PROFESSIONAL SERVICES AGREEMENT
CONTRACT NO: 13-30-087

for

IT PROFESSIONAL SERVICES

BETWEEN

COOK COUNTY GOVERNMENT
Office of the Treasurer

AND

INTELLISYS TECHNOLOGY, LLC.
(Based on City of Chicago Contract No. 22983)

CONTRACT NO: 13-30-087

PROFESSIONAL SERVICES AGREEMENT

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Exhibit 2 City of Chicago Contract (Contract No. 22983)
Exhibit 3 General Conditions
Exhibit 4 Evidence of Insurance

CONTRACT NO: 13-30-087

AGREEMENT

This Agreement is made and entered into by and between the County of Cook, a public body corporate of the State of Illinois, hereinafter referred to as "County" and Intellisys Technology, LLC., doing business as a corporation of the State of Illinois hereinafter referred to as "Consultant," pursuant to authorization by the Chief Procurement Officer on the 8th day of April, 2013.

BACKGROUND

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

Whereas, the City of Chicago ("the City") solicited a formal Request for Qualifications process for Non-Target Market IT Services and the Consultant was identified as the qualified and best value provider for the services; and

Whereas, the City entered into a contract on April 2, 2012 for the provision of services by the Consultant for the City relative to Non-Target Market IT Services ("the City Contract"); and

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

Whereas, this contract made and entered into by and between the County of Cook, a public body corporate of the State of Illinois, herein after the "County" and Intellisys Technology, LLC, herein after the "Consultant."; and

Whereas, the County, through the Treasurer's Office, desires certain similar services of the Consultant; and

Whereas, County Offices, Departments, and Agencies may utilize this agreement for specific contracted procurement efforts; and

Whereas, the Consultant agrees to provide to the County Non-Target Marketplace IT Services, incorporated as Exhibit 1, County Statement of Work & Price Proposal; and

Whereas, the Consultant warrants that it is ready, willing and able to perform these services set forth in Exhibit 1, County Statement of Work & Price Proposal, all on pricing and payment terms equivalent to or more favorable to the County than those contained in the City Contract as set

forth in Exhibit 1, County Statement of Work & Price Proposal, and incorporated herein by reference; and

Whereas, this Contract shall be effective after proper execution of the contract documents by the County through April 30, 2017; and

Whereas, Payment shall be as follows:

> In no case shall such charges exceed the amount of $107,000.00. Invoices in triplicate on County Invoice Form 29A shall be submitted by the Consultant to the Using Department when requesting payment. The County shall have the right to examine the books of the Consultant for the purpose of auditing the same with reference to all charges made to the County.
>
> In the event the Consultant receives payment under the Contract, reimbursement for which is later disallowed by the County, the Consultant shall promptly refund the disallowed amount to the County on request, or at the County's option, the County may credit the amount disallowed from the next payment due or to become due to the Consultant under any contract with the County; and

Whereas, the County and the Consultant agree to the Terms and Conditions as stated in the City Contract, hereto incorporated by reference as Exhibit 2, City of Chicago Contract (Contract No. 22983), all as may be applicable to the County; and

Whereas, the County General Conditions are incorporated and attached by reference as Exhibit 3, and this Contract incorporates and is subject to the provisions attached hereto as Exhibit 3 General Conditions, and is incorporated herein by this reference; Notwithstanding such incorporation, none of the terms set forth in Exhibit 2 which conflict with the express terms of this Contract or its General Conditions shall be deemed or construed to supersede the terms of this Contract or its General Conditions; and

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

INCORPORATION OF BACKGROUND INFORMATION

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

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

Exhibit 1	County Statement of Work & Price Proposal
Exhibit 2	City of Chicago Contract (Contract No. 22983)
Exhibit 3	General Conditions
Exhibit 4	Evidence of Insurance

CONTRACT NO: 13-30-087

EXHIBIT 1

County Statement of Work & Price Proposal

EXHIBIT 1

County Statement of Work & Price Proposal

Intellisys Technology, Inc. to provide Non-Target Market IT Services to the County's Office of the Treasurer per the enclosed Statement of Work & Price Proposal. In no case shall such charges for this Contract exceed the amount of $107,000.00.

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INTRODUCTION

About Intellisys

In today's dynamic and competitive marketplace, successful organizations need unique talent and cutting edge IT expertise to support their growth. Intellisys understands the need to provide corporations with high quality assistance and has developed a proven approach to facilitating business change. We believe that ***Teams Make IT Work™*** and we instill this belief within each and every one of our professionals.

Intellisys Technology is pleased to present this summary of our proposal to undertake the support for the WEDS systems at Chicago Transit Authority. In this summary, we provide CTA with an overview of the Intellisys Technology's experience, qualifications, and our proposed approach for the Project. We feel that our combination of current experience and work makes us the best possible partner for CTA in this effort.

Committed to being the Best

Intellisys works with companies around the world to address their complex business and IT needs. We provide our clients with IT ideas, options and solutions, support that work and add value to the bottom line without hindering daily operations. Our track record confirms why a growing number of clients insist on choosing Intellisys as their preferred solution provider. Each customer is treated with the respect and dedication that has become synonymous with Intellisys.

Our History

Intellisys Technology is an Oak Brook, Illinois based corporation with a State-of-the-art and ISO 9000 certified delivery center in Chennai, India. Intellisys has grown exponentially over the years. With our 100+ experienced consultants providing global delivery capability, Intellisys can offer 24 hours a day, 7 days a week support to all our customers. We have the confidence and the people to make a significant improvement to your business.

BACKGROUND

Cook County Treasurer's office collects property taxes for the parcels that fall under the jurisdiction of the county. A sum of $11 billion is collected in a year. There are two installments to pay these taxes. The first installment falls due on March 1st and the second installment falls due on August 1st every year. There are many software applications that carry out the payment collection and processing. The property taxes are paid through many methods some of them are:

- Wire transfer
- ACH
- By Cash in person
- Bank Payment

The fourth option namely Bank Payment is used by banks/title companies and other consolidators who pay in bulk on behalf of their clients. The application under this proposal is called the Third Party Agent system (TPA). There are close to 700,000 PINs that are tracked/ maintained through the TPA system.

The current TPA system consists of two parts:

- TPA Web Site - tpa.cookcountytreasurer.com
  - Used primarily by mortgage companies to make payments
- TPA Admin site – access through WebUpdate, a product developed by DesignTek One
  - Used to facilitate and manage the incoming payments, produce reports and control user access.

Both sites are currently written in PHP version 4. The sites require to be converted into Microsoft .NET environment.

PROPOSED APPROACH OF THE ENGAGEMENT

1. Intellisys plans to deploy multiple resources to complete the conversion and enhancement of the TPA application.

2. The following are the phases for the project:

   - An Assessment phase will begin upon approval of the project by Cook County. During this phase the Intellisys team will analyze the existing TPA system and prepare the functional specifications.

   - The Intellisys team will conduct detailed interviews/discussions with the Cook County Team to collect the modifications/enhancements to the existing functionality. These will be documented and presented for approval. A plan will be prepared indicating the milestones and deliverables for the coding phase. The Intellisys team will discuss this plan with the Cook County Team and get their approval on the changes.

   - The screen design activity will be done as a next step. Using the existing design, Intellisys team will collect feedback from the client and incorporate the changes to the design as may be suggested and required. If there is any impact to the functional aspect, these will be documented.

   - The Coding phase will begin upon approval of the screens and functional design documents. In parallel, Intellisys will prepare the test plan, accepting test criteria and test cases.

   - The newly developed application will be installed and tested in the staging area before being released to production. Intellisys team will make the necessary changes and fix errors notified by the acceptance testing team.

   - Upon successful completion of the Acceptance phase, the application will need to be moved into production environment by the client.

   - Intellisys team will support the operation of the application under the production environment for a period of two calendar weeks immediately after migration into the production.

DELIVERABLES

The TPA project will be executed on a time & material basis. The deliverables at a minimum will include,

1. Functional Specification of the existing TPA system
2. Screen design
3. List of changes to the screens & functionality of the system
4. List of changes required for the production environment, if any
5. Project Plan for the development/conversion
6. Test Plan
7. Code that has been developed and tested in the stage environment
8. Acceptance Testing Results
9. Weekly project reports

COST AND SCHEDULE

The cost for the converting and enhancing the TPA system is approximately $107, 000 (Dollars One hundred and seven thousand), details of which are given below. We estimate the project will be completed in 16 (sixteen) elapsed weeks from start.

This proposal and the prices are valid until 3/1/2013 unless extended in writing by Intellisys.

Roles and Rates

Role	No of hours	Rate per hour	Total
Project Leader	400	$120	$48,000
Developer	600	$75	$45, 000
Quality Analyst	200	$70	$14, 000
TOTAL			$107, 000

The Cost and Schedule will be validated and revised after the assessment phase by the Intellisys team, if required.

PAYMENT TERMS

The payment terms are as follows:

- 30% upon completion of the Assessment phase; that is $32,100 (Dollars Thirty two thousand and one hundred).
- 40% upon completion of the Development Phase; that is $42,800 (Dollars Forty two thousand and eight hundred).
- 10% upon commencement of Acceptance Testing phase– that is $10,700 (Dollars Ten thousand and seven hundred).
- Remaining 20% upon acceptance of the application by Cook County Treasurer's office - that is $21,400 (Dollars Twenty one thousand and four hundred).

ASSUMPTIONS

The following assumptions have been made in arriving at the aforesaid approach, design and estimates:

1. The time and cost estimation of this project has been done based on the information supplied by the Cook County Treasurers' office and the meeting that we had with the Team on January 4, 2013.
2. Cook County will provide the Intellisys Team access to application resources such as production/test servers in a timely manner
3. Cook County will provide a test environment (similar to) the production environment in isolation to the Intellisys Team for assessment/development/testing.
4. Infrastructure access issues such as network configuration, application access and security in the Cook County environment is beyond the scope of the Intellisys team and shall be addressed in a timely manner by Cook County personnel.
5. Cook County will assign the required personnel to provide training/orientation to the Intellisys resources.
6. The development will be carried out on .NET platform. The development environment will comply with the standards required by Cook County. This will include adherence to the support software and environment. Any required software including special software/third-party application if required shall be provided by Cook County to the Intellisys Team.
7. Currently Cook County uses .NET 4.0 and IIS 7.5.
8. Cook County will provide at no cost to Intellisys the required desk space and Computing devices along with the required software for the duration of the project.
9. Cook County will assign a Single Point of Contact (SPOC) for the duration of the project. Intellisys SPOC will communicate with the client SPOC for all approvals and will expect a timely response as per the project plan.

10. Cook County will migrate the developed and accepted application into Production within one week of the completion of the acceptance.

EXHIBIT 2

City of Chicago Contract (Contract No. 22983)

Contract Summary Sheet

Contract (PO) Number: 22983

Specification Number: 66760

Name of Contractor: INTELLISYS TECHNOLOGY, INC.

City Department: DEPT OF INNOVATION & TECHNOLOGY

Title of Contract: NON TARGET MARKET IT SERVICES-CATEGORY 3: ON-SITE AND REMOTE DATABASE SUPPORT AND ONGOING MAINTENANCE

Term of Contract: Start Date: 4/2/2012

End Date: 4/30/2017

Dollar Amount of Contract (or maximum compensation if a Term Agreement) (DUR):
$6,000,000.00

Brief Description of Work: NON TARGET MARKET IT SERVICES-CATEGORY 3: ON-SITE AND REMOTE DATABASE SUPPORT AND ONGOING MAINTENANCE

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

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

Vendor Number: 1066228

Submission Date:

APR 4 2012

Specification Number: 66760
Contract (PO) Number: 22983
Vendor Code Number: 1066228

PRE-QUALIFIED CONSULTANT POOL AGREEMENT

BETWEEN

THE CITY OF CHICAGO
DEPARTMENT OF INNOVATION AND TECHNOLOGY

AND

INTELLISYS TECHNOLOGY, LLC.

NON-TARGET MARKET
INFORMATION TECHNOLOGY AND RELATED SERVICES FOR VARIOUS SCOPE CATEGORIES:

3) ON-SITE & REMOTE DATABASE SUPPORT AND ONGOING MAINTENANCE

RICHARD M. DALEY
MAYOR

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EXHIBIT 5 LIST OF KEY PERSONNEL
EXHIBIT 6 CONTRACTUAL REQUIREMENTS RELATED TO HIPAA

AGREEMENT

This Agreement is entered into as of the Date of Execution, with all required signatures, by and between **INTELLISYS TECHNOLOGY, LLC.** ("Consultant"), a limited liability corporation authorized to do business in Illinois, and the City of Chicago ("City"), a municipal corporation and home rule unit of local government existing under the Constitution of the State of Illinois, acting through its **DEPARTMENT OF INNOVATION AND TECHNOLOGY** ("Department"), in Chicago, Illinois.

BACKGROUND INFORMATION

The City requires technology consulting services in the area of: On-Site & Remote Database Support and Ongoing Maintenance. The City advertised and issued a Request for Qualifications ("RFQ") from consultants qualified to perform the Services.

The City evaluated the Consultant's response to the RFQ and found the Consultant to be capable of performing the Services in the area(s) specified on the cover page of this Agreement. The Consultant represents and warrants that it is qualified and competent to perform the Services and has the necessary expertise and knowledge to complete any Services assigned to it in accordance with this Agreement.

The City may, but is not obligated to, issue Task Order Requests within the scope of this Agreement. If the City does so, and the Consultant submits a Proposal that is accepted by the City, the rendering of Services will be in accordance with this Agreement and the Task Order issued pursuant to the Task Order Request and Proposal. The City is not obligated to issue any Task Order Requests nor to issue any Task Orders under this Agreement.

The Consultant warrants that it is ready, willing and able to perform as of the effective date of this Agreement to the full satisfaction of the City.

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

ARTICLE 1. INCORPORATION OF BACKGROUND INFORMATION

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

ARTICLE 2. DEFINITIONS

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

"Acceptance" shall mean the issuance of a letter by City indicating its acceptance of a Deliverable.

"Acceptance Criteria" shall have the meaning given such term in Section 4.01.

"Acceptance Procedure" shall have the meaning given such term in Section 4.02.

"Account Manager" means the Key Employee of the Consultant who is assigned to the City upon

execution of this Agreement and who is the primary contact for the City for all Requests for Service.

"**Agreement**" means this Pre-Qualified Consultant Pool 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.

"**Budget**" shall mean the accepted Cost Proposal for the Services to be provided by the Consultant as set forth in a Proposal submitted in response to a Task Order Request.

"Commissioner" means the Commissioner of the City of Chicago, who is the chief executive of a participating City Department, and/or any representative duly authorized to act on his or her behalf.

"Chief Information Officer" or **"CIO"** means the Chief Information Officer of the City of Chicago, who is the chief executive of the Department of Innovation and Technology, and/or any representative duly authorized to act on his behalf.

"Chief Procurement Officer" or **"CPO"** means the Chief Procurement Officer of the City of Chicago, who is the chief executive of the Department of Procurement Services, and/or any representative duly authorized to act on his behalf.

"**City**" means the City of Chicago.

"City Data" shall mean all data submitted to Consultant by City in connection with any Task Order, including all data which includes images and electronic information related to City employees, City customers, projects, property, payroll, human resources, budget, purchasing, grants, projects and all financial data.

"Comptroller" means the Comptroller of the City of Chicago, who is the chief executive of the Office of the City Comptroller also known as the Department of Finance, and/or any representative duly authorized to act on his behalf.

"Confidential Information" of a party shall mean all confidential or proprietary information and documentation of such party, including with respect to the City, all City Data and other information of the City that is not permitted to be disclosed to third parties under local laws and regulations.

"Consents" shall mean all consents, approvals, authorizations, notices, requests, and acknowledgments that are necessary to allow the (a) City to use the Deliverables, (b) Consultant to perform the Services, and (c) Consultant to assign to the City all rights and title in the Deliverables.

"**Consultant**" means **INTELLISYS TECHNOLOGY, LLC.**

"Cost Proposal" means a cost Proposal prepared by the Consultant in response to a Task Order Request. An accepted Cost Proposal will be the Budget for the project.

"**Deliverables**" shall mean those tangibles to be provided by the Consultant as described in Section 3.01(C).

"**Department**" means the Department of Innovation and Technology (DoIT) or other participating City Departments.

"Documentation" shall mean all documentation, written materials, work papers, configurations, manuals, and other work product prepared by or on behalf of the Consultant, its Sub Consultants or agents in connection with providing the Services.

"Fully-Loaded Hourly Rates" shall mean that hourly rate, by particular type of worker, which includes all expenses of the Consultant except for the direct costs specifically set forth in a Task Order.

"Key Personnel" shall mean those positions and job titles and the persons assigned to those positions and job titles in accordance with the provisions of Section 3.03(B) of this Agreement.

"Notice-to-Proceed" means a written acceptance of a Proposal by both the CIO and CPO and direction to commence Services under a Task Order.

"Project Documents" means this Agreement, the Request for Service, the Task Order and any attachments to them.

"Project Manager" means the Consultant's staff member indicated on each Proposal as the person who will direct and coordinate the execution of the Task Order and who will be the primary contact with the Department.

"Proposal" means the detailed description of the Services to be provided by the Consultant in a response to a Task Order Request issued in accordance with Section 3.01(B). Unless otherwise indicated, references to Proposal will be deemed to include the applicable Cost Proposal.

"Provided Resources" has the meaning given in Section 3.02(A)(5).

"RFQ" shall mean that certain Request for Qualifications for Information Technology and Related Services for Various Scope Categories for the Department of Innovation and Technology.

"Risk Management Office" means the Risk Management Office in the City's Department of Finance which is under the direction of the Comptroller of the City and is charged with reviewing and analyzing insurance and related liability matters for the City.

"Services" means, collectively, the services, duties and responsibilities described in the Project Documents and any and all work necessary to complete them or carry them out fully as required.

"Sub Consultant" means any person or entity with whom the Consultant contracts to provide any part of the Services. The term Sub Consultant also includes Sub Consultants of any tier, suppliers and material men, whether or not in privity with the Consultant.

"Task Order" means an approved Proposal, as modified by negotiation between the City and Consultant, signed by the CPO and issued pursuant to the Task Order procedures set forth in Exhibit 2.

"Task Order Request" or "TOR" means a written request from the CIO and the CPO for Consultants to prepare and submit a Proposal, including Cost Proposal for Services relating to a specific project, issued pursuant to the Task Order procedures set forth in Section 3.01B.

"Warranty Period" means the one year period following Acceptance, unless otherwise specified in the Project Documents.

"Work Product" shall include all finished and unfinished originals or copies (when originals are unavailable) of documents, screens, reports, writings, procedural manuals, forms, source and object code, work flow charts, methods, processes, data studies, plans, designs, transformed data, briefs, drawings, maps, models, photographs, files, records, computer printouts, estimates, memoranda, interfaces, computation, papers, supplies, notes, recordings, videotapes, pictorial reproductions, designs or other graphic representations, equipment descriptions, and other materials prepared by the Consultant under this Agreement.

2.01 Incorporation of Exhibits

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

Exhibit 1	Scope of Services and Compensation Schedule
Exhibit 2	Insurance Requirements and Evidence of Insurance
Exhibit 3	Task Order Contract Special Conditions Regarding Minority Business Enterprise Commitment and Women's Business Enterprise Commitment
Exhibit 4	Online Economic Disclosure Statement and Affidavit, Certificate of Filing
Exhibit 5	List of Key Personnel
Exhibit 6	Contractual Requirements Related to HIPAA

ARTICLE 3. DUTIES AND RESPONSIBILITIES OF CONSULTANT

3.01 Scope of Services

A. General

The type of Services which the Consultant may be requested to provide under this Agreement are those described in this Article 3 and Exhibit 1, which is attached to this Agreement and incorporated by reference as if fully set forth here, and all tasks necessary to complete such Services. The Consultant must provide Services in accordance with the standards of performance set forth in Section 3.02.

The Consultant is acting as an independent Consultant in performing under this Agreement and nothing in this Agreement is intended or should be construed as in any way creating or establishing the relationship of partners or joint venturers between the City and the Consultant, or as constituting the Consultant or any officer, owner, employee or agent of the Consultant as an agent, representative or employee of the City for any purpose or in any manner whatsoever.

B. Task Order Requests

1. Task Order Requests.

(a) From time to time the CIO and the CPO may issue Task Order Requests which are within the scope of this Pre-Qualified Consultant Pool Agreement. Task Order Requests, if any, will set forth the project for which Services are to be performed pursuant to the proposed Task Order and a desired completion date. Consultant must respond by proposing a time schedule, Budget, Deliverables, list of key personnel, and MBE/WBE involvement, all of which conform to the terms of the TOR and the terms and conditions of the Pre-Qualified Consultant Pool Agreement. Consultant must not respond to any TOR not approved in writing and signed by the Commissioner and the Chief Information Officer or designee and/or not within the scope of

service for the category awarded in the Pre-Qualified Consultant Pool Agreement. Costs associated with the preparation of Task Order Proposals are not compensable under the Pre-Qualified Consultant Pool Agreement and the City is not liable for any additional costs.

In the event that a project is funded in whole or part with state or federal funds, the Task Order Request may also set forth additional conditions required by the particular source of funds and such additional conditions will become part of this Agreement with respect to that specific project. By accepting a Proposal in response to a particular Task Order Request, this Agreement will be deemed to have been amended to include such special conditions pursuant to Section 12.03 but with respect to that project only. The Consultant will not respond to Task Order Requests which are not within the scope of this Agreement.

Following Consultant's submission of a Proposal in response to the TOR, the Commissioner, the Chief Information Officer and the Chief Procurement Officer will review the Task Order Proposal and may elect to approve it, reject it, or use it as a basis for further negotiations with the Consultant regarding the scope or fee of the project and the project completion date. If the City and the Consultant negotiate the scope or fee of the project and the project completion date, the Consultant must submit a signed revised Task Order Proposal (based upon such negotiations) to the City for approval.

All Task Orders are subject to the approval of the Chief Procurement Officer and no Task Order will become binding upon the City until it is approved, in writing, by the Chief Procurement Officer and Chief Information Officer. Absent approval of a Task Order by the Chief Procurement Officer and Chief Information Officer, the City will not be obligated to pay or have any liability, under any theory of recovery (whether under the Agreement, at law or in equity), to Consultant for any Services provided by Consultant pursuant to a Task Order, or otherwise.

(b) The Task Order Request under this Agreement will fall into two basic categories: (1) Task Order Requests for Advice ("Advice TOR"); and (2) Task Order Requests for Results ("Results TOR"). Advice TOR will ask the Consultant to provide professional consulting services, advice and assist the City. Results TOR will ask the Consultant to complete or implement a project or task for the City, such that contract conformity will be measured by the achievement of acceptance criteria and functional specifications. All Task Order Request will specify Advice or Results type.

(c) The Consultant acknowledges and agrees that the City is under no obligation to issue any Task Order Requests to the Consultant; that the level of Services requested may vary by project; and that the City has entered into similar agreements with other Consultants and, in the CPO's sole discretion, the City may issue a Task Order Request to only one consultant or may issue the same Task Order Request to more than one consultant in order to obtain competitive Proposals.

2. Proposals.

(a) The Consultant will respond to a Task Order Request by submitting a Proposal to the Commissioner and the Chief Information Officer which describes the Consultant's approach and plan for performing those Services and contains a time schedule for completion of Services, Deliverables to be provided and a schedule for delivery, a staffing schedule, and a Cost Proposal, all of which conform to the terms of the Task Order Request and the terms and conditions of this Agreement. Proposals will constitute irrevocable offers for a period of 60 calendar days after receipt by the City. Any and all costs associated

with the preparation of Proposals will not be a reimbursable cost under this Agreement.

(b) Proposals satisfactory to the Commissioner must be accepted on behalf of the City by the CPO before binding the City and Consultant. The City's acceptance will be demonstrated by a Notice-to-Proceed and a Task Order, issued pursuant to the Task Order procedures set forth in Section 3.01B. The Consultant will not commence Services, and the City will not be liable for any costs incurred by or payments to the Consultant, without a Notice-to-Proceed so executed. All approved Proposals will be governed by the terms and conditions of the Project Documents. The Project Documents will be interpreted in the following order of precedence: the terms of this Agreement, Task Order Request, and Task Order (approved Proposal).

Notwithstanding anything to the contrary contained in this Agreement, if any Task Order contains terms that are inconsistent or conflict with this Agreement, or shift the risk allocation contemplated in this Agreement, such Task Order must be treated as an amendment pursuant to Section 12.03. Further, it is contemplated that each Task Order will include scopes of services setting forth the obligations of the Contractor under that Task Order, but the parties recognize that, depending upon the nature of the scope of services, the terms and conditions in this Agreement may not be appropriate for the undertaking contemplated by the Task Order. Therefore, any project for which the terms of this Agreement are deficient as a business and/or legal matter, such as, without limitation, deficient risk allocation provisions or licensing provisions given the nature of the project, must be done by amendment pursuant to Section 12.03.

(c) The Consultant acknowledges and agrees that the City either may select from among those Proposals submitted in response to a Task Order Request that Proposal which is in the best interests of the City or may reject any and all Proposals submitted in response to a Task Order Request. The Consultant further acknowledges and agrees that this Agreement and any Task Order may be subject to approval by other governmental agencies and that, if such approval is required, the Consultant will perform no Services relating to a Proposal until such approval is obtained.

3. Deadlines for Submittal of Proposals. Proposals will be submitted to the Commissioner no later than the date set forth in the Task Order Request and if no date is specified then no later than 15 business days following Consultant's receipt of the Task Order Request. Failure to provide a Proposal on a timely basis may result in rejection of the Proposal.

4. Negotiation Possible. The City reserves the right, at its option, either to accept a Proposal as submitted by the Consultant, reject the Proposal, or to negotiate a more satisfactory Proposal with one or more Consultants.

5. Notice to Proceed.

Consultant will commence its Services immediately upon receipt of an executed Notice to Proceed issued by the Chief Procurement Officer and Chief Information Officer or their authorized designee.

C. Deliverables

1. City Approval Required. In carrying out Services, the Consultant must prepare or provide Deliverables. Deliverables, include but are not limited to various written studies, procedural manuals, forms, source and object code, work flow charts, methods, processes, plans, designs, transformed data, data studies, interfaces, briefs, drawings, maps, models, photographs, files, records, computer printouts,

estimates, memoranda, computation, papers, supplies, notes, recordings, videotapes, pictorial reproductions, designs or other graphic representations, equipment descriptions, and other materials prepared by the Consultant under this Agreement. The City reserves the right to reject any and all Deliverables which in the sole judgment of the City do not adequately represent the intended level of completion or standard of performance, do not include relevant information or data, do not comply with federal, state, or local reporting requirements, or do not include all documents which are specified in this Agreement or the applicable Proposal or which are reasonably necessary for the purposes for which the City made this Agreement with Consultant or for which the City intends to use the Deliverables.

2. Partial Deliverables. 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 Commissioner. Such Deliverables may not be considered as satisfying the requirements of this Agreement. Partial or incomplete Deliverables will in no way relieve Consultant of its commitments hereunder. Deliverables shall not include any work product or intellectual property that existed prior to this Agreement or is created for the general use of Consultant with clients and is not specifically created for the City.

D. Meetings and Project Meetings

The Consultant will meet regularly with the CIO or designee to discuss matters relating to outstanding Projects. In addition, at the CIO's request, the Consultant must attend other meetings with the City or other interested parties designated by the CIO. The CIO reserves the right to require the Consultant to track time and report progress performing Services in a format prescribed by the CIO upon written notice by the CIO.

3.02 Standard of Performance

A. General

1. Professional and Fiduciary. The Consultant will perform all Services required of it under this Agreement with that degree of skill and care normally shown by a professional performing Services of a comparable nature and scope. With respect to the Consultant's duties to the City, the Consultant will be deemed to be acting in a fiduciary capacity for the City and will be held to a fiduciary standard in performing its Services. Nothing contained in this Section, however, shall be construed to relieve Consultant of its obligations pertaining to a Proposal and a Task Order as set forth in Sections 3.01(B)(2) and 3.02(A)(2).

2. Satisfactory Performance. The Consultant will perform or cause to be performed all Services required by the Agreement in accordance with the terms and conditions of this Agreement, in accordance with any federal, state and local laws, statutes, ordinances, regulations and standards applicable to this Agreement, and to the satisfaction of the Commissioner. The Consultant must at all times act in the best interests of the City consistent with the professional and fiduciary obligations assumed by it in entering into this Agreement and will assure timely and satisfactory rendering and completion of its Services, including but not limited to Deliverables.

3. Qualified Personnel. The Consultant must assure that all Services which require the exercise of professional skills or judgment must be accomplished by professionals qualified and competent in the applicable discipline and appropriately licensed, if required by law. The Consultant covenants with the City to furnish its best professional expertise and judgment in furthering the City's interests.

4. Efficiency. The Consultant agrees to furnish efficient business administration and supervision to render and complete the Services at reasonable cost, if furnished on a time and material basis.

5. Compatibility and Integration. The Consultant must ensure that the Services, Deliverables, and other resources and materials (collectively, the "Provided Resources") that are provided by the Consultant to the City, incorporated by Consultant, or approved or recommended by Consultant for use by the City in connection with Services rendered via approved Task Orders, be fully compatible with, and must not materially and adversely affect, or be materially and adversely affected by each other or the other hardware, software, equipment, network components, systems, services and other resources that are owned or leased by, or licensed to the City, as of the Effective Date of the approved Task Order (collectively, City Resources"). At all times, Consultant must cooperate and work as requested with the other services providers of the City to coordinate the development and the provision of Services with the services and systems of such other service providers.

Such coordination shall include: (i) facilitating with such other relevant service providers the timely resolution of all problems that may arise and impact the Services, regardless of the actual or suspected root-cause of such problems, and using all commercially reasonable efforts to obtain and maintain the active participation, cooperation, and involvement of such other services providers as is required for such problem resolution; (ii) providing information concerning any of all of the Provided Resources or the data, computing environment, and technology direction used in implementing and providing the Services; (iii) working with the City's other service providers in the implementation and integration of the Services with the City Resources in City's environment and the integration and interfacing of the services of such other service providers with the Services; (iv) providing reasonable access to and use of the Provided Resources; and (v) performing other reasonably necessary tasks in connection with the Services in order to accomplish the foregoing activities described in this sentence. In the event of any dispute between the parties as to whether a particular service or function falls within the scope of services to be provided by the City's third-party providers (or by the City itself), or within the scope of Services to be provided by the Consultant, such particular service or function shall be considered to be a part of the Services hereunder if it is consistent with, and reasonably inferable to be within, the scope of Consultant's work, as set forth in this Agreement, and it more reasonably would be associated with the scope for Consultant's work than with the scope of the services to be provided by such other service providers.

B. Cooperation

The Consultant will at all times cooperate fully with the City, its agents, employees, consultants, and Sub Consultants; any other parties providing services with respect to this Agreement; and any interested governmental agency. The Consultant will at all times act in the City's best interests. If this Agreement is terminated for any reason, or if it is to expire on its own terms, the Consultant will make every effort to assure an orderly transition to another provider of the Services, if any; an orderly demobilization of its own operations in connection with the Services; uninterrupted provision of Services during any transition period; and will otherwise comply with the reasonable requests and requirements of the Commissioner in connection with the termination or expiration.

C. Failure to Comply

If Consultant fails to comply with the above standards, Consultant will perform again, at its own expense, any and all Services required to be performed again as a direct or indirect result of such failure. The duty to perform again is in addition to and not a limitation on any other remedies available to the City

under this Agreement, at law, or in equity.

D. Related Services

The parties have attempted to delineate in this Agreement and its Exhibits, and will attempt to delineate in each Task Order, the specific tasks, activities, and Services that will be performed by Consultant, and the specific Deliverables that will be provided by Consultant, in the Project. Nevertheless, and notwithstanding anything to the contrary herein, the parties acknowledge and agree that no such delineation may possibly be entirely exhaustive or complete and that all such delineations will be interpreted as illustrations of the general types and natures of Services and Deliverables that are to be provided by Consultant, rather than as complete and exhaustive lists of such Services and Deliverables. Notwithstanding anything to the contrary elsewhere in this Agreement or in any Task Order, the parties agree that the Services to be performed by Consultant with respect to any Project as a whole shall be deemed to include not only such delineated tasks, activities, responsibilities and services, but also such other tasks, activities, responsibilities, and services as are consistent with and reasonably related to those that are so delineated and are otherwise necessary to provide City with the requirements of this Agreement.

3.03 Personnel

A. Adequate Staffing

The Consultant will, immediately upon receiving a fully executed copy of this Agreement, assign during the term of this Agreement and any extension of it an Account Manager who will be the Consultant's designated person to receive Task Order Requests and to submit Proposals. If assigned a Project, the Consultant will, immediately upon receiving a fully executed Task Order, assign during the term of the Project and any extension of it, an adequate staff of competent personnel which is fully equipped, licensed as appropriate, available as needed, qualified and assigned to perform the Services. The Consultant will identify such personnel and their positions in a staffing schedule which will be included in each Proposal.

B. Key Personnel

1. Minimum Requirements. The Consultant's Key Personnel under this Agreement will consist of an Account Manager who will be the contact person for the City and such other personnel as may be named for specific projects in the respective Proposal (see Exhibit 5 for the list of Key Personnel). Changes in the assignment of committed key personnel due to commitments not related to this Agreement are prohibited without the Commissioner's approval. Key personnel may also include other critical members of the project as specified in the Proposal.

2. No Substitutions. The Consultant will not reassign or replace Key Personnel without the written consent of the Commissioner which consent will not be unreasonably withheld. The CPO may at any time in writing notify the Consultant that the City will no longer accept performance of Services under this Agreement by one or more Key Personnel. Upon such notice the Consultant will immediately cease to assign that person or those persons to perform the Services and will replace him or them with personnel qualified to perform the function and acceptable to the Commissioner.

If any Key Personnel furnished by the Consultant to perform Services under this Agreement are unable to continue in the performance of assigned duties for reasons beyond the Consultant's control, the Consultant shall promptly notify the City, explaining the circumstances. Within 10 days of notification by

either party of the need to replace Key Personnel, the Consultant must furnish to the City the name of the substitute person and any other information the City may require. If the City does not approve such substitute person, the Consultant must propose another substitute person within 5 days. Such 5-day cycle will be repeated for a reasonable period until a proposed replacement has been approved by the City or the City has declared an Event of Default.

C. **Conduct on City's Premises**

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

D. Salaries and Wages

The Consultant must pay, and cause each of its Sub Consultants to pay, salaries and wages due to all employees of the Consultant and its Sub Consultants, respectively, performing Services under this Agreement unconditionally and at least once a month without deduction or rebate on any account, except only for such payroll deductions as are mandatory by law or are permitted under applicable law and regulations. If, in the performance of this Agreement, the Consultant or any Sub Consultant underpays any such salaries or wages, the Comptroller may withhold, out of payments due to the Consultant, an amount sufficient to pay to employees underpaid the difference between the salaries or wages required to be paid under this Agreement or the applicable subcontract 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 the Consultant to the respective employees to whom they are due. The parties acknowledge that this section is solely for the benefit of the City and that it does not grant any third party beneficiary rights.

3.04 Minority and Women Business Enterprises

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 Municipal Code of Chicago (**"Municipal Code"**), §§ 2-92-420 *et seq.* (1990), except to the extent waived by the Chief Procurement Officer and the Special Conditions Regarding MBE/WBE Commitment for Task Order Contracts set forth in Exhibit 3.

Consultant will provide a fully executed Schedule D-3 with each Task Order Proposal which indicates the individual M/WBE percentage goals established for each specific project at the Task Order level. A separate Schedule C-3 for each proposed M/WBE Sub Consultant will also be required at the Task Order level, and will become a part of the Project Documents upon acceptance by the Commissioner and CPO. The City reserves the rights to require replacement of any proposed M/WBE that is not certified by the City of Chicago and/or increase or decrease the M/WBE compliance participation based on the available pool of City of Chicago certified Minority and Women owned businesses.

Each Consultant will be required to submit an MBE/WBE Utilization Report, as included in Exhibit 3,

and supporting documentation within ninety (90) days after award of Task Order and quarterly thereafter to the City of Chicago, Office of Compliance, Supplier Diversity Program, 333 S. State Street, Suite 320, Chicago, Illinois 60602. The MBE/WBE Utilization Reports must reflect actual amounts paid to each MBE/WBE to date based on percentages of total contract value.

3.05 Ownership of Documents

All Deliverables, data, findings or information in any form prepared, assembled or encountered by or provided to Consultant under this Agreement are property of the City, including, as further described in Section 3.06 below, all copyrights inherent in them or their preparation. During performance of its Services, Consultant is responsible for any loss or damage to the Deliverables, data, findings or information while in Consultant's or any Sub Consultant's possession. Any such lost or damaged Deliverables, data, findings or information must be restored at the expense of Consultant. If not restorable, Consultant must bear the cost of replacement and of any loss suffered by the City on account of the destruction, as provided in Section 9.02.

3.06 Copyright Ownership

Consultant and the City intend that, to the extent permitted by law, the Deliverables to be produced by Consultant at the City's instance and expense under this Agreement are conclusively deemed "**works made for hire**" within the meaning and purview of Section 101 of the United States Copyright Act, 17 U.S.C. §101 *et seq.*, and that the City will be the sole copyright owner of the Deliverables and of all aspects, elements and components of them in which copyright can subsist, and of all rights to apply for copyright registration or prosecute any claim of infringement.

To the extent that any Deliverable does not qualify as a "work made for hire," Consultant hereby irrevocably grants, conveys, bargains, sells, assigns, transfers and delivers to the City, its successors and assigns, all right, title and interest in and to the copyrights and all U.S. and foreign copyright registrations, copyright applications and copyright renewals for them, and other intangible, intellectual property embodied in or pertaining to the Deliverables prepared for the City under this Agreement, and all goodwill relating to them, free and clear of any liens, claims or other encumbrances, to the fullest extent permitted by law. Consultant will, and will cause all of its Sub Consultants, employees, agents and other persons within its control to, execute all documents and perform all acts that the City may reasonably request in order to assist the City in perfecting its rights in and to the copyrights relating to the Deliverables, at the sole expense of the City. Consultant warrants to the City, its successors and assigns, that on the date of transfer Consultant is the lawful owner of good and marketable title in and to the copyrights for the Deliverables and has the legal rights to fully assign them. Consultant further warrants that it has not assigned and will not assign any copyrights and that it has not granted and will not grant any licenses, exclusive or nonexclusive, to any other party, and that it is not a party to any other agreements or subject to any other restrictions with respect to the Deliverables. Consultant warrants that the Deliverables are complete, entire and comprehensive, and that the Deliverables constitute a work of original authorship.

3.07 Records and Audits

A. Records

(1) Consultant must deliver or cause to be delivered to the City all documents, including all Deliverables prepared for the City under the terms of this Agreement, promptly in accordance with the time limits prescribed in this Agreement, and if no time limit is specified, then upon reasonable demand for them or upon termination or completion of the Services under this Agreement. If Consultant

fails to make such delivery upon demand, then Consultant must pay to the City any damages the City may sustain by reason of Consultant's failure.

(2) Consultant must maintain any such records including Deliverables not delivered to the City or demanded by the City for a period of 5 years after the final payment made in connection with this Agreement. Consultant must not dispose of such documents following the expiration of this period without notification of and written approval from the City in accordance with Article 13.

B. Audits

(1) Consultant and any of Consultant's Sub Consultants must furnish the Department with all information that may be requested pertaining to the performance and cost of the Services. Consultant must maintain records showing actual time devoted and costs incurred. Consultant must keep books, documents, papers, records and accounts in connection with the Services open to audit, inspection, copying, abstracting and transcription and must make these records available to the City and any other interested governmental agency, at reasonable times during the performance of its Services.

(2) To the extent that Consultant conducts any business operations separate and apart from the Services required under this Agreement using, for example, personnel, equipment, supplies or facilities also used in connection with this Agreement, then Consultant must maintain and make similarly available to the City detailed records supporting Consultant's allocation to this Agreement of the costs and expenses attributable to any such shared usages.

(3) Consultant must maintain its books, records, documents and other evidence and adopt accounting procedures and practices sufficient to reflect properly all costs of whatever nature claimed to have been incurred and anticipated to be incurred for or in connection with the performance of this Agreement. This system of accounting must be in accordance with generally accepted accounting principles and practices, consistently applied throughout.

(4) No provision in this Agreement granting the City a right of access to records and documents is intended to impair, limit or affect any right of access to such records and documents which the City would have had in the absence of such provisions.

(5) The City may in its sole discretion audit the records of Consultant or its Sub Consultants, or both, at any time during the term of this Agreement or within five years after the Agreement ends, in connection with the goods, work, or Services provided under this Agreement. Each calendar year or partial calendar year is considered an "audited period." If, as a result of any such audit, it is determined that Consultant or any of its Sub Consultants has overcharged the City in the audited period, the City will notify Consultant. Consultant must then promptly reimburse the City for any amounts the City has paid Consultant due to the overcharges and also some or all of the cost of the audit, as follows:

(a) If the audit has revealed overcharges to the City representing less than 5% of the total value, based on the Agreement prices, of the goods, work, or Services provided in the audited period, then the Consultant must reimburse the City for 50% of the cost of the audit and 50% of the cost of each subsequent audit that the City conducts;

(b) If, however, the audit has revealed overcharges to the City representing 5% or

more of the total value, based on the Agreement prices, of the goods, work, or Services provided in the audited period, then Consultant must reimburse the City for the full cost of the audit and of each subsequent audit.

Failure of Consultant to reimburse the City in accordance with subsection (a) or (b) above is an event of default under Section 11.01 of this Agreement, and Consultant will be liable for all of the City's costs of collection, including any court costs and attorneys' fees.

3.08 Subcontracts and Assignments

A. Consultant must not assign, delegate or otherwise transfer all or any part of its rights or obligations under this Agreement: (i) unless otherwise provided for elsewhere in this Agreement; or (ii) without the express written consent of the CPO and the Commissioner. The absence of such a provision or written consent voids the attempted assignment, delegation or transfer and is of no effect as to the Services or this Agreement. No approvals given by the CPO, including approvals for the use of any Sub Consultants, operate to relieve Consultant of any of its obligations or liabilities under this Agreement.

B. All Sub Consultants are subject to the prior approval of the CPO. Approval for the use of any Sub Consultant in performance of the Services is conditioned upon performance by the Sub Consultant in accordance with the terms and conditions of this Agreement. If any Sub Consultant fails to perform the Services in accordance with the terms and conditions of this Agreement to the satisfaction of the Commissioner, the City has the absolute right upon written notification to immediately rescind approval and to require the performance of this Agreement by Consultant personally or through any other City-approved Sub Consultant. Any approval for the use of Sub Consultants in the performance of the Services under this Agreement under no circumstances operates to relieve Consultant of any of its obligations or liabilities under this Agreement.

C. Consultant, upon entering into any agreement with a Sub Consultant, must furnish upon request of the CPO or the Department a copy of its agreement. Consultant must ensure that all subcontracts contain provisions that require the Services be performed in strict accordance with the requirements of this Agreement, provide that the Sub Consultants are subject to all the terms of this Agreement and are subject to the approval of the Commissioner and the CPO. If the agreements do not prejudice any of the City's rights under this Agreement, such agreements may contain different provisions than are provided in this Agreement with respect to extensions of schedule, time of completion, payments, guarantees and matters not affecting the quality of the Services.

D. Consultant must not transfer or assign any funds or claims due or to become due under this Agreement without the prior written approval of the CPO. The attempted transfer or assignment of any funds, either in whole or in part, or any interest in them, which are due or to become due to Consultant under this Agreement, without such prior written approval, has no effect upon the City.

E. Under § 2-92-245 of the Municipal Code, the CPO may make direct payments to Sub Consultants for Services performed under this Agreement. Any such payment has the same effect as if the City had paid Consultant that amount directly. Such payment by the City to Consultant's Sub Consultant under no circumstances operates to relieve Consultant of any of its obligations or liabilities under this Agreement. This section is solely for the benefit of the City and does not grant any third party beneficiary rights.

F. The City reserves the right to assign or otherwise transfer all or any part of its interests

under this Agreement to any successor.

3.09 Confidentiality

A. All Deliverables and reports, data, findings or information in any form prepared, assembled or encountered by or provided by Consultant under this Agreement are property of the City and are confidential, except as specifically authorized in this Agreement or as may be required by law. Consultant must not allow the Deliverables to be made available to any other individual or organization without the prior written consent of the City. Further, all documents and other information provided to Consultant by the City are confidential and must not be made available to any other individual or organization without the prior written consent of the City. Consultant must implement such measures as may be necessary to ensure that its staff and its Sub Consultants are bound by the confidentiality provisions in this Agreement. If any of the foregoing requires the disclosures of any proprietary information or Confidential Information of Consultant to any third party, such third party shall be required to enter into a reasonable confidentiality agreement with the City, with terms substantially equivalent to those of this Agreement regarding the protection of confidential Information.

B. Consultant must not issue any publicity news releases or grant press interviews, and except as may be required by law during or after the performance of this Agreement, disseminate any information regarding its Services or the project to which the Services pertain without the prior written consent of the Commissioner.

C. If Consultant is presented with a request for documents by any administrative agency or with a subpoena duces tecum regarding any records, data or documents which may be in Consultant's possession by reason of this Agreement, Consultant must immediately give notice to the Commissioner and the Corporation Counsel for the City with the understanding that the City will have the opportunity to contest such process by any means available to it before the records, data or documents are submitted to a court or other third party. Consultant, however, is not obligated to withhold the delivery beyond the time ordered by a court or administrative agency, unless the subpoena or request is quashed or the time to produce is otherwise extended.

D. HIPPA and AIDS Confidentiality Act. To the extent not defined here the capitalized terms below and in Exhibit 6 will have the meanting as set forth in the Health Insurance Portability and Accountability Act (Act). See 45 CFR parts 160, 162, and 164. Consultant and all its subcontractors must comply with the Act and all rules and regulations applicable to it including the Privacy Rule, which sets forth the Standards for Privacy of Individually Indetifiable Health Information at 45 CFR part 160 and part 164 subparts A and E: the Standards for Electronic Transaction, which are located at 45 CFR parts 160 and 162 and the Security Standards, which are located at 45 CFR parts 160, 162 and 164. Consultant must also comply with the Illinois AIDS Confidentiality Act (410 ILCS 305/1 through 16) and the rules and regulations of the Illinois Department of Public Health promulgated under it. If Consultant fails to comply with the applicable provision under the ACT or the Illinois AIDS Confidentiality Act, such failure will constitute an event of default under this Agreement for which no opportunity for cure will be provided.

Additionally, if Consultant is a Business Associate it must comply with all requirements of the Act applical to Business Associates including the provision contaned in Exhibit 6.

3.10 City's Policies and Procedures

Consultant covenants that it, the Consultant personnel, Sub Consultants of Consultant and their respective employees, and all other agents and representatives of Consultant or its Sub Consultants, shall at all times comply with and abide by all policies and procedures of City (as such may exist or be revised or established by City from time to time) that reasonably pertain to Consultant in connection with Consultant's performance hereunder, including all such policies that pertain to conduct on City's premises, use or possession of contraband, or the access to, or security and confidentiality of, City's information technology, data, or resources, or related systems, networks, equipment, property, or facilities. No such policies shall override the express provisions of this Agreement relating to ownership of Consultant's proprietary information. Written copies of such policies and procedures shall be provided to Consultant by City upon request. Prior to performing Services hereunder, each of the Consultant personnel who will have access to City's data, software, or Confidential Information shall execute City's standard form confidentiality agreements. Consultant shall issue to each Consultant personnel appropriate access mechanisms (e.g., access IDs, passwords, and access cards), which mechanisms shall be used only by the specific individuals to whom issued. Consultant shall provide each Consultant personnel with only the level of access that is appropriate and required to perform the tasks and functions for which such person is responsible. Consultant shall, from time to time, and promptly upon City's request, provide City with an updated list of those Consultant personnel who have the highest level of access to City's systems, software and data. Consultant shall maintain and ensure the confidentiality and security of City's information systems, networks, software and data in accordance with the terms of this Agreement, and shall, in any event, treat all such materials with a level of security at least equivalent to that then being maintained by: (i) City with respect to such materials; and (ii) Consultant with respect to its own similar systems and data. Consultant shall cooperate with City in ensuring Consultant's compliance with the policies and procedures described in this Section 3.10, and any violations or disregard of such policies or procedures shall, in addition to all other available rights and remedies of City, be cause for denial of access or use by the applicable Consultant personnel to City's information systems, networks, equipment, property and facilities.

ARTICLE 4. RESULTS TOR ACCEPTANCE TESTING CRITERIA AND PROCEDURES

4.01 Development of Acceptance Test

Each Task Order Request will contain functional specifications and a general statement of acceptance criteria for the Deliverables ("General Acceptance Criteria"). After reviewing the Proposal, and prior to issuing the Notice-to-Proceed, the City will propose a detailed, comprehensive set of acceptance criteria for each Deliverable designed to objectively verify the performance of each Deliverable or the Deliverables as whole ("Detailed Acceptance Criteria"). The City and the Consultant will mutually agree upon the Detailed Acceptance Criteria. The Detailed Acceptance Criteria will be contained in the Project Documents. As used here, the term "Acceptance Criteria" referes to the General Acceptance Criteria until the parties agree on the Detailed Acceptance Criteria and thereafter shall refer to the General Acceptance Criteria and the Detailed Acceptance Criteria, collectively.

4.02. Acceptance Procedures

A. Upon issuing a Notice-to-Proceed, the City will propose and the Consultant shall agree in writing on detailed, compreshensive acceptance procedures for the Deliverables ("Acceptance Procedures"). The Acceptance Procedures must include the provisions of this Section 4.02. Each submittal of a Deliverable by Consultant shall be accompanied by a written certificate from the Consultant that such Deliverable has met its Acceptance Criteria ("Completion Certificate"). Upon delivery of the Completion Certificate, the Consultant shall also provide a complete copy of the Deliverable to the City.

B. At the City's request, the Consultant will demonstrate to the City how the Deliverable meets or satisfies its Acceptance Criteria. The Consultant will conduct any additional review and/or testing of a Deliverable that the City requests in order to verify to its satisfaction that the Deliverable meets or satisfies the Acceptance Criteria. If the City determines that any submitted Deliverable does not perform the requirements specified by such Deliverable's Acceptance Criteria, the City will provide the Consultant with written notice specifying the identified failures. The Consultant must cure as promptly as possible any such failures and deficiencies and will apply necessary resources to perform such cure. After completing such cure, the Consultant must resubmit the Deliverable for review testing and must resubmit the Deliverable to the City along with a Completion Certificate. Disputes regarding claimed failures and deficiencies will be resolved pursuant to the disputes provision of Article 10.

ARTICLE 5. DURATION OF AGREEMENT

5.01 Term of Performance

This Agreement will take effect from the date of execution through April 30, 2017 or until the Agreement is terminated in accordance with its terms, whichever occurs first.

5.02 Timeliness of Performance

(A) Consultant must provide the Services and Deliverables within the time limits required under any Task Order pursuant to the provisions of Section 3.01 and Exhibit 1. **Further, Consultant acknowledges that TIME IS OF THE ESSENCE and that the failure of Consultant to comply with the required time limits may result in economic or other losses to the City.**

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

ARTICLE 6. COMPENSATION

6.01 Basis of Payment

Each Task Order Request will specify the basis of payment for the satisfactory performance of the Services requested and will either be lump sum, hourly rate, time and materials with a guaranteed maximum price or such other method as specified in the Task Order Request. In each case where the Consultant is to be compensated based on an hourly rate, the Budget will specify a maximum payment that cannot be exceeded without an amendment.

The City will pay Consultant for completed Services and accepted Deliverables based on the defined basis of payment and in accordance with the Compensation Schedule shown in Exhibit 1 for each TOR.

6.02 Budget for Services

As provided in Section 3.01, the Consultant will prepare a Cost Proposal as part of each Proposal. The Cost Proposal for each Proposal will be deemed approved upon approval of the Task Order. The

Consultant will prepare its Cost Proposal in accordance with the basis of payment specified in the applicable Task Order Request, either lump sum, hourly rate, or time and materials with a guaranteed maximum price or such other method as specified in the Task Order Request. If a time and materials basis is specified, the Consultant will estimate the number of hours to complete the project and calculate the guaranteed maximum price based upon its Fully-Loaded Hourly Rates. A Cost Proposal which does not conform to the specified basis of payment may be cause for rejection of the Proposal.

6.03 Method of Payment

The method of payment depends on the basis of payment. The method of payment will be specified in the Task Order Request. Payment will be made using the following processes:

For lump sum compensation, the Consultant will submit periodic invoices which may prorate the lump sum on the basis of milestone Deliverables provided. For hourly rate compensation (time and materials), the Consultant will submit monthly invoices for the hours and direct costs incurred during the month and will explain any variances from the Budget.

The Project Documents will specify a percentage of the compensation that will be retained by the City from every invoice until all Deliverables have been accepted as provided in this Agreement ("Retainage"). In no event shall the Retainage be less than 10%. The Project Documents may specify a higher Retainage percentage.

All invoices will be submitted in a format and detail acceptable to the City. Upon request by the City, the Consultant will supply original time sheets, payroll registers, invoices, and such other documentation as may be necessary to support the amount invoiced. No invoices will be submitted for under $500.00 unless they are submitted for final payment/project close-out. If Consultant has an invoice for less than $500 and it is not the final payment/project close-out, the Consultant will hold the invoice and submit it the next time the total exceeds $500.

The City will process invoices for payment within 60 days after receipt of properly completed and signed invoices accompanied by all necessary supporting documents verifying all costs related to each TOR.

6.04 Funding

This is a Depends Upon Requirements (DUR) Agreement. The City is under no obligation to award any Task Orders pursuant to this Agreement. Any payments under this Agreement will be made from Fund No. 009-0100-0062005-0138-220138 and various other funds and are subject to the appropriation and availability of funds therein. The maximum amount to be encumbered under this fund for disbursement pursuant to this Agreement ("Maximum Compensation") for all categories shall not exceed $6,000,000.00. Actual expenditures under this Agreement will depend upon requirements.

6.05 Non-Appropriation

If no funds or insufficient funds are appropriated and budgeted in any fiscal period of the City for payments to be made under this Agreement, then the City will notify 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

except that no payments will be made or due to Consultant under this Agreement beyond those amounts appropriated and budgeted by the City to fund payments under this Agreement.

6.06 Sub Consultant Payments

Consultant must submit a status report of Sub Consultant payments with each invoice for the duration of the Agreement on the "Sub Consultant Payment Certification" form required by the City. The form can be downloaded from the City's website at http://www.cityofchicago.org/webportal/COCWebPortal/COC_EDITORIAL/subcompliance.pdf. The statement must list the following for Consultant and for each Sub Consultant and supplier for the period for which payment is requested:

(i) Total amount invoiced by the Consultant for the prior month;
(ii) The name of each particular Sub Consultant or supplier utilized during the prior month;
(iii) Indication if the Sub Consultant or supplier is acting as an MBE, WBE, DBE, or non-certified firm on this Agreement;
(iv) The Consultant /supplier number of each Sub Consultant or supplier;
(v) Total amount invoiced that is to be paid to each Sub Consultant or supplier.

If a Sub Consultant has satisfactorily completed its Services, or provided specified materials in accordance with the requirements of the Agreement, Consultant must pay Sub Consultant for such work or materials within fourteen (14) calendar days of Consultant receiving payment from the City.

ARTICLE 7. COMPLIANCE WITH ALL LAWS

7.01 Compliance with All Laws Generally

(A) Consultant must observe and comply with all applicable federal, state, county and municipal laws, statutes, ordinances and executive orders, in effect now or later and whether or not they appear in this Agreement, including those set forth in this Article 7, and Consultant must pay all taxes and obtain all licenses, certificates and other authorizations required by them. Consultant must require all Sub Consultants to do so, also. Further, Consultant must execute an Economic Disclosure Statement and Affidavit ("**EDS**") in the form attached to this Agreement as Exhibit 4. Notwithstanding acceptance by the City of the EDS, Consultant's failure in the EDS to include all information required under the Municipal Code renders this Agreement voidable at the option of the City. Consultant must promptly update its EDS(s) on file with the City whenever any information or response provided in the EDS(s) is no longer complete and accurate.

(B) Notwithstanding anything in this Agreement to the contrary, references to a statute or law are considered to be a reference to (i) the statute or law as it may be amended from time to time; (ii) all regulations and rules pertaining to or promulgated pursuant to the statute or law; and (iii) all future statutes, laws, regulations, rules and executive orders pertaining to the same or similar subject matter.

(C) The Consultant understands and will abide by the terms of Chapter 2-55 of the Municipal Code of Chicago.

The Consultant will comply with Section 2-154-020 of the Municipal Code of Chicago.

Failure by the Consultant or any controlling person (as defined in Section 1-23-101 of the Municipal Code of Chicago) thereof to maintain eligibility to do business with the City of Chicago as required by Section 1-23-030 of the Municipal Code of Chicago shall be grounds for termination of this Agreement.

7.02 Nondiscrimination

(1) **Consultant**

Consultant must comply with applicable federal, state, and local laws and related regulations prohibiting discrimination against individuals and groups.

(a) **Federal Requirements**

Consultant must not engage in unlawful employment practices, such as (1) failing or refusing to hire or discharging any individual, or otherwise discriminating against any individual with respect to compensation or the terms, conditions, or privileges of the individual's employment, because of the individual's race, color, religion, sex, age, handicap/disability or national origin; or (2) limiting, segregating or classifying Consultant's employees or applicants for employment in any way that would deprive or tend to deprive any individual of employment opportunities or otherwise adversely affect the individual's status as an employee, because of the individual's race, color, religion, sex, age, handicap/disability or national origin.

Consultant must comply with, and the procedures Consultant utilizes and the Services Consultant provides under this Agreement must comply with, the Civil Rights Act of 1964, 42 U.S.C. sec. 2000e *et seq.* (1981), as amended and the Civil Rights Act of 1991, P.L. 102-166. Attention is called to: Exec. Order No. 11246, 30 Fed. Reg. 12,319 (1965), reprinted in 42 U.S.C. 2000e note, as amended by Exec. Order No. 11375, 32 Fed. Reg. 14,303 (1967) and by Exec. Order No. 12086, 43 Fed. Reg. 46,501 (1978); Age Discrimination Act, 42 U.S.C. §§ 6101-6106 (1981); Age Discrimination in Employment Act, 29 U.S.C. §§621-34; Rehabilitation Act of 1973, 29 U.S.C. §§ 793-794 (1981); Americans with Disabilities Act, 42 U.S.C. §12101 *et seq.*; 41 C.F.R. Part 60 *et seq.* (1990); and all other applicable federal statutes, regulations and other laws.

(b) **State Requirements**

Consultant must comply with, and the procedures Consultant utilizes and the Services Consultant provides under this Agreement must comply with, the Illinois Human Rights Act, 775 ILCS 5/1-101 *et seq.* (1990), as amended and any rules and regulations promulgated in accordance with it, including the Equal Employment Opportunity Clause, 44 Ill. Admin. Code § 750 Appendix A. Furthermore, Consultant must comply with the Public Works Employment Discrimination Act, 775 ILCS 10/0.01 *et seq.* (1990), as amended, and all other applicable state statutes, regulations and other laws.

(c) **City Requirements**

Consultant must comply with, and the procedures Consultant utilizes and the Services Consultant provides under this Agreement must comply with, the Chicago Human Rights Ordinance, ch. 2-160, Section 2-160-010 *et seq.* of the Municipal Code of Chicago (1990), as amended, and all other applicable City ordinances and rules.

(2) **Sub Consultants**

Consultant must incorporate all of this Section 7.02 by reference in all agreements entered into with any suppliers of materials, furnisher of services, Sub Consultants of any tier, and labor organizations that furnish skilled, unskilled and craft union skilled labor, or that may provide any such materials, labor or services in connection with this Agreement. Further, Consultant must furnish and must cause each of its Sub Consultant(s) to furnish such reports and information as requested by the federal, state, and local agencies charged with enforcing such laws and regulations, including the Chicago Commission on Human Relations.

7.03 Office of Compliance

It is the duty of any bidder, proposer, Consultant, contractor, all SubConsultants, and every applicant for certification of eligibilty for a City Agreement or program, and all officers, directors, agents, partners and employees of any bidder, proposer, Consultant or such applicant to cooperate with the Office of Compliance in any investigation or audit pursuatnt to Chapter 2-26 of the Municipal Code of Chicago. The Consultant understands and will abide by all provisions of Chapter 2-26 of the Municipal Code of Chicago. All subcontracts will inform SubConsultants of this provision and require understanding and compliance with it.

7.04 Inspector General

It is the duty of any bidder, proposer or Consultant, all Sub Consultants, every applicant for certification of eligibility for a City contract or program, and all officers, directors, agents, partners and employees of any bidder, proposer, Consultant, Sub Consultant or such applicant to cooperate with the Inspector General in any investigation or hearing undertaken pursuant to Chapter 2-56 of the Municipal Code of Chicago. Consultant understands and will abide by all provisions of Chapter 2-56 of the Municipal Code of Chicago. All subcontracts must inform Sub Consultants of the provision and require understanding and compliance with it.

7.05 MacBride Ordinance

The City of Chicago through the passage of the MacBride Principles Ordinance seeks to promote fair and equal employment opportunities and labor practices for religious minorities in Northern Ireland and provide a better working environment for all citizens in Northern Ireland.

In accordance with Section 2-92-580 of the Municipal Code of the City of Chicago, if the primary consultant conducts any business operations in Northern Ireland, the consultant must make all reasonable and good faith efforts to conduct any business operations in Northern Ireland in accordance with the MacBride Principles for Northern Ireland as defined in Illinois Public Act 85-1390 (1988 Ill. Laws 3220).

The provisions of this Section 7.05. do not apply to contracts for which the City receives funds administered by the United States Department of Transportation, except to the extent Congress has directed that the Department of Transportation not withhold funds from states and localities that choose to implement selective purchasing policies based on agreement to comply with the MacBride Principles for Northern Ireland, or to the extent that such funds are not otherwise withheld by the Department of Transportation.

7.06 Business Relationships with Elected Officials

Pursuant to Section 2-156-030(b) of the Municipal Code of the City of Chicago, it is illegal for any elected official of the City, or any person acting at the direction of such official, to contact, either orally or in writing, any other City official or employee with respect to any matter involving any person with whom the elected official has a business relationship, or to participate in any discussion in any City Council committee hearing or in any City Council meeting or to vote on any matter involving the person with whom an elected official has a business relationship. **Violation of Section 2-156-030(b) by any elected official with respect to this Agreement is grounds for termination of this Agreement.** The term business relationship is defined as set forth in Section 2-156-080 of the Municipal Code of Chicago.

Section 2-156-080 defines a **"business relationship"** as any contractual or other private business dealing of an official, or his or her spouse, or of any entity in which an official or his or her spouse has a financial interest, with a person or entity which entitles an official to compensation or payment in the amount of $2,500 or more in a calendar year; provided, however, a financial interest shall not include: (i) any ownership through purchase at fair market value or inheritance of less than one percent of the share of a corporation, or any corporate subsidiary, parent or affiliate thereof, regardless of the value of or dividends on such shares, if such shares are registered on a securities exchange pursuant to the Securities Exchange Act of 1934, as amended; (ii) the authorized compensation paid to an official or employee for his office or employment; (iii) any economic benefit provided equally to all residents of the City; (iv) a time or demand deposit in a financial institution; or (v) an endowment or insurance policy or annuity contract purchased from an insurance company. A "contractual or other private business dealing" shall not include any employment relationship of an official's spouse with an entity when such spouse has no discretion concerning or input relating to the relationship between that entity and the City.

7.07 Chicago "Living Wage" Ordinance

(A) Section 2-92-610 of the Municipal Code provides for a living wage for certain categories of workers employed in the performance of City contracts, specifically non-City employed security guards, parking attendants, day laborers, home and health care workers, cashiers, elevator operators, custodial workers and clerical workers (**"Covered Employees"**). Accordingly, pursuant to Section 2-92-610 and regulations promulgated under it:

(1) If Consultant has 25 or more full-time employees, and

(2) If at any time during the performance of this Agreement, Consultant and/or any Sub Consultant or any other entity that provides any portion of the Services (collectively **"Performing Parties"**) uses 25 or more full-time security guards, or any number of other full-time Covered Employees, then

(3) Consultant must pay its Covered Employees, and must ensure that all other Performing Parties pay their Covered Employees, not less than the minimum hourly rate as determined in accordance with this provision (the **"Base Wage"**) for all Services performed under this Agreement.

(B) Consultant's obligation to pay, and to ensure payment of, the Base Wage will begin at any time during the term of this Agreement when the conditions set forth in (a)(i) and (a)(ii) above are met, and will continue until the end of the term of this Agreement.

(C) As of July 1, 2010, the Base Wage is $11.03 per hour, and each July 1 thereafter, the Base

Wage will be adjusted using the most recent federal poverty guidelines for a family of four as published annually by the U.S. Department of Health and Human Services, to constitute the following: the poverty guidelines for a family of four divided by 2000 hours or the current base wage, whichever is higher. The currently applicable Base Wage is available from the Department of Procurement Services. At all times during the term of this Agreement, Consultant and all other Performing Parties must pay the Base Wage (as adjusted in accordance with the above). If the payment of prevailing wages is required for Services done under this Agreement, and the prevailing wages for Covered Employees are higher than the Base Wage, then Consultant and all other Performing Parties must pay the prevailing wage rates.

(D) Consultant must include provisions in all subcontracts requiring its Sub Consultants to pay the Base Wage to Covered Employees. Consultant agrees to provide the City with documentation acceptable to the CPO demonstrating that all Covered Employees, whether employed by Consultant or by a Sub Consultant, have been paid the Base Wage, upon the City's request for such documentation. The City may independently audit Consultant and/or Sub Consultants to verify compliance with this section. Failure to comply with the requirements of this section will be an event of default under this Agreement, and further, failure to comply may result in ineligibility for any award of a City contract or subcontract for up to 3 years.

(E) Not-for-Profit Corporations: If Consultant is a corporation having federal tax-exempt status under Section 501(c)(3) of the Internal Revenue Code and is recognized under Illinois not-for-profit law, then the provisions of subsections (a) through (d) above do not apply.

7.08 Environmental Warranties and Representations

In accordance with Section 11-4-1600(e) of the Municipal Code of Chicago, Consultant warrants and represents that it, and to the best of its knowledge, its Sub Consultants have not violated and are not in violation of the following sections of the Code (collectively, the Waste Sections):

7-28-390 Dumping on public way;
7-28-440 Dumping on real estate without permit;
11-4-1410 Disposal in waters prohibited;
11-4-1420 Ballast tank, bilge tank or other discharge;
11-4-1450 Gas manufacturing residue;
11-4-1500 Treatment and disposal of solid or liquid waste;
11-4-1530 Compliance with rules and regulations required;
11-4-1550 Operational requirements; and
11-4-1560 Screening requirements.

During the period while this Agreement is executory, Consultant's or any SubConsultant's violation of the Waste Sections, whether or not relating to the performance of this Agreement, constitutes a breach of and an event of default under this Agreement, for which the opportunity to cure, if curable, will be granted only at the sole designation of the CPO. Such breach and default entitles the City to all remedies under the Agreement, at law or in equity.

This section does not limit Consultant's and its Sub Consultants' duty to comply with all applicable federal, state, county and municipal laws, statutes, ordinances and executive orders, in effect now or later, and whether or not they appear in this Agreement.

Non-compliance with these terms and conditions may be used by the City as grounds for the termination of this Agreement, and may further affect Consultant's eligibility for future contract awards.

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7.09 Prohibition on Certain Contributions

Consultant agrees that Consultant, any person or entity who directly or indirectly has an ownership or beneficial interest in Consultant of more than 7.5 percent ("**Owners**"), spouses and domestic partners of such Owners, Consultant's Sub Consultants, any person or entity who directly or indirectly has an ownership or beneficial interest in any SubConsultant of more than 7.5 percent ("**Sub-owners**") and spouses and domestic partners of such Sub-owners (Consultant and all the other preceding classes of persons and entities are together, the "**Identified Parties**"), shall not make a contribution of any amount to the Mayor of the City of Chicago ("**Mayor**") or to his political fundraising committee (i) after execution of this Agreement by Consultant, (ii) while this Agreement or any Other Contract is executory, (iii) during the term of this Agreement or any Other Contract between Consultant and the City, or (iv) during any period while an extension of this Agreement or any Other Contract is being sought or negotiated.

Consultant represents and warrants that since the date of public advertisement of the specification, request for qualifications, request for Proposals or request for information (or any combination of those requests) or, if not competitively procured, from the date the City approached Consultant or the date Consultant approached the City, as applicable, regarding the formulation of this Agreement, no Identified Parties have made a contribution of any amount to the Mayor or to his political fundraising committee.

Consultant agrees that it shall not: (a) coerce, compel or intimidate its employees to make a contribution of any amount to the Mayor or to the Mayor's political fundraising committee; (b) reimburse its employees for a contribution of any amount made to the Mayor or to the Mayor's political fundraising committee; or (c) bundle or solicit others to bundle contributions to the Mayor or to his political fundraising committee.

Consultant agrees that the Identified Parties must not engage in any conduct whatsoever designed to intentionally violate this provision or Mayoral Executive Order No. 05-1 or to entice, direct or solicit others to intentionally violate this provision or Mayoral Executive Order No. 05-1.

Consultant agrees that a violation of, non-compliance with, misrepresentation with respect to, or breach of any covenant or warranty under this provision or violation of Mayoral Executive Order No. 05-1 constitutes a breach and default under this Agreement, and under any Other Contract for which no opportunity to cure will be granted. Such breach and default entitles the City to all remedies (including without limitation termination for default) under this Agreement, under Other Contract, at law and in equity. This provision amends any Other Contract and supersedes any inconsistent provision contained therein.

If Consultant violates this provision or Mayoral Executive Order No. 05-1 prior to award of the Agreement resulting from this specification, the CPO may reject Consultant's bid.

For purposes of this provision:

"Bundle" means to collect contributions from more than one source which are then delivered by one person to the Mayor or to his political fundraising committee.

"Other Contract" means any other agreement with the City of Chicago to which Consultant is a party that is (i) formed under the authority of chapter 2-92 of the Municipal Code of Chicago; (ii) entered into for the purchase or lease of real or personal property; or (iii) for materials, supplies,

equipment or services which are approved or authorized by the city council.

"Contribution" means a "political contribution" as defined in Chapter 2-156 of the Municipal Code of Chicago, as amended.

Individuals are "Domestic Partners" if they satisfy the following criteria:

(A) they are each other's sole domestic partner, responsible for each other's common welfare; and
(B) neither party is married; and
(C) the partners are not related by blood closer than would bar marriage in the State of Illinois; and
(D) each partner is at least 18 years of age, and the partners are the same sex, and the partners reside at the same residence; and
(E) two of the following four conditions exist for the partners:
    1. The partners have been residing together for at least 12 months.
    2. The partners have common or joint ownership of a residence.
    3. The partners have at least two of the following arrangements:
        a. joint ownership of a motor vehicle;
        b. a joint credit account;
        c. a joint checking account;
        d. a lease for a residence identifying both domestic partners as tenants.
    4. Each partner identifies the other partner as a primary beneficiary in a will.

"Political fundraising committee" means a "political fundraising committee" as defined in Chapter 2-156 of the Municipal code of Chicago, as amended."

7.10 Firms Owned or Operated by Individuals with Disabilities

The City encourages consultants to use Sub Consultants that are firms owned or operated by individuals with disabilities, as defined by Section 2-92-586 of the Municipal Code of the City of Chicago, where not otherwise prohibited by federal or state law.

7.11 Deemed Inclusion

Provision(s) required by law, ordinances, rules, regulations, or executive orders to be inserted will be deemed inserted whether or not they appear in this Agreement or, upon application by either party, this Agreement will forthwith be amended to literally make such insertion; however, in no event will the failure to insert such provision(s) prevent the enforcement of this Agreement.

7.12 False Statements

(1) 1-21-010 False Statements

Any person who knowingly makes a false statement of material fact to the city in violation of any statute, ordinance or regulation, or who knowingly falsifies any statement of material fact made in connection with an application, report, affidavit, oath, or attestation, including a statement of material fact

made in connection with a bid, Proposal, contract or economic disclosure statement or affidavit, is liable to the city for a civil penalty of not less than $500.00 and not more than $1,000.00, plus up to three times the amount of damages which the city sustains because of the person's violation of this section. A person who violates this section shall also be liable for the city's litigation and collection costs and attorney's fees.

The penalties imposed by this section shall be in addition to any other penalty provided for in the municipal code. (Added Coun. J. 12-15-04, p. 39915, § 1)

(2) 1-21-020 Aiding and abetting.

Any person who aids, abets, incites, compels or coerces the doing of any act prohibited by this chapter shall be liable to the city for the same penalties for the violation. (Added Coun. J. 12-15-04, p. 39915, § 1)

(3) 1-21-030 Enforcement.

In addition to any other means authorized by law, the corporation counsel may enforce this chapter by instituting an action with the department of administrative hearings. (Added Coun. J. 12-15-04, p. 39915, § 1)

ARTICLE 8. SPECIAL CONDITIONS

8.01 Warranties and Representations

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

(A) 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;

(B) warrants it is financially solvent; it and each of its employees, agents and Sub Consultants 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;

(C) warrants that it will not knowingly use the services of any ineligible Consultant or Sub Consultant for any purpose in the performance of its Services under this Agreement;

(D) warrants that Consultant and its Sub Consultants are not in default at the time this Agreement is signed, and have not been deemed by the Chief Procurement Officer to have, within 5 years immediately preceding the date of this Agreement, been found to be in default on any contract awarded by the City;

(E) represents that it has carefully examined and analyzed the provisions and requirements of this Agreement; it understands the nature of the Services required; from its own analysis it has satisfied itself as to the nature of all things needed for the performance of this Agreement; this Agreement is feasible of performance in accordance with all of its provisions and requirements, and 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;

(F) represents that Consultant and, to the best of its knowledge, its Sub Consultants are not in violation of the provisions of § 2-92-320 of the Municipal Code , and in connection with it, and additionally in connection with the Illinois Criminal Code, 720 ILCS 5/33E as amended, and the Illinois Municipal Code, 65 ILCS 5/11-42.1-1;

(G) acknowledges that any certification, affidavit or acknowledgment made under oath in connection with this Agreement is made under penalty of perjury and, if false, is also cause for termination under Sections 11.02 and 11.03 of this Agreement; and

(H) warrants and represents that neither Consultant nor an Affiliate of Consultant (as defined below) appears on the Specially Designated Nationals List, the Denied Persons List, the unverified List, the Entity List, or the Debarred List as maintained by the Office of Foreign Assets Control of the U.S. Department of the Treasury or by the Bureau of Industry and Security of the U.S. Department of Commerce (or their successors), or on any other list of persons or entities with which the City may not do business under any applicable law, rule, regulation, order or judgment. "Affiliate of Consultant"means a person or entity that directly (or indirectly through one or more intermediaries) controls, is controlled by or is under common control with Consultant. A person or entity will be deemed to be controlled by another person or entity if it is controlled in any manner whatsoever that results in control in fact by that other person or entity (either acting individually or acting jointly or in concert with others) whether directly or indirectly and whether through share ownership, a trust, a contract or otherwise.

1. **Representations; Covenants**

a. Consultant represents to the City that:

(i) it is a limited liability corporation duly incorporated, validly existing and in good standing under the laws of Illinois;

(ii) it has the requisite corporate power and authority to execute, deliver and perform its obligations under this Agreement and it is financially solvent;

(iii) the execution, delivery and performance of this Agreement have been duly authorized by the Consultant;

(iv) no approval, authorization, or consent of any governmental or regulatory authority is required to be obtained or made by Consultant in order for it to enter into and perform its obligations under this Agreement;

(v) it has obtained all applicable permits, rights, and licenses required in connection with Consultant performing its obligations hereunder;

(vi) it and each of its employees, agents, Sub Consultants of any tier are skilled and experienced in the activity to be performed by such person and competent to perform the Services required under this Agreement;

(vii) its Proposal, including but not limited to its statements and representations that it holds itself to very high standards of quality and professionalism, was accurate at the time it was made and no material changes in it have been made nor will be made without notice to and the express written consent of the City;

(viii) it is not in default at the time of the execution of this Agreement and has not been deemed by the CPO with five years immediately preceding the date of this Agreement to be in default on any contract awarded by the City;

(ix) it is not deemed to be ineligible and will not knowingly use the services of any consultant or consultant deemed to ineligible for contracts by any federal, state, or local governmental agency for any purpose in the performance of its Services under this Agreement;

(x) it and, to the best of its knowledge, its Sub Consultants are not in violation of the provisions of § 2-92-320 of the Municipal Code., and in connection with it, and additionally in connection with the Illinois Criminal Code, 720 ILCS 5/33E as amended, and the Illinois Municipal Code, 65 ILCS 5/11-42.1-1;

(xi) acknowledges that any certification, affidavit or acknowledgment made under oath in connection with this Agreement is made under penalty of perjury and, if false, is also cause for termination under Sections 11.01 and 11.02 of this Agreement; and

(xii) neither Consultant nor an Affiliate of Consultant (as defined below) appears on the Specially Designated Nationals List, the Denied Persons List, the unverified List, the Entity List, or the Debarred List as maintained by the Office of Foreign Assets Control of the U.S. Department of the Treasury or by the Bureau of Industry and Security of the U.S. Department of Commerce (or their successors), or on any other list of persons or entities with which the City may not do business under any applicable law, rule, regulation, order or judgment. "Affiliate of Consultant" means a person or entity that directly (or indirectly through one or more intermediaries) controls, is controlled by or is under common control with Consultant. A person or entity will be deemed to be controlled by another person or entity if it is controlled in any manner whatsoever that results in control in fact by that other person or entity (either acting individually or acting jointly or in concert with others) whether directly or indirectly and whether through share ownership, a trust, a contract or otherwise.

b. Consultant covenants to the City that:

(i) it will comply with all applicable federal, state, and local laws and regulations;

(ii) it will obtain all applicable permits, rights and licenses required in connection with the Consultant performing its obligations hereunder;

(iii) the Services and any software used by the Consultant in providing the Services and the Deliverables will not infringe upon the trademark, copyright, trade secrets or other proprietary rights of any third party; and

(iv) it will not, directly or through a third party, remove, alter, change or interface with the Deliverables for any purpose of prevcnting the City from utilizing the Deliverables.

2. Warranty

a. For Deliverables provided in response to a Results TOR, Consultant represents and warrants that:

i. The Deliverables when submitted to the City for Acceptance and for the duration of the Warranty Period will conform to the Acceptance Criteria, the specifications, Task Order Request and Documentation and will be free of errors or defects in design, material and workmanship.

ii. The media furnished by the Consultant on which any of the Deliverables are furnished shall be free of defects in materials and workmanship under normal use for a period of 90 days from Acceptance. Contractor must, at its cxpense, replace any defective media within 10 days after the City notifies Consultant.

3. For Deliverables provided in response to an Advice TOR, Consultant represents and warrants that:

i. The Services provided hereunder shall be performed in a professional and workmanlike manner, in accordance with applicable professional standards.

ii. The Deliverables provided under any Task Order will conform in all respects to the Task Order Request and Documentation and shall be free of errors or defects in design, material and workmanship.

iii. The media furnished by the Consultant on which any of the Deliverables are furnished shall be free from defects in materials and workmanship under normal use for a period of 90 days from Acceptance. Consultant must, at its expense, replace any defective media within 10 days after the City notifies Consultant.

4. The Consultant represents and warrants that all Deliverables:

(i) correctly and accurately processes date/time data (including, but not limited to, calculating, comparing, and sequencing) from, into, and between the twentieth and twenty-first centuries and leap year calculations;

(ii) respond to two digit date input in a way that resolves the ambiguity as to century in a disclosed, defined and pre-determined manner; and

(iii) store and provide output of date information in ways that are unambiguous as to century.

The foregoing warranties in this Subsection 8.01(C) will apply to the extent that other information technology, used in combination with the information technology supplied under any Task Order, properly exchanges date/time data with it.

If a Task Order requires that specific listed items must perform as a system in accordance with the foregoing warranties in this Subsection 8.01(C), then that warranty will apply to those listed items as a system.

5. The warranties contained in this section will continue for a period of one year ("Warranty Period") after Acceptance (unless otherwise specified in this section or the Project Documents). If the City notifies the Consultant, or the Consultant becomes aware, of any non-performance, error or defect covered by the foregoing warranties within the Warranty Period, the Consultant shall, at its expense, promptly correct such nonperformance, error or defect, but in no event later than 30 days after notification by the City. Any repair or replacement of Deliverables or portions thereof will be additionally and automatically warranted as set forth herein. All warranties will survive inspection, acceptance and payment.

6. No Other Rights Limited

Nothing in the foregoing warranties will be construed to limit any other rights or remedies otherwise available to the City under this Agreement.

8.02 Ethics

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

(a) no officer, agent or employee of the City 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 established under Chapter 2-156 of the Municipal Code .

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

(2) Consultant further acknowledges that any Agreement entered into, negotiated or performed in violation of any of the provisions of Chapter 2-156 is voidable as to the City.

8.03 Joint and Several Liability

In the event that Consultant, or its successors or assigns, if any, is comprised of more than one individual or other legal entity (or a combination thereof), then and in that event, each and every obligation or undertaking herein stated to be fulfilled or performed by Consultant will be the joint and several obligation or undertaking of each such individual or other legal entity.

8.04 Business Documents

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

8.05 Conflicts of Interest

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

B. Consultant represents that it, and to the best of its knowledge, its Sub Consultants if any (Consultant and Sub Consultants will be collectively referred to in this Section 8.05 as "**Contracting Parties**"), presently have no direct or indirect interest and will not acquire any direct or indirect interest in any project or contract that would conflict in any manner or degree with the performance of its Services under this Agreement.

C. Upon the request of the City, Contracting Parties must disclose to the City their past client lists and the names of any clients with whom they have an ongoing relationship. Contracting Parties are not permitted to perform any Services for the City on applications or other documents submitted to the City by any of Contracting Parties' past or present clients. If Contracting Parties become aware of a conflict, they must immediately stop work on the assignment causing the conflict and notify the City.

D. Without limiting the foregoing, if the Contracting Parties assist the City in determining the advisability or feasibility of a project or in recommending, researching, preparing, drafting or issuing a request for Proposals or bid specifications for a project, the Contracting Parties must not participate, directly or indirectly, as a prime, SubConsultant 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 Contracting Parties may, however, assist the City in reviewing the Proposals or bids for the project if none of the Contracting Parties have a relationship with the persons or entities that submitted the Proposals or bids for that project.

E. Further, Contracting Parties must not assign any person having any conflicting interest to perform any Services under this Agreement or have access to any confidential information, as described in Section 3.09 of this Agreement. If the City, by the Commissioner in his reasonable judgment, determines that any of Contracting Parties' services for others conflict with the Services that Contracting Parties are to render for the City under this Agreement, Contracting Parties must terminate such other services immediately upon request of the City.

F. Furthermore, if any federal funds are to be used to compensate or reimburse 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 is part of the EDS and incorporated by reference as if fully set forth here.

8.06 Non-liability of Public Officials

No official, employee or agent of the City will be charged personally by Consultant, or by any assignee or Sub Consultant of the Consultant, with any liability or expenses of defense or be held personally liable to them under any term of provision of this Agreement, or because of the City's execution or attempted execution, or because of any breach hereof.

8.07 EDS / Certification Regarding Suspension and Debarment

Consultant certifies, as further evidenced in the EDS attached as Exhibit 4, by its acceptance of this Agreement that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency. Consultant further agrees by executing this Agreement that it will include this clause without modification in all lower tier transactions, solicitations, Proposals, contracts and subcontracts. If Consultant or any lower tier participant is unable to certify to this statement, it must attach an explanation to the Agreement.

8.08 Payment Card Industry Data Security Standard

Consultant shall at all times during the Term of this Agreement be compliant with the Payment Card Industry ("PCI") Data Security Standard to the extent applicable to the Services and shall be responsible for the security of the payment cardholder data in its possession. Consultant shall provide City such information as the City may reasonably require regarding Consultant's compliance with such PCI requirements, including, at a minimum, an annual certificate of compliance by Consultant with the PCI Data Security Standard. In the event of Consultant's non-compliance with the PCI Data Security Standard, Consultant will promptly perform, at Consultant's expense, all curative measures necessary to remedy such non-compliance.

For further details regarding this standard go to:
https://www.pcisecuritystandards.org/security_standards/pci_dss.shtml

8.09 Information Technology Accessibility Standards

Consultant shall at all times during the Term of this Agreement be compliant with the Illinois Information Technology Accessibility Act to the extent applicable to the Services. In the event of Consultant's non-compliance with the Information Technology Accessibility Act, Consultant will promptly perform at Consultant's expense, all curative measures necessary to remedy such non-compliance.

Further details regarding these standards are currently available at:
http://www.dhs.state.il.us/page.aspx?item=32765

ARTICLE 9. RISK MANAGEMENT

9.01 Consultant's Insurance

Consultant must provide and maintain at Consultant's own expense, until contract completion and during the time period following completion if Consultant is required to return and perform any additional work, the insurance coverages and requirements specified in Exhibit 2, insuring all operations related to the Agreement.

9.02 Indemnification

A. General Indemnification

1. Consultant must defend, indemnify, and hold harmless the City, its officers, representatives, elected and appointed officials, agents and employees from and against any and all Losses, including those related to:

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

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

(c) the City's exercise of its rights and remedies under Section 11.02 of this Agreement;

(d) injuries to or death of any employee of Consultant or any Sub Consultant under any workers compensation statute; and

(e) infringement or alledged infringement by any part of the Consultant's Deliverables of any patent or copyright or other proprietary rights.

2. "Losses" means, individually and collectively, liabilities of every kind, including losses, damages and reasonable costs, payments and expenses (such as, but not limited to, court costs and reasonable attorneys' fees and disbursements), claims, demands, actions, suits, proceedings, judgments or settlements, any or all of which in any way arise out of or relate to Consultant's breach of this Agreement or to Consultant's negligent or otherwise wrongful acts or omissions or those of its officers, agents, employees, consultants, Sub Consultants or licensees.

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

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

5. The indemnities in this section survive the expiration or termination of this Agreement for matters occurring or arising during the term of this Agreement or as the result of or during Consultant's performance of Services beyond the term. Consultant acknowledges that the requirements set forth in this section to defend, indemnify, and hold harmless the City are apart from and not limited by the Consultant's duties under this Agreement, including the insurance requirements in Exhibit 2 of this Agreement.

B. Proprietary Rights Indemnification

1. In addition to the foregoing, in the event of any claim, action, suit or proceeding relating to infringement or alledged infringement of any patent or copyright or other proprietary rights, the Consultant will: (i) successfully defend such, or (ii) obtain the right for the City to continue using the infringing product or proprietary property, or (iii) modify the Consultant's Deliverables at Consultant's cost to make it non-infringing, without material loss of function or utility and without a material increase in operating costs, or (iv) replace the infringing Consultant material with materials containing at least equivalent functionality as the infringing Consultant material.

ARTICLE 10. DISPUTES

Except as otherwise provided in this Agreement, Consultant must and the City may bring any dispute arising under this Agreement which is not resolved by the parties to the CPO for decision based upon the written submissions of the parties. (A copy of the "Regulations of the Department of Procurement Services for Resolution of Disputes between Consultants and the City of Chicago" is available in City Hall, 121 N. LaSalle Street, Room 301, Bid and Bond Room, Chicago, Illinois 60602.) The Chief Procurement Officer will issue a written decision and send it to the Consultant by mail. The decision of the CPO is final and binding. The sole and exclusive remedy to challenge the decision of the CPO is judicial review by means of a common law writ of certiorari.

The Consultant will not withhold performance of any Services and the City will not withhold any undisputed payments during the dispute resolution period. The CPO's written determination must be complied with pending any judicial review of the dispute.

ARTICLE 11. EVENTS OF DEFAULT, REMEDIES, TERMINATION, SUSPENSION AND RIGHT TO OFFSET

11.01 Events of Default

A. Defined

The following constitute events of default:

1. Any material misrepresentation, whether negligent or willful and whether in the inducement or in the performance, made by Consultant to the City.

2. The Consultant's material failure to perform any of its obligations under the Agreement including, but not limited to, the following:

   a. Inability to perform the Services satisfactorily as a result of insolvency, filing for bankruptcy or assignment for the benefit of creditors;

   b. Failure to comply with a material term of this Agreement, including but not limited to the provisions concerning insurance and nondiscrimination;

   c. Failure to have and maintain all professional licenses required by law to perform the Services;

   d. Failure to timely perform the Services;

e. Failure to promptly re-perform, as required, within a reasonable time and at no cost to the City, Services that are rejected as erroneous or unsatisfactory;

f. Discontinuance of the Services for reasons within Consultant's reasonable control;

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

h. Any other acts specifically and expressly stated in this Agreement as constituting an event of default.

3. For Services or Deliverables provided in response to an Advice TOR:

a. Failure to perform the Services with sufficient personnel and equipment or with sufficient material to ensure the satisfactory performance of the Services;

b. Failure to perform the Services in accordance with the standard of performance required by this Agreement or to the level specified in the Task Order then in effect;

c. Failure to promptly perform again Services which were rejected as erroneous or unsatisfactory;

d. Discontinuance of Services for reasons within Consultant's reasonable control;

4. For Deliverables provided in response to a Results TOR:

a. Failure to meet the functional specifications and/or Acceptance Criteria for any one or more Deliverables within the time frame specified in the Task Order;

b. Failure to meet or comply with the warranty provisions contained herein.

c. Failure to promptly perform again Services which were rejected as erroneous or unsatisfactory;

d. Failure to perform the Services with sufficient personnel and equipment or with sufficient material to ensure the satisfactory performance of the Services;

5. Any change in ownership or control of the Consultant without the prior approval of the CPO (when such prior approval is permissible by law), which will not be unreasonably withheld.

6. The Consultant's default under any other agreement it may presently have or may enter into with the City during the life of this Agreement. The Consultant acknowledges and agrees that in the event of a default under this Agreement the City may also declare a default under any such other agreements.

7. Consultant's violation of City ordinance(s) unrelated to performance under the Agreement such that, in the opinion of the CPO, it indicates a willful or reckless disregard for City laws and regulations.

8. Consultant's failure to update its EDS to reflect any changes in information, including changes in ownership, and to provide it to the City as provided under Section 7.01.

B. Declaration of Default

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

The CPO 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 CPO gives a Default Notice, he will also indicate any present intent he may have to terminate this Agreement, and the decision to terminate is final and effective upon giving the notice. If the CPO decides not to terminate, this decision will not preclude him from later deciding to terminate the Agreement in a later notice, which will be final and effective upon the giving of the notice or on the date set forth in the notice, whichever is later. The CPO may give a Default Notice if Consultant fails to effect a cure within the cure period given in a Cure Notice. When a Default Notice with intent to terminate is given as provided in this Section 11.01 and Article 13, 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 City.

11.02 Remedies

A. General

1. If the Consultant has failed to cure a default within the period granted by the CPO, or the CPO has declared an event of default, the City may invoke any or all of the following remedies:

a. 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 City would have paid Consultant under the terms and conditions of this Agreement for the Services that were assumed by the City as agent for Consultant under this Section 11.02.

b. The right to terminate this Agreement as to any or all of the Services yet to be performed effective at a time specified by the City.

c. The right to seek specific performance, an injunction or any other appropriate equitable remedy.

d. The right to seek money damages.

e. The right to withhold all or any part of the Consultant's compensation.

f. The right to declare the Consultant non-responsible in future contracts with the City.

g. The right to declare the Consultant in default under existing City contracts.

2. In addition, upon the giving of notice of a declaration of default under an Advice TOR as provided herein, the City may invoke any or all of the following remedies:

a. The right to take over and complete the Services or any part thereof as agent for and at the cost of the Consultant, either directly or through others.

b. The right to require the Consultant to discontinue any Services and deliver all materials accumulated in the performance of this Agreement, whether completed or in the process, to the City.

3. In addition, upon the giving of notice of a declaration of default under a Results TOR as provided herein, the City may:

a. Obtain the Results by contracting to purchase results in substitution for those to be obtained under the Results TOR and recovering from the Consultant as damages the difference between the cost of cover and the Budget, together with any incidental or consequential damages.

b. Receive the difference between the value of the Results actually furnished and the value of the Results if they had been as warranted.

c. Recover its incidental damages resulting from the Contractor's breach including those expenses reasonably incurred in inspection and receipt of goods rightfully rejected, and in connection with effecting cover and any other reasonable expense incident to the delay or other breach.

B. City's Reservation of Rights

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

C. Remedies Nonexclusive

The remedies under the terms of the Agreement are not intended to be exclusive of any other remedies provided, but each and every such remedy will be cumulative and will be in addition to any other remedies, existing now or hereafter, at law or equity. No delay or omission to exercise any right or power accruing upon any event of default will impair any such right or power nor will it be construed as a waiver

of any event of default or acquiescence therein, and every such right and power may be exercised from time to time and as often as may be deemed expedient.

11.03 Early Termination

(a) In addition to termination under Sections 11.01 and 11.02 of this Agreement, the City 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 City to Consultant. The City will give notice to Consultant in accordance with the provisions of Article 13. 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 City 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 City effective 10 days after the date the notice is considered received as provided under Article 13 of this Agreement (if no date is given) or upon the effective date stated in the notice.

(b) After the notice is received, Consultant must restrict its activities, and those of its Sub Consultants, 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 6, 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 City 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 10 of this Agreement. The payment so made to Consultant is in full settlement for all Services satisfactorily performed under this Agreement.

(c) Consultant must include in its contracts with Sub Consultants an early termination provision in form and substance equivalent to this early termination provision to prevent claims against the City arising from termination of subcontracts after the early termination. Consultant will not be entitled to make any early termination claims against the City resulting from any SubConsultant's claims against Consultant or the City.

(d) If the City's election to terminate this Agreement for default under Sections 11.01 and 11.02 is determined in a court of competent jurisdiction to have been wrongful, then in that case the termination is to be considered to be an early termination under this Section 11.03.

11.04 Suspension

The City 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 CPO and such equitable extension of time as may be mutually agreed upon by the CPO 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 6 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 to the City may treat the suspension as an early termination of this Agreement under Section 11.03.

11.05 Right to Offset

(a) In connection with Consultant's performance under this Agreement, the City may offset any incremental costs and other damages the City incurs in any or all of the following circumstances:

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

(ii) if the City exercises any of its remedies under Section 11.02 of this Agreement;

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

The City may offset these incremental costs and other damages by use of any payment due for Services completed before the City terminated this Agreement or before the City exercised any remedies. If the amount offset is insufficient to cover those incremental costs and other damages, Consultant is liable for and must promptly remit to the City the balance upon written demand for it. This right to offset is in addition to and not a limitation of any other remedies available to the City.

(b) As provided under § 2-92-380 of the Municipal Code, the City may set off from Consultant's compensation under this Agreement an amount equal to the amount of the fines and penalties for each *outstanding parking violation complaint* and the amount of any *debt* owed by Consultant to the City as those italicized terms are defined in the Municipal Code.

(c) In connection with any liquidated or unliquidated claims against Consultant, and without breaching this Agreement, the City may set off a portion of the price or compensation due under this Agreement in an amount equal to the amount of any liquidated or unliquidated claims that the City has against Consultant unrelated to this Agreement. When the City's claims against Consultant are finally adjudicated in a court of competent jurisdiction or otherwise resolved, the City will reimburse Consultant to the extent of the amount the City has offset against this Agreement inconsistently with such determination or resolution.

ARTICLE 12. GENERAL CONDITIONS

12.01 Entire Agreement

A. General

The Consultant acknowledges that this Agreement, and the Exhibits attached to and incorporated in the Agreement, constitute the entire agreement between the parties and no other warranties, inducements, considerations, promises, or interpretations will be implied or impressed upon this Agreement that are not expressly addressed in the Agreement.

B. No Collateral Inducements

The Consultant agrees that, except only for those representations, statements, or promises expressly contained in this Agreemcnt, and any exhibits attached to this Agreement and incorporated by reference, no representation, statement or promise, oral or in writing, or of any kind whatsoever, by the City, 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 the Agreement; or (vi) any other matters, whether similar to or different from those referred to in (i) through (v) immediately above, affecting or having any connection with this Agreement, its negotiation, or its performance.

C. No Omissions

The Consultant agrees that it was given ample opportunity and time to review and was asked by the City to review thoroughly all documents forming this Agreement prior to execution of this Agreement in order that it might request inclusion in this Agreement of any statement, representation, promise or provision which it desired or on which it wished to place reliance; that it did so review those documents; and that either every such statement, representation, promise or provision has been included in this Agreement or else, if omitted, that Consultant expressly relinquishes the benefit of any omitted statement, representation, promise or provision and is willing to perform this Agreement in its entirety without claiming reliance thereon or making any other claim on account of such omission.

12.02 Counterparts

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

12.03 Amendments

No changes, amendments, modifications or discharge of this Agreement, or any part of it are valid unless in writing and signed by the authorized agent of Consultant and by the Mayor, Comptroller, and CPO of the City or their respective successors and assigns. The City incurs no liability for Additional Services without a written amendment to this Agreement under this Section 12.03.

Whenever under this Agreement Consultant is required to obtain the City's prior written approval, the effect of any approval that may be granted pursuant to Consultant's request is prospective only from the later of the date approval was requested or the date of approval is granted. In no event is approval permitted to apply retroactively to a date before the approval granted.

12.04 Governing Law and Jurisdiction

This Agreement will be governed as to performance and interpretation in accordance with the laws of the State of Illinois. The Consultant irrevocably submits itself to the original jurisdiction of those courts located within the County of Cook, State of Illinois, with regard to any controversy arising out of, relating to, or in any way concerning the execution or performance of this Agreement. The Consultant agrees that service of process on the Consultant may be made, at the option of the City, either by registered or certified mail addressed to the applicable office as provided for in this Agreement, by registered or certified mail

addressed to the office actually maintained by the Consultant, or by personal delivery on any officer, director, or managing or general agent of the Consultant. If any action is brought by the Consultant against the City concerning this Agreement, the action will only be brought in those courts located within the County of Cook, State of Illinois.

12.05 Severability

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

12.06 Interpretation

Any headings of this Agreement are for convenience of reference only and do not define or limit its provisions. Words of any gender will be deemed and construed to include correlative words of the other gender. Words importing the singular number will include the plural number and vice versa, unless the context otherwise indicates. All references to any exhibit or document will be deemed to include all supplements and/or amendments to any exhibits or documents entered into in accordance with the terms and conditions of such exhibit or document. All references to any person or entity will be deemed to include any person or entity succeeding to the rights, duties, and obligations of such persons or entities in accordance with the terms and conditions of this Agreement.

12.07 Contract Documents

In the event of any inconsistency or conflict between the terms and conditions of Articles 1 through 14 of this Agreement and the Exhibits of this Agreement, the Articles of this Agreement will prevail.

12.08 Assigns

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

12.09 Cooperation

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

12.10 Waiver

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

Whenever under this Agreement the City by a proper authority waives Consultant's performance in any respect or waives a requirement or condition to either the City'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 City may have waived the performance, requirement or condition. Such waivers must be provided to Consultant in writing.

12.11 Independent Consultant

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

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

(a) The City will not be liable under or by reason of this Agreement for the payment of any compensation award or damages in connection with the Consultant performing the Services required under this Agreement.

(b) Consultant is not entitled to membership in any City Pension Fund, Group Medical Insurance Program, Group Dental Program, Group Vision Care, Group Life Insurance Program, Deferred Income Program, vacation, sick leave, extended sick leave, or any other benefits ordinarily provided to individuals employed and paid through the regular payrolls of the City.

(c) Shakman Accord

(i) Consultant is subject to the May 31, 2007 Order entitled "Agreed Settlement Order and Accord" (the "Shakman Accord") and the August 16, 2007 "City of Chicago Hiring Plan" (the "City Hiring Plan") entered in Shakman v. Democratic Organization of Cook County, Case No 69 C 2145 (United State District Court for the Northern District of Illinois). Among other things, the Shakman Accord and the City Hiring Plan prohibit the City from hiring persons as governmental employees in non-exempt positions on the basis of political reasons or factors.

(ii) No City employee may direct an individual to apply for a position with Consultant, either as an employee or as a subcontractor. Nor may any City employee direct Consultant to hire an individual as an employee or as a subcontractor. Consultant must follow its own hiring anc dontracting procedures, without being influenced by City employees. The employees provided by Consultant under this Agreement are employees or subcontractors of Consultant, not employees of the City of the City of Chicago. This Agreement is not intended to and does not constitute, create, give rise to, or otherwise recognize an employer-employee relationship of any kind between the employees or professionals provided by Consultant and the

City.

(iii) Consultant will not condition, base, or knowingly prejudice or affect any term or aspect of the employment of any personnel provided under this Agreement, or offer employment to any individual to provide services under this Agreement, based upon or because of any political reason or factor, including, without limitation, any individual's political affiliation, membership in a political organization or party, political support or activity, political financial contributions, promises of such political support, activity or financial contributions, or such individual's political sponsorship or recommendation. For purposes of this Agreement, a political organization or party is an identifiable group or entity that has as its primary purpose the support of or opposition to candidates for elected public office. Individual political activities are the activities of individual persons in support of or in opposition to political organizations or parties or candidates for elected public office.

The City is not required to deduct or withhold any taxes, FICA or other deductions from any compensation provided to Consultant.

12.12 Electronic Ordering and Invoicing

The Consultant shall cooperate in good faith with the City in implementing electronic ordering and invoicing, including but not limited to catalogs, purchase orders, releases, and invoices. Consultant shall accept electronic purchase orders and releases upon request of the Chief Procurement Officer. Consultant shall provide the City electronic catalogs, copies of invoices and other electronic documents upon request. The electronic ordering and invoice documents shall be in a format specified by the City and transmitted by an electronic means specified by the City. Such electronic means may include, but are not limited to, disks, e-mail, EDI, FTP, web sites, and third party electronic services. The Chief Procurement Officer reserves the right to change the document format and/or the means of transmission upon written notice to the Consultant. Consultant shall ensure that the essential information, as determined by the Chief Procurement Officer, in the electronic document, corresponds to that information submitted by the Consultant in its paper documents. The electronic documents shall be in addition to paper documents required by this contract, however, by written notice to the Consultant, the Chief Procurement Officer may deem any or all of the electronic ordering and invoice documents the official documents and/or eliminate the requirement for paper ordering and invoice documents.

12.13 Participation by Other Local Government Agencies

Other local government agencies may be eligible to participate in this Agreement pursuant to the terms and conditions of this Agreement if such agencies are authorized, by law or their governing bodies, to execute such purchases, and if such authorization is allowed by the City of Chicago's Chief Procurement Officer, and if such purchases have no net adverse effect on the City of Chicago, and result in no diminished services from the Consultant to the City's user departments pursuant to such purchases. Examples of such Local Government Agencies are: Board of Education, Chicago Park District, City Colleges of Chicago, Chicago Transit Authority, Chicago Housing Authority, Chicago Board of Elections, Metropolitan Pier and Exposition Authority (McCormick Place, Navy Pier), and the Municipal Courts. Said purchases shall be made upon the issuance of a purchase order directly from the Local Government Agency. The City will not be responsible for payment of any amounts owed by any other Local Government Agencies, and will have no liability for the acts or omissions of any other Local Government Agency.

12.14 No Third Party Beneficiaries

The parties agree that this Agreement is solely for the benefit of the parties and nothing herein is intended to create any third party beneficiary rights for Sub Consultants or other third parties.

ARTICLE 13. NOTICES

Notices provided for herein, unless expressly provided for otherwise in this Agreement, will be in writing and may be delivered personally or by placing in the United States mail, first class and certified, return receipt requested, with postage prepaid and addressed as follows:

If to the City:

Department of Innovation and Technology
Suite 2700, Daley Center
50 W. Washington Street
Chicago, Illinois 60602
Attention: Chief Information Officer

With Copies to:

Department of Procurement Services
Room 403, City Hall
121 North LaSalle Street
Chicago, Illinois 60602
Attention: Chief Procurement Officer

and

Department of Law
Room 610, City Hall
121 North LaSalle Street
Chicago, Illinois 60602
Attention: Corporation Counsel

If to Consultant:

Intellisys Technology, LLC.
2625 Butterfield Rd., #203N
Oak Brook, IL 60523
Attention: [redacted] RAJU IYER

Changes in the above-referenced addresses must be in writing and delivered in accordance with the provisions of this Article 13.

Notices delivered by mail will be deemed received three (3) days after mailing in accordance with this Section. Notices delivered personally will be deemed effective upon receipt.

ARTICLE 14. AUTHORITY

14.01 City Authority

This Agreement is entered into by the City in accordance with the Municipal Purchasing Act for cities of 500,000 or more population, as contained in 65 ILCS 5/8-10-1 et seq., as amended, and with the Municipal Code of Chicago, as amended.

14.02 Consultant's Authority

Execution of this Agreement by the Consultant is authorized by a resolution of its Board of Directors, if a corporation, and the signature(s) of each person signing on behalf of the Consultant have been made with complete and full authority to commit the Consultant to all terms and conditions of this Agreement, including each and every representation, certification and warranty contained herein, including without limitation such representations, certifications and warranties collectively attached to this Agreement and incorporated by reference. If this Agreement is executed by an officer other than the chief executive officer of the Consultant, the Consultant will provide a certified resolution of its Board of Directors, if a corporation, granting such officer specific authority to sign this Agreement or general authority to sign agreements of this nature and scope.

[Signature Pages, Exhibits and Schedules follow.]

SIGNATURE PAGE

IN WITNESS WHEREOF, the City and the Consultant have executed this Agreement on the date first set forth above, at Chicago, Illinois.

CITY OF CHICAGO

By: Rahm Emanuel, RP
Mayor

Amer Ahmad JTR
Comptroller

Chief Procurement Officer MAR 28 2012

INTELLISYS TECHNOLOGY, LLC.

By: _____
President (or Authorized Officer)

Title: MANAGING PARTNER

Attested by: _____
Corporate Secretary

Subscribed and sworn to before me this 16 TH day of MARCH, 2011

by KAJU IYER, President and VISHI VISWANATH

Corporate Secretary of Intellisys Technology, LLC

Lenore F. Rasmussen
Notary Public Signature

My Commission Expires: August 13, 2012

OFFICIAL SEAL
LENORE F. RASMUSSEN
NOTARY PUBLIC, STATE OF ILLINOIS
My Commission Expires Aug. 13, 2012

EXHIBIT 1

SCOPE OF SERVICES & COMPENSATION SCHEDULE

INTELLISYS TECHNOLOGY, LLC.
SCOPE OF SERVICES

The Scope of Service for a given project may include tasks under the category summarized below. In all cases, CITY OF CHICAGO Standards for software and hardware must be followed, unless express written approval is granted from the CITY OF CHICAGO Chief Information Officer (CIO). The CITY OF CHICAGO Department of Innovation and Technology Hardware and Software Standards Overview is available on the CITY OF CHICAGO website .

Category 3: **On-Site & Remote Database Support and Ongoing Maintenance:** This category refers to support and maintenance of existing or new City databases. This support may be required to be provided either on-site or from a remote location and may include training.

THE FOLLOWING PAGES PROVIDE MORE DETAIL ABOUT THE SPECIFIC SCOPE AREAS PROVIDED BY THE CONSULTANT.

The **Database Support and Ongoing Maintenance** scope includes tasks that may or may not be included in the following list:

1. Onsite Database Support

2. Remote Database Support, allowing direct access to DBA via phone, pager and email.

3. Service including a Primary Database Administrator (DBA) familiar with the City of Chicago account and backup DBAs instead of providing a primary account manager with a pool of DBAs.

4. Database design, to include the following components:

    4.1. Evaluate overall configuration by server and make recommendations for CPU, memory, disk layouts, required tapes, etc.
    4.2. Evaluate design of Oracle related software with respect to Security, Data Integrity, Backup/Recovery, Location Independence and Performace
    4.3. Publish and enforce standards as they relate to customizations, extensions, medications, and interfaces

5. Database installation and upgrades, to include the following activities:

    5.1. Install and configure the Oracle Software (following City Standards and Best Practices such as OFA/SAFE)
    5.2. Upgrade Oracle Software Version
    5.3. Research and Recommend Fixes/Patches
    5.4. Apply Non-OS Emergency Fixes/Patches
    5.5. Apply Non-OS Fixes/Patches
    5.6. Calculate/Specify space requirements
    5.7. Create startup/shutdown/monitoring scripts for software including but not limited to DB, Listeners, Agents, Web Servers, Form Serviers, Report Servers
    5.8. Migrate software/changes through stages using change control techniques (Generally during off hours)

6. Database administration, to include the following activities:

    6.1. Implement DB Design including the creation and medication of instances and database objects such as tables, views, links, indexes, users, profiles, etc.
    6.2. Write and execute SQL and SQL scripts including DDL and DML
    6.3. Configure and execute Database Utilities such as SQL *Loader
    6.4. Suggest, Create, Track TARS
    6.5. Provide technical mentoring and knowledge transfer

7. Database backup and recovery, to include the following activities:

   7.1. Create, document backup and recovery procedures for all types of backup: hot, cold, off-site, and logical
   7.2. Re-Certify Backup/Restore Strategy at least Quarterly
   7.3. Verify Backups Nightly (L o g i c a l / P h y s i c)
   7.4. Conduct Restore/Recover Tests no less than Quarterly
   7.5. Restore/Recover (Non-OS) components
   7.6. Manage all archive files
   7.7. Recover (or Monitor) using LogMiner
   7.8. Use of RMAN as focus of backup/recovery strategy
   7.9. Approve/Implement Backup/Recovery design

8. Database monitoring, to include the following activities:

   8.1. Monitor no less than daily: CPU/Disk/Memory and take corrective action if needed; Report trends by day/week/month
   8.2. Monitor continuously: Locks, Blocked Processes, Blocking Processes and take corrective action to allow processing to continue
   8.3. Monitor no less than daily: Segments and DB Objects for space and organization and take corrective action if needed; Report trends by day/week/month
   8.4. Monitor validity of the database objects and recompile if needed
   8.5. Monitor no l s than daily: Oracle related Alerts, Logs and Traces and address issues that are presented
   8.6. Monitor continuously: Any process needed to connect to the database such as a listener, agent, or process related to the Instance, Forms Server, Web Server, Apache, OEM, or Concurrent Manager) and take corrective action if needed
   8.7. Execute DB Health Checklist by 8:30 AM every day and take corrective/preventive actions as needed
   8.8. Configure OEM with standard and City-requested alerts and jobs
   8.9. Create shell scripts to monitor performance as needed

9. Database tuning, to include the following activities:

   9.1. Tune Instance and Database (including init.ora, o/s related parameters)

   9.2. Tune Application (DB Tier, i.e., PIJSQL)
   9.3. Tune Application (Middle tier, i.e., Oracle AS)
   9.4. Tune SQL by executing Traces/Explains and recommending/implementing improvements to queries or database to improve response
   9.5. Tune Application (Client Tier including debugging memory/cpu/version/conflict problems)
   9.6. Track, coordinate resolution, and report on all performance problems including those turned over to other teams for ultimate resolution
   9.7. Gather statistics in a timely fashion
   9.8. Recommend/Manage Materialized Views

9.9. Reorganize data and indexes as needed
9.10. Proactively address problems that trend analysis is predicting
9.11. Relocate files if needed
9.12. Purge Alerts/Archives/Logsli'races/Outputs related to Oracle products
9.13. Correct Out of Space and Extent Conditions

10. Database security, to include the following activities:

10.1. Eliminate Default Passwords, guard against bad passwords used with Oracle products by adhering to standards, periodically testing for password violations, and configuring profiles when possible
10.2. Add DB users, roles, profiles as specified by Program Management team
10.3. Add Application users, roles, responsibilities as specified by Program Management team
10.4. Formulate O/S security requests needed to protect the Oracle related software and the integrity of the system
10.5. Recommend Firewall/Security Specification and test implementation
10.6. Restrict Public Packages
10.7. Perform requested grants/revokes
10.8. Maintain SSL Certificates
10.9. Proactively monitor and maintain Oracle Security Patches
10.10. Design and implement Oracle Audits, including writing/distributing associated reports and cleaning up the audit files

11. Emergency problem resolution and assistance, to include the following activities:

11.1. Provide 24 x 7 monitoring of alerts, thresholds, and availability
11.2. Troubleshoot errors occurring from batch jobs or processes
11.3. Respond to off-hour help desk triage
11.4. Respond to support pager within 15 minutes
11.5. Make technical adjustments needed to provide for middle tier availability within 20 minutes of failure of an Application/Web Tier failure
11.6. Make technical adjustments needed to provide for middle tier availability within 20 minutes of failure of a DB Tier failure
11.7. Provide local resource within 2 hours for extreme emergency

12. Data movement, to include the following activities:

12.1. Configure and execute SQL*Loader
12.2. Configure and execute Import/Bxport
12.3. Move/Copy Data
12.4. Replicate Data/Environments for Patching, Development, Acceptance, Security, R&D, training and Testing purposes
12.5. Replicate Data/Environments nightly (or as agreed upon) for Reporting Purposes

13. Related client tier support, to include the following activities:

    13.1. Provide Specification for Oracle Client Software (including SQLNET/TNSNAMES) and keep master listing up to date. Install on prototype or application server.
    13.2. Provide Specification for Browser/Client Requirements related to Oracle Software
    13.3. Install Configure Server components (such as repositories) needed to execute client software (such as Designer, OEM)

14. Related system administration support, to include the following activities:

    14.1. Perform scheduled and ad hoc startup/shutdown of instances
    14.2. Perform scheduled and ad hoc backup/restores of mount points
    14.3. Allocate mount points and NSF mount points
    14.4. Allocate NSF Administer file permissions including ACLs
    14.5. Administer Firewall definitions
    14.6. Administer Unix password changes and user creation
    14.7. Manage tapes including cataloging and off-site storage rotations
    14.8. Monitor CPU/Memory/Disk Space, provide reports, and provide proactive recommendations
    14.9. Monitor disk space; Make adjustments to keep area of YO (such as FTP) available
    14.10. Apply Emergency OS Fixes/Patches
    14.11. Apply Non-Emergency Fixes/Patches
    14.12. Restore/Recover (O/S) components
    14.13. Implement scripts requiring root access
    14.14. Configure Printers
    14.15. Add Unix users, roles, profiles as specified by Program Management team
    14.16. Proactively monitor and maintain server security patches

15. Related application support, to include the following activities:

    15.1. Oversee the running of integrated batch schedule (including off-hour problem resolution)
    15.2. Manage the change control process for the supported applications
    15.3. Managing notifications of outages

16. Support of the following products and activities:

    16.1. Provide Sql Server Support
    16.2. Provide DB2 Support
    16.3. Provide MySQL support
    16.4. Provide Other DBMS Support
    16.5. Provide VSAM Support (for data migrations)

17. Utilization of the following XML related roles and technologies:

17.1. XML schema design

17.2. XML development including the use of **DOM/ SAX, XSD, XSLT, XPath,** and XQuery

□

COMPENSATION SCHEDULE
TIME & MATERIAL ONLY

CATEGORY 3: ON-SITE & REMOTE DATABASE SUPPORT AND ONGOING MAINTENANCE

The Consultant named below proposes to provide all Services described in the Scope of Services for the fees set forth below.

COMPANY NAME: INTELLISYS TECHNOLOGY, LLC.

Key Personnel (Title)	Maximum Fully Loaded Hourly Rates* 2011	Maximum Fully Loaded Hourly Rates* 2012	Maximum Fully Loaded Hourly Rates* 2013	Maximum Fully Loaded Hourly Rates* 2014	Maximum Fully Loaded Hourly Rates* 2015	Maximum Fully Loaded Hourly Rates* 2016	Maximum Fully Loaded Hourly Rates* 2017
DBA Remote	27	27	29	30	30	33	35
DBA Onsite	70	70	73	73	78	85	90
DBA Modeler	85	85	90	90	90	97	105
Lead DBA Onsite	85	85	90	90	90	97	105

*Fully Loaded Hourly Rates include, but are not necessarily limited to: labor, overhead and payroll burden.

EXHIBIT 2

INSURANCE REQUIREMENTS AND EVIDENCE OF INSURANCE

PROFESSIONAL SERVICES INSURANCE REQUIREMENTS
IT Professional Consulting Services

Category 3 – ON-SITE & REMOTE DATABASE SUPPORT AND ONGOING MAINTENANCE

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

A. INSURANCE TO BE PROVIDED

1) Workers Compensation and Employers Liability

Workers Compensation Insurance, as prescribed by applicable law, covering all employees who are to provide a service under this Agreement and Employers Liability coverage with limits of not less than **$500,000** each accident, illness or disease.

2) Commercial General Liability (Primary and Umbrella)

Commercial General Liability Insurance or equivalent with limits of not less than **$5,000,000** per occurrence for bodily injury, personal injury and property damage liability. Coverages must include the following: All premises and operations, products/completed operations, separation of insureds, defense and contractual liability (with no limitation endorsement). The City of Chicago is to be named as an additional insured on a primary, non-contributory basis for any liability arising directly or indirectly from the Services.

Sub Consultants performing Work for Consultant must maintain limits of not less than $2,000,000 with the same terms herein.

3) Automobile Liability (Primary and Umbrella)

When any motor vehicles (owned, non-owned and hired) are used in connection with Services to be performed, Consultant must provide Automobile Liability Insurance with limits of not less than **$500,000** per occurrence for bodily injury and property damage. The City of Chicago is to be named as an additional insured on a primary, non-contributory basis.

Sub Consultants performing Work for Prime Consultant must maintain limits of not less than $2,000,000 with the same terms herein.

4) Error & Omissions/Professional Liability

When architect, engineers, EDP professionals including but not limited to Software Designers, Computer Programmers, Electronic Data Processors or other professional Consultants perform work in connection with this Contract, Professional Liability Insurance covering acts, errors, or omissions must be maintained with limits of not less than $1,000,000. Coverage must include but not limited to contractual liability, performance of or failure to perform EDP, performance of or other computer services, and failure of software product ot perform the function for the purpose intended. When policies are renewed or replaced, the policy retroactive date must coincide with, or precede, start of work on the Contract. A claims-made policy which is not renewed or replaced must have an extended reporting period of two (2) years.

Sub Consultants performing work for Consultant may maintain limits of not less than $1,000,000 with the same terms herein.

5) Valuable Papers

When any plans, designs, drawing, data, media, specifications, reports, records and other documents are produced or

used under this Contract, Valuable Papers Insurance must be maintained in an amount to insure against any loss whatsoever, and must have limits sufficient ot pay for the re-creation and reconstruction of such records.

6) Property/Installation Floater

All Risk/Property Installation Insurance must be maintained at replacement cost for loss or damage to City machinery, equipment, materials or supplies (until City acceptance) and any other property that are part of the project/contract during the course for design, development, replacement or maintenance, testing and installation including any City equipment while at another location of Consultant. Coverage must include worksite, in transit, offsite, faulty workmanship or materials, testing and mechanical-electrical breakdown and extra expense. The City of Chicago is to be named as additional insured and loss payee.

The Consultant is responsible for all loss or damage to City of Chicago Property at full replacement cost during installation, modifications, maintenance and/or repairs to database and any IT Infrastructure Systems while in Consultant's care, custody and control, or loss to any City property as a result of the Contract.

Consultant is responsible for all loss and damage to personal property (including but not limited to material, equipment, tools and supplies), owned, used or rented, by Consultant.

B. ADDITIONAL REQUIREMENTS

Consultant must furnish the City of Chicago, Department of Procurement Services, City Hall, Room 403, 121 North LaSalle Street, Chicago IL. 60602, original Certificates of Insurance, or such similar evidence, to be in force on the date of this Agreement, and Renewal Certificates of Insurance, or such similar evidence, if the coverages have an expiration or renewal date occurring during the term of this Agreement. Consultant must submit evidence of insurance on the City of Chicago Insurance Certificate Form (copy attached as Exhibit-) or equivalent prior to execution of Agreement. The receipt of any certificate does not constitute agreement by the City that the insurance requirements in the Agreement have been fully met or that the insurance policies indicated on the certificate are in compliance with all Agreement requirements.The failure of the City to obtain certificates or other insurance evidence from Consultant is not a waiver by the City of any requirements for the Consultant to obtain and maintain the specified coverages. Consultant must advise all insurers of the Agreement provisions regarding insurance. Non-conforming insurance does not relieve Consultant of the obligation to provide insurance as specified in this Agreement. Nonfulfillment of the insurance conditions may constitute a violation of the Agreement, and the City retains the right to suspend this Agreement until proper evidence of insurance is provided, or the Agreement may be terminated.

The insurance must provide for 60 days prior written notice to be given to the City in the event coverage is substantially changed, canceled or non-renewed.

Any deductibles or self-insured retentions on referenced insurance coverages must be borne by Consultant.

Consultant hereby waives and agrees to require their insurers to waive their rights of subrogation against the City of Chicago, its employees, elected officials, agents or representatives.

The coverages and limits furnished by Consultant in no way limit the Consultant's liabilities and responsibilities specified within the Agreement or by law.

Any insurance or self-insurance programs maintained by the City of Chicago do not contribute with insurance provided by Consultant under this Agreement.

The required insurance to be carried is not limited by any limitations expressed in the indemnification language in this Agreement or any limitation placed on the indemnity in this Agreement given as a matter of law.

If Consultant is a joint venture or limited liability company, the insurance policies must name the joint venture or limited liability company as a named insured.

Consultant must require all Sub Consultants to provide the insurance required herein, or Consultant may provide the coverages for Sub Consultants. All Sub Consultants are subject to the same insurance requirements of Consultant unless otherwise specified in this Agreement.

If Consultant or Sub Consultant desire additional coverages, the party desiring the additional coverages is responsible for the

acquisition and cost.

Notwithstanding any provisions in the Agreement to the contrary, the City of Chicago Risk Management Department maintains the right to modify, delete, alter or change these requirements.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 01/04/2012

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
Insurance World Agency Inc.
100 East Ogden Ave Ste 203
Westmont, IL 60559
Phone: (630) 654-6067 Fax: (630) 654-6069

CONTACT NAME:
PHONE (A/C, No, Ext):
FAX (A/C, No):
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: The Hartford	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
Intelliays Technology Llc
2625 Butterfield Rd

Oak Brook IL 60523-

COVERAGES CERTIFICATE NUMBER: 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		
	GENERAL LIABILITY								
X	COMMERCIAL GENERAL LIABILITY			83SBAZV8387	11/17/2011	11/17/2012	EACH OCCURRENCE	$	1,000,000
	CLAIMS-MADE X OCCUR						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
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$	2,000,000
X	POLICY PRO-JECT LOC							$	
	AUTOMOBILE LIABILITY			83SBAZV8387	11/17/2011	11/17/2012	COMBINED SINGLE LIMIT (Ea accident)	$	
	ANY AUTO						BODILY INJURY (Per person)	$	1,000,000
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$	1,000,000
X	HIRED AUTOS / X NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$	
								$	
	UMBRELLA LIAB X OCCUR			83SBAZV8387	11/17/2011	11/17/2012	EACH OCCURRENCE	$	5,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$	5,000,000
	DED RETENTION $							$	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N			83WECPV6878	11/17/2011	11/17/2012	WC STATU-TORY LIMITS / OTH-ER		
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N/A						E.L. EACH ACCIDENT	$	1,000,000
	(Mandatory in NH)						E.L. DISEASE - EA EMPLOYEE	$	1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	$	1,000,000
	Property			83SBAZV8387	11/17/2011	11/17/2012	Property		104,500
	E & O Coverage			TBA07012009	11/17/2011	11/17/2012	E & O Coverage		1,000,000

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

Endorsements: Valuable Papers & Property and installation Floater Covered under business owners package Policy# 83SBAZV8387

Additional Insured: "City of Chicago"

CERTIFICATE HOLDER
City of Chicago

FAX 630-990-1333

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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The ACORD name and logo are registered marks of ACORD

Intellisys Technology, LLC
TEAMS MAKE IT WORK SM

2625 Butterfield Rd Ste 128N
Oak Brook, IL 60523
Tel: (630) 928 -1111
Fax: (630) 990 -1333

January 6, 2012

The Chief Procurement Officer
City of Chicago
Chicago, IL

Subject – Commitment Letter

We hereby commit to the Chief Procurement Officer, if we are awarded Task Orders by City of Chicago under the Non Target Market Pre-Qualified Consultant Pool Agreement, we are committing to achieve a minimum of 25% MBE and 5% WBE participation goal of the total value of all Task Orders.

If you have any questions, please feel free to contact the undersigned at (630)-928-1111 Extn 207 or via email at riyer@intellisystechnology.com

Thanks

Raju Iyer
Managing Partner

CITY OF CHICAGO

OFFICE OF COMPLIANCE

June 14, 2011

Vishi Viswanath
Intellisys Technology, LLC
2625 Butterfield Road Ste 128 N
Oakbrook, IL 60523

Annual Certificate Expires: July 1, 2012

Dear Vishi Viswanath:

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

As you know, your firm must also be re-validated annually. As such, your firm's next No Change Affidavit is due by **July 1, 2012.** 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:

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

Further, if you or your firm is found to be involved in certification, bidding and/or contractual fraud or abuse, the City will pursue decertification and debarment. And in addition to any other penalty imposed by law, any person who knowingly obtains, or knowingly assists another in obtaining, a contract with the city by falsely representing that the individual or entity, or the individual or entity assisted, is a minority-owned business or a woman-owned business, is guilty of a misdemeanor, punishable by incarceration in the county jail for a period not to exceed six months or a fine of not less than $5,000.00 and not more than $10,000, or both.

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

COMPUTER AIDED DESIGN AND VECTORIZATION SOFTWARE;QUALITY ASSURANCE/CONTROL CONSULTING;STRATEGIC TECHNOLOGY PLANNING AND CONSULTING SERVICES;INFORMATION HIGHWAY ELECTRONIC SERVICES (INTERNET, ETC.)

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

Thank you for your continued participation in the City's Supplier Diversity Program.

Sincerely,

Karen Patterson
Deputy Director

CITY OF CHICAGO

OFFICE OF COMPLIANCE

August 24, 2010

Vishi Viswanath
Intellisys Technology, LLC
2625 Butterfield Road Ste 203N
Oakbrook, IL 60523

Annual No Change Affidavit Due: **July 1, 2011**

Dear: Vishi Viswanath

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

As you know, your firm must also be re-validated annually. We extended the deadline for submitting the No-Change Affidavit to September 1st so that we might review the program for ways to streamline the process. As a result, while you will still be required to submit an annual No-Change Affidavit, we will no longer require firms to submit financial records with the Affidavit, and we will allow the Affidavit to be submitted on-line. This should improve the process for businesses and make it easier to comply with annual validation requirements. However, as part of our program improvements, we will also increase auditing activities, and you may at any time be required to submit financial records and other documents needed to support your continued eligibility.

This new process will begin in 2011. As such, your firm's next No Change Affidavit is due by **July 1, 2011**. Please remember, you have an affirmative duty to file your No-Change Affidavit 60 days prior to the date of expiration. Therefore, you must file your No-Change Affidavit by [redacted].

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

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

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

Further, if you or your firm is found to be involved in certification, bidding and/or contractual fraud or abuse, the City will pursue decertification and debarment. And in addition to any other penalty imposed by law, any person who knowingly obtains, or knowingly assists another in obtaining, a contract with the city by falsely

EXHIBIT 3

SPECIAL CONDITION REGARDING MINORITY BUSINESS ENTERPRISE COMMITMENT AND WOMEN BUSINESS ENTERPRISE COMMITMENT
Task Order Contracts
(MBE/WBE Professional Services)

I. **Policy and Terms**

A. It is the policy of the City of Chicago that businesses certified as Minority Business Enterprises (MBE) and Women Business Enterprises (WBE) in accordance with Section 2-92-420 et seq. of the Municipal Code of Chicago and Regulations Governing Certification of Minority and Women-owned Businesses, and all other Regulations promulgated under the aforementioned sections of the Municipal Code shall have the maximum opportunity to participate fully in the performance of this agreement. Therefore, the Contractor shall not discriminate against any person or business on the basis of race, color, national origin or sex, and shall take affirmative action to ensure that women and minority businesses shall have the maximum opportunity to compete for and perform subcontracts for supplies or services.

B. Failure to carry out the commitments and policies set forth herein shall constitute a material breach of the contract and may result in the termination of the contract or such remedy as the City of Chicago deems appropriate.

C. Accordingly, the Contractor commits to expend at least the following percentages of the total contract price (inclusive of any and all modifications and amendments), if awarded, for contract participation by MBEs and WBEs:

MBE Contract Goal: 25%
WBE Contract Goal: 5%

D. The commitment is met by the Contractor's status as an MBE or WBE, or by joint venturing with one or more certified MBEs or WBEs, or by subcontracting a portion of the work to one or more MBEs or WBEs on each task order, or by the purchase of materials used in the performance of the contract from one or more MBEs or WBEs, or by the indirect participation of MBEs or WBEs in other aspects of the Contractor's business (but no dollar of such indirect MBE or WBE participation shall be credited more than once against a Contractor's MBE or WBE commitment with respect to all contracts of such Contractor), or by any combination of the foregoing.

Note: MBE/WBE participation goals are separate and those businesses certified with the City of Chicago as both an MBE and WBE shall not be credited more than once against a Contractors MBE or WBE commitment in the performance of the contract.

E. As noted above, the Contractor may meet all or part of this commitment by contracting with MBEs or WBEs for the provision of goods or services not directly related to the performance of this contract. However, in determining the manner of MBE/WBE participation, the Contractor shall first consider involvement of MBEs/WBEs as joint venture partners, Subcontractor(s)/Subconsultant(s), and suppliers of goods and services directly related to the performance of this contract. In appropriate cases, the Chief Procurement Officer will require the Contractor to demonstrate the specific efforts undertaken to involve MBEs and WBEs in direct participation in the performance of this contract.

F. The Contractor also may with prior approval of the Chief Procurement Officer or designee, meet all, or part, of this commitment through credits received pursuant to Section 2-92-530 of the Municipal Code of Chicago for the voluntary use of MBEs or WBEs in private sector projects.

II. Definitions

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

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

C. **"Directory"** means the Directory of Certified "Disadvantaged Business Enterprises," "Minority Business Enterprises" and "Women Business Enterprises" maintained and published by the Executive Director. The Directory identifies firms that have been certified as MBEs and WBEs, and includes both the date of their last certification and the area of specialty in which they have been certified. Contractors are responsible for verifying the current certification status of all proposed MBE and WBE firms.

D. **"Area of Specialty"** means the description of an MBE or WBE firms business which has been determined by the Chief Procurement Officer to be most reflective of the MBE or WBE firms claimed specialty or expertise. Each MBE/WBE letter of certification contains a description of the firm's Area of Specialty. This information is also contained in the Directory. Credit toward this contracts MBE and WBE participation goals shall be limited to the participation of firms performing within their Area of Specialty.

NOTICE: The Department of Procurement Services does not make any representation concerning the ability of any MBE/WBE to perform work within their Area of Specialty. It is the responsibility of all Contractors to determine the capability and capacity of MBEs/WBEs to satisfactorily perform the work proposed.

E. **"Joint Venture"** means an association of two or more businesses to carry out a single business enterprise for profit, and for which purpose they combine their expertise, property, capital, efforts, skill and knowledge. Contractors may develop joint venture agreements as an instrument to provide participation by certified MBEs and WBEs in the contract's work or services.

F. **"Executive Director"** means the executive director of the Office of Compliance or his or her designee.

G. **"Respondent"** means any individual or firm responding to a Request for Information (RFI), Request for Proposal (RFP), or Request for Qualification (RFQ).

H. **"Task Order Request"** is a solicitation document issued by a user department for a specific task or tasks pertaining the scope of services required by the user department during the term or the agreement. The Consultants will respond to the department's request by submitting a complete Task Order proposal for the department's review and approval.

I. **"Task Order Proposer"** means an approved pre-qualified consultant who has been awarded a consulting agreement in response to a Request for Proposal (RFP/Request for Qualifications (RFQ) ad who is responding to the Task Order Request.

J. **"Task Order Proposal"** means a complete package that consists of scope of services, a list of deliverables, staffing schedule, completing schedule, proposed sub-consultants including MBE/WBE sub-consultants and a detailed budget outlining billing rates and estimated number of hours of each discipline.

III. Joint Ventures

Respondents may develop joint venture agreements as an instrument to provide participation by certified MBEs and WBEs in contract work. A Joint Venture seeking to be credited for MBE and/or WBE participation may be formed among MBE and/or WBE firms or between an MBE and/or WBE firm and a non-MBE/WBE firm.

A joint venture is eligible for MBE or WBE credit if the MBE/WBE joint venture partner(s) share in the ownership, control and management responsibilities, risks and profits of the joint venture, and are responsible for a clearly defined portion of work to be performed, in proportion with the MBE and/or WBE ownership percentage.

Notice: The City requires that, whenever a joint venture is proposed as the prime Contractor, each joint venture partner must separately sign the proposal to the City, in the pages captioned TO BE EXECUTED BY A CORPORATION; TO BE EXECUTED BY A PARTNERSHIP; and/or TO BE EXECUTED BY A SOLE PROPRIETOR, as applicable.

IV. Counting MBE/WBE Participation toward the Contract Goals

A. The inclusion of any MBE or WBE in the Contractors MBE/WBE Utilization Plan shall not conclusively establish the Contractors right to full MBE/WBE credit for that firms participation in the contract. Once an MBE or WBE is determined to be eligible in accordance with these rules, the total dollar value of the work awarded to the MBE or WBE may be counted toward the MBE or WBE goal except as indicated below:

B. The Chief Procurement Officer reserves the right to deny or limit MBE/WBE credit to the Contractor where any MBE or WBE is found to be engaged in substantial subcontracting or pass-through activities with others. A Contractor may count toward its MBE and WBE goals only expenditures to firms that perform a commercially useful function. A firm is considered to perform a commercially useful function when it is responsible for the performance of a clearly defined and distinct element of work and is carrying out its responsibilitles by actually performing, managing, and supervising the work involved. To determine whether a firm is performing a commercially useful function, the Chief Procurement Officer shall evaluate the amount of work subcontracted, industry practices, and other relevant factors. The amount of MBE/WBE participation credit shall be based upon an analysis by the Chief Procurement Officer of the specific duties that will be performed by the MBE or WBE. Each MBE/WBE shall be expected to actually perform a substantial (i.e., more than eighty-five percent (85%)) of the work contemplated for it by any subcontract or agreement through the use of its own employees and equipment.

Requested information may include, without limitation: (1) specific information concerning brokers fees and/or commissions; (2) intended sub-suppliers or other sources of goods and/or services; and (3) specific financial or other risks to be assumed by the MBE/WBE.

C. MBEs and WBEs who have been certified as "brokers" shall no longer be considered eligible to participate for any consideration of MBE or WBE credit on contracts awarded by the City in 1993 and thereafter, until further notice.

D. A Joint Venture may count toward its MBE or WBE goal the dollar value of the actual work performed by the MBE and/or WBE joint venture partner with its own resources.

The Chief Procurement Officer reserves the right to disallow MBE and/or WBE goal credit for all or any portion of work performed by an MBE or a WBE joint venturer based on evaluations of non-compliance with these Special Conditions or any other City, State and/or Federal regulation.

V. Regulations Governing Reduction or Waiver of MBE/WBE Goals

The following Regulations set forth the standards to be used in determining whether or not a reduction or waiver of the MBE/WBE commitment goals identified on a Task Order Request is appropriate.

1. If a Task Order Proposer determines that it is unable to meet the MBE and/or WBE goal percentage identified on the Task Order Request, a written request for the MBE and/or WBE percentage reduction or a full waiver of the MBE/WBE goal must be included in the Task Order Proposal.

2. The Task Order Proposer's written request for reduction or waiver from the commitment must be in the form of a signed petition for grant of relief from the MBE/WBE percentages submitted on the Task Order Proposer letterhead, and must demonstrate that all required efforts as set forth in this document were taken to secure the services of certified Minority and Women Business Enterprises to meet the commitments. The Chief Procurement Officer or her designee shall determine whether the request for the reduction or waiver will be granted.

3. **Task Order Proposer will be considered responsive to the terms and conditions of these Regulations if a written request and all supporting documentation that adequately addresses the conditions for a reduction or waiver of MBE/WBE goals is submitted with each Task Order Proposal.** Failure to submit documentation sufficient to support the waiver request will cause the Task Order Proposal to be found non-responsive by the Chief Procurement Officer, and the Task Order Proposal will be rejected. In such cases the remedies to be taken by the Chief Procurement Officer, in her sole discretion, may include, but are not limited to, negotiating with the next Task Order Proposer or re-soliciting the Task Order Request. All Task Order Proposers are required to submit all required documents with each Task Order Proposal in order to expedite the approval process and issue a notice to proceed.

A. Conditions for a Reduction or Waiver of MBE/WBE Goals

Each of the following elements must be present in the Task Order Proposer's written request for reduction or waiver of MBE and or WBE goal in order for the Chief Procurement Officer to review and determine whether or not such a reduction or waiver is appropriate.

1. The Task Order Proposer has documented the unsuccessful solicitation of certified MBE/WBE subcontractor(s)/subconsultant(s) of at least 50% (or at least five when there are more than eleven certified firms in the commodity area) of the appropriate certified MBE/WBE firms to perform any direct services identified or related to in the Task Order Request. Direct participation involves subcontracting a portion of the services specifically required in the Task Order Request. Documentation must include but is not necessarily limited to:

a. A detailed statement of efforts to identify and select portions of services identified in the Task Order Proposal for subcontracting to certified MBE/WBE firms;

b. A listing of all MBE/WBE firms contacted by the Task Order Proposer that includes:

(1) Names, address and telephone numbers of MBE/WBE firms solicited;
(2) Date and time of contact;
(3) Method of contact (written or facsimile). A copy of the certified written correspondence and/or a confirmed facsimile transmittal receipt must be attached.

c. Copies of certified letters or any other evidence of mailing that substantiates outreach to MBE/WBE vendors that must include:

(1) Project identification and location;
(2) Classification/commodity of services or work items for which quotations were sought;
(3) Date, item and location for acceptance of subcontractor/subconsultant bid proposals;

(4) Detailed statement which summarizes direct negotiations with appropriate MBE/WBE firms for specific portion of the services or work and indicates why negotiations were unsuccessful;

(5) Affirmation that good faith efforts have been demonstrated by choosing subcontracting opportunities likely to achieve MBE/WBE goals by not imposing any limiting conditions which were not mandatory for all subcontractor(s)/ subconsultant(s); or denying the benefits ordinarily conferred on MBE/WBE subcontractors for the type of services or work that was solicited.

OR

2. Subcontractor/Subconsultant participation will be deemed excessively costly when the MBE/WBE subcontractor/subconsultant proposal exceeds the average price quoted by more than twenty percent (20%). In order to establish that a subcontracts quote is excessively costly, the Task Order Proposer must provide the following information:

a. A detailed statement of the scope of services or work identified for MBE/WBE participation for which the Task Order Proposer asserts the MBE/WBE quote(s) were excessively costly (in excess of 20% or higher).

(1) A listing of all potential subcontractor(s)/subconsultant(s) contacted for a quotation on that scope of services or work item;

(2) Prices quoted for the subcontract in question by all such potential subcontractor(s)/subconsultant(s) for that scope of services or work item.

b. Other documentation which demonstrates to the satisfaction of the Chief Procurement Officer that the MBE/WBE proposals are excessively costly, even though not in excess of 20% higher than the average price quoted. This determination will be based on factors that include, but are not limited to the following:

(1) The Citys estimate for the work under a specific subcontract;
(2) The Task Order Proposers own estimate for the work under the subcontract;
(3) An average of the bona fide prices quoted for the subcontract;
(4) Demonstrated increase in other contract costs as a result of subcontracting to the M/WBE or other firm.

B. Assist Agency Participation

Every MBE and or WBE waiver and/or reduction request must include evidence that the Task Order Proposer has provided timely notice of the need for subcontractor(s)/subconsultant(s) to an appropriate association/assist agency representative of the MBE/WBE business community shown in Attachment A.

The notice requirement of this Section will be satisfied if a Task Order Proposer contacts at least one of the associations shown on Attachment A. When a Task Order Proposer seeks a waiver or reduction in the utilization of MBE/WBE goals, Attachment B provides the letter format a Task Order Proposer may use. If deemed appropriate, the Chief Procurement Officer or Executive Director may contact the assist agency for verification of notification.

C. Impracticability

1. If the Chief Procurement Officer determines that a lesser MBE and/or WBE percentage standard is appropriate with respect to a particular Task Order Request prior to the solicitation, the Task Order Request shall include a statement of such revised standard.

2. The MBE/WBE goal requirements set forth in these Regulations shall not apply where the Chief Procurement Officer determines prior to the issuance of a Task Order Request solicitation that MBE/WBE subcontractor/subconsultant participation is impracticable.

This may occur whenever the Chief Procurement Officer determines that for reasons of time, need, industry practices or standards not previously known to the Procurement Department administrator, or such other extreme circumstances as may be deemed appropriate, such a Waiver is in the best interests of the City. This determination may be made by the Chief Procurement Officer prior to solicitation in connection with a particular Task Order Request.

VI. Procedure to Determine MBE/WBE Compliance

A. Schedule B: MBE/WBE Affidavit of Joint Venture

Where the Proposer includes the participation of any MBE or WBE as a joint venture partner, the Proposer must submit with its proposal at the Request for Qualification ("RFQ") stage, a Schedule B and the proposed joint venture agreement. These documents must clearly evidence that the MBE or WBE joint venture partner will be responsible for a clearly defined portion of the work to be performed, and that the MBE's or WBE's responsibilities and risks are proportionate to its ownership percentage. The proposed joint venture agreement must include specific details related to:

1. The parties' contributions of capital, personnel and equipment and share of the costs of insurance and bonding (if required);
2. Work items to be performed by the MBE's or WBE's own forces/equipment (if needed);
3. Work items to be performed under the supervision of the MBE or WBE venture partner; and
4. The MBE's or WBE's commitment of management, supervisory and operative personnel dedicated to the performance of the Task Order Services.

B. Schedule C-3; Letter of Intent to Perform as SubContractor/Subconsultant.

The Task Order Proposer must submit with its' Task Order Proposal an executed original Schedule C-3 for each MBE and WBE included on the Schedule D-3 in response to each Task Order Request. Each Schedule C-3 must accurately detail the scope of services to be performed by the MBE or WBE and the agreed rates and prices to be paid.

C. Schedule D-3: Compliance Plan Regarding MBE and WBE Utilization

The Task Order Proposer must submit with its' Task Order Proposal a completed Schedule D-3 in response to each Task Order Request. An approved Compliance Plan is a condition precedent to commencement of an approval of each Task Order.

Except in cases where the Task Order Proposer has submitted a request for a complete waiver of or variance from the MBE/WBE commitment in accordance with Section V. above, the Compliance Plan must commit to the utilization of each listed MBE and WBE. The Task Order Proposer is responsible for calculating the dollar equivalent of the MBE and WBE Task Order goals identified in each Task Order Request, as percentages of the total proposed dollar value of the Task Order Proposal. All Compliance Plan commitments must conform to the Schedule C-3s.

D. Letters of Certification.

A copy of each proposed MBE's and WBE's current Letter of Certification from the City of Chicago must be submitted with each Task Order Proposal in response to a Task Order Request.

A Letter of Certification includes a statement of the MBE's or WBE's area(s) of specialty. The MBE's or WBE's scope of services as detailed in the Schedule C-3 must conform to its area(s) of specialty. Where an MBE or WBE is proposed to perform services not covered by its Letter of

Certification, the MBE or WBE must request the addition of a new area at least 30 calendar days prior to the Task Order Proposal submittal date.

VII. Reporting Requirements during the Term of the Contract

A. After each Task Order has been completed, the Task Order Proposer must submit a MBE/WBE Utilization Report for that specific Task Order project.

B. "MBE/WBE Utilization Reports" are to be submitted directly to: Office of Compliance, ATTN: Supplier Diversity Program, 333 State Street, Suite 320, Chicago, IL 60604

C. The Executive Director shall be entitled to examine, on five (5) business days prior notice, the Contractors books and records including without limitation payroll records, tax returns and records, and books of account, to determine whether the Contractor is in compliance with its commitment to MBE/WBE participation and the status of any MBE or WBE performing any portion of the contract. Such rights are in addition to any other audit inspection rights contained in the contract.

VIII. MBE/WBE Substitutions

Changes by the Task Order Proposer of the commitments earlier certified in the Schedule D-3 are prohibited. In some cases, however, it may become necessary to substitute a new MBE or WBE in order to actually fulfill the MBE/WBE requirements.

The Task Order Proposer must notify the Chief Procurement Officer immediately in writing of the necessity to reduce or terminate an MBE/WBE subcontract and to utilize a substitute firm for some phase of services. The Task Order Proposer's notification should include the reason for the substitution request, as well as, the name, address and principal official of the substitute MBE/WBE and the dollar value and scope of work of the subcontract. Attached should be all the requisite MBE/WBE affidavits and documents, as enumerated above in Section VI above, "Procedure to Determine Bid Compliance."

The City will not approve extra payment for escalated costs incurred by the Task Order Proposer when a substitution of Subcontractor(s)/Subconsultant(s) becomes necessary for the Task Order Proposer in order to comply with MBE/WBE contract requirements.

After a Notice to Proceed has been issued, no relief of the MBE/WBE requirements will be granted by the City except in exceptional circumstances. Requests for complete or partial waiver of the MBE/WBE requirements identified in each Task Order Request must be made in writing, stating all details of the request, the circumstances, and any additional relevant information. The request must be accompanied by a record of all efforts taken by the Contractor to locate specific firms, solicit MBE/WBE bids, seek assistance from technical assistance agencies, etc., as outlined above in the section V. above, entitled "Regulations Governing Reductions To or Waiver of MBE/WBE Goals".

IX. Non-Compliance and Damages

The following constitutes a material breach of this Contract and shall entitle the City to declare a default, terminate the contract and exercise those remedies provided for in the contract, at law or in equity:

(1) Failure to satisfy the MBE/WBE percentages required by the Contract; and

(2) The Contractor, Subcontractor or Subconsultant is disqualified as an MBE or WBE, when such status was a factor in Contract award, and was misrepresented by the Task Order Proposer.

In the event that the Task Order Proposer is determined not to have been involved in any misrepresentation of the status of the disqualified Subontractor/Subconsultant, the Task Order Proposer shall seek to discharge the disqualified Subcontractor/Subconsultant, upon proper notification to the Chief Procurement Officer and/or Executive Director and make every effort to identify and engage a qualified MBE or WBE as its replacement. Furthermore, continued eligibility to enter into future contracting arrangements with the City may be jeopardized as a result of non-compliance. Payments due to the Contractor may be withheld until corrective action is taken by the Contractor/Consultant and approved by the Chief Procurement Officer.

X. Arbitration

A. In the event that a Contractor has not complied with the committed MBE/WBE percentages, underutilization of MBEs/WBEs shall entitle the affected MBE/WBE to recover from the Contractor damages suffered by such MBE/WB Eentity as a result of being underutilized; provided, however, that this provision shall not apply to the extent such underutilization occurs pursuant to a waiver or substitution approved by the City. The Ordinance and contracts subject thereto provide that any disputes between the Contractor and such affected MBEs/WBEs regarding damages shall be resolved by binding arbitration before an independent arbitrator other than the City, with reasonable expenses, including attorneys fees, being recoverable by a prevailing MBE/WBE in accordance with these regulations. This provision is intended for the benefit of any MBE/WBE affected by underutilization and grants such MBE/WBE entity specific third party beneficiary rights. Any rights conferred by this regulation are non-waivable and take precedence over any agreement to the contrary, including but not limited to those contained in a subcontract, suborder, or communicated orally between a Contractor and an MBE/WBE.

B. An MBE/WBE desiring to arbitrate shall contact the Contractor in writing to initiate the arbitrative process. Except as otherwise agreed to in writing by the affected parties subject to the limitation contained in the last sentence of the previous paragraph, Section X. A. above, within ten (10) days of the Contractor receiving notification of the intent to arbitrate from the MBE/WBE the above-described disputes shall be arbitrated in accordance with the Commercial Arbitration Rules of the American Arbitration Association ("AAA"), a not-for-profit agency, with an office at 225 North Michigan Avenue, Suite 2527, Chicago, Illinois 60601-7601 [Phone: (312) 616-6560; Fax: (312) 819-0404]. All such arbitrations shall be initiated by the MBE/WBE filing a demand for arbitration with the AAA; shall be conducted by the AAA; and held in Chicago, Illinois.

C. All fees of the arbitrator are the initial responsibility of the MBE/WBE; provided, however, that the arbitrator is authorized to award reasonable expenses, including attorneys and arbitrator fees, as damages to a prevailing MBE/WBE.

D. The MBE/WBE must send the City a copy of the "Demand for Arbitration" within ten (10) days after it is filed with the AAA. The MBE/WBE also must send the City a copy of the decision of the arbitrator within ten (10) days of receiving such decision. Judgment upon the award rendered by the arbitrator may be entered in any court of competent jurisdiction.

XI. Penalty for Failure to Meet MBE/WBE Commitments

In accordance with Article IV Section 2-92-445 of the Municipal Code of Chicago, in the event a Contractor fails to meet its overall MBE/WBE commitment on a specific contract, a penalty may be assessed.

XII. Record Keeping

The Contractor shall maintain records of all relevant data with respect to the utilization of MBEs/WBEs, retaining these records for a period of at least three years after final acceptance of the work. Full access to these records shall be granted to the City of Chicago, Federal or State authorities in this project, the U.S. Department of Justice, or any duly authorized representatives thereof.

XIII. Information Sources

Small business guaranteed loans; surety bond guarantees; 8 (a) certification:

U.S. Small Business Administration Program
500 W. Madison Street, Suite 1250
Chicago, Illinois 60661

General Information
(312) 353-4528

S.B.A. - Bond Guarantee Surety Bonds
500 West Madison, Suite 1250
Chicago, Illinois 60661
Attention: Carole Harris
(312) 353-4003

S.B.A. - Procurement Assistance
500 West Madison, Suite 1250
Chicago, Illinois 60661
Attention: Robert P. Murphy, Area Regional Administrator
(312) 353-7381

Project Information and General MBE/WBE Information:
City of Chicago
Department of Procurement Services
Contract Administration Division
City Hall - Room 403
Chicago, Illinois 60602
Attention: Monica Jimenez
(312) 744-0845

Directory of Certified Disadvantaged, Minority and Women Business Enterprises:

City of Chicago
Office of Compliance
ATTN: Supplier Diversity Program
333 State Street, Suite 320
Chicago, IL 60604

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

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

Information on MBE/WBE availability in the manufacturing, sales or supplies and related fields (direct assistance from 42 regional affiliates located throughout the U.S.):

National Minority Suppliers Development Council, Inc.
1040 Avenue of the Americas, 2nd floor
New York, New York 10018
Attention: Harriet R. Michel
(212) 944-2430

Chicago Minority Business Development Council
1 East Wacker Drive
Suite 1200
Chicago, Illinois 60601
Attention: Tracye Smith, Executive Director
Phone#:(312)755-8880
Fax #: (312) 755-8890

ATTACHMENT A – ASSIST AGENCY

Alliance of Business Leaders & Entrepreneurs (ABLE)
150 N. Michigan Ave. Suite 2800
Chicago, IL 60601
Phone: (312) 624-7733
Fax: (312) 624-7734
Web: www.ablechicago.com

Alliance of Minority and Female Contractors
c/o Federation of Women Contractors
5650 S. Archer Avenue
Chicago, IL 60638
Phone: (312) 360-1122
Fax: (312) 360-0239

American Brotherhood of Contractors Business Development Center
11509 S. Elizabeth
Chicago, IL 60643
Phone: (773) 928-2225
Fax: (773)928-2209
Web: www.american-brotherhood.org

Asian American Institute
4753 N. Broadway St. Suite 904
Chicago, IL 60640
Phone: (773) 271-0899
Fax: (773) 271-1982
Web: www.aaichicago.org

Association of Asian Construction Enterprises
333 N. Ogden Avenue
Chicago, IL 60607
Phone: (847) 525-9693
Email: nakmancorp@aol.com

Black Contractors United
400 W. 76th Street, Suite 200
Chicago, IL 60620
Phone: (773 483-4000
Fax: (773) 483-4150
Web: www.blackcontractorsunited.com

Chatham Business Association Small Business Development, Inc.
8441 S. Cottage Grove Avenue
Chicago, IL 60619
Phone: (773)994-5006
Fax: (773)994-9871
Web: www.cbaworks.org

Chicago Area Gay & Lesbian Chamber of Commerce
3656 N. Halsted
Chicago, IL 60613
Phone: (773) 303-0167
Fax: (773) 303-0168
Web: www.glchamber.org

Chicago Minority Supplier Development Council, Inc.
105 W. Adams, Suite 2300
Chicago, IL 60603-6233
Phone: (312) 755-8880
Fax: (312) 755-8890
Web: www.chicagomsdc.org

Chicago Urban League
4510 S. Michigan Ave.
Chicago, IL 60653
Phone: (773) 285-5800
Fax: (773) 285-7772
Web: www.cul-chicago.org

Cosmopolitan Chamber of Commerce
203 N. Wabash, Suite 518
Chicago, IL 60601
Phone: (312) 499-0611
Fax: (312) 332-2688
Web: www.cosmochamber.org

Federation of Women Contractors
5650 S. Archer Avenue
Chicago, IL 60638
Phone: (312) 360-1122
Fax: (312) 360-0239
Web: www.fwcchicago.com

Hispanic American Construction Industry Association (HACIA)
901 West Jackson Boulevard, Suite 205
Chicago, IL 60607
Phone: (312) 666-5910
Fax: (312) 666-5692
Web: www.haciaworks.org

Illinois Hispanic Chamber of Commerce
855 W. Adams, Suite 100
Chicago, IL 60607
Phone: (312) 425-9500
Fax: (312) 425-9510
Web: www.ihccbusiness.net

Latin American Chamber of Commerce
3512 West Fullerton Avenue
Chicago, IL 60647
Phone: (773) 252-5211
Fax: (773) 252-7065
Web: www.latinamericanchamberofcommerce.com

National Association of Women Business Owners
Chicago Chapter
230 E. Ohio, Suite 400
Chicago, IL 60611
Phone: (312) 224-2605
Fax: (312) 6448557
Web: www.nawbochicago.org

Rainbow/PUSH Coalition
International Trade Bureau
930 E. 50th Street
Chicago, IL 60615
Phone: (773) 256-2781
Fax: (773) 373-4104
Web: www.rainbowpush.org

Suburban Minority Contractors Association
1250 Grove Ave. Suite 200
Barrington, IL 60010
Phone: (847) 852-5010
Fax: (847) 382-1787
Web: www.suburbanblackcontractors.org

Uptown Center Hull House
4520 N. Beacon Street
Chicago, IL 60640
Phone: (773) 561-3500
Fax: (773) 561-3507
Web: www.hullhouse.org

Women Construction Owners & Executives (WCOE)
Chicago Caucus
308 Circle Avenue
Forest Park, IL 60130
Phone: (708) 366-1250
Fax: (708) 366-5418
Web: www.wcoeusa.org

Women's Business Development Center
8 South Michigan Ave., Suite 400
Chicago, IL 60603
Phone: (312) 853-3477
Fax: (312) 853-0145
Web: www.wbdc.org

Chicago Women In Trades (CWIT)
4425 S. Western Blvd.
Chicago, IL 60609-3032
Phone: (773) 376-1450
Fax: (312) 942-0802
Web: www.chicagowomenintrades.org

Coalition for United Community Labor Force
1253 W. 63rd Street
Chic-go, IL 60636
Phone: (773) 863-0283

Englewood Black Chamber of Commerce
P.O. Box 21453
Chicago, IL 60621

South Shore Chamber, Incorporated
Black United Funds Bldg.
1813 E. 71st Street
Chicago, IL 60649-2000
Phone: (773) 955- 9508

United Neighborhood Organization (UNO)
954 W. Washington Blvd., 3rd Floor
Chicago, IL 60607
Phone: (312) 432-6301
Fax: (312) 432-0077
Web: www.uno-online.org

ATTACHMENT B
(On Bidder/Respondent's Letterhead)

RETURN RECEIPT REQUESTED

(Date)

Re: Specification _____
Description: _____

(Assist Agency Name and Address)

Dear_____:

(Bidder/Respondent)_____intends to submit a bid/proposal in response to the above referenced specification with the City of Chicago. Bids are due _____advertised specification with the City of Chicago.

The following areas have been identified for subcontracting opportunities on both a direct and indirect basis:

_____
_____
_____

Our efforts to identify potential subcontractors have not been successful in order to meet the Disadvantaged/Minority/Women Business Enterprise contract goal. **Due to the inability to identify an appropriate DBE/MBE/WBE firm certified by the City of Chicago to participate as a subcontractor or joint venture partner, a request for the waiver of the contract goals will be submitted.** If you are aware of such a firm, please contact

_____ at _____
Name of Company Representative Address/phone

within (10) ten working days of receipt of this letter.

Under the City of Chicago's MBE/WBE/DBE Ordinance, your agency is entitled to comment upon this waiver request to the City of Chicago. Written comments may be directed within fifteen (15) working days of your receipt of this letter to:

Monica Cardenas, Deputy Procurement Officer
Department of Procurement Services
City of Chicago
121 North La Salle Street, Room 403
Chicago, Illinois 60602

If you wish to discuss this matter, please contact the undersigned at_____.

Sincerely,

_____

SCHEDULE B: Affidavit of Joint Venture (MBE/WBE)

This form need not be submitted if all joint venturers are MBEs and/or WBEs. In such a case, however, a written joint venture agreement among the MBE and WBE venturers must be submitted. In all proposed joint ventures, each MBE and/or WBE venturer must submit a copy of their current Letter of Certification.

All Information Requested by this Schedule must Be Answered in the Spaces Provided. Do Not Refer to Your Joint Venture Agreement Except to Expand on Answers Provided on this Form. If Additional Space Is Required, Additional Sheets May Be Attached.

I. Name of joint venture: _____
Address of joint venture: _____
_____
Phone number of joint venture: _____

II. Identify each non-MBE/WBE venturer(s):
Name of Firm: _____
_____
Address: _____
Phone: _____
Contact person for matters concerning MBE/WBE compliance: _____

III. Identify each MBE/WBE venturer(s):
Name of Firm: _____
Address: _____
Phone: _____
Contact person for matters concerning MBE/WBE compliance: _____
_____

IV. Describe the role(s) of the MBE and/or WBE venturer(s) in the joint venture: _____
_____
_____
_____
_____

V. Attach a copy of the joint venture agreement. In order to demonstrate the MBE and/or WBE venturer's share in the ownership, control, management responsibilities, risks and profits of the joint venture, the proposed joint venture agreement must include specific details related to: (1) the contributions of capital and equipment; (2) work items to be performed by the MBE/WBE's own forces; (3) work items to be performed under the supervision of the MBE/WBE venturer; and (4) the commitment of management, supervisory and operative personnel employed by the MBE/WBE to be dedicated to the performance of the project.

VI. Ownership of the Joint Venture.
A. What are the percentage(s) of MBE/WBE ownership of the joint venture?
MBE/WBE ownership percentage(s) _____
Non-MBE/WBE ownership percentage(s) _____

B. Specify MBE/WBE percentages for each of the following (provide narrative descriptions and other detail as applicable):

1. Profit and loss sharing: _____

2. Capital contributions:
   (a) Dollar amounts of initial contribution: _____
   _____

   (b) Dollar amounts of anticipated on-going contributions: _____

3. Contributions of equipment (Specify types, quality and quantities of equipment to be provided by each venturer): _____
_____
_____
_____

4. Other applicable ownership interests, including ownership options or other agreements which restrict or limit ownership and/or control: _____
_____
_____
_____

5. Provide copies of all written agreements between venturers concerning this project.

6. Identify each current City of Chicago contract (and each contract completed during the past two (2) years) by a joint venture of two or more firms participating in this joint venture:
_____
_____
_____
_____

VII. Control of and Participation in the Joint Venture. Identify by name and firm those individuals who are, or will be, responsible for, and have the authority to engage in the following management functions and policy decisions. (Indicate any limitations to their authority such as dollar limits and co-signatory requirements.):

A. Joint venture check signing:
_____
_____
_____
_____

B. Authority to enter contracts on behalf of the joint venture:
_____
_____
_____
_____

C. Signing, co-signing and/or collateralizing loans:

D. Acquisition of lines of credit:

E. Acquisition and indemnification of payment and performance bonds:

F. Negotiating and signing labor agreements:

G. Management of contract performance. (Identify by name and firm only):

1. Supervision of field operations:
2. Major purchases:
3. Estimating:
4. Engineering:

VIII. Financial Controls of joint venture:

A. Which firm and/or individual will be responsible for keeping the books of account?

B. Identify the "managing partner," if any, and describe the means and measure of their compensation:

C. What authority does each venturer have to commit or obligate the other to insurance and bonding companies, financing institutions, suppliers, subcontractors, and/or other parties participating in the performance of this contract or the work of this project?

IX. State the approximate number of operative personnel (by trade) needed to perform the joint venture's work under this contract. Indicate whether they will be employees of the non-MBE/WBE firm, the MBE/WBE firm, or the joint venture.

Trade	Non-MBE/WBE Firm (Number)	MBE/WBE (Number)	Joint Venture (Number)

If any personnel proposed for this project will be employees of the joint venture:

A. Are any proposed joint venture employees currently employed by either venturer?
Currently employed by non-MBE/WBE (number) ____ Employed by MBE/WBE ____

B. Identify by name and firm the individual who will be responsible for hiring joint venture employees:

C. Which venturer will be responsible for the preparation of joint venture payrolls:

X. Please state any material facts of additional information pertinent to the control and structure of this joint venture.

The undersigned affirms that the foregoing statements are correct and include all material information necessary to identify and explain the terms and operations of our joint venture and the intended participation of each venturer in the undertaking. Further, the undersigned covenant and agree to provide to the City current, complete and accurate information regarding actual joint venture work and the payment therefore, and any proposed changes in any provision of the joint venture agreement, and to permit the audit and examination of the books, records and files of the joint venture, or those of each venturer relevant to the joint venture by authorized representatives of the City or the Federal funding agency.

Any material misrepresentation will be grounds for terminating any contract which may be awarded and for initiating action under federal or state laws concerning false statements.

Note: If, after filing this Schedule B and before the completion on the joint venture's work on the project, there is any change in the information submitted, the joint venture must inform the City of Chicago, either directly or through the prime contractor if the joint venture is a subcontractor.

_____
Name of Non-MBE/WBE Partner Firm

_____
Signature of Affiant

_____
Name and Title of Affiant

_____
Date

On this _____ day of _____ , 20 ____ , the above-signed officers

_____
(names of affiants)

personally appeared and, known to me be the persons described in the foregoing Affidavit, acknowledged that they executed the same in the capacity therein stated and for the purpose therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

_____
Signature of Notary Public

My Commission Expires: _____

(SEAL)

SCHEDULE C-3
MBE/WBE Letter of Intent to Perform as Subcontractor/Subconsultant or Supplier
Task Order Contracts

Project Name: _____
Contract Number: _____ Release Number: _____

From: _____
(Name of MBE or WBE Firm)

To: _____ and the City of Chicago:
(Name of Prime Contractor)

The MBE/WBE status of the undersigned is confirmed by the attached Certification Letter from the City of Chicago, effective,

_____ to _____

The undersigned is prepared to provide the following services or supply the following goods in connection with the named project/contract:

_____

_____

The above described services is being offered for the following price and described terms of payment:

_____

_____

SUB-SUBCONTRACTING LEVELS

_____ % of the dollar value of the MBE or WBE subcontract that will be subcontracted to a non-MBE or WBE firm(s).
_____ % of the dollar value of the MBE or WBE subcontract that will be subcontracted to a MBE or WBE firm(s).

NOTICE:
If any of the MBE's or WBE's scope of work will be subcontracted, attach a brief explanation, description and pay item number of the work that will be subcontracted. A zero (0) must be shown in each blank if the MBE/WBE will not be subcontracting any of the work listed or attached to this schedule.
The undersigned will enter into a formal written agreement for the above work with you as a Prime Contractor, conditioned upon your execution of a contract with the City of Chicago, within three (3) business days of your receipt of a signed contract from the City of Chicago.
NOTICE: THIS SCHEDULE AND ATTACHMENTS REQUIRE ORIGINAL SIGNATURES.

_____
(Signature of Owner, President or Authorized Agent of MBE/WBE)

_____
Name /Title (Print)

_____
Phone

_____
Date

(January 2011)

SCHEDULE D-3
Compliance Plan regarding MBE/WBE Utilization
Task Order Contracts

Contract#: _____ **Project #:** _____

Project Description:

_____

In connection with the above captioned contract, I HEREBY DECLARE AND AFFIRM that I am the

_____ and authorized representative of
(Title of Affiant)

_____

Name of Prime Contractor

and that I have personally reviewed the material and facts set forth in and submitted with the Schedule C-3 regarding **Minority Business Enterprise (MBE) and Women Business Enterprise (WBE)** to perform as subcontractor/subconsultant. All **MBE/WBE** firms included in this plan have been certified as such by the City of Chicago (current letter of certification attached).

I. Complete this section for <u>each</u> MBE/WBE participating on this Task Order.

1. Name of MBE/WBE firm: _____

Address: _____

Name of Contact Person/Title: _____

Phone Number: _____

Dollar Amount of Participation: $ _____

Percentage of Participation: _____ %

If indirect participation is being used, describe in detail the service that will be performed and provide detailed project information (i.e., project name, description, location, type of service and/or supplies that are being purchased. Copies of invoices, bill of sale and cancelled checks must be submitted to the Department of Procurement Services upon project completion.)

_____

_____

_____

_____

SCHEDULE D-3
Compliance Plan regarding MBE/WBE Utilization
Task Order Contracts

2. Name of MBE/WBE:_____

Address:_____

Name of Contact Person/Title:_____

Phone Number: _____

Dollar Amount of Participation: $_____

Percentage of Participation: _____%

If indirect participation is being used, describe in detail the service that will be performed and provide detailed project information (i.e., project name, description, location, type of service and/or supplies that are being purchased. Copies of invoices, bill of sale and cancelled checks must be submitted to the Department of Procurement Services upon project completion.)

_____

_____

_____

_____

3. Name of MBE/WBE:_____

Address:_____

Contact Person:_____ Phone: _____

Dollar Amount of Participation: $_____

Percentage of Participation: _____%

If indirect participation is being used, describe in detail the service that will be performed and provide detailed project information (i.e., project name, description, location, type of service and/or supplies that are being purchased. Copies of invoices, bill of sale and cancelled checks must be submitted to the Department of Procurement Services upon project completion.)

_____

_____

_____

4. Name of MBE/WBE:_____

Address:_____

SCHEDULE D-3
Compliance Plan regarding MBE/WBE Utilization
Task Order Contracts

Contact Person:_____ Phone: _____

Dollar Amount of Participation: $_____

Percentage of Participation: _____ %

If indirect participation is being used, describe in detail the service that will be performed and provide detailed project information (i.e., project name, description, location, type of service and/or supplies that are being purchased. Copies of invoices, bill of sale and cancelled checks must be submitted to the Department of Procurement Services upon project completion.)

_____

_____

_____

_____

5. Attach additional sheets as needed.

II. **Summary of Direct MBE/WBE Proposal:**

1. MBE Direct Participation

Name of MBE firm	Dollar Amount	Percent
_____	$_____	_____%
_____	$_____	_____%
_____	$_____	_____%
Total MBE Direct Participation	$_____	_____%

2. WBE Direct Participation

Name of WBE firm	Dollar Amount	Percent
_____	$_____	_____%
_____	$_____	_____%
_____	$_____	_____%
Total WBE Direct Participation	$_____	_____%

SCHEDULE D-3
Compliance Plan regarding MBE/WBE Utilization
Task Order Contracts

III. **Summary of Indirect MBE/WBE Proposal:**

1. MBE Indirect Participation

Name of MBE firm	Dollar Amount	Percent
_____	$_____	_____%
_____	$_____	_____%
_____	$_____	_____%
Total MBE Indirect Participation	$_____	_____%

2. WBE Indirect Participation

Name of WBE firm	Dollar Amount	Percent
_____	$_____	_____%
_____	$_____	_____%
_____	$_____	_____%
Total WBE Indirect Participation	$_____	_____%

To the best of my knowledge, information and belief, the facts and representations contained in this Schedule are true, and no material facts have been omitted.

The contractor designates the following person as their MBE/WBE Liaison Officer:

Name _____ Phone Number:_____

I do solemnly declare and affirm under penalties of perjury that the contents of the foregoing document are true and correct, and that I am authorized, on behalf of the contractor, to make this affidavit.

_____
Signature of Affiant (Date)

State of _____
County of _____

This instrument was acknowledged before me on _____(date)
by _____(name /s of person/s)
as _____(type of authority, e.g., officer, trustee, etc.)
of _____(name of party on behalf of whom instrument was executed).

(Seal)

_____
Signature of Notary Public

EXHIBIT 4

ONLINE ECONOMIC DISCLOSURE STATEMENT AND AFFIDAVIT CERTIFICATE OF FILING

Complete the online Economic Disclosure Statement (EDS) which includes a Disclosure of Retained Parties. Please submit an electronically signed, one page EDS Certificate of Filing which validates that the EDS has been filed. Additionally, the Municipal Code of Chicago requires the disclosure of Familial Relationships with Elected City Officials and Department Heads. The web address to submit your EDS is: **https://webapps.cityofchicago.org/EDSWeb**

CERTIFICATE OF FILING FOR

CITY OF CHICAGO ECONOMIC DISCLOSURE STATEMENT

EDS Number: 27718
Certificate Printed on: 12/20/2011

Date of This Filing:12/20/2011 11:52 AM
Original Filing Date:12/20/2011 11:52 AM

Disclosing Party: Intellisys Technology LLC
Filed by: Mrs. Cathy Olewinski

Title:Office Manager

Matter: City of Chicago Contracts
Applicant: Intellisys Technology LLC
Specification #:
Contract #:

The Economic Disclosure Statement referenced above has been electronically filed with the City. Please provide a copy of this Certificate of Filing to your city contact with other required documents pertaining to the Matter. For additional guidance as to when to provide this Certificate and other required documents, please follow instructions provided to you about the Matter or consult with your City contact.

A copy of the EDS may be viewed and printed by visiting https://webapps.cityofchicago.org/EDSWeb and entering the EDS number into the EDS Search. Prior to contract award, the filing is accessible online only to the disclosing party and the City, but is still subject to the Illinois Freedom of Information Act. The filing is visible online to the public after contract award.

EXHIBIT 5
LIST OF KEY PERSONNEL

Category 3:
ON-SITE & REMOTE DATABASE SUPPORT & ONGOING MAINTENANCE

INTELLISYS TECHNOLOGY, LLC.

For each Key Personnel committed to this project provide information below as requested per Section 3.03.

1. **Name:** John Cook

Title: Account Manager

Role: Manage City of Chicago Project

2. **Name:** Kumaran D

Title: Delivery Manager - DBA Group

Role: Responsible for DBA Team

3. **Name:** Nancy DiCoala

Title: Senior DBA

Role: Oversee DBA Activities

4. **Name:** Ravi Kiran

Title: DBA - Project Lead

Role: Lead DBA Team Onsite

EXHIBIT 6
CONTRACTUAL REQUIREMENTS RELATED TO HIPAA

The terms below that are capitalized and in bold have the same meanings as set forth in the Health Insurance Portability and Accountability Act. *See* 45 CFR parts 160 and 164.

1. Consultant must not use or further disclose Protected Health Information ("PHI") other than as permitted or required by this Agreement or as Required by Law. (http://www.hhs.gov/ocr/hipaa/)
2. Consultant must use appropriate safeguards to prevent the use or disclosure of PHI other than as provided for in this Agreement.
3. Consultant must mitigate to the extent practicable any harmful effect that is known to Consultant of a use or disclosure of PHI by Consultant in violation of the requirements of this Agreement.
4. Consultant must report any use or disclosure of the PHI not provided for by this Agreement to the City.
5. Consultant must ensure that any agent, including a subcontractor, to whom it provides PHI received from, or created or received by Consultant on behalf of the City agrees to the same restrictions and conditions that apply through this Agreement to Consultant with respect to such information.
6. If the Consultant has PHI in a Designated Record Set then Consultant must provide access, at the request of the City, and in the time and manner designated by the City, to PHI in a Designated Record Set, to City or, as directed by City, to an Individual in order to meet the requirements under 45 CFR 164.524.
7. If the Consultant has PHI in a Designated Record Set then Consultant must make any amendments to PHI in a Designated Record Set that the City directs or agrees to pursuant to 45 CFR 164.526 at the request of City or an Individual, and in the time and manner designated by City.
8. Consultant must make internal practices, books and records relating to the use and disclosure of PHI received from, or created or received by Consultant on behalf of, City available to the City, or at the request of the City to the Secretary, in a time and manner designated by the City or the Secretary, for purposes of the Secretary determining City's compliance with the Privacy Rule.
9. Consultant must document the disclosure of PHI and information relating to such disclosures as would be required for City to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR 164.528.
10. Consultant must provide to City or an Individual, in time and manner designated by City, information collected which relates to the disclosure of PHI, to permit City to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR 164.528.
11. Consultant must either return all PHI to the City or destroy it, at the City's option, upon termination or expiration of this Agreement.
12. Consultant must implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the electronic health information that it creates, receives, maintains, or transmits on behalf of the City as required by 45 CFR part 164.
13. Consultant must ensure that any agent, including a subcontractor, to whom it provides such information agrees to implement reasonable and appropriate safeguards to protect it.
14. Consultant must report to the City any security incident of which it becomes aware.

Specification No. 66760

Purchase Order No. 22983

ACKNOWLEDGMENT

Consultant, Intelligys Technology, LLC **, acknowledges, accepts and agrees that P.O. No.** 22983 **(the "Contract") is modified in the manner specified below. The following Contract changes are incorporated into the Contract as if fully set forth in the body of the Contract.**

1. The current Proprietary Rights of Indemnification language as identified in Article 9 Section 9.02(B) of the Master Consultant Agreement is stricken, and is replaced by the following provision:

Section 9.02(B) Proprietary Rights of Indemnification

1. The Consultant will indemnify, defend and hold completely harmless the City Indemnitees from and against any Losses relating to or arising out of infringement or alleged infringement by any part of the Consultant's Deliverables of any patent or copyright or other proprietary rights, provided however, that this indemnification provision will (i) not apply to an infringement or alleged infringement caused by any modification or alteration of the Consultant's Deliverables not approved by Consultant, if, but only to the extent that, the infringement would not have occurred but for such modification or alteration.

2. Promptly after the Consultant receives written notice of any claim, action, suit or proceeding which is subject to indemnification under this Section, Consultant must: (i) notify the City that Consultant will undertake the defense thereof, and (ii) retain legal counsel reasonably satisfactory to the City to conduct the defense thereof. The Consultant and the City will cooperate with the party which undertakes the defense of such claim, action, suit or proceeding in any manner that such party reasonably requests of the other. In the event that the Consultant fails to undertake its defense or subsequently abandons its defense, the City may (but is not obligated to) defend, compromise or settle such claim, action, suit or proceeding at Consultant's expense. The Consultant will not compromise or settle any claim, action, suit or proceeding in which any relief other than the payment of money damages is sought against the City without the prior written consent of the City.

3. In the event of any claim, action, suit or proceeding, the Consultant will successfully defend such, and (i) obtain the right for the City to continue using the infringing product or proprietary property, or (ii) modify the Consultant's Deliverables at Consultant's cost to make it non-infringing, without material loss of function or utility and without a material increase in operating costs, or (iii) replace the infringing material with materials containing at least equivalent functionality as the infringing material.

2. Article 9 - Risk Management of the Master Consulting Agreement is amended to incorporate the following provision:

Section 9.03 Limitation of Liability

The City and the Consultant agree that the Consultant's liability for damages arising from this Agreement and the performance thereof shall not exceed three times the Maximum Task Order Request compensation value as established in Section 6.04 provided that, such limitation does not apply to third party claims covered by the indemnity provisions set forth above, losses of whatever nature which the City may suffer on account of Consultant's gross negligence or willful misconduct or which arise from Consultant's breach of its warranty obligations and losses of whatever nature that are covered under the insurance policy Consultant has been required to obtain under this Agreement. It shall be further agreed by City and Consultant that based on Task Order Request description and complexity, the CIO and CPO reserve the right to revise the monetary limitation placed on any Task Order Request generated. Such revised limitation will be identified in the Task Order Request.

Intellisys Technology, LLC
(Consultant)

By: RAJU IYER
Its: MANAGING PARTNER

Attest: _____

State of ILLINOIS
County of DUPAGE

This instrument was acknowledged before me on this 28th day of September 2011 by RAJU IYER as President (or other authorized officer) and VIJAY VISWANATH as Secretary of Intellisys (Corporation Name).

(Seal) Lenore F. Rasmussen
Notary Public Signature
Commission Expires: August 13, 2012

OFFICIAL SEAL
LENORE F. RASMUSSEN
NOTARY PUBLIC, STATE OF ILLINOIS
My Commission Expires Aug. 13, 2012

CITY OF CHICAGO
ECONOMIC DISCLOSURE STATEMENT and AFFIDAVIT
Related to Contract/Amendment/Solicitation
EDS # 27718

SECTION I -- GENERAL INFORMATION

A. Legal name of the Disclosing Party submitting the EDS:

Intellisys Technology LLC

Enter d/b/a if applicable:

The Disclosing Party submitting this EDS is:

the Applicant

B. Business address of the Disclosing Party:

Intellisys Technology LLC
2625 Butterfield Rd Suite 128N
Oak Brook, IL 60523
United States

C. Telephone:

630-928-1111

Fax:

630 990 1333

D. Name of contact person:

Mrs. Vivienne Logan

F. Brief description of contract, transaction or other undertaking (referred to below as the "Matter") to which this EDS pertains:

NON TARGET MARKET IT SERVICES

Which City agency or department is requesting this EDS?

DEPT OF PROCUREMENT SERVICES

Specification Number

66760

Contract (PO) Number

22983

Revision Number

Release Number

User Department Project Number

SECTION II -- DISCLOSURE OF OWNERSHIP INTERESTS

A. NATURE OF THE DISCLOSING PARTY

1. Indicate the nature of the Disclosing Party:

Limited liability company

Is the Disclosing Party incorporated or organized in the State of Illinois?

Yes

B. DISCLOSING PARTY IS A LEGAL ENTITY:

1.a.2 Does the Disclosing Party have any officers?

Yes

1.a.4 List below the full names and titles of all executive officers of the entity.

Officer:	Mr. Rajaraman Iyer
Title:	Managing Partner
Role:	Officer

Officer:	Mr. Vishi Viswanath
Title:	Managing Partner
Role:	Officer
Officer:	Mrs. Meena Iyer
Title:	NA
Role:	Officer
Officer:	Mrs. Revathy Viswanath
Title:	NA
Role:	Officer

B. CERTIFICATION REGARDING Controlling Interest

1.b.1 Are there any individuals who control the day-to-day management of the Disclosing Party as a general partner, managing member, manager, or other capacity?

Yes

1.b.2 List all general partners, managing members, managers, and any others who control the day-to-day management of the Disclosing Party. Don't include any legal entities in this answer- these will be named later:

Name:	Mr. Rajaraman Iyer
Title:	Managing Partner
Name:	Mr. Vishi Viswanath
Title:	Managing Partner

1.b.3 Are there any legal entities that control the day-to-day management of the Disclosing Party as a general partner, managing member, manager, or other capacity?

No

2. Ownership Information

Please provide ownership information concerning each person or entity having a direct or indirect beneficial interest in excess of 7.5% of the Disclosing Party. Examples of such an interest include shares in a corporation, partnership interest in a partnership or joint venture, interest of a member or manager in a limited lability company, or interest of a beneficiary of a trust, estate, or other similar entity. Note:

Pursuant to Section 2-154-030 of the Municipal code of Chicago, the City may require any such additional information from any applicant which is reasonably intended to achieve full disclosure.

- Mr. Vishi K Viswanath - 40%
- Mrs. Meena Iyer - 10%
- Mrs. Revathy Viswanath - 10%
- Mr. Rajaraman J Iyer - 40%

Owner Details

Name	Address
Mr. Rajaraman J Iyer	Intellisys Technology LLC 2625 Butterfield Rd Suite 128N Oak Brook, IL 60523 United States
Mr. Vishi K Viswanath	Intellisys Technology LLC 2625 Butterfield Rd Suite 128N Oak Brook, IL 60523 United States
Mrs. Meena Iyer	Intellisys Technology LLC 2625 Butterfield Rd Suite 128N Oak Brook, IL 60523 United States
Mrs. Revathy Viswanath	Intellisys Technology LLC 2625 Butterfield Rd Suite 128N Oak Brook, IL 60523 United States

SECTION III -- BUSINESS RELATIONSHIPS WITH CITY ELECTED OFFICIALS

Has the Disclosing Party had a "business relationship," as defined in Chapter 2-156 of the Municipal Code, with any City elected official in the 12 months before the date this EDS is signed?

No

SECTION IV -- DISCLOSURE OF SUBCONTRACTORS AND OTHER RETAINED PARTIES

The Disclosing Party must disclose the name and business address of each subcontractor, attorney, lobbyist, accountant, consultant and any other person or entity whom the Disclosing Party 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 Disclosing Party is not required to disclose employees who are paid solely through the Disclosing Party's regular payroll.

"Lobbyist" means any person or entity who undertakes to influence any legislative 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 Disclosing Party is uncertain whether a disclosure is required under this Section, the Disclosing Party must either ask the City whether disclosure is required or make the disclosure.

1. Has the Disclosing Party retained any legal entities in connection with the Matter?

No

3. Has the Disclosing Party retained any persons in connection with the Matter?

No

SECTION V -- CERTIFICATIONS

A. COURT-ORDERED CHILD SUPPORT COMPLIANCE

Under Municipal Code Section 2-92-415, substantial owners of business entities that contract with the City must remain in compliance with their child support obligations throughout the contract's term.

Has any person who directly or indirectly owns 10% or more of the Disclosing Party been declared in arrearage of any child support obligations by any Illinois court of competent jurisdiction?

No

B. FURTHER CERTIFICATIONS

1. Pursuant to Municipal Code Chapter 1-23, Article I ("Article I")(which the Applicant should consult for defined terms (e.g., "doing business") and legal requirements), if

the Disclosing Party submitting this EDS is the Applicant and is doing business with the City, then the Disclosing Party certifies as follows:

i. neither the Applicant nor any controlling person is currently indicted or charged with, or has admitted guilt of, or has ever been convicted of, or placed under supervision for, any criminal offense involving actual, attempted, or conspiracy to commit bribery, theft, fraud, forgery, perjury, dishonesty or deceit against an officer or employee of the City or any sister agency; and
ii. the Applicant understands and acknowledges that compliance with Article I is a continuing requirement for doing business with the City.

NOTE: If Article I applies to the Applicant, the permanent compliance timeframe in Article I supersedes some five-year compliance timeframes in certifications 2 and 3 below.

I certify the above to be true

2. The Disclosing Party and, if the Disclosing Party is a legal entity, all of those persons or entities identified in Section II.B.1. of this EDS:

a. are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from any transactions by any federal, state or local unit of government;
b. have not, within a five-year period preceding the date of this EDS, been convicted of a criminal offense, adjudged guilty, or had a civil judgment rendered against them in connection with: obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; a violation of federal or state antitrust statutes; fraud; embezzlement; theft; forgery; bribery; falsification or destruction of records; making false statements; or receiving stolen property;
c. are not presently indicted for, or criminally or civilly charged by, a governmental entity (federal, state or local) with committing any of the offenses set forth in clause B.2.b. of this Section V;
d. have not, within a five-year period preceding the date of this EDS, had one or more public transactions (federal, state or local) terminated for cause or default; and
e. have not, within a five-year period preceding the date of this EDS, been convicted, adjudged guilty, or found liable in a civil proceeding, or in any criminal or civil action, including actions concerning environmental violations, instituted by the City or by the federal government, any state, or any other unit of local government.

I certify the above to be true

3. Neither the Disclosing Party, nor any Contractor, nor any Affiliated Entity of either the Disclosing Party or any Contractor nor any Agents have, during the five years

before the date this EDS is signed, or, with respect to a Contractor, an Affiliated Entity, or an Affiliated Entity of a Contractor during the five years before the date of such Contractor's or Affiliated Entity's contract or engagement in connection with the Matter:

a. bribed or attempted to bribe, or been convicted or adjudged guilty of bribery or attempting to bribe, a public officer or employee of the City, the State of Illinois, or any agency of the federal government or of any state or local government in the United States of America, in that officer's or employee's official capacity;
b. agreed or colluded with other bidders or prospective bidders, or been a party to any such agreement, or been convicted or adjudged guilty of agreement or collusion among bidders or prospective bidders, in restraint of freedom of competition by agreement to bid a fixed price or otherwise; or
c. made an admission of such conduct described in a. or b. above that is a matter of record, but have not been prosecuted for such conduct; or
d. violated the provisions of Municipal Code Section 2-92-610 (Living Wage Ordinance).

I certify the above to be true

4. Neither the Disclosing Party, Affiliated Entity or Contractor, or any of their employees, officials, agents or partners, is barred from contracting with any unit of state or local government as a result of engaging in or being convicted of

- bid-rigging in violation of 720 ILCS 5/33E-3;
- bid-rotating in violation of 720 ILCS 5/33E-4; or
- any similar offense of any state or of the United States of America that contains the same elements as the offense of bid-rigging or bid-rotating.

I certify the above to be true

5. Neither the Disclosing Party nor any Affiliated Entity is listed on any of the following lists maintained by the Office of Foreign Assets Control of the U.S. Department of the Treasury or the Bureau of Industry and Security of the U.S. Department of Commerce or their successors: the Specially Designated Nationals List, the Denied Persons List, the Unverified List, the Entity List and the Debarred List.

I certify the above to be true

6. The Disclosing Party understands and shall comply with the applicable requirements of Chapters 2-55 (Legislative Inspector General), Chapter 2-56 (Inspector General) and Chapter 2-156 (Governmental Ethics) of the Municipal Code.

I certify the above to be true

C. CERTIFICATION OF STATUS AS FINANCIAL INSTITUTION

The Disclosing Party certifies that, as defined in Section 2-32-455(b) of the Municipal Code, the Disclosing Party

is not a "financial institution"

D. CERTIFICATION REGARDING INTEREST IN CITY BUSINESS

Any words or terms that are defined in Chapter 2-156 of the Municipal Code have the same meanings when used in this Part D.

1. In accordance with Section 2-156-110 of the Municipal Code: Does any official or employee of the City have a financial interest in his or her own name or in the name of any other person or entity in the Matter?

No

E. CERTIFICATION REGARDING SLAVERY ERA BUSINESS

If the Disclosing Party cannot make this verification, the Disclosing Party must disclose all required information in the space provided below or in an attachment in the "Additional Info" tab. Failure to comply with these disclosure requirements may make any contract entered into with the City in connection with the Matter voidable by the City.

The Disclosing Party verifies that the Disclosing Party has searched any and all records of the Disclosing Party and any and all predecessor entities regarding records of investments or profits from slavery or slaveholder insurance policies during the slavery era (including insurance policies issued to slaveholders that provided coverage for damage to or injury or death of their slaves), and the Disclosing Party has found no such records.

I can make the above verification

SECTION VI -- CERTIFICATIONS FOR FEDERALLY-FUNDED MATTERS

Is the Matter federally funded? For the purposes of this Section VI, tax credits allocated by the City and proceeds of debt obligations of the City are not federal funding.

No

SECTION VII -- ACKNOWLEDGMENTS, CONTRACT INCORPORATION, COMPLIANCE, PENALTIES, DISCLOSURE

The Disclosing Party understands and agrees that:

A. The certifications, disclosures, and acknowledgments contained in this EDS will become part of any contract or other agreement between the Applicant and the City in connection with the Matter, whether procurement, City assistance, or other City action, and are material inducements to the City's execution of any contract or taking other action with respect to the Matter. The Disclosing Party understands that it must comply with all statutes, ordinances, and regulations on which this EDS is based.

B. The City's Governmental Ethics and Campaign Financing Ordinances, Chapters 2-156 and 2-164 of the Municipal Code, impose certain duties and obligations on persons or entities seeking City contracts, work, business, or transactions. A training program is available on line at www.cityofchicago.org/city/en/depts/ethics.html, and may also be obtained from the City's Board of Ethics, 740 N. Sedgwick St., Suite 500, Chicago, IL 60610, (312) 744-9660. The Disclosing Party must comply fully with the applicable ordinances.

I acknowledge and consent to the above

The Disclosing Party understands and agrees that:

C. If the City determines that any information provided in this EDS is false, incomplete or inaccurate, any contract or other agreement in connection with which it is submitted may be rescinded or be void or voidable, and the City may pursue any remedies under the contract or agreement (if not rescinded or void), at law, or in equity, including terminating the Disclosing Party's participation in the Matter and/or declining to allow the Disclosing Party to participate in other transactions with the City. Remedies at law for a false statement of material fact may include incarceration and an award to the City of treble damages.

D. It is the City's policy to make this document available to the public on its Internet site and/or upon request. Some or all of the information provided on this EDS and any attachments to this EDS may be made available to the public on the Internet, in response to a Freedom of Information Act request, or otherwise. By completing and signing this EDS, the Disclosing Party waives and releases any possible rights or claims which it may have against the City in connection with the public release of information contained in this EDS and also authorizes the City to verify the accuracy of any information submitted in this EDS.

E. The information provided in this EDS must be kept current. In the event of changes, the Disclosing Party must supplement this EDS up to the time the

City takes action on the Matter. If the Matter is a contract being handled by the City's Department of Procurement Services, the Disclosing Party must update this EDS as the contract requires. NOTE: With respect to Matters subject to Article I of Chapter 1-23 of the Municipal Code (imposing PERMANENT INELIGIBILITY for certain specified offenses), the information provided herein regarding eligibility must be kept current for a longer period, as required by Chapter 1-23 and Section 2-154-020 of the Municipal Code.

I acknowledge and consent to the above

The Disclosing Party represents and warrants that:

F.1. The Disclosing Party is not delinquent in the payment of any tax administered by the Illinois Department of Revenue, nor are the Disclosing Party or its Affiliated Entities delinquent in paying any fine, fee, tax or other charge owed to the City. This includes, but is not limited to, all water charges, sewer charges, license fees, parking tickets, property taxes or sales taxes.

I certify the above to be true

F.2 If the Disclosing Party is the Applicant, the Disclosing Party and its Affiliated Entities will not use, nor permit their subcontractors to use, any facility listed by the U.S. E.P.A. on the federal Excluded Parties List System ("EPLS") maintained by the U.S. General Services Administration.

I certify the above to be true

F.3 If the Disclosing Party is the Applicant, the Disclosing Party will obtain from any contractors/subcontractors hired or to be hired in connection with the Matter certifications equal in form and substance to those in F.1. and F.2. above and will not, without the prior written consent of the City, use any such contractor/subcontractor that does not provide such certifications or that the Disclosing Party has reason to believe has not provided or cannot provide truthful certifications.

I certify the above to be true

FAMILIAL RELATIONSHIPS WITH ELECTED CITY OFFICIALS AND DEPARTMENT HEADS

This question is to be completed only by (a) the Applicant, and (b) any legal entity which has a direct ownership interest in the Applicant exceeding 7.5 percent. It is not to be completed by any legal entity which has only an indirect ownership interest in the Applicant.

Under Municipal Code Section 2-154-015, the Disclosing Party must disclose whether such Disclosing Party or any "Applicable Party" or any Spouse or Domestic Partner thereof currently has a "familial relationship" with any elected city official or department head. A "familial relationship" exists if, as of the date this EDS is signed, the Disclosing Party or any "Applicable Party" or any Spouse or Domestic Partner thereof is related to the mayor, any alderman, the city clerk, the city treasurer or any city department head as spouse or domestic partner or as any of the following, whether by blood or adoption: parent, child, brother or sister, aunt or uncle, niece or nephew, grandparent, grandchild, father-in-law, mother-in-law, son-in-law, daughter-in-law, stepfather or stepmother, stepson or stepdaughter, stepbrother or stepsister or half-brother or half-sister.

"Applicable Party" means (1) all corporate officers of the Disclosing Party, if the Disclosing Party is a corporation; all partners of the Disclosing Party, if the Disclosing Party is a general partnership; all general partners and limited partners of the Disclosing Party, if the Disclosing Party is a limited partnership; all managers, managing members and members of the Disclosing Party, if the Disclosing Party is a limited liability company; (2) all principal officers of the Disclosing Party; and (3) any person having more than a 7.5 percent ownership interest in the Disclosing Party. "Principal officers" means the president, chief operating officer, executive director, chief financial officer, treasurer or secretary of a legal entity or any person exercising similar authority.

Does the Disclosing Party or any "Applicable Party" or any Spouse or Domestic Partner thereof currently have a "familial relationship" with an elected city official or department head?

No

ADDITIONAL INFO

Please add any additional explanatory information here. If needed you may add an attachment below. Please note that your EDS, including all attachments, becomes available for public viewing upon contract award. Your attachments will be viewable "as is" without manual redaction by the City. You are responsible for redacting any non-public information from your documents before uploading.

none

List of vendor attachments uploaded by City staff

None.

List of attachments uploaded by vendor

None.

CERTIFICATION

Under penalty of perjury, the person signing below: (1) warrants that he/she is authorized to execute this EDS on behalf of the Disclosing Party, and (2) warrants that all certifications and statements contained in this EDS are true, accurate and complete as of the date furnished to the City.

/s/ 12/20/2011
Mrs. Cathy Olewinski
Office Manager
Intellisys Technology LLC

This is a printed copy of the Economic Disclosure Statement, the original of which is filed electronically with the City of Chicago. Any alterations must be made electronically, alterations on this printed copy are void and of no effect.

City of Chicago The City of Chicago's Official Site

City of Chicago | Vendor, Contract and Payment Information

Vendor, Contract and Payment Search Home

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Reported Sub-contractor Payments

Department of Procurement Services

Department of Finance

FAQ

Contact Info

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Print Version

Contract Details

Contract (PO) Number:	22983
Specification Number:	66760
Award Date:	04/03/2012
Original Award Amount:	DUR
Current Award Amount	DUR View Payment Details
Vendor Name:	INTELLISYS TECHNOLOGY, INC. Show all contracts for this vendor | Show all disclosures for this vendor
Description:	NON TARGET MARKET IT SERVICES-CATEGORY 3: ON-SITE AND REMOTE DATABASE SUPPORT AND ONGOING MAINTENANCE
Buyer Name:	
Target Market:	No

Original Contract

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

Contract (PO) #	Disclosure #	Award Date	Start Date	End Date	Original Award Amount
22983	22983 - D1	04/03/2012	04/02/2012	04/30/2017	**DUR**

EXHIBIT 3

General Conditions

GENERAL CONDITIONS
SUPPLY/SERVICE

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GENERAL CONDITIONS
SUPPLY/SERVICE

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GC-01 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 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 Director of the Using Department or his designee while on any County property and shall abide by all rules and regulations imposed by the County.

GC-02 PERSONNEL

The quality, experience and availability of personnel employed by the Contractor is of the essence. The Contractor shall provide the County with a list of all key personnel to be used on the project and their designated assignment. The list shall include the qualifications of each person named. The County may at any time request, in writing, the Contractor to remove any of the Contractor's assigned personnel for cause and forthwith furnish to the County other acceptable personnel with thirty (30) days of notification. Notwithstanding the County's approval of Contractor's personnel, the Contractor shall be fully responsible to County for all work performed pursuant to this Contract by Contractor's employees, subcontractors or others who may be retained by the Contractor with the approval of the County.

GC-03 INSURANCE REQUIREMENTS

1) The Contractor shall require all policies of insurance that are in any way related to the work and are secured and maintained by Contractor and all tiers of subcontractors 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.

2) The Contractor shall waive all rights of recovery against Cook County, Board of Commissioners, employees of the County and other Contractors and subcontractors which Contractor 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 and that are secured and maintained by Contractor.

3) The Contractor shall require all tiers of subcontractors to waive the rights of recovery against Cook County and all tiers of subcontractors.

Insurance Requirements of the Contractor

Prior to the effective date of this Contract, the Contractor, at its cost, shall secure and 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 Contractor's responsibility for payment of damages resulting from its operations under this Contract. The insurance purchased and maintained by the Contractor shall be primary and not excess or pro rata to any other insurance issued to the County.

The Contractor'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 limits of liability shall be as stated below, unless, prior to the effective date of this Contract, written approval is granted by the Cook County Department of Risk Management for variance from those limits.

1. Coverages

(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

GC-03 INSURANCE REQUIREMENTS (CON'T.)

(b) **Commercial General Liability Insurance**

1) 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 $1,000,000 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:

(a) All premises and operations;

(b) Broad Form Blanket Contractual Liability;

(c) Products/Completed Operations;

(d) Broad Form Property Damage Liability;

(e) Cross Liability.

(c) **Comprehensive Automobile Liability Insurance**
Comprehensive Automobile Liability to cover all owned, non-owned and hired automobiles, trucks and trailers. The Comprehensive Automobile Liability limits shall not be less than the following:

1) Liability - All Autos: Bodily Injury & Property Damage - $1,000,000 per Occurrence

2) Uninsured/Motorists: Per Illinois Requirements

(d) **Umbrella/Excess Liability Insurance**
In addition to the coverages and limits specified above, Contractor and Sub-Contractors of any tier shall secure and maintain a limit of liability no less than:

1) $2,000,000 each occurrence for all liability

2) $2,000,000 in the aggregate per policy year separately with respect to products and completed operations

2. 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.

GC-03 INSURANCE REQUIREMENTS (CON'T.)

(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 Cook County Office of the Chief Procurement Officer, 118 North Clark Street, Room 1018, Chicago, Illinois 60602 at least 30 days prior to the effective date of any cancellation or modification of such policies. Prior to the date on which Contractor commences performance of its part of the work, Contractor shall furnish to the County certificates of insurance maintained by Contractor.

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 Contractor's obligations to obtain insurance pursuant to these insurance requirements.

GC-04 INSPECTION AND RESPONSIBILITY

At any and at all times during the term of the Contract and at any location where the Contract is performed, the County shall have a right to inspect any Deliverables provided in carrying out this Contract. The Contractor shall be solely responsible for the quality and standards of all Deliverables furnished under this Contract. Deliverables may be rejected by the Chief Procurement Officer and/or the Director of the Using Department if they fail to meet Contract requirements or are provided in a manner which does not meet Contract requirements. In the event of such rejection, Deliverables shall be replaced and/or re-performed by the Contractor promptly and at no additional cost to the County. Any Deliverables rejected shall be removed within a reasonable time from the premises of the County at the entire expense of the Contractor, after notice has been given by the County to the Contractor that such Deliverables have been rejected.

GC-05 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.

GC-06 PAYMENT

All invoices submitted by the Contractor shall be in accordance with the cost provisions contained in the Contract Documents and 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.

GC-07 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.

GC-08 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.

GC-09 PRICE REDUCTION

If at any time after the contract award, Contractor makes a general price reduction in the price of any of the Deliverables, the equivalent price reduction based on similar quantities and/or considerations shall apply to this Contract for the duration of the Contract period. For purposes of this Section GC-09, 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.

GC-10 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.

GC-11 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 his decision to writing and mail or otherwise furnish a copy thereof to the Contractor and the Director of the Using Department. 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.

GC-12 DEFAULT

Contractor shall be in default hereunder in the event of a material breach by Contractor of any term or condition of this Contract including, but not limited to, a representation or warranty, where Contractor has failed to cure such breach within ten (10) days after written notice of breach is given to Contractor by the County, setting forth the nature of such breach.

In the event Contractor shall breach any material terms or conditions of this Contract on more than one occasion during any twelve month period during the term hereof, or in the event Contractor expresses an unwillingness or inability to continue performing the Contract in accordance with its terms, the County may, at its option, declare the Contractor to be in default and the County shall be entitled to exercise all available remedies including, but not limited to, termination of the Contract, without affording the Contractor further opportunity to cure such breach. Failure of County to give written notice of breach to the Contractor shall not be deemed to be a waiver of the County's right to assert such breach at a later time, should the Contractor commit a subsequent breach of this Contract.
A material breach of the contract by the Contractor includes but is not limited to the following:

1. Failure to begin performance under this Contract within the specified time;

2. Failure to perform under this Contract with sufficient personnel, equipment, or materials to ensure completion of said performance within the specified time or failure to assign qualified personnel to ensure completion within the specified time;

3. Performance of this contract in an unsatisfactory manner;

4. Refusal to perform services deemed to be defective or unsuitable;

5. Discontinuance of performance of Contractor's obligations under the Contract or the impairment or the reasonable progress of performance;

6. Becoming insolvent, being declared bankrupt or committing any act of bankruptcy or insolvency;

7. Any assignment of this contract for the benefit of creditors;

8. Any cause whatsoever which impairs performance in an acceptable manner; or

9. Any other material breach of any term or condition of this Contract.

County shall be in default hereunder if any material breach of the Contract by County occurs which is not cured by the County within ninety (90) days after written notice has been given by Contractor to the County, setting forth the nature of such breach.

GC-13 COUNTY'S REMEDIES

Following notice of material breach to Contractor, the County reserves the right to withhold payments otherwise owed to Contractor until such time as Contractor has cured the breach.

If the Contractor fails to remedy a material breach during the ten (10) day cure period pursuant to General Condition GC-12, Default, or if Contractor commits a subsequent material breach within a twelve month period or expresses an unwillingness or inability to continue performing the Contract in accordance with its terms, the County shall have the right to terminate this Contract upon written notice to the Contractor which shall set forth the effective date of such termination.

In addition, the County shall have the right to pursue all remedies in law or equity.

GC-14 CONTRACTOR'S REMEDIES

If the County has been notified of breach and fails to remedy the breach during the ninety(90) day cure period pursuant to General Condition GC-12, Default, the Contractor shall have the right to terminate this Contract upon not less than thirty (30) days prior written notice to the County, which notice shall set forth the effective date of termination.

Contractor shall have the right to pursue all remedies available in law or equity. In all cases the Contractor's damages shall be those actual provable damages not to exceed the amount of the Contract as awarded by the Cook County Board of Commissioners less all amounts paid to Contractor. In no event shall Contractor be entitled to any consequential damages. Irrespective of the exercise of remedies hereunder, Contractor shall not disrupt the County's operations or repossess any component thereof.

GC-15 DELAYS

Contractor agrees that no charges or claims for damages shall be made by Contractor for any delays or hindrances from any cause whatsoever during the progress of any portion of this Contract.

GC-16 MODIFICATIONS AND AMENDMENTS

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

In the case of Contracts not approved by the Board, the Chief Procurement Officer may amend a contract provided that any such amendment 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. Such action may only be made with the advance written approval of the Chief Procurement Officer. If the amendment extends the Contract beyond one (1) year or increases the total award amount beyond $150,000, then Board approval will be required.

In the case of Contracts approved by the Board, the total cost of all such amendments shall not increase the Contract by more than 10% of the original contract award and the term may only be extended for up to one (1) year. Such action may only be made with the advance written approval of the Chief Procurement Officer.

In the case of Contracts approved by the Board, modifications and amendments which individually or cumulatively result in additional costs of greater than 10% of the original awarded amount or which extend the term of the Contract by more than one (1) year shall be deemed as authorized with the advance approval of the Cook County Board of Commissioners.

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.

GC-17 PATENTS, COPYRIGHTS AND LICENSES

Contractor shall furnish the Director of the Using Department 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.

GC-18 COMPLIANCE WITH THE 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.

GC-19 MINORITY AND WOMEN BUSINESS ENTERPRISES COOK COUNTY ORDINANCE CHAPTER 10-43.7 PROFESSIONAL AND CONSULTING SERVICE AND SOLE SOURCE

I. POLICY AND GOALS

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

B. A Proposer may achieve the MBE/WBE participation goals by its status as a MBE or WBE; by entering into a joint venture with one or more MBEs and/or WBEs; by subcontracting a portion of the work to one or more MBEs or WBEs; by entering into a Mentor-Protégé Agreement with a MBE or WBE; by the indirect participation of MBEs or WBEs in other aspects of the Proposer's business; or by a combination of the foregoing.

GC-19 MINORITY AND WOMEN BUSINESS ENTERPRISES COOK COUNTY ORDINANCE CHAPTER 10-43.7 PROFESSIONAL AND CONSULTING SERVICE AND SOLE SOURCE (CON'T.)

C. A Waiver Request must be submitted with the Proposal, documenting the inability of the Proposer to meet the goals, and providing written evidence of "Good Faith Efforts," to obtain goals.

D. A Proposer's failure to carry out its MBE/WBE commitments in the course of performance on a contract shall constitute a material breach of the contract, and if such breach is not appropriately cured, may result in the termination of the contract or such other remedies authorized by the Ordinance as the County deems appropriate.

II. REQUIRED SUBMITTALS

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

A. MBE/WBE Participation Documentation

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

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

2. A **Letter of Intent** for each MBE/WBE containing specific information regarding goods to be provided or services to be performed by the MBE/WBE; the dollar value of the goods or services, the percentage (%) of the dollar value; and the original signatures of the appropriate officer for both the Proposer and the MBE/WBE. (See Exhibit II)

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

4. **Waiver/Goal Reduction Petition** must be included at the time of the submission of the Proposal document. Where the Proposer does not include all documentation in support of the Petition at the time of submission, such documentation must be submitted to the Office of Contract Compliance not less than three (3) business days after the submission date.

GC-19 MINORITY AND WOMEN BUSINESS ENTERPRISES COOK COUNTY ORDINANCE CHAPTER 10-43.7 PROFESSIONAL AND CONSULTING SERVICE AND SOLE SOURCE (CON'T.)

The Contract Compliance Administrator retains the right to reject the certification of any MBE or WBE on the ground that it does not meet the County's definition of a MBE or WBE.

B. Use of MBE/WBE Professionals

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

C. Affirmative Action Plan

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

III. NON-COMPLIANCE

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

IV. REPORTING/RECORD KEEPING REQUIREMENTS

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

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

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

GC-19 MINORITY AND WOMEN BUSINESS ENTERPRISES COOK COUNTY ORDINANCE CHAPTER 10-43.7 PROFESSIONAL AND CONSULTING SERVICE AND SOLE SOURCE (CON'T.)

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

1. **Annual Contracts**: monthly reporting from both Prime and Sub-Contractors.

2. **Multi Year Contracts**: quarterly reporting from both Prime and Sub-Contractors including proof of payments.

3. **One time** purchases require verification of proof of payment **immediately.**

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

V. EQUAL EMPLOYMENT OPPORTUNITY

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

Any questions regarding this document should be directed to:

LaVerne Hall
Administrator
Cook County Office of Contract Compliance
118 N. Clark Street – Room 1020
Chicago, Illinois 60602
(312)603-5502

GC-20 MATERIAL DATA SAFETY SHEET

Where required under the Illinois "Toxic Substance Disclosure To Employees Act", Illinois Compiled Statutes, 2002, 820 ILCS 255/1, Contractor shall submit with each delivery of Deliverables, a Material Safety Data Sheet.

GC-21 CONDUCT OF THE CONTRACTOR

The Contractor agrees to inform the County on a timely basis of all of the Contractor's interests, if any, which are or which the Contractor reasonably believes may be incompatible with any interest of the County. The Contractor shall take notice of and comply with the Cook County Lobbyist Registration Ordinance (No. 93-0-22, 6-22-93). Neither the Contractor nor any of its employees, agents or subcontractors shall use for business or personal gain, or make other improper use of, confidential information which is acquired in connection with the Contract. To the extent Contractor will have access to the County's protected health information in performing its responsibilities under this Contract, Contractor shall contact the Chief Privacy Officer for the Using Department(s) and shall execute the County's business associate agreement prior to performing any responsibilities which involve access to protected health information.

GC-22 ACCIDENT REPORTS

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

GC-23 USE OF COUNTY PREMISES AND RESOURCES

Contractor shall confer with the Director of the Using Department to ascertain full knowledge of all rules and regulations of the County facilities relative to this Contract and shall cause all of its employees, agents and subcontractors to comply therewith. The Contractor shall confine the operations of its employees, agents and subcontractors on County premises to the performance of the Contract consistent with limits indicated by laws, ordinances, permits and/or direction of the Director of the Using Department and shall not encumber the premises with materials or debris. In performing the Contract, the Contractor shall not cause or permit a condition that endangers the safety of others and shall not load or permit any part of a structure to be loaded with a weight that will endanger the safety of the structure or any persons.

GC-24 TERMINATION FOR CONVENIENCE AND SUSPENSION OF CONTRACT

The County may terminate this Contract, or any portion, at any time by notice in writing from the County to the Contractor. Unless otherwise stated in the notice, the effective date of such termination shall be three business days after the date the notice of termination is mailed by the County. If the County elects to terminate the Contract in full, unless otherwise specified in the notice of termination, the Contractor shall immediately cease performance and shall promptly tender to the County all Deliverables, whether completed or in process. If the County elects to terminate the Contract in part, unless otherwise specified in the notice of partial termination, the Contractor shall immediately cease performance of those portions of the Contract which are terminated and shall promptly tender to the County all Deliverables relating to said portions of the Contract, whether completed or in process. Contractor shall refrain from incurring any further costs with respect to portions of the Contract which are terminated except as specifically approved by the Chief Procurement Officer.

GC-25 GENERAL NOTICE

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

TO THE COUNTY:

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

TO THE CONTRACTOR:

At address provided on the Execution Pages or as otherwise indicated in writing to County Chief Procurement Officer in a written document which, in bold face type, references the name of the Contractor, the County Contract Number and states "NOTIFICATION OF CHANGE IN ADDRESS."

GC-26 GUARANTEES AND WARRANTIES

The Contractor shall furnish all guarantees and warranties applicable to the Deliverables to the Director of the Using Department prior to or at the time of delivery. All Deliverables shall be covered by the most favorable commercial warranties and guarantees the Contractor gives to any customer for the same or substantially similar Deliverables or Services. The rights and remedies so provided shall be in addition to and shall not limit any rights afforded to County under this Contract.

To the extent Contractor provides Deliverables manufactured by another entity, Contractor shall transfer original product warranty and any rights to manufacturer's related services to the County and shall submit all appropriate documentation of said transfer to the Director of the Using Department prior to or at the time the Contractor tenders the Deliverables.

GC-27 STANDARD OF DELIVERABLES

Except as may be expressly stated in the Special Conditions or Specifications of this Contract, only new, originally manufactured Deliverables will be accepted by the County. The County will not accept any Deliverables that have been refurbished, rebuilt, restored or renovated in any manner. In addition, experimental materials will not be acceptable. Deliverables not produced by regular production methods and/or which have not been offered for sale to the public through accepted industry trade channels for a reasonable period of time prior to the commencement of the Contract will be considered experimental.

GC-28 DELIVERY

All Contract Goods shipped to the County shall be shipped F.O.B., DESTINATION, FREIGHT PREPAID. Arrangements shall be made in advance by the Contractor 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.

The quantity of Contract Goods delivered by truck will be ascertained from a weight certificate issued by a duly licensed Public Weight-Master. In the case of delivery by rail, weight will be ascertained from bill of lading from originating line, but the County reserves the right to re-weigh at the nearest available railroad scale.

The County reserves the right to add new delivery locations or delete previously listed delivery locations as required during the Contract period. The only restriction regarding the County's right to add new delivery locations shall be that any new or additional location shall be within the geographical boundaries of the County of Cook.

GC-29 QUANTITIES

Any quantities of indicated in the Proposal Pages for the performance of the Contract are estimates for the purpose of determining an approximate total Contract amount and may not be the actual quantities required by the County during the term of the Contract. The County reserves the right to increase or decrease such quantities at the Contract price to correspond to the actual needs of the County. If the County increases the quantities required, any such increase shall be subject to an agreed written amendment in the Contract Amount. The County will be obligated to order and pay for only such quantities as are from time to time ordered, delivered, and accepted on purchase orders issued by the Chief Procurement Officer.

GC-30 CONTRACT INTERPRETATION

Whenever the singular is used herein, the masculine, feminine and neuter gender shall be deemed to include the others. The headings of articles, paragraphs and sections in this Contract are included for convenience only and shall not be considered by either party in construing the meaning of this Contract. If any provision or clause of this Contract shall be held to be invalid, such provision or clause shall be deleted from the Contract and the Contract shall be construed to give effect to the remaining portions thereof.

This Contract shall be interpreted and construed based upon the following order of precedence of component parts. Such order of precedence shall govern to resolve all cases of conflict, ambiguity or inconsistency.

1. Addenda, if any.
2. Execution Forms
3. Specification.
4. Special Conditions.
5. General Conditions.
6. Instruction to Bidders.
7. Legal Advertisement.
8. Bid Proposal

GC-31 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 the County of Cook shall own all property rights to all Deliverables. Notwithstanding the foregoing, the parties acknowledge that Contractor shall maintain ownership of all property rights to all methodologies, processes, templates, and techniques which were developed prior to and independently of this agreement. 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.

GC-32 GOVERNING LAW

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 in the City of Chicago, County of Cook, 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.

GC-33 AUDIT; EXAMINATION OF RECORDS

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.

GC-34 WAIVER

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

GC-35 ENTIRE CONTRACT

It is expressly agreed that the provisions set forth in this Contract constitute all the understandings and agreements between the parties. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Contract are of no force and effect.

GC-36 FORCE MAJEURE OR UNAVOIDABLE DELAYS

Neither Contractor nor County shall be liable for failing to fulfill any obligation under this Contract if such failure is caused by an event beyond such party's reasonable control which is not caused by such party's fault or negligence. Such events shall be limited to acts of God, acts of war, fires, lightning, floods, epidemics, or riots.

GC-37 INDEPENDENT CONTRACTOR STATUS; NO THIRD PARTY BENEFICIARIES

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

Nothing contained herein shall be deemed or construed by the parties hereto, or by any third party, as creating the relationship of principal and agent or of partnership or of joint venturer or any relationship between the parties hereto other than that of independent contractors. Nothing herein shall be construed to confer upon any third parties the status of third party beneficiary.

GC-38 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.

GC-39 COOPERATIVE PURCHASING

As permitted by the County of Cook, other government entities may wish to also participate under the same terms and conditions contained in this contract (piggyback). Each entity wishing to piggyback must have prior authorization from the County of Cook and vendor. If such participation is authorized, all purchase orders will be issued directly from and shipped directly to the entity requiring supplies/services. The County shall not be held responsible for any orders placed, deliveries made or payment for supplies/services ordered by these entities. Each entity reserves the right to determine their participation in this contract.

GC-40 COOPERATION WITH INSPECTOR GENERAL

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

Contractors, subcontractors, licensees, grantees or persons or businesses who have a County contract, grant, license, or certification of elegibility for County contracts shall abide by all of the applicable provisions of the Office of the Independent Inspector General Ordinance. Failure to cooperate as required may result in monetary and/or other penalties.

GC-41 FEDERAL CLAUSES

1. Interest of Members of or Delegates to the United States Congress

In accordance with 41 U.S.C. § 22, the Contractor agrees that it will not admit any member of or delegate to the United States Congress to any share or part of the Contract or any benefit derived therefrom.

2. False or Fraudulent Statements and Claims

(a) The Contractor recognizes that the requirements of the Program Fraud Civil Remedies Act of 1986, as amended, 49 U.S.C. §§ 3081 et seq and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to the Contract. Accordingly, by signing the Contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, or it may make pertaining to the Contract, including without limitation any invoice for its services. In addition to other penalties that may be applicable, the Contractor also acknowledges that if it makes a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986, as amended, on the Contractor to the extent the Federal Government deems appropriate.

(b) The Contractor also acknowledges that if it makes a false, fictitious, or fraudulent claim, statement, submission, or certification to the County or Federal Government in connection with an urbanized area formula project financed with Federal assistance authorized by 49 U.S.C. § 5307, the Government reserves the right to impose on the Contractor the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1), to the extent the Federal Government deems appropriate.

3. Federal Interest in Patents

(a) General. If any invention, improvement, or discovery of the Contractor is conceived or first actually reduced to practice in the course of or under the Contract, and that invention, improvement, or discovery is patentable under the laws of the Unites States of America or any foreign country, the Contractor agrees to notify County immediately and provide a detailed report.

(b) Federal Rights. Unless the Federal Government later makes a contrary determination in writing, the rights and responsibilities of the County, Contractor, and the Federal Government pertaining to that invention, improvement, or discovery will be determined in accordance with applicable Federal laws and regulations, including any waiver thereof. Unless the Federal Government later makes a contrary determination in writing, the Contractor agrees that, irrespective of its status or the status of any subcontractor at any tier (e.g., a large business, small business, non-profit organization, institution of higher education, individual), the Contractor agrees it will transmit to the Federal Government those rights due the Federal Government in any invention resulting from the contract.

GC-41 FEDERAL CLAUSES (CON'T.)

4. Federal Interest in Data and Copyrights

(a) Definition. The term "subject data" used in this section means recorded information, whether or not copyrighted, that is delivered or specified to be delivered under the Contract. Examples include, but are not limited, to: computer software, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information. The term "subject data" does not include financial reports, cost analyses, and similar information incidental to Contract administration.

(b) Federal Restrictions. The following restrictions apply to all subject data first produced in the performance of the Contract. Except as provided in the Contract and except for its own internal use, the Contractor may not publish or publicly reproduce subject data in whole or in part, or in any manner or form, nor may the Contractor authorize others to do so, without the written consent of the County and the Federal Government, until such time as the Federal Government may have either released or approved the release of such data to the public.

(c) Federal Rights in Data and Copyrights. In accordance with subparts 34 and 36 of the Common Rule, the County and the Federal Government reserve a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for County or Federal Government purposes, the types of subject data described below. Without the copyright owner's consent, the County and Federal Government may not extend their license to other parties.

(1) Any subject data developed under the contract or subagreement financed by a federal Grant Agreement or Cooperative Agreement, whether or not a copyright has been obtained; and

(2) Any rights of copyright which the Contractor purchases ownership with Federal assistance.

(d) Special Federal Rights for Planning Research and Development Projects. When the Federal Government provides financial assistance for a planning, research, development, or demonstration project, its general intention is to increase public knowledge, rather than limit the benefits of the project to participants in the project. Therefore, unless the Federal Government determines otherwise, the Contractor on a planning, research, development, or demonstration project agrees that, in addition to the rights in data and copyrights set forth above, the County or Federal Government may make available to any third party either a license in the copyright to the subject data or a copy of the subject data. If the project is not completed for any reason whatsoever, all data developed under the project will become subject data and will be delivered as the County or Federal Government may direct. This subsection, however, does not apply to adaptions of automatic data processing equipment or previously existing software programs for the County's use whose costs are financed with Federal transportation funds for capital projects.

GC-41 FEDERAL CLAUSES (CON'T.)

(e) Hold Harmless. Unless prohibited by state law, upon request by the County or the Federal Government, the Contractor agrees to indemnify, save, and hold harmless the County and the Federal Government and their officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the Contractor of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under the Contract. The Contractor will not be required to indemnify the County or Federal Government for any such liability arising out of the wrongful acts of employees or agents of the County or Federal Government.

(f) Restrictions on Access to Patent Rights. Nothing contained in this section on rights in data will imply a license to the County or Federal Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the County or Federal Government under any patent.

(g) Application on Materials Incorporated into Project. The requirements of Subsections 2, 3, and 4 of this Section do not apply to material furnished by the County and incorporated into the work.

5. Records and Audits

Contractor will deliver or cause to be delivered all documents (including but not limited to all Deliverables and supporting data, records, graphs, charts and notes) prepared by or for the County under the terms of this Agreement to the County promptly in accordance with the time limits prescribed in this Contract, and if no time limit is specified, then upon reasonable demand therefor or upon termination or completion of the Services hereunder. In the event of the failure by the Contractor to make such delivery, then and in that event, the Contractor will pay to County reasonable damages the County may sustain by reason thereof.

The County and the Federal Government will have the right to audit all payments made to the Contractor under this Agreement. Any payments to the Contractor which exceed the amount to which the Contractor is entitled under the terms of this Agreement will be subject to set-off.

The Contractor will keep and retain records relating to this Agreement and will make such records available to representatives of the County and the Federal Government, including without limitation the sponsoring federal agency, other participating agencies, and the Comptroller General of the United States, at reasonable times during the performance of this Agreement and for at least five years after termination of this Agreement for purposes of audit, inspection, copying, transcribing and abstracting.

No provision in this Agreement granting the County or the Federal Government a right of access to records is intended to impair, limit or affect any right of access to such records which the County or the Federal Government would have had in the absence of such provisions.

GC-41 FEDERAL CLAUSES (CON'T.)

6. Environmental Requirements

The Contractor recognizes that many Federal and state laws imposing environmental and resource conservation requirements may apply to the Contract. Some, but not all, of the major Federal Laws that may affect the Contract include: the National Environmental Policy Act of 1969, as amended, 42 U.S.C. §§ 4321 et seq.; the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. and scattered sections of 29 U.S.C.; the Clean Water Act, as amended, scattered sections of 33 U.S.C. and 12 U.S.C.; the Resource Conservation and Recovery Act, as amended, 42 U.S.C. §§ 6901 et seq.; and the Comprehensive Environmental Response, Compensation, and Liability acct, as amended, 42 U.S.C. §§ 9601 et seq. The Contractor also recognizes that U.S. EPA, U.S. DOT and other agencies of the Federal Government have issued and are expected in the future to issue regulations, guidelines, standards, orders, directives, or other requirements that may affect the Contract. Thus, the Contractor agrees to adhere to, and impose on its subcontractors, any such Federal requirements as the Federal Government may now or in the future promulgate. Listed below are requirements of particular concern. The Contractor acknowledges that this list does not constitute the Contractor's entire obligation to meet all Federal environmental and resource conservation requirements. The Contractor will include these provisions in all subcontracts.

(a) Environmental Protection. The Contractor agrees to comply with the applicable requirements of the National Environmental Policy Act of 1969, as amended, 42 U.S.C. §§ 4321 et seq. in accordance with Executive Order No. 12898, "Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations," 59 Fed. Reg. 7629, Feb. 16, 1994; U.S. DOT statutory requirements on environmental matters at 49 U.S.C. § 5324(b); Council on Environmental Quality regulations on compliance with the National Environmental Policy Act of 1969, as amended, 40 C.F.R. Part 1500 et seq.; and U.S. DOT regulations, "Environmental Impact and Related Procedures," 23 C.F.R. Part 771 and 49 C.F.R. Part 622.

(b) Air Quality. The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. Specifically, the Contractor agrees to comply with applicable requirements of U.S. EPA regulations, "Conformity to State of Federal Implementation Plans of Transportation Plans, Programs, and Projects Developed, Funded or Approved Under Title 23 U.S.C. or the Federal Transit Act," 40 C.F.R. Part 51, Subpart T; and "Determining Conformity of Federal Actions to State or Federal Implementation Plans," 40 C.F.R. Part 93. The Contractor further agrees to report and require each subcontractor at any tier to report any violation of these requirements resulting from any Contract implementation activity to the County and the appropriate U.S. EPA Regional Office.

(c) Clean Water. The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. §§ 1251 et seq. The Contractor further agrees to report and require each subcontractor at any tier to report any violation of these requirements resulting from any Contract implementation activity to the County and the appropriate U.S. EPA Regional Office.

(d) List of Violating Facilities. The Contractor agrees that any facility to be used in the performance of the Contract or to benefit from the Contract will not be listed on the U.S. EPA List of Violating Facilities ("List"), and the Contractor will promptly notify the County if the Contractor receives any communication from the U.S. EPA that such a facility is under

consideration for inclusion on the List.

GC-41 FEDERAL CLAUSES (CON'T.)

(e) Preference for Recycled Products. To the extent practicable and economically feasible and to the extent that it does not reduce or impair the quality of the work, the Contractor agrees to use recycled products in performance of the Contract pursuant to U.S. Environment Protection Agency (U.S. EPA) guidelines at 40 C.F.R. Parts 247-253, which implement section 6002 of the Resource Conservation and Recovery Act, as amended, 42 U.S.C. § 6962.

7. No Exclusionary or Discriminatory Specifications

Apart from inconsistent requirements imposed by Federal statute or regulations, the Contractor agrees that it will comply with the requirements of 49 U.S.C. § 5323(h)(2) by refraining from using any Federal assistance to support subcontracts procured using exclusionary or discriminatory specifications.

8. Cargo Preference - Use of United States Flag Vessels

The Contractor agrees to comply with U.S. Maritime Administration regulations, "Cargo-Preference -- U.S. Flag Vessels," 49 C.F.R. Part 381, and to include the clauses required by those regulations, modified as necessary to identify the affected parties, in each subcontract or subagreement involving equipment, materials, or commodities suitable for transport by ocean vessel.

9. Fly America

Section 14.c of the Master Agreement states that if the contract or subcontracts may involve the international transportation of goods, equipment, or personnel by air, the contract must require Contractors and subcontractors at every tier to use U.S.-flag air carriers, to the extent service by these carriers is available. 49 U.S.C. 40118 and 4 C.F.R. Part 52.

10. No Federal Government Obligations to Third Parties

The Contractor agrees that, absent the Federal Government's express written consent, the Federal Government will not be subject to any obligations or liabilities to any contractor or any other person not a party to the Grant Agreement or Cooperative Agreement between the County and the Federal Government which is a source of funds for this Contract. Notwithstanding any concurrence provided by the Federal Government in or approval of any solicitation, agreement, or contract, the Federal Government continues to have no obligations or liabilities to any party, including the Contractor.

11. Allowable Costs

Notwithstanding any compensation provision to the contrary, the Contractor's compensation under this Contract will be limited to those amounts which are allowable and allocable to the Contract in accordance with OMB Circular A-87 and the regulations in 49 C.F.R. Part 18. To the extent that an audit reveals that the Contractor has received payment in excess of such amounts, the County may offset such excess payments against any future payments due to the Contractor and, if no future payments are due or if future payments are less than such excess, the Contractor will promptly refund the amount of the excess payments to the County.

GC-41 FEDERAL CLAUSES (CON'T.)

12. Trade Restrictions

Contractor certifies that neither it nor any Subcontractor:

(a) is owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms published by the Office of the United States Trade Representative (USTR);

(b) has knowingly entered into any contract or subcontract with a person that is a citizen or national of a foreign country on said list, nor is owned or controlled directly or indirectly by one or more citizens or nationals of a foreign country on said list;

(c) will procure, subcontract for, or recommend any product that is produced in a foreign country on said list.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no Notice-to-Proceed will be issued to an entity who is unable to certify to the above. If Contractor knowingly procures or subcontracts for the supply of any product or service of a foreign country on said list for use on the project, the USDOT may direct, through the County, cancellation of the Contract at no cost to the Government.

Further, Contractor agrees that it will incorporate this provision for certification without modification in each subcontract. Contractor may rely on the certification of a prospective Subcontractor unless it has knowledge that the certification is erroneous. Contractor will provide immediate written notice to the County if it learns that its certification or that of a Subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. Each Subcontractor must agree to provide written notice to Contractor if at any time it learns that its certification was erroneous by reason of changed circumstances. Nothing contained in the foregoing will be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of the Contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 100

13. Contract Work Hours and Safety Standards Act

If applicable according to their terms, the Contractor agrees to comply and assures compliance with sections 102 and 107 of the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. §§ 327 through 333, and implementing U.S. DOL regulations, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act)," 29 C.F.R. Part 5; and U.S. DOL regulations, "Safety and Health Regulations for Construction," 29 C.F.R. Part 1926. In addition to other requirements that may apply:

GC-41 FEDERAL CLAUSES (CON'T.)

(a) In accordance with section of the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. §§ 327 through 332, the Contractor agrees and assures that, for the Contract, the wages of every mechanic and laborer will be computed on the basis of a standard work week of 40 hours, and that each worker will be compensated for work exceeding the standard work week at a rate of not less than 1.5 times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The Contractor agrees that determinations pertaining to these requirements will be made in accordance with applicable U.S. DOL regulations, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act)," 29 C.F.R. Part 5.

(b) In accordance with section 107 of the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. § 333, the contractor agrees and assures that no laborer or mechanic working on a construction contract will be required to work in surroundings or under working conditions that are unsanitary, hazardous, or dangerous to his or her health and safety, as determined in accordance with U.S. DOL regulations, "Safety and Health Regulations for Construction," 29 C.F.R. Part 1926.

14. Veteran's Preference

In the employment of labor (except in executive, administrative, and supervisory positions), preference will be given to Vietnam-era veterans and disabled veterans. However, this preference may be given only where individuals are available and qualified to perform the work to which employment relates.

15. Copyright Ownership

Consultant and the County intend that, to the extent permitted by law, the Deliverables to be produced by Consultant at the County's instance and expense pursuant to this Agreement are conclusively deemed "works made for hire" within the meaning and purview of Section 101 of the United States Copyright Act, 17 U.S.C. §101 et seq. (the "Copyright Act"), and that the County will be the copyright owner of the Deliverables and of all aspects, elements and components of them in which copyright can subsist.

To the extent that any Deliverable does not qualify as a "work made for hire," Consultant irrevocably grants, conveys, bargains, sells, assigns, transfers and delivers to the County, its successors and assigns, all right, title and interest in and to the copyrights and all U.S. and foreign copyright registrations, copyright applications and copyright renewals for them, and other intangible, intellectual property embodied in or pertaining to the Deliverables prepared for the County under this Agreement, free and clear of any liens, claims or other encumbrances, to the fullest extent permitted by law. Consultant will execute all documents and perform all acts that the County may reasonably request in order to assist the County in perfecting its rights in and to the copyrights relating to the Deliverables, at the sole expense of the County. Consultant warrants to County, its successors and assigns, that on the date of transfer Consultant is the lawful owner of good and marketable title in and to the copyrights for the Deliverables and has the legal rights to fully assign them. Consultant further warrants that it has not assigned any copyrights nor granted any licenses, exclusive or nonexclusive, to any other party, and that it is not a party to any other agreements or subject to any other restrictions with respect to the Deliverables. Consultant warrants and represents that the Deliverables are complete and comprehensive, and the Deliverables are a work of original authorship.

GC-41 FEDERAL CLAUSES (CON'T.)

16. Accessibility Compliance

If this Agreement involves design for construction, the Consultant warrants that all design documents produced or utilized under this Agreement and all construction or alterations undertaken under this Agreement will comply with all federal, state and local laws and regulations regarding accessibility standards for persons with disabilities or environmentally limited persons including, but not limited to, the following: the Americans with Disabilities Act of 1990, 42 U.S.C. § 12101 et seq. and the Americans with Disabilities Act Accessibility Guidelines for Buildings and Facilities ("ADAAG"); the Architectural Barriers Act, Pub. L. 90-480 (1968), and the Uniform Federal Accessibility Standards ("UFAS"); and the Illinois Environmental Barriers Act, 410 ILCS 25/1 et seq., and all regulations promulgated thereunder , see Illinois Administrative Code, Title 71, Chapter 1, Section 400.110. If the above standards are inconsistent, the Consultant must comply with the standard providing the greatest accessibility. Also, the Consultant must, prior to construction, review the plans and specifications to insure compliance with the above referenced standards. If the Consultant fails to comply with the foregoing standards, the Consultant must perform again, at no expense, all services required to be re-performed as a direct or indirect result of such failure.

17. Visual Rights Act Waiver

The Consultant/Contractor waives any and all rights that may be granted or conferred under Section 106A and Section 113 of the United States Copyright Act, (17 U.S.C. § 101 et seq.) (the "Copyright Act") in any work of visual art that may be provided pursuant to this Agreement,. Also, the Consultant/Contractor represents and warrants that the Consultant/Contractor has obtained a waiver of Section 106A and Section 113 of the Copyright Act as necessary from any employees and subcontractors, if any.

18. Equal Employment Opportunity

All contracts shall contain a provision requiring compliance with E.O. 11246, "Equal Employment Opportunity," as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

19. Copeland "Anti-Kickback" Act (18 U.S.C. 874 and 40 U.S.C. 276c)

All contracts and subgrants in excess of $2000 for construction or repair awarded by recipients and subrecipients shall include a provision for compliance with the Copeland "Anti-Kickback" Act (18 U.S.C. 874), as supplemented by Department of Labor regulations (29 CFR part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The recipient shall report all suspected or reported violations to the Federal awarding agency.

GC-41 FEDERAL CLAUSES (CON'T.)

20. Davis-Bacon Act, as amended (40 U.S.C. 276a to a-7)

When required by Federal program legislation, all construction contracts awarded by the recipients and subrecipients of more than $2000 shall include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 276a to a-7) and as supplemented by Department of Labor regulations (29 CFR part 5, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction"). Under this Act, contractors shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages not less than once a week. The recipient shall place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation and the award of a contract shall be conditioned upon the acceptance of the wage determination. The recipient shall report all suspected or reported violations to the Federal awarding agency.

21. Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333)

Where applicable, all contracts awarded by recipients in excess of $2000 for construction contracts and in excess of $2500 for other contracts that involve the employment of mechanics or laborers shall include a provision for compliance with Sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), as supplemented by Department of Labor regulations (29 CFR part 5). Under Section 102 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than 1 ½ times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

22. Rights to Inventions Made Under a Contract or Agreement

Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

23. Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), as amended

Contracts and subgrants of amounts in excess of $100,000 shall contain a provision that requires the recipient to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.). Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

GC-41 FEDERAL CLAUSES (CON'T.)

24. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)

Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

25. Debarment and Suspension (E.O.s 12549 and 12689)

No contract shall be made to parties listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Nonprocurement Programs in accordance with E.O.s 12549 and 12689, "Debarment and Suspension." This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory or regulatory authority other than E.O. 12549. Contractors with awards that exceed the small purchase threshold shall provide the required certification regarding its exclusion status and that of its principal employees.

END OF SECTION

CONTRACT NO: 13-30-087

EXHIBIT 4

Evidence of Insurance

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 03/07/2013

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 Insurance World Agency Inc. 100 East Ogden Ave Ste 203 Westmont, IL 60559 Phone: (630) 654-6067 Fax: (630) 654-6069	**CONTACT NAME:** Sumita **PHONE (A/C, No, Ext):** (630)654-6067 **FAX (A/C, No):** (630)654-6069 **E-MAIL ADDRESS:** info@iwainsurance.com
INSURED Intellisys Technology Llc 2625 Butterfield Rd,Suite 128N Oak Brook IL 60523-	**INSURER(S) AFFORDING COVERAGE** / **NAIC #** **INSURER A :** The Hartford **INSURER B :** **INSURER C :** **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** **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** X COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY [ ] PRO-JECT [ ] LOC	A	X	83SBAZV8387	11/17/2012	11/17/2013	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 1,000,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A	**AUTOMOBILE LIABILITY** ANY AUTO ALL OWNED AUTOS [ ] SCHEDULED AUTOS X HIRED AUTOS [X] NON-OWNED AUTOS	A	X	83SBAZV8387	11/17/2012	11/17/2013	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ 1,000,000 $ 1,000,000 $
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
A	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [ ] N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	X	83WECPV6878	11/17/2012	11/17/2013	X WC STATU-TORY LIMITS [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
A	Business Contents			83SBAZV8387	11/17/2012	11/17/2013	Business Contents	109,200

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

CERTIFICATE HOLDER Cook County Government 118 N Clark Street,Room 1018 Chicago,Il 60602	**CANCELLATION** **SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.** **AUTHORIZED REPRESENTATIVE**

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ECONOMIC DISCLOSURE STATEMENT
AND EXECUTION DOCUMENT
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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
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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 ere 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 tha 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)

[X] 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. [X] **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: _____

Address: _____

E-mail: _____

Contact Person: _____ Phone: _____

Dollar Amount Participation: $ _____

Percent Amount of Participation: N/A %

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

MBE/WBE Firm: _____

Address: _____

E-mail: _____

Contact Person: _____ Phone: _____

Dollar Amount Participation: $ _____

Percent Amount of Participation: _____ %

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

Attach additional sheets as needed.

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

Cook County Government

Office of Contract Compliance

certifies that the criteria for certification as a

Minority Business Enterprise

has been met by

Intellisys Technology, LLC

Technology: Information Technology Solutions and Custom Software Development (Cobal, Fortran & Oracle)

Issued Date: December 16, 2012

No Change Affidavit Due: December 16, 2013

NIGP Code(s): 20978, 91829

Ethnicity Code: 8

LaVerne Hall
Contract Compliance Director

COOK COUNTY GOVERNMENT LETTER OF INTENT (SECTION 2)

M/WBE Firm: INTELLISYS TECHNOLOGY LLC
Certifying Agency: COOK COUNTY
Address: 2625 BUTTERFIELD RD #128N
Certification Expiration Date: Dec 16, 2013
City/State: OAKBROOK IL Zip 60523
FEIN #: 36-4222860
Phone: 630 928 1111 Fax: 630 990 1333
Contact Person: RAJU IYER
Email: RIYER@intellisystechnology.com
Contract #: 630 928 1111

Participation: [X] Direct [ ] Indirect

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

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

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

CONTRACT # 13-30-087 :: COOK COUNTY TREASURER'S OFFICE CONVERSION OF FRONT END SYSTEM FROM PHP TO MICROSOFT TECHNOLOGY

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

THE VALUE OF THE CONTRACT IS $107,000. PAYMENTS UPON COMPLETION OF PHASES. STANDARD COOK COUNTY PAYMENT TERMS

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

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

Signature (*M/WBE*)	Signature (*Prime Bidder/Proposer*)
RAJU IYER	RAJU IYER
Print Name	Print Name
INTELLISYS TECHNOLOGY LLC	INTELLISYS TECHNOLOGY LLC
Firm Name	Firm Name
FEB 28 2013	FEB 28 2013
Date	Date

Subscribed and sworn before me

this ___ day of _____, 20_____.

Notary Public _____

SEAL

Subscribed and sworn before me

this 28th day of February, 2013.

Notary Public _____

SEAL

OFFICIAL SEAL
BRUNILDA VELIU
Notary Public - State of Illinois
My Commission Expires Nov 8, 2015

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)**

60 % 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.

PLEASE SEE ATTACHED SHEET.

GOOD FAITH EFFORTS TO OBTAIN a WBE PARTICIPATION / RELEVANT INFORNATUION

Contract No. - 13-30-087

Cook County Treasurer's office

Intellisys Technology is a certified MBE company. It is certified by several agencies including Cook County.

The contract is very small and the scope of work is very limited. Hence it makes it economically and workwise infeasible to divide the contract to enable Intellisys utilize a WBE

FEB 28, 2013

CERTIFICATIONS (SECTION 4)

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

A. PERSONS AND ENTITIES SUBJECT TO DISQUALIFICATION

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

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

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

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

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

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

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

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

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

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

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

B. BID-RIGGING OR BID ROTATING

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

C. DRUG FREE WORKPLACE ACT

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

D. DELINQUENCY IN PAYMENT OF TAXES

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

E. HUMAN RIGHTS ORDINANCE

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

F. ILLINOIS HUMAN RIGHTS ACT

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

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

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

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

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

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

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

2) Community Development Block Grants;

3) Cook County Works Department;

4) Sheriff's Work Alternative Program; and

5) Department of Correction inmates.

REQUIRED DISCLOSURES (SECTION 5)

1. DISCLOSURE OF LOBBYIST CONTACTS

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

Name	Address
NONE	

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

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

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

Yes:_____ No: X (we are based in DuPage)

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

5. EXCEPTIONS TO CERTIFICATIONS OR DISCLOSURES.

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

NONE

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

COOK COUNTY DISCLOSURE OF OWNERSHIP INTEREST STATEMENT

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

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

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

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

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

This Disclosure of Ownership Interest Statement must be submitted by :

1. An Applicant for County Action and

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

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

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

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

Identifying Information:

Name INTELLISYS TECHNOLOGY LLC D/B/A: _____ EIN NO.: 36-4222860

Street Address: 2625 BUTTERFIELD ROAD #128N

City: OAK BROOK State: IL Zip Code: 60523

Phone No.: _____

Form of Legal Entity:

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

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

[ ] Other (describe) _____

Ownership Interest Declaration:

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

Name	Address	Percentage Interest in Applicant/Holder
RAJARAMAN (RAJU) IYER	15 LAMBETH CT. OAKBROOK, IL 60523	44.75%
VISHI VISWANATH	9127 FALLING WATER DR BURR RIDGE, IL 60527	44.75%

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
	NA	

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

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

Name	Address	Percentage of Beneficial Interest	Relationship
	NA		

Declaration (check the applicable box):

[ ] I state under oath that the Applicant has withheld no disclosure as to ownership interest in the Applicant nor eserved any information, data or plan as to the intended use or purpose for which the Applicant seeks County Board or other County Agency action.

[X] I state under oath that the Holder has withheld no disclosure as to ownership interest nor reserved any information required to be disclosed.

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

MANAGING PARTNER
Title

Signature

FEB 28, 2013
Date

RIYER@Intelligystechnology.com
E-mail address

(630) 928 1111
Phone Number

Subscribed to and sworn before me this 28th day of Feb, 2013.

My commission expires: Nov 8, 2013.

x
Notary Public Signature

OFFICIAL SEAL
BRUNILDA VELIU
Notary Public - State of Illinois
My Commission Expires Nov 8, 2015
Notary Seal

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
- Child
- Brother
- Sister
- Aunt
- Uncle
- Niece
- Nephew
- Grandparent
- Grandchild
- Father-in-law
- Mother-in-law
- Son-in-law
- Daughter-in-law
- Brother-in-law
- Sister-in-law
- Stepfather
- Stepmother
- Stepson
- Stepdaughter
- Stepbrother
- Stepsister
- Half-brother
- 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: RAJU IYER Title: MANAGING PARTNER

Business Entity Name: INTELLIBYO TECHNOLOGY LLC Phone: (630) 928 1111

Business Entity Address: 2625 BUTTERFIELD RD, #128N OAKBROOK 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.		NA	
4.			
5.			

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

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

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

_____ FEB 28 2013

Owner/Employee's Signature Date

Subscribe and sworn before me this 28th Day of February, 2013.

a Notary Public in and for DUPAGE County

_____

(Signature)

NOTARY PUBLIC SEAL

OFFICIAL SEAL
BRUNILDA VELIU
Notary Public - State of Illinois
My Commission Expires Nov 8, 2015

My Commission expires Nov 8, 2015

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: N/A

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)

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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)

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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: N/A

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: INTELLISYS TECHNOLOGY LLC

BUSINESS ADDRESS: 2625 BUTTERFIELD RD. #128N OAKBROOK IL 60523

BUSINESS TELEPHONE: 630 928 1111 FAX NUMBER: 630 990 1333

CONTACT PERSON: RAJU IYER

FEIN: 36-4222860 * CORPORATE FILE NUMBER: VISHI VISWANATH

MANAGING MEMBER: RAJU IYER MANAGING MEMBER: 00453323

**SIGNATURE OF MANAGER: _____

ATTEST: _____ (MANAGING PARTNER)

Subscribed and sworn to before me this

28th day of February, 2013.

X _____
Notary Public Signature

OFFICIAL SEAL
BRUNILOA VELIU
Notary Public - State of Illinois
My Commission Expires Nov 8, 2015
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.**

Intellisys Technology, LLC
TEAMS MAKE IT WORK SM

2625 Butterfield Rd Ste 128N
Oak Brook, IL 60523
Tel: (630) 928 -1111
Fax: (630) 990 -1333

April 8, 2013

Office of Cook County Chief Procurement Officer
118 N. Clark Street, R. 1018
Chicago, IL 60602

Subject - Proposed Cook County Contract ##13-30-087
Re: Authority to Sign Contracts

This is to certify that Mr. Rajaraman Iyer and/or Mr. Vishi Viswanath (members of the LLC) are authorized signatories to contracts on behalf of Intellisys Technology, LLC.

Rajaraman Iyer

Managing Partner

Vishi Viswanath

Managing Partner

File Number 0045332-3

STATE OF ILLINOIS

OFFICE OF THE SECRETARY OF STATE

To all to whom these Presents Shall Come, Greeting:

I, Jesse White, Secretary of State of the State of Illinois, do hereby certify that

INTELLISYS TECHNOLOGY, L.L.C., HAVING ORGANIZED IN THE STATE OF ILLINOIS ON AUGUST 31, 2000, APPEARS TO HAVE COMPLIED WITH ALL PROVISIONS OF THE LIMITED LIABILITY COMPANY ACT OF THIS STATE, AND AS OF THIS DATE IS IN GOOD STANDING AS A DOMESTIC LIMITED LIABILITY COMPANY IN THE STATE OF ILLINOIS.

In Testimony Whereof, *I hereto set my hand and cause to be affixed the Great Seal of the State of Illinois, this* 7TH *day of* MARCH *A.D.* 2013 .

Jesse White

SECRETARY OF STATE

Authentication #: 1306600182

Authenticate at: http://www.cyberdriveillinois.com

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: _____

N/A

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: NA

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 corporata by-laws, resolution or other authorization by the corporation, authorizing such persons to sign the Signature Page on behalf of the corporation.**

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(SECTION 9)

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BUSINESS NAME:_____

BUSINESS ADDRESS:_____

_____

BUSINESS TELEPHONE:_____ FAX NUMBER:_____

CONTACT PERSON:_____

FEIN:_____ *IL CORPORATE FILE NUMBER:_____

N/A

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.**

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:

Sam A. R

COOK COUNTY CHIEF PROCUREMENT OFFICER

DATED AT CHICAGO, ILLINOIS THIS 08 DAY OF April ,20 13

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

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

13-30-087

OR

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

_____

TOTAL AMOUNT OF CONTRACT: $ 107,000.00
(DOLLARS AND CENTS)

FUND CHARGEABLE:_____

APPROVED AS TO FORM:

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