications by an Application Service Provider in a shared environment on behalf of a customer and exclusively for the benefit of permitted users of the Software.

(h)   "Hosted System" means the combination of hardware, software and networking components used by the Application Service Provider to deliver the Hosting Services.

(i)   "Service Commencement Date" means the date on which Customer is notified in writing, via electronic mail or facsimile, by ESi that the Hosted System is installed, data replication capabilities are in place, and Hosting Services are operable and accessible to Customer.

(j)   "Software," means all of the WebEOC® and ESi-branded software licensed to Customer by ESi.

(k)   "Software Support Plan" means a packaged plan of application support services and software updates including, but not limited to, technical corrections, patches, bug fixes, and level and other software releases which are specific to the Software.

2.   Scope of Services

ESi, acting as an Application Service Provider (ASP), shall provide ESiWebFUSION Hosting Services for Customer in a shared ASP Environment according to the provisions set forth in Exhibit A ("Terms of Service") to this Agreement.

3.   Term

The initial term of this Agreement shall be one (1) year from the Service Commencement Date. Customer may renew for successive (1) year terms according to the term set forth in Section 4(b) of this Agreement.

4.   Fees and Payment

(a)   Customer shall pay ESi the fees stated in Exhibit B, "Quote for Services." Such fee shall be due and payable by Customer within thirty (30) days of receipt of a valid invoice from ESi.

(b)   At least ninety (90) days prior to the anniversary of the Service Commencement Date, ESi shall notify Customer of the opportunity to renew this Agreement for an additional term of one (1) year and provide a price quotation for the additional term. Such price quotation shall reflect the published list price for Hosting Services and Software Support in effect at that time. At least thirty (30) days prior to the anniversary of the Service Commencement Date, ESi shall invoice Customer for an additional term of one (1) year at the stated price. Such stated price shall include the cost of hosting, application software support and technical support. Customer shall pay to ESi the invoiced amount within thirty (30) days of receipt of a valid invoice. Remittance of a purchase order, payment or other binding obligation to pay by Customer to ESi shall constitute acceptance by Customer of ESi offer of renewal.

(c) .   ESi reserves the right to charge interest equal to one and one-half percent (1.5%) on all amounts past due with interest accruing as of the day after the due date, or the maximum rate allowable by law, whichever is less.

5.   Termination

(a)   Termination, Non-Renewal. This Agreement shall terminate one year from the effective date unless renewed by Customer.

(b)   Termination, Material Breach. Prior to expiration, either party may terminate this Agreement immediately, upon written notice to the other, if the other party materially violates any provision of this Agreement and fails to remedy such violation within ten (10) days after written notice thereof. Material breach of this Agreement shall include, but not be limited to:

        (iv)   Violation of any proprietary rights of ESi or its third party licensors, agents or business partners, including but not limited to confidentiality, trademarks, copyrights, patents or

patent rights, or any other ESi proprietary rights or interests in the Software, licenses or sublicenses whether or not expressly stated in this Agreement;

(v)   Failure to pay the fees outlined in this Agreement as set forth in Section 4(a) of this Agreement; and

(vi)   Violation of the ESi Acceptable Use Policy available at: http://www.esi911.com/esi/index.php?option=com_content&view=article&id=36&Itemid=128

(c)   Termination Without Cause. Either party may terminate this Agreement without cause on sixty (60) days written notice.

(d)   Upon termination of this Agreement for any reason:

(vi)   Customer access to ASP services shall be suspended;

(vii)   Customer shall immediately surrender to ESi any Internet protocol numbers, addresses or ESi-owned domain names assigned to Customer in connection with the Hosting Services delivered hereunder;

(viii)   Any terminated Customer requesting restoration of Hosting Services shall pay a $2,000 reinstatement fee and all applicable fees for requested services, and shall be liable to pay any outstanding, undisputed amounts due ESi prior to such restoration of services.

(e)   Upon termination pursuant to paragraphs (a) and (c) of this Section 5, Customer shall be entitled to a rebate for Hosting Services purchased and not performed. The unit of measure for calculating any rebate shall be weeks and shall be calculated using the following formula: (contract price/52 weeks) x number of weeks of service Customer would have received if the Agreement had been fully performed. In the event that ESi terminates the agreement for any of the reasons stated in Section 5 (b) above, ESi shall retain the balance as liquidated damages.

6.   <u>Independent Contractor</u>

ESi is an independent contractor. ESi and its employees, agents and subcontractors shall act solely as independent contractors in the performance of services delivered hereunder, and nothing stated or implied herein shall be construed to create a partnership, joint venture, employment or agency relationship of any kind between ESi and Customer.

7.   <u>Confidentiality</u>

(a)   Confidential Information means all information concerning ESi or any business partner of ESi to which Customer is provided access by virtue of this Agreement or its activities hereunder, including without limitation, technical data, product design and development information, source code and source code documentation, business operations and plans, sales information, information about quantity and kind of software licenses sold, prices and methods of pricing, marketing techniques and plans, trade secrets, unannounced products, product and process information and any other information which, if disclosed to others, might be competitively detrimental to ESi.

(b)   Confidential Information also shall mean all information concerning Customer to which ESi is provided access to by virtue of this Agreement or its activities hereunder, including, without limitation, data, documentation, business operations and plans, operating procedures, or any other information which, if disclosed to others, might be detrimental to Customer.

(c)   Confidential Information shall not include any information which has been publicly disseminated in writing by ESi or Customer which either party can show it knew prior to the disclosure or which was rightfully received from a third party without restriction.

(d)   During the term hereof and at all times thereafter, both parties shall maintain the Confidential Information of the other party in strictest confidence, shall not disclose it to any third party, except as required by applicable law and/or regulation and/or by order of a court of competent jurisdiction, and shall use it only as necessary to perform hereunder. ESi shall cause each of its officers, directors and employees to restrict disclosure and use of such Confidential Information in like fashion, and shall be responsible for any wrongful disclosure and use by any of them; and Customer shall cause each of its officers, directors and employees to restrict disclosure and use of such Confidential Information in like fashion, and shall be responsible for any wrongful disclosure and use by any of them. ESi and Customer agree that any person to whom Confidential Information is disclosed shall be bound by confidentiality obligations that are at least as protective as those contained herein.

8.   Representations and Warranties

(a)   ESi represents and warrants to the Customer that it has the power and authority to enter into this Agreement and to perform the obligations stated herein.

(b)   Customer represents and warrants to ESi that it has the power and authority to enter into this Agreement and to perform the obligations stated herein.

(c)   Customer represents and warrants that Customer and its officers, directors, attorney, agents, employees and other Authorized Users shall access and utilize services provided under this Agreement in a lawful manner and not in violation of any applicable law, regulation, treaty, convention or order including, but not limited to intellectual property laws and United States export controls.

(d)   Customer represents and warrants that Customer and its officers, directors, attorney, agents, employees and other Authorized Users shall not sell, lease, share or otherwise permit access by a third party to services covered under this Agreement. (Nothing in this section shall prohibit Customer from naming its contractors or third party service providers or mutual aid organizations as Authorized Users of the Software or the Hosted System.) Customer further represents and warrants that Customer and its officers, directors, attorney, agents, employees and Permitted Users shall not permit access, under any circumstances, to the Software, related materials or services provided under this Agreement by any person, entity or nation in violation of any United States export laws, regulations or controls.

9.   Notices

Except as otherwise specifically set forth herein, all notices shall be in writing, shall be delivered by overnight express courier requiring signature of the addressee to complete delivery, and shall be sent to the parties at the addresses set forth below, or to any other addresses designated in writing hereafter. Notice shall be deemed delivered two days after it is given to the courier by the notifying party.

For Customer: For ESi:

_____   Eric Kinzel
_____   Vice-President, Information Technology
_____   823 Broad Street
_____   Augusta, GA 30901
_____   ekinzel@esi911.com
_____   Facsimile: (706) 826-9911

                                        With copy to:
_____   Melissa M. Leigh
_____   General Counsel
_____   mleigh@esi911.com

10. Indemnification

(a)   Customer agrees to indemnify and hold harmless ESi and its officers, directors, attorney, agents and employees from and against all claims, damages, losses, liabilities and expenses, including reasonable attorneys' fees, arising out of any and all claims by a third party, under any theory of legal liability, related to actual or alleged use by Customer of the services provided under this Agreement, actual or alleged breach by Customer of its obligations to end users or other third parties, or any disputes between persons who claim to have the authority to act on behalf or bind the Customer.

(b)   ESi and Customer agree to indemnify, defend and hold harmless the other party, and each of their respective officers, directors, attorney, agents and employees from and against any and all claims, damages, losses, liabilities and expenses, including reasonable attorneys' fees, arising out of any claim by a third party asserting, under any theory of legal liability, infringement of such third party's patent, copyright, trademark, trade secret, confidentiality or other right, provided that the party seeking indemnification notify the other party, in writing, promptly of the receipt of a written notice of the claim. ESi and Customer agree, in the event of such claim, to provide the party seeking indemnification with reasonable assistance, at the indemnifying party's cost, in the defense or settlement of the claim.

11. Limitation of Liability

(a)   IN NO EVENT SHALL ESi BE LIABLE FOR ANY CLAIM OR DEMAND BY THE CUSTOMER OR A THIRD PARTY OR FOR ANY LOST PROFITS, OR INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN ANYWAY RELATED TO THIS AGREEMENT, EVEN IF ADVISED OF THE POSSIBILITY THEREOF. NO ACTION, REGARDLESS OF FORM, ARISING OUT OF OR INCIDENTAL TO THE TRANSACTIONS HEREUNDER, MAY BE BROUGHT AGAINST ESi MORE THAN ONE (1) YEAR AFTER THE CAUSE OF ACTION HAS ACCRUED. ESi's total liability under this AGREEMENT shall not exceed the total amounts received by ESi from Customer hereunder.

(b)   ESi shall not be liable to Customer for harm caused by or related to the Customer's use of the services provided under this Agreement or the inability to use such services, unless the harm was caused by the gross negligence or willful misconduct of ESi.

(c)   Customer releases ESi from any liability for loss of data to the extent that such data has been updated, modified or changed by Customer, since the time that ESi was last required to perform a back-up.

12. Disclaimer of Warranty

(a) ESi DOES NOT REPRESENT OR WARRANT THAT THE SERVICES PROVIDED WILL BE UNINTERRUPTED, ERROR-FREE OR COMPLETELY SECURE. CUSTOMER ACKNOWLEDGES AND AGREES THAT THERE ARE INHERENT RISKS ASSOCIATED WITH THE TRANSFER OF INFORMATION THROUGH AN INTERNET CONNECTION AND SUCH RISKS INCLUDE LOSS OF DATA OR OTHER INFORMATION, PRIVACY AND PROPERTY.

(b) ESi MAKES NO WARRANTIES, EXPRESS, IMPLIED OR OTHERWISE, NOT EXPRESSLY STATED IN THIS AGREEMENT, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, EXCEPT THAT ESi WARRANTS THAT IT HAS ALL NECESSARY RIGHTS WITH RESPECT TO ANY THIRD PARTY SOFTWARE OR INTELLECTUAL PROPERTY WHICH MAY BE REQUIRED TO PERFORM THE SERVICES DESCRIBED IN THIS AGREEMENT.

13. General

(a) Ownership. Each party acknowledges and agrees that the other party retains exclusive ownership and rights in its trade secrets, inventions, copyrights, and other intellectual property, and that ESi shall own any intellectual property it develops in the course of performing the services. Customer acknowledges and agrees that Customer shall not acquire any ownership rights or right of physical access to the hardware used by ESi to perform the services under this Agreement.

(b) Entire Agreement. ESi and Customer acknowledge that they have not been induced to enter into this Agreement by any representation or warranty not set forth in this Agreement. This Agreement contains the entire agreement of the parties with respect to its subject matter and supersedes all existing agreements and all oral, written or other communications between them concerning its subject matter. This Agreement shall not be modified in any way except in writing signed by both parties. Facsimile signatures or signatures imprinted in an electronic medium, such as .pdf format, shall be deemed to be original signatures.

(c) Assignment. Customer may not assign this Agreement without prior written consent by ESi. Any assignment in violation of this provision is null and void. ESi may freely assign this Agreement in connection with any sale or transfer by ESi of the Loaned Software, or substantially all of ESi's business. Such assignment shall be fully binding and enforceable as against all permitted assignees and successors in interest.

(d) Enforceability. If any provision of the Agreement, or any portion thereof, shall be held to be invalid, illegal, unenforceable or void as against public policy, the validity, legality or enforceability of the remainder of this Agreement shall not in any way be affected or impaired thereby.

(e) Force Majeure. Any delay or nonperformance of any provisions of this Agreement caused by conditions beyond the reasonable control of the performing party shall not constitute a breach of this agreement, provided that such party has made reasonable efforts to notify the other party in writing and makes reasonable efforts to resume performance once the condition interfering with or preventing performance is removed. With respect to performance by ESi, "conditions beyond the reasonable control" of ESi, thereby constituting events of force majeure, shall include conditions relating to processes, hardware and software beyond the control of ESi such as information transmission delays due to excessive internet traffic and internet outages, and shall also include conditions such as natural disasters, acts of war, acts of God, fire, flood and power failure.

(f) Waiver. The failure of either Customer or ESi to insist upon strict performance of any of the

provisions contained herein shall in no way constitute a waiver of future violations of the same or any other provision.

(g)   Authority. The individuals executing this Agreement on behalf of the Customer and ESi do each hereby represent and warrant that they are duly authorized by all necessary action to execute this Agreement on behalf of their respective principals.

(h)   Choice of Laws and Venue. This Agreement shall be governed by, and interpreted in accordance with, the laws of the State of Georgia, regardless of application of choice of law rules or principles. Unless otherwise elected by ESi at its option and in writing for a particular instance, the sole jurisdiction and venue for actions related to the subject matter hereof shall be the state or United States District Court having within its jurisdiction the location of ESi's principal place of business in Augusta, Georgia. Both parties consent to the jurisdiction of such courts and agree that process may be served in any manner allowed by the laws of the State of Georgia or of the United States.

(i)   Equal Opportunity and Affirmative Action.   ESi does not discriminate on the basis of race, color, religion, gender, national or ethnic origin, disability, age, marital status or sexual orientation in its employment, hiring or contracting practices. ESi complies with all applicable local, state and federal laws prohibiting discrimination including, but not limited to, Title VII of the Civil Rights Act of 1964, the Age Discrimination in Employment Act of 1967, Title I of the Americans With Disabilities Act of 1990, the Equal Pay Act of 1963, the Vocational Rehabilitation Act of 1973, Executive Order 11246, Vietnam Era Veterans Readjustment Assistance Act of 1974, and the Georgia Equal Employment for Persons with Disabilities Code. Contractor shall comply with the laws, regulations and orders stated above and shall promptly provide to ESi any information needed by ESi to comply with any related reporting requirements.

(j)   Survival. The provisions of Sections 5, 6, 7, 8, 10, 11, 12, and 13 shall survive expiration of this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in duplicate originals by their duly authorized representatives as of the day and year set forth above.

ESi Acquisition, Inc. ("ESi")   _____

By: _____   By: _____

Name: Curtis R. MacDonald_____   Name: _____

Title: Chief Operating Officer_____   Title: _____

Date: _____   Date: _____

1.   Definitions

All defined terms in this Exhibit A shall have the same meaning set forth in the Agreement, except where otherwise stated in this Exhibit.

2.   Scope of Services

(a)   ESi, acting as an Application Service Provider, shall provide ESiWebFUSION Hosting Services to Customer according to the provisions set forth in the Agreement. ESi shall create an account for Hosting Services on behalf of Customer upon receipt of a signed Agreement and valid purchase order. ESi shall notify Customer promptly upon creation of Hosting Services account and provide Customer with all information required to access such account. ESi, at its sole discretion, may provide and maintain such Hosted System and/or deliver such Hosted Services internally or through a qualified subcontractor.

(b)   ESi shall provide and maintain the facilities, hardware, and networking components necessary to operate a shared ASP Environment for the benefit of Customer.

(c)   ESi shall perform, at its convenience and after notice to Customer, scheduled updates of Software as new releases become available. Such updates shall be scheduled to enable the simultaneous update of Software licensed to Customer and all other ESi-hosted customers. Scheduled updates shall include correction releases (i.e. patches provided to correct software anomalies), point releases (i.e. modifications to current generation of software including enhancement and improvements), and level releases (i.e. new releases or new generation of software). ESi also shall install updates and security patches for other software, including operating system software, installed on hardware used to deliver Hosting Services.

(d)   ESi shall perform, as needed, emergency security updates to the Hosted System and Software to protect the ASP Environment from newly identified and widespread threats to the internet or internet-based services posed by worms, viruses and Trojans, or to address other vulnerabilities, with little or no notice to Customer. Such updates shall be treated as scheduled outages and the outage period shall not be considered as service downtime in any performance assessment that may be conducted.

(e)   ESi shall provide and maintain a redundant ASP Environment at a location that is geographically separated from the primary ASP Environment to ensure continuity of Software access and operation in the event of any unforeseen outage, disaster or other event that may interrupt service at the primary location Failover to the redundant ASP Environment is a manual process and services will be activated by ESi immediately upon notification of malfunction, unavailability or other failure of the primary ASP Environment.

(f)   ESi shall notify Customer in writing, via electronic mail or facsimile, of any planned service outages, i.e. for the purpose of performing Software updates or testing, or other inability to perform the services outlined in this Agreement.

(i)   ESi shall provide Customer with technical environmental support services. Such support services shall be available 24 hours per day, 7 days per week. Technical support services shall include assistance with problems related to ASP Environment, operating system and related software licensed by ESi on behalf of Customer, data or Hosted System access or similar problems. Technical support may be accessed by Customer by calling the Technical Support Help Desk at (877) 771-0911 or paging the on-call technician at (888) 243-7204. International customers access Customer Support by calling (706) 823-0911 or paging the on-call technician at (706) 240-0016.

(i)   ESi shall perform all services offered under the terms of the Software Support Plan purchased by Customer, as documented in both Exhibit B, "Quote for Services" and Exhibit C, Software Support Plans."

(j)   Customer may request performance of additional services by ESi. Such services shall be invoiced separately by ESi at the current published rate for labor and actual costs for materials and travel, if applicable.

3.   ESi Obligations

ESi shall perform all services described in Section 2 of this Agreement in a commercially reasonable manner and consistent with the practices used by ESi to maintain and protect its own data and systems.

4.   Customer Obligations

(a)   The Customer shall maintain, at Customer's expense, a secure high speed internet connection through which to access its hosted Software.

(b)   The Customer shall appoint a designated point of contact and two alternate points of contact for its interactions with ESi. Customer shall provide ESi with the name, job title, physical address, telephone number, facsimile number and electronic mail address for each of the contact persons. Customer shall keep such contact information up-to-date and promptly notify ESi, in writing via electronic mail, of any changes.

(c)   The Customer shall maintain, at Customer's expense, a Software Support Plan for the ESiWebFUSION software at all times during the term of this Agreement and any subsequent renewal terms.

(d)   The ESiWebFUSION software is a separate application which requires connection to the WebEOC Professional Software to operate in accordance with product documentation. The Customer shall maintain, at its expense, a compatible version and release of the WebEOC Software, and any third party applications (including operating systems) required to support operation of the WebEOC Software, on its local server. In the ASP Environment, ESiWebFUSION is configured to communicate with WebEOC Professional v7.2 or higher. Failure to maintain the stated or compatible versions and releases of the WebEOC Software, or any third party applications supporting operation of the WebEOC Software, may impair or make impossible performance of the ESiWebFUSION Software.

      (i)   ESi shall confirm with Customer, in writing, the version and release of the WebEOC Software installed in the ASP Environment upon receipt of a signed Agreement.
      (ii)   ESi shall confirm with Customer, in writing, the version and release of the Windows Operating System and Microsoft SQL Server Software required to support operation of the ESiWebFUSION Software upon receipt of a signed Agreement.
      (iii)   ESi shall provide Customer with thirty (30) days written notice of any subsequent upgrades to the WebEOC Software or supporting third party applications which may impact operation of the ESiWebFUSION software.
      (iv)   ESi expressly disclaims any obligation to provide any third party product licenses required to support the WebEOC Software to or for Customer.

(e)   The Customer shall use reasonable security precautions in connection with the use of services provided under this Agreement.

(f)   The Customer is responsible for any and all use and access to the Hosted System and Hosting Services by its employees, agents, contractors and permitted users of the Software and Hosting Services.

(g)   The Customer shall make best efforts to notify ESi in writing, via electronic mail or facsimile, of any planned non-emergency use of its Software, such as the occurrence of training sessions, drills and exercises, to aid ESi with the planning of any scheduled outages.

(h)   The Customer will make best efforts to promptly notify ESi Customer Support of any identified Hosting Services outage that impairs Customer access to its Software so that ESi may manually activate the redundant ASP Environment and immediately commence work to restore service to the primary ASP environment.

5.   Service Levels and Warranty

(a)   All support calls received from Customer shall be logged and tracked in the ESi customer support system as a "Customer Support Ticket." Each Customer Support Ticket shall include an initial assessment of the Severity Level of the request for support:

Severity Level	Definition
ASP 1	Hosting Services are not accessible to Customer via a public internet connection.
ASP 2	Hosting Services are accessible, but performance is reduced or impaired.
Software, Severity 1	Any and all errors which, individually or collectively with other errors, prevent Customer or permitted users of Customer from performing useful work or are deemed by Customer or any of its permitted users to be fatal to the operation of the Software.
Software, Severity 2	Any and all errors which, individually or collectively with other errors, disable major functions of the Software from being performed and are deemed by Customer or any of its permitted users to have a severe impact on the operation of the Software.
Software Severity 3	Any and all errors which, individually or collectively with other errors, disable only certain non-essential functions of the Software and are deemed by Customer or any of its users to have degraded operation of the Software.
Software, Severity 4	All other errors not appropriately classified as Severity 1, Severity 2 or Severity 3 and are deemed by Customer or its permitted user as having a limited impact on the operation of the Software.

(b)   ESi shall make all commercially reasonable efforts to resolve Customer Support Tickets in accordance with the following schedule:

	Acknowledgement of Customer Support Ticket	Resolution
ASP1	Within 30 minutes	Failover to redundant ASP environment and/or correction of error as soon as possible.
ASP2	Within 2 hours	Failover to redundant ASP environment and/or correction of error as soon possible.
Software, Severity 1	Within 1 hour	Delivery by ESi of a patch, workaround or temporary fix and revised documentation to Customer within 1 business day; and

Delivery by ESi of the object code fix or other permanent fix and revised documentation to Customer within 10 business days. |
| Software, Severity 2 | Within 4 hours | Delivery by ESi of a patch, workaround or temporary fix and revised documentation to Customer within 3 business days; and

Delivery by ESi of the object code fix or other permanent fix and revised documentation to Customer within 20 business days. |
| Software, Severity 3 | Within 1 business day | Delivery by ESi of a patch, workaround or temporary fix and revised documentation to Customer within 10 business days; and

Delivery by ESi of the object code fix or other permanent fix and revised documentation to Customer within 45 business days. |
| Software, Severity 4 | Within 5 business days | Delivery by ESi of a patch, workaround or temporary fix and revised documentation to Customer within 30 business days; and

Delivery by ESi of the object code fix or other permanent fix and revised documentation to Customer as appropriate. |

(c)   ESi shall only be responsible for performance of components of the Hosted System and Services under its control. ESi shall not be responsible for performance deficiencies caused by processes,

hardware and software beyond its control including, but not limited to, information transmission delays due to excessive internet traffic, internet outages, or failure of Customer to perform its obligations under this Agreement.

7.   Limitations on Use of Services

(a)   Access to the Hosted System may not be rented, leased, sold, sub-leased, assigned or otherwise transferred for value by Customer to any third party.

(b)   Hosted System and Hosting Services are provided to support the Software, an information management tool.   Hosting Services are not guaranteed to be fault-tolerant or to provide fail-safe performance. Hosting Services are not appropriate for use in ultra-hazardous environments where failure of the Hosted System or ASP Environment may lead to bodily injury, death or destruction of property.

(c)   Installation of software applications in ASP Environment is limited to software licensed to Customer by ESi and software supplied by ESi either as a component of the Hosted System or to support delivery of Hosting Services.

(d)   The Customer shall not conduct any load testing, performance testing or any other test of the Hosted System which may degrade performance or limit or adversely impact availability of the ASP Environment for other customers.

8.   Information Security and Business Continuity

(a)   ESi shall perform all services hereunder consistent with its ASP Information Security Program ("Security Program"). Such Security Program shall set forth, at a minimum, ESi policies and procedures with respect to data classification and management, data and system back-ups, account and password management, physical security and access, network configuration and access, change management, media management and destruction, security training and awareness, and continuity of ASP Environment operations.

(b)   Any sub-contractors used to deliver, or support delivery of the Hosting Services shall maintain an information security and business continuity program which is supportive of the Security Program.

(c)   A copy of the Security Program is available, upon request and after execution of the ESi Non-Disclosure Agreement.

(d)   Hosting Services are provided in a shared environment. Customization of information security, data management and/or business continuity practices to meet Customer-specific needs is not supported.

QUOTE FOR SERVICES

ASP Setup, Hosting, and ESiWebFUSION Software Support fees are detailed in Quote Number
Q17498

EXHIBIT C

WebEOC®, *Town Square*™ and ESiWebFUSION™ SOFTWARE SUPPORT PLANS

(Transmitted Separately)

EXHIBIT 2

County Price Proposal

Cook County Price Proposal

This Agreement will enable an overall value that will not exceed $1,687,469.00 through the

contract end date of December 31, 2012.

System Solutions Inc.
IT Solutions that work for you!

3630 Commercial Ave, Northbrook, IL 60062
Phone : 847-272-6160   Fax : 847-272-8465

QUOTE: 127513-000

Cust No:	**PO #:**		**Date:**	07/02/12
Sales person: DH	**Cust Ref:**		**Proj Ref:**	

Name:	COUNTY OF COOK-DHSEM		**Ship To:**	COUNTY OF COOK-DHSEM	
Attention:	BRYAN JOHNSON			BRYAN JOHNSON	
Address:	69 W. WASHINGTON ST., RM 2630			69 W. WASHINGTON ST., RM 2630	
	CHICAGO	IL 60602		CHICAGO	IL 60602
Phone:	312-603-8180			312-603-8180	
Email:	BRYAN.JOHNSON@COOKCOUNTYIL.GOV				
Shipvia:	DROP SHIP **Partial:**				

Qty	Part No.	Vendor Part #	Description	Comm.Code	Unit Price	Extention
1		SS-CIMS7-PRP	WebEOC® Professional, v7 Software Supp		38,390.00	38,390.00
1		SS-CIMS7-MPR-TX	WebEOC® Mapper Professional Software S		4,290.00	4,290.00
1		SS-CIMS7-RMB	WebEOC® Resource Manager Software Supp		3,300.00	3,300.00
1		SS-CIMS7-EWF	ESIWEBFUSION SOFTWARE SUPPORT		16,500.00	16,500.00
30		SS-CIMS7-TSB	WEBEOC TOWN SQUARE SOFTWARE SUPP		2,190.00	65,700.00
1		TS-CIMS7-50A-T	ASP Hosting </= 500 Concurrent Users -		14,135.00	14,135.00
1		TS-CIMS7-MPR-A-	ASP Hosting - WebEOC® Mapper Professio		4,345.00	4,345.00
1		TS-CIMS7-RM-A-H	ASP Hosting - WebEOC® Resource Manager		1,320.00	1,320.00
1		TS-CIMS7-EWFTA	ASP HOSTING WEIWEBFUSION YR2		13,200.00	13,200.00
1		SS-CIMS7-PRG	WebEOC® Professional, v7 Software Supp		27,390.00	27,390.00
1		SS-CIMS7-MPR-TX	WebEOC® Mapper Professional Software S		4,290.00	4,290.00
1		SS-CIMS7-RMB	WebEOC® Resource Manager Software Supp		3,300.00	3,300.00
1		SS-CIMS7-EWF	ESIWEBFUSION SOFTWARE SUPPORT YR3		16,500.00	16,500.00
30		SS-CIMS7-TSB	WEBEOC TOWN SQUARE SW SUPP YR3		2,198.00	65,940.00
1		TS-CIMS7-50A-T	ASP Hosting </= 500 Concurrent Users -		14,135.00	14,135.00
1		TS-CIMS7-MPR-A-	ASP Hosting - WebEOC® Mapper Professio		4,345.00	4,345.00
1		TS-CIMS7-RM-A-H	ASP Hosting - WebEOC® Resource Manager		1,320.00	1,320.00
1		TS-CIMS7-EWFTA	ASP HOSTING ESIWEDFUSION YR3		13,200.00	13,200.00
0					0.00	0.00
0			YEAR 2 AND 3 SUPPORT		0.00	0.00

Total :   311,600.00

All prices Net Cash pre pay FOB Northbrook, Illinois, unless otherwise written agreed terms are established with us. Prices valid 21 days from date above and are based upon purchase of complete package quoted NOT isolated components. Please phone for alternative quotes. Failure to accept Delivery of ordered items will result in a restocking fee of $50.00 or 25% of retail price of each item whichever is greater.   Above price does not include any applicable sales tax. not liable for unintentional inaccuracies and typographical or other errors.

Customer Signature :_____   Print date: *07/02/12*

Page 1 of 1

System Solutions Inc.
IT Solutions that work for you!

3630 Commercial Ave, Northbrook, IL 60062
Phone : 847-272-6160   Fax : 847-272-8465

QUOTE: 127512-000

Cust No:	PO #:		Date:	07/02/12

Sales person: DH   **Cust Ref:**   **Proj Ref:**

Name:	COUNTY OF COOK-DHSEM	**Ship To:**	COUNTY OF COOK-DHSEM
Attention:	BRYAN JOHNSON		BRYAN JOHNSON
Address:	69 W. WASHINGTON ST., RM 2630		69 W. WASHINGTON ST., RM 2630
	CHICAGO IL 60602		CHICAGO IL 60602
Phone:	312-603-8180		312-603-8180
Email:	BRYAN.JOHNSON@COOKCOUNTYIL.GOV		
Shipvia:	DROP SHIP **Partial:**		

Qty	Part No.	Vendor Part #	Description	Comm.Code	Unit Price	Extention
1		SW-CIMS7-PRSP	WebEOC® Professional - Standard Editio		90,365.00	90,365.00
1		SW-CIMS7-MPRS-	WebEOC® Mapper Professional w/YR1 Supp		24,667.00	24,667.00
1		SW-CIMS7-RMBS	WebEOC® Resource Manager w/YR1 Support		18,975.00	18,975.00
1		SW-CIMS7-EWFS	ESIWEBFUSION W/ 1YR SUPPORT		94,875.00	94,875.00
30		SW-CIMS7-TSV50	WebEOC®Town Square (per license) - Lev		18,700.00	561,000.00
30		SS-CIMS7-TSP	WEBEOC TOWN SQUARE V7 SW SUPP, 1YR		5,497.00	164,910.00
1		TS-ASPSU-ES	ASP SETUP(WEBEOC AND WEBFUSION)		2,750.00	2,750.00
1		TS-CIMS7-50A-T	ASP Hosting </= 500 Concurrent Users -		14,135.00	14,135.00
1		TS-ASPSU-MP	ASP Setup (WebEOC® Mapper Professional		935.00	935.00
1		TS-CIMS7-MPR-A-	ASP Hosting - WebEOC® Mapper Professio		4,345.00	4,345.00
1		TS-ASPSU-RM	ASP Setup (WebEOC® Resource Manager)		935.00	935.00
1		TS-CIMS7-RM-A-H	ASP Hosting - WebEOC® Resource Manager		1,320.00	1,320.00
1		TS-ASPSU-ES	ASP SETUP(WEBEOC AND WEBFUSION)		2,750.00	2,750.00
1		TS-CIMS7-EWFTI	ASP HOSTING ESIWEBFUSION TERM 1YR		16,500.00	16,500.00
10		TS-FINSD-ES	FSS Daily Rate - Onsite Inst, Planning		2,200.00	22,000.00
1		TE-TVLEX-ES	Travel and Per Diem		7,832.00	7,832.00
60		TS-FCFGD-ES	Daily Rate - Offsite WebEOC® configura		2,200.00	132,000.00
8		TS-RINST-MPR-TX	Remote WebEOC® Mapper Professional Con		275.00	2,200.00
8		TS-SYSNR-ES	Tech Services - Normal Hourly Rate		165.00	1,320.00
30		TS-SYSER-EWFC	TECH SERVICES-CONNECT WEBEOC/WEBFUSIO		660.00	19,800.00
5		TS-FINSD-ES	FSS Daily Rate - Onsite Inst, Planning		2,200.00	11,000.00
1		TE-TVLEX-ES	Travel and Per Diem-WEBEOC PRO		4,262.00	4,262.00

Continue On Next Page

All prices Net Cash pre pay FOB Northbrook, Illinois, unless otherwise written agreed terms are established with us. Prices valid 21 days from date above and are based upon purchase of complete package quoted NOT isolated components. Please phone for alternative quotes. Failure to accept Delivery of ordered items will result in a restocking fee of $50.00 or 25% of retail price of each item whichever is greater.   Above price does not include any applicable sales tax. not liable for unintentional inaccuracies and typographical or other errors.

Customer Signature :_____   Print date: *07/02/12*

System Solutions Inc.
IT Solutions that work for you!

3630 Commercial Ave, Northbrook, IL 60062
Phone : 847-272-6160   Fax : 847-272-8465

Cust No:	**PO #:**		**Date:** 07/02/12
Sales person: DH	**Cust Ref:**	**Proj Ref:**	

Name:	COUNTY OF COOK-DHSEM	**Ship To:** COUNTY OF COOK-DHSEM
Attention:	BRYAN JOHNSON	BRYAN JOHNSON
Address:	69 W. WASHINGTON ST., RM 2630	69 W. WASHINGTON ST., RM 2630
	CHICAGO IL 60602	CHICAGO IL 60602
Phone:	312-603-8180	312-603-8180
Email:	BRYAN.JOHNSON@COOKCOUNTYIL.GOV	
Shipvia:	DROP SHIP **Partial:**	

Qty	Part No.	Vendor Part #	Description	Comm.Code	Unit Price	Extention
6		TS-FINSD-ES	FSS Daily Rate - Onsite Inst, Planning		2,200.00	13,200.00
1		TE-TVLEX-ES	Travel and Per Diem-PROCESS VAILIDATIO		6,923.00	6,923.00
4		TS-FINSD-ES	FSS Daily Rate - Onsite Inst, Planning		2,200.00	8,800.00
1		TE-TVLEX-ES	Travel and Per Diem		6,122.00	6,122.00
8		TS-FINSD-ES	FSS Daily Rate - Onsite Inst, Planning		2,200.00	17,600.00
0			User Training - 2 people, 4 days		0.00	0.00
1		TE-TVLEX-ES	Travel and Per Diem		7,724.00	7,724.00
40		TS-WPGML-ES	Tech Services - Normal Hourly Rate Lea		165.00	6,600.00
80		TS-WPGML-ES	Tech Services - Normal Hourly Rate Lea		165.00	13,200.00
40		TN-TNGDV-ES	Tech Services - Hourly Rate Training D		275.00	11,000.00
8		TS-FINSD-ES	FSS Daily Rate - Onsite Inst, Planning		2,200.00	17,600.00
0			2 people onsite - 4 days- Exercise Sup		0.00	0.00
1		TE-TVLEX-ES	Travel and Per Diem		7,724.00	7,724.00
30		TS-SYSER-TS1	remote webeoc townsquare install		550.00	16,500.00
160		TS-PMHOR-ES	Project Management - Normal Hourly Rat		275.00	44,000.00
0					0.00	0.00
0			YEAR 1 LICENSES AND SUPPORT		0.00	0.00

Total :   1,375,869.00

Customer Signature :_____   Print date: *07/02/12*

EXHIBIT 3

City of Chicago Contract (Contract No. 13783)

City of **Chicago** The City of Chicago's Official Site

City of Chicago

Vendor, Contract and Payment Information

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Print Version

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Search Options Page

Vendor Information

Contracts and Awards

Disclosures

Bid Tabulations

Opportunity Take Out List

Payments

Reported Sub-contractor Payments

Department of Procurement Services

Department of Finance

(?) FAQ

(☎) Contact Info

Contract Details

Contract (PO) Number:	13783
Specification Number:	40767
Award Date:	01/04/2007
Original Award Amount:	Up To $12,857,993.40
Current Award Amount	**Up To $109,696,679.00** View Payment Details
Vendor Name:	SYSTEMS SOLUTIONS, INC Show all contracts for this vendor | Show all disclosures for this vendor
Description:	COMPUTER HARDWARE, SOFTWARE, PERIPHERALS, SUPPLIES AND RELATED EQUIMENT
Buyer Name:	
Target Market:	No

Original Contract

DUR in the Award Amount column means that the contract award total **Depends Upon Requirements**. A **Depends Upon Requirements** contract is an indefinite quantities contract in which the city places orders as needed. The vendor is not guaranteed any particular contract award amount.

Contract (PO) #	Disclosure #	Award Date	Start Date	End Date	Original Award Amount
13783	13783 - D1	01/04/2007	01/01/2007	12/31/2011	Up To $12,857,993.40
	13783 - D2				

Modifications/Amendments

Modification #	Description	Disclosure #	Award Date	Start Date	End Date	Amount
137831	COMPUTER HARDWARE, SOFTWARE, PERIPHERALS, SUPPLIES AND RELATED EQUIMENT		05/21/2007	01/01/2007	12/31/2011	$0.01
137832	COMPUTER HARDWARE, SOFTWARE, PERIPHERALS, SUPPLIES AND RELATED EQUIMENT		08/02/2007	01/01/2007	12/31/2011	$51,431,973.59
137833	COMPUTER HARDWARE, SOFTWARE, PERIPHERALS, SUPPLIES AND RELATED EQUIMENT	137833 - D1	05/14/2008	01/01/2007	12/31/2011	$1,330,000.00
137834	COMPUTER HARDWARE, SOFTWARE, PERIPHERALS, SUPPLIES AND	137834 - D1	11/12/2008	01/01/2007	12/31/2011	$76,712.00

	RELATED EQUIMENT				
137837	COMPUTER HARDWARE, SOFTWARE, PERIPHERALS, SUPPLIES AND RELATED EQUIMENT	07/29/2010	01/01/2007	12/31/2011	$26,000,000.00
137839	COMPUTER HARDWARE, SOFTWARE, PERIPHERALS, SUPPLIES AND RELATED EQUIMENT	12/28/2011	01/01/2007	12/31/2012	$18,000,000.00

Contract (PO) Number: 13783

Specification Number: 40767

Name of Contractor: SYSTEMS SOLUTIONS, INC.

City Department: DEPT OF BUSINESS & INFORMATION SERVICES

Title of Contract: COMPUTER HARDWARE, SOFTWARE, PERIPHERALS, SUPPLIES AND RELATED EQUIMENT

Term of Contract: Start Date: 1/1/07

End Date: 12/31/11

Dollar Amount of Contract (or maximum compensation if a Term Agreement) (DUR): $64,289,967.00

Brief Description of Work: COMPUTER HARDWARE, SOFTWARE, PERIPHERALS, SUPPLIES AND RELATED EQUIMENT

Procurement Services Contract Area: COMMODITIES

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

Vendor Number: 1010918

Submission Date: [JAN 1 2 2007

Contract (PO) No.: <u>13783</u>
Specification No.: <u>40767</u>
Vendor No.: <u>1010918</u>

PROFESSIONAL SERVICES AGREEMENT

BETWEEN

THE CITY OF CHICAGO
DEPARTMENT OF BUSINESS AND INFORMATION SERVICES

AND

SYSTEM SOLUTIONS, INC.

<u>COMPUTER HARDWARE, SOFTWARE, PERIPHERALS, SUPPLIES AND RELATED
EQUIPMENT (PRIMARY CONTRACT FOR GROUPS A, B, C, D, E)</u>

RICHARD M. DALEY
MAYOR

PROFESSIONAL SERVICES AGREEMENT

TABLE OF CONTENTS

List of Exhibits

AGREEMENT

This Agreement is entered into as of the 1st day of January, 2007 by and between Systems Solution, Inc., a 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 Business and Information Services ("**City**"), at Chicago, Illinois. The City and Contractor agree as follows:

TERMS AND CONDITIONS

ARTICLE 1. DEFINITIONS

1.1 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 of this Agreement, but beyond the description of services required under Section 2.1, 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 9.3 of this Agreement before Contractor is obligated to perform those Additional Services and before the City becomes obligated to pay for those Additional Services.

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

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

"**Chief Information Officer**" means the Chief Information Officer of the Department of Business and Information Services, and any representative authorized in writing to act on the Chief Information Officer's behalf.

"**Department**" means the City Department of Business and Information Services.

"**Product**" means, collectively, the Computer Hardware, Software, Peripherals, Supplies and Related Equipment , listed and described in the Cost Schedule and Exhibit 1 of this Agreement and any and all work necessary to provide them to the standard of performance required in this Agreement.

1

"**Services**" means, collectively, the services, duties and responsibilities described in Article 2 and <u>Exhibit 1</u> of this Agreement and any and all work necessary to complete them or carry them out fully and to the standard of performance required in this Agreement.

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

1.2   Interpretation

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

(b)   All references in this 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.

1.3   Incorporation of Exhibits

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

Exhibit 1	Scope of Services and Time Limits for Performance
Exhibit 2	Schedule of Compensation
Exhibit 3	Special Conditions Regarding MBE/WBE Commitment
Exhibit 4	Economic Disclosure Statement and Affidavit
Exhibit 5	Insurance Requirements and Evidence of Insurance
Exhibit 6	List of Key Personnel

ARTICLE 2. DUTIES AND RESPONSIBILITIES OF CONTRACTOR

2.1 Scope of Services

This description of Products is intended to be general in nature and is neither a complete description of the Contractor's Products nor a limitation on the Products that the Contractor is to provide under this Agreement. Contractor must provide the Products in accordance with the standards of performance set forth in Section 2.3. The Products that Contractor must provide are described in Exhibit 1, Scope of Services and Time Limits for Performance.

2.2 Deliverables

In carrying out its delivery, Contractor must prepare or provide to the City various Deliverables. "Deliverables" include Product, written reviews, recommendations, reports and analyses, produced by Contractor for the City.

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 thirty (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 thirty (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 8.1.

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.

2.3 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 Contractor 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

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~~confidential information and records of the City and with respect to that information, Contractor~~
agrees to be held to the standard of care of a fiduciary. Any review, approval, acceptance of Services or Deliverables or payment for any of the Products 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. 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.

If Contractor fails to comply with the foregoing standards, Contractor must, at the City's option, perform again, at its own expense, all Services and deliveries required to be re-performed as a direct or indirect result of that failure, unless the reason is failure to have and maintain required licensure. See subsection 8.1 (b)(ii) regarding failure to comply with licensure requirements.

2.4   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 and assigned exclusively to perform the Services and delivery of Products. 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 notice in writing from Contractor to the City and with prior written consent of the City.

(b)   Key Personnel

Contractor must not reassign or replace Key Personnel without the written consent of the City. "Key Personnel" means those job titles and the persons assigned to those positions in accordance with the provisions of this Section 2.4(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 must immediately suspend the key person or persons from performing Services under this Agreement and must replace him or them in accordance with the terms of this Agreement. Key Personnel, if any, are identified in Exhibit 6.

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(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 Consultant, an amount sufficient to pay to employees underpaid the difference between the salaries or wages required to be paid under this Agreement and the salaries or wages actually paid these employees for the total number of hours worked. The amounts withheld may be disbursed by the Comptroller for and on account of Contractor to the respective employees to whom they are due. The parties acknowledge that this Section 2.4(c) is solely for the benefit of the City and that it does not grant any third party beneficiary rights.

2.5   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. Consultant'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.

2.6   Insurance

Contractor must provide and maintain at Consultant'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.

2.7   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:

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

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

           (iii)   Consultant's failure to perform or cause to be performed Consultant's promises and obligations as and when required under this Agreement, including Consultant's failure to perform its obligations to any Subcontractor;

           (iv)   the City's exercise of its rights and remedies under Section 8.2 of this Agreement; and

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

           (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 Consultant's breach of this Agreement or to Consultant'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 Consultant'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 Consultant's duties under this Agreement, including the insurance requirements in Exhibit 5 of this Agreement.

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2.8   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 2.9 below, all copyrights inherent in them or their preparation. During performance of its Services, Contractor is responsible for any loss or damage to the Deliverables, data, findings or information while in Consultant's or any Subcontractor's possession. Any such lost or damaged Deliverables, data, findings or information must be restored at the expense of Consultant. 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 2.7.

2.9   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.

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. Contractor will, and will cause all of its Subcontractors, employees, agents and other persons within its control to, execute all documents and perform all acts that the City may reasonably request in order to assist the City in perfecting its rights in and to the copyrights relating to the Deliverables, at the sole expense of the City. Contractor warrants to the City, its successors and assigns, that on the date of transfer Contractor is the lawful owner of good and marketable title in and to the copyrights for the Deliverables and has the legal rights to fully assign them. Contractor further warrants that it has not assigned and will not assign any copyrights and that it has not granted and will not grant any licenses, exclusive or nonexclusive, to any other party, and that it is not a party to any other agreements or subject to any other restrictions with respect to the Deliverables. Contractor warrants that the Deliverables are complete, entire and comprehensive, and that the Deliverables constitute a work of original authorship.

2.10   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 Consultant'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 10.

(b)   Audits

(i)   Contractor and any of Consultant's Subcontractors must furnish the Department with all information that may be requested pertaining to the performance and cost of the Services. Contractor must maintain records showing actual time devoted and costs incurred. Contractor must keep books, documents, papers, records 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 Consultant's allocation to this Agreement of the costs and expenses attributable to any such shared usages.

(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.

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(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 Consultant. 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 five percent (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 fifty percent (50%) of the cost of the audit and fifty percent (50%) of the cost of each subsequent audit that the City conducts;

B.   If, however, the audit has revealed overcharges to the City representing five percent (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 and of each subsequent audit.

Failure of Contractor to reimburse the City in accordance with subsection A or B above is an event of default under Section 8.1 of this Agreement, and Contractor will be liable for all of the City's costs of collection, including any court costs and attorneys' fees.

2.11   Confidentiality

(a)   All Deliverables and reports, data, findings or information in any form prepared, assembled or encountered by or provided by Contractor under this Agreement 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 delivery of Product or 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 Consultant'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.

2.12   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 delivery of Product or 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 are subject to the prior approval of the Chief Procurement Officer. Approval for the use of any Subcontractor in performance of the delivery of Product or Services is conditioned upon performance by the Subcontractor in accordance with the terms and conditions of this Agreement. If any Subcontractor fails to perform the delivery of Product or Services in accordance with the terms and conditions of this Agreement to the satisfaction of the Department, 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 delivery of Product or 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 furnish upon request of the Chief Procurement Officer or the Department a copy of its agreement. Contractor must ensure that all subcontracts contain provisions that require the delivery of Product or Services be performed in strict accordance with the requirements of this Agreement, provide that the Subcontractors are subject to all the terms 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 Consultant'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.

ARTICLE 3. DURATION OF AGREEMENT

3.1   Term of Performance

This Agreement takes effect as of the Effective Date and continues, except as provided under Sections 4.4 or Article 8, until the later of (i) December 31, 2011, as that date may be extended under Section 3.3, or (ii) completion of the final task assigned before the date, if and as extended, in (i).

3.2   Timeliness of Performance

(a)   Contractor must provide the delivery of Product, Services and Deliverables within the time limits required under any purchase order release or request for quote pursuant pursuant to the provisions of Section 2.1 and Exhibit 1.   **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 delivery of Product or performance of the Services, whether or not caused by the City.

3.3   Agreement Extension Option

The Chief Procurement Officer may at any time before this Agreement expires elect to extend this Agreement for up to three (3) years, under the same terms and conditions as this original Agreement, by written amendment in accordance with Section 9.3.

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ARTICLE 4. COMPENSATION

4.1   Basis of Payment

The City will pay Contractor according to the Schedule of Compensation in the attached Exhibit 2 for the delivery of Product and completion of the Services in accordance with this Agreement, including the standard of performance in Section 2.3.

4.2   Method of Payment

Contractor must submit monthly invoices to the City for Products 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 sixty (60) days after receipt of invoices and all supporting documentation necessary for the City to verify the Product or Services provided under this Agreement.

4.3   Funding

The source of funds for payments under this Agreement is Fund number 006-0100-0062005-0446 (Various). Payments under this Agreement must not exceed $64,289,967.00 without a written amendment in accordance with Section 9.3. Funding for this Agreement is subject to the availability of funds and their appropriation by the City Council of the City.

4.4   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.

ARTICLE 5. 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 by means of a common law writ of certiorari.

ARTICLE 6. COMPLIANCE WITH ALL LAWS

6.1 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 6, 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, Consultant'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.

6.2 Nondiscrimination

(a)   **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.

(b)   **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.

(c) Subcontractors

Contractor must incorporate all of this Section 6.2 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.

6.3 Inspector General

It is the duty of any bidder, proposer or Consultant, 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, Consultant, 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.

6.4 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 6.4 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.

6.5 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.

6.6   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 twenty five (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)   Consultant'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

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are met, and will continue until the end of the term of this Agreement.

(c)   As of July 1, 2006, the Base Wage is $10.00 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.

6.7   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,

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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.

6.8   Prohibition on Certain Contributions

Contractor agrees that Consultant, 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 Consultant, (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. 05-1 or to entice, direct or solicit others to intentionally violate this provision or Mayoral Executive Order No. 05-1.

Contractor agrees that a violation of, non-compliance with, misrepresentation with respect to,

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or breach of any covenant or warranty under this provision or violation of Mayoral Executive Order No. 05-1 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. 05-1 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."

6.9   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.

6.10   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.

6.11   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)

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(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 7. SPECIAL CONDITIONS

7.1   Warranties and Representations

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

(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 five (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 Product delivery and 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 delivery of Product and 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;

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(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 8.2 and 8.3 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 Consultant"means a person or entity that directly (or indirectly through one or more intermediaries) controls, is controlled by or is under common control with Consultant. 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.

7.2   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.

7.3   Joint and Several Liability

If Contractor, or its successors or assigns, if any, is comprised of more than one (1) 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.

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7.4 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.

7.5 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 7.5 as "**Contracting 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, Contracting Parties must disclose to the City their past client lists and the names of any clients with whom they have an ongoing relationship. Contracting Parties are not permitted to perform any Services for the City on applications or other documents submitted to the City by any of Contracting Parties' past or present clients. If Contracting 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 Contracting Parties assist the City in determining the advisability or feasibility of a project or in recommending, researching, preparing, drafting or issuing a request for a quote for a project, the Contracting Parties must not participate, directly or indirectly, as a prime, subcontractor or joint venturer in that project or in the preparation of a quote or bid for that project during the term of this Agreement or afterwards. The Contracting Parties may, however, assist the City in reviewing the quote or bids for the project if none of the Contracting Parties have a relationship with the persons or entities that submitted the proposals or bids for that project.

(e) Further, Contracting Parties must not assign any person having any conflicting interest to perform any deliveries of Product or Services under this Agreement or have access to any confidential information, as described in Section 2.11 of this Agreement. If the City, by the Commissioner in his reasonable judgment, determines that any of Contracting Parties' services for others conflict with the delivery of Product or Services that Contracting Parties are to render

for the City under this Agreement, Contracting 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, Contracto rrepresents 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.

7.6   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.

7.7   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 8. EVENTS OF DEFAULT, REMEDIES, TERMINATION, SUSPENSION AND RIGHT TO OFFSET

8.1   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 obligations under this Agreement including the following:

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(i)   Failure to deliver Product or perform the Services with sufficient personnel and equipment or with sufficient material to ensure the timely delivery of Product or performance of the Services;

(ii)   Failure to have and maintain all professional licenses required by law to perform the Services;

(iii)   Failure to timely deliver the Product or perform the Services;

(iv)   Failure to deliver the Product or perform the Services in a manner reasonably satisfactory to the Chief Information Officer or the Chief Procurement Officer or inability to deliver the Product or perform the Services satisfactorily as a result of insolvency, filing for bankruptcy or assignment for the benefit of creditors;

(v)   Failure to promptly re-deliver or re-perform, as required, within a reasonable time and at no cost to the City, Products or Services that are rejected as erroneous or unsatisfactory;

(vi)   Discontinuance of the Product for reasons within Contractor's reasonable control;

(vii)   Failure to comply with Section 6.1 in the performance of the Agreement;

(viii)   Failure promptly to update EDS(s) furnished in connection with this Agreement when the information or responses contained in it or them is no longer complete or accurate; and

(ix)   Any other acts specifically stated in this Agreement as constituting an act of default.

(c)   Any change in ownership or control of Contractor 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 6.1(a).

8.2   Remedies

(a)   Notices. The occurrence of any event of default permits the City, at the City's sole option, to declare Contractor in default. The Chief Procurement Officer may in her sole discretion give Contractor an opportunity to cure the default within a certain period of time, which period of time must not exceed thirty (30) days unless extended by the Chief Procurement Officer. Whether to declare Contractor in default is within the sole discretion of the Chief Procurement Officer and neither that decision nor the factual basis for it is subject to review or challenge under the Disputes provision of this Agreement.

The Chief Procurement Officer will give Contractor written notice of the default, either in the form of a cure notice ("**Cure Notice**"), or, if no opportunity to cure will be granted, a default notice ("**Default Notice**"). If the Chief Procurement Officer gives a Default Notice, she will also indicate any present intent she may have to terminate this Agreement, and the decision to terminate is final and effective upon giving the notice. If the Chief Procurement Officer decides not to terminate, this decision will not preclude her from later deciding to terminate the Agreement in a later notice, which will be final and effective upon the giving of the notice or on the date set forth in the notice, whichever is later. The Chief Procurement Officer may give a Default Notice if Contractor fails to effect a cure within the cure period given in a Cure Notice. When a Default Notice with intent to terminate is given as provided in this Section 8.2 and Article 10, Contractor must discontinue any delivery of Product or Services, unless otherwise directed in the notice, and deliver all materials accumulated in the performance of this Agreement, whether completed or in the process, to the City.

(b)   Exercise of Remedies. After giving a Default Notice, the City may invoke any or all of the following remedies:

(i)   The right to take over and complete the delivery of Product or 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 Product, 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 Product that were assumed by the City as agent for Contractor under this Section 8.2;

(ii)   The right to terminate this Agreement as to any or all of the Product yet to be purchased effective at a time specified by the City;

(iii)   The right of specific performance, an injunction or any other appropriate equitable remedy;

(iv)   The right to money damages;

(v)   The right to withhold all or any part of 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 Consultant 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, she 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 Products and 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.

8.3   Early Termination

(a)   In addition to termination under Sections 8.1 and 8.2 of this Agreement, the City may terminate this Agreement, or all or any portion of the delivery of Product or Services to be performed under it, at any time by a notice in writing from the City to Consultant. The City will give notice to Contractor in accordance with the provisions of Article 10. 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 in full, all deliveries of Product or 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 ten (10) days after the date the notice is considered received as provided under Article 10 of this Agreement (if no date is given) or upon the effective date stated in the notice.

(b)   After the notice is received, Contractor must restrict its activities, and those of its Subcontractors, to winding down any reports, analyses, or other activities previously begun. No costs incurred after the effective date of the termination are allowed. Payment for any Products delivered or Services actually and satisfactorily performed before the effective date of the termination is on the same basis as set forth in Article 4, but if any compensation is described or provided for on the basis of a period longer than ten (10) days, then the compensation must be

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prorated accordingly. No amount of compensation, however, is permitted for anticipated profits on undelivered Product or unperformed Services. The City and Contractor must attempt to agree on the amount of compensation to be paid to Contractor, but if not agreed on, the dispute must be settled in accordance with Article 5 of this Agreement. The payment so made to Contractor is in full settlement for all Product delivered or Services satisfactorily performed under this Agreement.

(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 8.1 and 8.2 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 8.3.

8.4   Suspension

The City may at any time request that Contractor suspend its delivery of Product or Services, or any part of them, by giving fifteen (15) days prior written notice to Contractor or upon informal oral, or even no notice, in the event of emergency. No costs incurred after the effective date of such suspension are allowed. Contractor must promptly resume its delivery of Product or 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 delivery of Product or Services. Any additional costs or expenses actually incurred by Contractor as a result of recommencing the delivery of Product or Services must be treated in accordance with the compensation provisions under Article 4 of this Agreement.

No suspension of this Agreement is permitted in the aggregate to exceed a period of forty-five (45) days within any one (1) year of this Agreement. If the total number of days of suspension exceeds forty-five (45) days, Contractor by written notice to the City may treat the suspension as an early termination of this Agreement under Section 8.3.

8.5   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 in any or all of the following circumstances:

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(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 8.2 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 delivery of Product or 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.

(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.

ARTICLE 9. GENERAL CONDITIONS

9.1 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.

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(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 Products to be delivered or 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.

9.2 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.

9.3 Amendments

No changes, amendments, modifications or discharge of this Agreement, or any part of it are valid unless in writing and signed by the authorized agent of Contractor and by the Mayor, Comptroller, and Chief Procurement Officer of the City or their respective successors and assigns. The City incurs no liability for Additional Services without a written amendment to this Agreement under this Section 9.3.

Whenever under this Agreement Contractor is required to obtain the City's prior written approval, the effect of any approval that may be granted pursuant to Contractor's request is

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prospective only from the later of the date approval was requested or the date on which the action for which the approval was sought is to begin. In no event is approval permitted to apply retroactively to a date before the approval was requested.

9.4 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.

9.5 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.

9.6 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.

9.7 Cooperation

Contractor must at all times cooperate fully with the City and act in the City's best interests. If this Agreement is terminated for any reason, or if it is to expire on its own terms, Contractor must make every effort to ensure an orderly transition to another provider of the Product or Services. if any, orderly demobilization of its own operations in connection with the

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Product or Services, uninterrupted provision of delivery of Product or 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.

9.8 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.

9.9 Electronic Ordering and Invoices

The Contractor shall cooperate in good faith with the City in implementing electronic ordering and invoicing, including but not limited to catalogs, purchase orders, releases, and invoices. Contractor shall accept electronic purchase orders and releases upon request of the Chief Procurement Officer. Contractor shall provide the City electronic catalogs, copies of invoices and other electronic documents upon request. 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 Consultant. 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 Consultant, 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.

9.10 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

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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), 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.

ARTICLE 10. 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 Business and Information Services
                       Daley Center-27th Floor
                       50 W. Washington Blvd.
                       Chicago, Illinois 60602
                       Attention: Commissioner

                       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: System Solutions, Inc.
                       3630 Commercial Ave.
                       Northbrook, Illinois 60062
                       Attention: Naushad Ali

Changes in these addresses must be in writing and delivered in accordance with the provisions of this Article 10. Notices delivered by mail are considered received three (3) days

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after mailing in accordance with this Article 10. Notices delivered personally are considered effective upon receipt. Refusal to accept delivery has the same effect as receipt.

ARTICLE 11. 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.]

SIGNATURE PAGE

SIGNED at Chicago, Illinois:

(System Solutions, Inc.[1])

By: *NAUSHAD S. ALI*

Its: *President*

Attest: *Naushad S. Ali*

State of *ILLINOIS*

County of *COOK*

This instrument was acknowledged before me on _____ *12/19/06* _____ (date) by
_____ *NAUSHAD ALI* _____ (name/s of person/s) as _____ *PRESIDENT* _____
_____ (type of authority, e.g., officer, trustee, etc.) of *SYSTEM SOLUTIONS INC.*
(name of party on behalf of whom instrument was executed).

_____
(Signature of Notary Public)   Seal:

Commission Expires: *04/16/08*

> "OFFICIAL SEAL"
> FAEZA SALEHBHAI
> NOTARY PUBLIC STATE OF ILLINOIS
> COMMISSION EXPIRES 04/16/08

CITY OF CHICAGO

By: _____
Chief Procurement Officer

_____
Comptroller

_____
Mayor

[1]If Contractor is a joint venture or other legal entity for which this signature format is inappropriate, please substitute an appropriate signature page with appropriate attestation and notarization.

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EXHIBIT 1
SCOPE OF SERVICES

Exhibit 1

Scope of Services

1. It is the intent of the City to award one (1) Agreement to a "Primary Vendor", per Group, based on the Highest Percentage Discount off Manufacturer's Price Lists resulting in the Lowest Total Price proposed by Respondent meeting all the terms and conditions of this RFQ

    However, to ensure no disruption in service and delivery of Computer Software, Hardware, Peripherals, Supplies and Related Equipment specified herein to the City of Chicago, the Chief Procurement Officer reserves the right to award a separate Agreement to "Secondary and Tertiary Vendors", for each Group, meeting all the terms and conditions of this RFP

    Departments will place orders with the "Secondary Vendor" only in the event that the "Primary Vendor" is found to be in Default of the Agreement. Also, should the "Secondary Vendor" be found in Default, Departments will be able to order from the "Tertiary Vendor."

2. Respondent must act as a licensing agent for the various listed and unlisted software manufacturers to facilitate the sale of perpetual and non-perpetual software licenses to the City of Chicago and its Sister Agencies. Respondent must have the ability to provide software upgrades and service outdated software. Upgrade is defined as an agreement purchased against a copy of software where the manufacturer agrees to provide software, documentation and service such as, but not limited to, new versions, patches, corrections and assistance with defects in the software Product.

    Respondent must provide maintenance of Software being acquired pursuant to the specifications to include preventative maintenance, remedial maintenance as may be required, and program changes, updates, and enhancements which may be furnished by Respondent and/or Software manufacturer

    The City may opt to purchase support for the licensed software if bundled with software subscriptions The support must provide comprehensive direct phone, web, and email access to technical support specialists for problem resolution, bug reporting, documentation clarification and technical guidance.

3. A separate license is required for each machine on which any licensed software will be utilized.

    The City is authorized to transfer the license to and use the licensed software on a backup machine when the designated machine or an associated unit required for use of the licensed software is temporarily inoperable and until operable status is restored and processing on the backup machine is completed. Also, if another machine for assembly or compilation of the licensed Software if the designated machine and its associated units do not provide the configuration required for assembly or completion.

    Each additional license for Software (operating or applications) already licensed by the City under the Contract will be ordered separately. For additional licenses, in lieu of distribution from the Contractor, the City may elect to copy the licensed Software previously distributed to the City by the Contractor in machine readable form. Permission to copy granted will not apply to licensed Software provided in printed form.

    In addition to the basic license for Software for each machine, the City may as part of the specifications require the Respondent to provide alternate types of licenses such as.

Installation License- the City is authorized to use the licensed Software on any other machine in the same installation as the designated machine Same installation means a single room or contiguous rooms

Location License- the City is authorized to use the licensed Software on any other machine in the same location as the designated machine Same location means single mailing address and contained within a single building.

Distributed License- the City is also authorized to use the licensed Software on other machines not covered under the Installation or Location License

4. Technology Upgrades-Set forth in the Cost Schedule is a list of the hardware equipment and other equipment components to be purchased by the City to operate the listed software. The hardware configuration sets forth the minimum specifications and capacity requirements that are necessary and sufficient for the daily operation of City departments.

The City may procure and deploy a configuration that varies from the listed Hardware and such deployed configuration will be deemed the recommended hardware configuration so long as such deployed configuration provides no less than the capacity and processing power provided by the recommended Hardware.

The recommended Hardware configuration includes any changes made thereto following the initial deployment hereunder that are agreed upon by the parties or are otherwise made in connection to this Agreement or the City's technology upgrade programs as established by the City from time to time

5 Technical Reference Manuals- Respondent must provide on or before the required delivery date for Computer Hardware, Software, Peripherals, Supplies, Related Equipment, one (1) complete set of all applicable reference manuals. Unless otherwise expressly prohibited by the Respondent/Manufacturer, said manuals may be reproduced by the City for its own internal use

6. At a minimum, the Respondent must provide monthly, quarterly and annual reports in an electronic Excel spreadsheet format to the Department of Business and Information Services and respective Using Department indicating total purchases of Computer Hardware, Software, Peripherals, and Related Equipment and total spend per department. Minimum reporting requirements include.

All Computer Hardware, Software, Peripherals, Supplies, Related Equipment, licenses, maintenance, support and upgrades purchased by departments, purchase order number, invoice number and date, list price, City price, quantity purchased, extended price, manufacturer name, and part number Contractor must also submit a summary of all City of Chicago software use within thirty (30) business days of Contract expiration or termination.

The Chief Procurement officer reserves the right to request additional reports through out the Contract term

7. Respondent must make deliveries at no charge, (F O.B.), City of Chicago, to various City Departments or Sister Agencies, to various shipping locations, regardless of the purchase order release amount.

Deliveries of Listed Products must be made to the City no later than thirty (30) business days from the time specified on the purchase order release, unless a later delivery date is approved by BIS All Unlisted Products must be delivered on or before the delivery time and date specified on the purchase order release.

Orders for all Personal Computers (PC's) and Laptops must ship to the configuration and staging center located at Computer Services and Consulting, Inc. (CS&C), Attn: Terry Crozier, 1613 S Michigan, Chicago, Illinois 60616 unless prior approval for different shipping arrangements are obtained from the Department of Business and Information Services. Respondent must call Terry Crozier at 312-360-1100 to make an appointment prior to delivery.

Also, the Respondent must be able to provide and arrange desktop delivery The driver is required to make desktop deliveries to locations specified on the purchase order release Drivers must have proper identification such as a driver's license and/or company identification. Trucks or vehicles may be subject to inspection by a City of Chicago Security Officer or authorized City personnel before entering any City facility

Deliveries must be made between the hours of 7 a m through 4 p m , Monday through Friday, excluding any holidays.

The City reserves the right to add or delete locations as required during the contract period.

RICHARD J. DALEY CENTER AND CITY HALL DELIVERIES

The following procedures must be adhered to for deliveries to the Richard J Daley Center and City Hall:

- All deliveries must be pre-arranged utilizing the attached form. Notification must be provided at least forty-eight (48) hours in advance during the week and at least seventy-two (72) hours in advance for weekends and Mondays. A form will need to be filled out for each delivery Fax completed forms to the Richard J Daley Center, Office of the Building at (312) 603-6950 Call (312) 603-7890 to verify receipt of the fax and approval prior to making deliveries.

- Every delivery made to the building must be made by a pre-approved driver from your company We require that your company furnish legible photocopies of your staff's valid driver's licenses (including replacement drivers). Copies need only be sent once. In addition, photographs of pre-approved drivers will be taken for the record

- All delivery personnel will receive a temporary identification badge that must be worn at all times while in the building.

- All delivery vehicles will be searched prior to gaining access to the dock area.

- All unauthorized deliveries and unapproved drivers will not be allowed entrance into the building.

8   Notice of Delay or Impossibility- The Respondent must notify the Using Department within twenty-four (24) hours of receiving the purchase order release from the City of any Products that cannot be delivered for any reason within the time periods required. The Respondent must provide a written explanation of the reasons why the Products cannot be delivered in a timely manner, and a recommendation either; (1) for Product substitutions or other equipment solutions that will allow the City to achieve the same or better functionality, or (2) for variations from the terms of this contract (e g. an extension of time to accommodate a manufacturer's delay) that will allow the Respondent to supply the merchandise. The City will have the sole discretion to accept or reject any or all recommendation of equipment substitutions and/or variations from the specifications herein.

In such instances that a Manufacturer discontinues a product, the Contractor must work with the BIS to identify and implement alternative options that maintain or reduce costs associated with the replacement.

Delivery of Listed Product must be made no more than seventy-two (72) hours after the delivery date specified on the quotation.

9.   Return of Listed Products - The City may return any Product that is listed on the proposal pages for any reason, if the City notifies the Respondent of its intent to do so within forty-five (45) days of the City's receipt of the Products

Return of Unlisted Products - The City may return any Unlisted Product up to forty-five (45) days after delivery of the Product to the City

All unopened Products may be returned by the City for a full value within thirty (30) days of receipt. All opened Products may be returned for full value within sixty (60) days of receipt.

10   Catalogs/Price Lists- All pricing will be governed by the latest editions or supplements to current Manufacturer's published price lists unless specified otherwise on the Proposal Page. The Respondent will be responsible for notifying the Chief Procurement Officer, at least thirty (30) calendar days in advance of any price changes and/or issuance of revised price lists prior to submittal of invoices with new prices

The Respondent is prohibited from providing any products that do not fall within a specific Group category. The Chief Procurement Officer reserves the right to restrict the purchase of any product or group of products contained within the Group category. For example. Group A: Computer Hardware, only hardware products can be purchased from this category   Therefore, no software, peripherals, network equipment or communication distribution products can be purchased from Group A

The Chief Procurement Officer further reserves the right to lift restrictions or make changes to the restricted items at any time, when it is deemed to be in the best interest of the City The Groups are as follows

Group A- Software

Group B- Hardware-Dell

Group C- Hardware-Hewlett Packard

Group D- Hardware/Software-Sun Microsystems

Group E- Peripherals

Group F- Networking Equipment

Group G- Communication Distribution Products

Group H- Supplies, etc.

11. The Department of Business and Information Services technical architecture team will review each order for Products. This review will consider the following factors:

- Adherence to City standards;

- Feature/functions of manufacturer's current model;

- Availability of product to meet City requirements,

- Track record of the manufacturer's equipment both inside and outside the City;

- Support availability from the City's outsourcer under the terms of their contract;

- Total Cost of Ownership as defined by an independent research firm;

- Current mixture of brands within the procuring department;

- Guarantee by manufacturer to utilize exactly the same components for all devices in a single order.

12. The following items can be purchased by City of Chicago Using Departments without prior written approval by the Department of Business and Information Services:

- Standard PC's

- Standard Desktop Printers

- Standard Desktop Scanners

BIS will provide the Respondent with a complete list of City of Chicago standard hardware after award of Agreement

The following items require pre-approval from BIS before items are purchased and shipped to any Using Department:

- Network Devices (hubs, switches, routers, etc.)

- Network Printers

- Software

- Servers

- Server and PC upgrades (memory, disks, processors, etc)

- Any PC's, printers (including color printers) or scanners other than the standard items listed above

Failure to get prior approval from BIS on the items listed above will be cause to find the Contractor in default of this requirement and may result in the termination of Contract.

13.   Unspecified Computer Hardware/Software, Peripherals, Supplies and Related Equipment-

Any Computer Hardware/Software, Peripherals, Supplies and Related Equipment not specifically listed herein may be added to this Agreement if they fall within the same specific category of Computer Hardware/Software, Peripherals, Supplies and Related Equipment originally awarded (e.g. Computer Hardware/Software, Peripherals, Supplies and Related Equipment, etc.). The lifetime dollar usage of each line item for the proposed Computer Hardware/Software, Peripherals, Supplies and Related Equipment added to this Agreement must not exceed ten percent (10%) of the original Contract award amount.

The Department of Business and Information Services will notify the Contractor in writing of the required Computer Hardware/Software, Peripherals, Supplies and Related Equipment. A written request for price proposal for the addition of the proposed Computer Hardware/Software, Peripherals, Supplies and Related Equipment will be sent to the Contractor by the Department of Business and Information Services. Such Computer Hardware/Software, Peripherals, Supplies and Related Equipment may be added to the Agreement only if the prices are competitive with current market prices and said Computer Hardware/Software, Peripherals, Supplies and Related Equipment are approved by the Chief Procurement Officer in the form of a written Amendment signed by the Contractor and the City. The Chief Procurement Officer reserves the right to seek competitive pricing information on said Computer Hardware/Software, Peripherals, Supplies and Related Equipment from other suppliers and to procure such Computer Hardware/Software, Peripherals, Supplies and Related Equipment in a manner which serves the best interest of the City.

Any such Computer Hardware/Software, Peripherals, Supplies and Related Equipment provided by the Contractor, without a properly executed Amendment are provided entirely at the Contractor's risk Consequently, in the event that such Amendment is not executed by the City, the Contractor hereby releases the City from any liability whatsoever to pay for any Computer Hardware/Software, Peripherals, Supplies and Related Equipment provided prior to the Contractor's receipt of the fully signed Amendment.

14   Patents & Copyrights- The City reserves an exclusive, perpetual and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for City purposes, including, but not limited to, commercial exploitation, (i) the copyright or patent in any work developed under this Proposal, and (ii) any rights of copyright or patent to which the Respondent purchases ownership with the funds awarded pursuant to this Proposal

If the federal government determines that a patent or copyright which is developed or purchased by the Respondent serves a federal government purpose, a royalty-free, non-exclusive and irrevocable license will vest in the federal government The Respondent must promptly and fully report to the federal government any discovery or invention arising out of, or developed in conjunction with the services for a determination as to

whether patent protection on such invention or discovery should be sought The rights to such patent will be administered as set forth above and in 37 C F R part 401 and in 28 C.F R '66 34

Ownership of Documents- All required submittals including but not limited to work products, materials, documents, and reports, if any, described in this Proposal, will be the property of the City. Respondent will be responsible for any loss or damage to the documents while they are in its possession and any such document lost or damaged will be restored at the expense of the Contractor If not restorable, the Respondent will be responsible for any loss suffered by the City on account of such destruction. Full access to all finished or unfinished document, data, studies and reports to be prepared by Respondent hereunder during the performance of this Contract will be available to the City during normal business hours upon reasonable notice

Hold Harmless- Unless prohibited by state law, upon request by the Federal government, Respondent will indemnify, save, and hold harmless the City and its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the Contractor of proprietary rights, patents, copyrights, or rights of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any material or data produced under the Contract

EXHIBIT 2
SCHEDULE OF COMPENSATION

Cost Schedule

Line Item	Group	SSI	Commodity Code	Estimated Annual Purchase	Discount off MSRP	Extended Price
	A	**Software**				
1	A	Adobe	20880.01	$50,000	0.1522	$ 42,390.00
2	A	Adobe annual support/maintenance	92045.26	$100,000	0.0521	$ 94,790.00
3	A	Altiris, Inc.	20880.20	$50,000	0.5600	$ 22,000.00
4	A	Altiris, Inc. annual support/maintenance	92045.85	$10,000	0.0240	$ 9,760.00
5	A	Apple	20890.02	$5,000	0.0515	$ 4,742.50
6	A	Apple annual support and maintenance	92045.51	$5,000	0.0610	$ 4,695.00
7	A	Applimation	20880.04	$50,000	0.0520	$ 47,400.00
8	A	Applimation annual support/maintenance	92045.01	$50,000	0.0630	$ 46,850.00
9	A	Appworx	20880.06	$20,000	0.0611	$ 18,778.00
10	A	Appworx annual support/maintenance	92045.28	$100,000	0.0573	$ 94,270.00
11	A	Autodesk	20837.01	$10,000	0.1021	$ 8,979.00
12	A	Autodesk annual support/maintenance	92045.29	$5,000	0.0940	$ 4,530.00
13	A	Avid	20880.07	$10,000	0.0660	$ 9,340.00
14	A	Avid annual support/maintenance	92045.30	$1,000	0.0540	$ 946.00
15	A	BEA	20890.74	$250,000	0.2511	$ 187,225.00
16	A	BEA annual support/maintenance	92045.02	$500,000	0.1009	$ 449,550.00
17	A	Bentley Systems	20841.02	$10,000	0.0613	$ 9,387.00
18	A	Bentley Systems annual support/maintenance	92045.56	$5,000	0.0721	$ 4,639.50
19	A	Bindview	20890.85	$10,000	0.2800	$ 7,200.00
20	A	Bindview annual support/maintenance	92045.03	$50,000	0.1000	$ 45,000.00
21	A	Borland	20853.02	$2,000	0.0512	$ 1,897.60
22	A	Borland annual support/maintenance	92045.57	$2,000	0.0500	$ 1,900.00
23	A	Bottomline	20810.02	$20,000	0.0200	$ 19,600.00
24	A	Bottomline annual support/maintenance	92045.58	$10,000	0.0200	$ 9,800.00
25	A	Business Objects	20888.01	$100,000	0.0900	$ 91,000.00
26	A	Business Objects annual support/maintenance	92045.27	$100,000	0.0900	$ 91,000.00
27	A	Checkpoint	20890.89	$20,000	0.3500	$ 13,000.00
28	A	Checkpoint annual support/maintenance	92045.04	$15,000	0.1000	$ 13,500.00
29	A	Citrix	20890.01	$20,000	0.3444	$ 13,112.00
30	A	Citrix annual support/maintenance	92045.06	$50,000	0.3422	$ 32,890.00
31	A	Computer Associates	20890.79	$10,000	0.1430	$ 8,570.00
32	A	Computer Associates annual support/mainten	92045.07	$10,000	0.1000	$ 9,000.00
33	A	Corel	20860.01	$10,000	0.1200	$ 8,800.00

Computer, Hardware, Software, Peripherals, Supplies and Related Equipment

Line Item	Group	SSI	Commodity Code	Estimated Annual Purchase	Discount off MSRP	Extended Price
34	A	Corel annual support/maintenance	92045.31	$10,000	0.0500	$ 9,500.00
35	A	Deploy Solutions	20851.01	$10,000	0.0200	$ 9,800.00
36	A	Deploy Solutions annual support/maintenance	92045.68	$10,000	0.0200	$ 9,800.00
37	A	Eagle Point	20868.05	$10,000	0.1013	$ 8,987.00
38	A	Eagle Point annual support/maintenance	92045.66	$5,000	0.1000	$ 4,500.00
39	A	EMC	20890.27	$30,000	0.1200	$ 26,400.00
40	A	EMC annual support/maintenance	92045.08	$30,000	0.3600	$ 19,200.00
41	A	Extensis	20868.06	$10,000	0.0520	$ 9,480.00
42	A	Extensis annual support/maintenance	92045.72	$10,000	0.0500	$ 9,500.00
43	A	Faronics	20840.02	$5,000	0.0810	$ 4,595.00
44	A	Faronics annual support/maintenance	92045.32	$2,000	0.0800	$ 1,840.00
45	A	FAST search	20890.02	$100,000	0.0700	$ 93,000.00
46	A	FAST search annual support/maintenance	92045.10	$30,000	0.0700	$ 27,900.00
47	A	Filenet	20890.06	$100,000	0.2500	$ 75,000.00
48	A	Filenet annual support/maintenance	92045.11	$20,000	0.2500	$ 15,000.00
49	A	Fujitsu/Softek	20846.01	$20,000	0.0500	$ 19,000.00
50	A	Fujitsu/Softek annual support/maintenance	92045.12	$20,000	0.0500	$ 19,000.00
51	A	Gforge	20868.01	$10,000	0.0200	$ 9,800.00
52	A	Gforge annual support/maintenance	92045.33	$5,000	0.0200	$ 4,900.00
53	A	Heat	20860.09	$20,000	0.0500	$ 19,000.00
54	A	Heat annual support/maintenance	92046.01	$5,000	0.0500	$ 4,750.00
55	A	Hitachi	20890.68	$30,000	0.4516	$ 16,452.00
56	A	Hitachi annual support/maintenance	92045.13	$30,000	0.1500	$ 25,500.00
57	A	Hitec	20860.19	$10,000	0.0200	$ 9,800.00
58	A	Hitec annual support/maintenance	92045.75	$5,000	0.0200	$ 4,900.00
59	A	Infocorp	20846.10	$10,000	0.2500	$ 7,500.00
60	A	Infocorp annual support/maintenance	92045.73	$10,000	0.2500	$ 7,500.00
61	A	iLog	20867.05	$100,000	0.3201	$ 67,990.00
62	A	iLog annual support/maintenance	92045.59	$20,000	0.3200	$ 13,600.00
63	A	Intellireach	20890.92	$50,000	0.1000	$ 45,000.00
64	A	Intellireach annual support/maintenance	92045.14	$100,000	0.0500	$ 95,000.00
65	A	Jaws	20860.10	$2,000	0.0300	$ 1,940.00
66	A	Jaws annual support/maintenance	92045.35	$1,000	0.0300	$ 970.00
67	A	Juniper Networks	20890.20	$10,000	0.0500	$ 9,500.00

Computer, Hardware, Software, Peripherals, Supplies and Related Equipment

Line Item	Group	SSI	Commodity Code	Estimated Annual Purchase	Discount off MSRP	Extended Price
68	A	Juniper Networks annual support and mainten	92045.52	$5,000	0.0500	$ 4,750.00
69	A	Landesk	20890.72	$10,000	0.1000	$ 9,000.00
70	A	Landesk annual support/maintenance	92045.15	$130,000	0.1200	$ 114,400.00
71	A	Legato	20890.24	$100,000	0.3600	$ 64,000.00
72	A	Legato annual support/maintenance	92045.16	$50,000	0.1200	$ 44,000.00
73	A	Macromedia	20854.02	$10,000	0.0500	$ 9,500.00
74	A	Macromedia	92045.36	$5,000	0.0560	$ 4,720.00
75	A	McAfee	20890.91	$30,000	0.1130	$ 26,610.00
76	A	McAfee annual support/maintenance	92045.17	$100,000	0.1200	$ 88,000.00
77	A	MCM Technology	20810.52	$10,000	0.0500	$ 9,500.00
78	A	MCM Technology annual support/maintenance	92045.60	$5,000	0.0500	$ 4,750.00
79	A	Merant	20942.01	$70,000	0.0500	$ 66,500.00
80	A	Merant annual support/maintenance	92045.37	$20,000	0.0500	$ 19,000.00
81	A	Mitratech	20890.21	$20,000	0.0200	$ 19,600.00
82	A	Mitratech annual support/maintenance	92045.86	$5,000	0.0200	$ 4,900.00
83	A	Microsoft Select Agreement Level D	20890.71	$250,000	0.1300	$ 217,500.00
84	A	Network Associates	20890.90	$10,000	0.0640	$ 9,360.00
85	A	Network Associates annual support/maintenar	92045.18	$10,000	0.0500	$ 9,500.00
86	A	Network General	20890.23	$5,000	0.0200	$ 4,900.00
87	A	Network General annual support and maintena	92045.53	$5,000	0.0200	$ 4,900.00
88	A	NewSoft	20890.11	$1,000	0.0500	$ 950.00
89	A	NewSoft annual support/maintenance	92045.38	$1,000	0.0500	$ 950.00
90	A	Novell MLA	20890.76	$20,000	0.1000	$ 18,000.00
91	A	Novell MLA annual support/maintenance	92045.19	$400,000	0.1000	$ 360,000.00
92	A	Nuance	20890.12	$5,000	0.0200	$ 4,900.00
93	A	Nuance annual support/maintenance	92045.39	$2,000	0.0200	$ 1,960.00
94	A	O'Pin Systems	20890.03	$100,000	0.1200	$ 88,000.00
95	A	O'Pin Systems annual support/maintenance	92045.21	$70,000	0.1200	$ 61,600.00
96	A	Palm	20890.15	$5,000	0.0540	$ 4,730.00
97	A	Palm annual support/maintenance	92045.54	$5,000	0.0500	$ 4,750.00
98	A	Pentax	20888.01	$10,000	0.0570	$ 9,430.00
99	A	Pentax annual support/maintenance	92045.62	$10,000	0.0500	$ 9,500.00
100	A	Personal Information Manager Software	20890.22	$50,000	0.0520	$ 47,400.00
101	A	Personal Information Manager Software suppc	92045.87	$10,000	0.0500	$ 9,500.00

Computer, Hardware, Software, Peripherals, Supplies and Related Equipment

Cost Schedule

Line Item	Group	SSI	Commodity Code	Estimated Annual Purchase	Discount off MSRP	Extended Price
102	A	Prosoft	20890.70	$1,000	0.0500	$ 950.00
103	A	Prosoft annual support/maintenance	92045.41	$1,000	0.0500	$ 950.00
104	A	Intellisync	20827.01	$1,000	0.0500	$ 950.00
105	A	Intellisync annual support/maintenance	92045.34	$1,000	0.0500	$ 950.00
106	A	Qarbon	20850.10	$5,000	0.0500	$ 4,750.00
107	A	Qarbon annual support/maintenance	92045.63	$5,000	0.0500	$ 4,750.00
108	A	Olympus	20860.17	$5,000	0.0500	$ 4,750.00
109	A	Olympus annual support/maintenance	92045.61	$5,000	0.0500	$ 4,750.00
110	A	Quark	20839.01	$3,000	0.0500	$ 2,850.00
111	A	Quark annual support/maintenance	92045.42	$1,000	0.0500	$ 950.00
112	A	Readsoft	20880.13	$50,000	0.0500	$ 47,500.00
113	A	Readsoft annual support/maintenance	92045.43	$20,000	0.0500	$ 19,000.00
114	A	RealInfo	20837.03	$60,000	0.0500	$ 57,000.00
115	A	RealInfo annual support/maintenance	92045.55	$20,000	0.0500	$ 19,000.00
116	A	Recruitmax	20851.02	$10,000	0.0200	$ 9,800.00
117	A	Recruitmax annual support/maintenance	92045.69	$10,000	0.0200	$ 9,800.00
118	A	RedHat	20890.67	$100,000	0.2611	$ 73,890.00
119	A	RedHat annual support/maintenance	92045.22	$50,000	0.2600	$ 37,000.00
120	A	Reveal	20876.50	$25,000	0.0500	$ 23,750.00
121	A	Reveal annual support/maintenance	92045.64	$50,000	0.0500	$ 47,500.00
122	A	Roxio	20870.01	$1,000	0.0500	$ 950.00
123	A	Roxio annual support/maintenance	92045.44	$1,000	0.0500	$ 950.00
124	A	Solarwind, Inc.	20890.03	$10,000	0.0500	$ 9,500.00
125	A	Solarwind, Inc. annual support/maintenance	92045.88	$5,000	0.0500	$ 4,750.00
126	A	SPI Synamics	20890.87	$10,000	0.1000	$ 9,000.00
127	A	SPI Synamics annual support/maintenance	92045.45	$10,000	0.1000	$ 9,000.00
128	A	SPSS	20882.01	$15,000	0.1500	$ 12,750.00
129	A	SPSS annual support/maintenance	92045.46	$10,000	0.0200	$ 9,800.00
130	A	Symantec	20890.93	$70,000	0.3300	$ 46,900.00
131	A	Symantec annual support/maintenance	92045.47	$20,000	0.1500	$ 17,000.00
132	A	Taleo	20881.03	$30,000	0.0500	$ 28,500.00
133	A	Taleo annual support/maintenance	92045.70	$10,000	0.0500	$ 9,500.00
134	A	TeleAtlas	20837.05	$10,000	0.0300	$ 9,700.00
135	A	TeleAtlas annual support/maintenance	92045.66	$5,000	0.0300	$ 4,850.00

Computer, Hardware, Software, Peripherals, Supplies and Related Equipment

4

Line Item	Group	SSI	Commodity Code	Estimated Annual Purchase	Discount off MSRP		Extended Price
136	A	Veritas	20890.78	$250,000	0.3900	$	167,500.00
137	A	Veritas annual support/maintenance	92045.24	$100,000	0.1500	$	85,000.00
138	A	Verity	20846.02	$50,000	0.0500	$	47,500.00
139	A	Verity annual support/maintenance	92045.48	$20,000	0.0500	$	19,000.00
140	A	Vertex	20854.01	$35,000	0.0500	$	33,250.00
141	A	Vertex annual support/maintenance	92045.25	$35,000	0.0500	$	33,250.00
142	A	Vianet	20837.02	$10,000	0.0300	$	9,700.00
143	A	Vianet annual support/maintenance	92045.49	$5,000	0.0300	$	4,850.00
144	A	Webfeat	20860.18	$10,000	0.0500	$	9,500.00
145	A	Webfeat annual support/maintenance	92045.74	$10,000	0.0500	$	9,500.00
146	A	Wise, Inc.	20890.04	$20,000	0.1200	$	17,600.00
147	A	Wise, Inc. annual support/maintenance	92045.89	$10,000	0.0700	$	9,300.00
148	A	Unlisted/Alternate Manufacturers-Software	20880.98	$100,000	0.1000	$	90,000.00
149	A	Unlisted/Alternate Manufacturers-annual supp	92045.05	$200,000	0.1000	$	180,000.00
					Total A	$	4,750,145.50
150	B	**Dell:** PCs	20483.13	$1,000,000	0.1652	$	834,800.00
151	B	Laptops/handhelds/tablets	20454.95	$500,000	0.1652	$	417,400.00
152	B	Servers	20491.01	$500,000	0.1652	$	417,400.00
153	B	Components, parts, upgrades	92047.04	$100,000	0.1300	$	87,000.00
					Total B	$	1,756,600.00
154	C	**Hewlett Packard** PCs	20453.09	$1,000,000	0.2052	$	794,800.00
155	C	Laptops/handhelds/tablets	20454.96	$500,000	0.2012	$	399,400.00
156	C	Servers	20491.02	$500,000	0.3052	$	347,400.00
157	C	Components, parts, upgrades	92047.07	$100,000	0.1800	$	82,000.00
					Total C	$	1,623,600.00
158	D	**Sun Microsystems** Hardware	20455.05	$1,000,000	0.3302	$	669,800.00
159	D	Software	20840.01	$200,000	0.3302	$	133,960.00
160	D	Annual support/maintenance	92047.10	$1,000,000	0.1500	$	850,000.00
161	D				Total D	$	1,653,760.00

Computer, Hardware, Software, Peripherals, Supplies and Related Equipment

Line Item	Group	SSI	Commodity Code	Estimated Annual Purchase	Discount off MSRP	Extended Price
		Peripherals				
162	E	3COM/USRobotics	20484.95	$10,000	0.1030	$ 8,970.00
163	E	Adaptec	20532.94	$10,000	0.1110	$ 8,890.00
164	E	Adaptec annual support/maintenance	92047.01	$5,000	0.1240	$ 4,380.00
165	E	ADIC	20532.95	$150,000	0.3100	$ 103,500.00
166	E	ADIC annual support/maintenance	92047.02	$50,000	0.3100	$ 34,500.00
167	E	Alera	20439.01	$5,000	0.0200	$ 4,900.00
168	E	Alera annual support/maintenance	92047.11	$2,000	0.0200	$ 1,960.00
169	E	Altec Lansing	20468.91	$5,000	0.0500	$ 4,750.00
170	E	Altec Lansing annual support/maintenance	92047.26	$2,000	0.0500	$ 1,900.00
171	E	APC	20784.96	$25,000	0.3000	$ 17,500.00
172	E	APC annual support/maintenance	92047.03	$10,000	0.3000	$ 7,000.00
173	E	Apple	20468.95	$10,000	0.0500	$ 9,500.00
174	E	Avid	20468.92	$1,000	0.0200	$ 980.00
175	E	Avid annual support/maintenance	92047.12	$2,000	0.0200	$ 1,960.00
176	E	Boscom	20491.05	$10,000	0.0500	$ 9,500.00
177	E	Boscom annual support/maintenance	92047.27	$5,000	0.0500	$ 4,750.00
178	E	Cardsmart annual support/maintenance	92029.01	$1,000	0.0200	$ 980.00
179	E	Castelle	20491.03	$20,000	0.0500	$ 19,000.00
180	E	Castelle annual support/maintenance	92047.14	$10,000	0.0500	$ 9,500.00
181	E	Creative Labs	20468.93	$1,000	0.0500	$ 950.00
182	E	Creative Labs annual support/maintenance	92047.13	$1,000	0.0500	$ 950.00
183	E	EMC	20532.96	$200,000	0.3600	$ 128,000.00
184	E	EMC annual support/maintenance	92047.05	$100,000	0.1200	$ 88,000.00
185	E	Emulex	20464.90	$10,000	0.0500	$ 9,500.00
186	E	Emulex annual support/maintenance	92047.33	$5,000	0.0500	$ 4,750.00
187	E	Fujitsu storage	20532.97	$100,000	0.1725	$ 82,750.00
188	E	Fujitsu annual support/maintenance	92047.06	$100,000	0.0660	$ 93,400.00
189	E	Hitachi storage	20532.98	$200,000	0.5600	$ 88,000.00
190	E	Hitachi annual support/maintenance	92047.08	$50,000	0.1500	$ 42,500.00
191	E	Hitec tty desktop system	20453.20	$200,000	0.0500	$ 190,000.00
192	E	Hitec keyboards	20448.02	$50,000	0.0500	$ 47,500.00
193	E	Hitec annual support/maintenance	92047.41	$100,000	0.0500	$ 95,000.00
194	E	Hewlett Packard scanners	20468.01	$250,000	0.2700	$ 182,500.00

Computer, Hardware, Software, Peripherals, Supplies and Related Equipment

Line Item	Group	SSI	Commodity Code	Estimated Annual Purchase	Discount off MSRP	Extended Price
195	E	Hewlett Packard printers	20477.98	$500,000	0.2700	$	365,000.00
196	E	Hewlett Packard plotters	20471.98	$50,000	0.2700	$	36,500.00
197	E	IBM tablet pcs & accessories	20454.91	$20,000	0.1700	$	16,600.00
198	E	IBM tablet pcs & accessories annual support/n	92047.34	$5,000	0.1700	$	4,150.00
199	E	InFocus	20468.96	$20,000	0.1500	$	17,000.00
200	E	Iomega	20432.01	$5,000	0.1500	$	4,250.00
201	E	Iomega annual support/maintenance	92047.15	$2,000	0.0500	$	1,900.00
202	E	Kingston	20468.97	$10,000	0.0500	$	9,500.00
203	E	Logitech	20468.94	$2,000	0.0500	$	1,900.00
204	E	Logitech annual support/maintenance	92047.16	$1,000	0.0500	$	950.00
205	E	NEC	20454.93	$10,000	0.1000	$	9,000.00
206	E	NEC annual support/maintenance	92047.28	$5,000	0.1000	$	4,500.00
207	E	Nikon	20488.03	$5,000	0.0500	$	4,750.00
208	E	Nikon annual support/maintenance	92047.35	$2,000	0.0600	$	1,900.00
209	E	Noritsu	20448.01	$500,000	0.0700	$	465,000.00
210	E	Noritsu annual support/maintenance	92047.18	$100,000	0.0700	$	93,000.00
211	E	Okidata	20479.10	$5,000	0.0500	$	4,750.00
212	E	Okidata annual support/maintenance	92047.37	$2,000	0.0500	$	1,900.00
213	E	Olympus	20482.50	$5,000	0.0500	$	4,750.00
214	E	Olympus annual support/maintenance	92047.37	$2,000	0.0500	$	1,900.00
215	E	Palm	20454.94	$5,000	0.0500	$	4,750.00
216	E	Palm annual support/maintenance	92047.29	$2,000	0.0500	$	1,900.00
217	E	Panasonic Toughbooks	20454.97	$50,000	0.2300	$	38,500.00
218	E	Panasonic annual support/maintenance	92047.09	$10,000	0.2300	$	7,700.00
219	E	Penlink	20491.04	$100,000	0.0580	$	94,200.00
220	E	Penlink annual support/maintenance	92047.19	$50,000	0.0520	$	47,400.00
221	E	Pentax	20482.51	$5,000	0.0540	$	4,730.00
222	E	Pentax annual support/maintenance	92047.38	$2,000	0.0511	$	1,897.80
223	E	Primera Technologies	20480.01	$20,000	0.0523	$	18,954.00
224	E	Primera Technologies annual support/mainten	92047.20	$10,000	0.0501	$	9,499.00
225	E	Qlogic	20464.94	$10,000	0.1112	$	8,888.00
226	E	Qlogic annual support/maintenance	92047.21	$5,000	0.1002	$	4,499.00
227	E	Research in Motion	20454.90	$5,000	0.0200	$	4,900.00
228	E	Research in Motion annual support/maintenac	92047.39	$5,000	0.0200	$	4,900.00

Line Item	Group	SSI-	Commodity Code	Estimated Annual Purchase	SSI Price	Extended Price
	E	Research in Motion annual support/	92047.39	$5,000	2.00%	$ 4,900.00
229	E	Sandisk	20432.10	$5,000	5.00%	$ 4,750.00
230	E	Sandisk annual support/maintenanc	92047.30	$2,000	5.00%	$ 1,900.00
231	E	Symbol Palm	20490.02	$50,000	7.00%	$ 46,500.00
232	E	Symbol Palm annual support/mainte	92047.22	$10,000	7.00%	$ 9,300.00
233	E	Sony	20454.92	$10,000	10.00%	$ 9,000.00
234	E	Sony annual support/maintenance	92047.40	$5,000	10.00%	$ 4,500.00
235	E	Tek	20460.01	$10,000	2.00%	$ 9,800.00
236	E	Tek annual support/maintenance	92047.23	$5,000	2.00%	$ 4,900.00
237	E	Visioneer	20488.02	$5,000	5.00%	$ 4,750.00
238	E	Visioneer annual support/maintenar	92047.24	$2,000	5.00%	$ 1,900.00
239	E	Western Digital	20435.01	$10,000	7.00%	$ 9,300.00
240	E	Western Digital annual support/mail	92047.25	$5,000	7.00%	$ 4,650.00
241	E	Windows	20491.09	$100,000	15.00%	$ 85,000.00
242	E	Windows annual support/maintenar	92047.43	$50,000	15.00%	$ 42,500.00
243	E	Unlisted/Alternate Manufacturers	20532.99	$200,000	10.00%	$ 180,000.00
244	E	Digital Cameras	20414.19	$50,000	10.00%	$ 45,000.00
					Total E	$ 3,073,887.80
				Annual Total		$ 12,857,993.40
				Total for 5 yrs		$ 64,289,967.00

CITY OF CHICAGO
BLANKET PURCHASE ORDER

Original (DPS)
Reprint

Furnish the supplies and/or services described below in conformance with conditions set forth herein and in your offer.

DATE OF AWARD	DEPT #	PURCHASE ORDER	SPECIFICATION NUMBER	VENDOR NUMBER	SITE NAME	PO START DATE	PO END DATE	PAGE NUMBER
	06	13783	40767	1010918	A	1/1/2007	12/31/2011	1

BUYER:

126152 VICTORIA SANTIAGO 312-744-9760

ORDERED FROM:

SYSTEMS SOLUTIONS, INC.
3630 COMMERCIAL AVE.   (EFT)
NORTHBROOK, IL 60062

PO DESCRIPTION: COMPUTER HARDWARE, SOFTWARE, PERIPHERALS, SUPPLIES AND RELATED EQUIMENT

COMMODITY INFORMATION

Line	Item	Item Description	UOM	Unit Cost
1	20880.01	ADOBE SOFTWARE	USD	0.00
2	92045.26	ADOBE ANNUAL SUPPORT/MAINTENANCE	USD	0.00
3	20880 20	ALTIRIS SOFTWARE	USD	0.00
4	92045.85	ALTIRIS, INC. ANNUAL/MAINTENANCE	USD	0.00
5	20890.02	APPLE SOFTWARE	USD	0.00
6	92045.51	APPLE ANNUAL SUPPORT/MAINTENANCE	USD	0.00
7	20880.04	APPLIMATION SOFTWARE	USD	0.00
8	92045.01	APPLIMATION ANNUAL SUPPORT/MAINTENANCE	USD	0.00
9	20880.06	APPWORX SOFTWARE	USD	0 00
10	92045.28	APPWORX ANNUAL SUPPORT/MAINTENANCE	USD	0 00
11	20837 01	AUTODESK SOFTWARE	USD	0.00
12	92045.29	AUTODESK ANNUAL SUPPORT/MAINTENANCE	USD	0.00
13	20880 07	AVID SOFTWARE	USD	0.00
14	92045.30	AVID ANNUAL SUPPORT/MAINTENANCE	USD	0.00
15	20890.74	BEA SOFTWARE	USD	0.00
16	92045 02	BEA ANNUAL SUPPORT/MAINTENANCE	USD	0.00
17	20841 02	BENTLEY SYSTEMS SOFTWARE	USD	0 00
18	92045.56	BENTLEY SYSTEMS ANNUAL SUPPORT/MAINTENANCE	USD	0.00
19	20890 65	BINDERVIEW SOFTWARE	USD	0.00
20	92045 03	BINDERVIEW ANNUAL SUPPORT/MAINTENANCE	USD	0 00
21	20853.02	BORLAND SOFTWARE	USD	0 00
22	92045.57	BORLAND ANNUAL SUPPORT/MAINTENANCE	USD	0.00
23	20810.02	BOTTOMLINE SOFTWARE	USD	0.00
24	92045 58	BOTTOMLINE ANNUAL SUPPORT/MAINTENANCE	USD	0.00
25	20888.01	BUSINESS OBJECTS SOFTWARE	USD	0 00
26	92045 27	BUSINESS OBJECTS ANNUAL SUPPORT/MAINTENANCE	USD	0.00
27	20890 89	CHECKPOINT SOFTWARE	USD	0 00
28	92045.04	CHECKPOINT ANNUAL SUPPORT/MAINTENANCE	USD	0.00
29	20890 01	CITRIX SOFTWARE	USD	0.00
30	92045 06	CITRIX ANNUAL SUPPORT/MAINTENANCE	USD	0.00
31	20890 79	COMPUTER ASSOCIATES SPFTWARE	USD	0.00
32	92045 07	COMPUTER ASSOCIATES ANNUAL SUPPORT/MAINTENANCE	USD	0.00
33	20850.01	COREL SOFTWARE	USD	0 00
34	92045.31	COREL ANNUAL SUPPORT/MAINTENANCE	USD	0.00

Payment on this order will be made upon receipt of an original vendor invoice form referencing this order.
Mark all packages and papers with the purchase number.
Any deliveries containing overshipments will be reflected unless otherwise authorized in this purchase.
This purchase is subject to the City of Chicago General Conditions for Supplies, Work, or Professional Consulting Services; Special Conditions, Disclosure,
Ownership, Acceptance Page, as applicable, which are attached hereto or incorporated herein by reference.

CITY OF CHICAGO
BLANKET PURCHASE ORDER

Original (DPS)
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Furnish the supplies and/or services described below in conformance with conditions set forth herein and in your offer.

DATE OF AWARD	DEPT #	PURCHASE ORDER	SPECIFICATION NUMBER	VENDOR NUMBER	SITE NAME	PO START DATE	PO END DATE	PAGE NUMBER
	06	13783	40767	1010918	A	1/1/2007	12/31/2011	2

BUYER:

126152 VICTORIA SANTIAGO 312-744-9760

ORDERED FROM:

SYSTEMS SOLUTIONS, INC.
3630 COMMERCIAL AVE. (EFT)
NORTHBROOK, IL 60062

PO DESCRIPTION: COMPUTER HARDWARE, SOFTWARE, PERIPHERALS, SUPPLIES AND RELATED EQUIMENT

COMMODITY INFORMATION

Line	Item	Item Description	UOM	Unit Cost
35	20851.01	DEPLOY SOLUTIONS SOFTWARE	USD	0 00
36	92045.68	DEPLOY SOLUTIONS ANNUAL SUPPORT/MAINTENANCE	USD	0.00
37	20868.05	EAGLE POINT SOFTWARE	USD	0.00
38	92045.66	EAGLE POINT ANNUAL SUPPORT/MAINTENANCE	USD	0.00
39	20890.27	EMC SOFTWARE	USD	0 00
40	92045.08	EMC ANNUAL SUPPORT/MAINTENANCE	USD	0 00
41	20868.06	EXTENSIS SOFTWARE	USD	0.00
42	92045.72	EXTENSIS ANNUAL SUPPORT/MAINTENANCE	USD	0.00
43	20840.02	FARONICS SOFTWARE	USD	0 00
44	92045 32	FARONICS ANNUAL SUPPORT/MAINTENANCE	USD	0 00
45	20880 02	FAST SEARCH SOFTWARE	USD	0 00
46	92045.10	FAST SEARCH ANNUAL SUPPORT/MAINTENANCE	USD	0.00
47	20880.05	FILENET SOFTWARE	USD	0 00
48	92045 11	FILENET ANNUAL SUPPORT/MAINTENANCE	USD	0 00
49	20846.01	FUJITSU/SOFTEK SOFTWARE	USD	0 00
50	92045.12	FUJITSU/SOFTEK ANNUAL SUPPORT/MAINTENANCE	USD	0.00
51	20868 01	GFORGE SOFTWARE	USD	0.00
52	92045.33	GFORGE ANNUAL SUPPORT/MAINTENANCE	USD	0 00
53	20880.09	HEAT SOFTWARE	USD	0 00
54	92046.01	HEAT ANNUAL SUPPORT/MAINTENANCE	USD	0.00
55	20890 68	HITACHI SOFTWARE	USD	0 00
56	92045 13	HITACHI ANNUAL SUPPORT/MAINTENANCE	USD	0.00
57	20880.19	HITEC SOFTWARE	USD	0.00
58	92045 75	HITEC ANNUAL SUPPORT/MAINTENANCE	USD	0 00
59	20846 10	INFOCORP SOFTWARE	USD	0.00
60	92045 73	INFOCORP ANNUAL SUPPORT/MAINTENANCE	USD	0 00
61	20867 05	ILOG SOFTWARE	USD	0 00
62	92045 59	ILOG ANNUAL SUPPORT/MAINTENANCE	USD	0 00
63	20890.92	INTELLIREACH SDOFTWARE	USD	0 00
64	92045.14	INTELLIREACH ANNUAL SUPPORT/MAINTENANCE	USD	0 00
65	20880.10	JAWS SOFTWARE	USD	0 00
66	92045.35	JAWS ANNUAL SUPPORT/MAINTENANCE	USD	0 00
67	20890.20	JUNIPER NETWORKS SOFTWARE	USD	0 00
68	92045.52	JUNIPER NETWORKS ANNUAL SUPPORT/MAINTENANCE	USD	0 00

CITY OF CHICAGO
BLANKET PURCHASE ORDER

Original (DPS)
Reprint

Furnish the supplies and/or services described below in conformance with conditions set forth herein and in your offer.

DATE OF AWARD	DEPT #	PURCHASE ORDER	SPECIFICATION NUMBER	VENDOR NUMBER	SITE NAME	PO START DATE	PO END DATE	PAGE NUMBER
	06	13783	40767	1010918	A	1/1/2007	12/31/2011	3

BUYER:

126152 VICTORIA SANTIAGO 312-744-9760

ORDERED FROM:

SYSTEMS SOLUTIONS, INC.
3630 COMMERCIAL AVE. (EFT)
NORTHBROOK, IL 60062

PO DESCRIPTION: COMPUTER HARDWARE, SOFTWARE, PERIPHERALS, SUPPLIES AND RELATED EQUIMENT

COMMODITY INFORMATION

Line	Item	Item Description	UOM	Unit Cost
69	20890.72	LANDESK SOFTWARE	USD	0 00
70	92045 15	LANDESK ANNUAL SUPPORT/MAINTENANCE	USD	0.00
71	20890 24	LEGATO SOFTWARE	USD	0 00
72	92045 16	LEGATO ANNUAL SUPPORT/MAINTENANCE	USD	0 00
73	20854.02	MACROMEDIA SOFTWARE	USD	0 00
74	92045 36	MACROMEDIA ANNUAL SUPPORT/MAINTENANCE	USD	0 00
75	20890.91	MCAFEE SOFTWARE	USD	0 00
76	92045 17	MCAFEE ANNUAL SUPPORT/MAINTENANCE	USD	0 00
77	20810 52	MCM TECHNOLOGY SOFTWARE	USD	0.00
78	92045 60	MCM TECHNOLOGY ANNUAL SUPPORT/MAINTENANCE	USD	0.00
79	20942 01	MERANT SOFTWARE	USD	0.00
80	92045.37	MERANT ANNUAL SUPPORT/MAINTENANCE	USD	0.00
81	20880 21	MITRATECH SOFTWARE	USD	0.00
82	92045 86	MITRATECH ANNUAL SUPPORT/MAINTENANCE	USD	0.00
83	20890.71	MICROSOFT SELECT AGREEMENT LEVEL D SOFTWARE	USD	0 00
84	20890.90	NETWORK ASSOCIATES SOFTWARE	USD	0 00
85	92045.18	NETWORK ASSOCIATES ANNUAL SUPPORT/MAINTENANCE	USD	0 00
86	20890 23	NETWORK GENERAL SOFTWARE	USD	0.00
87	92045.53	NETWORK GENERAL ANNUAL SUPPORT/MAINTENANCE	USD	0 00
88	20880.11	NEWSOFT SOFTWARE	USD	0 00
89	92045.38	NEWSOFT ANNUAL SUPPORT/MAINTENANCE	USD	0 00
90	20890.76	NOVELL MLA SOFTWARE	USD	0 00
91	92045.19	NOVELL MLA ANNUAL SUPPORT/MAINTENANCE	USD	0 00
92	20880.12	NUANCE SOFTWARE	USD	0 00
93	92045.39	NUANCE ANNUAL SUPPORT/MAINTENANCE	USD	0.00
94	20880 03	O'PIN SYSTEMS SOFTWARE	USD	0 00
95	92045 21	O'PIN SYSTEMS ANNUAL SUPPORT/MAINTENANCE	USD	0 00
96	20880.15	PALM SOFTWARE	USD	0.00
97	92045.54	PALM ANNUAL SUPPORT/MAINTENANCE	USD	0 00
98	20888.01	PENTEX SOFTWARE	USD	0 00
99	92045.62	PENTEX ANNUAL SUPPORT/MAINTENANCE	USD	0.00
100	20880 22	PERSONAL INFORMATION MANAGER SOFTWARE	USD	0 00
101	92045.87	PERSONAL INFORMATION MANAGER ANNUAL SUPPORT/MAINTENANCE	USD	0 00
102	20890 70	PROSOFT SOFTWARE	USD	0 00

CITY OF CHICAGO
BLANKET PURCHASE ORDER

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	06	13783	40767	1010918	A	1/1/2007	12/31/2011	4

BUYER:

126152 VICTORIA SANTIAGO 312-744-9760

ORDERED FROM:

SYSTEMS SOLUTIONS, INC.
3630 COMMERCIAL AVE. (EFT)
NORTHBROOK, IL 60062

PO DESCRIPTION: COMPUTER HARDWARE, SOFTWARE, PERIPHERALS, SUPPLIES AND RELATED EQUIMENT

COMMODITY INFORMATION

Line	Item	Item Description	UOM	Unit Cost
103	92045 41	PROSOFT ANNUAL SUPPORT/MAINTENANCE	USD	0.00
104	20827.01	INTELLISYNC SOFTWARE	USD	0.00
105	92045.34	INTELLISYNC ANNUAL SUPPORT/MAINTENANCE	USD	0 00
106	20850.10	QARBON SOFTWARE	USD	0 00
107	92045 63	QARBON ANNUAL SUPPORT/MAINTENANCE	USD	0.00
108	20880 17	OLYMPUS SOFTWARE	USD	0 00
109	92045.61	OLYMPUS ANNUAL SUPPORT/MAINTENANCE	USD	0.00
110	20839 01	QUARK SOFTWARE	USD	0 00
111	92045.42	QUARK ANNUAL SUPPORT/MAINTENANCE	USD	0.00
112	20880 13	READSOFT SOFTWARE	USD	0.00
113	92045.43	READSOFT ANNUAL SUPPORT/MAINTENANCE	USD	0 00
114	20837 03	REALINFO SOFTWARE	USD	0.00
115	92045.55	REALINFO ANNUAL SUPPORT/MAINTENANCE	USD	0 00
116	20851.02	RECRUITMAX SOFTWARE	USD	0.00
117	92045.69	RECRUITMAX ANNUAL SUPPORT/MAINTENANCE	USD	0 00
118	20890.67	RED HAT SOFTWARE	USD	0 00
119	92045.22	RED HAT ANNUAL SUPPORT/MAINTENANCE	USD	0 00
120	20876 50	REVEAL SOFTWARE	USD	0 00
121	92045 64	REVEAL ANNUAL SUPPORT/MAINTENANCE	USD	0 00
122	20870 01	ROXIO SOFTWARE	USD	0 00
123	92045.44	ROXIO ANNUAL SUPPORT/MAINTENANCE	USD	0.00
124	20890 03	SOLARWIND, INC ANNUAL SUPPORT/MAINTENANCE	USD	0.00
125	92045 88	SOLARWIND, INC. ANNUAL SUPPORT/MAINTENANCE	USD	0.00
126	20890 87	SPI SYNAMICS SOFTWARE	USD	0 00
127	92045 45	SPI SYNAMICS ANNUAL SUPPORT/MAINTENANCE	USD	0.00
128	20882 01	SPSS SOFTWARE	USD	0 00
129	92045 46	SPSS ANNUAL SUPPORT/MAINTENANCE	USD	0.00
130	20890.93	SYMANTEC SOFTWARE	USD	0.00
131	92045 47	SYMANTEC ANNUAL SUPPORT/MAINTENANCE	USD	0 00
132	20851 03	TALEO SOFTWARE	USD	0.00
133	92045.70	TALEO ANNUAL SUPPORT/MAINTENANCE	USD	0 00
134	20837 05	TELEATLAS SOFTWARE	USD	0.00
135	92045.65	TELEATLAS ANNUAL SUPPORT/MAINTENANCE	USD	0 00
136	20890.78	VERITAS SOFTWARE	USD	0 00

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BUYER:

126152 VICTORIA SANTIAGO 312-744-9760

ORDERED FROM:

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3630 COMMERCIAL AVE.   (EFT)
NORTHBROOK, IL 60062

PO DESCRIPTION: COMPUTER HARDWARE, SOFTWARE, PERIPHERALS, SUPPLIES AND RELATED EQUIMENT

COMMODITY INFORMATION

Line	Item	Item Description	UOM	Unit Cost
137	92045 24	VERITAS ANNUAL SUPPORT/MAINTENANCE	USD	0.00
138	20846.02	VERITY SOFTWARE	USD	0.00
139	92045.48	VERITY ANNUAL SUPPORT/MAINTENANCE	USD	0 00
140	20854 01	VERTEX SOFTWARE	USD	0.00
141	92045.25	VERTEX ANNUAL SUPPORT/MAINTENANCE	USD	0 00
142	20837 02	VIANET SOFTWARE	USD	0 00
143	92045.49	VIANET ANNUAL SUPPORT/MAINTENANCE	USD	0.00
144	20880 18	WEBFEAT SOFTWARE	USD	0 00
145	92045 74	WEBFEAT ANNUAL SUPPORT/MAINTENANCE	USD	0 00
146	20890 04	WISE, INC SOFTWARE	USD	0 00
147	92045.89	WISE, INC ANNUAL SUPPORT/MAINTENANCE	USD	0 00
148	20880 98	UNLISTED/ALTERNATE MANUFACTURERS SOFTWARE	USD	0 00
149	92045.05	UNLISTED/ALTERNATE MANUFACTURERS ANNUAL SUPPORT/MAINTENANCE	USD	0.00
150	20453.13	DELL PERSONAL COMPUTERS	USD	0.00
151	20454 95	DELL LAPTOPS/HANDGELDS/TABLETS	USD	0.00
152	20491 01	DELL SERVERS	USD	0.00
153	92047 04	DELL COMPONENTS, PARTS, UPGRADES	USD	0.00
154	20453.09	HEWLETT PACKARD PERSONAL COMPUTERS	USD	0 00
155	20454 96	HEWLETT PACKARD LAPTOPS/HANDHELDS/TABLETS	USD	0.00
156	20491.02	HEWLETT PACKARD SERVERS	USD	0.00
157	92047.07	HEWLETT PACKARD COMPONENTS, PARTS, UPGRADES	USD	0 00
158	20455 05	SUN MICROSYSTEMS HARDWARE	USD	0.00
159	20840.01	SUN MICROSYSTEMS SOFTWARE	USD	0 00
160	92047.10	SUN MICROSYSTEMS ANNUAL SUPPORT/MAINTENANCE	USD	0 00
161	20464 95	3COM/US ROBOTICS PERIPHERALS	USD	0 00
162	20532 94	ADAPTEC PERIPHERALS	USD	0 00
163	92047.01	ADAPTEC ANNUAL SUPPORT/MAINTENANCE	USD	0 00
164	20532 95	ADIC PERIPHERALS	USD	0 00
165	92047 02	ADIC ANNUAL SUPPORT/MAINTENANCE	USD	0 00
166	20439.01	ALERA PERIPHERALS	USD	0.00
167	92047 11	ALERA ANNUAL SUPPORT/MAINTENANCE	USD	0 00
168	20468 91	ALTEC PERIPHERALS	USD	0.00
169	92047 26	ALTEC ANNUAL SUPPORT/MAINTENANCE	USD	0.00
170	20784.96	APC PERIPHERALS	USD	0.00

CITY OF CHICAGO
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NORTHBROOK, IL 60062

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COMMODITY INFORMATION

Line	Item	Item Description	UOM	Unit Cost
171	92047 03	APC PERIPHERALS ANNUAL SUPPORT/MAINTENANCE	USD	0.00
172	20468 95	APPLE PERIPHERALS	USD	0.00
173	20468.92	AVID PERIPHERALS	USD	0.00
174	92047 12	AVID ANNUAL SUPPORT/MAINTENANCE	USD	0.00
175	20491.05	BOSCOM PERIPHERALS	USD	0.00
176	92047 27	BOSCOM ANNUAL SUPPORT/MAINTENANCE	USD	0 00
177	92029 01	CARDSMART PERIPHERALS	USD	0 00
178	20491 03	CASTELLE PERIPHERALS	USD	0.00
179	92047 14	CASTELLE ANNUAL SUPPORT/MAINTENANCE	USD	0 00
180	20468 93	CREATIVE LABS PERIPHERALS	USD	0 00
181	92047 13	CREATIVE LABS ANNUAL SUPPORT/MAINTENANCE	USD	0.00
182	20532.96	EMC PERIPHERALS	USD	0.00
183	92047.05	EMC ANNUAL SUPPORT/MAINTENANCE	USD	0 00
184	20464 90	EMULEX PERIPHERALS	USD	0.00
185	92047 33	EMULEX ANNUAL SUPPORT/MAINTENANCE	USD	0 00
186	20532.97	FUJITSU PERIPHERALS	USD	0 00
187	92047 06	FUJITSU ANNUAL SUPPORT/MAINTENANCE	USD	0.00
188	20532.96	HITACHI PERIPHERALS	USD	0 00
189	92047 08	HITACHI ANNUAL SUPPORT/MAINTENANCE	USD	0.00
190	20453.20	HITEC TTY DESKTOP SYSTEM	USD	0.00
191	20448 02	HITEC KEYBOARDS	USD	0 00
192	92047 41	HITEC ANNUAL SUPPORT/MAINTENANCE	USD	0.00
193	20488.01	HEWLETT PACKARD SCANNERS	USD	0.00
194	20477 98	HEWLETT PACKARD PRINTERS	USD	0 00
195	20471 98	HEWLETT PACKARD PLOTTERS	USD	0.00
196	20454 91	IBM TABLET PC AND ACCESSORIES	USD	0.00
197	92047 34	IBM TABLET PC AND ACCESSORIES ANNUAL SUPPORT/MAINTENANCE	USD	0 00
198	20468 96	INFOCUS PERIPHERALS	USD	0.00
199	20432 01	IOMEGA PERIPHERALS	USD	0 00
200	92047 15	IOMEGA ANNUAL SUPPORT/MAINTENANCE	USD	0 00
201	20468.97	KINGSTON PERIPHERALS	USD	0.00
202	20468 94	LOGITECH PERIPHERALS	USD	0.00
203	92047 16	LOGITECH ANNUAL SUPPORT/MAINTENANCE	USD	0.00
204	20454 93	NEC PERIPHERALS	USD	0 00

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3630 COMMERCIAL AVE. (EFT)
NORTHBROOK, IL 60062

PO DESCRIPTION: COMPUTER HARDWARE, SOFTWARE, PERIPHERALS, SUPPLIES AND RELATED EQUIMENT

COMMODITY INFORMATION

Line	Item	Item Description	UOM	Unit Cost
205	92047.28	NEC ANNUAL SUPPORT/MAINTENANCE	USD	0.00
206	20488.03	NIKON PERIPHERALS	USD	0.00
207	92047.35	NIKON ANNUAL SUPPORT/MAINTENANCE	USD	0.00
208	20446.01	NORITSU PERIPHERALS	USD	0.00
209	92047.17	NORITSU ANNUAL SUPPORT/MAINTENANCE	USD	0.00
210	20479 10	OKIDATA PERIPHERALS	USD	0.00
211	92047.37	OKIDATA ANNUAL SUPPORT/MAINTENANCE	USD	0.00
212	20482.50	OLYMPUS PERIPHERALS	USD	0.00
213	20454 94	PALM PERIPHERALS	USD	0.00
214	92047 29	PALM ANNUAL SUPPORT/MAINTENANCE	USD	0.00
215	20454 97	PANASONIC TOUGHBOOKS	USD	0 00
216	92047 09	PANASONIC ANNUAL SUPPORT/MAINTENANCE	USD	0 00
217	20491 04	PENLINK PERIPHERALS	USD	0.00
218	92047.19	PENLINK ANNUAL SUPPORT/MAINTENANCE	USD	0 00
219	20482.51	PENTAX PERIPHERALS	USD	0.00
220	92047 38	PENTAX ANNUAL SUPPORT/MAINTENANCE	USD	0 00
221	20480 01	PRIMERA TECHNOLOGIES	USD	0 00
222	92047.20	PRIMERA ANNUAL SUPPORT/MAINTENANCE	USD	0 00
223	20464 94	QLOGIC PERIPHERALS	USD	0.00
224	92047 21	QLOGIC ANNUAL SUPPORT/MAINTENANCE	USD	0.00
225	20454.90	RESEARCH IN MOTION PERIPHERALS	USD	0 00
226	92047.39	RESEARCH IN MOTION PERIPHERALS ANNUAL SUPPORT/MAINTENANCE	USD	0 00
227	20432.10	SCANDISK PERIPHERALS	USD	0 00
228	92047 30	SCANDISK ANNUAL SUPPORT/MAINTENANCE	USD	0.00
229	20490 02	SYMBOL PERIPHERALS	USD	0 00
230	92047 22	SYMBOL ANNUAL SUPPORT/MAINTENANCE	USD	0 00
231	20454 92	SONY PERIPHERALS	USD	0.00
232	92047 40	SONY ANNUAL SUPPORT/MAINTENANCE	USD	0 00
233	20460 01	TEK PERIPHERALS	USD	0 00
234	92047.23	TEK ANNUAL SUPPORT/MAINTENANCE	USD	0.00
235	20488 02	VISIONEER PERIPHERALS	USD	0 00
236	92047 24	VISIONEER ANNUAL SUPPORT/MAINTENANCE	USD	0.00
237	20435.01	WESTERN DIGITAL PERIPHERALS	USD	0 00
238	92047 25	WESTERN DIGITAL ANNUAL SUPPORT/MAINTENANCE	USD	0.00

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PO DESCRIPTION: COMPUTER HARDWARE, SOFTWARE, PERIPHERALS, SUPPLIES AND RELATED EQUIMENT

COMMODITY INFORMATION

Line	Item	Item Description	UOM	Unit Cost
239	20491.09	WINDOWS WINDOWS PERIPHERALS	USD	0 00
240	92047.43	WINDOWS WINDOWS ANNUAL SUPPORT/MAINTENANCE	USD	0.00
241	20532 99	UNLISTED/ALTERNATIVE MANUFACTURERS-PERIPHERALS	USD	0 00
242	20414.19	DIGITAL CAMERAS	USD	0.00

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)

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: 16.9%
WBE Contract Goal: 4.5%

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 contractors 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.

II.   Definitions

A.   **"Minority Business Enterprise"** or **"MBE"** means a firm awarded certification as a minority owned and controlled business in accordance with City Ordinances and Regulations.

B.   **"Women Business Enterprise"** or **"WBE"** means a firm awarded certification as a women owned and controlled business in accordance with City Ordinances and Regulations.

C.   **"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.

D. **"Area of Specialty"** means the description of an MBE or WBE firms business which has been determined by the Chief Procurement Officer to be most reflective of the MBE or WBE firms 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 contracts MBE and WBE participation goals shall be limited to the participation of firms performing within their Area of Specialty.

> **NOTICE:** The Department of Procurement Services 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.

E. **"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.

F. **"Contract Compliance Administrator"** means the officer appointed pursuant to Section 2-92-490 of the Municipal Code of Chicago.

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

A. The inclusion of any MBE or WBE in the contractors MBE/WBE Utilization Plan shall not conclusively establish the contractors right to full MBE/WBE credit for that firms 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/proposers 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 Citys estimate for the work under a specific subcontract;
(2) The bidder/proposers 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 Contract Compliance Officer 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 bidders 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 Consultant.
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 firms 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 firms Area of Specialty. The MBE/WBE firms scope of work, as detailed by their Schedule C-1, must conform to their stated Area of Specialty.

C.   Joint Venture Agreements.

If the bidders/proposers 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 bidders 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 contractors 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 contractors 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 Contract Compliance Administrator shall be entitled to examine, on five (5) business days notice, the contractors 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 contractors 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 Contract Compliance Administrator 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 attorneys 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 attorneys 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
Office of Vendor Relations
City Hall - Room 403
Chicago, Illinois 60602
Attention:
(312) 744-7655

City of Chicago
Department of Procurement
Contract Administration Division
City Hall - Room 403
Chicago, Illinois 60602
Attention: Byron Whittaker
(312) 744-4926

Directory of Certified Disadvantaged, Minority and Women Business Enterprises:

City of Chicago
Department of Procurement
Office of Business Development -Certification Unit
City Hall - Room 403
Chicago, Illinois 60602
Attention: Lori Lypson
(312) 744-4909

General Information, Department of Procurement Services: www.cityofchicago.org/purchasing

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

MBE/WBE Professional Services rev. 10/16/03 (dlh)

AFRICAN AMERICAN CONTRACTORS ASSOCIATION
3901 S. STATE
CHICAGO, IL 60653
PHONE #: (312) 915-5960
FAX #: (312) 567-9919
WEB: NONE
EMAIL: OMARAACA@HOTMAIL.COM
ATTN: OMAR SHAREEF, PRESIDENT

ASIAN AMERICAN ALLIANCE
222 W. CERMAK ROAD
SUITE 303
CHICAGO, IL 60616
PHONE #: (312) 293-1249
FAX #: (312) 293-3642
WEB: WWW.ASIANAMERICANALLIANCE.COM
EMAIL: CTAKADA@ASIANAMERICANALLIANCE.COM
ATTN: MITCH SCHNEIDER, EXECUTIVE DIRECTOR

ASSOCIATION OF ASIAN CONSTRUCTION
ENTERPRISES
333 N. OGDEN AVENUE
CHICAGO, IL 60607
PHONE #: (312) 563-0746
FAX #: (312) 666-1785
WEB: NONE
ATTN: PERRY NAKACHI, PRESIDENT

BLACK CONTRACTORS UNITED
400 W. 76TH STREET
SUITE 200
CHICAGO, IL 60620
PHONE #: (773) 483-4000
FAX #: (773) 483-4150
WEB: WWW.BLACKCONTRACTORSUNITED.COM
ATTN: FLORENCE COX, EXECUTIVE DIRECTOR

CHICAGO MINORITY BUSINESS DEVELOPMENT
COUNCIL, INC.
1 EAST WACKER DRIVE
SUITE 1200
CHICAGO, IL 60601
PHONE #: (312) 755-8880
FAX #: (312) 755-8890
WEB: WWW.CMBDC.ORG
ATTN: TRACYE SMITH, EXECUTIVE DIRECTOR

CHICAGO URBAN LEAGUE
220 S. STATE STREET
11TH FLOOR
CHICAGO, IL 60604
PHONE #: (312) 692-0766 EXT. 256
FAX #: (312) 692-0769
WEB: WWW.CUL-CHICAGO.ORG
EMAIL: JARCHIE@CUL-CHICAGO.ORG
ATTN: JOAN ARCHIE, DIRECTOR OF
EMPLOYMENT, COUNSELING & TRAINING

COSMOPOLITAN CHAMBER OF COMMERCE
560 WEST LAKE ST., SUITE 5TH FLOOR
CHICAGO, IL 60661
PHONE #: (312) 786-0212
FAX #: (312) 234-9807
WEB: WWW.CCHAMBER.ORG
ATTN: GLORIA BELL, EXECUTIVE DIRECTOR

FEDERATION OF WOMEN CONTRACTORS
5650 S. ARCHER AVENUE
CHICAGO, IL 60638
PHONE #: (312) 360-1122
FAX #: (312) 360-0239
WEB: WWW.FWCCHICAGO.COM/
ATTN: BETH DORIA, EXECUTIVE DIRECTOR

HISPANIC AMERICAN CONTRACTORS INDUSTRY
ASSOCIATION (HACIA)
901 WEST JACKSON BOULEVARD
SUITE 205
CHICAGO, IL 60607
PHONE #: (312) 666-5910
FAX #: (312) 666-5692
WEB: WWW.HACIAWORKS.ORG
EMAIL: MAILTO:CSATOY@HACIA WORKS.ORG
ATTN: CESAR A. SANTOY, EXECUTIVE DIRECTOR

LATIN AMERICAN CHAMBER OF COMMERCE
3512 WEST FULLERTON AVENUE
CHICAGO, IL 60647
PHONE #: (773) 252-5211
FAX #: (773) 252-7065
WEB:
WWW.LATINAMERICANCHAMBEROFCOMMERCE.COM
EMAIL:
LACC@LATINAMERICANCHAMBEROFCOMMERCE
ATTN: ANTHONY GUILLEN, DIRECTOR

ILLINOIS HISPANIC CHAMBER OF COMMERCE
(FORMERLY MACC)
33 N. LASALLE STREET
SUITE 1720
CHICAGO, IL 60602
PHONE #: (312) 372-3010
FAX #: (312) 372-3403
WEB: WWW.MACCBUSINESS.COM
ATTN: JUAN OCHOA, PRESIDENT & CEO

NATIONAL ASSOCIATION OF WOMEN BUSINESS
OWNERS
CHICAGO CHAPTER
330 S. WELLS STREET
SUITE 1110
CHICAGO, IL 60606
PHONE #: (312) 322-0990
FAX #: (312) 461-0238
WEB: WWW.NAWBOCHICAGO.ORG
EMAIL: INFO@NAWBOCHICAGO.COM
ATTN: CLAIR GREGOIRE, PRESIDENT

RAINBOW/PUSH COALITION
930 E. 50TH STREET
CHICAGO, IL 60615
PHONE #: (773) 256-2728
FAX #: (773) 256-2751
WEB: WWW.RAINBOWPUSH.ORG
ATTN: DONNA GAINES, DEPUTY DIRECTOR TRADE
BUREAU

SUBURBAN BLACK CONTRACTORS
848 DODGE AVENUE
SUITE 347
EVANSTON, IL 60202
PHONE #: (847) 359-5356
FAX #: (847) 359-5367
WEB: NONE
ATTN: LARRY BULLOCK, PRESIDENT

rev. 3/17/05

SUCCESSFUL INDEPENDENT NETWORK
ASSOCIATION (SIN)
STREET ADDRESS: MAILING ADDRESS:
2100 W. WASHINGTON   P.O. BOX 1113
CHICAGO, IL 60612   CHICAGO, IL 60608
PHONE #: (312) 850-1665
FAX #: (312) 850-1665
WEB: NONE
ATTN: DIANE JONES, PRESIDENT
ATTN: ARNETTE KING, GENERAL MANAGER

TRITON COLLEGE
SMALL BUSINESS DEVELOPMENT CENTER
2000 FIFTH AVENUE
ROOM R-201
RIVER GROVE, IL 60171
PHONE #: (708) 456-0300 EXT. 3714
FAX #: (708) 583-3114
WEB: WWW.TRITON.EDU
EMAIL: GBARNES@TRITON.EDU
ATTN: MARY ANN OLSON, DEAN OF WORKFORCE
DEVELOPMENT

UPTOWN CENTER HULL HOUSE
4520 N. BEACON STREET
CHICAGO, IL 60640
PHONE #: (773) 561-3500
FAX #: (773) 561-3507
WEB: WWW.HULLHOUSE.ORG/EDU.HTM
Email: MAILTO:CROESCHLEY@HULLHOUSE.ORG
ATTN: CURT ROESCHLEY, DIRECTOR
SMALL BUSINESS DEVELOPMENT

WOMEN'S BUSINESS DEVELOPMENT CENTER
8 SOUTH MICHIGAN AVENUE
SUITE 400
CHICAGO, IL 60603
PHONE #: (312) 853-3477
FAX #: (312) 853-0145
WEB: WWW.WBDC.ORG
Email: MAILTO:HRATNER@WBDC.ORG
ATTN: HEDY RATNER, EXECUTIVE DIRECTOR

THE CHICAGO AREA GAY & LESBIAN CHAMBER OF
COMMERCE
1210 W. ROSEDALE
CHICAGO, IL 60660
PHONE #: (773) 303-0167
FAX #: (773) 303-0168
WEB: HTTP://WWW.GLCHAMBER.ORG/
BARRY A. FLYNN, EXECUTIVE DIRECTOR

ECONOMIC DISCLOSURE STATEMENT
AND EXECUTION DOCUMENT
INDEX

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APPROVED BY BOARD OF
COOK COUNTY COMMISSIONERS

JUL 1 0 2012

COM_____

5.10.12

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 Chief Procurement Officer. 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.

5.10.12

INSTRUCTIONS FOR COMPLETION OF
ECONOMIC DISCLOSURE STATEMENT AND EXECUTION DOCUMENT

Sections 6, 7, 8, 9: 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; Section 8 is the form for a Limited Liability Corporation, and Section 9 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.

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.

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 Chief Procurement Officer. 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.

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Sections 6, 7, 8, 9: 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; Section 8 is the form for a Limited Liability Corporation, and Section 9 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.

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.

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M/WBE Firm: _____   Certifying Agency: _____

Address: _____   Certification Expiration Date: _____

City/State: _____ Zip_____   FEIN #: _____

Phone: _____ Fax: _____   Contact Person: _____

Email: _____   Contract #: _____

Participation: [ ] Direct   [ ] Indirect

Will the M/WBE firm be subcontracting any of the performance of this contract to another firm?

[ ] No   [ ] Yes – Please attach explanation.   Proposed Subcontractor: _____

The undersigned M/WBE is prepared to provide the following Commodities/Services for the above named Project/ Contract:

_____

_____

_____

_____

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

_____

_____

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

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

_____   _____
Signature (*M/WBE*)   Signature (*Prime Bidder/Proposer*)

_____   _____
Print Name   Print Name

_____   _____
Firm Name   Firm Name

_____   _____
Date   Date

Subscribed and sworn before me   Subscribed and sworn before me

this ____ day of_____, 20_____.   this ____ day of_____, 20_____.

Notary Public _____   Notary Public _____

SEAL   SEAL

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Naushad S Ali
System Solutions, Inc.
3630 Commercial Avenue
Northbrook, IL 60062-1823

Annual Certificate Expires: February 1, 2013

Dear Naushad S Ali:

Congratulations on your continued eligibility for certification as a **Minority Business Enterprise (MBE)** by the City of Chicago. This certification is valid until **February 1, 2013**.

You have an affirmative duty to file for recertification 60 days prior to the date of expiration. Therefore, you must file for recertification by **12/1/2012**.

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 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 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

System Solutions, Inc.

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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 is listed in the City's Directory of Minority Business Enterprises and Women Business Enterprises in the specialty area(s) of:

COMPUTER SALES AND SERVICES

Your firm's participation on City contracts will be credited only toward Minority Business Enterprise (MBE) goals in your area(s) of specialty. While your participation on City contracts is not limited to your specialty, credit toward Minority Business Enterprise (MBE) goal 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,

Jamie L. Rhee
Chief Procurement Officer

MBE/WBE UTILIZATION PLAN (SECTION 1)

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

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

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

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

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

II.   [✓] **Direct Participation of MBE/WBE Firms**   [ ] **Indirect Participation of MBE/WBE Firms**

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

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

MBE/WBE Firm: _SYSTEM SOLUTIONS INC._

Address: _3630 COMMERCIAL AVE. NORTHBROOK, IL 60062_

E-mail: _ZULFI @ THESSI.COM_

Contact Person: _ZULFI SAYLA_   Phone: _847-272-6160 EXT. 235_

Dollar Amount Participation: $ _____

Percent Amount of Participation: _100%_ _____ %

*Letter of Intent attached?   Yes _____   No _____
*Letter of Certification attached?   Yes _____   No _____

MBE/WBE Firm: _____

Address: _____

E-mail: _____

Contact Person: _____ Phone: _____

Dollar Amount Participation: $ _____

Percent Amount of Participation: _____ %

*Letter of Intent attached?   Yes _____   No _____
*Letter of Certification attached?   Yes _____   No _____

Attach additional sheets as needed.

*Additionally, 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 the Bid Opening date.

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

A. **BIDDER/PROPOSER HEREBY REQUESTS:**

☐ ~~FULL MBE WAIVER~~   ☑ ~~FULL WBE WAIVER~~

☐ **REDUCTION (PARTIAL MBE and/or WBE PARTICIPATION)**

_____ % of Reduction for MBE Participation
_100_ % of Reduction for WBE Participation

B. **REASON FOR FULL/REDUCTION WAIVER REQUEST**

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

☐ (1) Lack of sufficient qualified MBEs and/or WBEs capable of providing the goods or services required by the contract. **(Please explain)**

☐ (2) The specifications and necessary requirements for performing the contract make it impossible or economically infeasible to divide the contract to enable the contractor to utilize MBEs and/or WBEs in accordance with the applicable participation. **(Please explain)**

☐ (3) Price(s) quoted by potential MBEs and/or WBEs are above competitive levels and increase cost of doing business and would make acceptance of such MBE and/or WBE bid economically impracticable, taking into consideration the percentage of total contract price represented by such MBE and/or WBE bid. **(Please explain)**

☐ (4) There are other relevant factors making it impossible or economically infeasible to utilize MBE and/or WBE firms. **(Please explain)**

C. **GOOD FAITH EFFORTS TO OBTAIN MBE/WBE PARTICIPATION**

☐ (1) Made timely written solicitation to identified MBEs and WBEs for utilization of goods and/or services; and provided MBEs and WBEs with a timely opportunity to review and obtain relevant specifications, terms and conditions of the proposal to enable MBEs and WBEs to prepare an informed response to solicitation. **(Please attach)**

☐ (2) Followed up initial solicitation of MBEs and WBEs to determine if firms are interested in doing business. **(Please attach)**

☐ (3) Advertised in a timely manner in one or more daily newspapers and/or trade publication for MBEs and WBEs for supply of goods and services. **(Please attach)**

☐ (4) Used the services and assistance of the Office of Contract Compliance staff. **(Please explain)**

☑ (5) Engaged MBEs & WBEs for indirect participation. **(Please explain)**

D. **OTHER RELEVANT INFORMATION**

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

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CERTIFICATIONS (SECTION 4)

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

A.   PERSONS AND ENTITIES SUBJECT TO DISQUALIFICATION

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

1)   Has been convicted of an act committed, within the State of Illinois, of bribery or attempting to bribe an officer or employee of a unit of state, federal or local government or school district in the State of Illinois in that officer's or employee's official capacity;

2)   Has been convicted by federal, state or local government of an act of bid-rigging or attempting to rig bids as defined in the Sherman Anti-Trust Act and Clayton Act. Act. 15 U.S.C. Section 1 *et seq.;*

3)   Has been convicted of bid-rigging or attempting to rig bids under the laws of federal, state or local government;

4)   Has been convicted of an act committed, within the State, of price-fixing or attempting to fix prices as defined by the Sherman Anti-Trust Act and the Clayton Act. 15 U.S.C. Section 1, *et seq.;*

5)   Has been convicted of price-fixing or attempting to fix prices under the laws the State;

6)   Has been convicted of defrauding or attempting to defraud any unit of state or local government or school district within the State of Illinois;

7)   Has made an admission of guilt of such conduct as set forth in subsections (1) through (6) above which admission is a matter of record, whether or not such person or business entity was subject to prosecution for the offense or offenses admitted to; or

8)   Has entered a plea of *nolo contendere* to charge of bribery, price-fixing, bid-rigging, or fraud, as set forth in sub-paragraphs (1) through (6) above.

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

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

B.   BID-RIGGING OR BID ROTATING

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

C.   DRUG FREE WORKPLACE ACT

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

D.   DELINQUENCY IN PAYMENT OF TAXES

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

E.   HUMAN RIGHTS ORDINANCE

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

F.   ILLINOIS HUMAN RIGHTS ACT

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

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

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

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

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

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

1)   Not-For Profit Organizations (defined as a corporation having tax exempt status under Section 501(C)(3) of the United State Internal Revenue Code and recognized under the Illinois State not-for -profit law);

2)   Community Development Block Grants;

3)   Cook County Works Department;

4)   Sheriff's Work Alternative Program; and

5)   Department of Correction inmates.

REQUIRED DISCLOSURES (SECTION 5)

1.   DISCLOSURE OF LOBBYIST CONTACTS

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

Name   Address

_____*N/A*_____

_____

_____

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

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

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

Yes:____✓____   No:_____

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

_____

_____*3630 COMMERCIAL AVE.*_____

_____*NORTHBROOK, IL 60062*_____

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

Yes:____✓____   No:_____

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

Every Applicant for a County Privilege shall be in full compliance with any child support order before such Applicant is entitled to receive or renew a County Privilege. When delinquent child support exists, the County shall not issue or renew any County Privilege, and may revoke any County Privilege.

All Applicants are required to review the Cook County Affidavit of Child Support Obligations attached to this EDS (EDS-8) and complete the following, based upon the definitions and other information included in such Affidavit.

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): _11-30-302-045-0000_ / _10-28-104-0063-00(_

_21-31-409-045-0000_ / _10-28-104-061-000_

_04-06-202-011-0000_
(ATTACH SHEET IF NECESSARY TO LIST ADDITIONAL INDEX
NUMBERS)

OR:

b)   _____The Undersigned owns no real estate in Cook County.

5.   EXCEPTIONS TO CERTIFICATIONS OR DISCLOSURES.

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

_____

_____

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

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
NAUSHAD ALI	3630 Commercial Ave Northbrook, IL 60062	60%
ZULFI-SAYLA	3630 Commercial Ave. NORTHBROOK, IL 60062	40%

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

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

3. Is the Applicant constructively controlled by another person or Legal Entity?   [   ] Yes   [X] No

If yes, state the name, address and percentage of beneficial interest of such person or legal entity, and the relationship under which such control is being or may be exercised.

Name	Address	Percentage of Beneficial Interest	Relationship
N/A			

Declaration (check the applicable box):

[X] I state under oath that the Applicant has withheld no disclosure as to ownership interest in the Applicant nor 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.
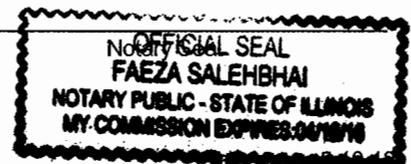
ZULFI SAYLA
Name of Authorized Applicant/Holder Representative (please print or type)

Title: V-P

Signature: _Zulfi Sayla_

Date: 6/19/12

E-mail address: ZULFI @ THESST.COM

Phone Number: 847-272-6160 EXT. 235

Subscribed to and sworn before me
this 19 day of June, 2012.

My commission expires: 04/16/2016

X _____
Notary Public Signature

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FAMILIAL RELATIONSHIP DISCLOSURE PROVISION:

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

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

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

DEFINITIONS:

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

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

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

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

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

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5.10.12

SWORN FAMILIAL RELATIONSHIP DISCLOSURE FORM

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

Name of Owner/Employee: _ZULFI SAYLA_ Title: _VP_

Business Entity Name: _SYSTEM SOLUTIONS INC._ Phone: _847-272-6160 EXT. 235_

Business Entity Address: _3630 COMMERCIAL AVE. NORTHBROOK, IL 60062_

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

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

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

__X__ There is *no* familial relationship that exists between the owner or any employee of the business entity contracted to do business with Cook County and any person holding elective office in the State of Illinois, Cook County, or in any municipality within Cook County.
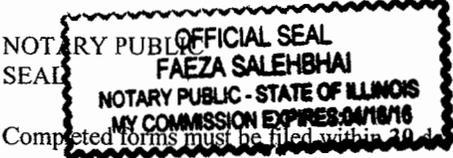
To the best of my knowledge and belief, the information provided above is true and complete.

_____ _6/19/12_
Owner/Employee's Signature   Date

Subscribe and sworn before me this ___19___ Day of ___June___, 20_12_

a Notary Public in and for ___Cook___ County

_____
(Signature)

NOTARY PUBLIC
SEAL

My Commission expires _04/16/2016_

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

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

EDS-12

5.10.12