

PROFESSIONAL SERVICES AGREEMENT

**INTERACTIVE VOICE RESPONSE SYSTEM
CONSOLIDATION AND REPLACEMENT**

BETWEEN



COOK COUNTY GOVERNMENT
Bureau of Technology

AND

Adapt Telephony Services, LLC

APPROVED BY BOARD OF
COOK COUNTY COMMISSIONERS

DEC - 4 2013

COM _____

Toni Preckwinkle
President

Shannon E. Andrews
Chief Procurement Officer

PROFESSIONAL SERVICES AGREEMENT

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Exhibit 2	Evidence of Insurance
Exhibit 3	Board Authorization

AGREEMENT

This Agreement is made and entered into by and between the County of Cook, a public body corporate of the State of Illinois, on behalf of the Bureau of Technology hereinafter referred to as "County" and Adapt Telephony Services, LLC, doing business as a Limited Liability Corporation of the State of Illinois hereinafter referred to as "Consultant" or "Contractor", pursuant to authorization by the Cook County Board of Commissioners on the 4th day of December, 2013, as evidenced by Board Authorization letter attached hereto as EXHIBIT "3".

BACKGROUND

The County of Cook issued a Request for Proposals "RFP" for Interactive Voice Response System Consolidation and Replacement. Proposals were evaluated in accordance with the evaluation criteria published in the RFP. The Consultant was selected based on the proposal submitted and evaluated by the County representatives.

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

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

TERMS AND CONDITIONS

ARTICLE 1) INCORPORATION OF BACKGROUND

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

ARTICLE 2) DEFINITIONS

a) Definitions

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

"Additional Services" means those services which are within the general scope of Services of this Agreement, but beyond the description of services required under Article 3, and all services reasonably necessary to complete the Additional Services to the standards of performance required by this Agreement. Any Additional Services requested by the Department require the approval of the Chief Procurement Officer in a written modification to this Agreement before Consultant is obligated to perform those Additional Services and before the County becomes obligated to pay for those Additional Services.

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

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

"**Department**" means the Cook County Using Department.

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

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

b) Interpretation

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

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

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

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

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

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

c) Incorporation of Exhibits

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

- Exhibit 1 Scope of Services / Price Proposal
 Attachment A – System Requirements Matrix
 Attachment B – System Configurations
 Attachment C – Standard Support
 Attachment D – Cook County IVR Contract Pricing Details
 Attachment E – Interactive Intelligence License Agreement
- Exhibit 2 Evidence of Insurance
- Exhibit 3 Board Authorization

ARTICLE 3) DUTIES AND RESPONSIBILITIES OF CONSULTANT

a) Scope of Services

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

b) Deliverables

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

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

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

c) **Standard of Performance**

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

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

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

d) **Personnel**

i) **Adequate Staffing**

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

ii) **Key Personnel**

Consultant must not reassign or replace Key Personnel without the written consent of the County, which consent the County will not unreasonably withhold. "**Key Personnel**" means those job titles and the persons assigned to those positions in accordance with the provisions of this Article 3.d(ii). The Department may at any time in writing notify Consultant that the County

will no longer accept performance of Services under this Agreement by one or more Key Personnel listed. Upon that notice Consultant must immediately suspend the services of the key person or persons and must replace him or them in accordance with the terms of this Agreement. A list of Key Personnel is found in Exhibit 1, Scope of Services.

iii) **Salaries and Wages**

Consultant and Subcontractors must pay all salaries and wages due all employees performing Services under this Agreement unconditionally and at least once a month without deduction or rebate on any account, except only for those payroll deductions that are mandatory by law or are permitted under applicable law and regulations. If in the performance of this Agreement Consultant underpays any such salaries or wages, the Comptroller for the County may withhold, out of payments due to Consultant, an amount sufficient to pay to employees underpaid the difference between the salaries or wages required to be paid under this Agreement and the salaries or wages actually paid these employees for the total number of hours worked. The amounts withheld may be disbursed by the Comptroller for and on account of Consultant to the respective employees to whom they are due. The parties acknowledge that this Article 3.d. (iii) is solely for the benefit of the County and that it does not grant any third party beneficiary rights.

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

In the performance of this Agreement, including the procurement and lease of materials or equipment, Consultant must abide by the minority and women's business enterprise commitment requirements of the Cook County Ordinance, (Article IV, Section 34-267 through 272) except to the extent waived by the Compliance Director. Consultant's completed MBE/WBE Utilization Plan evidencing its compliance with this requirement are a part of this Agreement, in Section 1 of the Economic Disclosure Statement, upon acceptance by the Compliance Director. Consultant must utilize minority and women's business enterprises at the greater of the amounts committed to by the Consultant for this Agreement in accordance with Section 1 of the Economic Disclosure Statement.

f) **Insurance**

i. **Subrogation and Waiver**

The Vendor shall require all policies of insurance that are in any way related to the work to include clauses providing that each underwriter shall waive all of its rights of recovery, under subrogation or otherwise, against Cook County, Board of Commissioners and employees of the County.

The Vendor shall waive all rights of recovery against Cook County, Board of Commissioners and employees of the County which Vendor may have or acquired because of deductible clauses in or inadequacy of limits of any policies of insurance that are in any way related to the work.

ii. **Insurance Requirements of the Vendor**

Prior to the effective date of this Contract, the Vendor, at its cost, shall maintain at all times, unless specified otherwise, until completion of the term of this Contract the insurance specified below.

Nothing contained in these insurance requirements is to be construed as limiting the extent of the Vendor's responsibility for payment of damages resulting from its operations under this Contract. All policies required herein are to be on a primary and non-contributory basis with respect to any insurance or self-insurance programs carried or administered by the County.

The Vendor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

The Cook County Department of Risk Management maintains the right to modify, delete, alter or change these requirements.

Vendor shall require all Subcontractors to provide the insurance required in this Agreement, or Vendor may provide the coverages for Subcontractors. All Subcontractors are subject to the same insurance requirements as Vendor.

iii. **Insurance To Be Provided**

a. **Workers Compensation Insurance**

Workers' Compensation shall be in accordance with the laws of the State of Illinois or any other applicable jurisdiction.

The Workers Compensation policy shall also include the following provisions:

- (1) Employers' Liability coverage with a limit of
\$500,000 each Accident
\$500,000 each Employee
\$500,000 Policy Limit for Disease
- (2) Broad form all states coverage

b. **Commercial General Liability Insurance**

The Commercial General Liability shall be on an occurrence form basis to cover bodily injury and property damage including loss of use.

General Liability limits shall not be less than \$2,000,000 per occurrence and \$2,000,000 aggregate combined single limit for bodily injury and property

damage. The General Liability policy shall include, without limitation the following coverages:

- i. All premises and operations;
- ii. Contractual Liability;
- iii. Products/Completed Operations;
- iv. Broad Form Property Damage Liability;
- v. Cross Liability.

c. **Commercial Automobile Liability Insurance**

When any motor vehicles are used in connection with the Services to be performed, Vendor shall secure Commercial Automobile Liability Insurance to cover all owned, non-owned and hired automobiles, trucks and trailers. The Commercial Automobile Liability Insurance limits shall not be less than the following:

- i. Liability - All Autos: Bodily Injury & Property Damage - \$1,000,000 per Occurrence
- ii. Uninsured/Underinsured Motorists: Per Illinois Requirements

d. **Professional Errors & Omissions Insurance**

Vendor shall secure Professional Liability insurance covering any and all claims arising out of the performance or nonperformance of professional services for the County under this Agreement. This professional liability insurance shall remain in force for the life of the Vendor's obligations under this Agreement, and shall have a limit of liability of not less than \$2,000,000 with a deductible of not more than \$100,000. If any such policy is written on a claims made form, the retroactive date shall be prior to or coincident with the effective date of this contract. Claims made form coverage shall be maintained by the Vendor for a minimum of three years following the expiration or early termination of this contract and the Vendor shall annually provide the County with proof of renewal.

e. **Valuable Papers**

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

iv. **Additional requirements**

a. **Additional Insured**

Cook County, its officials, employees and agents shall be named as additional insureds under the Commercial General Liability policy.

b. **Qualification of Insurers**

All insurance companies providing coverage shall be licensed or approved by the Department of Insurance, State of Illinois, and shall have a financial rating no lower than (A-) VII as listed in A.M. Best's Key Rating Guide, current edition or interim report. Companies with ratings lower than (A-) VII will be acceptable only upon written consent of the Cook County Department of Risk Management.

c. **Insurance Notices**

All policies of insurance which may be required under terms of this Contract shall be endorsed to provide that the insurance company shall notify the Office of the Chief Procurement Officer at least 30 days prior to the effective date of any cancellation or modification of such policies. Prior to the date on which Vendor commences performance of its part of the work, Vendor shall furnish to the County certificates of insurance maintained by Vendor. The receipt of any certificate of insurance does not constitute agreement by the County that the insurance requirements have been fully met or that the insurance policies indicated on the certificate of insurance are in compliance with insurance required above.

In no event shall any failure of the County to receive certificates of insurance required hereof or to demand receipt of such Certificates of Insurance be construed as a waiver of Vendor's obligations to obtain insurance pursuant to these insurance requirements.

g) **Indemnification**

The Contractor covenants and agrees to indemnify and save harmless the County and its commissioners, officials, employees, agents and representatives, and their respective heirs, successors and assigns, from and against any and all costs, expenses, attorney's fees, losses, damages and liabilities incurred or suffered directly or indirectly from or attributable to any claims arising out of or incident to the performance or nonperformance of the Contract by the Contractor, or the acts or omissions of the officers, agents, employees, contractors, subcontractors, licensees or invitees of the Contractor. The Contractor expressly understands and agrees that any Performance Bond or insurance protection required of the Contractor, or

otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify the County as hereinabove provided.

h) Confidentiality and Ownership of Documents

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

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

For purposes of protecting the privacy and security of any personal health information that may be related to this agreement, the parties agree that Contractor has executed a written business associate agreement with the Cook County Health and Hospital System as required by the Health Insurance Portability and Accountability Act and Health Information Technology for Economic and Clinical Health Act (HIPAA/HITECH) and the rules and regulations implementing these Acts (see 45 CFR Parts 160 and 164).

i) Patents, Copyrights and Licenses

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

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

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

All copyrightable material contained within a Deliverable and created under this agreement are works made for hire. Contractor bears the burden to prove that a work within a Deliverable was not created under this agreement. If work is determined to not be made for hire or that designation is not sufficient to secure rights, to the fullest extent allowable and for the full term of protection otherwise accorded to Contractor under such law, Contractor shall and hereby irrevocably does, assign and transfer to the County free from all liens and other encumbrances or restrictions, all right, title and interest Contractor may have or come to have in and to such Deliverable.

j) Examination of Records and Audits

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

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

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

the next payment due or to become due to the Contractor under any contract with the County.

To the extent this Contract pertains to Deliverables which may be reimbursable under the Medicaid or Medicare Programs, Contractor shall retain and make available upon request, for a period of four (4) years after furnishing services pursuant to this Agreement, the contract, books, documents and records which are necessary to certify the nature and extent of the costs of such services if requested by the Secretary of Health and Human Services or the Comptroller General of the United States or any of their duly authorized representatives. If Contractor carries out any of its duties under the Agreement through a subcontract with a related organization involving a value of cost of \$10,000.00 or more over a 12 month period, Contractor will cause such subcontract to contain a clause to the effect that, until the expiration of four years after the furnishing of any service pursuant to said subcontract, the related organization will make available upon request of the Secretary of Health and Human Services or the Comptroller General of the United States or any of their duly authorized representatives, copies of said subcontract and any books, documents, records and other data of said related organization that

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

k) Subcontract Subcontracting or Assignment of Contract or Contract Funds

Once awarded, this Contract shall not be subcontracted or assigned, in whole or in part, without the advance written approval of the Chief Procurement Officer, which approval shall be granted or withheld at the sole discretion of the Chief Procurement Officer. In no case, however, shall such approval relieve the Contractor from its obligations or change the terms of the Contract. The Contractor shall not transfer or assign any Contract funds or any interest therein due or to become due without the advance written approval of the Chief Procurement Officer. The unauthorized subcontracting or assignment of the Contract, in whole or in part, or the unauthorized transfer or assignment of any Contract funds, either in whole or in part, or any interest therein, which shall be due or are to become due the Contractor shall have no effect on the County and are null and void.

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

The Contractor must disclose the name and business address of each subcontractor, attorney, lobbyist, accountant, consultant and any other person or entity whom the Contractor has retained or

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

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

ARTICLE 4) TERM OF PERFORMANCE

a) Term of Performance

This Agreement takes effect when approved by the Cook County Board and its term shall begin on December 4, 2013 ("**Effective Date**") and continue until December 3, 2019 or until this Agreement is terminated in accordance with its terms, whichever occurs first.

b) Timeliness of Performance

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

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

c) Agreement Extension Option

The Chief Procurement Officer may at any time before this Agreement expires elect to extend this Agreement for up to two (2) additional two-year periods under the same terms and conditions as this original Agreement, except as provided otherwise in this Agreement, by notice

in writing to Consultant. After notification by the Chief Procurement Officer, this Agreement must be modified to reflect the time extension in accordance with the provisions of Section 10.c.

ARTICLE 5) COMPENSATION

a) Basis of Payment

The County will pay Consultant according to the Schedule of Compensation in the attached Exhibit 1 for the successful completion of services.

b) Method of Payment

All invoices submitted by the Contractor shall be in accordance with the cost provisions according to the Schedule of Compensation in the attached Exhibit 1. The invoices shall contain a detailed description of the Deliverables for which payment is requested. All invoices shall reflect the amounts invoiced by and the amounts paid to the Contractor as of the date of the invoice, and shall be submitted together with a properly completed County Voucher form (29A). Invoices for new charges shall not include "past due" amounts, if any, which amounts must be set forth on a separate invoice. No payments shall be made with respect to invoices which do not include the County Voucher form or which otherwise fail to comply with the requirements of this paragraph. Contractor shall not be entitled to invoice the County for any late fees or other penalties.

c) Funding

The source of funds for payments under this Agreement is identified in Exhibit 1, Schedule of Compensation. Payments under this Agreement must not exceed the dollar amount shown in Exhibit 2 without a written amendment in accordance with Article 10.c.

d) Non-Appropriation

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

e) Taxes

Federal Excise Tax does not apply to materials purchased by the County by virtue of Exemption Certificate No. 36-75-0038K. Illinois Retailers' Occupation Tax, Use Tax and Municipal Retailers'

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

f) Price Reduction

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

g) Contractor Credits

To the extent the Contractor gives credits toward future purchases of goods or services, financial incentives, discounts, value points or other benefits based on the purchase of the materials or services provided for under this Contract, such credits belong to the County and not any specific using department. Contractor shall reflect any such credits on its invoices and in the amounts it invoices the County.

ARTICLE 6) DISPUTES

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

ARTICLE 7) COMPLIANCE WITH ALL LAWS

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

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

ARTICLE 8) SPECIAL CONDITIONS

a) Warranties and Representations

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

- i) warrants that Consultant is appropriately licensed under Illinois law to perform the Services required under this Agreement and will perform no Services for which a professional license is required by law and for which Consultant is not appropriately licensed;
- ii) warrants it is financially solvent; it and each of its employees, agents and Subcontractors of any tier are competent to perform the Services required under this Agreement; and Consultant is legally authorized to execute and perform or cause to be performed this Agreement under the terms and conditions stated in this Agreement;
- iii) warrants that it will not knowingly use the services of any ineligible consultant or Subcontractor for any purpose in the performance of its Services under this Agreement;
- iv) warrants that Consultant and its Subcontractors are not in default at the time this Agreement is signed, and have not been considered by the Chief Procurement Officer to have, within 5 years immediately preceding the date of this Agreement, been found to be in default on any contract awarded by the County ;
- v) represents that it has carefully examined and analyzed the provisions and requirements of this Agreement; it understands the nature of the Services required; from its own analysis it has satisfied itself as to the nature of all things needed for the performance of this Agreement; this Agreement is feasible of performance in accordance with all of its provisions and requirements, and Consultant warrants it can and will perform, or cause to be performed, the Services in strict accordance with the provisions and requirements of this Agreement;

vi) represents that Consultant and, to the best of its knowledge, its Subcontractors are not in violation of the provisions of the Illinois Criminal Code, 720 ILCS 5/33E as amended, and the Illinois Municipal Code, 65 ILCS 5/11-42.1-1; and

vii) acknowledges that any certification, affidavit or acknowledgment made under oath in connection with this Agreement is made under penalty of perjury and, if false, is also cause for termination under Article 9.a. and 9.c.

b) Ethics

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

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

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

c) Joint and Several Liability

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

d) Business Documents

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

e) Conflicts of Interest

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

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

iii) Upon the request of the County, Consultant must disclose to the County its past client list and the names of any clients with whom it has an ongoing relationship. Consultant is not permitted to perform any Services for the County on applications or other documents submitted to the County by any of Consultant's past or present clients. If Consultant becomes aware of a conflict, it must immediately stop work on the assignment causing the conflict and notify the County.

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

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

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

f) Non-Liability of Public Officials

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

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

a) Events of Default Defined

The following constitute events of default:

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

b) Remedies

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

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

- i) The right to take over and complete the Services, or any part of them, at Consultant's expense and as agent for Consultant, either directly or through others, and bill Consultant for the cost of the Services, and Consultant must pay the difference between the total amount of this bill and the amount the County would have paid Consultant under the terms and conditions of this Agreement for the Services that were assumed by the County as agent for the Consultant under this Article 9.b;
- ii) The right to terminate this Agreement as to any or all of the Services yet to be performed effective at a time specified by the County;
- iii) The right of specific performance, an injunction or any other appropriate equitable remedy;
- iv) The right to money damages;
- v) The right to withhold all or any part of Consultant's compensation under this Agreement;
- vi) The right to consider Consultant non-responsible in future contracts to be awarded by the County.

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

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

c) Early Termination

In addition to termination under Article 9.a. and 9.b. of this Agreement, the County may terminate this Agreement, or all or any portion of the Services to be performed under it, at any time by a notice in writing from the County to Consultant. The County will give notice to Consultant in accordance with the provisions of Article 11. The effective date of termination will be the date the notice is received by Consultant or the date stated in the notice, whichever is later. If the County elects to terminate this Agreement in full, all Services to be provided under it must cease and all materials that may have been accumulated in performing this Agreement, whether completed or in the process, must be delivered to the County effective 10 days after the date the notice is considered received as provided under Article 11 of this Agreement (if no date is given) or upon the effective date stated in the notice.

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

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

Subcontractor's claims against Consultant or the County to the extent inconsistent with this provision.

If the County's election to terminate this Agreement for default under Article 9.a. and 9.b. is determined in a court of competent jurisdiction to have been wrongful, then in that case the termination is to be considered to be an early termination under this Article 9.c.

d) Suspension

The County may at any time request that Consultant suspend its Services, or any part of them, by giving 15 days prior written notice to Consultant or upon informal oral, or even no notice, in the event of emergency. No costs incurred after the effective date of such suspension are allowed. Consultant must promptly resume its performance of the Services under the same terms and conditions as stated in this Agreement upon written notice by the Chief Procurement Officer and such equitable extension of time as may be mutually agreed upon by the Chief Procurement Officer and Consultant when necessary for continuation or completion of Services. Any additional costs or expenses actually incurred by Consultant as a result of recommencing the Services must be treated in accordance with the compensation provisions under Article 5 of this Agreement.

No suspension of this Agreement is permitted in the aggregate to exceed a period of 45 days within any one year of this Agreement. If the total number of days of suspension exceeds 45 days, Consultant by written notice may treat the suspension as an early termination of this Agreement under Article 9.c.

e) Right to Offset

i) In connection with performance under this Agreement:

The County may offset any excess costs incurred:

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

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

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

The County may offset these excess costs by use of any payment due for Services completed before the County terminated this Agreement or before the County exercised any remedies. If the amount offset is insufficient to cover those excess costs, Consultant is liable for and must

promptly remit to the County the balance upon written demand for it. This right to offset is in addition to and not a limitation of any other remedies available to the County.

f.) Delays

After a delay of more than forty-five (45) days or more caused by the County, in which the Contractor is unable to perform any Services as set forth in the Statement of Work, and the Contractor brings any claims or actions or lawsuits against the County stemming from such damages, the Contractor agrees that its damages, expense or losses incurred by Contractor shall not exceed \$100,000.00

g.) Prepaid Fees

In the event this Contract is terminated by either party, for cause or otherwise, and the County has prepaid for any Deliverables, Contractor shall refund to the County, on a prorated basis to the effective date of termination, all amounts prepaid for Deliverables not actually provided as of the effective date of the termination. The refund shall be made within fourteen (14) days of the effective date of termination.

ARTICLE 10) GENERAL CONDITIONS

a) Entire Agreement

i) General

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

ii) No Collateral Agreements

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

affecting or having any connection with this Agreement, its negotiation, any discussions of its performance or those employed or connected or concerned with it.

iii) No Omissions

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

b) Counterparts

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

c) Modifications and Amendments

In the case of Contracts approved by the Chief Procurement Officer, the Chief Procurement Officer may amend a contract provided that any such amendment(s) does not extend the Contract by more than one (1) year, and further provided that the total cost of all such amendments does not increase the total amount of the Contract beyond \$150,000. In the case of contracts approved by the Board, the CPO shall have the authority to execute Contract amendments on Contracts approved by the Board; provided, however, that the total of such amendments does not extend the Contract by more than one (1) year and does not increase the original Contract by more than \$150,000.00 during the term of the Contract. 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 Chief Procurement Officer is void and unenforceable.

d) Governing Law and Jurisdiction

This Contract shall be governed by and construed under the laws of the State of Illinois. The Contractor irrevocably agrees that, subject to the County's sole and absolute election to the contrary, any action or proceeding in any way, manner or respect arising out of the Contract, or arising from any dispute or controversy arising in connection with or related to the Contract, shall

be litigated only in courts within the Circuit Court of Cook County, State of Illinois, and the Contractor consents and submits to the jurisdiction thereof. In accordance with these provisions, Contractor waives any right it may have to transfer or change the venue of any litigation brought against it by the County pursuant to this Contract.

e) Severability

If any provision of this Agreement is held or considered to be or is in fact invalid, illegal, inoperative or unenforceable as applied in any particular case in any jurisdiction or in all cases because it conflicts with any other provision or provisions of this Agreement or of any constitution, statute, ordinance, rule of law or public policy, or for any other reason, those circumstances do not have the effect of rendering the provision in question invalid, illegal, inoperative or unenforceable in any other case or circumstances, or of rendering any other provision or provisions in this Agreement invalid, illegal, inoperative or unenforceable to any extent whatsoever. The invalidity, illegality, inoperativeness or unenforceability of any one or more phrases, sentences, clauses or sections in this Agreement does not affect the remaining portions of this Agreement or any part of it.

f) Assigns

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

g) Cooperation

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

h) Waiver

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

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

number of times the County may have waived the performance, requirement or condition. Such waivers must be provided to Consultant in writing.

i) Independent Contractor

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

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

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

j) Governmental Joint Purchasing Agreement

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

ARTICLE 11) NOTICES

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

If to the County: Cook County Bureau of Technology
69 W. Washington Street, Suite 2700
Chicago, Illinois 60602
Attention: Department Director

And

Cook County Chief Procurement Officer
118 North Clark Street, Room 1018
Chicago, Illinois 60602
(Include County Contract Number on all notices)

If to Consultant: Adapt Telephony Services, LLC
600 Enterprise Drive, Suite 204
Oak Brook, IL 60523
Attention: Mr. Brian Holdampf

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

ARTICLE 12) AUTHORITY

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

**ECONOMIC DISCLOSURE STATEMENT
AND EXECUTION DOCUMENT
INDEX**

Section	Description	Pages
Instructions	Instructions for Completion of EDS	EDS i - ii
1	MBE/WBE Utilization Plan	EDS 1
2	Letter of Intent	EDS 2
3	Petition for Reduction/Waiver of MBE/WBE Participation Goals	EDS 3
4	Certifications	EDS 4, 5
5	Economic and Other Disclosures, Affidavit of Child Support Obligations and Disclosure of Ownership Interest	EDS 6 – 12
6	Sole Proprietor Signature Page	EDS 13a/b/c
7	Partnership Signature Page	EDS 14/a/b/c
8	Limited Liability Corporation Signature Page	EDS 15a/b/c
9	Corporation Signature Page	EDS 16a/b/c
10	Cook County Signature Page	EDS 17

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

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

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

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

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

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

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

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

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

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

"Lobbyist" means any person or entity who lobbies.

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

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

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

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

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

Sections 6, 7, 8, 9: Execution Forms. The Bidder executes this EDS, and the Contract, by completing and signing three copies of the appropriate Signature Page. Section 6 is the form for a sole proprietor; Section 7 is the form for a partnership or joint venture; Section 8 is the form for a Limited Liability Corporation, and Section 9 is the form for a corporation. Proper execution requires **THREE ORIGINALS**; therefore, the appropriate Signature Page must be filled in, three copies made, and all three copies must be properly signed, notarized and submitted. The forms may be printed and completed by typing or hand writing the information required.

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

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

MBE/WBE UTILIZATION PLAN (SECTION 1)

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

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

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

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

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

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

MBE/WBE FIRM: Clarity Partners, LLC

Address: 22. W. Washington, Suite 1490, Chicago, IL 60602

E-Mail: d.namkung@claritypartners.com

Contact Person: David C Namkung, Managing Partner Phone: 312-920-0050

Dollar Amount Participation: \$ 578,870

Percent Amount of Participation: 21%

*Letter of Intent Attached? Yes ✓ No _____

*Letter of Certification attached? Yes ✓ No _____

MBE/WBE FIRM: Kairos Consulting Worldwide, LLC

Address: 1 South Dearborn, Suite 2100, Chicago, IL 60603

E-Mail: lynn.sutton@kairosworldwide.com

Contact Person: Lynn Sutton, Managing Principal Phone: 312-212-4323

Dollar Amount Participation: \$ 391,415

Percent Amount of Participation: 14%

*Letter of Intent Attached? Yes ✓ No _____

*Letter of Certification attached? Yes ✓ No _____

Attach additional sheets as needed.

***ADDITIONALLY, ALL Letter of Intent, Letters of Certification and documentation of Good Faith Efforts omitted from this bid/proposal must be submitted to the Office of Contract Compliance so as to assure receipt by the Contract Compliance Administration not later than three (3) business days after the Bid Opening date.**

COOK COUNTY GOVERNMENT LETTER OF INTENT (SECTION 2)

M/WBE Firm: Clarity Partners, LLC

Certifying Agency: Cook County Office of Contract Compliance

Address: 22. W. Washington, Suite 1490

Certification Expiration Date: Extended to April 30, 2013

City/State: Chicago, IL Zip: 60602

FEIN #: 80-0123899

Phone: 312-920-0550 Fax: 312-920-0554

Contact Person: David C. Namkung, Managing Partner

Email: d.namkung@claritypartners.com

Contact #: 312-920-0550

Participation: Direct Indirect

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

No Yes – Please attached explanation. Proposed Subcontractor: _____

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

Clarity Partners, LLC is providing professional services in the areas of business analysis, change management, knowledge transfer, documentation, training and testing for Cook County Government's Interactive Voice Response System Consolidate and Replacement Project – RFP No. 13-18-078.

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

Twenty-one percent (21%) of the total proposed professional services are allocated to Clarity Partners, LLC. The Terms of Payment follows the payment terms agreed between Adapt Telephony Services, LLC's and the Cook County Government, and Clarity Partners, LLC agrees to be paid within 15 days after Adapt Telephony Services, LLC has received payment from the Cook County Government for the fees incurred.

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

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

[Signature]
(Signature (M/WBE))

[Signature]
Signature (Prime Bidder/Proposer)

David Namkung
Print Name

BRIAN HOLDAMPE
Print Name

Clarity Partners, LLC
Firm Name

ADAPT TELEPHONY SERVICES, LLC
Firm Name

4/17/2013
Date

4/19/13
Date

Subscribed and sworn before me
this 17 day of April, 20 13.

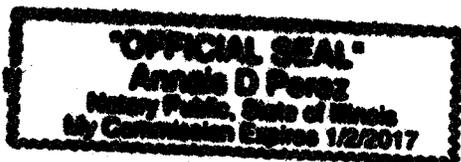
Subscribed and sworn before me
this 19th day of April, 20 13.

Notary Public Annalis D Perez

Notary Public [Signature]

SEAL

SEAL





**THE BOARD OF COMMISSIONERS
TONI PRECKWINKLE, PRESIDENT**



**COUNTY OF COOK
BUREAU OF FINANCE
OFFICE OF CONTRACT COMPLIANCE**

Erison Collins	1 st Dist.	Bobby Gaker	10 th Dist.
Robert Stacie	2 nd Dist.	John P. Daley	11 th Dist.
Jerry Butler	3 rd Dist.	John A. Fitzguy	12 th Dist.
William M. Beavers	4 th Dist.	Lawrence Sullivan	13 th Dist.
Deborah Sims	5 th Dist.	Gregg Goslin	14 th Dist.
Josh P. Murphy	6 th Dist.	Timothy O. Schneider	15 th Dist.
Jesus G. Garcia	7 th Dist.	Jeffrey H. Tobolski	16 th Dist.
Edwin Reyes	8 th Dist.	Elizabeth Ann Doody Gorman	17 th Dist.
Peter N. Szvechi	9 th Dist.		

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

February 4, 2013

Mr. David C. Namkung, President
Clarity Partners, LLC
22 West Washington Street, Ste #1490
Chicago, IL 60602

Re: Cook County MBE/WBE/VBE Certification Extension

Dear Mr. Namkung:

Please be advised that your status as a certified Minority Business Enterprise (MBE), Women's Business Enterprise (WBE) and/or Veteran Business Enterprise (VBE) has been extended until April 30, 2013.

This extension is provided to ensure a thorough review of your company's documentation and to allow your company the time to submit additional information and documents if requested.

This Certification Extension does not guarantee continued eligibility in Cook County's MBE/WBE/VBE Program.

In responding to procurement opportunities, as evidence of your current MBE/WBE/VBE certification with Cook County, you may include this Extension Letter and most recent Certification Letter with your submission.

If you have any questions, please feel free to contact Paulette Brooks at (312) 603-5502.

Sincerely,

Paulette Brooks
Interim Contract Compliance Director

PB/pgb

THE BOARD OF COMMISSIONERS

TONI PRECKWINKLE

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6th Dist.	GREGG GOSLIN	14th Dist.
7th Dist.	TIMOTHY D. SCHNEIDER	15th Dist.
8th Dist.	JEFFREY R. TOBOLSKI	16th Dist.
	ELIZABETH ANN DOODY GORMAN	17th Dist.



COOK COUNTY
OFFICE OF CONTRACT COMPLIANCE

LAVERNE HALL
DIRECTOR

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

September 13, 2011

Mr. David Namkung
President
Clarity Partners, LLC
22 West Washington Street, Suite 1490
Chicago, IL 60602

Annual Certification Expires: September 13, 2012

Dear Mr. Namkung:

We are pleased to inform you that **Clarity Partners, LLC** has been re-certified as an **MBE (8)** by Cook County Government. This **MBE (8)** certification is valid until **September 13, 2014**; however your firm must be revalidated annually. Your firm's next annual validation is required by **September 13, 2012**.

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

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

Your firm will be listed on the Internet in the next edition of the Cook County Directory of Minority and Women Business Enterprises. Your area of specialty will be listed as:

TECHNOLOGY: INFORMATION TECHNOLOGY CONSULTANTS

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

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

Sincerely,

LaVerne Hall
Director

LH/ehw



COOK COUNTY GOVERNMENT LETTER OF INTENT (SECTION 2)

M/WBE Firm: Kairos Consulting Worldwide

Certifying Agency: City of Chicago

Address: 1 South Dearborn, Suite 2100

Certification Expiration Date: May 1, 2013

City/State: Chicago, IL Zip: 60603

FEIN #: 73-1717532

Phone: 312-212-4323 Fax: 312-212-4401

Contact Person: Lynn Sutton, Managing Principal

Email: lynn.sutton@kairosworldwide.com

Contact #: 312-212-4323

Participation: Direct Indirect

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

No Yes – Please attached explanation. Proposed Subcontractor: _____

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

Kairos Consulting Worldwide is providing professional services in the areas of business analysis, change management, knowledge transfer, documentation and training for Cook County Government's Interactive Voice Response System Consolidate and Replacement Project – RFP No. 13-18-078.

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

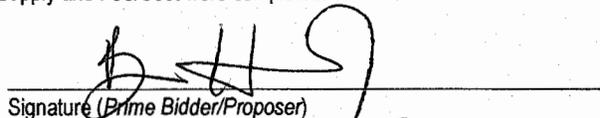
Fourteen percent (14%) of the total proposed professional services are allocated to Kairos Consulting Worldwide. The Terms of Payment follows the payment terms agreed between Adapt Telephony Services, LLC's and the Cook County Government, and Kairos Consulting Worldwide agrees to be paid within 15 days after Adapt Telephony Services, LLC has received payment from the Cook County Government for the fees incurred.

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

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



(Signature (M/WBE))



Signature (Prime Bidder/Proposer)

LYNN SUTTON

Print Name

Brian Holzampf

Print Name

KAIROS CONSULTING WORLDWIDE

Firm Name

ADAPT Telephony Services, LLC

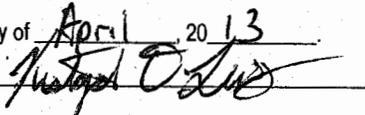
Firm Name

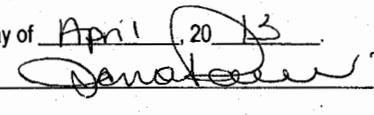
APRIL 17, 2013

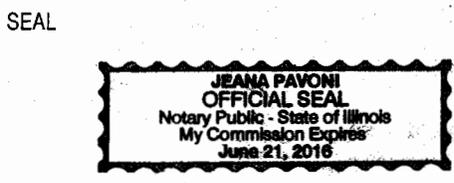
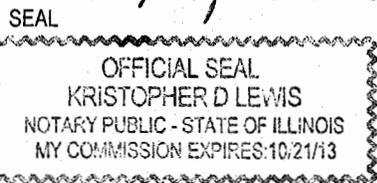
Date

4/19/13

Date

Subscribed and sworn before me
this 17 day of April, 2013
Notary Public: 

Subscribed and sworn before me
this 19th day of April, 2013
Notary Public: 





U.S. SMALL BUSINESS ADMINISTRATION
WASHINGTON, D.C. 20416

November 7, 2007

Lynn Sutton, Managing Member
Kairos Management, LLC
3514 West Jackson
Chicago, Illinois 60624

Dear Ms. Sutton:

Congratulations! Your firm has been certified as a Participant in the U.S. Small Business Administration's (SBA) 8(a) Business Development Program. Your nine (9) year program term begins on the date of this letter.

Additionally, your firm has been certified as a Small Disadvantaged Business (SDB) in the Federal Government's SDB program. Your term of participation in the SDB program is concurrent with your 8(a) Business Development certification.

During participation in the 8(a) Business Development Program, you will receive business development assistance from an assigned Business Development Specialist in the Illinois District Office located at 500 West Madison Street, Suite 1250, Chicago, Illinois 60661-2511. The phone number is 312/353-4528. The District office will also be able to provide you with information on the SDB program and its benefits.

Your firm will become eligible to receive 8(a) Business Development contracts after you submit a business plan using SBA Form 1010C and receive SBA's approval of the plan. We are sending a copy of this certification letter to the SBA Illinois District Office. That office will send you the business plan form.

SBA requires that the 8(a) participant's President or Chief Executive Officer sign a Participation Agreement to show that he or she understands the conditions of 8(a) program participation. Please read the Agreement carefully, sign and date one copy and return it to the SBA Illinois District Office at the address shown in the third paragraph above. The second copy is for your records.

Even though your firm's approved North American Industry Classification System (NAICS) Code is 541611, your firm may be awarded contracts under other NAICS Codes, as long as the firm is qualified to perform the required service or task. In this regard, please note that contracts awarded under 8(a) Business Development Program authority generally result from

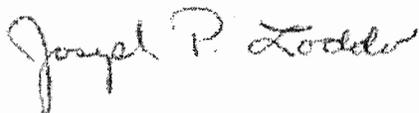
the self-marketing efforts of participating firms. While your firm's acceptance into the 8(a) Business Development Program is not a guarantee of contract support, SBA will make every effort to assist you in your marketing efforts.

During your participation in the 8(a) Business Development Program, I encourage you to take advantage of the Mentor-Protégé Program, the Federal Surplus Property Program and the extensive management and technical training available to you. Your local SBA District Office can provide additional information on these programs.

If you have not already done so, we strongly suggest that you acquire access to e-mail to enhance your communication abilities with public and private sector buyers. Also, you should consider setting up a merchant account with a credit card company, which will give you the ability to accept credit card orders for your goods and services from over 1,000 Federal buying offices. Finally, registration in the Department of Defense's Central Contractor Registration (CCR) database is a requirement to receive federal contracts. Therefore, if you have not already done so, you must register your firm, including completion of the SBA supplemental pages, in the CCR registry found online at <http://www.ccr.gov/>.

I welcome you as an 8(a) Business Development Program participant and wish you every possible success.

Sincerely,



Joseph P. Loddo
Acting Associate Administrator
Office of Business Development



hereby grants

National Women's Business Enterprise Certification

to
Kairos Consulting Worldwide, LLC

who has successfully met WBENC's standards as a Women's Business Enterprise (WBE).
This certification affirms the business is woman-owned, operated and controlled; and is valid through the date herein.

WBENC National WBE Certification was processed and validated by Women's Business Development Center - Chicago, a WBENC Regional Partner Organization.

Hedy M. Ratner
Authorized by Hedy M. Ratner, Co-President, S. Carol Dougal, Co-President
Women's Business Development Center - Chicago



Expiration Date: 07/31/2013
WBENC National Certificate Number: 241927

NAICS Codes: 541611, 541614, 541612, 541618, 541690, 611430

UNSPSC Codes: 60105421, 60105411, 60103603, 80101600





CHICAGO MINORITY SUPPLIER DEVELOPMENT COUNCIL

THIS CERTIFIES THAT

KAIROS CONSULTING WORLDWIDE, LLC

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

****NAICS Codes: 541611, 541612, 541614, 541618, 541330, 541519, 541690, 611430**

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

Product/Service Description: MANAGEMENT CONSULTING SERVICES, SPECIALIZING IN PROCESS MANAGEMENT, PROJECT MANAGEMENT AND ORGANIZATIONAL DEVELOPMENT

5/31/2012

Issued Date

5/31/2013

Expiration Date

CH1714

Certificate Number

President, Chicago MSDC

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



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



DEPARTMENT OF PROCUREMENT SERVICES
CITY OF CHICAGO

APR 30 2012

Lynn Sutton
Kairos Consulting Worldwide, LLC
1 South Dearborn Street, Suite 2100
Chicago, IL 60603

Annual Certificate Expires: April 1, 2013

Dear Lynn Sutton:

Congratulations on your continued eligibility for certification as a **Minority Business Enterprise (MBE) and Women Business Enterprise (WBE)** by the City of Chicago. This certification is valid until **April 1, 2014**.

As you know, your firm must also be re-validated annually. As such, your firm's next No Change Affidavit is due by **April 1, 2013**. Please remember, you have an affirmative duty to file your No-Change Affidavit **60 days prior to the date of expiration**.

It is important to note that you also have an ongoing affirmative duty to notify the City of Chicago of any changes in ownership or control of your firm, or any other fact affecting your firm's eligibility for certification within 10 days of such change. These changes may include but are not limited to a change of address, change of business structure, change in ownership or ownership structure, change of business operations, and/or gross receipts that exceed the program threshold.

Please note – you shall be deemed to have had your certification lapse and will be ineligible to participate as a MBE/WBE/BEPD if you fail to:

- o file your No Change Affidavit within the required time period;
- o provide financial or other records requested pursuant to an audit within the required time period; or
- o notify the City of any changes affecting your firm's certification within 10 days of such change.

Vendor Profile: Certifications

Business Name: **Kairos Consulting Worldwide, LLC**

[Main](#) |
 [General Info](#) |
 [Public Profile](#) |
 [Users](#) |
 [Commodity Codes](#) |
 [Contacts](#) |
 [Employees](#) |
 [Certifications](#) |
 [Workforce Composition/EEO](#) |
 [Questionnaires](#)

[Apply for Certification](#)

Current Certifications

Type	Action	Effective	Renewal	Expiration	Organization	Reviewer	Actions
MBE	No Change Affidavit	4/25/2012	5/1/2013	4/1/2014	City of Chicago	Felicia Hinton	View
WBE	No Change Affidavit	4/25/2012	5/1/2013	4/1/2014	City of Chicago	Felicia Hinton	View
DBE	No Change Affidavit	10/11/2011	6/1/2012	5/1/2014	City of Chicago	Edna Pagan	View

Applications

Status	Application Number	App Type	Organization	Dates	Contact	Actions
Received & In Process	4680302	DBE/ACDBE No Change Affidavit	City of Chicago	Started: 4/12/2012 Submitted: 4/24/2012 Received: 5/3/2012	Lynn Sutton	View
Processing Complete, Decision Made	2014727	MBE/WBE/BEPD No Change Affidavit	City of Chicago	Started: 1/31/2012 Submitted: 4/12/2012 Received: 4/23/2012	Lynn Sutton	View
Processing Complete, Decision Made	6279183	DBE/ACDBE No Change Affidavit	City of Chicago	Started: 5/10/2011 Submitted: 6/10/2011 Received: 9/2/2011	Lynn Sutton	View
Processing Complete, Decision Made	3343105	MBE/WBE/BEPD No Change Affidavit	City of Chicago	Started: 5/10/2011 Submitted: 5/10/2011 Received: 5/19/2011	Lynn Sutton	View
Submitted, Pending Receipt	6276087	MBE/WBE/BEPD No Change Affidavit	City of Chicago	Started: 3/18/2013 Submitted: 3/18/2013	Lynn Sutton	View
Incomplete	3863671	DBE/ACDBE No Change Affidavit	City of Chicago	Started: 3/18/2013	Lynn Sutton	Process

Pending/In Process Certifications

Type	Action	Application Date	Organization	Reviewer	Actions
DBE	No Change Affidavit	4/24/2012	City of Chicago	Hamdan Ahmed	

Customer Support

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

A. BIDDER/PROPOSER HEREBY REQUESTS:

FULL MBE WAIVER FULL WBE WAIVER

REDUCTION (PARTIAL MBE and/or WBE PARTICIPATION)

_____ % of Reduction for MBE Participation

_____ % of Reduction for WBE Participation

B. REASON FOR FULL/REDUCTION WAIVER REQUEST

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

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

C. GOOD FAITH EFFORTS TO OBTAIN MBE/WBE PARTICIPATION

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

D. OTHER RELEVANT INFORMATION

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

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
<u>N/A</u>	

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

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

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

Yes: _____ 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:

NONE

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

COOK COUNTY DISCLOSURE OF OWNERSHIP INTEREST STATEMENT

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

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

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

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

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

This Disclosure of Ownership Interest Statement must be submitted by :

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

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

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

This Statement is an: Original Statement or Amended Statement

Identifying Information:

Name ADAPT Telephony Services LLC D/B/A: _____ EIN NO.: 36-4197054

Street Address: 600 ENTERPRISE DRIVE, SUITE 204

City: CHICAGO State: IL Zip Code: 60523

Phone No.: _____

Form of Legal Entity:

Sole Proprietor Partnership Corporation Trustee of Land Trust

Business Trust Estate Association Joint Venture

Other (describe) LIMITED LIABILITY CORPORATION

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
Brian Hordampf	2136 W. Cuyler, Chicago IL 60618	33.3%
Brett Zbikowski	205 E. 6th St. Hinsdale, IL 60521	33.3%
John Goodman	1511 Seward St. Evanston, IL 60202	33.3%

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.

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

[Signature]
 Signature

BRIANH@TEAMADAPT.COM
 E-mail address

PRESIDENT
 Title

4/19/13
 Date

630-468-7522
 Phone Number

Subscribed to and sworn before me this 19th day of April, 2013.

My commission expires: 6/21/16

x [Signature]
 Notary Public Signature





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: BRIAN HOLDAMPT Title: PRESIDENT

Business Entity Name: ADAPT Telephony Services, LLC Phone: 630-468-7500

Business Entity Address: 600 ENTERPRISE DRIVE, OAK BROOK, IL 60523

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

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

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

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

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

[Signature] _____ Date 9/11/13

Subscribe and sworn before me this 11th Day of September, 2013

a Notary Public in and for DuPage County

[Signature]
(Signature)

NOTARY PUBLIC SEAL OFFICIAL SEAL BRIAN L MORRIS NOTARY PUBLIC - STATE OF ILLINOIS MY COMMISSION EXPIRES: 11/24/13 My Commission expires 11/24/13

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

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

SIGNATURE BY A SOLE PROPRIETOR
(SECTION 6)

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

BUSINESS ADDRESS: _____

BUSINESS TELEPHONE: _____ FAX NUMBER: _____

FEIN/SSN: _____

COOK COUNTY BUSINESS REGISTRATION NUMBER: _____

SOLE PROPRIETOR'S SIGNATURE: _____

PRINT NAME: _____

DATE: _____

Subscribed to and sworn before me this

_____ day of _____, 20_____.

My commission expires:

X _____
Notary Public Signature

Notary Seal

SIGNATURE BY A SOLE PROPRIETOR
(SECTION 6)

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

BUSINESS ADDRESS: _____

BUSINESS TELEPHONE: _____ FAX NUMBER: _____

FEIN/SSN: _____

COOK COUNTY BUSINESS REGISTRATION NUMBER: _____

SOLE PROPRIETOR'S SIGNATURE: _____

PRINT NAME: _____

DATE: _____

Subscribed to and sworn before me this

_____ day of _____, 20____.

My commission expires:

X _____
Notary Public Signature

Notary Seal

SIGNATURE BY A SOLE PROPRIETOR
(SECTION 6)

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

BUSINESS ADDRESS: _____

BUSINESS TELEPHONE: _____ FAX NUMBER: _____

FEIN/SSN: _____

COOK COUNTY BUSINESS REGISTRATION NUMBER: _____

SOLE PROPRIETOR'S SIGNATURE: _____

PRINT NAME: _____

DATE: _____

Subscribed to and sworn before me this

_____ day of _____, 20____.

My commission expires:

X _____
Notary Public Signature

Notary Seal

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

(SECTION 7)

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

BUSINESS ADDRESS: _____

BUSINESS TELEPHONE: _____ FAX NUMBER: _____

CONTACT PERSON: _____ FEIN/SSN: _____

*COOK COUNTY BUSINESS REGISTRATION NUMBER: _____

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

*BY: _____

Date: _____

Subscribed to and sworn before me this

_____ day of _____, 20__.

My commission expires:

X _____
Notary Public Signature

Notary Seal

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

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

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

BUSINESS ADDRESS: _____

BUSINESS TELEPHONE: _____ FAX NUMBER: _____

CONTACT PERSON: _____ FEIN/SSN: _____

*COOK COUNTY BUSINESS REGISTRATION NUMBER: _____

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

*BY: _____

Date: _____

Subscribed to and sworn before me this

_____ day of _____, 20__.

My commission expires:

X _____
Notary Public Signature

Notary Seal

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

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

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BUSINESS NAME: _____

BUSINESS ADDRESS: _____

BUSINESS TELEPHONE: _____ FAX NUMBER: _____

CONTACT PERSON: _____ FEIN/SSN: _____

*COOK COUNTY BUSINESS REGISTRATION NUMBER: _____

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

*BY: _____

Date: _____

Subscribed to and sworn before me this

_____ day of _____, 20____

My commission expires:

X _____

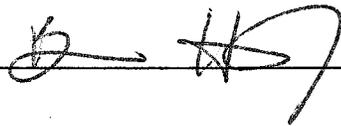
Notary Public Signature

Notary Seal

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

SIGNATURE BY A LIMITED LIABILITY CORPORATION
(SECTION 8)

The Undersigned hereby certifies and warrants: that all of the statements, certifications, and representations set forth in this EDS are true, complete and correct; that the Undersigned is in full compliance and will continue to be in compliance throughout the term of the Contract or County Privilege issued to the Undersigned with all the policies and requirements set forth in this EDS; and that all of the facts and information provided by the Undersigned in this EDS are true, complete and correct. The Undersigned agrees to inform the Procurement Director 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: Adapt Telephony Services, LLC
BUSINESS ADDRESS: 600 Enterprise Dr, Suite #204, Oak Brook IL 60523
BUSINESS TELEPHONE: 630-468-7522 FAX NUMBER: 630-468-7523
CONTACT PERSON: Brian Holdampf
FEIN: 36-4197054 * CORPORATE FILE NUMBER: _____
MANAGING MEMBER: Brian Holdampf MANAGING MEMBER: _____
**SIGNATURE OF MANAGER: 

ATTEST: _____

Subscribed and sworn to before me this
22nd day of November, 2013

X 
Notary Public Signature

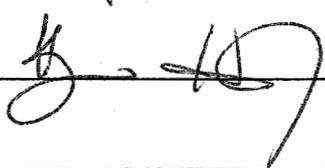


Notary Seal

- * If the LLC is not registered in the State of Illinois, a copy of a current Certificate of Good Standing from the state of incorporation must be submitted with this Signature Page.
- ** Attach either a certified copy of the by-laws, articles, resolution or other authorization demonstrating such persons to sign the Signature Page on behalf of the LLC.

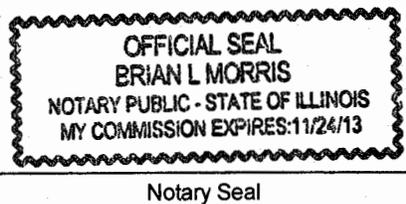
SIGNATURE BY A LIMITED LIABILITY CORPORATION
(SECTION 8)

The Undersigned hereby certifies and warrants: that all of the statements, certifications, and representations set forth in this EDS are true, complete and correct; that the Undersigned is in full compliance and will continue to be in compliance throughout the term of the Contract or County Privilege issued to the Undersigned with all the policies and requirements set forth in this EDS; and that all of the facts and information provided by the Undersigned in this EDS are true, complete and correct. The Undersigned agrees to inform the Procurement Director 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: Adapt Telephony Services, LLC
BUSINESS ADDRESS: 600 Enterprise Dr, suite #204, Oak Brook IL 60523
BUSINESS TELEPHONE: 630-468-7522 FAX NUMBER: 630-468-7523
CONTACT PERSON: Brian Holdampf
FEIN: 36-4197054 * CORPORATE FILE NUMBER: _____
MANAGING MEMBER: Brian Holdampf MANAGING MEMBER: _____
**SIGNATURE OF MANAGER: 
ATTEST: _____

Subscribed and sworn to before me this
22 day of November, 2013

X 
Notary Public Signature



- * If the LLC is not registered in the State of Illinois, a copy of a current Certificate of Good Standing from the state of incorporation must be submitted with this Signature Page.
- ** Attach either a certified copy of the by-laws, articles, resolution or other authorization demonstrating such persons to sign the Signature Page on behalf of the LLC.

SIGNATURE BY A LIMITED LIABILITY CORPORATION
(SECTION 8)

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

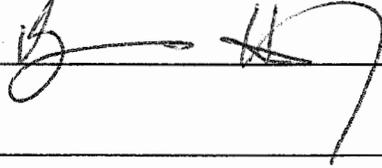
BUSINESS ADDRESS: 600 Enterprise Dr, Suite # 204, Oak Brook IL 60523

BUSINESS TELEPHONE: 630-468-7522 FAX NUMBER: 630-468-7523

CONTACT PERSON: Brian Holdampf

FEIN: 36-4197054 * CORPORATE FILE NUMBER: _____

MANAGING MEMBER: Brian Holdampf MANAGING MEMBER: _____

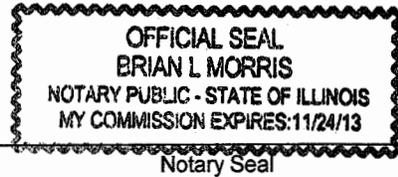
**SIGNATURE OF MANAGER: 

ATTEST: _____

Subscribed and sworn to before me this

22 day of March, 2013

X 
Notary Public Signature



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

** Attach either a certified copy of the by-laws, articles, resolution or other authorization demonstrating such persons to sign the Signature Page on behalf of the LLC.

STATEMENT OF UNANIMOUS CONSENT BY
THE MEMBERS AND MANAGERS OF
ADAPT TELEPHONY SERVICES LLC

The undersigned, constituting all of the Members and Managers of Adapt Telephony Services, LLC, an Illinois limited liability company (the "Company"), hereby adopt the following resolutions:

WHEREAS, the Company is negotiating an agreement with Cook County, Illinois, under which the Company will provide products, software and professional services related to telephone, voicemail, messaging, product integration and continuing maintenance and service (the "Project"); and

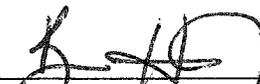
WHEREAS, the Members and Managers wish to specifically authorize one of the Managers to execute, on behalf of the Company, and agreement with Cook County, Illinois to provide such products, software and services, together with all other documents, instruments and certificates appropriate or necessary for the Project;

NOW, THEREFORE, BE IT RESOLVED, that Brian Holdampf, a Manager of and the President of the Company be, and he hereby is, fully authorized, empowered and directed to negotiate the terms of and to execute and deliver, for and on behalf of the Company, one or more agreements with Cook County, Illinois, under which the Company shall provide products, software and professional services related to telephone, voicemail, messaging, product integration and continuing maintenance and service.

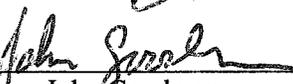
FURTHER RESOLVED, that such agreements shall include such terms and provisions as Brian Holdampf shall deem appropriate, necessary or advisable and shall approve, such approval to be conclusively evidenced by the execution and delivery of any such agreement by him.

FURTHER RESOLVED, that Brian Holdampf is fully authorized, empowered and directed to take any and all action which he may deem necessary to carry out the intent and purposes of the foregoing resolutions.

Dated: September 11, 2013



Brian Holdampf


Brett Zbikowski


John Goodman

Constituting all of the Members and Managers
of the Company

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: _____

BUSINESS ADDRESS: _____

BUSINESS TELEPHONE: _____ FAX NUMBER: _____

CONTACT PERSON: _____

FEIN: _____ *IL CORPORATE FILE NUMBER: _____

LIST THE FOLLOWING CORPORATE OFFICERS:

PRESIDENT: _____ VICE PRESIDENT: _____

SECRETARY: _____ TREASURER: _____

****SIGNATURE OF PRESIDENT:** _____

ATTEST: _____ **(CORPORATE SECRETARY)**

Subscribed and sworn to before me this

_____ day of _____, 20__.

My commission expires:

X _____
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.**

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: _____

BUSINESS ADDRESS: _____

BUSINESS TELEPHONE: _____ FAX NUMBER: _____

CONTACT PERSON: _____

FEIN: _____ *IL CORPORATE FILE NUMBER: _____

LIST THE FOLLOWING CORPORATE OFFICERS:

PRESIDENT: _____ VICE PRESIDENT: _____

SECRETARY: _____ TREASURER: _____

****SIGNATURE OF PRESIDENT:** _____

ATTEST: _____ **(CORPORATE SECRETARY)**

Subscribed and sworn to before me this

_____ day of _____, 20__.

My commission expires:

X _____
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.**

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LIST THE FOLLOWING CORPORATE OFFICERS:

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SECRETARY: _____ TREASURER: _____

****SIGNATURE OF PRESIDENT:** _____

ATTEST: _____ **(CORPORATE SECRETARY)**

Subscribed and sworn to before me this

_____ day of _____, 20____.

My commission expires:

X _____
Notary Public Signature

Notary Seal

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

COOK COUNTY SIGNATURE PAGE
(SECTION 10)

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

John E. M

COOK COUNTY CHIEF PROCUREMENT OFFICER

DATED AT CHICAGO, ILLINOIS THIS 23 DAY OF December, 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

13-18-078

OR

ITEM(S), SECTION(S), PART(S): N/A

TOTAL AMOUNT OF CONTRACT: \$ 4,193,835.79
(DOLLARS AND CENTS)

FUND CHARGEABLE: _____

APPROVED AS TO FORM:

Kevin J. McKee

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

APPROVED BY BOARD OF
COOK COUNTY COMMISSIONERS

DEC - 4 2013

COM _____

EXHIBIT 1

Scope of Services / Price Proposal

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1. Introduction and Overview

This Statement of Work (SOW) is provided for contractual purposes and serves as an updated description of the work, phases, activities, assumptions, timelines, and other work-related matters necessary for the successful execution and implementation of the Interactive Voice Response System Consolidation and Replacement project.

The SOW is extracted largely from the representations made in Adapt's April 22, 2013 proposal (No. 13-18-078) to Cook County. It incorporates updates to reflect clarifications, changes, omissions, and corrections that resulted from written and oral exchanges that took place during the evaluation and selection process between Adapt and representatives from the Cook County Procurement Office.

As an introduction and for contextual continuity, the remainder of this section restates the project's background, summarizes the proposed technical solution, and reaffirms the division of work among the discrete phases described in the proposal's implementation approach.

1.1 Background

In February 2013, Cook County ("County"), through the Office of the Chief Procurement Officer ("Procurement"), issued an RFP (#13-18-078) requesting proposals from vendors to consolidate and replace the County's existing Interactive Voice Response (IVR) systems.

The RFP described the current environment and need for new technology. This background information noted that the County currently runs five (5) separate IVR systems from multiple locations, providing answering and routing services for approximately four (4) million calls per year. These five (5) independent IVR systems utilize 408 ports and, from time-to-time, experience system overload challenges resulting from high volumes at given peak seasons such as elections and tax season. The systems are antiquated and require considerable effort on the part of user departments to keep configurations current and constituencies informed.

The current systems are disjointed, fragmented, and inefficient to use and administer. Some of the IVR systems repeat information such as countywide general information at multiple levels of the IVR scripts. Each department owns one or multiple scripts to support their business applications, and the work to update scripts oftentimes requires independent or external help or the assistance of the Telecommunication department. Some departments have designated resources to conduct daily quality checks to make sure the system is functional, the scripts are accurate, and the calls are routed in the correct manner.

All of these factors inhibit the County's ability to standardize voice and messages across the County and impedes the ability to provide improved, uniform customer and constituent care.

1.2 Business Goals and Objectives

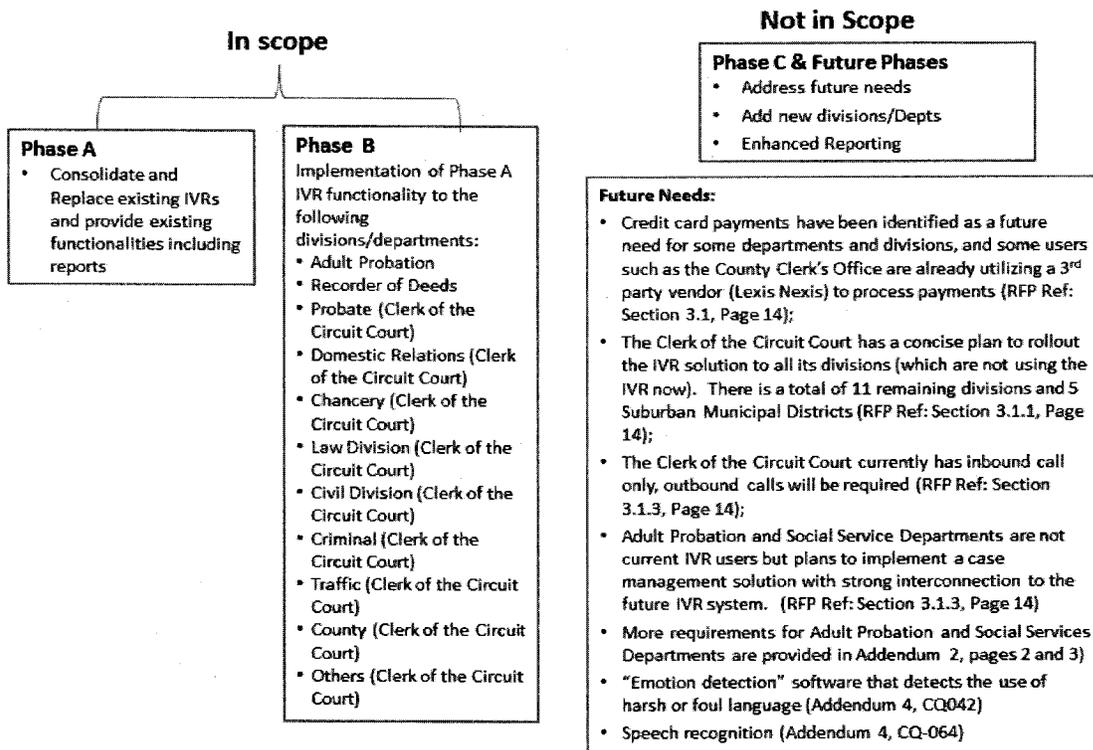
Adapt shall deliver a new IVR system sufficient to process all the varying call volumes, accommodate the peaks that occur at certain times during the year, and handle the demands of added new services. Upon completing this initiative, Adapt's Deliverables shall enable the County to meet the following business goals and objectives:

- A. Replace and consolidate all existing IVR systems with a single solution;
- B. Increase customer service visibility;
- C. Track and manage response times;
- D. Achieve 95% call response or less than 5% abandon rate;
- E. Improve reporting;
- F. Reduce the time that staff spends answering phones and thus, better allocate resources;
- G. Achieve first call resolution for most calls.

1.3 Technical Solution

Adapt shall implement the *Customer Interaction Center™* (CIC) as a premise-based solution platform for the County's IVR replacement and consolidation.

To meet the RFP's stated objectives Adapt originally proposed three (3) phases (described below). Discussions and negotiations between Cook County and Adapt lead to an award to consolidate and replace the existing IVRs, and add (onboard) additional divisions/departments. This Agreement requires Adapt to perform all work required to complete Phase A and Phase B of its proposal. Adapt's Proposed Phase 3 (its third of three proposed phases) is out-of-scope with respect to this Agreement.



Phase A (First of Two Phases In-Scope)

Adapt shall immediately consolidate and replace the current IVR systems, while maintaining existing IVR system service levels, continuing IVR services, and satisfying the functionality marked "in scope" in the "System Requirements Matrix." Adapt shall deliver all functionality marked as in-scope within the total cost of this Agreement, regardless of whether such functionality is met "out-of-the-box" or through customizations. In summary, Phase A work calls for no loss of existing capabilities or services, the addition of a new platform capable of uniform voice representation, and a new platform to build on for future improvements and new needs.

To summarize Phase A, Adapt shall perform all tasks and services required to complete the following work (Phase A is further detailed in Sections 4.1 and 4.2 of this Exhibit as well as in attachments to this Exhibit):

1. Consolidation and replacement of all existing IVR functionality for each of the following:
 - a. Countywide IVR;
 - b. County Clerk Elections IVR (Experience Portal);
 - c. Clerk of the Circuit Court IVR;
 - d. Department of Corrections IVR (Sheriff);
 - e. Stroger Hospital IVR;
2. Assessment of current IVR business functions,
3. Configuration of a best in class system that meets all IVR business needs and exceeds the antiquated functionality of the current IVR system,
4. Design of a system architecture and foundation that will support all current IVR functions and allow for future expansion.

Phase B (Second of Two Phases In-Scope)

Adapt shall extend the new IVR's functionality to additional agencies identified below. Adapt shall also deliver the more complete and robust reporting capabilities needed by departments and continue the planning for and addition of new agencies and departments as the desire for additional IVR capabilities grows.

To summarize Phase B, Adapt shall perform all tasks and services required to complete the following work (Phase B is further detailed in Sections 4.1 and 4.2 of this Exhibit as well as in attachments to this Exhibit):

1. Implementation of IVR functionality (following the same Phase A methodology and providing the same functionality) for the following divisions/department:
 - a. Social Services and Adult Probation
 - b. Recorder of Deeds
 - c. Probate (Clerk of the Circuit Court)
 - d. Domestic Relations (Clerk of the Circuit Court)
 - e. Chancery (Clerk of the Circuit Court)
 - f. Law Division (Clerk of the Circuit Court)
 - g. Civil Division (Clerk of the Circuit Court)
 - h. Criminal (Clerk of the Circuit Court)
 - i. Traffic (Clerk of the Circuit Court)
 - j. County (Clerk of the Circuit Court)
 - k. Others (Clerk of the Circuit Court)

Phase C (Originally Proposed But Rejected Third Phase; Out-of-Scope)

Adapt proposed the complete assimilation, integration, and extension of CIC capabilities under one roof, potentially migrating all PBX to the CIC core, using one platform for all call center capabilities, and deploying one, uniform platform.

Phase C is out of scope for this Agreement.

2. Scope of Work

The scope of work includes Phase A and Phase B as described in Section 2.1 (Project Scope) of this document. Phase A is fully in scope, and Phase B is in-scope to add IVR system functionality for the divisions/departments listed below. Phase C is out-of-scope.

Adapt shall, at a minimum, develop solutions, alternatives, or remedies for the following, but not limited to, County concerns:

General:

1. **Standardization:** Standardization of voices and messages across the County is desired but difficult to achieve in the current fragmented IVR environment. During the Assessment phase of the project, Adapt shall assess and determine the common voice and messages across the "in-scope" agencies/departments and consolidate these into a single repository to be managed and maintained centrally upon the County's approval;
2. **Script Management:** Currently, each department using the IVR system owns one or multiple scripts to support their business applications, and update the scripts independently or with the assistance of the Telecommunications department. Some departments have designated resources to conduct daily quality checks to make sure the system is functional, the scripts are accurate, and the calls are routed to the correct scripts. The new CIC system shall enable the end users to change simple functions such as IVR schedule, announcements, caller input, and avaya transfer points to quickly change IVR flows or resolve issues. New or changed call flows will be tested before placing into production in order to minimize routing errors. Logging shall be performed in order to provide an audit trail each time a call flow is published. During the Assessment Phase, Adapt shall assess and determine each department's training needs and develop the training plan accordingly.

For Countywide IVR:

3. **Accurate Routing:** Ethics and Campaign Disclosure. Undirected calls currently default to this department due to inefficient IVR routing. The new CIC system shall be tied into each Avaya PBX to provide wider coverage and transfer options for undirected calls. During the Assessment phase, Adapt shall determine possible transfer classifications and how to provide best identification for accurate transfer of calls.
4. **Capacity Management:** System overload and port re-allocation (during election and tax season) greatly impact this group. The system does not provide the ability to remotely access and update IVR data sources that directly impact next-day scheduling and logistics. The new CIC system shall allow license pooling to eliminate manual re-allocation of ports. Remote IVR data sources can be activated remotely through the TUI (Telephone User Interface) or Remote Desktop-style session (e.g. Microsoft, Citrix) to a machine with the authoring application installed. During the Assessment phase, Adapt shall determine the best deployment approach for the County's environment.
5. **Improved Standardization:** For example, tax payer services are provided by Assessor, Treasurer, and County Clerk IVR systems, often times providing the same data that is pulled from the mainframe such as "Pin Number". Routing configurations will be created on a "design once, use many times" basis. In the example of tax payer services, authentication and data access routines can be re-used while keeping intact the tenant-style security. During the

Assessment phase, Adapt shall determine areas to employ re-usable configurations to minimize the need for maintenance in the future.

For County Clerk IVR:

6. **Consolidation:** The information in the experience portal would have to be consolidated with the proposed IVR system. Adapt shall consolidate all existing IVR users to a single platform. During the Assessment phase, Adapt shall analyze all IVR call flows and shall provide options for further optimization and consolidation.

2.1 Project Scope

The parties assume that the current IVR users, in general, leverage three (3) functions (a to c):

- a. **Bulletins;**
- b. **Call routing;**
- c. **Automatic response generation (from querying a data source)**
- d. Fax back – used by the County Clerk Elections Division only;
- e. Outbound calls – used for appointment reminders at Stroger Hospital only.

As a main priority (Phase A), Adapt will replace and consolidate the County's IVR system functionalities and those identified as "in scope" in Attachment A (System Requirements Matrix) and attendant communications.

Adapt will build a new foundation and platform that can accommodate future growth needs (please see additional description in Section 3 – System software and Solution) and introduce additional system functionality.

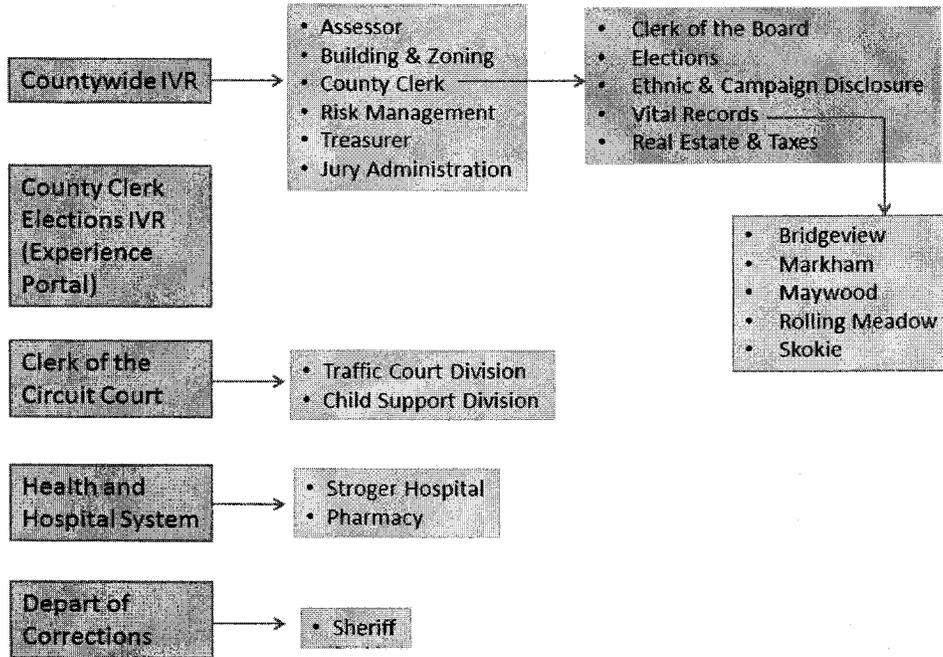
Adapt will also work concurrently (when parallel work is possible) to perform work required to meet the IVR needs of Phase B users.

Therefore Adapt will at minimum:

- a. Consolidate and replace the existing IVR functionality (currently known as Phase A and depicted in the diagram below);
- b. Extend the IVR functionality to Phase B users;
 - i. Adult Probation
 - ii. Recorder of Deeds
 - iii. Probate (Clerk of the Circuit Court)
 - iv. Domestic Relations (Clerk of the Circuit Court)
 - v. Chancery (Clerk of the Circuit Court)
 - vi. Law Division (Clerk of the Circuit Court)
 - vii. Civil Division (Clerk of the Circuit Court)
 - viii. Criminal (Clerk of the Circuit Court)
 - ix. Traffic (Clerk of the Circuit Court)
 - x. County (Clerk of the Circuit Court)
 - xi. Others (Clerk of the Circuit Court)
- c. Install, implement, and configure a new system to meet the functional requirements and business needs identified in the County's RFP and attendant communications;

- d. Implement and establish a system architecture and IVR foundation that replaces current IVR functionality and accommodates future use by new agencies/departments and expanded use by current users;
- e. Successfully transition Phase A and Phase B users to the *Customer Interaction Center™* (CIC).

Diagram of existing IVR systems (to be consolidated and replaced by Adapt)

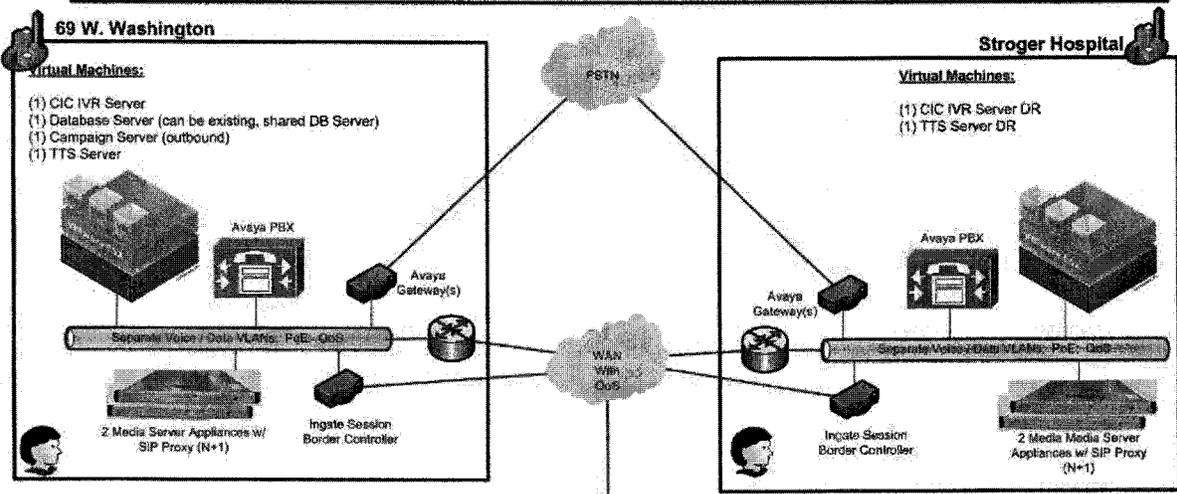


3. System and Software Solution

Adapt will implement an on-premise technical solution using the CIC platform from Interactive Intelligence as the core technology to deliver the needed functionality. Adapt will also build the necessary interfaces to integrate CIC's capabilities with the existing Avaya environment(s). Adapt will work with Cook County's Bureau of Technology (BOT) to provide a system architecture (next section) that addresses all previous assumptions about the Countywide, Experience Portal, Stroger Hospital, and Department of Corrections IVR systems. Adapt will implement a solution that addresses issues pertaining to call volume, system overload, response time, and the County's overarching desire to provide improved and more efficient services. To do so, Adapt shall build a new foundation and platform which duplicates current IVR ports and adds capacity for new IVR Users. The solution is licensed for 448 concurrent calls. This configuration does not restrict IVR users to a limited subset of these ports, thus reducing the potential for system overload. The licenses are pooled to allow for efficient utilization of services. To accommodate future growth, the current hardware will scale to 1000 concurrent IVR calls, requiring only license files to increase capacity. This is performed through virtualization of CIC Servers and 100% reservation of 4 cores. Physical Media Servers have 12 virtual cores each and scale to 350 calls per media server - this maintains the 1000 concurrent call number while maintaining N+1 redundancy. Scalability to 2000 concurrent calls is obtained by additional Media Servers, and adding 4 cores to each existing CIC virtual guest.

3.1 Architecture

Cook County
Interactive Intelligence Geo-Redundant High-Availability IVR Architecture - DTMF, Text-To-Speech



- NOTES:**
- CIC Server – Will be virtual. Maintains all policies, rules, etc. The 'brain' of the solution.
 - CIC Server Hot Standby – secondary CIC Server, will be virtual. Will mimic ALL applications you license on primary server for a flat fee.
 - Media Server – Will be physical appliances. handles real-time processing for all interactions (fares, calls, emails, chats, etc.) as well as recording, routing policies, etc. The 'muscles' of the solution.
 - Database – used for reporting. This will be a dedicated server.
 - Voice Gateway(s) – used to convert PRI's or analog circuits to VoIP. SBC used with some SIP trunk carriers (not always required).
 - Ingate SBCs used for SIP REFER Transfers for incoming Calls to Avaya PBX's.

Adapt will deliver the above CIC architecture, using virtualized servers to provide a "Primary" IVR system housed at 69 W. Washington. Adapt will set up a "Backup" IVR system at the Stroger Hospital. Adapt will deploy the "all-in-one" suite of functionality through the baseline CIC, and will create required interface(s) with Avaya as indicated above. Adapt will configure the IVR system using the system components described in **Attachment B – System Configuration**. The configuration will support:

- **Application/Hardware Configuration and Redundancy.** Adapt will utilize dedicated, fault tolerant HP servers as the platform for all County IVR applications. The architecture assumes the use of 100 percent primary hardware and 100 percent redundant back up hardware, with automatic switchover services. To provide protection in the event the County experiences a catastrophic failure of a Primary CIC server. Adapt will install the CIC core application and all of the programming on a VM session on the dedicated servers. Backup protections require the promotion of the CIC server to the primary, handling all calls, and same day hardware replacement to regain backup server capacity.
- **Resource Redundancy.** The IP and Media Resources used by the CIC system for IP telephony use a 2+1 Primary and Back Up configuration. The scope and size of the proposed CIC application is estimated to require two Media Servers to provide a full purchased load. Adapt will confirm the needed server capacities with the County's BOT and install the Primary CIC with its Media Servers at 69 West Washington. Adapt will provide the Media Servers. The County is responsible for providing the VMWare Servers.

Adapt will also set up additional servers to provide the necessary redundancy. This work will include three load-balanced active media servers to affect load management should any individual server fail. In the event the site at 69 West Washington has a site-level outage, or the Primary CIC fails, the Backup CIC located at Stroger Hospital will be equipped with two active Media Servers plus one (1) backup to handle the load and provide redundancy.

Adapt will configure server communication such that, in the event of an outage, and providing that the media servers at 69 W. Washington can still be accessed via the County's WAN, they will be deployed to back up or load share with the media servers located at Stroger hospital location, keeping the 69 West Washington incoming voice traffic from traversing the County WAN.

- **Geographic Redundancy and Survivability.** Adapt will address the need for geographic redundancy by installing a Primary CIC Server on the same LAN as the Avaya PBX at 69 West Washington and a Backup CIC Server on the same LAN as Stroger Hospital's Avaya PBX. These redundancies are incorporated to support County's operations in the event of a WAN outage. Adapt will implement this backup such that any time the Backup server hears an unacceptable response (or no response) from the Primary server, it will promote itself to Primary. The new Primary CIC server will have all of the same communication connections via the WAN to the three Avaya PBX's. In the event there is a WAN outage, 69 West Washington and Stroger Hospital CIC's will both become active Primary CIC's, each working with the PBX identified for their shared LAN connection: Primary CIC with 69 West Washington, and Backup CIC with Stroger Hospital.
- **Unified application with Universal Tools.** Even though Phase A focuses on consolidation and replacement of the existing IVR functionality and will interface with the County's Avaya PBXs, the CIC application for IVR replacement is a full featured contact center IP PBX, with Administration, Configuration, and complex application development and programming

interfaces that are universal between CIC applications. This allows the product to use one environment that is universal for programming and administering.

Included within the cost of the Agreement, to aid in the administration of the IVR system, and to accommodate the varying needs and abilities of the departments using the IVR system, Adapt will perform tasks to build custom administrative interfaces for selected users based on their skills and levels of responsibility. This allows for the direct control of IVR functions or information that change frequently and are department-specific, reducing system configuration errors. The goal of this work is to give County departments, agencies, and other users a degree of independence from central control and to lessen the overall burden on central system administration.

- **SIP trunk expansion, cost savings, number portability, phased implementations and survivability and integration to Avaya:** The CIC solution supports both TDM (traditional telephone circuits – T1/PRI) and SIP trunking. Adapt will configure SIP trunk integration to the Avaya systems for the IVRs. Adapt will configure SIP Trunking between the CIC IVR and the Avaya PBX's due to the lower complexity and better flexibility of this integration, compared to the traditional voice circuit connections (i.e., T1 or PRI). This configuration also accommodates and makes more efficient the phase-in of additional locations and users down the road.

In general, Adapt will design a reliable architecture that allows for automatic switchover, via software mechanism that allows a backup Customer Interaction Center™ (CIC) server to operate as a hot standby in the event that a primary server failed.

Information from the primary server shall replicate to the backup server on a regular basis, at any increment that the County requires. The backup server will not work unless it has been automatically "activated" in the event that it detects a failure in the primary server. Adapt will configure all software and set up all the hardware required for the automatic switchover, including the Interaction SIP Proxy® server.

3.2 CIC Applications In-Scope

Adapt will deploy CIC's IVR applications that at minimum include the following:

A. *Interaction Administrator*®

CIC is a tightly integrated suite of software components built atop a common framework. System Administrators will employ a single application, *Interaction Administrator*®, to control virtually every aspect of the system. *Interaction Administrator*® is the application used to manage objects such as users, workgroups, roles, endpoints, skills, etc.

B. *Interaction Attendant*®

IVR Programming, Script development, testing, and publication are done using *Interaction Attendant*® and *Interaction Designer*®. The two design environments allow administrators to develop the scripts/applications that control and direct system interactions.

Interaction Attendant® employs a "file manager" type interface to design simple call flows. *Interaction Attendant* is a graphical interface that configures the auto attendant system built into *Customer Interaction Center*™ (CIC). An auto attendant automatically answers a call, prompts the caller to make menu choices, and routes the call according to that caller's choice. Callers select options by pressing keys on their phone's keypad. Based on these selections, the auto attendant plays pre-recorded prompts; transfer calls to an agent, operator, queue, or voice mail; look up information in a database;

dynamically convert text to speech; offer a sub menu; send or receive a fax; provide access to voice mail; search an employee directory; and additional functionality as described in the proposal.

C. Interaction Designer®

Interaction Designer® is the programmer's interface that enables customization. Interaction Designer is a graphical development environment that uses a call flow analogy to create and modify handlers (system applications) that control how interactions are processed.

3.3 Reporting

Adapt shall ensure that its IVR will integrate with Avaya. The new IVR, as configured by Adapt, will track all activity, including calls that zero-out or transfer to an agent. Anything that transpires beyond that point is not relayed from Avaya to the IVR. Adapt will work with the County to determine the appropriate report configurations. Adapt will configure at minimum 20 reports, however CIC includes 190+ reports that can be configured via wizard. Adapt will provide related training for system administrators (see Training Section in this document). Examples of the proposed IVR Reporting include:

- Call Flow Analysis - Call flow analysis provides information on key selections within menus in the system. This information is generated when a caller presses a specific key. For example, if the system contained a main menu with four (4) selections, information will be provided for each selection on this menu.
- Transfer Analysis - Transfer Analysis provides information on callers that transfer to agents within the system. Many reports in the CIC system provide information about the queues, but it is difficult to determine why a caller transferred or where they were in the system when they transferred. This component of the system will provide this information. For example, the queue had a large number of callers transfer to the queue today at 3:15. The County is now able to determine that this was when the callers were accessing their account and the host was down.
- Timed Event Analysis - Timed event analysis provides information on the amount of time some event takes within the system. For example, determine the average response time of the County's host when servicing the callers' request for information.
- Event Analysis - Event analysis provides information on events that occur within the system that are not necessarily tied to a key press or a transfer to an agent. For example, the IVR denies a request for additional credit when a caller requests an increase. The County would like to know the number of times a caller was denied versus the number of times they were granted increases. Another use for Event Analysis is creating 'tickler' files for later processing. For example, the system has a process that sends information out at night when a caller requests information. The request can be logged during the day and the nightly process could read the events to determine what needs to be processed at night.

The new IVR will provide at minimum 20 report variations, including the below custom reports as defined in the RFP:

- IVR Mainframe Report
- Business Call Management System (BCMS) Daily Report

Historical data is accessible with each table having a logical relationship to other tables in the system. IVR Interval and History Data include IVR menu navigation selections, date/time access, exit paths, time in menus and other statistics to help analyze IVR Activity and menu effectiveness. Adapt

will perform all necessary work to make available the required IVR tables as well as standard and custom reporting.

Adapt will perform all work necessary to make available all standard IVR tables and reporting from Interactive Intelligence, including IVR menu navigation selections, date/time access, exit paths, time in menus and other statistics to help analyze IVR menu effectiveness.

3.4 System Status Monitoring

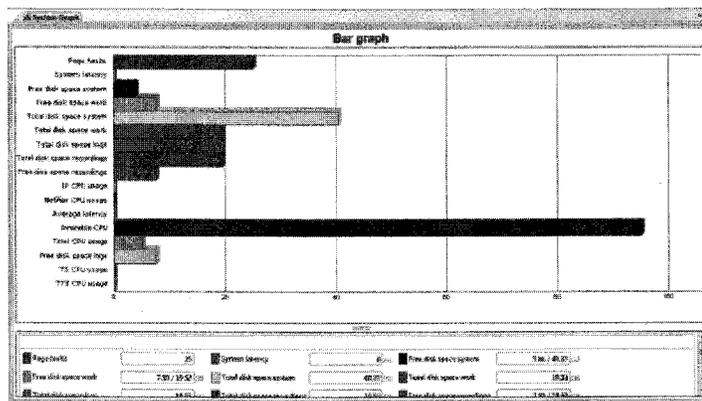
Interaction Supervisor™ is a tool within *Interaction Center Business Manager™* for supervisory monitoring of real time system performance. For Phase A and B, Adapt will implement at least the following functions that allow administrators and managers to monitor system status:

- Alerts – Alerts are based on statistics and equip administrators with visual and audible indicators of the CIC Server's status at all times.
- System Status view – Displays key categories of performance statistics to indicate the overall state of a CIC Server.

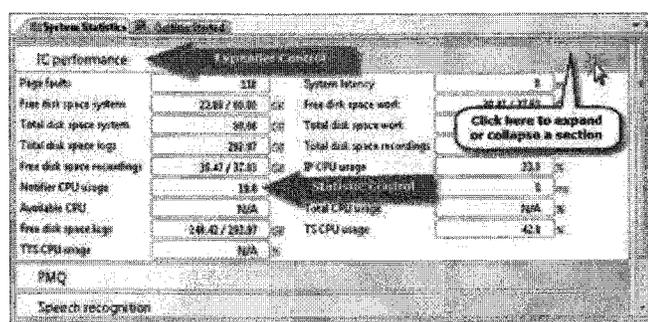
The following categories of detailed system statistics will be available for viewing:

Statistical Category	Type of information in Statistical Category
IC Memory Usage	Amount of memory that IC subsystems are consuming.
IC Performance	Current health of the system in performance terms.
IC System Status	General status of IC, in terms of number of executing handlers, threads, errors, available text-to-speech sessions, and switchover events.
Transaction Server	Activity in the Transaction Server subsystem over the last 10 minute period.

- Graph view – Charts any combination of status statistics in line chart or bar chart format. Graphical views update in real time, even if connected remotely. Administrators can also set alert thresholds to receive notification when specific boundaries are exceeded. *Interaction Supervisor™* can simultaneously display information from multiple systems for multi-site installations.



Interaction Supervisor System Status View



Interaction Supervisor System Status View

3.5 Text-To-Speech (TTS)

Adapt will deploy the Nuance Text-to-Speech (TTS) engine, as a 3rd party component to the *Customer Interaction Center™* (CIC) solution, to read text to callers over the telephone.

Adapt shall ensure and guarantee that the TTS engine supports the below list of languages:

- ✓ English
- ✓ Spanish
- ✓ Chinese
- ✓ Polish
- ✓ Hindi

3.6 Business Continuity and Disaster Recovery

Adapt shall develop a Disaster Recovery plan that incorporates system safeguards, subject to County approval. Adapt will set up and configure all the applicable hardware for high reliability, fail-safe capability to avoid unplanned down time, utilizing a built-in process called Interaction Switchover, which includes the installation by Adapt of two automatically mirrored application servers, located in separate data centers (69 W Washington, and Stroger Hospital). Adapt shall conduct a successful test of the Disaster Recovery solution, with participation from County business and technical personnel, prior to the production implementation. Adapt will participate as requested by the County in planning, testing and evaluation of an annual Disaster Recovery test of the installed solution.

3.7 Client Software

Adapt will adhere to the requirements for Business Manager Applications and Server Manager Applications that run on workstations as follows:

- Microsoft Windows 7 SP1 (32-bit and 64-bit)
- Microsoft .NET Framework 4.0 (Extended)
- Microsoft .NET Framework 3.x
- Microsoft Windows Installer 4.5 or later

3.8 Environments

Adapt will set up two (2) environments – One for production, and a separate one for Staging/User Acceptance Testing. With any new purchase of a licensed *Customer Interaction Center™* (CIC) system, a development license is included to install on another server for development and Q/A testing of any new or proposed changes to the production environment. These platforms are 100 percent virtualized.

3.9 Hardware Environment

Adapt shall ensure that its *Customer Interaction Center™* (CIC) supports standard servers from companies such as Dell, HP and IBM. These servers can either run the CIC application on “bare metal”, or can be the physical hosts for a virtual server infrastructure, and the CIC applications run in Virtual Machines. These servers will require the common redundancy features found in enterprise servers, and Virtual Machines must be built out to any Adapt specifications explicitly stated in this Agreement. Sample hardware configurations for the required physical servers are provided in Attachment B – System Configurations. Cook County is responsible for setting up the hardware, including racking servers, base-load the Virtualization platform (if applicable) and OS, IP the servers and add them to the Cook County domain.

3.10 Application Servers

Adapt shall ensure that its new IVR system will run on Windows Server 2008 R2 or higher.

Adapt shall also ensure that its Interactive Intelligence modules are supported on standard servers, on a Windows-based architecture.

3.11 Integration

Active Directory integration is supported for user-account creation, single sign-on, and as well as access through the LDAP toolset. Adapt shall, with assistance from the BOT, enable single sign on via Active Directory.

For host/mainframe integration, 5250/3270 emulation sessions are supported. In addition, Interactive Intelligence can interface to MQ-series systems as well. Web service integration is supported through SOAP/XML.

Adapt will define and confirm integration requirements during the Assessment Phase, and build the interfaces for all existing IVR touch points.

3.12 Data Migration

Adapt will validate requirements and options for data migration during the Assessment Phase. Adapt will then migrate “prompts,” especially if they are for a foreign language and if deemed

necessary/possible. The migration of prompts is dependent on whether or not the data can be put into a compatible format (8bit, 8K, mono, mulaw) .wav format. If these formats are not available, Adapt will provide a professional voice services SOW for consideration by the County. Professional Voice Services are not included in this SOW.

3.13 Network

Adapt assumes G.711 will be the audio codec used throughout, for all calls between the CIC platform and the Avaya PBX's. This also will provide the best performance in the future, when Speech Recognition is added. Cook County is responsible for bandwidth availability.

3.14 System Security

Adapt shall ensure that its Deliverables under this Agreement comply with the following, as applicable, subject to the review and approval of the County's Chief Information Security Officer:

- a. HIPAA, HITECH and the rules promulgated thereunder.

Adapt shall suppress logging of sensitive information collected from the IVR and returned from lookups. Adapt shall employ encrypted transmission, such as SSL, to pass data between CIC and any Cook County-provided data repository.

- b. Payment Card Industry standards, including but not limited to PCI DSS and PCI PA-DSS.

This is currently not in scope. However, for future phases (Phase C and beyond), Adapt shall employ encrypted transmission, such as SSL, to pass data between CIC and any Cook County-provided data repository. Where contact center agents are involved, and calls are recorded, Adapt shall enable strong encryption to secure recordings using the Interaction Recorder built-in strong encryption features. Also, in those future phases, Adapt shall make available a "Secure Pause" feature in the agents' Interaction Client interface, which will allow them to pause any system-initiated call and screen recording for a pre-determined number of seconds, so that they can collect PCI-protected data (such as credit card number) from the caller and that information will not be in the recording files. Secure Menus functionality is also available to eliminate the agent from collecting sensitive information, first hand. When this information needs to be gathered, agents send callers to a menu that collects input; agents are unable to hear the response. The system notifies agents of any errors that occurred and callers are connected back to the agent upon completion.

- c. NIST 800-53, as revised.

CIC features Access Control Groups (ACG), Password Policies, and other security capabilities to address controls defined by Cook County. Adapt shall work with the County to define the desired controls and how they will apply to the proposed system, as this can differ between government organizations.

- d. ISO 27001/27002, as revised.

CIC provides tools to enable ISO27001/27002 compliance. Defined controls and procedures can differ between organizations. Adapt shall work with the County to define the desired controls and how they will apply to the proposed system. System features designed to meet compliance include:

- i. Suppress logging of sensitive information

- ii. Leverage Access Control Groups (ACG) to define security roles to isolate and control access to system administration areas.
- iii. Password policies to define minimum requirements for users. Multiple password policies can exist for different groups of users.
- iv. Change control tools and reports to show administrative changes made to the system.
- v. SNMP MIBs to enable monitoring of services and logging of information,
- vi. Audit reports for administrative activities

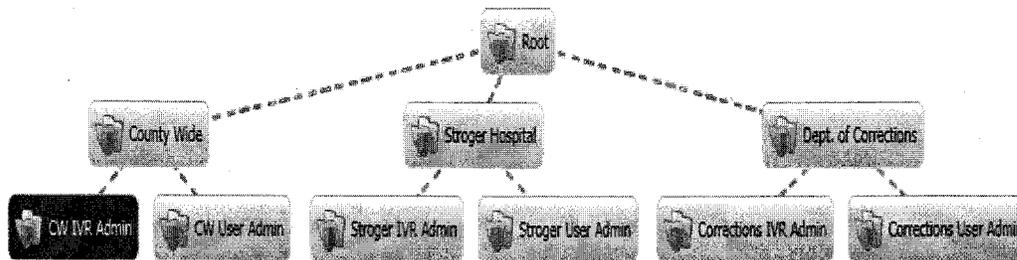
Adapt shall validate access rights with the County and configure standard administrative security organized through Access Control Groups (ACGs). ACGs provide a flexible way of defining administrative access rights. For example, an ACG can allow an administrator access to manage and modify users and workgroups within a certain part of the organization, without having access to other parts of the organization.

An ACG is similar to Active Directory structure, where the structure is a hierarchical arrangement of information about objects. The ACG allows access rights to be assigned against the hierarchy to define which objects or items (see item list below) a user can access. Multiple ACGs containing subsets of objects can be defined from the "root" ACG. Users can access one ACG or multiple ACGs.

CIC includes a default ACG "Root" that is the parent of the hierarchy.



ACGs can be created from the Root creating another level in the hierarchy, and those ACGs contain a subset of items of the root. Another level of ACGs can then be created from those, and so on. The only restriction is that a hierarchy may not exceed five levels. For example, a hierarchy may look like:



An ACG can have only a single parent, and an item can only be a member of a one ACG. Adapt will define and finalize the administrative security requirements during the Assessment Phase and subsequently configure these security requirements.

Adapt will ensure that, as applicable, the IVR conforms to best practices in the following areas, subject to the review and approval of the County's Chief Information Security Officer:

- a. Password configurations (e.g., complexity, aging, etc.).

The CIC system allows for password policies to define minimum requirements for users. Multiple password policies can exist for different groups of users.

- b. Authentication configurations (e.g., active directory, encrypted data exchange, hash, etc.).

Active Directory pass-through authentication is supported and recommended. The CIC System receives user authentication credentials through an encrypted transmission (AES-256) from the CIC Client application, which passes in the user workstation's cached AD credentials. The CIC System then turns around and does an encrypted challenge to the AD controller (note that the CIC servers will be in the Cook County AD domain), and receives the encrypted response from the AD Controller; this latter challenge/response uses Microsoft's standard Kerberos authentication mechanism.

- c. Encryption configurations (e.g., symmetrical AES-256, asymmetrical RSA 2048, etc.) for both data at rest and data in motion.

All client/server connections, such as those used for the users' and managers' client applications to connect to the CIC systems, are encrypted using AES-256. All server-to-server interprocess communications can also be encrypted. As for data at rest, CIC keeps all user passwords stored on its hard drives using a one-way hash with a 128-bit key; note that this is only used in the event that users are authenticating using their CIC credentials, if AD authentication is used, then no password information is stored on the CIC system.

- d. Logging/Auditing capabilities (e.g., verbose user tracking and reporting, etc.).

Logs are encrypted using a stream cipher symmetric key algorithm. However, note that the CIC system will be configured to suppress any caller-entered sensitive information, such as patient ID, credit card numbers, or any other field that Cook County consider to be protected data. In addition, data retrieved from Cook County data repositories, such as the McKesson system at Stroger hospital, will not be written to the subsystem logs. Therefore, this data will not appear in the logs. As for auditing, the CIC system offers reports showing administrative changes made to the system, and also writes security events such as user login failures to the Windows Server Security Log, which can then be configured to alert personnel using an event log monitoring package

- e. Personnel security (e.g., extensive background checks, annual recheck, etc.).

Extensive background checks (and annual recheck) have been and will be performed for Adapt project personnel assigned to the County project; and Adapt shall tender copies of such background checks to County upon County's request. County personnel are subject to the County's HR policies.

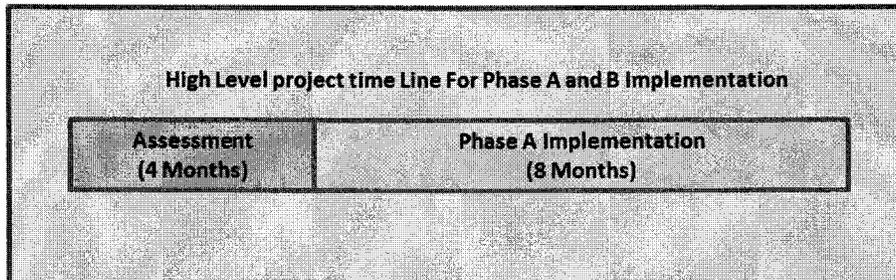
- f. Web Application configurations (e.g., SQL injection protection, buffer overflow, etc.);

The entire IVR for phase A & B will be strictly managed through installed client interfaces that deploy strong encryption for communication with the IVR servers. This same security also applies to the user / manager interface used for system monitoring and reporting.

4. Project Approach and Implementation Methodology

Adapt will install and implement the new systems such that current functionality (including reports) used by the County's in-scope agencies/departments is uninterrupted. At the same time Adapt will install and implement the infrastructure foundation necessary. Adapt will deploy the newly consolidated IVR system with minimum of disruption to day-to-day operations.

Adapt estimates the duration of this project at 12 months as depicted in the diagram below.



Adapt shall comply with the County's content management procedures for tracking progress and documents for the duration of the project. This may be either the County's SharePoint site or one provided to Adapt. In addition, Adapt shall submit written monthly status reports to the County. These reports will include:

- a. Work accomplished for each work period,
- b. Updated Gantt charts considering any project risks, delays, etc.
- c. Production goals for the next reporting period,
- d. Any product or document that is delivered,
- e. Meetings held, planned, or requested, including the minutes thereof,
- f. Current status of risks, issues or problems that are encountered, need to be addressed, or resolved,
- g. Summary of approved project changes
- h. Invoicing and payment, and
- i. Other relevant information which must be reviewed and discussed.

In addition, during the requirements gathering task of the project, Adapt will be required to submit weekly status reports. The final form and procedures of these reports will be established at project initiation.

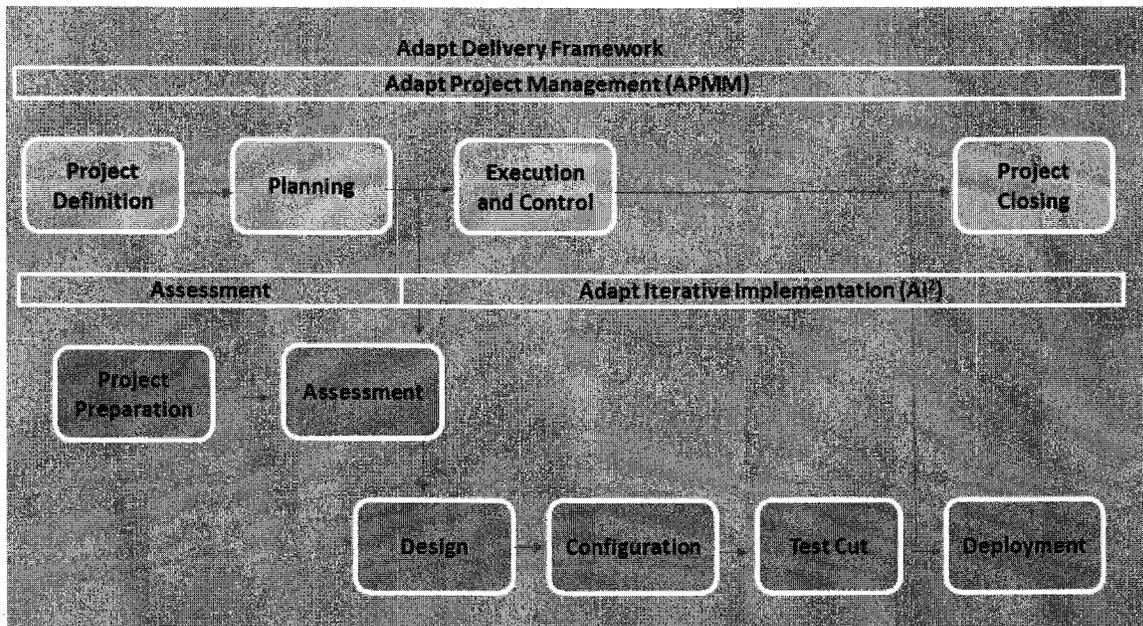
4.1 Project Timeline

The project timeline to perform Phase A and Phase B work is presented in the diagram below. Adapt will develop detailed project plan with the County project team during the Project Preparation phase at the beginning of the project.

	Mth 1	Mth 2	Mth 3	Mth 4	Mth 5	Mth 6	Mth 7	Mth 8	Mth 9	Mth 10	Mth 11	Mth 12
Project Management	Phase A		Phase A and B									
Assessment	Phase A		Phase B									
Design				Phase A								
Configuration					Phase B	Phase A		Phase B				
Test Cut									Phase A	Phase B		
Deployment											Phase A and B	

The diagram below provides an illustration of the Adapt Delivery Framework and depicts the interrelationship of Adapt’s PMM, Assessment and Ai² Approach.

Adapt will use this delivery framework to further fine-tune the sequencing and timing of activities, collect relevant progress and status data, manage project work plan and scope changes, accommodate the County environment-specific issues, produce project reports, manage the review process, and reduce project risks.



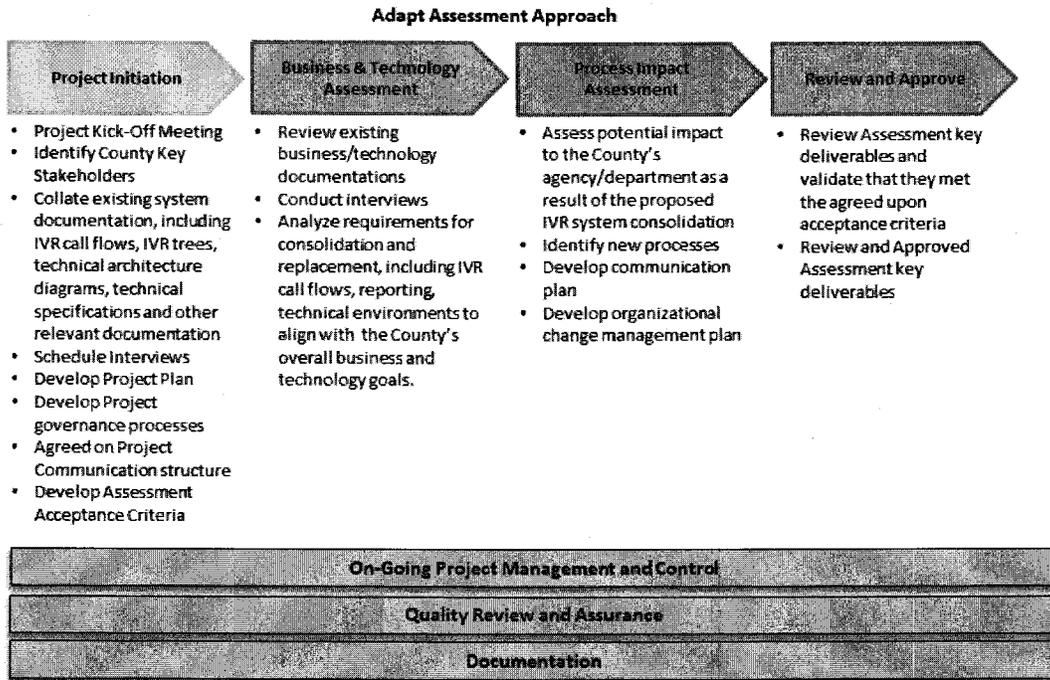
4.2 Assessment Approach

Adapt will define business and technology requirements to help the migration to the new “to-be” environment and realization of the project objectives. Adapt will seek acceptance of these requirements from the County and its “in-scope” agencies/departments.

Adapt’s overall Assessment Approach consists of the following four major steps:

- Step 1 – Project Initiation
- Step 2 – Conduct Business and Technology Assessment
- Step 3 – Conduct Organizational Impact Assessment
- Step 4 – Review and Approval

Adapt will adhere to the assessment approach depicted in the diagram below.



Step 1 – Project Initiation

During Project Initiation, Adapt will work with the County to affirm the goals and structure of the consolidated IVR system. These goals, stated in Section 1 – Introduction and Overview, and Section 2 – Scope of Work of this SOW, will be affirmed and recast with additional specificity as to timelines, expected outcomes, and the deliverables supporting the processes involved. Adapt will establish the project governance structure, including communication structure, status reporting, issue tracking, and process and change control. Adapt will seek and secure County approval during this step.

The estimated effort, timelines and deliverables provided in this SOW are established based on the assumptions listed in Section 5 – Project Assumptions. During project planning, should there be any items identified that are not within the scope of this SOW and specified in Section 5 - Project

Assumptions, will be managed using Adapt’s standard change control procedures described in Section 5.1 – Change Control Processes; provided that, after the completion of the assessment phase, should there be any items identified that are within the scope of this SOW, then Adapt shall bear cost and responsibility for such items.

Adapt will also undertake other project preparation activities including identification of key stakeholders, scheduling interviews and collecting existing business and technology documentation.

Step 1 – Adapt will complete five Project Initiation tasks:

Key Steps	Description
Task 1 – Project Initiation	To confirm the project approach, clarify roles and responsibilities between the County and Adapt, including project decision makers. The assessment project plan is developed and a “baseline” is prepared. Assessment acceptance criteria are developed to guide the completion and acceptance of the assessment phase of the project.
Task 2 – Reconfirm “in-Scope” agencies and departments	To review with the County the list of “in-Scope” agencies and departments and the key stakeholders
Task 3 – Collate required existing business and technology documents	To collate existing business and technology documents, including existing call flows, scripts, existing telephony architectural diagrams, technical specification, and other relevant documentation.
Task 4 – Develop Interview Schedules	To develop the requisite interview schedules, create interview topics, and meeting agenda.
Task 5 – Establish Assessment acceptance criteria	To establish acceptance criteria for completion and acceptance of the Assessment Phase.

Adapt will produce the following deliverables:

Key Assessment Deliverables	Project management Deliverables
1. List of Key Stakeholders and Interview Schedule	1. Baseline Project Work Plan
2. Interview topics and agenda	2. Weekly Project Status Report
3. List of required business and technology documentation	3. Issue List, if any
4. Assessment Acceptance Criteria	4. Change Control Process and escalation
	5. Project Governance Structure description
	6. Project Communication Structure

Step 2 – Business and Technology Assessment

Adapt will conduct the Business and Technology assessment. Adapt will work with Cook County to identify critical success factors, including cohesive coordination of agency/departmental needs (requirements), the software/technology central infrastructure, and external communication services. Adapt will seek understanding and acceptance of these important ingredients from key stakeholders in this Step 2 work:

1. Business Processes for IVR application and Requirements
2. Technology requirements that support and enable the proposed solution.
3. Interface/integration requirements with the backend systems

Working in concert with County Project Leadership and the participation of agencies and departments, Adapt will define those services and processes that are common across agencies/departments and those that are agency/department specific. Business and technical users will be involved heavily in these Adapt-facilitated discussions and are essential to the identification and preparation of the County's IVR consolidation plan. Adapt will identify additional functional and/or integration requirements requiring customization to the CIC solution in this phase. These requirements will then form the baseline for the implementation phase.

Concurrent with this work, Adapt and the County will mutually determine if the technical environment has the requisite hardware and/or software and the status and timelines of any pending acquisitions/renewals. Each party will bear cost and responsibility for its assumptions as to the aforementioned, and to the extent that an updated requirement was an assumption within the control of Adapt, then Adapt shall bear cost and responsibility for such update.

Step 2 – Adapt will complete the Business and Technology Assessment consisting of the following six steps:

Key Steps	Description
Step 1 – Conduct interviews with business and technology representatives from each agency/department	To confirm the project approach, clarify roles and responsibilities between the County and Adapt, including project decision makers. The detailed project plan becomes the "baseline" for all future work. This step also prepares the "Go-live" criteria
Step 2 – Assess each agency/department's business and technology needs	To assess each agency/department's IVR needs, current concerns and issues, including any integration requirements with the backend systems, data migration requirements from the legacy IVR system, status of hardware/software licenses, any pending acquisitions or renewal, as well as any implementation project currently underway that could impact the IVR consolidate plan.
Step 3 – Analyze information and identify common IVR processes for consolidation	To analyze the information collected from the interviews with each of the agency/department, to identify common IVR process (if any) for consolidation, and to identify processes that are unique to the agency/department.
Step 4 – Validate business and technology requirements	To validate with the County team the business and technology requirements analyzed from the interviews and discussion with individual agency/department.
Step 5 – Develop IVR and infrastructure consolidation	To develop the IVR and infrastructure consolidation requirements and plan, based on the validated business and technology requirements, subject to County approval. At all times, the County shall retain the

requirements and plan.	right to reject elements of the requirements and plan without impacting cost.
Step 6 – Finalize Key Deliverables	To review and approve the key deliverables for this step. Implementation work will only begin with the County’s review, approval, and acceptance of this key deliverable.

Adapt will produce the following deliverables:

Key Deliverables	Project management Deliverables
<ol style="list-style-type: none"> 1. Interview minutes 2. IVR Consolidation Requirement and Plan 3. IVR Requirements 4. Infrastructure Requirements 5. Integration Requirements 6. Data Migration Requirements 	<ol style="list-style-type: none"> 1. Updated Project Work Plan 2. Weekly Project Status Report 3. Issue List, if any 4. Change Control Process and escalation, if any

Step 3 – Process Impact Assessment

Adapt will assess the potential process impact to the in-scope agencies/departments. While the CIC solution allows individual agency/department to control and administer their respective call flows, Adapt will identify updated processes, subject to County approval. At all times, County retains the right to reject Adapt’s assessment and recommendation, without impacting the cost of this Agreement, where the County has a reasonable basis for keeping current processes, roles and responsibilities intact due to factors unrelated to the IVR. Where the County rejects Adapt’s assessment and recommendation, Adapt shall tender an alternate assessment. Adapt will secure agency/department understanding and acceptance of these changes and their impact on the following areas:

- Administering Common IVR processes
- Maintaining and supporting the consolidated telephony infrastructure
- Implementing or directing IVR call flow changes (User vs. Central)

As part of this assessment Adapt will identify operational process. The work will include identifying the steps needed to effectively transition the County into the new processes.

The Adapt team will work with the County team and key agency/department stakeholders to establish the process to coordinate the implementation effort with respect to processes identified for change. Activities will center on developing strategies to integrate updated processes into the County’s organization and new ways of working to achieve the business objectives of the IVR Project.

The business process transition strategy also provides inputs into communication planning regarding the type, content, and timing of employee communication during the IVR implementation.

Step 3 – Adapt will conduct the Process Impact Assessment consisting of the following five key steps:

Key Steps	Description
Step 1 – Process Impact Assessment	To assess how the consolidated IVR solution will impact processes within various agencies/departments.
Step 2 – Identify training requirements	To identify training requirements for employees using the consolidated IVR solution. For example, employees who are currently supporting the infrastructure will need technical training in the CIC solution.
Step 3 – Develop Requirements	To define the County’s additional requirements for customization. This is an important step to baseline the customization requirements. Any additional requirements within the scope of the project that the County identifies shall be included within the cost of this Agreement and shall not form a basis for additional cost.
Step 4 – Develop Transition Strategy and Plan	Develop strategy and plan to outline the actions required to prepare the agencies/departments for the new consolidated IVR environment. The transition strategy and plan is used to foster executive leadership guidance to agencies/departments around processes and procedures and to help prepare the employees to use the new system.
Step 5 – Review and Approve Key Deliverables	The County to review and approved the Step 3 key deliverables

Adapt will produce the following deliverables:

Key Deliverables	Project management Deliverables
<ol style="list-style-type: none"> 1. Process Impact Assessment 2. Training Requirements 3. Process Requirements for the Consolidated IVR system 4. Transition Strategy and Plan 	<ol style="list-style-type: none"> 1. Updated Project Work Plan 2. Weekly Project Status Report 3. Issue List, if any 4. Change Control escalation, if any 5. Change Management Strategy and Plan

Step 4 – Review and Approve

This is the final step in the Assessment Phase and Adapt will complete the following two key steps:

Key Steps	Description
Step 1 – Validate that key deliverables meet the agreed Assessment Acceptance Criteria	To review the Assessment key deliverables and validate the acceptance criteria developed in the Project Initiation step are met.
Step 2 – Review and Approve all Key Deliverables.	Review and approval by the County prior to start of Implementation Phase.

Adapt will produce the following deliverables:

Key Deliverables	Project management Deliverables
1. Approved Key deliverables	1. Updated Project Work Plan 2. Weekly Project Status Report 3. Issue List, if any 4. Change Control escalation, if any

4.2.1 Review, Acceptance and Signoff

Assessment Phase deliverables require County review, acceptance and sign-off. Adapt is responsible for initiating the processes depicted in the table below and assumes that reviews are completed within five (5) working days from date of submission.

Steps	Key Deliverables	Required Action by the County Team	Acceptance and sign off by
Project Management during the Assessment Phase	Assessment Project Plan	Review, Acceptance and Signoff	Cook County's Project Manager
	Weekly Project Status Report	Review	Cook County's Project Manager
	Issue List	Review	Cook County's Project Manager
	Change Control Process and escalation	Review, Acceptance and Signoff	Cook County's Project Manager
	Project Governance Structure and description	Review, Acceptance and Signoff	Cook County's Project Manager
	Project Communication Structure	Review, Acceptance and Signoff	Cook County's Project Manager and designated agency/department business/IT users
	Change Management Strategy and Plan	Review, Acceptance and Signoff	Cook County's Project Manager and designated agency/department business/IT users
Step 1 – Project Initiation	List of key stakeholders and interview schedule	Review	Cook County's Project Manager
	Interview topics and agenda	Review	Cook County's Project Manager
	List of required business and technology documentation	Review	Cook County's Project Manager
	Assessment Acceptance Criteria	Review, Acceptance and Signoff	Cook County's Project Manager and designated agency/department business/IT users
Step 2 – Business and Technology Assessment	Interview Minutes	Review	Cook County's Project Manager and designated agency/department business/IT users
	IVR Consolidation Requirement and Plan	Review, Acceptance and Signoff	Cook County's Project Manager and designated

			agency/department business/IT users
	IVR Requirements	Review, Acceptance and Signoff	Cook County's Project Manager and designated agency/department business users
	Infrastructure Requirements	Review, Acceptance and Signoff	Cook County's Project Manager and designated agency/department business/IT users
	Integration Requirements	Review, Acceptance and Signoff	Cook County's Project Manager and designated agency/department business/IT users
	Data Migration Requirements, if needed	Review, Acceptance and Signoff	Cook County's Project Manager and designated agency/department business/IT users
Step 3 – Process Impact Assessment	Process Impact Assessment	Review, Acceptance and Signoff	Cook County's Project Manager and designated agency/department business/IT users
	Training Requirements	Review, Acceptance and Signoff	Cook County's Project Manager and designated agency/department business/IT users
	Future Organizational model for the Consolidated IVR System	Review, Acceptance and Signoff	Cook County's Project Manager and designated agency/department business/IT users
	Transition Strategy and Plan	Review, Acceptance and Signoff	Cook County's Project Manager and designated agency/department business/IT users
Step 4 – Review and Approve	Approved key deliverables meet the agreed assessment acceptance criteria	Review, Acceptance and Signoff	Cook County's Project Manager and designated agency/department business/IT users

4.3 Implementation Approach

Adapt will conduct the implementation work tasks using Adapt's *AI*² implementation approach. The *AI*² key phases/steps for implementation are depicted in the diagram below.

Design				Configuration		Test Cut				Deployment		
Project Preparation	Design PRR Call Flows and Integration	Site Survey	Proof of Concept & PRR Testing	Design & Review Configuration	Order Hardware & Tools	System Testing	Integration Testing for Customization	Performance Testing	User Acceptance Testing	Conduct Training	Go Live	Go-Live Support
Confirm pre-installation Requirements				Design Test Plan & Tools		Complete CR Assessment						
Deliver & Install Hardware & Software				Final Design & Configuration Plan		Deployment Planning						
Start Data Collection				Complete Pre-Install Configuration Data		Training Preparation						

On-Going Project Management and Control
Quality Review and Assurance
Documentation

Phase 1 – Design

Based on the earlier affirmed business and technology requirements, Adapt will design the call flows, develop integration specifications, and continue data collection. Concurrently, Adapt will order the prescribed software and any Testing Adapt-supplied hardware. Once the software and hardware are ordered and delivered, Adapt performs the site survey. Alongside these activities, the work to develop the knowledge transfer and Change Management Plan begins.

Adapt will conclude Phase 1 activities with the physical install of all needed software and hardware and a final, approved call flow design and integration specification. During this phase Adapt also will conduct a proof of concept to verify that the delivered equipment works, install the software with baseline functionality for a few users, and test SIP connections to the Avaya PBX's, passing calls, DNIS and ANI between the 4 systems, 3 Avaya PBX's and 1 CIC system.

The results and any lessons learned from the above work are documented and used to guide the work of full implementation.

Adapt will conduct the Design work consisting of seven steps:

Key Steps	Description
Step 1 – Implementation Project Preparation	Using the consolidation requirements developed during the Assessment Phase, this step develops the detailed Implementation Project Plan and establishes the Implementation acceptance Criteria.
Step 2 – Start Call Flow Design, integration specification, data migration and Data Collection	To start call flow design, identify data migration needs and develop specification for integration with the existing Avaya telephony system, and the County's in scope back-end systems.
Step 3 – Develop Legacy IVR System Decommissioning Plan	Using the results from Step 2, a legacy system decommissioning plan and timelines is developed
Step 4 – Continue Data Collection	Data collection continues through Phase 2 – Configuration. Data collection includes: server details, license information, user details, password policy, SIP connection configuration and others needed for software configuration.
Step 5 – Site Survey	To review and verify that required hardware is ordered, delivered and installed. This includes verification of all technical connections

	including network, remote access, database server connectivity, etc.
Step 6 – Proof of Concept and PRI testing	To install the CIC software with basic configuration, a minimum of two telephones set up and working, and test the SIP Connections.
Step 7 – Establish Knowledge Transfer and Change Management Plan	To begin developing the knowledge transfer plan and update Change Management plan. The Change Management plan serves as a roadmap for the organizational change management team and project to follow during the implementation effort, which identifies, explains, and documents specific organizational change management activities

Adapt will produce the following deliverables:

Key Deliverables	Project management Deliverables
<ol style="list-style-type: none"> 1. Call Flow Design 2. Integration Specification 3. Data Migration Plan, if needed 4. Legacy IVR System Decommissioning Plan 5. Installed hardware 6. Installed CIC software with basic configuration 7. Tested PRIs 8. Knowledge Transfer and Change Management Plan 9. Implementation acceptance criteria 	<ol style="list-style-type: none"> 1. Baseline Implementation Project Work Plan 2. Weekly Project Status Report 3. Change Control Escalation, if any 4. Issue List, if any

Phase 2 – Configuration

During Phase 2—Configuration Adapt will continue to collect relevant data needed for preparation of the baseline configuration. As part of the base solution configuration, the Adapt team will continue to design the call flow, review standard and configuration documentation, verify the completeness of configuration steps, and develop customization. At the conclusion of Phase 2 Adapt will prepare a Test Plan that describes specific test cases, including Disaster Recovery, how tests are going to be performed, and the means for validation and reporting of test results.

Adapt will conduct the Configuration work consisting of five key steps:

Key Steps	Description
Step 1 – Data Collection	To continue collecting a variety of data: server details, license information, user details, ACD workgroup details, wrap up codes, status messages, ring groups, workstations, standalone workstations, gateway information, password policy, PRI configuration and others needed for software configuration.
Step 2 – Develop customization	Develop call flows and integration points.
Step 3 – Validate configuration completeness	The project team reviews standard and configuration documents to verify the completeness of configuration steps.
Step 4 – Create Test Strategy and Plan	To develop testing strategy and plan that has the understanding and acceptance of the County team. Test plan describes how testing is to be conducted, including relevant test scenarios to be provided by the County's team. The testing strategy and plan are to include Disaster Recovery and information security validation, subject to the approval of the Manager of Disaster Recovery and Chief Information Security Officer, respectively.
Step 5 – Develop Training Plan and User Documentation	To start developing training plan, end-user and technical user guides.

Adapt will produce the following deliverables:

Key Deliverables	Project management Deliverables
<ol style="list-style-type: none"> 1. Completed Data Collection Spreadsheet 2. Test Strategy and Plan 3. Initial Draft of Training Plan 4. Initial Draft of End User Documentation 5. Initial Draft of Technical User Documentation 6. Configured Base Solution 7. Developed customization 	<ol style="list-style-type: none"> 1. Updated Project Work Plan 2. Weekly Project Status Report 3. Change Control Escalation, if any 4. Updated Issue List, if any

Phase 3 – Test Cut

Adapt will conduct the Phase 3—Test Cut work to validate that the configured CIC solution meets the County’s specifications and business requirements. These tasks include review and reconfirmation of the previously established “go-live” assumptions and criteria. Prior to the start of testing, Adapt will schedule an Adapt QA engineer from outside the project team to perform an independent review of the settings and configuration. This QA Engineer, external to the project, is charged with examining and verifying the system’s readiness for production. Adapt will conduct system testing, integration testing, performance testing and user acceptance testing in accordance with the earlier prepared and County-approved plans. Testing will include validation of the Disaster Recovery and information security solution.

Adapt during this phase also prepares Deployment plans, including timing of system migration to the production environment and the associated operational training.

Adapt will conduct the Test Cut work consisting of seven steps:

Key Steps	Description
Step 1 – Complete QA Document	To complete a QA Report, a week before the scheduled date for test cut, an Adapt QA engineer external to the project team will complete a review of certain settings in IA as well as other ancillary servers. The primary objective is to catch potential problems that could impede a smooth production transition. Observations and recommended changes from this review are prepared in a report and delivered to the Project Manager for project team consideration and action.
Step 2 – System Testing	To finish system testing involves executing business functions and system functions in an isolated and controlled environment to validate that the configured CIC system is ready for production.
Step 3 – Integration testing	To finish integration testing involves the validation of logical groupings of units (including customization), components (typically subsystems), or systems to verify that they can interface with other logical groupings to meet the functional requirements of the design specifications. It also tests the passing of data and/or control between units or components (e.g. workflow), which includes testing navigation (i.e. covering the paths that each test’s data will follow.
Step 4 – Performance Testing	To finish performance testing involves testing several system characteristics including, response time, processing speed, resource consumption and throughput, all criteria used to confirm that the delivered software meets performance and technical specifications.
Step 5 – User Acceptance Testing	To complete User Acceptance Testing involves the validation of the production-ready CIC system by the user community in order to verify that user requirements and expectations have been satisfied and that the system is ready for release to the user population.
Step 6 – Deployment Planning	To complete the Deployment Plan includes identifying the specific tasks and timing for cutting over to the new CIC system, with an emphasis on mitigating disruption to the County’s operations. We will work with the County to identify risk areas and develop strategies for

	addressing these within the Plan. The Deployment Plan also addresses the legacy IVR system decommissioning plan.
Step 7 – Training Preparation and finalize training documentation	To prepare trainings for the user group and finalized training documentation.
Step 8 – Finalize documentation	Finalize end-user and technical documentation

Adapt will produce the following deliverables:

Key Deliverables	Project management Deliverables
<ol style="list-style-type: none"> 1. Training Plan 2. Deployment Plan 3. End User and Technical documentation 4. Updated Legacy IVR System Decommissioning Plan 5. QA Document 6. Test Results 7. Go-Live Criteria 	<ol style="list-style-type: none"> 1. Updated Detailed Project Work Plan 2. Weekly Project Status Report 3. Updated Issue List

Phase 4 - Deployment

Adapt will conduct the Phase 4 Deployment work in preparation and finalization of activities for production and “go live.” Adapt will initiate a series of regular meetings with the affected agencies/departments to manage the transition to the new environment, address issues, and prepare them for a smooth transition.

Once the new system is “cut-over” to the production environment, the Adapt team will provide support for at minimum two weeks (onsite). Transition to the support team is taking place during this time.

Adapt will conduct Deployment tasks consisting of four steps:

Key Steps	Description
Step 1 – Conduct Training	Deliver training focused on engaging, involving, preparing and equipping the agencies and departments affected by the new software and process changes. The end users group, supervisors, managers and system administrator will each receive a different curriculum of training as specified in the County-approved plan.

Step 2 – Go Live	System is deployed to the users population and operates in live production mode
Step 3– Go Live Support	Two weeks of “go-live” support is provided. Adapt team members will be onsite to answer any questions and help resolve any “go-live” issues. Transition to Support is also taking place during this step. <i>Please see Attachment C – Standard Support for details.</i>
Step 4 – Project Close Out	To formally close out the Phase A of the project.

Adapt will produce the following deliverables:

Key Deliverables	Project management Deliverables
<ol style="list-style-type: none"> 1. Production system 2. “Transition to Support” Document 3. Project “Close-Out” letter 	<ol style="list-style-type: none"> 1. Updated Detailed Project Work Plan 2. Weekly Project Status Report 3. Updated Issue List, if any

4.3.1 Review, Acceptance and Signoff

Implementation Phase deliverables require County review, acceptance and sign-off. Adapt is responsible for initiating the processes depicted in the table below and assumes that reviews are completed within five (5) working days from date of submission.

Steps	Key Deliverables	Required Action by the County Team	Acceptance and sign off by
Project Management during the Implementation Phase	Implementation Project Plan	Review, Acceptance and Signoff	Cook County’s Project Manager
	Weekly Project Status Report	Review	Cook County’s Project Manager
	Updated Issue List	Review	Cook County’s Project Manager
	Updated Change Control Process and escalation	Review, Acceptance and Signoff	Cook County’s Project Manager
Phase 1 – Design	Call Flow Design	Review, Acceptance and Signoff	Cook County’s Project Manager and designated agency/department business/IT users
	Integration Specifications	Review, Acceptance and Signoff	Cook County’s Project Manager and designated agency/department business/IT users
	Data Migration Plan, if needed	Review, Acceptance and Signoff	Cook County’s Project Manager and designated agency/department business/IT users
	Legacy IVR System Decommissioning Plan	Review	Cook County’s Project Manager and designated agency/department business/IT users

	Installed Hardware	Review	Cook County's Project Management and IT team
	Installed CIC software with basic configuration	Review	Cook County's Project Management and IT team
	Tested PRIs	Review	Cook County's Project Management and IT team
	Updated Knowledge Transfer and Change Management Plan	Review, Acceptance and Signoff	Cook County's Project Manager and designated agency/department business/IT users
	System Acceptance Criteria	Review, Acceptance and Signoff	Cook County's Project Manager and designated agency/department business/IT users
Phase 2 - Configuration	Completed Data Collection Spreadsheet	Review	Cook County's Project Manager and designated agency/department business/IT users
	Test Strategy and Plan	Review, Acceptance and Signoff	Cook County's Project Manager and designated agency/department business/IT users
	Initial Draft of Training Plan	Not required	Not required
	Initial Draft of End User Documentation	Not required	Not required
	Initial Draft of Technical User Documentation	Not required	Not required
	Configured Base Solution	Not required	Not required
	Developed customization	Not required	Not required
Step 3 – Test Cut	Training Plan	Review, Acceptance and Signoff	Cook County's Project Manager and designated agency/department business/IT users
	Deployment Plan	Review, Acceptance and Signoff	Cook County's Project Manager and designated agency/department business/IT users
	End User and Technical Documentation	Review, Acceptance and Signoff	Cook County's Project Manager and designated agency/department business/IT users
	Updated Legacy IVR System decommissioning Plan	Review, Acceptance and Signoff	Cook County's Project Manager and designated agency/department business/IT users
	QA Document	Review, Acceptance	Cook County's Project Manager

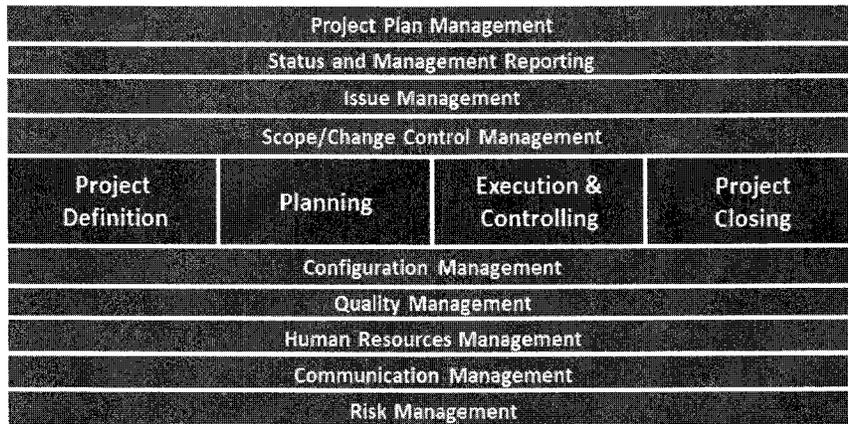
		and Signoff	and designated agency/department business/IT users
	Test Results	Review, Acceptance and Signoff	Cook County's Project Manager and designated agency/department business/IT users
	"Go-Live" criteria	Review, Acceptance and Signoff	Cook County's Project Manager and designated agency/department business/IT users
Phase 4 - Deployment	Production System	Review, Acceptance and Signoff	Cook County's Project Manager and designated agency/department business/IT users
	"Transition-to-Support" document	Review, Acceptance and Signoff	Cook County's Project Manager and designated agency/department business/IT users
	Project "Close-out" letter	Review, Acceptance and Signoff	Cook County's Project Manager and designated agency/department business/IT users

4.4 Project Management

Adapt shall manage the project using Adapt's Project Management Methodology (PMM). The PMM is developed within a framework of industry-standard project management principles, standards and practices, including those prescribed by the Project Management Institute (PMI) and the Project Management Body of Knowledge™ (PMBOK).

The diagram below provides a view of the PMM and the various project management activities that occur during a project life cycle.

Project Management Methodology



4.4.1 Adapt Project Manager's Roles and Responsibilities

Adapt's project management methodology is built on a four-stage process, starting at definition of the project, and continuing through planning, execution and controlling, to closing.

During the project's life cycle, Adapt's project manager will serve as the communication and management conduit for the project team, Adapt management, and County management. Essential responsibilities include issue tracking, status reporting, work stream progress, and document management, all consolidated into a single control point and reporting entity.

The Adapt Project Manager (PM) is accountable and responsible for the successful completion of a project, starting from planning, execution and closing.

The Adapt PM is delegated to commit Adapt on matters concerning performance within this SOW and has responsibilities for three key areas:

- **Client Management** – responsible for management of project scope as defined in the Statement of Work (SOW), collaboration with the County's project manager, management of the County's expectation and relationships, and successful completion of the project.
- **Project Management** – responsible for management of project risks, project budget, project schedule, project communication, quality of deliverables, management of subcontractors, and team collaboration.
- **Project Team Management** – responsible for directing and management of project team members.

4.5 Transition and Decommissioning Approach

Adapt is responsible for preparing a decommissioning approach and plan, subject to County review and approval. Adapt's Decommissioning Plan will:

- Consider objectively and with user input the risks to the affected agencies and departments
- Address the County, Agency and Department stakeholders' operational needs and readiness for the changes required by the new IVR system
- Assess accurately the new system's readiness for optimization of new processes and future expansion
- Determine readiness to achieve the business and operational goals set out at project inception
- Reaffirm that the configuration supports and coincides with the stated technology direction

The decommissioning plan will:

- Reaffirm legacy IVR functionality, assess current information, and validate interdependencies with other applications
- Document functionality and data needs supported by the new IVR
- Validate new IVR and platform readiness
- Validate user readiness and receptivity
- Prepare migration strategy and approach, secure user buy-in, and execute according to plan

Throughout this process, Adapt will work with County resources to first identify and gather existing sources of information regarding the legacy IVR systems (this is performed during the Assessment Phase). This includes, but is not limited to, any available application portfolio information, system documentation, report distribution lists and both business and technology knowledge experts. As part of this effort Adapt will also create an inventory of call flows, backend systems, reports and datasets. This inventory also seeks to identify relationships between these elements. The Adapt team identifies which call flows, processes, backend systems, databases and reports are currently under a migration effort and highlight this in the inventory.

Once these initial objects are migrated, tested and proven to accomplish business and technology requirements, the plan for decommissioning is implemented. Adapt will meet with agency/department stakeholders for each of the remaining systems in the inventory to determine the appropriate disposition. Call flows, reports and datasets no longer needed will be discontinued or eliminated. Archived data (if any) is reviewed carefully for records retention requirements (both operational and legal requirements). Data that is no longer needed as determined by the appropriate retention and archiving policies will be eliminated. Adapt will work closely with the County to define the appropriate destruction of data, termination of hardware, software leases and maintenance contracts.

At the conclusion of the decommissioning effort, Adapt will provide support during a transition period to verify that the migrated systems are operating successfully on the new platform and that all tools, equipment, and communications links are operational. Adapt also updates the systems inventory to reflect the systems that now reside on the new platform.

4.6 Organizational Change Management

Organizational change management is an integral part of the entire project, not a standalone initiative. For the affected personnel to quickly and efficiently adopt new system capabilities and embrace

revised operational processes, active involvement from every level across the “in Scope” agencies/department is essential.

Adapt will deploy a structured approach to managing organizational change with a focus on minimizing operational disruption and promoting stakeholder buy-in throughout the transition to the new environment.

Adapt’s Organizational Change Management Plan will include three components:

- Stakeholder Communication
- Organizational Transition
- Training and Knowledge Transfer

The plan will address the stakeholders affected by the newly consolidated IVR System and highlight the new business processes and resulting workforce and organizational impacts. It also identifies internal change leaders and focuses on educating, preparing, and equipping the workforce to adapt to the new IVR System. In addition to formal training, the plan proposes a training program that extends beyond the classroom for those employees who will support the newly consolidated IVR in the long term.

4.6.1 Stakeholder Communication

Adapt will conduct a Stakeholder Analysis. This analysis identifies the key people and groups throughout the County who can affect the success of the IVR Replacement and Consolidation initiative and captures their expectations of and reactions to the project. The Communication Plan aligns the variety of message types, the type of medium used, the target audience, and the time frames intended. The goal of the Communication Plan is to aid the project team in distributing information in a consistent, timely, and clear manner.

Communication Strategy

Adapt will prepare a communications plan that addresses each stakeholder population. Combining a variety of print and electronic media with live, interactive events, we elicit stakeholder involvement and feedback and promote workforce readiness and adoption of the proposed IVR solution. Stakeholder communication and outreach activities are used to deliver targeted, timely, and consistent messages. Adapt communication work will include:

- Develop startup communiqués to announce the start of the IVR replacement and consolidation project and generate awareness and interest in the project among the County and its agencies/department
- Use a cascading communications network to promote two-way communications throughout the County
- Establish communications strategies that each agency/department can implement and manage within its organization
- Equip directors and other key stakeholders to conduct bidirectional, interactive communications briefings with employees around key project messages and milestones, role impacts, schedules, and other important messages
- Develop credible communications that build confidence in the new systems and applications, and elicit stakeholder feedback to monitor risk and acceptance levels
- Support and sustain robust communications activities throughout the IVR solution lifecycle

Communications Approach

Adapt's communications approach is built around the eight-step process shown in the following diagram:

Communication Steps



Step 1: Initiate Tactical Communications

Before developing a high-level communications plan, Adapt will work closely with the County's executive sponsors to initiate early communiqués to position the IVR project effort. These startup tactical communications are intended to define the project; highlight its objectives, identify scheduled events and milestones, introduce the key members of the IVR solution team, and describe how the County and its agencies/departments will be engaged in the process.

Step 2: Understand the Communications Environment

Adapt will review for purposes of understanding the County's communications infrastructure, including the established communications networks and existing methods of paper, electronic, and face-to-face communication.

Step 3: Define the Audience

Adapt will identify key people and groups throughout the County and each agency/department who can affect the success of the initiative. The aim of the stakeholder analysis is to:

- Identify constituencies that will be affected by the IVR project, both operationally and technically.
- Identify individuals who have formal and informal decision making power and influence on the project.
- Develop and maintain strong executive sponsorship for the project.

Adapt will develop appropriate messages for each of the identified groups using the County's preferred modes of communication:

- Direct communications
- Cascading communications disseminated through indirect means; regular reports and status updates through agency and departmental leadership so that messages can be passed on to line staff.

Step 4: Develop Messages and Communication Tools

Adapt will identify and work with County leaders to disseminate and reinforce the messages.

Adapt will also prepare a communications toolkit designed for various audiences to aid agency leaders and staff in communicating a consistent and compelling message about the project. These tools, templates, and materials typically include FAQs with standard answers, promotional presentation slides, event design materials such as sample agendas and speaker notes, and feedback measurement tools.

For this activity, Adapt will work collaboratively with the County project leaders to develop the tools and templates that convey key project messages, such as process changes and role impacts.

Step 5: Select Media

Adapt will work with the project team and the County's internal communications group to validate understanding of the preferred modes of communication for the various stakeholder audiences.

Adapt will present for consideration by County Project Leaders potential events employed on similar projects:

- Agency/Department awareness events
- "to-be" process briefings
- Go-live prep events

Step 6: Select Appropriate Scheduling and Frequency

Adapt will work with the project team and the County to define communications frequency, validating that we are communicating at the right time with the right audiences in the most effective ways. The timing of our communication is then aligned with the IVR implementation schedule so that it is neither premature nor too late in the schedule.

Step 7: Execute the Plan

Adapt will prepare an initial communications planning matrix and the initial Communications Plan.

Step 8: Evaluate the Effectiveness of the Plan

Adapt will evaluate the effectiveness of the communications approach

The Role of Agency Outreach Liaisons

Adapt will coordinate communications efforts with designated Agency/Department Communications Liaisons who will work closely with leaders from the affected Agencies/departments to help them understand how they can use their status and influence to generate project support among their employees and staff.

4.6.2 Process Transition

Adapt's Process transition approach focuses on identifying operational process changes and resulting changes to current processes with the goal of transitioning the employees in the use of the new IVR system.

Adapt will work with the project team and key agency/department stakeholders to verify that the business process design effort is coordinated throughout the project team and that operational processes are revised to align with IVR objectives. Using the new business processes, Adapt will develop new processes to be performed in the "to-be" environment. Adapt will conduct a process impact assessment to determine how the business process changes affect agencies/departments and the requirements for training. Using the process impact analysis, Adapt will work with the County to prepare a process transition plan for migrating new business processes into agencies/departments.

Workflow Design and Business Process Analysis

Adapt will document the "to-be" processes for each of the common processes. During these sessions, a member of the change management team documents how the design of the new system impacts current County staff as well as participates in the design as a Process transformation subject matter expert (SME).

Workflow Design and Business Process Analysis

Adapt's change management effort will focus on determining the operational impact of the new system and transitioning to the new environment. Activities will center on developing strategies to effectively migrating new business processes into agencies/departments and realigning the agencies/departments around the new ways of working to help the County achieve the business objectives of the IVR Project.

After the "to-be" processes are established, Adapt will work closely with the County to conduct a process impact assessment that provides an understanding of the impacts the new IVR processes have on the current County organization. The analysis includes:

- Potential effects the new IVR processes have on the County and its current agencies/departments
- Preliminary list of new requirements to address the changes in process
- Preliminary considerations for internal process changes

This assessment is used in discussions with the County to help determine a concept of what the future agency/department processes might look like after implementation of the IVR solution.

Using the results of the process impact assessment our team will work with the County to develop a process transition strategy and detailed process transition plan for each implementation phase.

The process transition strategy is a high-level strategy for moving employees into the new IVR system environment. This strategy provides the County with a set of processes that may be consistently applied across each department and address the following issues:

- Estimated impact of process changes
- Review anticipated project benefits
- Approach to matching employees to new processes —whether there will be a selection process and who will be involved in making these decisions

The process transition strategy also provides inputs into communication planning regarding affects of the new system related to the type, content, and timing of employee communication during the IVR implementation.

The Process Transition Plan identifies individuals who are impacted by the change and estimates the training required to adopt the new processes. The Process Transition Plan addresses the following:

- Definition of number and location of potentially impacted employees within each agency/department
- Guidelines for the agency/department to follow in preparing employees for the transition to the new processes

The Process Transition Plan provides inputs to the communications plan, highlighting what is going to change and what is needed to support the organization during the transition.

Process Transition Components

Adapt will produce the following Process Transition deliverables:

Work Product	Deliverable
1. Process Impact Assessment	High-level assessment of how the IVR solution will impact agency/department employees
2. Process Requirements	Description of the new processes for each agency/department to follow
3. Process Transition Strategy	High-level strategy for moving agency/department employees into the new IVR environment
4. Process Transition Plan	Plan to outline the actions required to move agency/department employees into the new IVR environment. The process transition strategy and plan will be used to foster executive leadership guidance to agencies/departments around processes and procedures and to help manage the transition to the new IVR environment.
5.	

Cross-Project Coordination

The County is a large and complex organization that works with a multitude of other government agencies and entities that complement each other in providing services to the constituents of the

County. Adapt understands that other IT initiatives may be underway across this complementary group of organizations and we fully recognize the need for two-way communication among these groups.

Adapt's communication strategy will involve a component for timely communication with a central County Program Management Office (PMO), should one be in place. The goal of this two-way communication channel is to provide visibility across the enterprise about upcoming IVR milestones and events as well as gain understanding of how other IT and business initiatives may affect the IVR project.

Change Management and Communications Policy Improvement

Adapt will share leading practice knowledge with the County and our professionals will offer suggestions for improvement as requested.

4.7 Knowledge Transfer

Adapt's knowledge transfer approach will not be a one-time event. It will begin at the start of the project with involvement of stakeholders as part of the core project team. County staff will be engaged on a continuous basis to facilitate knowledge transfer on the aspects of the IVR application. The successful implementation of the IVR depends on how well employees are equipped to operate in the new business environment, and the degree to which the organization can quickly adapt to the new environment substantially depends on the quality of the training. Furthermore, knowledge transfer must take place at every step in the process. From the initial kickoff throughout the life of the project, the Adapt team will be reviewing, demonstrating, and providing knowledge on the IVR solution. Depending on the County team's availability, the best approach for knowledge transfer is to have the county team members shadowing Adapt team members during the project, particularly in the areas that touch the new technology. The Adapt team will work with the County Project team to establish the best approach for knowledge transfer during the Assessment Phase.

4.8 Training

Training is a critical component in the change management process because it provides users with the skills necessary to smoothly transition their work responsibilities to the new system when launched.

Adapt will schedule and complete the training plan tasks and activities so that the County and its departmental staff are self-sufficient in the use of the IVR application, and system administrators and supervisors are able to effectively support functions related to system operations.

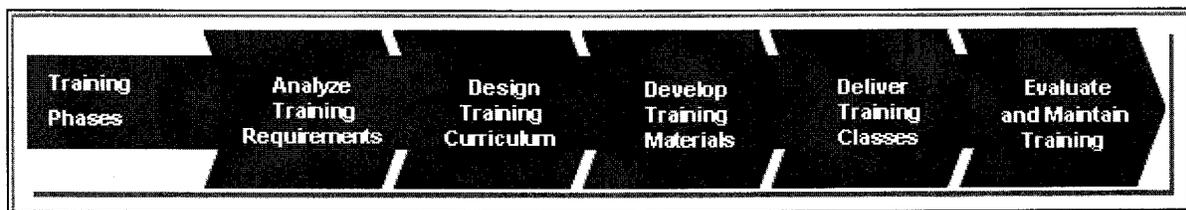
Adapt's training will provide County users with:

- An overall description of the IVR application
- An understanding of the application's capabilities and limitations
- An explanation of how IVR is used to perform specific job functions, and each job function's roles and responsibilities using the new system
- A list of help resources such as where, when, and how to obtain further assistance

Training Methodology

Training focuses on engaging, involving, preparing and equipping the employees affected by the delivered software and process changes. We recognize that successful deployment of the proposed IVR system is dependent on how well management, users, and technical staff are equipped to operate the new system. Adapt's goals are simple – deliver quality training to the right people, at the right time, in a cost-efficient manner.

Adapt employs a standardized five-phase methodology as illustrated in the diagram below. This approach identifies the training needs up front, provides flexibility based on the County specific needs, and has an evaluation step to make sure all involved with the new system get the instruction needed.



Adapt will utilize rapid training content development and just-in-time delivery as well as continuous learning—all geared to ensure that the County employees have the requisite skills within the in place and in time for the successful rollout of the new system.

Adapt training activities will:

- Minimize end-user time away from the job
- Prepare end-users for the new capabilities
- Provide an understanding of the changes underway and acceptance of the integration of new functionality into their day-to-day work
- Provide end-users with easily accessible information, on demand, to support use of the system in their daily work

Overall, Adapt will provide training to two major groups – Functional and Technical Users, with two curriculums offered:

- Training courses provided by Interactive Intelligence on how to use the IVR/CIC solution
- Training courses provided by the Adapt team on how to use the newly consolidated and configured County IVR solution.

The functional and technical users will each participate in the training described below, List of Training. Most of our training is delivered in a classroom setting and, where we agree need exists, one-on-one instruction is provided. Our initial training tasks are to prepare a County-specific training approach/plan and to work with you to affirm the direction you feel best fills the County employee needs.

Most of the training is delivered in a classroom setting and, where we agree need exists, one-on-one instruction is provided. Adapt will prepare a County-specific training approach/plan and will work with the County team to affirm the direction that best fits County employee needs.

User Training Approach

Adapt will develop a Project training plan. The approach will be based on an assessment of needs developed through information gathered from key County staff and will be finalized during the “Test Cut” phase of the project. Following County approval of the test plan, Adapt will be conduct the training two weeks before “Go-Live” during the “Deployment” phase of the project.

Adapt will provide standard in-class training and leverage a train-the-trainer approach that uses an organization’s own in-house resources to conduct functional user training and support.

Initial Functional Training Plan

Adapt will initially deliver 195 training classes totaling 600 hours of instructor-led classroom time, unless modified in consultation with the County. Direct classroom time represents approximately one-third of the total training hours Adapt plans to deliver.

In environments as diverse as this project represents (number of different agencies, associated departments, locations, and levels of experience) Adapt requires a minimum of three hours per direct classroom hour to make the classes unique, meaningful, and germane to the audience participating. This represents an additional 1,400 hours, adding up to a 2,000-hour training estimate, which is included in the cost of this Agreement. This front-end time (two-thirds of Adapt’s total effort) is directed at the following sample of planning, preparation, validation, and materials development work:

During the Assessment Phase – Adapt will work with the “in-scope” agencies/department to assess their levels of IVR understanding and competency. Important aspects of this assessment will include identification of contact people for interaction with central IVR management, their roles in the future environment, and translating these needs into the actual training curriculum. Particular emphasis is placed on making sure the training speaks clearly to their new system responsibilities and how they can best avail their departments to the benefits afforded by new functions and features. A training requirements and needs document is prepared at the end of this work.

During the Implementation phase – Adapt will develop a formal training plan based on the above training requirements. The training plan includes the curriculum and the methods of training delivery, such as “Train the trainer” approach, online training availability, and any agency/departmental nuances. Upon approval of the training plan by the County, the team will begin training material development, tailoring for unique departmental issues where necessary.

During the Deployment stage – Adapt will prepare the training environment, schedules classes, finalizes the training materials, and delivers the training just in time for “go-live.”

The training budget takes into consideration the number of “in-scope” agencies/departments, the potential for unique processes and requirements, and the need for a few “refresher” classes to deal with unforeseen contingencies.

Adapt will deliver the training classes described in the below table, subject to refinement and confirmation with the County as described in the Organizational Impact deliverables.

#	Class Name	Class Description	# of Classes	Class Size	Hours Per Class	Total Hours
1	IVR Functionality - Site Managers (for Operational Administrators)	Fully understand both the IVR management tools to change options as future needs dictate, general Attendant revisions, such as prompt changes by department	25	up to 5	4	100
2	System Administrators (for IT Administrators)	For Attendant structure and maintenance functionality (including adding new DNIS, change out of prompts, etc)	4	up to 5	8	32
3	Business User Training (supervisor and agents)	General call flow for the business users' associated agency. The primary objective is to Help staff educate callers who are having issues navigating the IVR and/or using the self-help functions.	70	up tp 10	2	140
4	Reports Training (for departmental managers, supervisors, business analysts)	Learn how to generate statistical reports by department	40	Up to 5	4	160
5	UAT Training	Prepare the Users participating in the User Acceptance Testing (UAT), includign UAT test scenario development, execution of test and reading of test results	56	up to 5	3	168
Total			195			600

Technical Training

During Phase A, agency and departmental IT staff responsible for administration and configuration of their specific IVR components will participate in technical training developed and provided by the on-site Adapt team (see above). This training will be geared to satisfying local needs and requirements as well as those activities needed for coordination with the "central" administration.

Adapt will offer technical training by ININ for one technical resource selected by the County as responsible for central or County-wide IVR control and administration. It is assumed that this Manager's duties will include responsibility for the central management of the new IVR system, providing agencies and departments with SME assistance, and administering coordination directives. Typically this role will have security and access rights to the entire system, delegating operational permissions and access to agencies and departments on an as needed basis. Technical training for the designated County IVR Manager includes the following Interactive Intelligence training:

No.	Instructor Led Course Name	Duration	Course Description
1	Interaction Center Handler Developer (ICHD) Training	5 days	This course addresses the development environment for the IC Platform, preparing students to be successful in application development and platform customization.
2	Interaction Attendant Configuration	3 days	This course provides the student with experience in designing, building and testing Auto Attendant Inbound Call menus and IVR nodes, as well as building advanced IVR menus that include subroutines, connecting to databases, and Custom E-Mail routing.
3	Interaction Dialer Administration	4 days	In this course, students will get hands-on exposure to the Interaction Dialer containers in Interaction Administrator used for campaign creation and management.

4.9 Documentation

User and Technical Documentation

Adapt will prepare and deliver technical and user support documentation—a key tool in the knowledge transfer work. IVR technical and user documentation, including system administration documents, are listed as follows:

1. General systems information
2. IVR call flows
3. Reporting
4. Administrative functions
5. HELP information
6. Jobs/programs/systems/operations documentation
7. Functional descriptions
8. Frequency of operations
9. Rerun and restart procedures
10. Messages

Technical Documentation

1. The IVR/CIC System Operations Manual contains the System documentation. It consists of detailed explanations and support procedures for IVR interfaces and software modules.
2. IVR/CIC System troubleshooting scripts will use documented flow diagrams and directed troubleshooting questions to improve the ability of County technical staff to resolve user functional issues and pinpoint and troubleshoot technical problems. These scripts will initially be used in IVR System technical training for County staff and will continue to serve as a reference for supporting the IVR application.

User Support Documentation

1. The IVR/CIC System has detailed online help features for the IVR end-user processes.
2. As determined necessary, quick reference and process cards to guide a user through particular IVR system functions may be provided at selected training sessions.
3. The IVR Administration Manual is composed of the procedures and processes for the IVR/CIC System applications and infrastructure. The manual includes operational and functional descriptions of the IVR/CIC System functions under the administrative and supervisory staff's responsibility, including:
 - Security setup and administration
 - System implementation procedures
 - Support table maintenance
 - Supervisor overrides of normal business functions
 - Administrative/supervisory-only functions
 - User applications

4.10 Standard Support

Adapt will include Standard Support in the cost of the initial purchase of the CIC solution and will be renewed annually. The services provided include support for the Client Interaction Center (CIC) system, any additional ININ modules, and Adapt proprietary software, if any. See Attachment C for additional information.

Standard Support shall also include, as part of the costs set forth in this Agreement, Adapt's responsibility for the following actions: (1) the purchase of all annual software maintenance and support services from Interactive Intelligence, Inc. ("Interactive") as described in Article 3.2 of Attachment E to this Exhibit, (2) the timely annual registration of Interactive software as described in Article 3.3 of Attachment E to this Exhibit, and (3) the installation of updates, corrective code and modifications for the Interactive Software that Interactive makes available free of additional charge to customers that have paid for a current Annual Support Plan, so that the County may avoid warranty exclusions described in Article 4.4 of Attachment E to this Exhibit; provided that Adapt shall have no obligation for such installation upon the explicit written refusal of the County to accept such installation.

Adapt will provide all support at the service levels set forth in Attachment C to this Exhibit.

5. Project Assumptions

Many factors contribute to the success of a project of this nature and also to the cost of the overall effort. Adapt calculations and estimates for this project considered the principal drivers such as project scope, complexity, implementation approach, and duration of the effort. We also made assumptions about County participation, the technical environment, and those tasks outside of our direct control. These overall, staffing, and technical environment assumptions are as follows:

Overall Project Assumptions

1. All changes in project scope, assumptions, deliverables, or project plan are managed using Adapt's standard change control procedures (or similar County Change Control Process) described in section 5.1– Change Control Process.
2. Timely review and acceptance of project deliverables is essential to project success and it is assumed that the County will complete such reviews within five working days from the date of submission and return to Adapt a notice of acceptance and approval accompanied by a consolidated comments in the format specified. Failure to provide a written acceptance by the timelines noted in the Project Schedule will constitute acceptance and the Project Team will proceed in accordance with the Project Plan.
3. All Services, materials and communications are conducted in English, unless otherwise specifically noted (For clarification, this English requirement refers to the language used in conducting the project and in deliverables, not the IVR recordings).
4. The County understands and accepts that deliverables deadlines assigned to both the County team and Adapt team as outlined in the agreed upon project plan must be met in order to complete the project on time and meet the system "Go-Live" date.

Staffing Assumptions

5. The County will assign a Project Manager prior to or at the point of contract signing to work closely with the Adapt project team. The Project Manager's responsibilities include facilitating communication and meetings between Adapt and client personnel, serving as the primary contact for receipt and approval of deliverables, and the management of other client responsibilities as described in this proposal. The County will make available the resources specified in a mutually agreed upon project schedule and work plan.
6. The County will designate Agency/department communication Liaisons who will work closely with leaders from the affected Agencies/department to help them understand how they can use their status and influence to generate project support among their employees and staff. The liaisons also help design appropriate outreach events (such as design workshops, agency awareness sessions, Executive Committee presentations, and go-live prep events) so those affected by the IVR project effort can participate in decisions that impact them and air their concerns.
7. The County will provide technical resources to assist the Adapt Project Engineer with implementation of hardware and software components, network configuration, and other technical requirements.
8. The County will provide resources as agreed upon and identified in the project work plan to assist during the times specified with all project deliverables including, but not limited to, installing client-side software, placement of telephones, user acceptance testing, and cutover

assistance. The County's Support Operations team, network administrator, infrastructure administrator, database administrator, telephony system administrator, and help desk team are expected to be available onsite throughout the duration of the project as needed, and at "Go-Live/Cutover."

9. The County will provide a qualified individual who is versed in any third party system or application that Adapt will integrate with.
10. The County will provide access to resources who have working knowledge of windows networking (included but not limited to DNS, DHCP, Active Directory), server management, physical wiring, Microsoft Exchange (or whichever mail platform is specified), Microsoft SQL, Mainframe configuration and applications, and general network configuration (including but not limited to VLAN, QoS, security, WAN and LAN management). If the County cannot provide these resources internally they may contract Adapt through our change control process.
11. The County will identify a Project Sponsor who will serve as the escalation point for the project

Technical Environment Assumptions

12. The County will provide the Adapt Implementation team access to and connectivity with all affected systems, networks, and data as requested and determined necessary to perform in-scope activities. The County will provide all technical details within its possession and that it may disclose for programming interoperation with those systems (included but not limited to database schemas, Mainframe screen information and navigation, and web service API's).
13. The County will provide the necessary server/networking infrastructure to implement and utilize the system, such as the SQL Server used for reporting and the Exchange Server used for e-mail notifications, subject to review and approval by the County's Chief Information Security Officer. Adapt will work with team to review the County facilities infrastructure and identify any adjustments the facilities team needs to implement.
14. Hardware will be delivered on time, network and wiring installation in accordance with the mutually agreed upon project schedule and in working condition, and 3rd party vendor deliverables such as Telco circuit installations and changes will be performed as required by the mutually agreed upon project schedule.
15. The County is responsible for ensuring that all workstations meet any minimum requirements set forth by Interactive Intelligence that are included in this Agreement.
16. The County will provide unencumbered remote access to servers and gateways for remote installation and configuration of software, subject to review and approval of the County's Chief Information Security Officer.
17. The County is responsible for licensing compliance (i.e. Avaya, Oracle, Outlook/Exchange, server/processor/user/device licenses, etc.) for all software programs, including but not limited to, any new or pre-existing software program to which the CIC system may make use of or connect to.
18. The County is responsible for any hardware (servers, gateways, phones, headsets, etc.) purchased by the County through a 3rd party vendor. This includes the hardware, hardware support, and troubleshooting of any issues related to this hardware.
19. The County will provide for the appropriate licensing, hardware, and engineering resources for their existing Avaya PBX's in order to utilize SIP integration between the proposed CIC IVR and

the County's PBX's. The County will provide for port licensing on their Avaya PBX's that allow for the CIC IVR to be running at full capacity, concurrently with the existing Avaya IVR's, in order to facilitate as smooth a transition between systems as possible. If the County desire options for connecting to Avaya PBX's via T1 or PRI, additional hardware and services costs will need to be scoped and added to the project.

20. The CIC configuration uses SIP trunk integration to the Avaya systems for the IVRs. SIP Trunking between the CIC IVR and the Avaya PBX's is the recommended configuration due to the lower complexity and better flexibility of this integration, compared to the traditional voice circuit connections (i.e., T1 or PRI). However, should one or more of the Avaya PBX's not be able to support SIP trunking, and specifically to receive SIP REFER transfers of calls from the CIC IVR that need to transfer to an Avaya ACD queue, then a T1/PRI integration will be done. In this event, a Change Order following the Change Order Process (see Section 5.1) might be required (depending on whether just some, or all of the Avaya PBX's have limitations), to remove the Ingate SIParator(s) from the configuration and replace them with voice gateways, which would in turn provide T1/PRI connectivity to the Avaya PBX(es).
21. The County's WAN and LAN environment supports QoS end to end, and VLANs.
22. The County is responsible for general network and desktop troubleshooting and optimization.
23. The County will provide Adapt with VPN access to the servers and voice gateways that are part of the CIC solution during implementation. The County may choose to utilize Adapt's GoToAssist solution for subsequent support.
24. The County will provide Internet access from the CIC servers, with access granted to the Adapt and Interactive Intelligence FTP sites.
25. The County has a Windows 2003 domain or higher.
26. If a dedicated SQL server is not provided for the CIC system, a dedicated SQL instance is recommended for the CIC databases. DBO level access to the CIC database is recommended, otherwise access to a DBA from the County with appropriate access will be required to assist with all necessary changes and installation of the database.

Integration Assumptions

27. Adapt assumes that there will not be any third-party integration cost (similar to the McKesson "certification" cost) for the eleven (11) divisions/departments identified for Phase B. Should such cost be identified during the project, the Adapt project manager will manage this using the Change Control Process described in Section 5.1 of this SOW.

Facilities and Security Access Assumptions

28. Upon reasonable notice to the County and upon County approval not to be reasonably withheld, the County will provide the Adapt team remote access or after-hours access and weekend access to the project sites. This includes administration-level system access to the specific servers in the CIC solution.
29. The County will provide the Adapt team access to all necessary equipment during the agreed upon date and time of installation.
30. The County will provide a safe and secure work environment.
31. The County will provide workspace for the Adapt Team while on-site. If direct access for Adapt equipment is not available the County will provide a computer with network access. The County will also provide telephone access for Adapt employees while on site.
32. The County is responsible for racking, powering, providing network access, and login credentials to all devices to be configured or utilized by Adapt unless otherwise specified in the work order
33. The County is to provide a proper training facility that will be available and ready before the onsite training visit according to the specifications outlined by the project team.

Reporting Assumptions

34. Standard CIC reports will be provided for licensed users and custom reports as specified in the reporting requirements.

35. Testing Assumptions

36. The County is responsible for developing any use case test plans as well as performing the use case testing during the User Acceptance Testing portion of the project.

Cutover/Go-Live Assumptions

37. The County is responsible for managing the help desk process (or similar functionality) during the Cutover/Go Live. The County will be responsible for staffing the help desk and create an incident log, or tickets in the County's help desk system. The County's help desk team should attend the Administrator Training.
38. The County is responsible for providing all necessary data requested in the Data Collection Workbook. Once Administrator Training has been completed, the County will be responsible for all system administrative changes. After the system is in production the County is responsible for any changes to Call Flow or Attendant that are not part of the original approved Call Flow Visio unless a Change Order has been executed and Adapt has been contracted to perform the work.

5.1 Change Control Process

Adapt recognizes that changes may occur during the course of our work, and these could affect cost, schedule, scope, or work products. It is essential to our collective success that processes are in place to deal with these in a manner that makes them manageable, understood, and accommodated within an updated project plan. A proposed change process is outlined below and, subject to the County review and acceptance, will be used for all change matters that occur during this project.

Proposed Change Control Process	
Step	Description
1. Identify and log the request	Project team or users identify a change request need and log it for tracking through the process.
2. Assign for analysis	Most change requests require research and analysis to determine project impact and identify alternative solutions. Our Project Manager has responsibility for this work and works with our team and your staff to determine and prepare a recommended course of action. Often changes can be accommodated within the existing project framework and are incorporated with no further actions. Those involving cost, schedule, scope, or work products, are moved along to the following next steps.
3. Assess options	Options are considered, business benefits are analyzed and discussed with your user team, and impacts on the project schedule and resources are assessed.
4. Decide on a course of action	For changes that impact cost, schedule, scope, or work products, the Project Manager, in conjunction with the County's Project Manager, decide on a recommended course of action.
5. Secure approvals	Changes impacting cost, schedule, scope, or work products require the approval of project leadership and the County's Chief Procurement Officer. As determined by you, certain requests may require involvement of the Executive Steering Committee (or project Sponsor), depending on their size, cost, and scope.
6. Issue Change Order	A formal Change Order is issued upon the above approval. The change order amends Adapt's contract and the affected schedules. The change order is incorporated as a formal amendment to our contract with you.
7. Log and communicate decision	The Change Order is logged and its impact is communicated to the project team, users, project sponsors and any others (e.g., ININ) affected by the change.
8. Update plans and budgets	Project plans, lists of deliverables, and any other project control documents are revised to reflect the additional work effort, scope change, and/or and schedule impact.
9. Document completed work	The originator and project management team are responsible for incorporating the change into regular project reporting and subject to the same completion and quality standards.

6. Key Personnel

Adapt will provide the County with qualified resources to perform the work represented in this SOW. Following the acceptance and approval of this contract by the Cook County Board of Commissioners and the establishment of a firm start date, Adapt will provide the County with the names and resumes of key project resources.

Adapt understands the County's expressed requirement to have qualified and experienced resources assigned to the project. Any Adapt substitutions to the key personnel identified in the proposal must possess management skills and years of experience comparable to or greater than those of the people represented originally. Adapt also understands that the County has to approve all key personnel and reserves the right to reject any proposed staff considered unacceptable.

Key Personnel roles are

- Project Manager
- Functional Lead
- Technical Lead
- Solution Architect

7. Project Signoff Procedures

Adapt assumes that Project sign will occur three weeks following the “Go-Live” date. The sign-off steps include:

Step 1 – Adapt and Cook County project managers review items on the issue log and “system bug” list and agree to remediation steps, if any. .

Step 2 – Adapt and Cook County project managers review project compliance against the Contract Performance review acceptance criteria and formulate steps to deal with any outages.

Step 3 – Adapt and Cook County executive teams, using the above as a framework, together review and assess the combined project experience and address any remaining issues.

Step 4 – Adapt will summarize these discussions, secure Cook County’s Project Sponsor understanding and acceptance, and issue a formal “close out” letter.

7.1 Contract Performance and Acceptance

The table below lists the contract performance review items, acceptance criteria and Adapt’s response.

Contract Performance Review item	Description – acceptance Criteria	Acceptance via	Adapt Response and Clarifications
1. Project Goals and Objectives			
a. Replace and consolidate all existing IVR systems with a single solutions;	All IVR functions routed through a single solution	Acceptance form signed by PM and Project Sponsor	Yes
b. Increase customer service visibility;	System provided management easy, and independent from vendor support, access to metrics and reports that can measure this objectives	Acceptance form signed by PM	<p>Yes. Through the graphical interface, administrators are able to easily locate and review the current functionality being offered through the IVR.</p> <p>Call-flow can also be easily adjusted to present callers with an option to reach a representative quickly, by moving the transfer to user mode higher in the sequence.</p> <p>Acceptance criteria Metrics are available in reports to easily track the number of callers who are choosing customer service nodes, whether this is live person or self-help option. The Adapt IVR Reports package provides additional visibility into IVR functions by providing statistics on specific call flow and self-help events, such as denial of service and response time from the integration points with other</p>

			systems.
c. Track and manage response times	System provided management easy, and independent from vendor support, access to metrics and reports that can measure this objectives	Acceptance form signed by PM	Yes. From an IVR perspective, there are multiple reports that display metrics on duration of callers while navigating the IVR, as well as statistics on how often a specific call path is repeated. This will help Cook County determine if a call flow needs to be altered, i.e., specific prompts or sequence is confusing to callers.
d. Achieve 95% call response or less than 5% abandon rate	System provided management easy, and independent from vendor support, access to metrics and reports that can measure this objectives	Acceptance form signed by PM	Yes. From an IVR perspective, reports are available to provide statistics on exit points, e.g., where callers transfer out to representatives or self-help options, as well as at what point in the call flow that users abandon. These reports will assist Cook County in determining efficiency of call flow, as well as aid in determining caller wait tolerance.
e. Improve reporting	System provided management easy, and independent from vendor support, access to metrics and reports that can measure this objectives	Acceptance form signed by PM	Yes
f. Reduce the time that staff spends answering phones and thus, better allocate resources	System provides management real-time access to system data/dashboards that visually display agent allocation	Acceptance form signed by PM	Yes. During Phase 1 of the project, in addition to reviewing the as is call flows, there is an opportunity to identify additional areas of self-service that could be implemented to increase self-help options, eliminating those having to be answered by County Staff, reducing their phone time, which allows for more efficient allocation of their time off of the phone. Dashboards and agent allocation will be delivered during future Contact Center phases.
g. Achieve first call resolution for most calls	System provided management easy, and independent from vendor support, access to metrics and reports that can measure this objectives	Acceptance form signed by PM	Yes. From an IVR perspective, creating clear prompts that assist callers in navigating the call flow can heavily influence FCR. Statistics mentioned in item a above will assist in determining if callers are understanding the

			prompts and necessary key presses to reach the correct department and/or function.
2. System Reliability	System architecture supports automatic load balancing, mirroring, and automatic failover to backup location	Form signed by PM and Telecom Director	Yes
3. System Scalability	Initial design efforts can be replicated anywhere in the organization ("design once, deploy anywhere")	Form signed by PM and Telecom Director	Yes
4. Project Transition	Vendor submits all acceptance forms for all deliverables – as accepted and signed off at each phase including UAT signed forms.	Acceptance form signed by PM	Yes
5. Budget and Schedule	Key deliverables were executed on time and on budget. Project costs were contained to/or about the originally agreed amount. A final report should be presented for signoff.	Final Report signed by PM	Yes, based on the project plan and project assumptions agreed to at project start.

8. Professional Arrangement

Based on the assumptions, staffing, schedules and scope described in this SOW, Adapt and the County agree to the following professional arrangement:

- **Standard Support**
Standard Support as set forth in this Exhibit and Attachment C to this Exhibit, and which shall also include, as part of the costs set forth in this Agreement, Adapt's responsibility for the following actions: (1) the purchase of all annual software maintenance and support services from Interactive Intelligence, Inc. ("Interactive") as described in Article 3.2 of Attachment E to this Exhibit, (2) the timely annual registration of Interactive software as described in Article 3.3 of Attachment E to this Exhibit, and (3) the installation of updates, corrective code and modifications for the Interactive Software that Interactive makes available free of additional charge to customers that have paid for a current Annual Support Plan, so that the County may avoid warranty exclusions described in Article 4.4 of Attachment E to this Exhibit; provided that Adapt shall have no obligation for such installation upon the explicit written refusal of the County to accept such installation.
- **Professional Voice Services**
Currently, professional voice services are out of scope for this Agreement. Should the parties determine that professional voice services are required, this Agreement shall be modified pursuant to Section 10.c of this Agreement; and such modification may be subject to M/WBE participation requirements.
- **Rate per hour for Professional Services**
Adapt agrees to the rate of \$148.75 per hour for professional services, except for after-hours "Code Red support" as set forth in Section C.6 to Attachment C (Standard Support) to Exhibit 1 of this Agreement. Should the parties determine that such professional services are required, this Agreement shall be modified pursuant to Section 10.c of this Agreement; and such modification may be subject to M/WBE participation. Prior to the County's optional exercise of each two subsequent two-year renewal option terms, the parties shall negotiate mutually agreeable rates for the professional services during such two year renewal term.
- **Not-to-Exceed Fee arrangement**
Adapt shall not bill the County for any unexpended hours. Adapt will bill only for hours worked, capped at the not-to-exceed price quote as listed in the tables below. Adapt's not-to-exceed fee arrangement means that it shall deliver an IVR that meets all functional requirements marked as in-scope in Attachment A to this Exhibit, at the total cost of \$3,549,327.55. Subject to requirements for County assistance set forth herein, Adapt bears sole responsibility and cost for ensuring that the IVR meets the in-scope functional requirements set forth herein at the total cost of \$3,549,327.55.
- **Cost for McKesson Certification**
Adapt agrees to absorb the estimated \$20,000 cost for McKesson Certification; County shall be responsible for McKesson Certification costs that exceed \$20,000. In return, the County agrees that Adapt will be able to use the McKesson certified integration specifications, including design specification, database layout specification, acceptance criteria, test plan and test scripts], on other Adapt projects.

- The "Not to Exceed" Price for Phase A, Phase B and Specialty Hardware **Sub-Totals \$3,804,579.00**. The detailed cost breakdown is provided in Attachment D – Cook County IVR Contract Pricing Details

ID	Cost Description	Year One Cost	Year Two Costs	Year Three Costs	Total Year one to Year Three Costs
1.001	*Project Cost - Current IVR Users	\$ 2,346,063.18	\$ -	\$ -	\$ 2,346,063.18
1.002	**Project Cost - Current non-IVR Users	\$ 1,075,640.30	\$ -	\$ -	\$ 1,075,640.30
	Support, and Maintenance Costs - Current IVR Users	\$ 120,210.10	\$ 120,210.10	\$ 120,210.10	\$ 360,630.29
	Support, and Maintenance Costs - Current non-IVR Users	\$ 7,415.08	\$ 7,415.08	\$ 7,415.08	\$ 22,245.24
1.003	Total Year 1 to 3 Cost	\$ 3,549,328.65	\$ 127,625.18	\$ 127,625.18	\$ 3,804,579.00
1.004	Support, and Maintenance Costs - Current IVR Users	\$ 120,210.10	\$ 120,210.10	\$ 120,210.10	\$ 360,630.29
1.005	Support, and Maintenance Costs - Current non-IVR Users	\$ 7,415.08	\$ 7,415.08	\$ 7,415.08	\$ 22,245.24
1.006	Software/Functionality - Current IVR Users	\$ 528,107.75	\$ -	\$ -	\$ 528,107.75
1.007	Software/Functionality - Current non-IVR Users	\$ 41,640.30	\$ -	\$ -	\$ 41,640.30
	Specialty Hardware that can only be purchased from Adapt	\$ 96,245.00	\$ -	\$ -	\$ 96,245.00
1.008	Professional Services - Current IVR Users	\$ 1,721,710.43	\$ -	\$ -	\$ 1,721,710.43
1.009	Professional Services - Current non-IVR Users	\$ 1,034,000.00	\$ -	\$ -	\$ 1,034,000.00
1.010	*Total Project Cost to Consolidate and Replace Existing IVRs	\$ 2,466,273.27	\$ -	\$ -	\$ 2,706,693.46
1.011	**Total Project Cost to Add all Current non-IVR Users	\$ 1,083,055.38	\$ -	\$ -	\$ 1,097,885.54

ID	Item (servers, PCs, laptops, telephones etc.)	Specifications	Unit of Measure	Cost per Unit	Quantity	Total Cost
2.003	Media Server Hardware 2 year Care Pack Extension	Extend global 3 year Care Pack another 2 years on a DL360 Gen 8.	2-year pack - one-time fee	\$ 1,312.00	5	\$ 6,560.00
2.022	Media Server Hardware	HP DL360, Gen 8-based Media Servers with 3 years Care Pack - 4 hour response, 24x7	Server	\$ 9,975.00	5	\$ 49,875.00
2.025	Session Border Controller County Clerk	Connectivity to Avaya PBX for call transfers - 310 ports	Session Border Controller	\$ 24,210.00	1	\$ 24,210.00
2.026	Session Border Controller Stroger Hospital	Connectivity to Avaya PBX for call transfers - 100 ports	Session Border Controller	\$ 15,600.00	1	\$ 15,600.00
						\$ 96,245.00

- The "Not to Exceed" Price for Years 4, 5 and 6* of this Agreement is \$389,256.79. The detailed cost breakdown is provided in Attachment D – Cook County IVR Contract Pricing Details

The cost of support and maintenance services for Years 1 through 5 of this Agreement remain fixed at the cost specified in this Agreement; the cost of support and maintenance services for Year 6 of this Agreement is subject to price increase as set forth in this paragraph. The parties acknowledge that support and maintenance for Year 6 of this Agreement is unknown at this time and an estimate of five percent (5%) increase over the prior year is used as a temporary estimate for purposes of setting a contract ceiling (i.e., "not to exceed" amount). Instead, at the time that the payment for Year 6 of support and maintenance is due, the amount shall be calculated using the National CPI (Consumer Price Index) issued by the Bureau of Labor Statistics. The formulae for calculating the price is base year price * (current CPI/base year CPI). To calculate the Year 6 cost, the base year price will be Year 5. Prior to the County's optional exercise of each two subsequent two-year renewal option terms, the parties shall negotiate mutually agreeable rates for software maintenance and support services during such two year renewal term.

ID	Cost Description	Year Four Cost	Year Five Costs	Year Six Costs	Total Year Four to Year Six Costs
1.012	Support, and Maintenance Costs - Current IVR Users	\$ 120,210.10	\$ 120,210.10	\$ 126,220.60	\$ 366,640.79
1.013	Support, and Maintenance Costs - Current non-IVR Users	\$ 7,415.08	\$ 7,415.08	\$ 7,785.83	\$ 22,615.99
1.014	Total Year 4 to 6 Cost	\$ 127,625.18	\$ 127,625.18	\$ 134,006.43	\$ 389,256.79

- **\$4,193,835.79 is the TOTAL "Not to Exceed" Price for the initial six year term of this Agreement in its entirety.**
- **Performance Credits for Response Time and Escalation Time**
 For support and maintenance, Adapt agreed to provide performance credits to the County for delays in response time and escalation time. Adapt agrees that the credits assessed pursuant to this SOW shall be payable to the County upon demand and may, at the County's request, be used for additional professional services, or be set off against any monies due to Adapt under this Agreement and are reasonable under the circumstances existing as of the date this Agreement is entered into. The conditions for the performance credits are provided in the tables below. Code Red has that same meaning as set forth in Section C.8 of Attachment C.

For Response Time

Issue Class	Average Response Time	Conditions for Performance Credit
Non-Business Hours Code Red staffed by on-call support engineers, with outcalls cascading to support escalation manager and support manager if on-call support engineer does not answer	15 -30 minutes average (< 60 minutes overall)	Penalty starts 15 minutes after the County resource left the emergency voicemail. \$500 for every 15 minutes when Adapt has not responded to the County.
Code Red (business hours)	< 5 minutes (By Phone only)	Penalty starts 15 minutes after the County resource called Adapt Support and reported the Code red situation to a live engineer. \$500 for every 15 minutes when Adapt has not responded to the County.
High	< 10 minutes (Phone Only))	Penalty starts 15 minutes after the County resource has called Adapt Support and identified the call a High Priority Call to a live engineer. \$250 for every 15 minutes when Adapt has not responded to the County.
Medium	Phone : < 20 minutes Email: < 4 business hours	N/A
Low	Phone : < 20 minutes Email: < 4 business hours	N/A

For Escalation Time

Issue Class	Metric	Time Elapsed	Conditions for Performance Credits
Escalation for Code Red progress	Escalation to ININ Support is mandatory (may have been done sooner). Notification to Level 3 Support Engineer and Adapt Technical Escalation Manager (TEM).	Within 2 hours	Penalty starts 2 hours after the County reported the incident to Adapt Support. \$500 per hour until escalation occurs. Escalation only occurs if the system is still down, if system is back and running all escalation is stopped.
	Notification to Level 3 Support Engineer, Adapt TEM, Adapt Support Manager, and ININ Technical Team Lead (TTL) or Principal Engineer (PE)	Within 4 hours	Penalty starts 4 hours after the County reported the incident to Adapt Support. \$500 per hour until escalation occurs. Escalation only occurs if the system is still down, if system is back and running all escalation is stopped.
	Notification to Level 3 Support Engineer, Adapt TEM, Adapt Support Manager, ININ TTL/PE, ININ regional Support Manager	Within 1 day	Penalty starts 1 day after the County reported the incident to Adapt Support. \$500 per hour until escalation occurs. Escalation only occurs if the system is still down, if system is back and running all escalation is stopped.
	Notification to Level Support Engineer, Adapt TEM, Adapt Support Manager, ININ TTL/PE, ININ Regional Support Manager, ININ Support Director, and Adapt President	Within 2 days	Penalty starts 2 days after the County reported the incident to Adapt Support. \$500 per hour until escalation occurs. Escalation only occurs if the system is still down, if system is back and running all escalation is stopped.
Escalation for High Severity progress	Escalation to ININ Support is mandatory (may have been done sooner). Notification to Level 3 Support Engineer and Adapt Technical Escalation Manager (TEM).	Within 4 hours:	Penalty starts 4 hours after the County reported the incident to Adapt Support. \$250 per hour until escalation occurs. Escalation only occurs if the system is still down, if system is back and running all escalation is stopped.
	Notification to Level	Within 8 hours:	Penalty starts 8 hours after the County

	3 Support Engineer, Adapt TEM, Adapt Support Manager, and ININ Technical Team Lead (TTL) or Principal Engineer (PE)		reported the incident to Adapt Support. \$250 per hour until escalation occurs. Escalation only occurs if the system is still down, if system is back and running all escalation is stopped.
	Notification to Level 3 Support Engineer, Adapt TEM, Adapt Support Manager, ININ TTL/PE, ININ Regional Support Manager	Within 2 Days:	Penalty starts 2 days after the County reported the incident to Adapt Support. \$500 per hour until escalation occurs. Escalation only occurs if the system is still down, if system is back and running all escalation is stopped.
	Notification to Level 3 Support Engineer, Adapt TEM, Adapt Support Manager, ININ TTL/PE, ININ Regional Support Manager, ININ Support Director, and Adapt President	Within 2 days	Penalty starts 2 days after the County reported the incident to Adapt Support. \$500 per hour until escalation occurs. Escalation only occurs if the system is still down, if system is back and running all escalation is stopped.
Escalation for Medium Severity progress	Notification to Incident Owner, Level Two Support Engineers	Within 2 Days	N/A
	Notification to Incident Owner, Level Two Support Engineers, Level Three Support Engineers, and Adapt TEM	Within 5 Days	N/A
	Notification to Incident Owner, Level Two Support Engineers, Level Three Support Engineers, Adapt TEM, Adapt Support Manager, ININ Regional Support	Within 10 Days	N/A

	Manager		
Escalation for Low Severity progress	All low severity issues will be addressed in a "first come first serve" basis.	Average 10 days	N/A

Invoices are due 60 days after they are issued. At all times, Adapt shall issue invoices only upon Adapt's successful completion and the County's corresponding acceptance of key deliverables and project management deliverables, as set forth in this Exhibit's Section 4 and its subsections. In other words, under this Agreement, the County shall make milestone payments to Adapt.

Any additional work requested by the County and determined outside the scope of this SOW is subject to a Change Order and requires the approval of the County's Chief Procurement Officer. Change Orders amend this contract, may result in additional fees, and are executed as part of the change control process (described in Section 5.1). As part of this process, Adapt will estimate the time and cost of a change request and the impact it might have to overall pricing and the project work plan. The additional work will commence when the Change Order is accepted and signed by the County.

All specialty hardware shipped to the County shall be shipped F.O.B., DESTINATION, FREIGHT PREPAID. Arrangements shall be made in advance by Adapt in order that the County may arrange for receipt of the materials.

Truck deliveries will be accepted before 3:00 P.M. on weekdays only. No deliveries will be accepted on Saturdays, Sundays or County Holidays. The County is not responsible for delivery delays due to waiting times for loading and unloading at dock locations.

Attachment A –Requirements Matrix

At the “not-to-exceed” total costs described within this Agreement, Adapt shall deliver an IVR to the County that meets all of the functional requirements set forth in this Attachment A. Subject to requirements for County assistance set forth herein, Adapt bears responsibility and cost for ensuring that the IVR meets the in-scope functional requirements set forth herein. The scope of work for Phase A and B is focused on providing existing functionality used by the County, and building the technical foundation for expansion in the future. Those “out-of-the-box” features that are not in scope are requirements that are currently not used by the County, this includes features for contact center, skill-based routing, Speech recognition, and others.

SRM Requirements

No.	Requirements	Vendor Self-Score					Scope
		5 Identify the Box	4 Needs Info	3 Future Planned Data Version Identify	2 Not delivered New Vid PPTC Required	1 Customer Close Required	
1.001	System is web based and easy to use by business users (non-technical resources).	5	4				✓
1.002	System has the ability for external users to confirm, cancel, or reschedule previously scheduled events.	5	4				✓
1.003	System has the ability to call back based on agent availability and business rules.	5	4				✓
1.004	System allow individual departments to switch the automatic call back function on and off.	5	4				✓
1.005	System is available in multiple languages (English, Chinese, Polish, Hindi and Spanish at minimum).	5	4				✓
1.006	System has the flexibility to add more languages.	5	4				✓
1.007	System can intelligently direct calls to predetermined agents based on language selection. F.g. for Spanish, call is directed to one of four Spanish-speaking agents.	5	4				✓
1.008	System can be easily modified by authorized users to accommodate staff relocation. E.g. when a Spanish-speaking agent is relocated to a different location, an authorize user can quickly modify the system to adjust call routing.	5	4				✓
1.009	System allows authorized users to make modifications to existing configurations as needed by internal business.	5	4				✓
1.010	System can send SMS and MMS text messages to users.	5	4				✓
1.011	System allows authorized users within each department to create or modify scripts through a user friendly interface.	5	4				✓
1.012	System supports text-to-speech to ensure standard voice responses and bulletins throughout the County.	5	4				✓
1.013	System has surveys/polling capabilities.	5	4				✓
1.014	System allows callers to navigate the system using touch-tone (keypad).	5	4				✓
1.015	System allows callers to navigate the system using speech recognition.	5	4				✓
1.016	System can switch to touch-tone if unable to process speech.	5	4				✓
1.017	System generates automatic notifications based on business rules. E.g. system can send email notification to management when an event takes place.	5	4				✓
1.018	System allows internal users to subscribe or unsubscribe to receive notifications	5	4				✓
1.019	System support the delivery of all message types to numerous telephone numbers and/or numerous email addresses.	5	4				✓
1.020	System allows authorized users to configure delivery parameters including delivery window (e.g. 9 am to 8 pm), expiration date, voicemail or non-voicemail delivery.	5	4				✓
1.021	System detects multiple types of answering machines. Voicemail vs. answering machines.	5	4				✓

SRM Requirements (Cont'd)

1.022	System allows callers to transfer to an agent or get back into the main IVR without calling back.	Customer Interaction Center	5	✓
1.023	System is scalable, such that servers and phone lines can be easily added to the system as call volumes increase.	Interaction Administrator	5	✓
1.024	System can handle the average daily call volumes specified in the RFP.	Customer Interaction Center	5	✓
1.025	System handles pre-recorded speech files, (.wav and .vox file formats).	Customer Interaction Center / Interaction Dialer	5	✓
1.026	System allows authorized users to set up and save in advance, canned messages that can be distributed to callers when activated at a later date.	Interaction Attendant	5	✓
1.027	System can collect relevant information through the prompts and relay that information to the answering agent via a phone interface or a computer monitor, so that the agent does not have to ask for the information again.	Interaction Attendant / Interaction Designer	4	
1.028	System can collect relevant information through the prompts, relay that information to the answering agent, and keep that information available to the agent through the call.	Interaction Attendant / Interaction Designer	4	
1.029	System can collect information through the prompts and relay that information to a management interface real-time to assess current volumes, resolution times per agent, etc.	Interaction Center Business Manager	5	
1.030	System can audio record calls for quality assurance purposes and make all appropriate disclaimers to the caller.	Interaction Recorder	5	
1.031	System has built-in tools to identify potential customer service violations. E.g. triggers such as the combination of certain words with sudden call abandonment, etc. Please specify in the RFP response and notes column.	Interaction Analyzer	4	
1.032	System can return caller information where potential customer service violations have been identified. E.g. so that a manager can call back.	Interaction Analyzer / Interaction Recorder / Interaction Feedback	4	
1.033	System can alert management when potential customer service violations have been identified.	Interaction Center Business Manager	5	
1.034	System can monitor length of call for any user in the system.	Customer Interaction Center	5	✓
1.035	System supports multiple security access levels, including administrator accounts and management permission accounts.	Customer Interaction Center	5	✓
1.036	System is ADA compliant.	Customer Interaction Center	5	✓
1.037	System can automatically set business hours response times so that an automatic message is presented to a caller calling after or before business hours and during special holidays.	Customer Interaction Center	5	✓
1.038	System allows users to configure global (countywide) automatic messages.	Interaction Attendant	5	✓
1.039	System can place a caller on hold until the next agent is available and provide continuous updates, including approximate time to available agent.	Interaction Attendant	5	✓
1.040	System allows individual departments to configure wait-time messages or music such as "Did you know that Cook County provides..."	Interaction Attendant	5	✓
1.041	System has built-in tools or system processes to automatically conduct quality and error checks. Please specify the types of system procedures to perform these quality checks in your written response.	Customer Interaction Center	5	✓
1.042	System has built-in tools to allow management to identify (and mitigate) any infinite loops (e.g. A call type is not getting successfully directed and it takes the caller through multiple prompts without resolution).	Interaction Attendant	5	✓
1.043	System can trigger/prompt another system to generate documents (e.g. send a fax and/or email).	Customer Interaction Center	5	✓
1.044	System can integrate with website services. E.g. data captured by the IVR can update the Stand-By Juror information on the website. Please specify how and where the proposed system interfaces with websites to update information captured via IVR.	Interaction Attendant / Interaction Designer	4	✓
1.045	System has built-in capacity allocation functionality that would prevent system overload. E.g. preventing high volumes in one department from impacting or shutting down other departments.	Customer Interaction Center	4	✓
1.046	System can accurately track abandonment vs. IVR resolved (not dealt with by an agent, but resolved).	Interaction Attendant	4	✓
1.047	System has built-in quality assurance controls that trigger a warning when unusual patterns occur. E.g. multiple calls are being directed outside of the department/unit. Upon further investigation this may indicate that the system is erroneously directing calls to a different department.	Interaction Center Business Manager	4	✓
1.048	System complies with all Personal Identifiable Information (PII) Standards. Please specify in your response and in the notes column.	Customer Interaction Center	5	✓
1.049	System can return all the functionality of the current system.	Customer Interaction Center	4	✓

SRM Requirements (Cont'd)

1.051	System allows authorized users to set up and save, in advance, a library of canned messages that can be distributed to callers when activated at a later date; a message can be modified entirely or in part without needing to re-record the unchanged part.	Interaction Attendant / Interaction Client	5	✓
1.052	System detects an agent is unavailable after a defined length of time, or number of rings, and places the call back into the IVR queue for the next available agent.	Customer Interaction Center	5	
1.053	System allows users to set a phone to "unavailable" and "available" status.	Customer Interaction Center	5	
1.054	System can track wait times for any user in the system.	Customer Interaction Center	5	
1.055	System places internal call transfers (from other departments and agencies) on their respective place in the queue (E.g. if its transferred from internal department, call should not take priority over waiting callers).	Interaction Attendant / Interaction Designer	4	✓
1.056	System can process full and partial payments.	Interaction Attendant / Interaction Designer	4	✓
1.057	System allows callers to fast forward or skip bulletin messages	Customer Interaction Center	5	✓
1.058	System can transfer call to external organizations. E.g. State of IL Department of Human Services	Customer Interaction Center	5	✓
1.059	System can track caller history. E.g. This caller has called 5 times	Interaction Tracker	5	✓
1.060	System allows agent to type notes about callers.	Interaction Client	5	✓
1.061	System can automatically call to reminder patients of their upcoming appointments.	Interaction Dialer	5	✓
1.062	System can provide information based on entered data. E.g. provide polling place based on DOB, or clinic location based zip code.	Interaction Attendant / Interaction Designer	4	✓
1.063	System can interface with backend systems via a standard web call	Interaction Attendant / Interaction Designer	5	✓
1.064	System has built-in employee directory capabilities. Note that the County has multiple Active Directory implementations and thus multiple domains.	Interaction Client	5	✓
1.065	System can integrate with external data sources including SQL (list any limitations in the notes column)	Customer Interaction Center	5	✓
1.066	System can integrate with external data sources including Oracle (list any limitations in the notes column)	Customer Interaction Center	5	✓
1.067	System can integrate with external data sources such as the Mainframe	Customer Interaction Center	5	✓
1.068	System can integrate with McKesson Enterprise RX (Pharmacy System - XML, Oracle)	Customer Interaction Center	5	✓
1.069	System can integrate with .Net based solutions such as Case Management Systems (See Section 3.1. of the RFP)	Interaction Attendant / Interaction Designer	5	✓
1.070	System can handle outbound calls	Interaction Dialer	5	✓
1.071	System can accommodate all Cook County volumes as described in the RFP.	Customer Interaction Center	5	✓
1.072	System can accommodate additional volumes as more Divisions adopt the IVR.	Customer Interaction Center	5	✓
1.073	System time accuracy is maintained via the internet or other source.	Customer Interaction Center	5	✓
1.074	System automatically adjusts for Daylight Savings Time.	Customer Interaction Center	5	✓
1.075	System is capable of performing bidirectional data exchanges with other networked systems running various operating environments such as Windows, Unix, Linux, OS X, etc.	Interaction Attendant / Interaction Designer	5	✓
1.076	System can define a single agent as a multilingual agent and receive more than one call type under a single logon. E.G. a bilingual Spanish/English speaking agent's extension will be routed to English calls until a Spanish call is received, then the system will bump the Spanish call's priority to be the next call for that agent's extension. When finished with the Spanish call the agent will resume receiving English calls.	Customer Interaction Center	5	✓
1.077	System has the ability to give the caller the option to participate in an exit questionnaire to measure customer satisfaction at the conclusion of their issue.	Interaction Feedback	5	✓
1.078	Area Networked Microsoft SQL Servers utilizing certificates for authentication and data encryption.	Interaction Attendant / Interaction Designer	5	✓
1.079	System is compliant with all applicable statutes and regulations governing personal health information (PHI), such as HIPAA and HITECH.	Customer Interaction Center	5	✓
1.080	System is compliant with all other applicable statutes, regulations and industry-standards governing personally identifying information (PII), confidential information and sensitive information, such as Illinois' Personal Information Protection Act, the FTC Red Flags Rule, and PCI standards.	Customer Interaction Center	5	✓

SRM Reporting

No.	Requirements	Module (enter the name of the module that makes this functionality possible)	Vendor Self-Score	Inscope
			1 Not Custom 2 Future Release Planned <Date> Meet via 3rd Party 3 Future Release Planned <Date> Meet via 3rd Party 4 Needs Configuration 5 Meets "Out of the Box"	
2.001	System has built-in analysis tools.	Interaction Center Business Manager Phase A.	5	✓
2.002	System provides user friendly, robust ad-hoc reporting capability.	Interaction Center Business Manager Phase A.	5	✓
2.003	System can automatically generate periodic out-of-the-box reports that capture standard metrics. Use the notes column and written response to provide details.	Scheduled Reports - Phase A	5	✓
2.004	System tracks and allows users to run queries and reports on any, and all, data captured and processed in the proposed system, including performance data such as total number of calls processed per week/month/per agent, process time, process time per agent and call type, abandonment rate, etc.	Interaction Center Business Manager Future Phase.	5	✓
2.005	System provides real-time, configurable, user friendly dashboard functionality, summarizing key metrics and trends (E.g. see 2.004).	Interaction Center Business Manager Future Phase	5	✓
2.006	System allows users to capture and report key department statistics.	Interaction Center Business Manager Future Phase	5	✓
2.007	System provides robust search functionality.	Interaction Center Business Manager Future Phase.	5	✓
2.008	System supports exporting report files in multiple formats including Portable Document Format (PDF), Microsoft Excel, Comma-separated values (CSV) file(s).	Interaction Center Business Manager Phase A.	5	✓
2.009	System generates robust reports tracking call statistics in various ways: e.g., distinguishing between recording-answered and rep-answered calls.	Interaction Center Business Manager Future Phase.	5	✓

Attachment B – System Configurations

For Support, Maintenance and Other one-time fees Support, Maintenance, and other one-time fees

ID	Item	Description	Unit of Measure	Quantity
2.001	For Current IVR Users and Existing Functionality - Base Solution			
2.002	Adapt IVR Support & Maintenance	7 AM - 7 PM CST/CDT Remote Support, plus after hours patch / Service Update application during Adapt weekday after hours window.	Yearly - recurring	3
2.002.1	Oracle Incentives Software (discountable)			
2.002.2	Media Serve (discountable)			
2.002.3	Media Serve (not discountable)			
2.002.4	Adapt Software (discountable)			
2.002.5	Media new (not discountable)			
2.003	Media Server Hardware 2 year Care Pack Extension	Extend global 3 year Care Pack another 2 years on a DL360 Gen 8.	2-year pack - one-time fee	5
2.004	Main Solution VMWare Support & Maintenance (1 year)	ESSENTIALS KIT 1PK INCIDENT SUP EMAIL OR PHONE USE WITHIN 1YR	Yearly - recurring	3
2.005	Disaster Recovery - High Availability			
2.006	Adapt High Availability / Disaster Recovery Support & Maintenance	7 AM - 7 PM CST/CDT Remote Support, plus after hours patch / Service Update application during Adapt weekday after hours window.	Yearly - recurring	3
2.007				
2.008	DR VMWare Support & Maintenance (1 year)	ESSENTIALS KIT 1PK INCIDENT SUP EMAIL OR PHONE USE WITHIN 1YR	Yearly - recurring	3
2.009				
2.010	Interaction Dialer (Outbound IVR)			
2.011	Adapt Interaction Dialer (Outbound IVR) Support & Maintenance	7 AM - 7 PM CST/CDT Remote Support, plus after hours patch / Service Update application during Adapt weekday after hours window.	Yearly - recurring	3
2.012	Development / Staging			
2.013				
2.014	DR VMWare Support & Maintenance (1 year)	ESSENTIALS KIT 1PK INCIDENT SUP EMAIL OR PHONE USE WITHIN 1YR	Yearly - recurring	3

For Servers, PCs, Laptops, Telephones, etc.

ID	Item (servers, PCs, laptops, telephones etc.) For Current IVR Users and Existing Functionality - Base Solution Media Server Hardware	Specifications	Unit of Measure	Quantity
2.021		HP DL360, Gen 8-based Media Servers with 3 years Care Pack - 4 hour response, 24x7	Server	5
2.022	Main Solution VMWare Server	SMART BUY DL380P GEN8 E5-2640 255FF SVR Comment: HP Smart Buy ProLiant DL380p Gen8 2 x Intel Xeon E5-2640 6-Core (2.50GHz 15MB) 16GB (8 x 8GB) PC3L-10600 DDR3 1333MHz RDIMM (Low Voltage) (2 x 146 GB) SAS 15K SFF SC ENT HDD (13 x 300 GB) SAS 10K SFF SC ENT HDD 25 x Hot Plug 2.5in Small Form Factor Smart Carrier Smart Array P420/1GB (1 x 18BE 4PORT 331T Adapter with FBWC 2 x 750W MS Windows Server 08 R2 (5 universal CALS) 5 Year NBD Warranty	Server	1
2.023	Interactive Intelligence Documentation & Media	Installation and Configuration Guide, Release Notes, IC 4.0 Installation Checklists, Interaction Mail User Guide, IC Phone Features Card, Polycom SoundPoint IP301 SIP QR, Polycom Phone QR Card 320/330, Polycom Phone QR Card 430, Polycom SoundPoint IP 500/501/550 and 601/650 SIP QR Card, Interaction Client .NET Edition QR Card, Interaction Client .NET Edition Agent User Guide, Interaction Client .NET Edition Business User Guide, Interaction Mail Wallet Card and one DVD that includes all IC software as well as telephony drivers.	Documentation	1
2.025	Session Border Controller County Clerk	Connectivity to Avaya PBX for call transfers - 310 ports	Session Border Controller	1
2.026	Session Border Controller Stroger Hospital	Connectivity to Avaya PBX for call transfers - 100 ports	Session Border Controller	1
2.027	Disaster Recovery - High Availability			
2.028		SMART BUY DL380P GEN8 E5-2609 US SVR Comment: HP Smart Buy ProLiant DL380p Gen8 2 x Intel Xeon E5-2609 Quad-Core (2.40GHz 10MB L3 Cache) 8GB (2 x 8GB) PC3L-10600 DDR3 1333MHz RDIMM (Low Voltage) (4 x 300GB SAS 10K SFF SC ENT HDD) 8 x Hot Plug 2.5in Small Form Factor SC Smart Array P420/ZM 2 x 460W MS Windows Server 08 R2 (5 universal CALS) 5 Year NBD Warranty	Server	1
2.029	DR VMWare Server Development/Staging	SMART BUY DL380P GEN8 E5-2609 US SVR Comment: HP Smart Buy ProLiant DL380p Gen8 2 x Intel Xeon E5-2609 Quad-Core (2.40GHz 10MB L3 Cache) 8GB (2 x 8GB) PC3L-10600 DDR3 1333MHz RDIMM (Low Voltage) (4 x 300GB SAS 10K SFF SC ENT HDD) 8 x Hot Plug 2.5in Small Form Factor SC Smart Array P420/ZM 2 x 460W MS Windows Server 08 R2 (5 universal CALS) 5 Year NBD Warranty	Server	1
2.030				
2.031	Development / Staging VMWare Server		Server	1

For Software (See Attachment D for Pricing)

ID	Software Functionality	Module Name	Unit of Measure	Quantity
For Current IVR Users and Existing Functionality - Base Solution				
3.001	Server Licenses	CIC Server Licenses	group	1
3.002	Client Licenses	CIC Client Licenses	group	1
3.003	Client Licenses - Reporting Users (Concurrent)	CIC Client Licenses	group	10
3.004	Session Licenses	CIC Session Licenses	group	1
3.005	Interaction SIP Proxy Licenses	SIP Proxy Licenses	group	1
3.006	Media Server Licenses	Interaction Media Server Licenses	group	1
3.007	Adapt Software Licenses	Adapt Software Licenses	group	1
3.008	Text-To-Speech Licenses	Text-To-Speech (English, Spanish, Polish, Chinese, Hindi)	group	1
3.009	Training	Instructor-led or Online Course/Package Name	group	1
3.010	VMWare Licenses	V5 ESSENTIALS KIT 3HOST MAX 2CPU PER HOST	each	1
3.011	MS SQL Server 2008 - Server + 5 CAL	MS SQL Server 2008 - Server + 5 CAL	each	1
3.012	Disaster Recovery - High Availability			
3.013	CIC Server Licenses	CIC Server Licenses	group	1
3.014	Text-To-Speech Licenses	Text-To-Speech (English, Spanish, Polish, Chinese, Hindi)	group	1
3.015	VMWare Licenses	V5 ESSENTIALS KIT 3HOST MAX 2CPU PER HOST	each	1
3.016	Interaction Dialer (Outbound IVR)	Interaction Dialer Server License	group	1
3.017	Server Licenses	Instructor-led or Online Course/Package Name	group	1
3.018	Training			
3.019	Development / Staging			
3.020	VMWare Licenses	V5 ESSENTIALS KIT 3HOST MAX 2CPU PER HOST	each	1
3.021				
3.022				
3.023				
3.024				



ATTACHMENT C – STANDARD SUPPORT

Adapt's National Support Center is located in Chicago. The Center is staffed with Interaction Center Certified Engineers (ICCE) offering support services 24x7x365, and live, help desk support 24x7, Monday through Friday.

The unique design of the CIC solution has at its core the "All-in-one" communication platform. This design allows for the use of an integrated administration tool that is common to all of the applications, making easy and practicable the remote support of our clients' systems, no matter their geographic location.

At the heart of our remote support model is a layer of security that allows our engineers, with the proper authorization from our clients, access and remote login to client servers. With this, our engineers are able to perform diagnostics, scan and isolate system problems, and initiate corrective actions with pre-arranged client permissions. Additionally, Adapt Support works very closely with the software manufacturer Interactive Intelligence by working with their support resources to resolve issues. With the shift to modern VoIP based solutions like the Interaction Center system, there is little to no need for on-site troubleshooting. All diagnostics can be performed remotely or with minor assistance from the client administrator.

C.1 Scope of Services for Standard Support

The scope of this agreement is to provide Adapt Standard Support services for the County's IVR system deployed for Phase A. Services provided as part of standard support include the following:

- **General support and troubleshooting**

Adapt Support department is staffed from 7:00 am to 7:00 pm CST, Monday to Friday, excluding holidays. Emergency coverage is available 24 hours a day, 7 days a week, including holidays. Problems identified by or reported by the County are diagnosed as to cause and assigned a remedy tract based on the needed solution: (1) CIC software solution, (2) Adapt-developed Software Solution, or (3) Combination Solution when interrelated problems exist. Adapt employs a feature rich ticket tracking system and provides the County proactive updates on issues throughout the investigation until the issue is resolved. The support provided is limited to issues that have been researched by the Adapt Support engineering team and have been established to be code issues acknowledged by Interactive Intelligence (ININ). The acknowledgement from ININ is indicated by a Software Change Request (SCR) designated to the issue.

- **Software Updates**

Software updates present specific challenges in scheduling so as to not interrupt the County's normal business operations. For software updates, we apply Interactive Intelligence defined "Service Updates", "Engineering Specials", and license regeneration, and add-ons as they occur and are identified as needed to correct issues. Software updates are those needing to be applied as determined through the course of investigation of issues with the County.

As code corrections are identified through these investigations, Adapt Support will work with the County to plan for an acceptable time to apply the code correction during non-business hours. The majority of this work is scheduled in advance to accommodate client operational needs and is performed by our Evening Engineer Group. These updates are scheduled with Adapt's evening

engineer between 7:00 pm CST and 4:00 am CST, Sunday to Friday and will be organized and facilitated by the daytime engineer working with the County on the issue.

Adapt Support has a robust process for managing the Service Update process including pre-review of all customizations, as well as documentation provided to the County and robust information management and coordination to assure a smooth process. Additionally, there is issue resolution follow up post update and a host of processes that minimize risk for the County and assures a successful code update.

NOTE: Service Updates are software changes that are applied as a full IC release matures. They are NOT IC Upgrade. Upgrades are a much larger endeavor and would be scoped and priced separately.



C.2 Service Level Objectives and Response Time

Service levels are provided as follows:

Issue Class	Average Response Time	Average Resolution Time (Stable Operation)	Root Cause Analysis
Non-Business Hours Code Red staffed by on-call support engineers, with outcalls cascading to support escalation manager and support manager if on-call support engineer does not answer	15 -30 minutes average (< 60 minutes overall,	< 15 minutes from time of engagement with the Support Engineer	< 2 weeks from the time of contact with Adapt Support
Code Red (business hours)	< 5 minutes (By Phone only)	< 15 minutes	< 2 weeks from the time of contact with Adapt Support
High	< 10 minutes (Phone Only)	< 3 days	< 2 weeks from the time of contact with Adapt Support
Medium	Phone : < 20 minutes Email: < 4 business hours *	5 Business days	n/a
Low	Phone : < 20 minutes Email: < 4 business hours *	10 Business days	n/a

Adapt Support hours of operation are: Monday – Friday 7 AM CST – 7 PM CST.

**NOTE:* Emails submitted late on Friday will be subject to times that extend over the weekend that are not considered business hours and will be addressed on the following Monday. So the following conditions apply:

- Emails submitted during non-business hours : < 14 hours response target
- Emails submitted during weekend hours : < 50 hours response target



C.3 Service Level for Escalation By Severity

Issue Class	Metric	Time Elapsed
Escalation for Code Red progress	Escalation to ININ Support is mandatory (may have been done sooner). Notification to Level 3 Support Engineer and Adapt Technical Escalation Manager (TEM).	Within 2 hours
	Notification to Level 3 Support Engineer, Adapt TEM, Adapt Support Manager, and ININ Technical Team Lead (TTL) or Principal Engineer (PE)	Within 4 hours
	Notification to Level 3 Support Engineer, Adapt TEM, Adapt Support Manager, ININ TTL/PE, ININ regional Support Manager	Within 1 day
	Notification to Level Support Engineer, Adapt TEM, Adapt Support Manager, ININ TTL/PE, ININ Regional Support Manager, ININ Support Director, and Adapt President	Within 2 days
Escalation for High Severity progress	Escalation to ININ Support is mandatory (may have been done sooner). Notification to Level 3 Support Engineer and Adapt Technical Escalation Manager (TEM).	Within 4 hours
	Notification to Level 3 Support Engineer, Adapt TEM, Adapt Support Manager, and ININ Technical Team Lead (TTL) or Principal Engineer (PE)	Within 8 hours
	Notification to Level 3 Support Engineer, Adapt TEM, Adapt Support Manager, ININ TTL/PE, ININ Regional Support Manager	Within 2 Days
	Notification to Level 3 Support Engineer, Adapt TEM, Adapt Support Manager, ININ TTL/PE, ININ Regional Support Manager, ININ Support Director, and Adapt President	Within 4 Days
Escalation for Medium Severity progress	Notification to Incident Owner, Level Two Support Engineers	Within 2 Days
	Notification to Incident Owner, Level Two Support Engineers, Level Three Support Engineers, and Adapt TEM	Within 5 Days
	Notification to Incident Owner, Level Two Support Engineers, Level Three Support Engineers, Adapt TEM, Adapt Support Manager, ININ Regional Support Manager	Within 10 Days
Escalation for Low Severity progress	All low severity issues will be addressed in a "first come first serve" basis.	Average 10 days

- User Education issues

County Support staffs when reporting problems need to provide the following information:

- Call id
- Number and type of users affected
- Frequency of occurrence
- Mechanisms of action--when the issue occurred, how was the situation re-created, source of the call (phone or client)
- Changes (recent or underway at the time of the problem event)

C.4.3 Recommended Operational Skills

The County is responsible for backing up the Interaction Center servers, including supporting servers, and providing a qualified, dedicated resource with the skills necessary to understand, troubleshoot and learn the CIC system. Adapt recommends that this resource have the following skills:

- Understanding of the Microsoft network environment including DNS, DHCP, and Active Directory
- Understanding of the network topology, including network architecture, switch settings, VLAN structure, QOS settings, IP addressing schemes, and SIP trunk termination points if they apply
- Understanding the CIC connection to supporting application servers such as Mail Servers and Database servers
- Understanding of basic troubleshooting methodology
- Ability to interact with end-users to collect problem descriptions and data for communication to Adapt Support
- Knowledge of how to facilitate the movement of logs to Adapt via FTP transfers
- Understanding of basic telephony concepts and knowledge of the facilities trunking information and the ability to contact the service provider

C.4.4 Adapt Access

The County is responsible for providing Adapt a remote access connection and FTP access to allow Adapt Support engineers the ability to have collaborative exchange and log transfers of specific case information with counterparts at Interactive intelligence, subject to the requirements of the County's Chief Information Security Officer. Adapt provides a Web-Ex like remote connection application that can be used for remote connectivity or Adapt can work with established vendor connection methodologies such as VPN, subject to the requirements of the County's Chief Information Security Officer.

C.5 Standard Support Services Assumptions

Adapt's standard support services and pricing provided in this proposal are developed based on the following assumptions:

For Software Updates and Upgrades

- Adapt Engineers, working with the County support team, determine the "Engineering Specials" or Service Updates necessary for the installation. Adapt personnel apply all Engineering Specials and Service Updates unless it is agreed that County staff, with the guidance of Adapt Engineers, is authorized to make the changes.

For Software Upgrades

- As new Interactive Intelligence products or product versions are released, Adapt reserves the right to manage the upgrade process with the County administrative team; provided that upgrades shall not negatively impact the functionality of the County's IVR. The term "upgrade" refers specifically to the Interaction Center platform releases coded by the 2.X and 3.X, and 4.X nomenclature. These are major release version migrations and will involve license migration considerations as well and will be planned as a project.

For Customization

- Customization is most often directed to "Handlers." Handlers are integral to the underlying programming of the system and are key components that direct system operability. Uncertified individuals should not undertake customizations of handlers. Support for any handler customization made by the County or any non-CIC certified third-parties is not in scope.
- When applying Engineering Specials or Service Updates to a system where the County has modified system handlers, Adapt will consider the work to apply the County's customizations to the new handlers out of scope except as described in our change control process. If the upgrading of such system handlers affects other County-customized handlers, work performed to bring such handlers back into their original functionality is also considered out of scope and is subject to our change control process.

Documentation

- A Support Services Handbook is available and distributed at the beginning of the support services. It provides a "how to" guide, explanation, definition of terms and contact information applicable to Adapt's support services. The support services handbook is updated regularly

C.6 Billable Items

- Additional cost will incur for after-hours “Code Red support”, which means work outside of the County’s normal business hours of 7:00 am to 7:00 pm CST, at an hourly rate of two hundred dollars (\$200) on a time-and-materials basis.
- When emergency support is used for “non-Code Red” situations outside normal business hours. The County will be billed for each call by the hour after post emergency analysis
- Adapt expects that 3rd party vendor is involved in the troubleshooting for integration with the CIC system. Additional cost will incur for time spent on non-participation from the 3rd party vendor. For example, if there was a failure with the Avaya PBX system and Avaya was not participating in the trouble shooting and resolution effort, the hours incurred by Adapt Support to trouble shoot will be billed accordingly.
- Additional cost will incur for time spent on correcting work that was not performed by Adapt at the normal agreed upon \$148.75 hour rate on a time-and-materials basis, unless such work falls within Code Red support as defined above.
- Any requests for updates to be done on the weekend (Friday 7 PM CST through Sunday 7 PM CST) will be billable and will require lead time to secure a resource

C.7 Scope Management

The following items are not covered under our Standard Support Services:

- MAC (Moves, Adds, and Changes) work such as reconfiguring call flows, adding users, changing existing configurations, etc
- Client questions and instruction on how to administrate and manage the CIC system and environment
- Any troubleshooting for issues external to the Interactive Intelligence software such as:
 - Network issues
 - Supporting system such as Database or Mail server
 - Domain management
 - Configuration of the CIC system in a manner that causes errors or undesired results
 - Problems determined to be user error
 - Issues with a third party integrated software
 - Issues with telephony circuits and the telephony service provider
- Hardware replacement services and diagnosis of Hardware issues
- Firmware updates to Hardware
- CIC system rebuilds from manual backups, due to failed applications and/or failed hardware
- General guidelines or education on the CIC architecture
- Third-party software and hardware that were not procured through ININ or Adapt’
- Any customizations including all Custom Reports and Custom Handlers

C.8 Definition

Code Red Situations include but are not limited to the following conditions:

- The primary CIC server is not running, or is providing no dial tone.
- A Call Center whose business model is to make outbound calls is unable make outbound calls for greater than 25% of the users, using Interaction Dialer and/or through the Interaction Client.
- 25% or more of a client's ACD agents are unable to receive calls.
- Where Call Recording is a compliance requirement for a customer's call center, 25% of the calls or greater are not being recorded.
- A call center that relies on faxing for core business needs cannot fax from greater than 25% of fax devices.
- If you employs a configuration that utilizes "live answer" operators, and these agents were not able to take calls
- If 25% of your users are not able to leave or retrieve VM.

NOTE: The IC system is installed in many unique environments, resulting in our customers having different definitions for what is considered a critical business processes. If you had a situation where your system was experiencing major problems, but they technically do not meet the criteria above and you contacted Adapt Emergency Support, we would still assist you.

High Severity

High Severity is defined by the ability to conduct normal business operations is severely impeded and that there are no work-around options to circumvent the issue

Medium Severity

Medium Severity is defined by the reported issue is a cause for concern but the application is largely functional

Low Severity

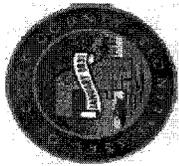
Low Severity is defined by the reported incident is an inquiry, error in documentation, or minimal defect in the system. These issues generally have no impact on normal operations.



INTERACTIVE INTELLIGENCE
Precision Edge. Proactive. 2013

Contract 13-18-078 Statement of Work (Exhibit 1)

ATTACHMENT D – Cook County IVR Contract Pricing Details



COOK COUNTY GOVERNMENT
Office of the Chief Procurement Officer
Cook County Interactive Voice Response System Consolidation and Replacement Project (RFP No. 13-18-078) - Agreed Final Pricing

Company Name Adapt Telephony Services

ID	Cost Description	Year One Cost	Year Two Costs	Year Three Costs	Total Year one to Year Three Costs
1.001	*Project Cost - Current IVR Users	\$ 2,346,063.18	\$ -	\$ -	\$ 2,346,063.18
1.002	**Project Cost - Current non-IVR Users	\$ 1,075,640.30	\$ -	\$ -	\$ 1,075,640.30
	Support, and Maintenance Costs - Current IVR Users	\$ 120,210.10	\$ 120,210.10	\$ 120,210.10	\$ 360,630.29
	Support, and Maintenance Costs - Current non-IVR Users	\$ 7,415.08	\$ 7,415.08	\$ 7,415.08	\$ 22,245.24
1.003	Total Year 1 to 3 Cost	\$ 3,549,328.65	\$ 127,625.18	\$ 127,625.18	\$ 3,804,579.00
1.004	Support, and Maintenance Costs - Current IVR Users	\$ 120,210.10	\$ 120,210.10	\$ 120,210.10	\$ 360,630.29
1.005	Support, and Maintenance Costs - Current non-IVR Users	\$ 7,415.08	\$ 7,415.08	\$ 7,415.08	\$ 22,245.24
1.006	Software/Functionality - Current IVR Users	\$ 528,107.75	\$ -	\$ -	\$ 528,107.75
1.007	Software/Functionality - Current non-IVR Users	\$ 41,640.30	\$ -	\$ -	\$ 41,640.30
	Specialty Hardware that can only be purchased from Adapt	\$ 96,245.00	\$ -	\$ -	\$ 96,245.00
1.008	Professional Services - Current IVR Users	\$ 1,721,710.43	\$ -	\$ -	\$ 1,721,710.43
1.009	Professional Services - Current non-IVR Users	\$ 1,034,000.00	\$ -	\$ -	\$ 1,034,000.00
1.010	*Total Project Cost to Consolidate and Replace Existing IVRs	\$ 2,466,273.27	\$ -	\$ -	\$ 2,706,693.46
1.011	**Total Project Cost to Add all Current non-IVR Users	\$ 1,083,055.38	\$ -	\$ -	\$ 1,097,885.54

ID	Cost Description	Year Four Cost	Year Five Costs	Year Six Costs	Total Year Four to Year Six Costs
1.012	Support, and Maintenance Costs - Current IVR Users	\$ 120,210.10	\$ 120,210.10	\$ 126,220.60	\$ 366,640.79
1.013	Support, and Maintenance Costs - Current non-IVR Users	\$ 7,415.08	\$ 7,415.08	\$ 7,785.83	\$ 22,615.99
1.014	Total Year 4 to 6 Cost	\$ 127,625.18	\$ 127,625.18	\$ 134,006.43	\$ 389,256.79



COOK COUNTY GOVERNMENT
Office of the Chief Procurement Officer

Cook County Interactive Voice
Response System Consolidation and
Replacement Project (RFP No. 13-18-
078) - Payment Schedule

Company Name Adapt

	Deliverable	SOW Sections	Phase A & B	Cost Per Deliverable
6.001	For Phase A and B			
6.002	Assessment Phase Project Management Deliverables for Month 1	4.2 Assessment Approach	Assessment Phase	\$ 37,400.00
6.003	Assessment Phase Project Management Deliverables for Month 2	4.2 Assessment Approach	Assessment Phase	\$ 37,400.00
6.004	Assessment Phase Project Management Deliverables for Month 3	4.2 Assessment Approach	Assessment Phase	\$ 37,400.00
6.005	Assessment Phase Project Management Deliverables for Month 4	4.2 Assessment Approach	Assessment Phase	\$ 37,400.00
6.006	IVR Business Requirements	4.2 Assessment Approach	Assessment Phase	\$ 106,800.00
6.007	IVR Technology Requirements	4.2 Assessment Approach	Assessment Phase	\$ 49,512.29
6.008	IVR Consolidation Plan	4.2 Assessment Approach	Assessment Phase	\$ 55,800.00
6.009	Integration Requirements	4.2 Assessment Approach	Assessment Phase	\$ 60,350.00
6.010	Data Migration Requirements	4.2 Assessment Approach	Assessment Phase	\$ 36,550.00
6.011	Change Management Strategy and Plan	4.2 Assessment Approach	Assessment Phase	\$ 86,400.00
6.012	Training Requirements	4.2 Assessment Approach	Assessment Phase	\$ 59,200.00
6.013	Transition Strategy and Plan	4.2 Assessment Approach	Assessment Phase	\$ 47,600.00
6.014	Implementation Phase Project Management deliverables for Month 5	4 Project Approach and Implementation Methodology	Implementation Phase	\$ 37,400.00
6.015	Implementation Phase Project Management deliverables for Month 6	4 Project Approach and Implementation Methodology	Implementation Phase	\$ 37,400.00
6.016	Implementation Phase Project Management deliverables for Month 7	4 Project Approach and Implementation Methodology	Implementation Phase	\$ 37,400.00
6.017	Implementation Phase Project Management deliverables for Month 8	4 Project Approach and Implementation Methodology	Implementation Phase	\$ 37,400.00
6.018	Implementation Phase Project Management deliverables for Month 9	4 Project Approach and Implementation Methodology	Implementation Phase	\$ 37,400.00
6.019	Implementation Phase Project Management deliverables for Month 10	4 Project Approach and Implementation Methodology	Implementation Phase	\$ 37,400.00
6.020	Implementation Phase Project Management deliverables for Month 11	4 Project Approach and Implementation Methodology	Implementation Phase	\$ 37,400.00
6.021	Implementation Phase Project Management deliverables for Month 12	4 Project Approach and Implementation Methodology	Implementation Phase	\$ 37,400.00
6.022	Order Software (See note A below)	3. System/Software Solution	Impl. Phase 1	\$ 396,809.11
6.023	Install Software (see note A below)	3. System/Software Solution	Impl. Phase 1	\$ 396,809.11
6.024	Consolidated IVR Call Flow Design document	2.2.4 System Requirements Design/ Configuration	Impl. Phase 1	\$ 101,000.00
6.025	Integration Specifications & Data Migration Plan	4.3 Implementation Approach	Impl. Phase 1	\$ 141,312.50
6.026	Legacy IVR System decommissioning Plan	4.3 Implementation Approach	Impl. Phase 1	\$ 119,000.00
6.027	Knowledge Transfer and Change Management Plan	4.6 Change Management, 4.7 Knowledge Transfer, 4.8 Training	Impl. Phase 1	\$ 93,560.00
6.028	Test Strategy and Plan	4.3 Implementation Approach	Impl. Phase 2	\$ 143,660.00
6.029	Training Plan	4.8 Training	Impl. Phase 2	\$ 74,400.00
6.030	Configured Base Solution	4.3 Implementation Approach	Impl. Phase 2	\$ 119,000.00
6.031	Developed IVR for Countywide and Dept of Correction	4.3 Implementation Approach	Impl. Phase 2	\$ 95,200.00
6.032	Develop IVR for Circuit Court	4.3 Implementation Approach	Impl. Phase 2	\$ 47,600.00
6.033	Developed IVR for Stroger Hospital	4.3 Implementation Approach	Impl. Phase 2	\$ 47,600.00
6.034	Deployment Plan	4.3 Implementation Approach	Impl. Phase 3	\$ 71,400.00
6.035	Quality Assurance Plan	4.3 Implementation Approach	Impl. Phase 3	\$ 32,000.00
6.036	End User Documentation	4.6 Change Management, 4.7 Knowledge Transfer, 4.8 Training	Impl. Phase 3	\$ 70,555.00
6.037	Technical Documentation	4.6 Change Management, 4.7 Knowledge Transfer, 4.8 Training	Impl. Phase 3	\$ 59,835.00
6.038	System and Integration test complete	4.3 Implementation Approach	Impl. Phase 3	\$ 95,200.00
6.039	UAT Test complete	4.3 Implementation Approach	Impl. Phase 3	\$ 119,000.00
6.040	Performance test Complete	4.3 Implementation Approach	Impl. Phase 3	\$ 149,600.00
6.041	Consolidated IVR System	4.3 Implementation Approach	Impl. Phase 4	\$ 95,200.00
6.042	Deployment Complete	4.3 Implementation Approach	Impl. Phase 4	\$ 93,875.00
6.043	Transition Complete	4.3 Implementation Approach	Impl. Phase 4	\$ 35,700.63
			Total Year One Project Cost	\$ 3,549,328.65
6.044	Year Two Support and Maintenance Cost	4.10 Support and Maintenance	Year Two Support and Maintenance	\$ 127,625.18
6.045	Year Three Support and Maintenance Cost	4.10 Support and Maintenance	Year Three Support and Maintenance	\$ 127,625.18
			Total Three Year Contract Cost	\$ 3,804,579.00

Note A - \$793,617.55 is the total cost for software, maintenance and Specialty Hardware for Phase A and B. See below.

Phase A	Amount
Software Maintenance	\$ 120,210.10
Software	\$ 528,107.75
Total for Phase A	\$ 648,317.85

Phase B	Amount
Software for 40 Ports	\$39,870.60
Software license per user (per Contact Center Agent)	\$1,769.70
Maintenance of the 40 port per year	\$7,415.08
Total for Phase B	\$49,055.38

Specialty Hardware (see Support-Maint-Hardware tab)	\$ 96,245.00
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Total \$ 793,618.23



INTERACTIVE INTELLIGENCE
Phonetic Elite Partners
2013

Contract 13-18-078 Statement of Work (Exhibit 1)

ATTACHMENT E – Interactive Intelligence License Agreement

**INTERACTIVE LICENSE AGREEMENT
(Indirect)**

This INTERACTIVE LICENSE AGREEMENT ("Agreement") is entered into by and between Interactive Intelligence, Inc., an Indiana corporation having its principal office located at 7601 Interactive Way, Indianapolis, IN 46278 and the entity identified in Exhibit A hereto ("Customer") having its principal office located at the address identified in Exhibit A.

ARTICLE 1. FORM OF AGREEMENT

1.1 Consideration and Acceptance. Customer acknowledges receipt of a copy of this Agreement prior to purchasing a license to the Interactive Software (as defined herein) from the company identified as Elite Partner in Exhibit A hereto and agrees that receipt of the Interactive Software constitutes full and sufficient consideration for, and acceptance by Customer of, all of the terms and conditions of this Agreement.

1.2 Independent Contractors. The use of the term "Elite Partner" does not mean that Interactive and Elite Partner are partners in the legal meaning of that term. Interactive and Elite Partner are independent contractors and are not partners, joint venturers, agents, franchisor or franchisee, or legal representatives of each other. Neither Interactive nor Elite Partner has the power to bind the other and Interactive hereby disclaims all responsibility or liability for any contracts entered into by Elite Partner, representations made by Elite Partner, or any other acts performed, or failures to act, by Elite Partner. Customer agrees that any claims other than with respect to Interactive's warranty and indemnification obligations as expressly contemplated in this Agreement will be made solely against Elite Partner and not against Interactive.

ARTICLE 2. LICENSE

2.1 Software License. Subject to the terms of this Agreement including any limitations contained in Exhibit A and subject to Customer's payment to Elite Partner of all license fees for the Interactive Software, Interactive grants to Customer the non-exclusive, non-sublicensable, perpetual licenses identified on Exhibit A to use the executable code version of the Interactive software identified on Exhibit A and related documentation ("Interactive Software") at the physical address identified in Exhibit A ("Designated Location"). Customer will not transfer the Interactive Software from the Designated Location to another location without Interactive's prior authorization which authorization will not be unreasonably withheld or delayed. If software provided by a third party is identified on Exhibit A, either (i) subject to the terms of this Agreement including any limitations contained in Exhibit A, Interactive grants to Customer a non-exclusive perpetual license to use such third party software and related documentation ("Third Party Software") or (ii) a license to use such Third Party Software is granted directly from the third party to Customer pursuant to a separate agreement ("Third Party License") in which event the terms and conditions governing the use of the Third Party Software will be the terms of the Third Party License and not this Agreement. The sublicense for certain Third Party Software sublicensed hereunder may be subject to certain addenda ("Third Party Addenda"). Interactive is not authorized to negotiate changes of any kind to any Third Party License or Third Party Addenda. The Interactive Software and the sublicensed Third Party Software are referred to herein collectively as "Software." Customer acknowledges and agrees that the Software is provided as a license and not a sale and Customer receives no rights other than those specifically granted to Customer herein.

2.2 Affiliates; Additional Orders. Customer may permit its Affiliates to use the Software subject to the terms and conditions of this Agreement provided that Customer will be responsible for its Affiliates' compliance with this Agreement. "Affiliates" means entities that are at least fifty percent (50%) owned and actually controlled by Customer. Any additional orders placed by Customer and accepted by Interactive for Software will be designated in a supplemental Exhibit A and will be governed by the terms and conditions of this Agreement.

2.3 Restrictions on Use. Customer shall not, and shall not permit others to: (i) transfer to any other person or entity any of its rights to use the Interactive Software (such restrictions shall not include Customer's outsourcing of hosting services in connection with the Interactive Software); (ii) sell, rent, sublicense or lease the Interactive Software; (iii) create any functionally equivalent works or translations based upon the Interactive Software; (iv) copy any feature, design or graphic in, or disassemble, reverse engineer or decompile the Interactive Software; or (v) access or use the Interactive Software in order to compete with Interactive or to assist someone else to compete with Interactive.

ARTICLE 3. SUPPORT AND REGISTRATION

3.1 Software Versions. Interactive will make corrective code for the Interactive Software available for a period of three (3) years following the last shipment date of a particular Version ("Version Support Period"); provided that corrective code will be available only in connection with the Version that incorporates the last Service Update. A Version is designated by a number followed by a decimal followed by another number such as 2.2, 2.3 and the like. A Service Update is a minor release of code that corrects one or more existing features of the software. Corrective code may not be compatible with Versions other than the most current Version of the Interactive Software and may not be compatible with modified or customized Interactive Software.

3.2 Annual Support Plan. During the Version Support Period, Interactive will offer certain maintenance and support services for the Interactive Software based on Annual Support Plan levels as determined by Interactive from time to time. Customer will purchase an Annual Support Plan concurrent with each purchase of Interactive Software licenses, the terms and conditions of which will be governed by a separate maintenance and support agreement between Elite Partner and Customer.

3.3 Annual Registration. So that Interactive can determine that all corrective code has been installed by Customer, to facilitate support services and to prevent unauthorized use, Customer must register the Interactive Software by visiting www.inin.com/licensemanagement within the ninety (90) day preceding each anniversary of the Effective Date. Customer will receive automated reminders in advance of the registration deadline.

ARTICLE 4. WARRANTIES

4.1 Interactive Software Warranty. Subject to the exceptions provided in Section 4.4 (Warranty Exceptions), beginning on the date that Customer's initial license keys for the Interactive Software are downloaded, Interactive warrants to Customer that the Interactive Software will substantially conform to the Interactive Software user documentation for a period of one (1) year (the "Warranty Period"). Customer acknowledges that the Interactive Software functions solely as a conduit for transmission and storage of data. Interactive is not responsible for and will have no liability for the content, accuracy, completeness, timeliness, security, integrity, utility, or applicability of the data stored or transmitted using the Interactive Software.

4.2 Warranty Remedy. If Customer becomes aware of a warranty breach during the Warranty Period, Customer will notify Interactive in writing and Interactive will, at its option, (i) use commercially reasonable best efforts to fix or replace the non-conforming Interactive Software, or (ii) provide a refund to Customer for the non-conforming Interactive Software. If during the Warranty Period Interactive does not replace or fix the non-conforming Interactive Software within forty-five (45) days after Customer gives Interactive written notice of breach of the Warranty, Customer may terminate its license to the non-conforming Interactive Software upon written notice to Interactive. Customer will immediately thereafter return to Interactive or destroy all copies of the non-conforming Interactive Software in Customer's possession or control and Interactive will refund to Customer the license fees actually paid by Customer to Interactive for the non-conforming Interactive Software within thirty (30) days after receipt of an affidavit signed by an officer, owner or managing partner of Customer confirming that these actions have been completed. The foregoing is Customer's sole and exclusive remedy for any breach of the warranty.

4.3 Third Party Warranties. To the extent applicable and permitted, Interactive will pass through to Customer warranties made to Interactive by Equipment suppliers and Third Party Software licensors with respect to Equipment and sublicensed Third Party Software ("Third Party Warranties") or, if warranty pass-through is not permitted, Interactive will make warranty claims on Customer's behalf. Interactive makes no guarantees with respect to performance of warranty obligations by Equipment suppliers or Third Party Software licensors and in no event will Interactive be liable therefore.

4.4 Warranty Exceptions. Interactive will have no warranty obligations to the extent that the warranty breach arises from any of the

following: (i) use of the Interactive Software contrary to the terms of this Agreement or the Interactive Software documentation provided to Customer by Interactive; (ii) use of the Interactive Software in combination with any equipment or third party software not certified by Interactive for use in combination with the Interactive Software; (iii) use of the Interactive Software with third party services, processes or materials alone or in combination with the Interactive Software; (iv) accidental damage or other events beyond Interactive's reasonable control; (v) failure to install and use updates, corrective code or modifications for the Interactive Software that Interactive makes available free of additional charge to customers that have paid for a current Annual Support Plan; (vi) any customization, modification or configuration of the Interactive Software other than by Interactive regardless of whether the customization, modification or configuration was executed using Interactive tools, methods documented by Interactive, or training provided by Interactive or Interactive contractors or agents; or (vii) Interactive's compliance with Customer's request or instructions or use of materials provided by Customer.

4.5 DISCLAIMER. EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT OR IN A SEPARATE WRITTEN AGREEMENT, INTERACTIVE AND ITS LICENSORS DISCLAIM ALL WARRANTIES, CONDITIONS, REPRESENTATIONS, INDEMNITIES AND GUARANTEES WITH RESPECT TO THE SOFTWARE, WHETHER EXPRESS OR IMPLIED, ARISING BY LAW, CUSTOM, PRIOR ORAL OR WRITTEN STATEMENTS OR OTHERWISE (INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT). BY WAY OF EXAMPLE AND NOT IN LIMITATION, NEITHER INTERACTIVE NOR ITS LICENSORS WARRANTS THAT: (i) USE OF THE SOFTWARE OR ANY PART THEREOF WILL BE UNINTERRUPTED OR ERROR FREE; (ii) ALL DEFECTS IN THE SOFTWARE WILL BE CORRECTED; OR (iii) THE SOFTWARE WILL OPERATE IN THE COMBINATIONS THAT MAY BE SELECTED BY CUSTOMER. TO THE EXTENT THAT INTERACTIVE OR ITS LICENSORS CANNOT DISCLAIM A WARRANTY AS A MATTER OF APPLICABLE LAW, THE SCOPE AND DURATION OF SUCH WARRANTY WILL BE THE MINIMUM PERMITTED UNDER SUCH LAW.

4.6 LIMITATION OF LIABILITY.

4.6.1 Exclusion of Consequential and Related Damages. IN NO EVENT WILL INTERACTIVE OR ITS LICENSORS BE LIABLE FOR ANY INCIDENTAL, SPECIAL, INDIRECT, CONSEQUENTIAL, OR PUNITIVE DAMAGES OF ANY CHARACTER (INCLUDING WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS OR GOOD WILL, WORK STOPPAGE, LOSS OF INFORMATION OR DATA, LOSS OF REVENUE OR PROFIT, COMPUTER FAILURE, AND TELECOMMUNICATIONS CHARGES FROM UNAUTHORIZED ACCESS) ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE SOFTWARE, REGARDLESS OF THE LEGAL THEORY ASSERTED, WHETHER BASED ON BREACH OF CONTRACT, BREACH OF WARRANTY, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY, OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND EVEN IF A REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

4.6.2 Limitation of Liability. THE AGGREGATE AND TOTAL LIABILITY OF INTERACTIVE AND ITS LICENSORS FOR ANY AND ALL CLAIMS ARISING OUT OF THIS AGREEMENT WILL BE LIMITED TO DIRECT DAMAGES AND WILL NOT EXCEED THE AMOUNT ACTUALLY PAID BY CUSTOMER FOR THE SOFTWARE THAT CAUSED THE DAMAGES. THE FOREGOING LIMITATION ON LIABILITY IN THIS SECTION 4.6.2 SHALL NOT APPLY TO INTERACTIVE'S INDEMNIFICATION OBLIGATIONS UNDER ARTICLE 5.

ARTICLE 5. INTERACTIVE INDEMNIFICATION

5.1 Interactive Indemnification. Provided that Customer is in material compliance with the terms of this Agreement, then, subject to the exceptions provided in Section 5.2 (Indemnity Exclusions), Interactive will defend

Customer at Interactive's expense, indemnify Customer against any judgments finally awarded by a court, and pay any settlements approved by Interactive, with respect to any claims by a third party that the original, unaltered, unmodified, uncustomized, unconfigured, Interactive Software, standing alone, infringes or misappropriates any valid and enforceable U.S. patents, copyright registrations, federal trade dress registrations and federal trademark registrations of such third party. Interactive may at any time and at its option and expense: (i) procure the right of Customer to continue to use Interactive Software that may infringe a third party's rights; (ii) modify the Interactive Software so as to avoid infringement; or (iii) require Customer to return the Interactive Software and refund Customer the fee actually paid by Customer for the Interactive Software less depreciation based on a five (5) year straight-line depreciation schedule. The foregoing will be Customer's sole remedy for any claims of infringement.

5.2 Indemnity Exclusions. In no event will Interactive have any defense or indemnification obligations to the extent any claim arises from: (i) use of the Interactive Software in combination with any equipment, software, services, processes, data or materials not certified by Interactive for use in combination with the Interactive Software; (ii) Customer's material non-compliance with this Agreement or Interactive Software documentation; (iii) use of the Interactive Software with third party software, services, equipment, processes, data or materials alone or in combination with the Interactive Software; (iv) Customer's failure to install and use the latest version of or any modifications to the Interactive Software including any modifications provided by Interactive pursuant to Section 5.1(ii); (v) the development or use of any alteration, configuration, derivation, modification, or customization of the Interactive Software regardless of whether developed by Interactive, Customer, or any other person or entity and regardless of whether developed using the Interaction Attendant Tool or any other Interactive tools, methods, or training; (vi) the creation of derivative works of the Interactive Software by Customer or its agents and/or contractors or Interactive's compliance with Customer's request or instructions or the use of any materials provided by Customer; (vii) Customer's method or process of doing or conducting business Customer's; or (viii) Third Party Software.

5.3 Indemnification by Customer. Customer will defend Interactive at Customer's expense, indemnify Interactive against any judgments finally awarded by a court, and pay any settlements approved by Customer, with respect to any claims: (i) arising from Customer's breach of Section 2.3 (Restrictions on Use); or (ii) that the Interactive Software or the use thereof infringes or misappropriates any patent, copyright, trade secret or other intellectual property rights of a third party to the extent such claim arises from any of the exceptions identified in Section 5.2 (Indemnity Exclusions).

5.4 Indemnification Procedures. A party who believes it is entitled to indemnification ("Indemnified Party") will promptly notify the other party ("Indemnifying Party") of any claim for which the Indemnified Party seeks indemnification ("Claim") and provide reasonable assistance to the Indemnifying Party with respect to handling the Claim. The Indemnified Party's failure to provide timely notice or reasonable assistance will relieve the Indemnifying Party of its indemnification obligations to the extent that the Indemnifying Party has been actually and materially prejudiced by such failure. The Indemnifying Party will have the sole right to defend, make decisions relative to the defense, negotiate and settle any Claim provided that the Indemnifying Party obtains the prior written approval of the Indemnified Party, which approval will not be unreasonably withheld, before entering into any settlement of a Claim or ceasing to defend against a Claim if such settlement or cessation would cause injunctive or other relief to be imposed against the Indemnified Party or would prejudice any intellectual property interest of the Indemnified Party. The Indemnified Party will be entitled to participate in the defense of a Claim and to employ legal representation at its own expense to assist in the handling of a Claim. The Indemnifying Party shall have the right to reimbursement of its legal fees and expenses from any monetary award relating to any counter-Claim or cross-Claim asserted by the Indemnified Party as part of the defense of the Claim up to the full amount of the monetary award.

ARTICLE 6. TERM AND TERMINATION

6.1 Term of Agreement. This Agreement will commence upon execution by both parties (the "Effective Date") and will continue until terminated by either party as provided herein.

6.2 Termination. Interactive may terminate this Agreement upon notice and thirty (30) days opportunity to cure (if susceptible to cure) if Customer breaches a material term of this Agreement, ceases to do business as a going concern, makes an assignment for the benefit of creditors, admits

in writing its inability to pay debts as they become due, files a petition in bankruptcy or appoints a receiver, or acquiesces in the appointment of a receiver or trustee, or liquidator. Customer may terminate this Agreement at any time effective sixty (60) days after written notice to Interactive.

6.3 Effect of Termination. Upon termination of this Agreement for any reason and notwithstanding the perpetual license granted herein: (i) all of Customer's rights and license to use the Software will immediately terminate; (ii) Customer will return to Interactive or purge all copies of Software in Customer's possession or control and deliver to Interactive an affidavit signed by an officer, owner or managing partner of Customer confirming that these actions have been completed.

6.4 Survival. All terms of this Agreement which, by their nature, are intended to survive termination of this Agreement will survive termination, including without limitation, all payment obligations, use restrictions, ownership terms, confidentiality obligations, disclaimers and limitations of liability.

ARTICLE 7. OWNERSHIP AND CONFIDENTIALITY

7.1 Proprietary Rights. All trademarks, service marks, patents, copyrights, trade secrets and other intellectual property rights in the Software (collectively, "Materials") are and will remain the exclusive property of Interactive or its licensors, whether or not specifically recognized or perfected under applicable local law. Customer will not create derivative works of, modify, assign, sublicense, sell, rent, reverse engineer, disassemble or decompile the Materials. Any rights not expressly granted herein are reserved to Interactive or its licensors. Interactive or its licensors will own all rights in all derivative works of the Materials and any copy, translation, modification, adaptation or derivation (including any improvement or development) of the Materials. Customer will not take any action that jeopardizes Interactive's or its licensors' proprietary rights in the Materials or acquire any right in the Materials.

7.2 Confidential Information. Confidential Information means all information that is proprietary to Customer or to Interactive or its licensors. Interactive Confidential Information includes without limitation the Interactive Software, training materials, technical and non-technical information, data, ideas, concepts and know-how, including developments, inventions, processes, algorithms, designs, drawings, engineering, and hardware configuration information, and other information that relates to Interactive's business plans, forecasts and research as well as Confidential Information of Interactive's licensors. Confidential Information does not include: (i) information that is made generally available to the public without obligation of confidentiality; (ii) information that the receiving party can show through documentation was independently developed by the receiving party without use of Confidential Information of the disclosing party; or (iii) information that is disclosed pursuant to a requirement of a court, government agency, or law, including without limitation, state and federal securities laws; provided that, if the receiving party is required by a court, government agency, or applicable law to disclose any Confidential Information of the disclosing party, the receiving party will notify the disclosing party immediately upon learning of such requirement so that the disclosing party has an opportunity to take action to protect the confidentiality and proprietary nature of the Confidential Information.

7.3 Nondisclosure. Each party receiving Confidential Information of the other party will take reasonable precautions necessary to safeguard the confidentiality of the disclosing party's Confidential Information, including at a minimum, the precautions taken by the receiving party to protect its own Confidential Information. Neither party will disclose the other party's Confidential Information in whole or in part to any third party except to employees or consultants who require access to the Confidential Information, provided that any such employees and consultants agree in writing to maintain the information in confidence. Neither party will remove or deface, or allow the removal or defacement, of any confidential or proprietary notice placed on any Confidential Information of the other party.

ARTICLE 8. GENERAL

8.1 Records and Audit. For the term of this Agreement and for one (1) year thereafter, upon reasonable prior written notice, Interactive or its designee will have the right to visit the premises of Customer and its Affiliates during normal business hours and review their systems, books and records solely to the extent reasonably necessary or advisable to determine compliance with Section 2.3 (Restrictions on use) of this Agreement and

compliance with any applicable payment obligations under this Agreement. If Customer or any Affiliate is not in compliance, Customer will correct any failure of compliance including without limitation paying any additional fees that may be due and, if such non-compliance is material, Customer will pay the reasonable costs of the audit.

8.2 Compliance with Laws. Each party will comply with all federal, state, and local laws applicable to the Materials and their use, this Agreement, and the conduct of its business. In no event will Interactive be responsible for providing, implementing, configuring, or coding the Software in a manner that complies with any laws or regulatory requirements that apply to Customer's business or industry, including without limitation, US Federal Trade Commission (FTC) regulations, Federal Communications Commission (FCC) regulations, and the Health Insurance Portability and Accountability Act (HIPAA). The Software is Commercial Computer Software under Federal Government Acquisition Regulations and agency supplements to them and is provided to the Federal Government and its agencies only under the Restricted Rights Provision of the Federal Acquisition Regulations applicable to commercial computer software developed at private expense and not in the public domain.

8.3 US Export Restrictions. Customer acknowledges that the Software, Materials and Interactive Confidential Information may be subject to export controls under the U.S. Export Administration Regulations as well as end-user, end use and destination restrictions issued by the United States government and other governments. Customer will strictly comply with all requirements of these controls and restrictions and cooperate fully with Interactive in any official or unofficial audit or inspection relating to these controls or restrictions.

8.4 Assignment. Customer may not assign this Agreement by operation of law or otherwise without the prior written consent of Interactive, which consent will not be unreasonably withheld or delayed. Any merger, consolidation or change of ownership of a controlling voting interest of Customer will be considered to effect an assignment for purposes of this Section. Any attempt by Customer to assign this Agreement other than as provided in this Section is void and of no force or effect.

8.5 Notices. If Customer's principal office is located in North America, all notices and consents will be in writing and will be sent pre-paid by first class mail or by overnight delivery using a nationally recognized and reputable overnight courier. Such notices and consents will be deemed received five (5) business days after deposit if sent by mail and one (1) business day after deposit if sent by overnight courier. If Customer's principal office is not located in North America, all notices and consents will be in writing and will be sent pre-paid by a reputable international courier with delivery scheduled no less than five (5) business days after deposit. Such notices will be deemed received upon receipt or five (5) business days after deposit, whichever is earlier.

8.6 Severability and Waiver. If any provision of this Agreement is held to be invalid, illegal, or unenforceable, such provision will be considered stricken from this Agreement and the validity, legality and enforceability of the remaining provisions will not in any way be affected or impaired. Neither Interactive nor Customer will, by mere lapse of time, without giving notice or taking other action hereunder, be deemed to have waived any breach of any of the provisions of this Agreement. Further, the waiver by Interactive or Customer of a particular breach of this Agreement will not be construed as nor constitute a continuing waiver of such breach or of breaches of the same or other provisions of this Agreement.

8.7 Force Majeure. Neither Interactive nor Customer will be liable by reason of any failure of performance hereunder (other than Customer's failure to pay amounts owed) if such failure arises out of causes beyond its reasonable control, despite its reasonable efforts and without its fault or negligence.

8.8 Governing Law. This Agreement shall be governed by and construed under the laws of the State of Illinois.

8.9 Legal Actions. Interactive irrevocably agrees that, subject to Customer's sole and absolute election, any action or proceeding in any way, manner or respect arising out of the Agreement, or arising from any dispute or controversy arising in connection with or related to the Agreement, shall be litigated only in courts within the City of Chicago, County of Cook, State of Illinois, and Interactive consents and submits to the jurisdiction thereof. In accordance with these provisions, Interactive waives any right it may have to transfer or change

the venue of any litigation brought against it by Customer pursuant to this Agreement.

8.10 Injunctive Relief. Nothing in this Agreement will prevent either party from seeking injunctive relief against the other party in the courts having jurisdiction over the parties.

8.11 English Language; Headings. Interactive and Customer confirm that it is their wish that this Agreement as well as other documents relating hereto, including notices, have been and will be drawn up in the English language only. The headings of this Agreement are inserted only for convenience and will not be construed as a part of this Agreement.

8.12 Entire Agreement. This Agreement including its exhibits is the complete and exclusive statement of agreement concerning the Interactive Software and supersedes all prior understandings and other communications between the parties relating hereto. For avoidance of doubt, this Agreement is not intended to be the complete and exclusive statement of agreement concerning the relationship between either party and Elite Partner or the services provided by Elite Partner. This Agreement may be amended only by a subsequent writing that specifically refers to this Agreement and that it is signed by both parties.

HMP Addendum

The following additional terms apply to Dialogic's Host Media Processing software ("HMP Software") licensed to Customer by Interactive:

1. Customer will use the HMP Software solely in connection with the Interactive Software and solely for its own internal use. A separate new or replacement Run-Time License Key for the HMP Software must be purchased for each computer or device using the HMP Software and Customer will not transfer the HMP Software to any other computer or device without purchasing a separate new or replacement Run-Time License Key for such device.
2. Dialogic Corporation is a third party beneficiary of the Interactive License Agreement with rights to enforce such agreement with respect to the HMP Software.
3. IN NO EVENT WILL INTERACTIVE, DIALOGIC, EITHER OF THEIR AFFILIATES, DIRECTORS, OFFICERS OR LICENSORS BE LIABLE FOR ANY INCIDENTAL, SPECIAL, INDIRECT, CONSEQUENTIAL, OR PUNITIVE DAMAGES OF ANY CHARACTER (INCLUDING WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS OR GOOD WILL, WORK STOPPAGE, LOSS OF INFORMATION OR DATA, LOSS OF REVENUE OR PROFIT, COMPUTER FAILURE, AND TELECOMMUNICATIONS CHARGES FROM UNAUTHORIZED ACCESS) ARISING OUT OF OR IN CONNECTION WITH THE HMP SOFTWARE, REGARDLESS OF THE LEGAL THEORY ASSERTED, WHETHER BASED ON BREACH OF CONTRACT, BREACH OF WARRANTY, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY, OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND EVEN IF A REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

**EXHIBIT A
TO INTERACTIVE LICENSE AGREEMENT**

This Exhibit A is attached to and made a part of the Interactive License Agreement between Interactive Intelligence, Inc. and the Customer identified below.

Date: November 14, 2013

Order No.:

Customer Information
Customer Name: Cook County, Illinois
Customer Contact: COOK COUNTY CHIEF INFORMATION OFFICER
Customer Principal: COOK COUNTY CHIEF INFORMATION OFFICER
Address: 69 W. Washington Street, Suite 2700, Chicago, IL 60602
Customer Phone: (312) 603-1400

Elite Partner
Elite Partner Name: Adapt Telephony Services LLC

Designated Location:

Primary Site: 69 W Washington 24 th Floor Chicago, IL 60602	Switchover Site: 1969 W Ogden Ave Chicago, IL 60612
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Interactive Software:

Qty	Part Number	Description	License Type
1	SW-001-4.0-SL02	Advanced Server	Feature
1	SW-001-4.0-SS01	Switchover Clone for CIC Server	Feature
1	SW-001-4.0-SA05	Text Processing Tools	Feature
1	SW-001-4.0-SA19	Interaction Attendant Remote Data Query	Feature
1	SW-001-3.0-SA17	Host Access Tools, 50 sessions	Feature
1	SW-011-4.0-IP01	Interaction Dialer Server	Feature
2	SW-001-4.0-AL02	Business Client	Access
10	SW-001-4.0-AL02-C	Business Client - Concurrent	Access
2	SW-001-4.0-AA12	Reports Page Add-on	Access
10	SW-001-4.0-AA12-C	Reports Page Add-on - Concurrent	Access
408	SW-001-4.0-PL03	Basic Session	Session
408	SW-001-4.0-PL04	Advanced Session	Session
2	SW-005-4.0-SR25	Interaction SIP Proxy R2- Registration Bundle 25	Session
5	SY-014-4.0-MSAM8-CP-B01	Interaction Media Server - Medium Appliance (2 media engines) - Gen8	Hardware
8	SW-014-4.0-MSEA	Interaction Media Server - Media Engine Add-On (Adds 1 Media Engine)	Engine
1	ED-012-NV-ILAC	Interaction Attendant Configuration	Education
1	ED-012-NV-ICHD	Interaction Center Handler Developer (ICHD) Training	Education
1	ED-011-NV-ILAD	Interaction Dialer Administration	Education

Third Party Software:

Qty	Part Number	Description	License Type
135	TS-500-4.0-VABL	Vocalizer 5 Base Language Selection - Advanced TTS (US English x 135) (US English x 135)	Third Party Software or Service
540	TS-500-4.0-VAAL	Vocalizer Additional Language Selection - Advanced TTS (Polish x 135) (Hindi x 135) (Cantonese Chinese x 135) (Mexican Spanish x 135)	Third Party Software or Service
135	TS-500-4.0-VABL-DR	Vocalizer 5 Base Language Selection - Advanced TTS (US English x 135)	Third Party Software or Service
540	TS-500-4.0-VAAL-DR	Vocalizer Additional Language Selection - Advanced TTS (Polish x 135) (Hindi x 135) (Cantonese Chinese x 135) (Mexican Spanish x 135)	Third Party Software or Service

For purposes of this Exhibit A, the following terms will have the meanings indicated

Server: A unique physical machine used for the purpose of hosting and processing software applications centrally and for providing client software applications and devices with access to shared hardware or data resources.

Workstation: A unique physical machine designed to be used by one user at a time that is used for the purpose of processing client software applications that communicate with Servers, or a software application accessed through a terminal that provides an emulation of such a Workstation machine.

Port: Any hardware or software interface by which a computer Server or Workstation communicates with another device that is part of the same computer network or with another computer network system.

Station: A unique physical address for an audio connection to the Server. If a software license is applied to a Station, any User may log into that Station under such license with rights to use the software application at that Station.

User: A unique named person defined in the Interaction Administrator application, which definition sets forth specific access rights and attributes for such named person. If an Interactive software license is applied to a User, that User may log into the computer network from any Station that is part of the network and may exercise rights to use the software application from any such Station.

Special Instructions:

**EXHIBIT A
TO INTERACTIVE LICENSE AGREEMENT**

This Exhibit A is attached to and made a part of the Interactive License Agreement between Interactive Intelligence, Inc. and the Customer identified below.

Date:

Order No.:

Customer Information	
Customer Name:	
Customer Contact:	
Customer Principal:	
Address:	
Customer Phone:	

Elite Partner
Elite Partner Name:

Designated Location:

[insert address where software will be used.] [If there is more than one designated location, then for each designated location list the address followed by the Interactive Software and Third Party Software for that location.]

Interactive Software:

Qty	Part Number	Description	License Type

Third Party Software:

Qty	Part Number	Description	License Type

For purposes of this Exhibit A, the following terms will have the meanings indicated

Server: A unique physical machine used for the purpose of hosting and processing software applications centrally and for providing client software applications and devices with access to shared hardware or data resources.

Workstation: A unique physical machine designed to be used by one user at a time that is used for the purpose of processing client software applications that communicate with Servers, or a software application accessed through a terminal that provides an emulation of such a Workstation machine.

Port: Any hardware or software interface by which a computer Server or Workstation communicates with another device that is part of the same computer network or with another computer network system.

Station: A unique physical address for an audio connection to the Server. If a software license is applied to a Station, any User may log into that Station under such license with rights to use the software application at that Station.

User: A unique named person defined in the Interaction Administrator application, which definition sets forth specific access rights and attributes for such named person. If an Interactive software license is applied to a User, that User may log into the computer network from any Station that is part of the network and may exercise rights to use the software application from any such Station.

Special Instructions:

EXHIBIT 2

Evidence of Insurance



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/16/2013

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

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

PRODUCER Willis of Illinois Inc. 233 S. Wacker Dr. Suite 2000 Chicago IL 60606	CONTACT NAME: Jennifer Webber PHONE (A/C, No, Ext): 312-288-7176 E-MAIL ADDRESS: jennifer.webber@willis.com	FAX (A/C, No): 312-621-6875	
	INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED Adapt Telephony Services, LLC BBJ Oak Brook, LLC 600 Enterprise Drive, Suite 204 Oak Brook IL 60523	INSURER A : Federal Insurance Company		20281
	INSURER B : Chubb Indemnity Company		12777
	INSURER C :		
	INSURER D :		
	INSURER E :		

COVERAGES **CERTIFICATE NUMBER:** 70859648 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC			3588-50-04	6/1/2013	6/1/2014	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			(13) 7355-27-91	6/1/2013	6/1/2014	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$0			7986-52-47	6/1/2013	6/1/2014	EACH OCCURRENCE \$3,000,000 AGGREGATE \$3,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y / N N	(14)7173-62-23	6/1/2013	6/1/2014	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
A	Errors & Omissions			3588-50-04	6/1/2013	6/1/2014	Limit \$2,000,000 Deductible \$10,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

The following are included as Additional Insured under the General Liability, when required under written contract. The General Liability is issued on a primary and noncontributory basis: Cook County

CERTIFICATE HOLDER Cook County 118 North Clark Street, Suite 1018 Chicago IL 60602	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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EXHIBIT 3

Board Authorization