

CONTRACT NO. 12-88-03584
ESRI Contract No.2013C4847

CONTRACT FOR SERVICE

DOCUMENT NO. 12-88-03584



**CADASTRAL GIS UPGRADE
FOR
COOK COUNTY BUREAU OF TECHNOLOGY- DEPARTMENT OF GEOGRAPHIC
INFORMATION SYSTEMS**

WITH: ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE, INC.

**BOARD OF COMMISSIONERS
COUNTY OF COOK
TONIPRECKWINKLE, PRESIDENT**

**ISSUED BY THE
OFFICE OF THE CHIEF PROCUREMENT OFFICER**

REQ# 105392

CONTRACT FOR SERVICE
PART I
AGREEMENT

This Contract is made and entered into by and between the County of Cook, a public body corporate of the State of Illinois, acting through the Cook County Bureau of Technology hereinafter the "County", or "Licensee" and Environmental Systems Research Institute, Inc. hereinafter "ESRI" or "Contractor", pursuant to authorization by the Cook County Board of Commissioners, as evidenced by the Board Authorization Letter attached hereto as Exhibit A.

WHEREAS, the County is responsible for procuring services for the **Cook County Bureau of Technology, Department of Geographic Information Systems**, herein after the "Using Department", which provides services to the residents of Cook County, Illinois;

WHEREAS, the Using Department requires a Cadastral Upgrade for use in its geographic information systems ("GIS"), which shall be collectively identified as the Cadastral GIS Upgrade; and

WHEREAS, ESRI is able, willing and agrees to provide professional services to carry out such Cadastral GIS Upgrade upon the terms and conditions hereinafter provided and in consideration for the fees as set forth herein;

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

I. GENERAL

The above recitals are incorporated into this Contract as if fully set forth herein.

II. CONTRACT PERIOD

This Contract shall be effective after proper execution of the contract documents by the County through December 15, 2015 ("Term") unless terminated earlier as provided herein; "proper execution" is defined as the date the Cook County Board of Commissioners approves it (provided that the Contract has already been executed by Contractor).

III. COMPENSATION; INVOICING AND PAYMENT TERMS

- A. Maximum Fees and Invoices.** In no case shall the maximum, cumulative and aggregate amount payable by the County pursuant to this Contract exceed the amount of One Million Nine Hundred Twenty-Seven Thousand Dollars (\$1,927, 000) ("Maximum

Fee”) as detailed in Article III. B Fee Schedule below. Prior to seeking payment from the County, ESRI shall submit invoices to the Using Department in accordance with Article 8 – Compensation; Invoices of Exhibit C - Professional Services Addendum and the County shall make payment within sixty (60) days of receipt of the Contractor’s invoice.

B. Fee Schedule.

The firm fixed price to provide the Cadastral GIS Upgrade as described in Exhibit B – Scope of Work is detailed in the following Fee Schedule:

Task	Cost
Project management (including, if any, site visits, data handling, overhead, etc.)	\$260,000
Application requirements, design and development	\$291,000
Application implementation	\$581,000
Geodatabase design	\$75,000
Geodatabase migration	\$259,000
Metadata	\$12,000
Quality assurance	\$285,000
Training	\$71,000
Post-implementation services	\$93,000
Grand Total	\$1,927,000

IV. CONTRACTOR TERMS

- A. Professional Services related to the Cadastral GIS Upgrade shall be governed in part, by ESRI’s Exhibit C - Professional Services Addendum.

V. SCOPE OF WORK

- A. **Professional Services.** ESRI shall provide the professional services Deliverables described in Exhibit B - Scope of Work (attached hereto and incorporated herein) within the time frames provided as more particularly described in Section 5.6 Project Schedule of Exhibit B – Scope of Work pursuant to the terms of this Contract.

B. Training.

- i. The COTS Parcel Editor Training described in Task 3.2 of Exhibit B - Scope of Work, is provided pursuant to the terms and conditions of the ESRI Enterprise Advantage Program (EEAP) (ESRI EAP Agreement No. 2012EAP5272, which is an attachment to County Contract 12-90-099; ESRI Contract 2012ELA5272, which is referred to herein as the Enterprise Licensing Agreement (“ELA”) and funded via Credits contained therein, which were prepaid by the County through its ELA with ESRI.
- ii. The training described in Task 8 Training of Exhibit B - Scope of Work is provided and funded pursuant to the terms and conditions of this Contract and Article III. B Fee Schedule herein.

C. ESRI COTS Software. The ESRI COTS Software referenced in Exhibit B - Scope of Work is provided subject to the terms and conditions of the ELA. Funding for such COTS Software is provided through the ELA.

D. Third Party COTS Software/Out of Scope Software. The parties expressly agree that there is certain third party COTS software (Crystal Reports and MS SQL Server) that Cook County will need to procure separately at its own cost in order to facilitate the Cadastral GIS Upgrade.

VI. DOCUMENTS COMPRISING CONTRACT; ORDER OF PRECEDENCE

This Contract incorporates the following Documentation:

1. Exhibit A - Board Authorization Letter
2. Part I of the Contract
3. Exhibit B - Scope of Work
4. Exhibit C - Professional Services Addendum E600M
5. Exhibit D - MBE/WBE Compliance Approval Letter

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

In the event that there is a conflict between or among any of the terms and conditions of any of the documents described below (which are collectively referred to herein as the “Contract”), the order of precedence to be used in interpreting the documents, from highest to lowest in priority and precedence, shall be as follows:

- (1) Exhibit A, Board Authorization Letter
- (2) Part I of the Contract;
- (3) Exhibit C - Professional Services Addendum E600M;
- (4) Exhibit B - Scope of Work

VII. GENERAL TERMS

1. Assignment of Contract

Contractor may, in whole or in part, and with County's prior written consent, which shall not be unreasonably withheld, assign any of its rights or delegate any performance under this Contract to a Contractor subsidiary or affiliate, provided that Contractor shall remain responsible for the performance it delegates.

2. Modifications and Amendments

The parties may during the term of the Contract make modifications and amendments to the Contract but only as provided in this section. Such modifications and amendments shall only be made by mutual agreement in writing.

The Chief Procurement Officer shall have the authority to execute amendments to contracts in an amount less than \$150,000.00, provided that any such amendment does not extend the Contract by more than one (1) year. However, Board approval shall be required for any procurement of the same or similar supplies, goods, equipment or services which would result in the aggregate amount of such procurements from the same Contractor by the same Using Department is equal to or exceeds \$150,000.00. The "amount" of a Contract shall mean the maximum amount payable under such Contract.

No person has the power or authority to approve, authorize or execute an amendment to the Contract in the amount of \$150,000.00 or more without approval of the County Board

No County department or employee thereof has authority to make any modifications or amendments to this Contract. Any modifications or amendments to this Contract made without the express written approval of the Board, or where applicable, the Chief Procurement Officer is void and unenforceable.

3. Expiration and Termination

Upon expiration of the Term of this Contract, Exhibit C - Professional Services Addendum shall expire and the parties shall have no further obligations pursuant to its terms.

Notwithstanding the forgoing, in the event that the Scope of Work cannot be completed prior to the expiration of the Term of this Contract, the parties may enter into a written amendment to extend the Term of this Contract

The following Articles of Exhibit C shall survive termination: Patents and Inventions; Ownership, Confidentiality and Export Controls; Required Corrections and Limited Warranty ii Disclaimer of Warranties; Limitation of Liability; and High Risk Activities. Unless County has materially breached its obligations under this Contract, the Articles titled License Grant and Required Corrections and Limited Warranty—i Limited Warranty shall also survive expiration. In addition, the Articles titled Article III. Compensation, Invoicing and Payment Terms, VII. General Terms, 3. *Expiration and Termination*, and 6. *Taxes* shall also survive expiration.

(a) Termination of Contract for Material Breach

Either party may terminate this Contract for a material breach by the other party. The breaching party shall be given a period of thirty (30) days from the date of receipt of the written notice to cure any material breach. However, if the alleged breach relates to the County's non-payment of invoices, the cure period shall be sixty (60) days. Notwithstanding the forgoing, Contractor shall have the right to seek an injunction, specific performance, or other equitable relief without the requirement of posting a bond in the event the County engages in unauthorized use, reproduction, or disclosure of Deliverables. Subject to any applicable limitations set forth in this Contract, the party terminating the Contract shall have the right to pursue its available legal and/or equitable remedies. In no event shall Contractor be entitled to any consequential damages. Irrespective of the exercise of remedies hereunder, Contractor shall not enter the County's premises to repossess any component thereof.

(b) Termination of Contract for County's Convenience

At its convenience, County may terminate this Contract provided County provides Contractor with a written notice of at least sixty (60) days and upon payment to Contractor of all amounts due to date pursuant to this Contract.

In the event that the Contract is terminated for convenience the following conditions shall apply:

- i. Exhibit C, Professional Services Addendum shall terminate and the parties shall have no further obligations pursuant to its terms except as detailed herein. Upon receipt of such termination notice, Contractor shall immediately cease performance and thereafter submit invoice(s) to the County for all work performed through the day on which such notice was received. The County shall pay outstanding Contractor invoices within sixty (60) days of receipt. The invoices may include reasonable amounts expended by ESRI for site visits, which were scheduled prior to a notice of termination for the County's convenience and could not be refunded to ESRI. Notwithstanding such termination for convenience, the following Articles of Exhibit C shall survive termination: Patents and Inventions; Ownership, Confidentiality and Export Control; Required Corrections and Limited

Warranty— ii Disclaimer of Warranties; Limitation of Liability and High Risk Activities. In addition, the Articles titled License Grant and Required Corrections and Limited Warranty—i Limited Warranty and the Articles titled Article III. Compensation, Invoicing and Payment Terms.

4. Force Majeure and Unavoidable Delays

If the performance of this Contract, or any obligation except the making of payments, is prevented, restricted, or interfered with by reason of fire, flood, earthquake, explosion, or other casualty or accident; strikes or labor disputes; inability to procure or obtain delivery of parts, supplies, or power; war, terrorist act, cyberattack, or other violence; any law, order, proclamation, regulation, ordinance, demand, or requirement of any governmental agency; or any act or condition whatsoever beyond the reasonable control of the affected party; the party so affected, upon giving prompt notice to the other party, shall be temporarily excused from such performance to the extent of such prevention, restriction, or interference.

5. Insurance

Contractor shall purchase and maintain during the term of this Contract insurance coverage insurance that shall include, but not be limited to, Workers' Compensation and Employer's Liability (\$1,000,000), Auto Liability (\$1,000,000), Professional Liability (\$2,000,000) and Commercial General Liability (\$2,000,000), including broad form Contractual and Product Liability (\$1,000,000 for most other type items). The provision of this paragraph shall not be deemed to limit the liability of Contractor hereunder or to limit any rights that Contractor or Licensee may otherwise have.

The County of Cook, Illinois, shall be named as an additional insured on the above referenced policies unless such designation is unavailable due to commercial practices in the insurance industry as to the particular type of coverage.

6. Taxes

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

7. General Notice

All notices required pursuant to this Contract shall be in writing and addressed to the parties at their respective addresses set forth below. All such notices shall be deemed duly given if hand

delivered or if deposited in the United States mail, postage prepaid, registered or certified, return receipt requested or delivered via a commercial courier (such as FedEx). Notice as provided herein does not waive service of summons or process.

TO THE COUNTY:

COOK COUNTY CHIEF
PROCUREMENT OFFICER
118 North Clark Street, Room 1018
Chicago, Illinois 60602
Include County Contract Number in all
notices

With copies to:

COOK COUNTY CHIEF INFORMATION OFFICER
69 W. Washington St., 27th Floor
Chicago, Illinois 60602
Include County Contract Number in all
notices

TO CONTRACTOR:

Environmental Systems Research Institute, Inc.
380 New York Street
Redlands, CA 92373-8100
Attn: Contract Manager, Krista Moreno
Tel: 909-793-2853, ext. 2248
Fax: 909-307-3020

8. Confidentiality

The parties shall treat the following information as confidential:

(a) Contractor Confidential Information

The following terms and conditions of this Contract are confidential and proprietary information of Contractor. Contractor's confidential information includes:

- (1) Custom software, applications or training materials which if not held confidential would disclose ESRI code.

(b) County Confidential Information

"Confidential Information" means, with respect to the County data contained in the Contractor PSS web site database, any County electronic network topography, network

diagrams, access codes, user identifications, computer programs (in object or source code format or any other form), know-how, inventions, processes, data bases, documentation, training materials, designs, reports, manuals, documents, specifications, hardware, software and equipment and any other intellectual property and any tangible embodiments of it (collectively "Intellectual Property" or "IP") that County makes available to ESRI (collectively "Licensee IP"); (c) this Contract; and (d) business and/or technical information of any kind and any other information, records, materials or data provided such information in a - d is designated in writing or orally and confirmed in writing within thirty (30) days of disclosure, by the disclosing party as "Confidential," "Restricted," "Secret," or other similar term.

(c) Contractor's Obligations

Contractor acknowledges and agrees that County's Confidential Information shall not be disclosed, directly, indirectly, or be used by Contractor in any way, whether during the term of the Contract or for 3 years after disclosure except as required in the course of Contractor's performance hereunder. Contractor shall not have the right to compile and distribute statistical analyses and reports utilizing data derived from County's Confidential Information without the prior written approval of County. In the event such approval is given, any such reports published and distributed by Contractor shall be furnished to County without charge.

(d) Survival of Confidentiality Obligations

The confidentiality obligations of the parties will survive expiration or termination of the Contract. Upon termination of the Contract, Contractor will cease all use of County's Confidential Information and will, upon County's request, promptly return, or at County's request destroy, all Confidential Information, including any copies, in tangible form in the Contractor's possession or under its control, including Confidential Information stored on any medium. Upon request, Contractor will certify in writing its compliance with this Article.

9. Governing Law

This Contract shall be governed by and construed under the laws of the State of Illinois, except that U.S. federal law shall govern in matters of intellectual property. The venue for any action or proceeding arising from this agreement shall be litigated within the appropriate state or federal court located within Cook County, State of Illinois.

10. Waiver

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

11. Independent Contractor Status; No Third Party Beneficiaries.

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

Nothing contained herein shall be deemed or construed by the parties hereto, or by any third party, as creating the relationship or principal and agent or of partnership or of joint venturer or any relationship between the parties hereto other than that of independent contractors. Nothing herein shall be construed to confer upon any third parties the status of third party beneficiary. Neither party has the authority to enter into any contracts on behalf of the other party or otherwise act on behalf of the other party.

12. Severability

If any provision of this Contract shall be adjudged by any court of competent jurisdiction to be invalid, illegal or unenforceable, then the validity, legality and enforceability of the remaining provisions shall in no way be affected or impaired thereby and shall be enforced to the maximum extent permitted by applicable law.

13. Minority- and Women-Owned Business Enterprises.

Contractor will utilize Minority Business Enterprises (MBE) and Women-owned Business Enterprises (WBE) in accordance with the MBE/WBE Compliance Approval Letter attached hereto as Exhibit D and incorporated into this Contract.

COOK COUNTY ORDINANCE DIVISION 6, SECTION 34-275 - 34-303

I. POLICY AND GOALS

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

contracts and agreements to certified MBEs and WBEs.

- B. A Proposer may achieve the MBE/WBE participation goals by its status as a MBE or WBE; by entering into a joint venture with one or more MBEs and/or WBEs; by subcontracting a portion of the work to one or more MBEs or WBEs; by entering into a Mentor-Protégé Agreement with a MBE or WBE; by the indirect participation of MBEs or WBEs in other aspects of the Proposer's business; or by a combination of the foregoing.
- C. A Waiver Request must be submitted with the Proposal, documenting the inability of the Proposer to meet the goals, and providing written evidence of "Good Faith Efforts," to obtain goals.
- D. A Proposer's failure to carry out its MBE/WBE commitments in the course of performance on a contract shall constitute a material breach of the contract, and if such breach is not appropriately cured, may result in the termination of the contract or such other remedies authorized by the Ordinance as the County deems appropriate.

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

A. MBE/WBE Participation Documentation

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

1. A **Utilization Plan** identifying all firms intended to be utilized to fulfill the goals; the MBE/WBE status of each firm; the name, address, e-mail address and telephone number of the contact person for each MBE/WBE firm; the dollar value of the goods and services to be provided by the MBE/WBE firm; and the dollar value expressed as a percentage (%) of the total value of the purposed contract. (See Section I of page EDS-1)
2. A **Letter of Intent** for each MBE/WBE containing specific information regarding goods to be provided or services to be performed by the MBE/WBE; the dollar value of the goods or services, the percentage

(%) of the dollar value; and the original signatures of the appropriate officer for both the Proposer and the MBE/WBE. (See Section 2 of page EDS-2)

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

4. **Waiver/Goal Reduction Petition** must be included at the time of the submission of the Proposal document. Where the Proposer does not include all documentation in support of the Petition at the time of submission, such documentation must be submitted to the Office of Contract Compliance not less than three (3) business days after the submission date. The Contract Compliance Administrator retains the right to reject the certification of any MBE or WBE on the ground that it does not meet the County's definition of a MBE or WBE.

B. Use of MBE/WBE Professionals

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

C. Affirmative Action Plan

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

III. NON-COMPLIANCE

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

IV. REPORTING/RECORD KEEPING REQUIREMENTS

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

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

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

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

1. **Annual Contracts:** monthly reporting from both Prime and Sub-Contractors.
2. **Multi Year Contracts:** monthly reporting from both Prime and Sub-Contractors including proof of payments.
3. **One time purchases** require verification of proof of payment **immediately.**

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

V. EQUAL EMPLOYMENT OPPORTUNITY

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

Any questions regarding this document should be directed to:

Administrator
Cook County Office of Contract Compliance
118 N. Clark Street – Room 1020
Chicago, Illinois 60602

(312) 603-5502

14. Personnel.

The Contractor shall state the name of the project manager assigned to provide Professional Services pursuant to this Contract. The County may at any time request, in writing that, the Contractor remove any of the assigned personnel providing Professional Services Deliverables for cause and furnish to the County other personnel with equivalent skills within thirty (30) days of notification. Contractor shall be solely responsible for the approval and appointment of replacement staff, and the Contractor shall be fully responsible to the County for all work performed pursuant to this Contract by Contractor's employees, subcontractors or others who may be retained by the Contractor with the approval of the County.

15. Disputes.

Prior to any court action, except when seeking injunctive relief, any dispute arising under the Contract between the County and Esri shall be preliminarily decided by the Chief Procurement Officer. The complaining party shall submit a written statement detailing the dispute and specifying the specific relevant Contract provision(s) to the Chief Procurement Officer. Upon request of the Chief Procurement Officer, the party complained against shall respond to the complaint in writing within five days of such request. The Chief Procurement Officer will reduce his decision to writing and mail or otherwise furnish a copy thereof to Esri and the Director of the Using Department. Dispute resolution as provided herein shall be a condition precedent to any other action at law or in equity. However, unless a notice is issued by the Chief Procurement Officer indicating that additional time is required to review a dispute, the parties may exercise their contractual remedies, if any, if no decision is made within sixty (60) days following notification to the Chief Procurement Officer of a dispute. No inference shall be drawn from the absence of a decision by the Chief Procurement Officer. Notwithstanding a dispute, Contractor shall continue to discharge all its obligations, duties and responsibilities set forth in the Contract during any dispute resolution proceeding unless otherwise agreed to by the County in writing.

16. Compliance with Laws.

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

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

17. Conduct of the Contractor.

The Contractor agrees to inform the County on a timely basis of all of the Contractor's interests, if any, which are or which the Contractor reasonably believes may be incompatible with any interest of the County. The Contractor shall take notice of and comply with the Cook County Lobbyist Registration Ordinance (No. 93-0-22, 6-22-93). Neither Contractor nor any of its employees, agents or subcontractors shall use for business or personal gain, or make improper use of confidential information which is acquired in connection with the Contract.

18. Accident Reporting.

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

19. Cooperation with the Inspector General.

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

Contractors, subcontractors, licensees, grantees or persons or businesses who have a County contract, grant, license, or certification of eligibility for County contracts shall abide by all of the applicable provisions of the Office of the Independent Inspector General Ordinance (Section 2-281 et. seq. of the Cook County Code of Ordinances). Failure to cooperate as required may result in monetary and/or other penalties.

[END OF PART I]

EXHIBIT A

COOK COUNTY BOARD AUTHORIZATION LETTER

POST BOARD AGENDA

APPROVED BY THE BOARD OF COOK COUNTY COMMISSIONERS JUL 17 2013
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BUREAU OF TECHNOLOGY
DEPARTMENT FOR MANAGEMENT OF INFORMATION SYSTEMS

PROPOSED CONTRACT

Transmitting a Communication, dated June 27, 2013 from

LYDIA MURRAY, Chief Information Officer
and
SHANNON E. ANDREWS, Chief Procurement Officer

requesting authorization for the Chief Procurement Officer to enter into and execute Contract No. 12-88-03584 with Environmental Systems Research Institute, Inc. (ESRI), Redlands, California, for a 28-month term that includes, which includes cadastral application design, migration, geodatabase design to a parcel fabric model, metadata, establishment of quality assurance/quality control procedures, source code, training and post-implementation support.

Reason: The redesign of the cadastral process will coordinate Geographic Information Systems (GIS) business flow primarily between the offices of the Clerk, the Assessor, the Recorder of Deeds, the Treasurer, the Department of GIS, other County agencies, and the County's constituent local jurisdictions. These products will support the basic requirements of property taxation including parcel maintenance, map production, timely tax bills, public outreach, and the integration of geospatial data included in the County's enterprise GIS. The County will realize benefits of leveraging the latest, tested technology to derive greater efficiencies to streamline administration of the vital processes of property taxation and assessment.

Estimated Fiscal Impact: \$1,927,000.00 (FY 2013: \$275,285.72; FY 2014: \$825,857.14; and FY 2015: \$825,857.14). Contract period: August 15, 2013 through December 15, 2015. (545-260 Account).

Sufficient funds are available in the Geographic Information Systems Fund.

No lobbying contact was made for this item.

EXHIBIT B
SCOPE OF WORK

EXHIBIT B

ARTICLE V. (5.0)SCOPE OF WORK

5.1 Solution Overview

Esri's Cadastral GIS Upgrade Solution ("Solution") maximizes the use of COTS technology and will utilize custom development only where absolutely necessary to meet the requirements of this Contract. The Solution is based on ArcGIS 10.1 and is centered on ArcGIS Workflow Manager for managing jobs and ArcGIS Desktop with the Parcel Editor for parcel management and Python based scripting for Map production. Esri shall provide a Solution that performs the following functions:

- **Parcel Management:** Parcel Editor is Esri's most efficient technology for editing and maintaining parcel features. The tool provides industry-specific functions, such as split by area, parcel merge, and parcel traverse. The Parcel Fabric and Parcel Editor tools provide a robust data editing environment for managing tax parcels. The parcel fabric provides for a topologically correct parcel layer, which supports vertical parcels. In addition to editing performance, users may optionally benefit from the unique ability of Parcel Editor to support positional accuracy management of an entire GIS through the least-squares calculation of corner positions.
 - **Editing Automation:** Parcel editing and tax map creation will be supported by the Task Assistant Manager (TAM) which is the latest generation of the Editor Assistant in the existing Cook County cadastral system. TAM is a COTS product distributed with ArcGIS Workflow Manager. Fundamentally, the Task Assistant was created in order to capture micro-level business process steps into repeatable processes and present them in an easy-to-use interface so regardless of a knowledge worker's skill level, s/he would have a "guide" to the necessary tools and steps to create and execute specific business processes. The steps in a TAM workflow can be used to execute ArcMap commands or geoprocessing tools, and to set layer properties such as visibility and snapping.
 - **History Management:** The Parcel Fabric provides an inherent history model to support the editing of parcels over time. This is an improved history method rather than relying solely on Geodatabase versions.
 - **Topology:** The Parcel Fabric has its own inherent topological data structure to ensure the integrity of parcel geometries. The Parcel Fabric layers can be used in a topology to help maintain the spatial coincidence of other spatial features.
 - **Map Production:** The ArcGIS 10.1 release provides significant improvements in the core map production tools. This includes labeling, annotation, cartographic representations, and map series creation. A vast majority of the existing Cook editing tools are focused around the production of maps and can largely be replaced with COTS
-

functionality. The map layout and map production can be automated using map scripting with Python.

- **Workflow:** The main elements of the existing Cook County workflow will be replaced by the COTS ArcGIS Workflow Manager (WMX) and will be integrated with some custom tabular data entry forms for managing the Division Entry process. WMX is the primary interface for both desktop- and web-based users. Organization business process owners use WMX to graphically configure COTS-based reusable workflows which represent Cook County business processes.

Configured workflows are then published for usage by knowledge workers. These workflows will guide Cook County knowledge workers through administratively approved steps that are required to meet the organization's business objectives. As organizational business processes evolve due to changing conditions, it is a simple process to update workflows to meet new objectives.

WMX also enables administrative personnel to report and manage the various jobs that are underway at any given time.

- **Data Migration:** ArcGIS Extract, Transform, and Load (ETL) models and scripts will be utilized for the migration and transformation of data into the parcel fabric datasets. These may be a combination of model builder models with supporting python scripts, as needed, for finer grain control of the various data translation processes required. The ETL tools will facilitate an efficient change of source and destination datasets to streamline testing of the scripts before being utilized on production data.
- **Data Management:** ArcGIS for Server provides centralized management of all services for mapping, imagery, globes, geocoding, geodata management, and more. Our Solution will enable Cook County to utilize COTS services for both the desktop- and web-based clients.

ArcSDE (Spatial Database Engine) technology is a core component of ArcGIS for Server. It manages spatial data in a relational database management system (RDBMS) and enables it to be accessed by ArcGIS clients. It is the technology that provides the framework to support long transactions, which facilitates the versioned editing environment in multiuser geodatabases. The Geodatabase is the primary data storage model for ArcGIS; it provides a single central location to access and manage spatial data. For the Cadastral GIS Upgrade project, the central Geodatabase will be based on the ArcGIS for Local Government Information Model on the Microsoft SQL Server platform.

- **Imagery Management:** The County orthoimagery will be managed in a mosaic dataset which will improve the access of imagery to the end users and improve the spatial quality of the parcel base map.
-

- **Reporting:** The existing reports will be updated to work with the new data model and will be based on Crystal Reports 2011.

Esri shall implement the project in three phases:

- **Phase One:** Project Initiation – will include project kickoff activities and will involve a review of the existing cadastral system and the development of the software requirements specification document and use cases.
- **Phase Two:** Design, Development and Testing – will include a more detailed design and the configuration of COTS components and the development of the custom tools where needed. The Esri Team shall configure and develop custom Cadastral GIS Upgrade functionality in three development cycles within Phase 2, each will be approximately 2-3 months in duration for a total of 8 months. The purpose of the first development cycle will be to show configured COTS functionality with preliminary data. The second development cycle will demonstrate the following key components: Editing workflows, map documents (MXDs), parcel editing tools, reports, and the initial pilot data migration. The third development cycle will demonstrate the following key components: Map templates, map production tools, data entry forms, data synchronization, and the final data migration. Internal integration testing will be conducted at each development iteration along the way as well as demonstrations and evaluation by County staff to refine the Solution.
- **Phase Three:** Implementation and Production – will include the user acceptance testing (UAT) and final acceptance testing (FAT) as well as training and installation into production.
- **Post Implementation Support** – at the completion of Phase 3, the Esri Team shall provide a year of post deployment support for maintaining the Solution as detailed in Task 9 Post-implementation Maintenance.

5.1.1 Technical Solution

Esri shall provide a COTS First Solution. The fundamental premise of a COTS First approach is to exploit all the power and functionality the commercial off the shelf software has to offer and implementing that capability as designed. Only in the cases where there are no COTS equivalents will functionality be developed.

Esri's COTS First Solution will deploy and configure appropriate Esri COTS technology and provide the necessary training and post implementation support to meet Cook County's requirements / business processes as outlined in the Scope of Work below.

Esri recognizes there is a technological balance that must be achieved by enterprises in order that they remain agile and able to respond rapidly to the constantly evolving technological environment. New solutions are always appearing and typically right after a long development project has completed. We believe this balance is best achieved by adopting a COTS First approach and evolving current business processes to accommodate.

Esri shall only implement customizations where gaps are identified.

The COTS First Solution shall encourage Cook County to become more self-supportive (via readily available COTS documentation and training provided by Esri), more agile (as COTS technology can be readily upgraded vs. needing to accommodate the migration customizations), and a fundamentally COTS First Solution will offer the County the best opportunity to interface with other appropriately configured systems.

The existing Cook County Cadastral system is a highly customized application with a rigid workflow. This deployment was appropriate for the original implementation, as available COTS technologies were not available at the time the project was executed. The current system has successfully supported Cook County for over 10 years.

Esri's COTS technologies have significantly evolved during the lifetime of the existing system. The problem facing Cook County now is that the ability to take advantage of these COTS advancements is hindered (and in many cases not possible) due to the many customized applications comprising the existing system – in fact the current system customizations are written in a language that is now no longer being used by today's professionals and is no longer supported by Microsoft. This situation will be minimized by adopting an Esri's COTS First approach.

The following table identifies the existing functionality in the current cadastral system and its COTS equivalent:

Current Technology	Proposed Technology
Custom Workflow	ArcGIS Workflow Manager
Custom Division Entry	Custom Division Entry
Custom Parcel Editing Tools	ArcGIS Parcel Editor
Version History Management	ArcGIS Parcel Fabric history
Custom Vertical Parcel Management	ArcGIS Parcel Editor
Custom Map Layout	ArcGIS Map Automation using python Scripting
ArcIMS	ArcGIS Server
MS SQL Server	MS SQL Server
ArcSDE/ArcGIS Server Basic	ArcGIS Server
N/A	Topology
N/A	Mosaic Dataset and the ArcGIS Server Image Extension
Crystal Reports	Crystal Reports

**Table 5-1
Existing and Proposed Technology**

The diagram below presents a conceptual overview of the COTS First Solution as well as a new workflow for maintaining parcel information updates.

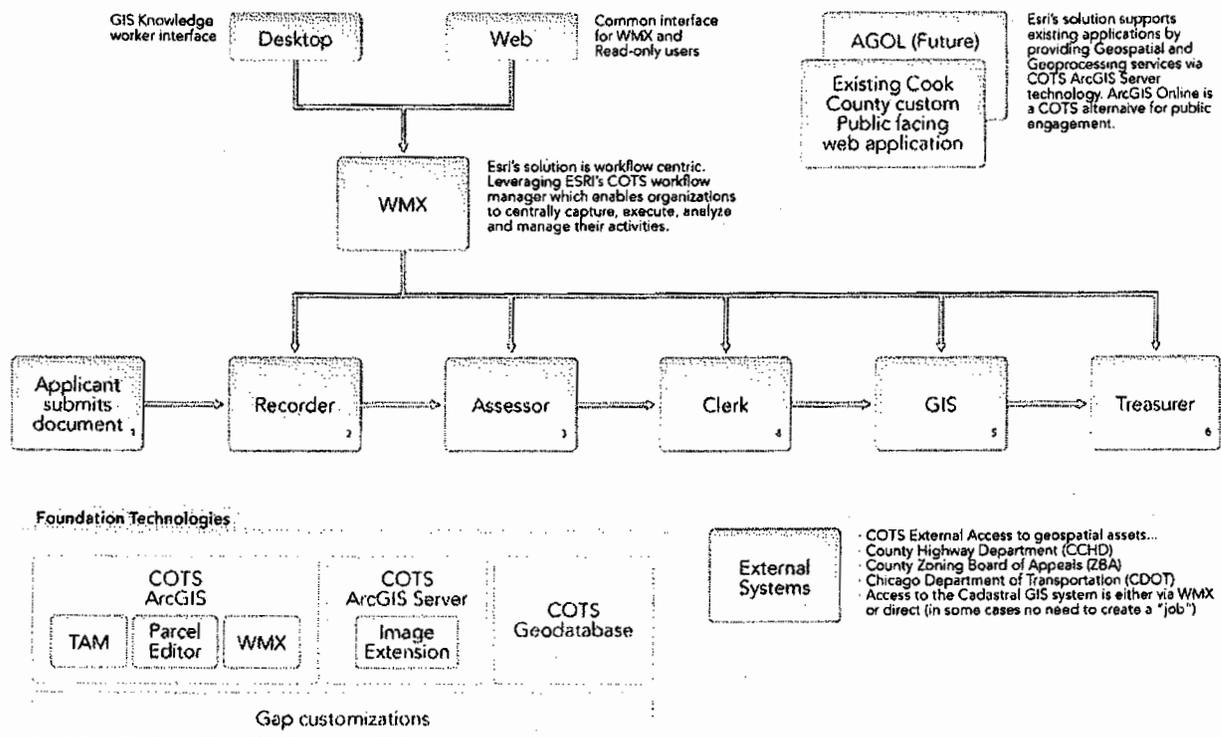


Figure 4. The Esri team's COTS-First Solution. See Table 5-2 below for description of workflow actors and actions as designated in subtext.

In the Solution presented above, Cook County staff will interact with forms integrated into ArcGIS Workflow Manager (WMX). WMX provides the framework for creating and assigning jobs and for managing Geodatabase versions. Additionally, it will serve as the central point for reporting. As a job makes its way through the system and from office to office, information is stored in a Geodatabase which is based on the ArcGIS for Local Government Information Model. In the above diagram, a simple workflow is presented on how a parcel update (petition, new division etc.) may occur. It starts with an Applicant coming in with documents to the Recorder's Office. The table below discusses for each actor the steps that are taken in the system.

Table 5-2 System Actors and Actions

Actor	Actions Taken
Applicant (1)	Provides documents to the Recorder for a new petition or change to a property (subdivision).
Recorder (2)	Receives, reviews, and approves recorded plats and tax parcel divisions, for integration into the cadastral database and update the tabular attributes of new cadastral features
Assessor (3)	Creates Division and adds legal description and tax payer information
Clerk (4)	Assigns PINs for the parcels, create and update the spatial cadastral features, attributing those features, and creating tax maps from the cadastral database
GIS (5)	Exports data to synchronize with Assessor's office
Treasurer (6)	Uses data from system data to process tax bills
Read only	These are other departments and or actors that only require the ability to review various Cadastral Systems content

Esri's COTS First Solution will be consumable by other in-place external systems maintained by Cook County, for example:

- Cook County's public facing web application (Note: Esri's COTS ArcGIS Online for Organizations technology offers an alternative to a custom web site for public engagement as well as organizational sharing of geo-spatial content).
- Other departments with appropriate software also will be able to leverage the updated system, for example:
 - County Recorder of Deeds (Recorder)
 - County Treasurer (Treasurer)
 - County Highway Department (CCHD)
 - County Zoning Board of Appeals (ZBA)
 - Chicago Department of Transportation (CDOT)
- Access to the Cadastral GIS system is either via WMX or direct (in some cases no need to create a "job")

Esri's COTS First Solution has various embedded COTS functionalities for enabling enterprise integration. The diagram below illustrates the various interfacing functionalities of the Solution:

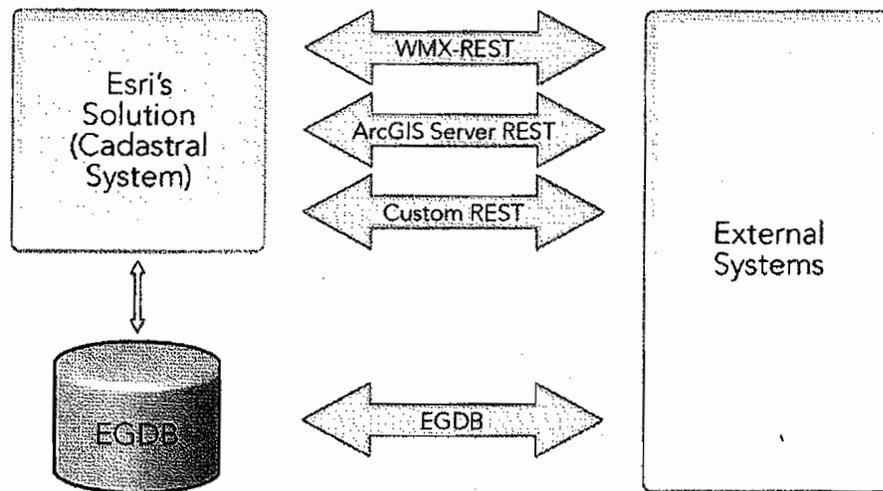


Figure 5 Solution Interfacing.

Interfaces into the Solution will accommodate external systems, desktop clients, web and mobile based clients. Esri SDKs for these platforms facilitate "external" access.

The COTS WMX-REST interface is accessible to external systems / platforms that must interact with the WMX system. WMX workflows can include steps that are to be completed off the primary system on an external system. These steps can then be marked as complete using WMX within the Cadastral System context or via an external system / platform accessing the appropriate WMX REST service.

ArcGIS for Server REST interfaces are accessible to external systems / platforms, for example the Cook County Public facing web site can make use of these REST services by leveraging the various COTS ArcGIS SDKs for web based clients.

The Enterprise Geodatabase (EGDB) is accessible via COTS to properly configured external systems / platforms.

5.1.2 Data Migration

The migration process for the County's existing Geodatabase cadastral feature dataset and tabular data will involve examining the existing data and developing a data migration plan that describes how the data will be migrated. The data migration plan will be the basis upon which the final migration and quality assurance processes are developed to bring the current Cook County Cadastral data into the ArcGIS 10.1 Local Government Information Model.

The processes developed, including ETL scripts and quality assurance measures, will be first tested in a pilot test environment to ensure the results meet the specifications stated in the Data Migration Plan. Metadata will be created for all feature classes and Geodatabase tables. Quality assurance processes and reporting will be developed and tested thoroughly to assess the pilot migration results. These results will be reviewed with the County staff prior to final migration.

Performing the full county final data migration will involve the deployment of the accepted and tested ETL scripts and all accessory processes. Final quality control measures will be executed and all results documented for final acceptance.

5.1.3 County Review and Feedback

The methodology will be both iterative in configuration/development and collaborative between the Esri Team and the County. Esri's COTS First Solution will include standing up a staging environment which Cook County team members will use to review progress and to provide feedback on the emerging system.

As part of the quality control measure that the Esri Team has established for the project, a central code repository stored in Microsoft Team Foundation Server (TFS) will be utilized by the Esri Team. Source code and configuration files, MXDs, TAMs and workflows will be stored in TFS. Esri shall manage the overall builds and integration testing for each of the three development cycles.

The content of the staging environment will be pre-staged and tested internally at Esri for purposes of quality control. Once Esri has tested an interim release, Esri shall promote it to the external staging server to present to the County and receive feedback. Esri's expectation is that this platform will facilitate a feedback loop as the project progresses through iteration cycles toward finalization.

The diagram below illustrates the staging environment as well as the progression of COTS and gap-filling custom deliverables to be developed into this environment.

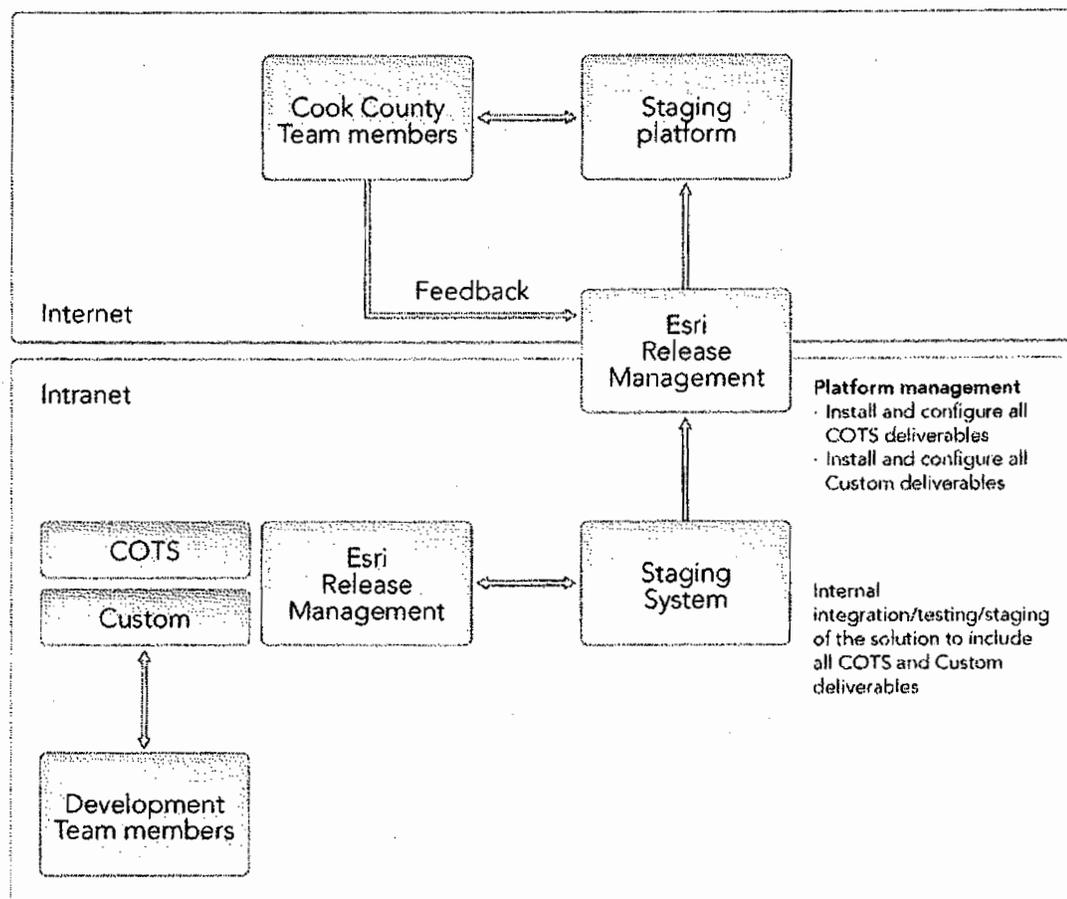


Figure 6 Staging Environment, COTS progression, and gap-filling.

The diagram acknowledges Esri's focus on a COTS First Solution, with minimal gap filling customizations.

5.2 Project Assumptions

This Scope of Work is based upon the following project assumptions:

- The County shall provide all project hardware and software licenses, including ongoing maintenance.
- Esri shall be provided system administration rights to the Cadastral GIS Upgrade environments and support from the County staff when needed.
- The Cadastral GIS Upgrade system will be based on configured functionality currently existing in Esri COTS software products. Custom components and functions will be developed as specified in Tasks 3.4, 3.5, 3.6, 3.7 and 3.8 of this Scope of Work and will be refined in the Software Requirements Specification and Software Design Specification.

- The Esri ArcGIS Local Government Information Model (LGIM) is enabled on the final GDB parcel fabric including the parcel types, attributes, and domains as they apply to editing requirements. For more information see:
http://resources.arcgis.com/en/help/main/10.1/index.html#/About_parcel_fabric_information_models/00wp00000065000000/
- This Project will utilize the Esri COTS automated parcel editing workflows. For more information see:
http://resources.arcgis.com/en/help/main/10.1/index.html#/Automated_parcel_editing_workflows/00wp00000063000000/
- This Project will utilize the Esri COTS ArcGIS Desktop Parcel Editor functionality, along with ArcGIS Workflow Manager, Task Assistant Manager, and ArcGIS Server.
- The latest version of ArcGIS 10.1 will be utilized for migration software and the target Geodatabase.
- The County data will be migrated to the latest release of the Esri ArcGIS LGIM.
- Esri shall not restate functionality present in COTS software products in the System Design Specification (SDS), or User Guide documentation, or any training materials.
- The UAT and FAT will not include testing of any functionality currently existing in COTS software products.
- Reported discrepancies that are determined to be caused by COTS software will be reported and managed by the County under the terms of their software licenses. This Work Plan does not include support from Esri Professional Services to troubleshoot incidents related to COTS software or any third party components.
- Esri and the County shall agree upon document templates to be used for all document deliverables.
- Document deliverables will be in Microsoft Word, Microsoft Excel, or Microsoft Project, and Adobe PDF where applicable.
- All deliverables will be delivered via email. In the case of a large file size, deliverables will be made available via the Esri Managed File Transfer Service. Additionally, deliverables may be made available via CD or DVD.

5.3 General Obligations of the County

The County shall:

- Provide office space and access to office equipment at its location.
 - Support the scheduling, coordination, and logistics of all project meetings.
 - Support Esri in managing the project requirements and tasks to the agreed upon scope, schedule, and budget.
 - Provide information from stakeholders as requested by Esri ten business days in advance of any scheduled meeting.
 - Agree with Esri on a discrepancy tracking system and discrepancy management.
 - Provide review and written acceptance of each Esri deliverable as further detailed in Table 5-6.
-

- Provide subject matter expert(s) (SMEs) and IT staff as required to provide support, to answer questions, and to participate in project meetings.
- Provide necessary staff time and support.
- Participate in project meetings, deliverable reviews, and signoffs.
- Provide executive sponsorship and leadership to drive change management and adoption.

5.4 Definitions

Table 5-3 Definitions

Term	Definition
Discrepancy	A variance between the expected test outcome as documented in the accepted test script document and the actual test result.
EGDB	Enterprise Geodatabase
Esri COTS	Esri Commercial Off-the-shelf software
LGIM	Esri ArcGIS Local Government Information Model (LGIM)
Stakeholders	Stakeholders include the Cook County Clerk's, Assessor's, Treasurer, and Management Information Services Offices, and others as mutually agreed to with The County.
TAM	Task Assistant Manager
WMX	ArcGIS Workflow Manager

5.5 Project Phases and Scope of Work Tasks

Task 1 Project Management and Project Kickoff

The purpose of the kickoff meeting is to present the project management process, functional organizational structure, project team and team members, assignment of roles and responsibilities, project requirements, reporting structure, and schedule. The Esri Team shall prepare for and lead a one day project kickoff meeting at the County facilities to review the project scope, roles, assumptions, responsibilities, project timeline, and deliverables.

Following the kickoff meeting, the Esri Team shall participate in weekly project status meetings with the County to provide an update on all Esri-contracted tasks for the duration of the project. The Esri Team shall provide monthly status reports to the County for all task deliverables. During the migration and metadata tasks, the Esri Team shall provide weekly status reports to the County. The Esri Team shall provide input to the Project Management Plan document to be developed and updated by the Esri team throughout the project.

At the conclusion of the project, the Esri Team shall participate in a project closeout meeting to review the project completion.

Esri Team Deliverables

1. Participation in the one day project kickoff meeting.
2. Participation weekly status meetings.
3. Provide weekly status reports for the data migration and metadata tasks.
4. Provide monthly status reports for all task deliverables.
5. Draft and final Project Management Plan document.
6. Participation in the one day project closeout meeting.

County Responsibilities

- The Obligations stated in Section 5.3 of this Scope of Work.

Phase 1

Task 2 Application Requirements and Design

Task 2.1 –Application Requirements Confirmation

Immediately following the kickoff meeting, the Esri Team shall prepare for and lead seven consecutive business days of onsite requirements confirmation meetings. Five days will focus on application requirements for parcel maintenance tasks, map output components, tabular Data Entry, AS/400 synchronization, application reporting, orthophoto imagery management, deployment, and training needs. Two days of requirements meetings will focus on data and data migration requirements for parcel and tabular data conversion/migration. An additional week of remote follow up requirements confirmation will be provided, as necessary. The County shall provide documentation (requirements, database design, application design, training manuals, and sample data) on the existing system to the Esri Team at the start of this task.

In advance of the meetings, the Esri Team shall configure an example editing workflow, Task Assistant Manager, map document, and editing tools using Esri COTS ArcGIS Workflow Manager, Desktop, and Parcel Editor. The Esri Team shall demonstrate the configured components during the meetings to illustrate Cadastral GIS Upgrade application concepts. This will facilitate discussions of the application components. The Esri Team shall document agreed-upon modifications as requirements in the Cadastral GIS Upgrade System Requirements Specification (SRS) developed by the Esri Team. This will include the prioritization of each requirement into development cycle 1, 2, or 3.

Esri Team Deliverables

7. On-site requirement meeting for the above requirement areas at the County facilities.
8. Draft and final versions of the System Requirements Specification document.

County Responsibilities

- Provide documentation (requirements, database design, application design, training manuals, and sample data) on the existing system.
 - Other than the obligations in Section 5.3, the County has no task-specific duties.
-

Task 2.2 –Application Design

The Cadastral GIS Upgrade application will require configured and custom tools be developed where the functionality in ArcGIS 10.1 SP1 does not meet the County business requirements as documented in the final SRS. The Esri Team shall develop the System Design Specification (SDS) document for the Cadastral GIS Upgrade project based upon the final SRS.

The SDS will include:

- Preliminary Cadastral GIS Upgrade business model integration between business processes (workflows), data model structure, and associated applications
- Functions to support workflow requirements
- Structure, business processes, and functions for data synchronization
- COTS configuration and custom components
- Use cases and mockups for development
- User interface (UI) and user experience (UX) mockups

Additionally, the Esri Team shall lead a three-day requirements review meeting at the County facilities to review all use cases and finalize the scope of work and Phase 2 activities. The Esri Team shall work with the County to determine if new scope has been introduced into the project that affects schedule and budget. If it is determined by the Esri Team the stakeholders are requesting additional scope, the Esri Team and the County shall work together to negotiate the scope out of the project, to exchange for scope of equal value, or to submit a change order for the additional scope. The Esri Team shall update the Project Management Plan based on scope changes. If a scope change was agreed upon, the parties will affect the change with a duly signed amendment to this statement of work.

Esri Team Deliverables

9. Draft and final versions of the System Design Specification document.
10. Participation in a three-day requirements review meeting at the County facilities.

County Responsibilities

- Other than the obligations in Section 5.3, the County has no task-specific duties.

Phase 2 and Phase 3

Task 3 Application Development and Implementation

The Esri Team shall configure and develop custom Cadastral GIS Upgrade functionality described in the final SRS and SDS. The Esri Team shall demonstrate the functionality to the stakeholders to validate design concepts and to show progress during each development cycle. The Esri team anticipates three development cycles within Phase 2, each will be approximately two to three months in duration for a total of eight months. The purpose of the first development cycle will be to show configured COTS functionality with preliminary data. The second

development cycle will demonstrate the following key components: Editing workflows, map documents (MXDs), parcel editing tools, reports, and the initial pilot data migration. The third development cycle will demonstrate the following key components: Map templates, map production tools, data entry forms, data synchronization, and the final data migration.

The functionality included and the key components to be demonstrated in each development cycle will be mutually agreed upon by the Esri Team and the County. Each development cycle will involve refinement of the high-level use cases developed in Phase 1 followed by the development and demonstration of those components. The Cadastral GIS Upgrade application and data migration will be complete at the end of Phase 2.

Task 3.1 – Configure and Maintain Hosted Environment

The Esri Team shall configure and maintain the Cadastral GIS Upgrade application in the Esri hosted environment using Esri COTS software. The hosted environment will be used to support requirements meetings and demonstrations. The Cadastral GIS Upgrade application will be made available for the County evaluation in the hosted environment provided by the Esri Team. The purpose of the Cadastral GIS Upgrade evaluation is intended to demonstrate the workflow and tools and it is not built for production use. The County shall have five business days to review the functionality in the hosted environment and provide consolidated, written comments to the Esri Team.

As part of this Task, the Esri Team shall lead the following development activities for the pilot and final Cadastral GIS Upgrade application:

- Configured parcel editing workflows
- Application configuration and/or development for:
 - Parcel editing tools and tax map production tools
 - Python-based map scripts for producing tax maps
 - Parcel history management tools
 - Map document(s) (MXDs)
 - ArcGIS Workflow Manager (WMX)
 - Task Assistant Manager (TAM)
 - Annotation editing tools (compiled and source)
 - ArcMap and web-based tabular data entry tools (compiled and source)
 - AS/400 integration and synchronization tools
 - Division entry, workflow, and tax year history reports
- Configured ArcGIS for Server Image Extension for Orthophoto Imagery Management
- Test cases and test script development
- Perform iterative testing cycles based on test cases
- Provide application demo support

Esri Team Deliverables

11. Demonstration of the Cadastral GIS Upgrade application during each of the three development cycles.
12. Configured Cadastral GIS Upgrade application in Esri hosted environment.

County Responsibilities

- The Obligations stated in Section 5.3 of this Scope of Work.

Assumptions

- The application pilot will include a subset of tools to be configured and/or developed. The subset will be mutually agreed upon by the Esri Team and the County.

Task 3.2 – COTS Parcel Editor Training

The Esri Team shall provide a two day onsite training course for up to 12 students titled, "Editing and Maintaining Parcels Using ArcGIS" at the County facilities.

The class is designed to teach students how to:

- Edit existing parcels using workflows designed for the parcel fabric.
- Create parcels from a variety of different data types.
- Adjust parcels and related layers based on existing parcels in the parcel fabric.
- Maintain parcels in the parcel fabric to efficiently maintain the currency of the tax map.

Topics to be covered in the class include:

- Fundamentals of parcels and parcel fabrics
 - What is a parcel fabric?
 - Why use parcel fabrics?
 - Parcel plans and the survey record
 - Create parcels
 - From CAD data
 - Using the parcel traverse
 - Using construction lines
 - Join parcels
 - To the parcel fabric
 - Using control points
 - Edit parcels
 - Split parcels
 - Merge parcels
 - Subdivide parcels
 - Resurvey parcels
 - Using new measurement data
-

- Adjust parcels
 - Adjust new parcels to established parcels
 - LSA
 - Adjust related features to your parcel
 - Associate related feature classes to the parcel fabric
- Automate parcel attributes
 - Automate parcel labels
 - Automate parcel naming
- Maintain parcels
 - Parcel history
 - Maintain control points
 - Reconcile and post parcels

Esri Team Deliverables

13. Two days of COTS Parcel Editor Training.

County Responsibilities

- Provide training facilities and resources necessary for Parcel Editor training.

Assumptions

- The COTS Parcel Editor training will be based on the ArcGIS 10.1 SP1 Parcel Editor tools and automated workflows.

Task 3.3 – Parcel Editing, Editing Workflows and History Management

The Esri Team shall configure and develop the parcel editing workflows, parcel history management tools, Map documents (MXDs), ArcGIS Workflow Managers (WMX), and Task Assistant Managers (TAM) functionality described in the final SRS and SDS.

Esri Team Deliverables

14. Parcel editing, editing workflows, and history management Cadastral GIS Upgrade application components based on the final SRS and SDS.

County Responsibilities

- The Obligations stated in Section 5.3 of this Scope of Work.

Assumptions

- The COTS Parcel Editor will be based on the ArcGIS 10.1 SP1 Parcel Editor tools and automated workflows.
-

Task 3.4 – Map Production

The Esri Team anticipates the Cadastral GIS Upgrade tax map production, including the creation of flyleaf map sheets for displaying vertical parcels, will be done using arcpy.mapping, which is ArcGIS map scripting framework within Python. The Esri Team shall configure and develop the custom annotation editing tools functionality described in the final SRS and SDS.

Esri Team Deliverables

15. Map production Cadastral GIS Upgrade application components based on the final SRS and SDS.

County Responsibilities

- The Obligations stated in Section 5.3 of this Scope of Work.

Task 3.5 – Parcel Editing Tool Development

The Esri Team shall configure and develop the parcel editing tools functionality described in the final SRS and SDS.

Esri Team Deliverables

16. Parcel editing tools based on the final SRS and SDS.

County Responsibilities

- Other than the obligations Section 5.3, the County has no task-specific duties.

Task 3.6 – Tabular Data Entry (Web-based and ArcMap)

The Esri Team shall configure or develop the Tabular Data Entry functionality described in the final SRS and SDS which support the logging of the document/petition, administrative corrections, tax code changes, PIN management, and payments by legal descriptions via a web-based interface running in ArcGIS Workflow Manager Server and also is available in ArcMap.

Esri Team Deliverables

17. Tabular data entry tools based on the final SRS and SDS.

County Responsibilities

- Other than the obligations Section 5.3, the County has no task-specific duties.

Task 3.7 – Data Synchronization

The Esri Team shall configure or develop the data synchronization functionality as described in the final SRS and SDS to integrate the Cadastral GIS Upgrade application with the County's existing IBM AS/400 database and Treasurer's Address system to synchronize division, assessment and address data.

Esri Team Deliverables

18. Custom AS/400 integration and synchronization tools.

County Responsibilities

- Other than the obligations Section 5.3, the County has no task-specific duties.

Assumptions

- It is assumed the databases do not communicate directly; rather the data is loaded from the source into a staging area and then pulled into the destination based on a scheduled automated routine.
- The Cadastral GIS Upgrade application will not modify or add to any existing import or export routines to the AS/400 system.
- The Cadastral GIS Upgrade application will not make any direct connections to the AS/400 database.
- Existing cadastral Geodatabase side scripts will be updated to account for any data model changes that occur to the cadastral Geodatabase as part of the Cadastral GIS Upgrade application.

Task 3.8 – Reporting

The Esri Team shall configure or develop the reporting functionality as described in the final SRS and SDS for Cadastral GIS Upgrade reporting tasks which may include custom reports for division entry, workflow, and tax year history using Crystal Reports.

Esri Team Deliverables

19. Custom division entry, workflow, and tax year history reports.

County Responsibilities

- The Obligations stated in Section 5.3 of this Scope of Work.

Assumptions

- All data required to be display on the reports is assumed to be stored within the cadastral Geodatabase or the ArcGIS Workflow Manager Geodatabase.

Task 3.9 – Orthophoto Imagery Management

The Esri Team shall configure the ArcGIS for Server Image Extension for Orthophoto Imagery Management for a pilot area during Phase 2. The pilot area will serve as the test area of interest for validating the image services. The Esri Team shall work with the County to identify pilot test data for a geographic area. The Esri Team shall perform the image services configuration for all

parcel data on the County server environment (test and production) during Phase 3 as described in the final SRS and SDS.

Esri Team Deliverables

20. Configured ArcGIS for Server Image Extension for Orthophoto Imagery Management for the pilot.
21. Configured ArcGIS for Server Image Extension for Orthophoto Imagery Management in the Cadastral GIS Upgrade enterprise system (Test and production).

County Responsibilities

- Other than the obligations Section 5.3, the County has no task-specific duties.

Task 4 Geodatabase Design

The County shall provide documentation on the existing database design and sample data to the Esri Team at the start of this task. The Esri Team shall perform an evaluation and validation of the current Cook County GIS Cadastral system necessary for migration of the cadastral data to the ArcGIS 10.1 Local Government Information Model and of the tabular data to the ArcGIS 10.1 Geodatabase. At the conclusion of the evaluation, the Esri Team shall develop a Geodatabase Design document and a Migration Plan document that details the mapping of the existing Cook County cadastral data layers into the ArcGIS Local Government Information Model and the steps required to migrate the data. The cadastral data includes flyleaf parcels, which are parcels located in page space which need to be transformed into vertical (stacked) parcels in the parcel fabric. The Migration Plan will also detail the migration of the division entry data layers into the Geodatabase and the steps required to migrate the data.

The Esri Team shall document the Geodatabase Design using GDB X-ray Tools and will include a data dictionary. The GDB X-ray Tools are the current standard for documenting Geodatabase design.

The Migration Plan will include the following components:

- Minimum/preferred hardware and software requirements
- Source Geodatabase preparation requirements including topology rules
- Parcel Fabric loading strategy and considerations
- Quality assurance measures
- Testing and validation

Esri Team Deliverables

22. Draft and final Geodatabase Design document (including data dictionary).
23. Draft and final Migration Plan document.

County Responsibilities

- Provide sample data and existing database design documentation.
-

- The obligations described in Section 5.3.

Assumptions

- The Geodatabase design will include additional reference feature classes.
- Database schema changes will be made if it is necessary to support a COTS feature or a requirement as described in the final SRS and SDS.

Task 5 Geodatabase Migration

The Esri Team shall migrate the parcel and tabular data to the final Geodatabase Design, which will be based on the ArcGIS Local Government Information Model per the final Migration Plan document for a pilot area during Phase 2. The pilot area will serve as the test area of interest for validating the Geodatabase and migration procedures. The Esri Team shall work with the County to identify pilot test data for a geographic area. The pilot data migration area of interest will not contain more than 10 percent of the total number of parcels to be migrated. The data to be migrated will require no cleanup and will be provided in a Geodatabase format.

It is assumed that The County shall apply all Parcel Fabric Topology rules, as defined in the data preparation requirements of the Data Migration Plan, and will correct all topology errors prior to initiation of the data migration (pilot and final). Any parcel data that does not meet the criteria outlined in the data migration plan must be cleaned by the County before it is migrated to the parcel fabric (pilot and final). Any delays in cleaning the data may result in delays to the project schedule. The Esri Team shall review the County-provided pilot and final data and report potential issues. Reference features will be included in migration efforts that are not part of the parcel fabric but are used in map production.

The Esri Team shall perform the final data migration to the County server environment (test and production) during Phase 3. The "Load" of the full fabric will occur once in the test environment, with subsequent copy/paste into the Production environment. The data will not be loaded more than once. The County can continue editing data until an extraction is made for final data migration.

Esri Team Deliverables

24. Pilot test data loaded in the Cadastral GIS Upgrade test environment.
25. Migrated final data in the Cadastral GIS Upgrade enterprise system (test and production).

County Responsibilities

- The County shall apply all Parcel Fabric Topology rules, as defined in the data migration plan data preparation requirements, and will correct all topology errors prior to initiation of the data migration.

Assumptions

- Any parcel data that does not meet the criteria outlined in the data migration plan must be cleaned by the County before it is migrated to the parcel fabric. Any delays in cleaning the data may result in delays to the project schedule.
- Esri shall review the County-provided pilot and final data and report potential issues.
- Data must pass the 6 topology rules required to load the data into the fabric.
- All source data to be migrated from the County is in the Geodatabase format.
- The data to be migrated will require no data clean up.
- The "Load" of the full fabric will occur once in the test environment, with subsequent copy/paste into the Production environment.
- The data will not be loaded more than once.
- Additional reference features will be included in migration efforts.
- The County can continue editing data until an extraction is made for final data migration.
- The pilot data migration area of interest will not contain more than 10 percent of the total number of parcels to be migrated.

Task 6 Metadata

The Esri Team shall document the methodology and provide FGDC Content Standard for Digital Geospatial Metadata (CSDGM) Metadata for any feature class for Cadastral GIS Upgrade. Metadata will be delivered in HTML, XML, and TXT file formats. The Esri Team shall load the metadata into the Cadastral GIS Upgrade enterprise system (both test and production) for the pilot during Phase 2 and the remaining areas for full scale production during Phase 3.

Esri Team Deliverables

26. Draft and final Metadata methodology document.
27. Metadata for all Cadastral GIS Upgrade feature classes.
28. Metadata loaded in the Cadastral GIS Upgrade enterprise system (test and production) for Phases 2 and 3.

County Responsibilities

- Other than the obligations Section 5.3, the County has no task-specific duties.

Assumptions

- Metadata for migration methodologies will be created (not original data development).
- Metadata will be created for each feature class migrated, including Parcel Fabric and non-Parcel Fabric feature classes.
- Metadata will be written in ArcCatalog with COTS metadata tools.

Task 7 Quality Control and Assurance

During development, the Esri Team shall incrementally test system functionality using regularly scheduled snapshot builds deployed in the test environment based on the final Release

Management Plan (Task 5.10.1). Each snapshot build will be unit tested and integration tested. Integration testing will use test scripts for internal acceptance testing (IAT) and are the basis for the User Acceptance Test (UAT) and Final Acceptance Test (FAT) scripts in Task 5.10.2.

Task 7.1 – Cadastral GIS Upgrade Documentation

The Esri Team shall develop the following Cadastral GIS Upgrade documentation based on previously agreed templates:

Release Management Plan (RMP)

This document describes how the Phase 2 and Phase 3 releases will be packaged and released to the client.

The RMP will include:

- Release procedures
- Release schedule
- Release environment
- Release package
- Quality Assurance
- Roles and responsibilities

Software Test Plan (STP)

This document defines the testing process including the procedures, types of testing, and test strategy to be used during Phase 2 User Acceptance Testing (UAT) and Phase 3 Final Acceptance Testing (FAT). The STP will also identify the criteria for acceptance of Cadastral GIS Upgrade based on the final SRS and SDS documents.

The STP will include:

- Test scope
- Test approach
- Entry and exit criteria
- Testing project controls including roles and responsibilities, training requirements, and problem reporting
- Test management including the test schedule and test deliverables
- Test environment
- Test identification including the test scripts, results reporting, and acceptance criteria
- Test procedure
- Corrective action procedure

UAT and FAT Test Scripts

Test scripts will be used to verify the Cadastral GIS Upgrade functionality based on the final SRS and SDS documents during UAT and FAT.

Test scripts will include:

- Test summary and description
- Pre/post conditions
- Test details including action, system response, pass/fail, and comments

Requirements Traceability Matrix (RTM)

The RTM documents the relationship between requirements (SRS), design elements (SDS), and the test scripts from the STP. It is used to verify that Cadastral GIS Upgrade requirements, based on the final SRS, are met at the conclusion of UAT and FAT.

The RTM will include:

- Requirements
- Design use cases
- Test cases

Installation and Configuration Guide

The purpose of this document is to familiarize the County with the Cadastral GIS Upgrade environment so the County can provide on-going support and maintenance after the post-implementation support period concludes.

This Install and Configuration Guide will include:

- Minimum system specifications for third-party hardware and software
- Application installation procedure
- Application component configuration
- Application uninstall procedures
- System maintenance procedures
- Frequently asked questions
- Points of contact

As-Built Design Use Cases

At the conclusion of Phase 2, Esri shall update the SDS document with the as-built design use cases.

Esri Team Deliverables

29. Draft and final Release Management Plan (RMP) .
 30. Draft and final Software Test Plan (STP).
 31. Draft and final UAT and FAT Test Scripts .
 32. Draft and final Requirements Traceability Matrix (RTM).
 33. Draft and final Installation and Configuration Guide.
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- 34. As-built design use cases.

County Responsibilities

- Other than the obligations Section 5.3, the County has no task-specific duties.

Task 7.2 – UAT and FAT

The objective of the User Acceptance Test (UAT) and the Phase 3 Final Acceptance Test (FAT) is to execute the test scripts to confirm the Cadastral GIS Upgrade release meets the acceptance criteria defined in the final Software Test Plan which will be developed by the Esri Team. Prior to UAT, the Esri Team shall install and configure the Cadastral GIS Upgrade phase 2 release in the test environment provided by the County according to the final SDS document. The County shall be responsible for providing a test environment with all appropriate base software (operating system, database, and patches) installed and configured. UAT will be conducted at the end of Phase 2 during a five business day period onsite at the County facilities by the Esri Team in the test environment using the test data.

FAT will be conducted during a five business day period onsite at the County facilities by the Esri Team in the test environment using the test data after all issues in the UAT Software Test Report have been resolved as mutually agreed. Prior to FAT, the Esri Team shall install and configure the Cadastral GIS Upgrade Phase 3 release in the test environment provided by the County according to the final SDS document. The County shall be responsible for providing a test environment with all appropriate base software (operating system, database, and patches) installed and configured. All FAT defects will be documented by the Esri Team in the Software Test Report document developed by the Esri Team. The Esri Team shall fix mutually agreed-upon discrepancies to bring the Cadastral GIS Upgrade system in alignment with the final, accepted SRS and install an updated Cadastral GIS Upgrade release in the production environment.

The following procedures will be used to review and validate discrepancies reported during UAT and FAT. A discrepancy is defined as a variance between the expected, documented test script outcome and the actual test result:

- County Stakeholder identifies a potential discrepancy and documents the steps to reproduce the potential discrepancy in the discrepancy reporting template.
 - The Esri Team attempts to reproduce the potential discrepancy in the test environment following the provided steps.
 - If validated, the Esri Team records and assigns a priority type (see Table 5-4) and recommends a corrective action to close the issue. This may include the Esri Team updating the test script where necessary to correct test script errors.
 - If not reproducible, the Esri Team shall assign the discrepancy as non-reproducible and close the issue.
 - If the potential discrepancy is determined to be out of scope of the functionality required in the SRS, the Esri Team shall reject the reported discrepancy and close the issue.
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- If it is not caused by the Cadastral GIS Upgrade system custom developed or configured by the Esri Team, the Esri Team shall notify the stakeholder testing team and close the issue. Examples may include user error, unapproved system updates, network failure, third-party components, or data errors.
- Reported discrepancies that are determined to be caused by COTS software will be reported and managed by the County under the terms of their software licenses. This Work Plan does not include support from Esri Professional Services to troubleshoot incidents related to COTS software or any third party components.

At the conclusion of both the UAT and FAT, the Esri Team shall create a Software Test Report (STR) documenting the compiled test results. The Esri Team shall lead a stakeholder meeting to present the STR results and agree upon corrective action where necessary. The Esri Team shall fix mutually agreed-upon discrepancies as required to bring the Cadastral GIS Upgrade system in alignment with the final, accepted SRS and install an updated Cadastral GIS Upgrade release in the production environment. The County shall be responsible for providing a production environment with all appropriate base software (operating system, database, and patches) installed and configured. UAT and FAT will be considered complete and accepted when the affected test scripts have been executed with no identified Type 1 discrepancies.

Table 5-4 Discrepancy Descriptions

Type	Description
1	A Type 1 discrepancy means the application or process does not work as defined in the accepted test scripts, or the process has stopped working with no workaround, or a data integrity issue exists.
2	A Type 2 discrepancy means the application or process is impaired but there is a recommended workaround available in the delivered system. The user is able to function near the expected productivity level and there are no data integrity issues. This also includes user interface changes that do not impact functionality.
3	A Type 3 discrepancy is a COTS defect, change, or enhancement request.

Esri Team Deliverables

35. Phase 2 Cadastral GIS Upgrade release installed in the test environment.
36. Phase 3 Cadastral GIS Upgrade release installed in the test environment.
37. Support during the five business day UAT.
38. Support during the five business day FAT.
39. UAT Software Test Report (STR) and on-site stakeholder review meeting.
40. FAT Software Test Report (STR) and on-site stakeholder review meeting.

County Responsibilities

- Work with Esri to provide testing staff for UAT and FAT.

- Participate in UAT and FAT and assist Esri in managing user expectations.
- Provide testing environment with all required base software installed and configured.
- Provide production environment with all required base software installed and configured.

Task 7.3 Cadastral GIS Upgrade Production Installation

After FAT is complete (Task 5.10.2), the Esri Team shall install the Cadastral GIS Upgrade Phase 3 release in the production environment according to the final SDS document.

Esri Team Deliverables

41. Phase 3 Cadastral GIS Upgrade release installed in the production environment.

County Responsibilities

- The Obligations stated in Section 5.3 of this Scope of Work.
- Provide Esri with written acceptance of the Cadastral GIS Upgrade installation in the production environment within two business days following completion.

Task 8 Training

As part of the overall Cadastral GIS Upgrade application training, the Esri Team shall develop a User Guide document for all Cadastral GIS Upgrade developed or configured components. In addition, the Esri Team shall develop an Implementation Plan document that outlines how the application usage knowledge transfer to the County staff will occur during the project. The Esri Team shall develop training materials (slides and exercises) in draft and final versions for all custom components configured and/or developed by the Esri Team. The Esri Team shall provide five days of onsite customer Cadastral GIS Upgrade training at the County facilities based on the developed training materials.

The Esri Team shall develop the following documents in support of the Cadastral GIS Upgrade application:

User Guide

The User Guide will provide information about and instructions on how to use the Cadastral GIS Upgrade application.

The User Guide will include:

- Overview of the configured and custom application modules and their functions
- Description of the user interface
- Instructions on how to complete typical application workflows
- Frequently asked questions
- Points of contact

Implementation Plan

This document outlines the recommended paths for the various Cadastral GIS Upgrade users.

The Implementation Plan will identify:

- Custom training class descriptions and technology transfer plan
- Staff to be trained
- Training schedule and logistics

Custom Training Material

The Esri Team shall develop training material for the Cadastral GIS Upgrade functionality as identified in the Implementation Plan. The training material will be based on the User Guide documentation.

The training material will include:

- Microsoft PowerPoint slides
- Training exercises

Esri Deliverables

42. Draft and final User Guide document.
43. Draft and final Implementation Plan document.
44. Draft and final Custom Training Materials.
45. Five days of custom training as outlined in the Implementation Plan.

Assumption

- Training will occur at a single location at Cook County facilities.

Task 9 Post-implementation Maintenance

The Esri Team shall provide up to 32 hours per month of ongoing system maintenance support, tuning, and troubleshooting for all Cadastral GIS Upgrade deliverables during the one-year maintenance period following Phase 3. If the County requires additional hours of support, those may be purchased separately. This will include application support of a technical and advisory nature, minor fixes, and troubleshooting issues related to the Cadastral GIS Upgrade. There will be no upgrades of the system to newer releases of core ArcGIS Software during this timeframe. This support will be provided to the County during normal Esri business hours: Monday – Friday, 8:00 AM – 5:00 PM, Pacific Time. Prior to the start of the activity, the Esri Team shall provide contact information for the designated Consultant assigned to support the County. The County point of contact will contact the designated consultant for project related support requests.

Esri Team Deliverables

46. Ongoing system maintenance support, tuning, and troubleshooting for Cadastral GIS Upgrade deliverables for a total of 12 months.
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Assumptions

- The post-implementation maintenance described in this task will begin upon completion of the Cadastral GIS Upgrade Production Installation described in Task 7.3.
- There will be no upgrades of the system to newer releases of core ArcGIS Software during this timeframe.
- County shall provide Tier 1 help desk support.
- Troubleshooting issues not caused by the Cadastral GIS Upgrade is outside of the scope of this proposal and would be addressed as a separate effort.

5.6 Project Schedule

The project shall be completed in 3 phases. The Esri Team envisions Phase 1 lasting 4 months, Phase 2 lasting 8 months, with three development iterations, and Phase 3 lasting 2 months. This will be followed by 1 year of Post-implementation Maintenance support.

The project schedule is stated below and it is based on a number of variables and dependencies that are not depicted in the schedule.

Task Number	Task Name	Duration	Start	Finish
	CGU Project Schedule	593 days	Mon 8/5/13	Mon 12/14/15
	Cook County Cadastral GIS Upgrade	570 days	Mon 8/5/13	Mon 11/9/15
	Project Initiation	1 day	Mon 8/5/13	Mon 8/5/13
1	Task 1 Project Kickoff Meeting	1 day	Mon 8/5/13	Mon 8/5/13
	Phase 1	106 days	Tue 8/6/13	Wed 1/8/14
2	Task 2 Application Requirements and Design	106 days	Tue 8/6/13	Wed 1/8/14
	Task 2.1 Application Requirements Confirmation	57 days	Tue 8/6/13	Thu 10/24/13
	Requirements Confirmation	12 days	Tue 8/6/13	Wed 8/21/13
	Requirements Confirmation Meetings (Onsite CC facilities)	7 days	Tue 8/6/13	Wed 8/14/13
	Requirements Confirmation Meetings (Remote)	5 days	Thu 8/15/13	Wed 8/21/13
	System Requirements Specification (SRS) document	45 days	Thu 8/22/13	Thu 10/24/13
	Prepare Draft System Requirements Specification document	25 days	Thu 8/22/13	Thu 9/26/13
	Review Draft System Requirements Specification document	5 days	Fri 9/27/13	Thu 10/3/13
	Prepare Final System Requirements Specification document	10 days	Fri 10/4/13	Thu 10/17/13

	Final System Requirements Specification document Acceptance	5 days	Fri 10/18/13	Thu 10/24/13
	Task 2.2 Application Design	49 days	Fri 10/25/13	Wed 1/8/14
	System Design Specification (SDS) document	45 days	Fri 10/25/13	Thu 1/2/14
	Prepare Draft System Design Specification (SDS) document	25 days	Fri 10/25/13	Mon 12/2/13
	Review Draft System Design Specification (SDS) document	5 days	Tue 12/3/13	Mon 12/9/13
	Prepare Final System Design Specification (SDS) document	10 days	Tue 12/10/13	Mon 12/23/13
	Final System Design Specification (SDS) document Acceptance	5 days	Thu 12/26/13	Thu 1/2/14
	Requirements Review	3 days	Mon 1/6/14	Wed 1/8/14
	Requirements Review Meeting (Onsite CC facilities)	3 days	Mon 1/6/14	Wed 1/8/14
	Phase 1 Complete	0 days	Wed 1/8/14	Wed 1/8/14
	Phase 2	224 days	Fri 10/25/13	Wed 9/17/14
3	Task 3 Application Development and Implementation	175 days	Thu 1/9/14	Wed 9/17/14
	Initial Installation	4 days	Thu 1/9/14	Tue 1/14/14
	COTS installation in Esri hosted environment (Application, Web and Database servers)	1 day	Thu 1/9/14	Thu 1/9/14
	COTS training	2 days	Mon 1/13/14	Tue 1/14/14
	Development Cycle 1	42 days	Wed 1/15/14	Mon 3/17/14
	Prep for Demo 1	35 days	Wed 1/15/14	Thu 3/6/14
	Demo 1--COTS functionality and preliminary data	1 day	Fri 3/7/14	Fri 3/7/14
	Review Demo 1 functionality	5 days	Mon 3/10/14	Fri 3/14/14
	Provide Demo 1 feedback to Esri team	1 day	Mon 3/17/14	Mon 3/17/14
	Development Cycle 2	64 days	Tue 3/18/14	Mon 6/16/14
	Prep for Demo 2	57 days	Tue 3/18/14	Thu 6/5/14
	Demo 2--Key editing workflows, MXDs, editing tools, reports, initial pilot data migration	1 day	Fri 6/6/14	Fri 6/6/14
	Review Demo 2 functionality	5 days	Mon 6/9/14	Fri 6/13/14
	Provide Demo 2 feedback to Esri team	1 day	Mon 6/16/14	Mon 6/16/14
	Development Cycle 3	65 days	Tue 6/17/14	Wed 9/17/14
	Prep for Demo 3	58 days	Tue 6/17/14	Mon 9/8/14
	Demo 3--Key map templates, map production	1 day	Tue 9/9/14	Tue 9/9/14

	tools, data entry forms, data synch, final data migration			
	Review Demo 3 functionality	5 days	Wed 9/10/14	Tue 9/16/14
	Provide Demo 3 feedback to Esri team	1 day	Wed 9/17/14	Wed 9/17/14
4	Task 4 Geodatabase Design	50 days	Fri 10/25/13	Thu 1/9/14
	Geodatabase Design document	25 days	Fri 10/25/13	Mon 12/2/13
	Prepare Draft Geodatabase Design document	10 days	Fri 10/25/13	Thu 11/7/13
	Review Draft Geodatabase Design document	5 days	Fri 11/8/13	Thu 11/14/13
	Prepare Final Geodatabase Design document	5 days	Fri 11/15/13	Thu 11/21/13
	Final Geodatabase Design document	5 days	Fri 11/22/13	Mon 12/2/13
	Acceptance			
	Migration Plan Document	25 days	Tue 12/3/13	Thu 1/9/14
	Prepare Draft Migration Plan document	10 days	Tue 12/3/13	Mon 12/16/13
	Review Draft Migration Plan document	5 days	Tue 12/17/13	Mon 12/23/13
	Prepare Final Migration Plan document	5 days	Thu 12/26/13	Thu 1/2/14
	Final Migration Plan document Acceptance	5 days	Fri 1/3/14	Thu 1/9/14
5	Task 5 Geodatabase Migration	117 days	Mon 1/13/14	Fri 6/27/14
	Pilot Test Data	107 days	Mon 1/13/14	Fri 6/13/14
	Load pilot test data in test environment	5 days	Mon 1/13/14	Fri 1/17/14
	Review pilot test data	5 days	Mon 6/9/14	Fri 6/13/14
	Final Cook County Data	10 days	Mon 6/16/14	Fri 6/27/14
	Load complete data in test environment	5 days	Mon 6/16/14	Fri 6/20/14
	Review complete data in test environment	5 days	Mon 6/23/14	Fri 6/27/14
6	Task 6 Metadata	138 days	Tue 12/3/13	Fri 6/20/14
	Metadata Methodology document	25 days	Tue 12/3/13	Thu 1/9/14
	Prepare Draft Metadata Methodology document	10 days	Tue 12/3/13	Mon 12/16/13
	Review Draft Metadata Methodology document	5 days	Tue 12/17/13	Mon 12/23/13
	Prepare Final Metadata Methodology document	5 days	Thu 12/26/13	Thu 1/2/14
	Final Metadata Methodology document	5 days	Fri 1/3/14	Thu 1/9/14
	Acceptance			
	Metadata Loaded	10 days	Mon 6/9/14	Fri 6/20/14

	Load metadata in test environment	5 days	Mon 6/9/14	Fri 6/13/14
	Review metadata	5 days	Mon 6/16/14	Fri 6/20/14
7	Task 7 Quality Control and Assurance	178 days	Fri 1/3/14	Tue 9/16/14
	Release Management Plan (RMP) document	25 days	Fri 1/3/14	Fri 2/7/14
	Prepare Draft Release Management Plan document	10 days	Fri 1/3/14	Thu 1/16/14
	Review Draft Release Management Plan document	5 days	Fri 1/17/14	Fri 1/24/14
	Prepare Final Release Management Plan document	5 days	Mon 1/27/14	Fri 1/31/14
	Final Release Management Plan document Acceptance	5 days	Mon 2/3/14	Fri 2/7/14
	Software Test Plan (STP) document	25 days	Mon 2/10/14	Mon 3/17/14
	Prepare Draft Software Test Plan document	10 days	Mon 2/10/14	Mon 2/24/14
	Review Draft Software Test Plan document	5 days	Tue 2/25/14	Mon 3/3/14
	Prepare Final Software Test Plan document	5 days	Tue 3/4/14	Mon 3/10/14
	Final Software Test Plan document Acceptance	5 days	Tue 3/11/14	Mon 3/17/14
	User Acceptance Test (UAT) Scripts	25 days	Mon 8/11/14	Mon 9/15/14
	Prepare Draft User Acceptance Test (UAT) scripts	10 days	Mon 8/11/14	Fri 8/22/14
	Review Draft User Acceptance Test (UAT) scripts	5 days	Mon 8/25/14	Fri 8/29/14
	Prepare Final User Acceptance Test (UAT) scripts	5 days	Tue 9/2/14	Mon 9/8/14
	Final User Acceptance Test (UAT) scripts acceptance	5 days	Tue 9/9/14	Mon 9/15/14
	Requirements Traceability Matrix (RTM) document	25 days	Tue 3/18/14	Mon 4/21/14
	Prepare Draft Requirements Traceability Matrix (RTM) document	10 days	Tue 3/18/14	Mon 3/31/14
	Review Draft Requirements Traceability Matrix (RTM) document	5 days	Tue 4/1/14	Mon 4/7/14
	Prepare Final Requirements Traceability Matrix (RTM) document	5 days	Tue 4/8/14	Mon 4/14/14
	Final Requirements Traceability Matrix (RTM) document acceptance	5 days	Tue 4/15/14	Mon 4/21/14
	Installation & Configuration Guide document	25 days	Tue 8/12/14	Tue 9/16/14
	Prepare Draft Installation & Configuration Guide document	10 days	Tue 8/12/14	Mon 8/25/14

	Review Draft Installation & Configuration Guide document	5 days	Tue 8/26/14	Tue 9/2/14
	Prepare Final Installation & Configuration Guide document	5 days	Wed 9/3/14	Tue 9/9/14
	Final Installation & Configuration Guide document acceptance	5 days	Wed 9/10/14	Tue 9/16/14
	Internal Acceptance Test (IAT)	12 days	Wed 8/20/14	Fri 9/5/14
	Install Phase 2 application release in test environment	1 day	Wed 8/20/14	Wed 8/20/14
	Conduct IAT	4 days	Thu 8/21/14	Tue 8/26/14
	Fix discrepancies	5 days	Wed 8/27/14	Wed 9/3/14
	Retest documented discrepancies	2 days	Thu 9/4/14	Fri 9/5/14
	IAT acceptance	0 days	Fri 9/5/14	Fri 9/5/14
8	Task 8 Training	129 days	Tue 3/18/14	Wed 9/17/14
	User Guide document	25 days	Wed 8/13/14	Wed 9/17/14
	Prepare Draft User Guide document	10 days	Wed 8/13/14	Tue 8/26/14
	Review Draft User Guide document	5 days	Wed 8/27/14	Wed 9/3/14
	Prepare Final User Guide document	5 days	Thu 9/4/14	Wed 9/10/14
	Final User Guide document acceptance	5 days	Thu 9/11/14	Wed 9/17/14
	Implementation Plan document	25 days	Tue 3/18/14	Mon 4/21/14
	Prepare Draft Implementation Plan document	10 days	Tue 3/18/14	Mon 3/31/14
	Review Draft Implementation Plan document	5 days	Tue 4/1/14	Mon 4/7/14
	Prepare Final Implementation Plan document	5 days	Tue 4/8/14	Mon 4/14/14
	Final Implementation Plan document acceptance	5 days	Tue 4/15/14	Mon 4/21/14
	Training Materials	25 days	Wed 8/13/14	Wed 9/17/14
	Prepare Draft Training Materials	10 days	Wed 8/13/14	Tue 8/26/14
	Review Draft Training Materials	5 days	Wed 8/27/14	Wed 9/3/14
	Prepare Final Training Materials	5 days	Thu 9/4/14	Wed 9/10/14
	Final Training Materials acceptance	5 days	Thu 9/11/14	Wed 9/17/14
	Phase 2 Complete	0 days	Wed 9/17/14	Wed 9/17/14
	Phase 3	51 days	Thu 9/18/14	Mon 12/1/14
5	Task 5 Geodatabase Migration	5 days	Fri 11/21/14	Mon 12/1/14
	Final Cook County Data	5 days	Fri 11/21/14	Mon 12/1/14

	Load complete data in production environment	5 days	Fri 11/21/14	Mon 12/1/14
6	Task 6 Metadata	5 days	Fri 11/21/14	Mon 12/1/14
	Metadata Loaded	5 days	Fri 11/21/14	Mon 12/1/14
	Load metadata in production environment	5 days	Fri 11/21/14	Mon 12/1/14
7	Task 7 Quality Control and Assurance	46 days	Thu 9/18/14	Thu 11/20/14
	User Acceptance Test (UAT)	25 days	Thu 9/18/14	Wed 10/22/14
	Install Phase 2 application release in test environment	5 days	Thu 9/18/14	Wed 9/24/14
	Conduct UAT (Onsite CC facilities)	5 days	Thu 10/2/14	Wed 10/8/14
	UAT Software Test Report (STR) document	0.25 days	Wed 10/8/14	Wed 10/8/14
	Review UAT Software Test Report	0.25 days	Wed 10/8/14	Wed 10/8/14
	Fix discrepancies	10 days	Thu 10/9/14	Wed 10/22/14
	System Design Specification (SDS)--As-built document	10 days	Thu 10/23/14	Wed 11/5/14
	Update System Design Specification (SDS) document with as-built use cases	10 days	Thu 10/23/14	Wed 11/5/14
	Final Acceptance Test (FAT) Scripts	13 days	Tue 10/21/14	Thu 11/6/14
	Prepare Draft Final Acceptance Test (FAT) scripts	2 days	Tue 10/21/14	Wed 10/22/14
	Review Draft Final Acceptance Test (FAT) scripts	5 days	Thu 10/23/14	Wed 10/29/14
	Prepare Final Final Acceptance Test (FAT) scripts	1 day	Thu 10/30/14	Thu 10/30/14
	Final FAT scripts acceptance	5 days	Fri 10/31/14	Thu 11/6/14
	Final Acceptance Test (FAT)	21 days	Thu 10/23/14	Thu 11/20/14
	Install FAT application release in test environment	2 days	Thu 10/23/14	Fri 10/24/14
	Conduct FAT (Onsite CC facilities)	5 days	Fri 11/7/14	Thu 11/13/14
	FAT Software Test Report (STR) document	0.25 days	Thu 11/13/14	Thu 11/13/14
	Review FAT Software Test Report	0.25 days	Thu 11/13/14	Thu 11/13/14
	Fix discrepancies	5 days	Fri 11/14/14	Thu 11/20/14
8	Task 8 Training	5 days	Thu 9/25/14	Wed 10/1/14
	User Training	5 days	Thu 9/25/14	Wed 10/1/14
	Conduct custom training per Implementation Plan	5 days	Thu 9/25/14	Wed 10/1/14
	Production Installation	3 days	Fri 11/21/14	Tue 11/25/14

	Install final CGU application release in production environment	3 days	Fri 11/21/14	Tue 11/25/14
	Phase 3 Complete	0 days	Tue 11/25/14	Tue 11/25/14
	Project Closeout	1 day	Wed 11/26/14	Wed 11/26/14
	Project Closeout Activities	1 day	Wed 11/26/14	Wed 11/26/14
9	Post Implementation Maintenance	261 days	Mon 12/1/14	Mon 12/14/15
	Task 9 Post Implementation Maintenance	261 days	Mon 12/1/14	Mon 12/14/15

5.7 Summary of Deliverables

The following deliverables will be completed as part of the project:

5.7.1 Geodatabase Design

The Esri Team shall deliver the Final conceptual and physical ArcSDE SQL Server Geodatabase Design document and Data Dictionary in the Microsoft Excel and Adobe PDF formats and the Migration Plan document in the Microsoft Word and Adobe PDF formats. The deliverables will be delivered via email. In the case of a large file size, deliverables will be made available via the Esri Managed File Transfer Service. Additionally, deliverables may be made available via CD or DVD. Please reference item 21 in Table 5-5 Deliverable Classifications and Task 4 Geodatabase Design for more information.

5.7.2 GIS Data

1. The Esri Team shall deliver the ArcSDE SQL Server Geodatabase including all specified feature datasets and classes in the ArcGIS Geodatabase format. The deliverables will be made available via the Esri Managed File Transfer Service. Please reference items 22-24 in Table 5-5 Deliverable Classifications and Task 5 Geodatabase Migration for more information.
2. The Esri Team shall deliver the associated FGDC-compliant metadata in the ArcGIS COTS metadata format. The deliverable will be made available via the Esri Managed File Transfer Service. Please reference items 25-27 in Table 5-5 Deliverable Classifications and Task 6 Metadata for more information.

5.7.3 Documentation

The Esri Team shall deliver the Project Plan in the Microsoft Project format. The Esri Team shall deliver the weekly and monthly status reports, System Requirements Specification (SRS), System Design Specification (SDS), Release Management Plan (RMP), Software Test Plan

(STP), Requirements Traceability Matrix (RTM), User Acceptance Test (UAT) scripts, Final Acceptance Test (FAT) scripts, UAT Software Test Report (STR), FAT STR, As-build Design Use Cases, Use Guide and Installation and Configuration Guide in the Microsoft Word and Adobe PDF formats. The deliverables will be delivered via email. In the case of a large file size, deliverables will be made available via the Esri Managed File Transfer Service. Additionally, deliverables may be made available via CD or DVD. Please reference items 3-4, 8-9, 29-34, 39-40, and 42 in Table 5-5 Deliverable Classifications, Task 1 Project Management and Project Kickoff, Task 2 Application Requirements and Design, and Task 7 Quality Control and Assurance for more information.

5.7.4 Application

The Esri Team shall deliver the application files, source code as a zip file of the source code tree (i.e. from Team Foundation Server) and as a setup.exe that can be installed on the project server(s). The Esri Team shall deliver the Implementation Plan in the Microsoft Word and Adobe PDF formats. The deliverables will be delivered via email. In the case of a large file size, deliverables will be made available via the Esri Managed File Transfer Service. Additionally, deliverables may be made available via CD or DVD. Please reference items 11-12, 14-21, 35-36, 41, and 43 in Table 5-5 Deliverable Classifications, Task 3 Application Development and Implementation, and Task 8 Training.

5.7.5 Training

The Esri Team shall deliver the custom Cadastral GIS Upgrade application Training Materials and the COTS Parcel Editor Training Materials in the Microsoft Word and Adobe PDF formats. The actual training courses, both COTS and custom, will be delivered in-person at the County facilities. The deliverables will be delivered via email. In the case of a large file size, document deliverables will be made available via the Esri Managed File Transfer Service. Additionally, document deliverables may be made available via CD or DVD. Please reference items 13, and 44-45 in Table 5-5 Deliverable Classifications, Task 3 Application Development and Implementation, and Task 8 Training.

5.7.6 Maintenance

The Esri Team shall provide ongoing system maintenance support, tuning, and troubleshooting for all Cadastral GIS Upgrade deliverables during the one-year maintenance period following phase 3. This will include application support of a technical and advisory nature, minor fixes, and troubleshooting. This support will be provided to the County during normal Esri business hours: Monday – Friday, 8:00 AM – 5:00 PM, Pacific Time. The support may be a combination of remote and/or onsite support. Please reference item 46 in Table 5-5 Deliverable Classifications and Task 9 Post-implementation Maintenance.

Summary of Deliverables and Acceptance Process

Table 5-5 below lists each Esri deliverable by phase and the deliverable type. The deliverable number corresponds to the deliverable number referenced in the above work plan tasks.

Table 5-5 Deliverable Classifications

#	Project Deliverable	Deliverable Type
1	Participation in the 1 day project kickoff meeting	Meetings and demonstrations
2	Participation weekly status meetings	Meetings and demonstrations
3	Provide weekly status reports for the data migration and metadata tasks	Documents
4	Provide monthly status reports for all task deliverables	Documents
5	Draft and final Project Management Plan document	Documents
6	Participation in the 1 day project closeout meeting	Meetings and demonstrations
<i>Phase 1 Deliverables</i>		
7	On-site requirement meeting for the above requirement areas at the County Facilities	Meetings and demonstrations
8	Draft and final versions of the System Requirements Specification document	Documents
9	Draft and final versions of the System Design Specification document	Documents
10	Participation in a three-day requirements review meeting at the County Facilities	Meetings and demonstrations
<i>Phase 2 and 3 Deliverables</i>		
11	Demonstration of the Cadastral GIS Upgrade application during each of the three development cycles	Meetings and demonstrations
12	Configured Cadastral GIS Upgrade application in Esri hosted environment	Installation and configuration
13	Two days of COTS Parcel Editor Training	Training
14	Parcel editing, editing workflows, and history management Cadastral GIS Upgrade application components based on the final SRS and SDS	Installation and configuration
15	Map production Cadastral GIS Upgrade application components based on the final SRS and SDS	Installation and configuration
16	Parcel editing tools based on the final SRS and SDS	Installation and configuration
17	Tabular data entry tools based on the final SRS and SDS	Installation and configuration
18	Custom AS/400 integration and	Installation and

#	Project Deliverable	Deliverable Type
	synchronization tools	configuration
19	Custom division entry, workflow, and tax year history reports	Installation and configuration
20	Configured ArcGIS for Server Image Extension for Orthophoto Imagery Management for the pilot	Installation and configuration
21	Configured ArcGIS for Server Image Extension for Orthophoto Imagery Management in the Cadastral GIS Upgrade enterprise system (Test and production)	Installation and configuration
22	Draft and final Geodatabase Design Document (including data dictionary)	Documents
23	Draft and final Migration Plan Document	Documents
24	Pilot test data loaded in the Cadastral GIS Upgrade test environment	Installation and configuration
25	Migrated final data in the Cadastral GIS Upgrade enterprise system (test and production)	Installation and configuration
26	Metadata methodology document	Documents
27	Metadata for all Cadastral GIS Upgrade feature classes	Installation and configuration
28	Metadata loaded in the Cadastral GIS Upgrade enterprise system (test and production) for Phases 2 and 3	Installation and configuration
29	Draft and final Release Management Plan (RMP)	Documents
30	Draft and final Software Test Plan (STP)	Documents
31	Draft and final UAT and FAT Test Scripts	Documents
32	Draft and final Requirements Traceability Matrix (RTM)	Documents
33	Draft and final Installation and Configuration Guide	Documents
34	As-built design use cases	Documents
35	Phase 2 Cadastral GIS Upgrade release installed in the test environment	Installation and configuration
36	Phase 3 Cadastral GIS Upgrade release installed in the test environment	Installation and configuration

#	Project Deliverable	Deliverable Type
37	Support during the five-day UAT	Testing Support
38	Support during the five-day FAT	Testing Support
39	UAT Software Test Report (STR) and on-site stakeholder review meeting	Documents
40	FAT Software Test Report (STR) and on-site stakeholder review meeting	Documents
41	Phase 3 Cadastral GIS Upgrade release installed in the production environment	Documents
42	Draft and final User Guide document	Documents
43	Draft and final Implementation Plan document	Documents
44	Draft and final Custom Training Materials	Documents
45	Five days of custom training as outlined in the Implementation Plan	Training
	<i>Post Implementation Deliverables</i>	
46	Ongoing system maintenance support, tuning, and troubleshooting for Cadastral GIS Upgrade deliverables	Management

Table 5-6 below lists each deliverable type and the acceptance process the Esri Team shall use for each deliverable specified in this Scope of Work.

Table 5-6 Deliverable Acceptance Process

Deliverable Type (description)	Acceptance Process
Documents (may include questionnaires, guides, technical documents and reports)	Esri Team agrees on a template with the County, then delivers the draft version. The County reviews the draft for up to five business days and provides consolidated written comments to the Esri Team. Esri Team incorporates mutually agreed upon comments and delivers final document version. The County reviews and provides written acceptance within five business days of receipt.
Meetings and demonstrations	Participation in meeting. Acceptance deemed upon completion of the meeting or demonstration.
Training	Acceptance deemed upon completion of the training course.
Installation and configuration	Acceptance deemed upon completion of the installation.
Testing Support	Acceptance deemed upon completion of the UAT/FAT.

EXHIBIT C

PROFESSIONAL SERVICES ADDENDUM E600M



Exhibit C
County Contract No. 1388-03584
Esri Contract No. 2013C4847
PROFESSIONAL SERVICES ADDENDUM
(E600M 10/05)

Esri, 380 New York St., Redlands, CA 92373-8100 USA • TEL 909-793-2853 • FAX 909-793-5953

ARTICLE 1—DEFINITIONS

All words, phrases, or terms defined in other parts of the Contract shall have the same meaning in this Addendum. The following additional words, phrases, or terms shall have the following meaning:

- i. "Scope of Work" means the Scope of Work described in Exhibit B – Scope of Work to this Contract for Service, Cadastral GIS Upgrade between ESRI and Cook County (County Contract No. 1388-03584, Esri No. 2013C4847).
- ii. "Custom Software" means all or any portion of the computer software code, components, dynamic link libraries (DLLs), and programs delivered on any media provided in source, object, or executable code format(s), inclusive of backups, updates, or merged copies permitted hereunder or subsequently supplied under this Contract, exclusive of Software.
- iii. "Technical Data" means, without limitation, all technical materials including formula, compilations, software code or programs, methods, techniques, know-how, technical assistance, processes, algorithms, designs, data dictionaries and models, schematics, user documentation, training documentation, specifications, drawings, flowcharts, briefings, test or quality control procedures, or other similar information supplied or disclosed by ESRI under this Contract.
- iv. "Map Data" means any digital data set(s) including geographic, vector data coordinates, raster, or associated tabular attributes supplied or used in performance of this Contract.
- v. "Deliverables" means Custom Software, Technical Data, or Map Data specified for delivery or use by Licensee under this Contract.
- vi. "Supported Software" means the Software identified pursuant to Article 2.

ARTICLE 2—SCOPE OF WORK, PROJECT SCHEDULE, SUBCONTRACTORS AND LICENSEE'S FACILITIES

ESRI shall provide Deliverables as specified in the Scope of Work for support of the Software identified therein ("Supported Software"). ESRI shall complete the Scope of Work in accordance with the schedule specified in this Contract.

While performing work on-site, ESRI shall reasonably comply with the rules and regulations provided by Licensee's as it relates to Licensee's facilities. ESRI will flow-down this requirement to the ESRI subcontractors that are performing work on-site at Licensee's facilities. Such rules and regulations shall include, but not be limited to, those regarding computer security and access, professional and ethical standards, safety, and performance of work and conduct on, or security of, Licensee's premises.

Licensee reserves the right to prohibit any person from entering any Licensee facility for any reason. ESRI shall observe and comply with the laws, ordinances, regulations and codes of the Federal, State, County and other local government agencies which may affect the performance of Task Orders.

ARTICLE 3—LICENSE GRANT

Subject to the terms and conditions set forth in this Contract and effective upon their delivery, ESRI hereby grants to Licensee a nonexclusive, worldwide license in the Deliverables to use, modify, and reproduce the Deliverables in connection with Licensee's authorized use of Supported Software. The grant in the immediately preceding sentence does not apply to Map Data, which Licensee must separately and directly license from the vendor.

ARTICLE 4—PATENTS AND INVENTIONS

During performance of this Contract, the parties anticipate that inventions, innovations, and improvements ("Inventions") relating to the subject matter of this Contract may be conceived solely or jointly by principals, employees, consultants, or independent contractors (hereinafter called "Inventors") of the parties hereto.

The parties agree that, as of the effective date of this Contract, ESRI or its licensors own all intellectual property rights in the Software. During the term of this Contract, Licensee shall promptly notify ESRI if Licensee becomes aware of any known or suspected infringement or violation of these rights.

Each party shall retain title to any Inventions made or conceived solely by its Inventors during the term of this Contract, including, but not limited to, such Inventions as ESRI's Inventors solely make or conceive while providing technical assistance pursuant to this Contract. The parties shall jointly own any Invention made or conceived jointly by Inventors from both parties. With respect to such Inventions of Licensee relating to the Software and as additional compensation for the Technical Data access and license provided under this Contract, Licensee hereby grants and agrees to grant to ESRI an irrevocable, royalty-free, nonexclusive, worldwide right and license, with right to sublicense, use, make, sell, offer to sell, or import such Inventions for any purpose, whether or not patented in the country of such past or intended use.

Licensee agrees to disclose promptly to ESRI (i) each Invention relating to the Software and made or conceived by Licensee's Inventors during the term of this Contract and (ii) of any decision to file a patent application with respect to such Invention and the country or countries in which such application will be filed.

Where only one party has title to an Invention, that party, at its sole discretion, shall have the right, but not the obligation, at its expense to: (i) decide on whether or not to seek or maintain, or to continue to seek or maintain, patent protection in any country on such Invention; (ii) decide the extent and scope of such protection; and (iii) protect and enforce in any country any patents issued on such Invention.

Except as provided in the next paragraph, where an Invention is jointly owned, each party shall share equally the costs of acquiring protection for the Invention and furnish the other joint owner with assistance reasonably required for acquiring protection.

The acquisition or maintenance of protection shall not be abandoned by a joint owner (the "Assigning Owner") without giving the other joint owner (the "Beneficial Owner") an opportunity to intervene and acquire or maintain protection at the Beneficial Owner's expense. The Assigning Owner electing not to acquire or maintain protection on any Inventions in any country or countries shall assign such of its rights in such Inventions to the Beneficial Owner.

All Inventions made by Inventors during performance of tasks detailed in the Scope of Work during the term of this Contract will be presumed, absent clear and convincing evidence to the contrary, to have resulted from the Inventors' activities under this Contract.

Neither party may license, transfer, sell, or otherwise alienate or encumber its interest in jointly owned Inventions without the written consent of the other party, which is hereby given to ESRI for Inventions relating to the Software and shall otherwise not be unreasonably withheld by either party. However, either party may transfer such Inventions to its Affiliates for their internal use only. "Affiliate" shall mean the parent or subsidiary companies of a party or subsidiary companies to a party's parent provided there is more than fifty percent (50%) ownership of the subsidiary by the parent or party.

ARTICLE 5—OWNERSHIP, CONFIDENTIALITY, AND EXPORT CONTROLS

Except as specifically granted in this Addendum and excluding Licensee-owned data, ESRI or its licensors own and retain all right, title, and interest in the Deliverables. This Contract does not transfer ownership rights of any description in the Deliverables to Licensee or any third party.

Unless otherwise agreed in writing, the Deliverables that disclose ESRI software code or passwords are ESRI confidential and Licensee shall preserve and protect their confidentiality. Insofar as its rights may be legally restricted, Licensee agrees not to reverse engineer or decompile Deliverables delivered only in object code, executable code, or formats subject to similar or greater means of access control (collectively, "Secure Formats"). For Deliverables delivered in source code or other human-readable formats, Licensee shall have met its obligations under this Article if its disclosure of Deliverables is limited to Deliverables in Secure Formats, *provided that* the means for reverse engineering, decompiling, or disassembling such Deliverables is withheld from such disclosure, and the person or entity in receipt of such Deliverables similarly agrees not to perform such acts or allow others to do so.

Except as provided in the preceding paragraph, Licensee shall not disclose the Deliverables to employees or third parties without the advanced written consent of ESRI. However, Licensee may, without such consent, make such disclosures to employees as are reasonably required for the Licensee's authorized use of the Supported Software, provided that such disclosure is strictly limited to the portions of the Deliverables needed for that purpose.

The disclosures permitted under the preceding paragraph shall not relieve Licensee of its obligation to maintain the Deliverables in confidence and comply with all applicable laws and regulations of the United States, including, without limitation, its export control laws. Furthermore, before disclosing all or any portion of the Deliverables to employees or third parties as permitted in the preceding paragraph, Licensee shall inform such employees or third parties of the obligations in this Article and obtain their agreement to be bound by them.

Licensee shall not have any obligation to protect any part of a Deliverable that it can prove: (i) was in Licensee's possession before receipt from ESRI; (ii) is or becomes a matter of public knowledge through no fault of Licensee; (iii) is rightfully disclosed by a third party without a duty of confidentiality; (iv) is disclosed by ESRI to a third party without a duty of confidentiality; (v) is independently developed by Licensee; or (vi) is required to be disclosed by operation of law.

ARTICLE 6—ACCEPTANCE

Deliverables shall be categorized as follows:

- i. "DELIVERABLE ACCEPTED" means a Deliverable conforming to the Scope of Work with no more than minor nonconformities. Licensee shall complete its acceptance review within fifteen (15) working days of receiving each Deliverable.
- ii. "DELIVERABLE ACCEPTED WITH REWORK" means a Deliverable substantially conforming to the Scope of Work, but having a significant number of identified nonconformities and accepted subject to rework by ESRI. ESRI shall rework the Deliverable for the identified nonconformities and resubmit it within thirty (30) days. Licensee will rerun its acceptance review for the nonconformities detected in the initial review within fifteen (15) working days of such resubmission and will reclassify the deliverable as either DELIVERABLE ACCEPTED or DELIVERABLE REJECTED.
- iii. "DELIVERABLE REJECTED" means a Deliverable that fails to substantially conform to the Scope of Work. ESRI shall rework the Deliverable and resubmit it to Licensee within thirty (30) days, at which time Licensee shall have fifteen (15) working days to rerun its acceptance review and reclassify the deliverable as either DELIVERABLE ACCEPTED or DELIVERABLE REJECTED.

Licensee agrees it shall not use any Deliverable in its business operations before acceptance as described in Subsections (i) or (ii) above. If ESRI does not receive within fifteen (15) working days after delivery written notice that the Deliverable is "ACCEPTED WITH REWORK" or "REJECTED" in accordance with Subsections (ii) or (iii) above, or if Licensee uses the Deliverable in its business operations, the Deliverable shall be deemed, as of the first to occur of either of these events, to have been accepted.

ARTICLE 7—RESERVED

ARTICLE 8— COMPENSATION; INVOICES

Esri shall prepare and submit monthly invoices based on the percent complete and dollar amount spent and remaining for each Deliverable as of the end of the preceding month. Licensee shall pay each invoice no later than sixty (60) days after receipt thereof. Payment shall be made to the Esri address identified on original Esri invoices.

ARTICLE 9—REQUIRED CORRECTIONS AND LIMITED WARRANTY

- i. **Limited Warranty:** ESRI warrants that for a period of ninety (90) days after acceptance of a Deliverable that the Deliverable will conform, in a manner consistent with professional and technical standards in the software industry, with the applicable written specifications that are included in, or delivered by ESRI pursuant to, the Scope of Work.

ii. **Disclaimer of Warranties**

WITH THE EXCEPTION OF THE LIMITED WARRANTY SET FORTH IN SECTION A.i. OF THIS ARTICLE 9, ESRI DISCLAIMS, AND THIS CONTRACT EXPRESSLY EXCLUDES, ALL OTHER OBLIGATIONS TO CORRECT OR REPLACE DELIVERABLES AND OTHER WARRANTIES, EXPRESS OR IMPLIED, ORAL OR WRITTEN, INCLUDING, WITHOUT LIMITATION, (i) ANY WARRANTY THAT DELIVERABLES ARE ERROR-FREE, WILL OPERATE WITHOUT INTERRUPTION, OR ARE COMPATIBLE WITH ALL EQUIPMENT AND SOFTWARE CONFIGURATIONS; AND (ii) ANY AND ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINTERFERENCE, SYSTEM INTEGRATION, AND NONINFRINGEMENT.

IN ADDITION TO AND WITHOUT LIMITING THE PRECEDING PARAGRAPH, ESRI DOES NOT WARRANT IN ANY WAY THE MAP DATA, WHETHER SUPPLIED BY LICENSEE OR ESRI, OR THE VENDORS OF EITHER OF THEM. IF SUPPLIED BY ESRI OR ITS VENDORS, ESRI BELIEVES SUCH MAP DATA IS RELIABLE, BUT IT MAY NOT BE FREE OF NONCONFORMITIES, DEFECTS, ERRORS, OR OMISSIONS; BE AVAILABLE WITHOUT INTERRUPTION; BE CORRECTED IF ERRORS ARE DISCOVERED; OR MEET LICENSEE'S NEEDS OR EXPECTATIONS. ESRI IS NOT INVITING RELIANCE ON MAP DATA, AND LICENSEE SHOULD ALWAYS VERIFY ACTUAL DATA FROM DOCUMENTS OF RECORD, FIELD MEASUREMENT, OR OBSERVATION.

ARTICLE 10—LIMITATION OF LIABILITY

A. Disclaimer of Certain Types of Liability

IN NO EVENT SHALL ESRI OR ITS LICENSOR(S) BE LIABLE TO LICENSEE FOR COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES; LOST PROFITS; LOST SALES OR BUSINESS EXPENDITURES; INVESTMENTS; OR COMMITMENTS IN CONNECTION WITH ANY BUSINESS, LOSS OF ANY GOODWILL, OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATED TO THIS CONTRACT OR USE OF THE DELIVERABLES HOWEVER CAUSED, ON ANY THEORY OF LIABILITY, AND WHETHER OR NOT ESRI OR ITS LICENSOR(S) HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY REMEDY.

B. General Limitation of Liability

IN NO EVENT WILL ESRI'S TOTAL CUMULATIVE LIABILITY ARISING OUT OF OR RELATED TO THIS CONTRACT OR USE OF THE DELIVERABLES FROM ALL CAUSES OF ACTION OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, BREACH OF WARRANTY, MISREPRESENTATION, OR OTHERWISE, EXCEED THE PROFESSIONAL SERVICES FEE PAID TO ESRI BY LICENSEE.

C. Applicability of Disclaimers and Limitations

Licensee agrees that the limitations of liability and disclaimers set forth in this Contract will apply regardless of whether Licensee has accepted the Deliverables or any other product or service delivered by ESRI.

D. Licensee's Limitation of Liability

Licensee shall be not liable for any consequential, exemplary, incidental, indirect, or special damages or costs including, but not limited to, lost profits or loss of goodwill, resulting from any claim or cause of action based upon breach of warranty, breach of contract, negligence, strict liability, or any other legal theory, even if ESRI has been advised, knew, or should have known of the possibility thereof. Licensee's liability for direct damages shall be limited to the Maximum Fee specified in Part I, Article III of this Contract. In no event shall the Licensee's liability be the aggregate amount of multiple contracts.

ARTICLE 11—HIGH RISK ACTIVITIES

- A. Deliverables are not fault-tolerant and are not designed, manufactured, or intended for use or resale for use for insurance underwriting or with critical health and safety or online control equipment in hazardous environments that require fail-safe performance, such as in the operation of nuclear facilities, aircraft navigation or communication systems, air traffic control, emergency response, terrorism prevention or response, life support, or weapons systems ("High Risk Activities"). ESRI SPECIFICALLY DISCLAIMS ANY EXPRESS OR IMPLIED WARRANTY OF FITNESS FOR HIGH RISK ACTIVITIES.

ARTICLE 12—RESERVED

ARTICLE 13—RESTRICTIONS ON HIRING

Licensee shall not solicit for hire any ESRI employee who is associated with efforts called for under this Addendum during the term of this Addendum and for a period of one (1) year thereafter. In the event the foregoing provision is breached,

ARTICLE 14—RESERVED

ARTICLE 15—RESERVED

ARTICLE 16—RESERVED

ARTICLE 17—RESERVED

ARTICLE 18—RESERVED

ARTICLE 19—RESERVED

ARTICLE 20—BODILY INJURY AND PROPERTY DAMAGE INDEMNITY

Contractor will indemnify and hold harmless Licensee and its affiliates and each of their commissioners and officers, from and against any and all damages, losses, liabilities, claims, judgments and settlements, including all reasonable costs, expenses and attorneys fees, arising out of any action or claim for bodily injury, death or property damage (except for databases not subject to a reasonable backup program) brought against any of the Licensee to the extent arising from any negligent act or omission or willful misconduct by Contractor, its subcontractors or their respective directors, officers, employees or agents, while on Licensee property. This clause shall not apply to any of Contractor's Enterprise License Software, Software, Data, Documentation, Web Services, Work Product, Managed Services or Deliverables.

EXHIBIT D

MBE/WBE
COMPLIANCE APPROVAL LETTER

THE BOARD OF COMMISSIONERS
TONI PRECKWINKLE, PRESIDENT



COUNTY OF COOK
BUREAU OF FINANCE
OFFICE OF CONTRACT COMPLIANCE

JACQUELINE GOMEZ
DIRECTOR

County Building
118 North Clark Street, Room 1020
Chicago, Illinois 60602-1304
TEL: (312) 603-5502

Earlean Collins	1 st Dist.	Bridget Gainer	10 th Dist.
Robert Steele	2 nd Dist.	John P. Daley	11 th Dist.
Jerry Butler	3 rd Dist.	John A. Fritchey	12 th Dist.
William M. Beavers	4 th Dist.	Lawrence Saffradin	13 th Dist.
Deborah Sims	5 th Dist.	Gregg Goslin	14 th Dist.
Joan P. Murphy	6 th Dist.	Timothy O. Schneider	15 th Dist.
Jesus G. Garcia	7 th Dist.	Jeffrey R. Tobolski	16 th Dist.
Edwin Reyes	8 th Dist.	Elizabeth Ann Doody Gorman	17 th Dist.
Peter N. Silvestri	9 th Dist.		

February 26, 2013

Ms. Shannon E. Andrews
Chief Procurement Officer
County Building-Room 1018
Chicago, IL 60602

Re: Contract No. 12-88-382
Cadastral GIS Update

Dear Ms. Andrews:

The following bid for the above referenced contract have been reviewed for compliance with the General Conditions regarding the Minority and Women Owned Business Enterprises Ordinance and have been found to be responsive to the goals of 35% MBE/WBE participation.

Bidder: Environmental Systems Research Institute, Inc.
Bid Amount: \$1,936,000.00

<u>MBE/WBE</u>	<u>Status</u>	<u>Certifying Agency</u>	<u>Commitment</u>
Pro-West & Associates, Inc.	WBE (7)	City of Chicago	27.9%
Scarfe Consulting, LLC	WBE (7)	Cook County	7.1%

The Office of Contract Compliance has been advised by the Requesting Department that no other bidders are being recommended for award.

Sincerely,

Jacqueline Gomez
Contract Compliance Director
JG/ate



Printed on Recycled Paper

CERTIFICATIONS (SECTION 4)

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

A. PERSONS AND ENTITIES SUBJECT TO DISQUALIFICATION

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

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

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

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

B. BID-RIGGING OR BID ROTATING

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

C. DRUG FREE WORKPLACE ACT

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

D. DELINQUENCY IN PAYMENT OF TAXES

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

E. HUMAN RIGHTS ORDINANCE

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

F. ILLINOIS HUMAN RIGHTS ACT

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

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

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

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

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

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

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

REQUIRED DISCLOSURES (SECTION 5)

1. DISCLOSURE OF LOBBYIST CONTACTS

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

Name	Address
None	
_____	_____
_____	_____
_____	_____

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

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

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

Yes: _____ No: X

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

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

Yes: _____ No: X

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

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

All Applicants are required to review the Cook County Affidavit of Child Support Obligations attached to this EDS (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): _____

(ATTACH SHEET IF NECESSARY TO LIST ADDITIONAL INDEX NUMBERS)

OR:

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

5. EXCEPTIONS TO CERTIFICATIONS OR DISCLOSURES.

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

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

COOK COUNTY AFFIDAVIT OF CHILD SUPPORT OBLIGATIONS

Effective July 1, 1998, every applicant for a County Privilege shall be in full compliance with any Child Support Order before such applicant is entitled to receive a County Privilege. When Delinquent Child Support Exists, the County shall not issue or renew any County Privilege, and may revoke any County Privilege.

"Applicant" means any person or business entity, including all Substantial Owners, seeking issuance of a County Privilege or renewal of an existing County Privilege from the County. This term shall not include any political subdivision of the federal or state government, including units of local government, and not-for-profit organizations.

"County Privilege" means any business license, including but not limited to liquor dealers' licenses, packaged goods licenses, tavern licenses, restaurant licenses, and gun licenses; real property license or lease; permit, including but not limited to building permits, zoning permits or approvals; environmental certificate; County HOME Loan, and contracts exceeding the value of \$10,000.00.

"Substantial Owner" means any person or persons who own or hold a twenty-five percent (25%) or more percentage of interest in any business entity seeking a County Privilege, including those shareholders, general or limited partners, beneficiaries and principals; except where a business entity is an individual or sole proprietorship, Substantial Owner means that individual or sole proprietor.

All Applicants/Substantial Owners are required to complete this affidavit and comply with the Child Support Enforcement Ordinance before any privilege is granted. Signature of this form constitutes a certification the information provided below is correct and complete, and that the individual(s) signing this form has/have personal knowledge of such information.

Privilege Information: Potential Contract if an award is made in Proposer's favor as a result of responding to a Request for Proposal
County Privilege: No. 12-88-382 for Cook County Cadastral GIS Upgrade.
County Department: Bureau of Technology

Applicant Information: Environmental Systems Research Institute, Inc.
Last name: _____ First Name: _____ MI: _____
SS# (Last Four Digits): _____ Date of Birth: _____
Street Address: 380 New York Street
City: Redlands State: California Zip: 92373
Home Phone: W (909) 793 - 2853 Drivers License No: _____

Child Support Obligation Information:

The Undersigned applicant, being duly sworn on oath or affirmation hereby states that to the best of my knowledge (place an "X" next to "A", "B", "C", or "D").

- A. The Applicant has no judicially or administratively ordered child support obligations.
 B. The Applicant has an outstanding judicially or administratively ordered obligation, but is paying in accordance with the terms of the order.
 C. The Applicant is delinquent in paying judicially or administratively ordered child support obligations
 D. The Applicant is not a substantial owner as defined above.

The Undersigned applicant understands that failure to disclose any judicially or administratively ordered child support debt owed will be grounds for revoking the privilege.

Signature: Krista Moreno Date: Dec-28, 2012

Subscribed and sworn to before me this _____ day of _____, 20____

X See attached.
Notary Public Signature Notary Seal

Note: The above information is subject to verification prior to the award of the contract.

CALIFORNIA JURAT WITH AFFIANT STATEMENT

GOVERNMENT CODE § 8202

- See Attached Document (Notary to cross out lines 1-6 below)
- See Statement Below (Lines 1-6 to be completed only by document signer[s], *not* Notary)

1 _____

2 _____

3 _____

4 _____

5 _____

6 _____

Signature of Document Signer No. 1

Signature of Document Signer No. 2 (if any)

State of California

Subscribed and sworn to (or affirmed) before me

County of San Bernardino

on this 28 day of December, 2012,
Date Month Year

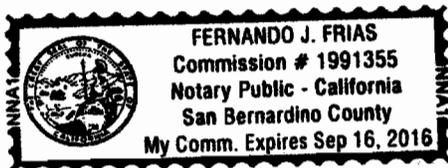
(1) Krista Moreno,
Name of Signer

proved to me on the basis of satisfactory evidence to be the person who appeared before me (.) (.)

(and

(2) _____,
Name of Signer

proved to me on the basis of satisfactory evidence to be the person who appeared before me.)



Place Notary Seal Above

Signature Fernando J. Frias
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Further Description of Any Attached Document

Title or Type of Document: Cook County Affidavit of

Child Support Obligations

Document Date: 12/28/2012 Number of Pages: 1

Signer(s) Other Than Named Above: _____

RIGHT THUMBPRINT OF SIGNER #1

Top of thumb here

RIGHT THUMBPRINT OF SIGNER #2

Top of thumb here

COOK COUNTY DISCLOSURE OF OWNERSHIP INTEREST STATEMENT

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

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

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

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

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

This Disclosure of Ownership Interest Statement must be submitted by :

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

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

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

This Statement is an: Original Statement or Amended Statement

Identifying information:

Name Environmental Systems Research Institute, Inc. D/B/A: Esri EIN NO.: 95-2775732

Street Address: 380 New York Street

City: Redlands State: California Zip Code: 92373

Phone No.: 909 793-2853

Form of Legal Entity:

Sole Proprietor Partnership Corporation Trustee of Land Trust

Business Trust Estate Association Joint Venture

Other (describe) _____

Ownership Interest Declaration:

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

Name	Address	Percentage Interest in Applicant/Holder
------	---------	---

"The Jack and Laura Dangermond Trust, October 7, 2000" owns 100% of the outstanding voting, equity securities of Environmental Systems Research Institute, Inc., and Jack and Laura Dangermond are the sole trustees.		
---	--	--

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
-----------------------	-------------------	---------------------

--	--	--

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

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

Name	Address	Percentage of Beneficial Interest	Relationship
------	---------	-----------------------------------	--------------

--	--	--	--

Declaration (check the applicable box):

- I state under oath that the Applicant has withheld no disclosure as to ownership interest in the Applicant nor reserved any information, data or plan as to the intended use or purpose for which the Applicant seeks County Board or other County Agency action.
- I state under oath that the Holder has withheld no disclosure as to ownership interest nor reserved any information required to be disclosed.

**Krista Moreno
Manager, Contracts and Legal Services**

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

Krista Moreno
Signature

Kmoreno@esri.com
E-mail address

Title

Dec. 28, 2012
Date

909 793-2853

Phone Number

Subscribed to and sworn before me
this _____ day of _____, 20__.

My commission expires:

X See attached.
Notary Public Signature

Notary Seal

CALIFORNIA JURAT WITH AFFIANT STATEMENT

GOVERNMENT CODE § 8202

- See Attached Document (Notary to cross out lines 1-6 below)
- See Statement Below (Lines 1-6 to be completed only by document signer[s], *not* Notary)

1 _____

2 _____

3 _____

4 _____

5 _____

6 _____

Signature of Document Signer No. 1

Signature of Document Signer No. 2 (if any)

State of California

County of San Bernardino

Subscribed and sworn to (or affirmed) before me

on this 28 day of December, 2012,
Date Month Year

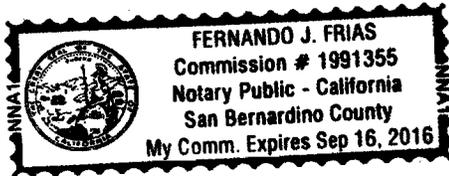
by (1) Krista Moreno
Name of Signer

proved to me on the basis of satisfactory evidence to be the person who appeared before me (.) (.)

(and

(2) _____
Name of Signer

proved to me on the basis of satisfactory evidence to be the person who appeared before me.)



Place Notary Seal Above

Signature Fernando J. Frias
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Further Description of Any Attached Document

Title or Type of Document: Cook County Disclosure of Ownership

Document Date: 12/28/12 Number of Pages: 2

Signer(s) Other Than Named Above: _____

RIGHT THUMBPRINT OF SIGNER #1

Top of thumb here

RIGHT THUMBPRINT OF SIGNER #2

Top of thumb here



COOK COUNTY BOARD OF ETHICS

69 W. WASHINGTON STREET, SUITE 3040

CHICAGO, ILLINOIS 60602

312/603-4304

312/603-9988 FAX 312/603-1011 TT/TDD

FAMILIAL RELATIONSHIP DISCLOSURE PROVISION:

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

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

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

DEFINITIONS:

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

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

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

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

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

SWORN FAMILIAL RELATIONSHIP DISCLOSURE FORM

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

Name of Owner/Employee: _____ Title: _____

Business Entity Name: Environmental Systems Research Institute, Inc. Phone: 909 793-2853

Business Entity Address: 380 New York Street, Redlands, California 92373

_____ 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.

Krista Moreno _____
Owner/Employee's Signature Date

Subscribe and sworn before me this _____ Day of _____, 20____

a Notary Public in and for _____ County

See attached.
(Signature)

NOTARY PUBLIC
SEAL

My Commission expires _____

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**

CALIFORNIA JURAT WITH AFFIANT STATEMENT

GOVERNMENT CODE § 8202

- See Attached Document (Notary to cross out lines 1-6 below)
- See Statement Below (Lines 1-6 to be completed only by document signer[s], *not* Notary)

1 _____

2 _____

3 _____

4 _____

5 _____

6 _____

Signature of Document Signer No. 1

Signature of Document Signer No. 2 (if any)

State of California

County of San Bernardino

Subscribed and sworn to (or affirmed) before me

on this 28 day of December, 2012,

by _____

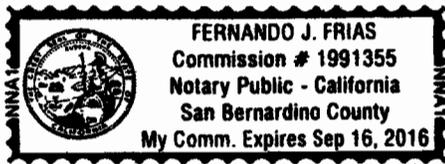
(1) Krista Moreno
Name of Signer

proved to me on the basis of satisfactory evidence to be the person who appeared before me (.) (.)

(and

(2) _____
Name of Signer

proved to me on the basis of satisfactory evidence to be the person who appeared before me.)



Place Notary Seal Above

Signature Fernando J. Frias
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Further Description of Any Attached Document

Title or Type of Document: Cook County Familial Relationships Disclosure Provision

Document Date: 12/28/12 Number of Pages: 2

Signer(s) Other Than Named Above: _____

RIGHT THUMBPRINT OF SIGNER #1

Top of thumb here

RIGHT THUMBPRINT OF SIGNER #2

Top of thumb here

SIGNATURE BY A CORPORATION
(SECTION 9)

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

BUSINESS NAME: Environmental Systems Research Institute, Inc.

BUSINESS ADDRESS: 380 New York Street, Redlands, California 92373

BUSINESS TELEPHONE: 909 793-2853 FAX NUMBER: 909 307-3034

CONTACT PERSON: M Carberry

FEIN: 95-2775732 *IL CORPORATE FILE NUMBER: 2400-8427

LIST THE FOLLOWING CORPORATE OFFICERS:

PRESIDENT: Jack Dangermond VICE PRESIDENT: Laura Dangermond

SECRETARY: Laura Dangermond TREASURER: Lance Lenhart

**SIGNATURE OF PRESIDENT: *Krista Moreno*

ATTEST: *Laura Dangermond* (CORPORATE SECRETARY)

Subscribed and sworn to before me this
_____ day of _____, 20__.

My commission expires:

X *See attached.*

Notary Public Signature

Notary Seal

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

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

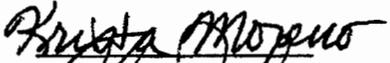
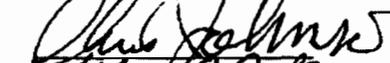
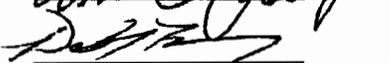
ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE, INC.

DELEGATION OF AUTHORITY

I, Laura Dangermond, as Secretary of Environmental Systems Research Institute, Inc. ("Esri"), hereby appoint the following employees to act for and on behalf of Esri, each acting solely, with full authority to sign agreements in accordance with the Signature Delegation Policy for the Contracts and Legal Services Department, on behalf of Esri. The authority delegated is not subject to further delegation without my prior written consent.

This authority hereby delegated to the named persons shall completely expire as of midnight in San Bernardino County, California on December 31, 2012.

In order of priority:

<u>NAME</u>	<u>TITLE</u>	<u>SIGNATURE</u>
1. Sheron Bealer	Director, Contracts & Legal Services	
2. Krista Moreno	Manager, Contracts & Legal Services	
3. Chris Johnson	Manager, Commercial & Government Contracts	
4. Bill Fleming	Managing Business Attorney	
5. Don Berry	Director, Operations	


Laura Dangermond
Secretary

Effective Date: January 1, 2012

Corporate Seal of
Environmental Systems
Research Institute, Inc.

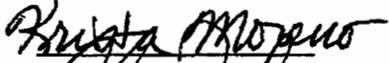
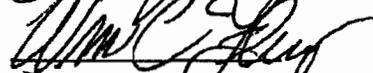
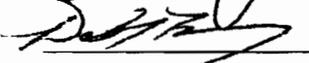
ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE, INC.

DELEGATION OF AUTHORITY

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This authority hereby delegated to the named persons shall completely expire as of midnight in San Bernardino County, California on December 31, 2012.

In order of priority:

<u>NAME</u>	<u>TITLE</u>	<u>SIGNATURE</u>
1. Sheron Bealer	Director, Contracts & Legal Services	
2. Krista Moreno	Manager, Contracts & Legal Services	
3. Chris Johnson	Manager, Commercial & Government Contracts	
4. Bill Fleming	Managing Business Attorney	
5. Don Berry	Director, Operations	


Laura Dangermond
Secretary

Effective Date: January 1, 2012

Corporate Seal of
Environmental Systems
Research Institute, Inc.

MINUTES OF ACTION OF THE BOARD OF DIRECTORS

OF

ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE, INC.

TAKEN WITHOUT A MEETING BY UNANIMOUS WRITTEN CONSENT

September 2, 2008

The actions described in these Minutes of Action were taken by the Board of Directors of the above-named Corporation by unanimous written consent pursuant to provisions in the Corporation's Bylaws permitting such action be taken.

The Directors hereby adopt the following recitals, resolutions, and statements:

Delegation of Authority to Agents

WHEREAS, the Board of Directors deems it to be in the best interest of the Corporation to authorize any Director, whether acting alone or jointly with any other Director, to delegate for exercise during a period of absence by both the President and the Secretary, the authority to specific employees to act as agents for and on behalf of the Corporation in connection with certain matters and for a limited period of time, all as specified in the written delegation of such authority.

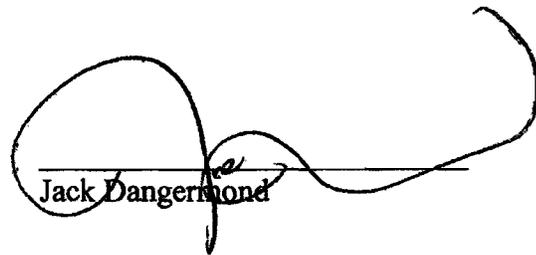
NOW BE IT RESOLVED: That Jack Dangermond and Laura Dangermond, or either of them acting alone, as Directors, shall be and each hereby is, authorized to appoint by written delegations of authority, specifically named individuals thereby authorized as agents for the Corporation to negotiate and to sign business documents including, but not limited to, contracts, wire transfer instructions, bank checks, and drafts or other orders for payment on behalf of the Corporation, provided that each authority so delegated shall be exercisable only for the limited time period specified in the written delegation of such authority signed by the delegating Director(s).

RESOLVED FURTHER: That any appointment and delegation of authority by the Directors of the Corporation, or either of them, to any such agent for the Corporation, shall be evidenced by a writing and shall specify; (1) the name(s) of the individual agent(s) to whom authority is delegated; (2) the name(s) of the Director(s) executing the appointment and delegation of authority; (3) the date of the appointment; (4) the date on which the authority to so act shall expire; and (5) the nature and extent of the authority delegated and any limitations thereon.

RESOLVED FURTHER: That any individual so appointed as an agent by a written delegation of authority is hereby empowered, subject to terms and limitations stated in the written delegation, with authority to negotiate, sign and deliver documents and other instruments (including amendments and modifications thereto) and to bind the Corporation to performance in accord with the terms and conditions of each such document or other instrument.

RESOLVED FURTHER: That the Officers of the Corporation shall be, and they hereby are, authorized and directed to execute any and all documents and to take any and all actions necessary to implement the intent of these resolutions.

The undersigned, constituting all of the Directors of the Corporation, hereby adopt these Minutes of Action effective on and as of September 2, 2008.



Jack Dangermond



Laura Dangermond

COOK COUNTY SIGNATURE PAGE
(SECTION 10)

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



COOK COUNTY CHIEF PROCUREMENT OFFICER

DATED AT CHICAGO, ILLINOIS THIS 23 DAY OF July, 2013.

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

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

(RFP#12-88-382) 13-88-03584

OR

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

TOTAL AMOUNT OF CONTRACT:\$ 1,936,000.00
(DOLLARS AND CENTS)

FUND(s) CHARGEABLE: 5450101.520835

APPROVED AS TO FORM:



ASSISTANT STATE'S ATTORNEY
(Required on contracts over \$1,000,000.00)