

CONTRACT FOR SERVICE

DOCUMENT NO. 13-53-030



**UPGRADE AND MAINTENANCE OF THE 9-1-1 EMERGENCY LOCATION
MANAGER SOFTWARE
FOR
COOK COUNTY BUREAU OF TECHNOLOGY**

WITH: RED SKY TECHNOLOGIES, INC.

**BOARD OF COMMISSIONERS
COUNTY OF COOK
TONI PRECKWINKLE, PRESIDENT**

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

**APPROVED BY THE BOARD OF
COOK COUNTY COMMISSIONERS**

JUL 17 2013

COM _____

105775

CONTRACT FOR SERVICE
PART I
AGREEMENT

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 Red Sky Technologies, Inc., herein after the "Contractor".

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

WHEREAS, the Using Department requires specific **UPGRADE AND MAINTENANCE OF THE 9-1-1 EMERGENCY LOCATION MANAGER SOFTWARE;**

WHEREAS, the Contractor is able and willing to provide such supplies, hereafter referred to as the "Contract Goods" as may be required by the County, upon the terms and conditions hereinafter provided and in consideration for the fees as set forth herein;

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

I. CONTRACT SERVICES

The Contractor agrees to provide the following Contract Services:

AS SET FORTH IN EXHIBIT "A"

II. CONTRACT PERIOD

This Contract shall be effective after proper execution of the contract documents by the County, and the term of the contract shall be January 1, 2013 through December 31, 2014.

III. PAYMENT

In no case shall such charges exceed the amount of **\$394,279.58**. Invoices in triplicate on County Invoice Form 29A shall be submitted by the Contractor to the Using Department when requesting payment. The County shall have the right to examine the books of the Contractor for the purpose of auditing the same with reference to all charges made to the County.

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.

IV. GENERAL CONDITIONS

This Contract incorporates and is subject to the provisions attached hereto as Part II, General Conditions, and is incorporated herein by this reference.

V. ATTACHMENTS

This Contract incorporates the following Contractor Exhibits:

1. EXHIBIT "A" – Contractor Quote and Statement of Work
2. EXHIBIT "B" – Master Software License Agreement

Notwithstanding such incorporation, none of the terms set forth in any Exhibit 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.

**GENERAL CONDITIONS
SUPPLY/SERVICE**

CONTENTS

GC-01	SUBCONTRACTING OR ASSIGNMENT OF CONTRACT OR CONTRACT FUNDS	GC-1
GC-02	PERSONNEL	GC-1
GC-03	INSURANCE	GC-2-4
GC-04	INSPECTION AND RESPONSIBILITY	GC-4
GC-05	INDEMNIFICATION	GC-4
GC-06	PAYMENT	GC-4
GC-07	PREPAID FEES	GC-4
GC-08	TAXES	GC-5
GC-09	PRICE REDUCTION	GC-5
GC-10	CONTRACTOR CREDITS	GC-5
GC-11	DISPUTES	GC-5
GC-12	DEFAULT	GC-6
GC-13	COUNTY REMEDIES	GC-6
GC-14	CONTRACTOR REMEDIES	GC-7
GC-15	DELAYS	GC-7
GC-16	MODIFICATIONS AND AMENDMENTS	GC-7
GC-17	PATENTS, COPYRIGHTS AND LICENSES	GC-8
GC-18	COMPLIANCE WITH THE LAWS	GC-8
GC-19	MINORITY AND WOMEN BUSINESS ENTERPRISES COOK COUNTY ORDINANCE CHAPTER 10-43.7 PROFESSIONAL AND CONSULTING SERVICE AND SOLE SOURCE	GC-8-11
GC-20	MATERIAL DATA SAFETY SHEET	GC-11
GC-21	CONDUCT OF THE CONTRACTOR	GC-11

**GENERAL CONDITIONS
SUPPLY/SERVICE**

CONTENTS

GC-22	ACCIDENT REPORTS	GC-12
GC-23	USE OF THE COUNTY PREMISES	GC-12
GC-24	TERMINATION OF CONVENIENCE AND SUSPENSION OF CONTRACT	GC-12
GC-25	GENERAL NOTICE	GC-12
GC-26	GUARANTEES AND WARRANTIES	GC-13
GC-27	STANDARD OF DELIVERABLES	GC-13
GC-28	DELIVERY	GC-13
GC-29	QUANTITIES	GC-13
GC-30	CONTRACT INTERPRETATION	GC-14
GC-31	CONFIDENTIALITY AND OWNERSHIP OF DOCUMENTS	GC-14
GC-32	GOVERNING LAW	GC-14
GC-33	AUDIT; EXAMINATION OF RECORDS	GC-15
GC-34	WAIVER	GC-15
GC-35	ENTIRE CONTRACT	GC-15
GC-36	FORCE MAJEURE OR UNAVOIDABLE DELAYS	GC-16
GC-37	INDEPENDENT CONTRACTOR STATUS; NO THIRD PARTY BENEFICIARIES	GC-16
GC-38	GOVERNMENTAL JOINT PURCHASING AGREEMENT	GC-16
GC-39	COOPERATIVE PURCHASING	GC-16
GC-40	COOPERATION WITH INSPECTOR GENERAL	GC-16
GC-41	FEDERAL CLAUSES	GC-17-26

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**

Subject to the limitations of liability set forth in Section 7 of Exhibit B, 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 negligent performance of or the nonperformance of the Contract, or the acts or omissions of the Contractor, its officers, agents, employees, contractors, or subcontractors. 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 approved by the Chief Procurement Officer, the Chief Procurement Officer may amend a contract provided that any such amendment(s) does not extend the Contract by more than one (1) year, and further provided that the total cost of all such amendments does not increase the total amount of the Contract beyond \$150,000. In the case of contracts approved by the Board, the CPO shall have the authority to execute Contract amendments on Contracts approved by the Board; provided, however, that the total of such amendments does not extend the Contract by more than one (1) year and does not increase the original Contract by more than \$150,000.00 during the term of the Contract. The "amount" of a Contract shall mean the maximum amount payable under such Contract.

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

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

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.

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:

Jacqueline Gomez
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. Part I of this Contract
2. Economic Disclosure Statement Pages
3. Part II General Conditions
4. EXHIBIT "A" – Contractor Quote and Statement of Work with Accompanying Schedules
5. EXHIBIT "B" – Master Software License Agreement

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

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 eligibility 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 United 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.

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 adaptations 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.

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 Act, 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.

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

SPECIFICATIONS AND AGREEMENT

The undersigned declares that he has carefully examined the Agreement Form, General and Special Conditions and Specifications identified as Contract Document Number 13-53-030 for UPGRADE AND MAINTENANCE OF THE 9-1-1 EMERGENCY LOCATION MANAGER SOFTWARE, as prepared by Cook County and that he has familiarized himself with all of the conditions under which it must be carried out and understands that by this agreement he waives all right to plead any misunderstanding regarding the same.

<u>ITEM NO.</u>	<u>UNIT OF MEASURE</u>	<u>QTY.</u>	<u>DESCRIPTION</u>
1.	MONTH	24	E-9-1-1 MANAGER SOFTWARE MAINTENANCE SUPPORT, AS PER EXHIBIT "A" HEREIN.
			\$ 8,923.29 /MO.
			\$ 214,158.96 /TOTAL
2.	MONTH	24	DIRECTORY MANAGER MAINTENANCE, AS PER EXHIBIT "A" HEREIN.
			\$ 1,493.38 /MO.
			\$ 35,841.12 /TOTAL
3.	JOB	1	E-9-1-1 MANAGER SOFTWARE UPGRADE, AS PER EXHIBIT "A" HEREIN.
			\$ 107,079.50 /JOB
			\$ 107,079.50 /TOTAL
4.	EACH	1	ADDITIONAL 9-1-1 MANAGER INTERFACE TO A PBX/CALLSERVER, AS PER EXHIBIT "A" HEREIN.
			\$ 10,800.00 /MO.
			\$ 10,800.00 /TOTAL

CONTRACT NO. 12-53-157

5.	JOB	3	E9-1-1 MANAGER PROFESSIONAL SERVICES TO REMOTELY INSTALL A VERSION 6 UPGRADE, AS PER EXHIBIT "A" HEREIN.
			\$ 8,800.00 /JOB.
			\$ 26,400.00 /TOTAL

GRAND TOTAL: \$ 394,279.58

CONTRACT PERIOD: JANUARY 1, 2013 THROUGH DECEMBER 31, 2014.

CONTRACT NO. 13-53-030

EXHIBIT "A"

CONTRACTOR'S QUOTE AND STATEMENT OF WORK



Sales Quote

DATE	Quote #
2/6/2013	5701

(312) 432-4300/Fax:(312) 432-4320
 925 West Chicago Ave.,
 Suite 300

NAME / ADDRESS
Cook County Dept of Purchasing 118 N. Clark Street Room 1018 Chicago, IL 60602

Project	REP
E911 M&S Upgrade	R

DESCRIPTION	QTY	COST	TOTAL
E911 Manager Software Maintenance Support for 38,938 Licenses and 37 PBX's(Monthly payment is \$8,923.29) 1/1/2013 through 12/31/2014	24	8,923.29	214,158.96
Directory Manager Maintenance for 38,938 stations(monthly payment is \$1,493.38) 1/1/2013 through 12/31/2014	24	1,493.38	35,841.12
E911 Manager Software Upgrade for 38,938 Licenses. Unit List Price \$12.50. Extended List Price \$486,725. Applied 78% Discount for a total price of \$107,079.50	1	107,079.50	107,079.50
Additional E911 Manager Interface to a PBX/callserver. Note:one PBX interface is included in the base E911 Manager software and each additional interface is \$1,500. 24 x Unit List Price of \$1,500. Extended List Price \$36,000. Applied 70% Discount for a total price of \$10,800	1	10,800.00	10,800.00
E911 Manager Professional Services to remotely install a Version 6 Upgrade	3	8,800.00	26,400.00
Illinois Sales Tax		9.00%	0.00

Please sign and fax back to RedSky Technologies at 312-432-4320.

TOTAL

\$394,279.58

STATEMENT of WORK

Between

RedSky Technologies, Inc.

And

Cook County Government

Information Technology Solutions & Services

This Statement of Work ("SOW") is between RedSky Technologies, Inc. ("RedSky") and Cook County Government ("Customer"), and sets forth the business parameters and other matters regarding services that Cook County Government has engaged RedSky to provide hereunder (the "Services"). When mutually executed, this SOW becomes contractually binding upon Redsky and Customer, and shall be subject to the terms and conditions of Master Software Licensing Agreement (the "Agreement") between the parties hereto. Capitalized terms in this SOW, if not defined herein shall have the meaning in the Agreement.

1.0 Overview

RedSky will provide an upgrade of software, including installation Services for E911 Manager v6 software in order to successfully route emergency calls to the appropriate PSAP with accurate caller location information. E911 Manager software will track the location of phones in the Customer's enterprise, and forward the caller's location to the Customer's PS-ALI account, . E911 Manager shall be Products as defined in the Agreement.

2.0 Environment Layout

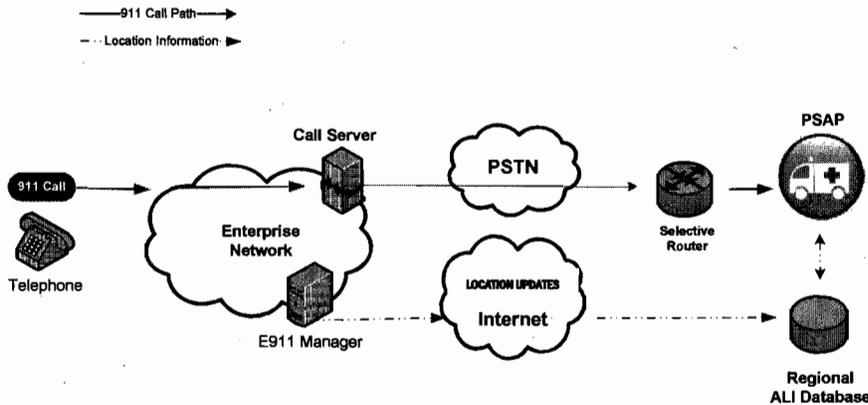
Current Environment

- Call Manager Type: Avaya
- Call Manager Version: G3csiV9, G3rV11, G3siV11, G3xV12, CM v5.2 and CM v6 (NOTE: The County must upgrade G3csiV9, G3rV11, G3siV11, G3xV12 to version v.5.2 or higher).
- RedSky Products: E911 Manager V5, Call Accountant V4
- Physical or Virtual Server: Physical

Upgraded Environment

- Call Manager Type: Avaya
- Call Manager Version: CM v5.2 and CM v6
- RedSky Products: E911 Manager v6
- Use existing hardware or replacement: New hardware for the application
- Physical or Virtual Server: Either
- Server OS: Linux Cent OS

3.0 Solution Design



4.0 Project Term

This SOW will begin upon execution of the SOW by both Parties (“Execution Date”) and, with the exception of maintenance and support set forth in section 8.0 of this SOW, end six (6) months from the Execution Date unless sooner terminated or further extended in accordance with the terms of the Agreement (“SOW Expiration Date”); provided that:

- (a) The County shall have the right to delay the upgrade to E911 Manager at its nodes until after the County upgrades the current environment of G3csiV9, G3rV11, G3siV11, and G3xV12 to CM v5.2 or higher (see Section 2.0); and
- (b) Maintenance and support that RedSky delivers under Section 8.0 of this SOW shall be delivered to the County through the entire term of the Agreement;

This SOW does not allow automatic renewals and RedSky shall not continue work unless a new SOW or purchase order has been signed by both parties.

5.0 Project Scope

RedSky will be responsible for delivering the software to the Customer, installing, loading, configuring and otherwise performing the upgrade of E911 Manager software in support of the Customer’s requirements for premise-based Enhanced 9-1-1 location services for Basic 9-1-1 and E9-1-1 calls. RedSky will be responsible for technical support during the warranty period and extended maintenance period during the first year. E911 Manager will reside on Customer provided hardware. The Customer and RedSky will be required to perform specific tasks as outlined in this Section.

5.1 General E911M Requirements

The following requirements are needed for all installations of E911M.

5.1.1 Customer Responsibilities

- 5.1.1.1 If not already provided, grant remote access for RedSky to the Customer's network for upgrade installation, configuration, and support tasks
- 5.1.1.2 Install operating system (CentOS 6) to E911M server hardware and configure the server for network access
- 5.1.1.3 Provide assistance to RedSky PM on any data cleanup during the import process.
- 5.1.1.4 Provide the appropriate access for all call servers defined in the Customer Information Worksheet as set forth in the Interface Control Document
- 5.1.1.5 Provide root (or equivalent) access to the E911M operating system
- 5.1.1.6 Customer must be capable of configuring and troubleshooting all required hardware and software needed for and during the upgrade, including but not limited to:
 - a Call servers
 - b Data switches
 - c Firewalls
 - d Session border controllers

5.1.2 RedSky Responsibilities

- 5.1.2.1 Assign a PM that will act as the Customer's point of contact for RedSky during the scope of the project
- 5.1.2.2 Provide a DVD or ISO to Customer which contains the operating system (CentOS 6), database, and E911M software
- 5.1.2.3 Provide the Customer with a project plan defining a high-level overview of the project including all major milestones
- 5.1.2.4 Perform an extract of all existing data and import of all data into new environment
- 5.1.2.5 Remotely install E911M on Customer provided servers
- 5.1.2.6 Provide Customer with the E911 Manager Customer Information Worksheet, if applicable
- 5.1.2.7 Remotely configure E911M to interface with all call servers defined in the Customer Information Worksheet
- 5.1.2.8 Consult with the Customer to provide best practices for ELIN and ERL creation
- 5.1.2.9 MSAG Validate all ERLs defined in the Customer Information Worksheet
- 5.1.2.10 Provide an online administration guide and training syllabus to the Customer
- 5.1.2.11 Provide remote training sessions for up to eight (8) designated agents of the Customer for all topics defined in the training syllabus

5.2 E911M Upgraded Virtual Machine Requirements

5.2.1 Virtual Server Specifications

- 5.2.1.1 Platform: ESX 3.5 or higher
- 5.2.1.2 XenServer: 4.0 or higher
- 5.2.1.3 Processor: Single vCPU
- 5.2.1.4 RAM: 4GB
- 5.2.1.5 HDD: 50GB

5.2.2

5.2.3 Customer will provide access to RedSky to an approved virtualization infrastructure client. Access may be limited to:

- 5.2.3.1 Performance reports (read-only)
- 5.2.3.2 Hardware configuration (read-only)
- 5.2.3.3 Ability to mount/unmount virtual CD-ROMs
- 5.2.3.4 Ability to access the virtual machine console

5.2.4 Virtualization Infrastructure will be one of the following types:

5.3 E911M Upgraded Physical Server Requirements

5.3.1 Physical Server Specifications

- 5.3.1.1 Processor: Dual Core 2.4GHz x86 64bit

- 5.3.1.2 RAM: 4GB
- 5.3.1.3 HDD: 100GB Raid5
- 5.3.1.4 DVD-ROM
- 5.3.1.5 Network Adapter: 100MB Full Duplex
- 5.3.2 Customer will provide access to RedSky to an approved infrastructure server. Access may be limited to:
 - 5.3.2.1 Performance reports (read-only)
 - 5.3.2.2 Hardware configuration (read-only)
 - 5.3.2.3 Ability to mount/unmount CD-ROMs
 - 5.3.2.4 Ability to access the machine console

5.4 PS-ALI Requirements

- 5.4.1 Customer will be capable of outpulsing ELINs on all local trunks used for 911 purposes
- 5.4.2 RedSky will provide a completed Customer Information Worksheet based on existing configuration defined in the version 5 Server
- 5.4.3 RedSky will configure E911M to update all PS-ALI agreements defined in the Customer Information Worksheet

5.5 Product Training

RedSky will provide training to Customer for up to eight (8) agents. The training curriculum will be tailored to cover all the products and services purchased from RedSky. The standard training will occur via web conferencing and course outlines will be distributed electronically.

6.0 Assumptions

The below list defines the assumptions made prior to RedSky's upgrade of E911 Manager.

- 6.1 RedSky will install and configure E911 Manager to integrate with an approved Call Server as defined in the Interface Control Document
- 6.2 Customer's network does not contain overlapping IP Ranges
- 6.3 All data switches used in Layer 2 Network Discovery will be RFC 1493 or 4188 compatible
- 6.4 The E911M Server will have network connectivity to access any required PS-ALI provider server or E911A
- 6.5 IP Connectivity will be available between the E911 Manager server and the call server(s)
- 6.6 Hardware installation will be the responsibility of Customer
- 6.7 Customer owns an available DID to be used as an ELIN for every location that will be defined in the application Customer
- 6.8 Call Server and trunking will have the ability to outpulse a different ELIN for each location defined in the E911M Server
- 6.9 Configuration of the version 5 E911M Server is accurate and up-to-date to the best of Customer's knowledge according to the following specification:

Operating System	Specs confirmed
MS Win Server 2003 SE SP1	Intel Xeon CPU 5130 @ 2.00GHz 2.00 GHz, 3.25 GB of RAM

- 6.10 The County may delay a portion of the Deliverables under this SOW while the County upgrades Call Manager versions G3csiV9, G3rV11, G3siV11, and G3xV12 to Call Manager versions v5.2 or higher.

7.0 Deliverables and Cost

7.1 Deliverables

Deliverables	Description
a. E911M Software Upgrade	a. RedSky software to be installed remotely by RedSky in Customer premise on Customer provided servers which passes mutually agreed upon Acceptance Testing
b. E911A Setup	b. RedSky will configure existing account for the Customer in E911A
c. Training and Documentation Administration Guide	c. Customer Training on the new E911 Manager software and the Anywhere Network Service. Training and User documentation provided.
d. Health and Hospital System (HHS) Migration	d. If upgraded environment is delayed at HHS due to its current G3X environment, then tender all Deliverables as it relates to HHS (i.e., balance of accounts that were updated from G3X to CM v5.2 or higher, updated with E911 Manager v6)

7.2 Description of Costs

- 7.2.1 E911 Manager – RedSky provided software to automate the E9-1-1 process. One-time, perpetual, license. E911 Manager will integrate with call servers and supply the appropriate ELIN for emergency calls. E911 Manager will also automatically update PS-ALI accounts and Anywhere Network Services with all ALI data.
- 7.2.2 E911 Manager or E911M Failover Server - Server hardware for the fail-over instance of E911M
- 7.2.3 E911 Manager or E911M Standby Server Software - An additional instance of E911M installed on a secondary server that is a warm back-up to the primary server software
- 7.2.4 EON – Emergency On-Site Notification software module for E911M. Alerts the Customer when a 9-1-1 call is made
- 7.2.5 EON – Additional PBX Interface – An additional software interface from E911M to another PBX/Call server for EON
- 7.2.6 Service Activation for the E911A service – RedSky will establish an account for the Customer in its E911 Anywhere Service
- 7.2.7 Installation Services – RedSky will remotely install E911M within the Customer’s environment and install E911M Fail-over instance in the Customer’s environment and make all necessary connections to the Call Server(s) as designated in the Customer Information Worksheet.

7.3 Pricing

See Pricing Quote attached hereto as a schedule to this SOW.

7.4 Invoicing Triggers

- 7.4.1 E911 Manager – invoiced upon receipt of software delivery
- 7.4.2 E911 Manager or E911M Failover Server - [INTENTIONALLY OMITTED]
- 7.4.3 E911 Manager or E911M Standby Server Software - [INTENTIONALLY OMITTED]
- 7.4.4 EON – [INTENTIONALLY OMITTED]
- 7.4.5 EON – Additional PBX Interface – [INTENTIONALLY OMITTED]
- 7.4.6 Service Activation for the ANS service – [INTENTIONALLY OMITTED]
- 7.4.7 Installation Services – invoiced upon Customer acceptance *

* Where Deliverables under this SOW are delayed while awaiting the Call Manager upgrade to CM v.5.2 or higher (See Sections 2.0, 4.0 and 6.0 of this SOW), RedSky and Customer may agree to have Deliverables invoiced prior to Customer acceptance or at another mutually agreed time.

7.5 Project Schedule

The Project has a series of four (4) Phases:

- 7.5.1 The Assessment Phase will begin upon the Kick-off Meeting. Kick-off Meeting will be scheduled within fourteen (14) days after the SOW and Network Service Agreement are executed and along with the receipt of a Purchase Order.
- 7.5.2 Implementation Phase involves the setup and configuration of the solution.
- 7.5.3 Validation Phase includes testing and validation of the solution.
- 7.5.4 Training and Transfer Phase provides training to the Customer and Acceptance of the solution.
- 7.5.5 RedSky and Customer have dedicated tasks and responsibilities in each phase:

Assessment Phase – (Estimated 7 weeks)

Description	Responsible Party
Kick-off Meeting	RedSky
Completion of all required forms	Customer
Receipt and verification of all required forms	RedSky
Identify test cases and users	RedSky/Customer
Determine call routing method	RedSky/Customer

Implementation Phase – (Estimated 3 weeks)

Description	Responsible Party
Upgrade of E911M	RedSky
Configure Call Server integration	RedSky
Configure E911M with all ELINs and ERLs	RedSky
Configure Scheduled Tasks including reports	RedSky
Configure EON	RedSky
Configure call routing method	RedSky/Customer

Validation Phase – (Estimated 1 week)

Description	Responsible Party
Schedule testing with PSAP	Customer
Place test emergency calls	Customer
Confirm receipt of emergency call notifications	Customer
Confirm successful network discovery	RedSky

Training and Transfer Phase – (Estimated 1 week)

Description	Responsible Party
Schedule training session	RedSky
Turn-up E911M for production use	RedSky/Customer
Acceptance	RedSky and Customer

8.0 Maintenance and Support

At all times throughout the Agreement, RedSky shall provide maintenance and support to the County at levels detailed in its "RedSky Technologies, Inc. Customer Support Services Policies and Procedures Guide" attached hereto as a schedule to this SOW.

9.0 Contact Information

RedSky Primary Contact:

Name: Susan Nacker
Title: Project Manager
Email: snacker@redskytech.com
Phone Number: 312-432-5962

RedSky Secondary Contact:

Name: Julie Eckhoff
Title: Support Manager
Email: jeckhoff@redskytech.com
Phone Number: 312-432-4317

Customer Primary Contact:

Name:
Title:
Email:
Phone Number:

Customer Secondary Contact:

Name:
Title:
Email:
Phone Number:

10.0 SOW Change of Scope Procedure (if applicable)

All changes to a SOW shall be coordinated with Customer and RedSky, and processed in accordance with General Condition GC-16 where applicable. Any change to this Statement of Work shall be provided in writing and mutually agreed to by both parties before being accepted and included as a part of this SOW Agreement.

The Project Change Order Form shall be utilized to document any change to this existing SOW. All SOW changes must be approved and signed by both Parties.

11.0 Acceptance of Deliverables

RedSky will notify Customer when each Deliverable and Product is ready for Acceptance. Customer shall use reasonable efforts to accept or reject each Deliverable and Product, in writing, within thirty (30) business days from the receipt of the Deliverable or Product (or such other time period as specified in the Agreement ("Acceptance Period")). If rejected, Customer shall clearly state the reason(s) for rejection. Within five (5) business days of the notice of rejection (or such other time period as specified in the Agreement), RedSky shall present a corrective action plan to Customer, for Customer approval. RedSky shall then make the corrections and resubmit the Deliverable or Product to Customer, without any additional cost or expense to Customer.

12.0 Purchase Order

The parties agree that this SOW describes certain Services to be performed by RedSky Technologies, Inc. for Customer. RedSky Technologies, Inc. acknowledges and agrees that the Services described herein shall not commence until Customer issues a Purchase Order incorporating this SOW and delivers the Purchase Order to RedSky Technologies, Inc.
In WITNESS WHEREOF, the parties have entered into this Statement of Work as a part of an agreement.

RedSky Technology, Inc	
("RedSky")	("Customer")
Authorized Signature	Authorized Signature
Print Name	Print Name
Title	Title
Date	Date

Attachment A: Definitions/ Acronyms

Terms used herein with initial capital letters shall have the respective meanings set forth (i) in this SOW, if defined herein, or (ii) in the Agreement. When used in this SOW, the definitions and acronyms listed below shall have the following meanings:

"ALI" means automatic location information.

"ANI" means automatic number identification.

"API" means application programming interface.

"E911A" means E911 Anywhere™.

"E911M" means E911 Manager

"ELIN" means a valid North American Numbering Plan format telephone number, assigned to the MLTS Operator by the appropriate authority that is used to route the call to a PSAP and is used to retrieve the ALI for the PSAP.

"EON" means Emergency Onsite Notification.

"ERL" means emergency response location.

"L2" means layer 2 of the OSI model.

"L3" means layer 3 of the OSI model.

"LEC" means local exchange carrier.

"MSLA" means master software licensing agreement.

"ND" means network discovery.

"OEM" means original equipment manufacturer.

"PBX" means private branch exchange.

"PM" means project manager.

"PSAP" means public safety answering point.

"PS-ALI" means (Private Switch) automatic location information.

"PSTN" means public switched telephone network.

"SaaS" means software as a service.

"SMS" means short message service.

"SNMP" means simple network management protocol.

"SSH" means secure shell.

"VM" means virtual machine.

"VPC" means voice positioning center.

CONTRACT NO. 12-53-157

EXHIBIT "B"

CONTRACTOR'S MASTER SOFTWARE LICENSE AGREEMENT



Exhibit B

Master Software License Agreement

THE COUNTY OF COOK ("Licensee") and Red Sky Technologies, Inc., an Illinois corporation, with its place of business at 925 W. Chicago Ave., Suite 300, Chicago, IL 60642, USA ("Red Sky"), by their execution of County Contract 13-53-030 agree as follows:

1. **DEFINITIONS.** The definition of terms set forth in this Section 1 will apply in this Agreement (in addition to terms expressly defined elsewhere herein) including any and all schedules, addenda and amendments made to or incorporated herein now or in the future:

(a) **"Agreement"** means this Exhibit B, Master Software Agreement and any amendments thereto as they apply to the ordering by Licensee of Software Products and Professional Services from Red Sky.

(b) **"Affiliates"** means those legal entities in which Licensee owns or controls, directly or indirectly, more than fifty percent (50%) of such entity's outstanding shares or securities (representing the right to vote for the election of directors or other managing authority).

(c) **"Call Server"** means the Server used by Licensee to deliver distributed telecommunications services. The number of Call Servers will be used in determining the type and size of license purchased. The term "Call Server" may be used interchangeably with the term "PBX".

(d) **"Client"** means a computer device that is part of a network, connected to a Server and which incorporates the object code licenses for the Software Product(s) for such device and on which the Software is used or is managed.

(e) **"Effective Date"** the date on which the last party signs this Agreement. In addition to the terms and conditions of the Agreement, the following additional terms and conditions will apply to this Agreement.

(f) **"Licensee"** means the County of Cook, IL.

(g) **"Licensed Computers"** means the networked set of Servers and Clients for which Licensee has purchased a Software Product license from Red Sky for each Server or Client on which the Software Product(s) is to be "used or which is to be managed" (hereinafter "use" of the Software Products will be have the foregoing meaning).

(h) **"Ports"** means the interfaces on the data or voice network into which an IP telephone can be connected that have been defined in Licensee's PBX/Call Server and the number of which will determine the type and size of Software Product license purchased by Licensee.

(i) **"Private Branch Exchange," "PBX"** means an electronic system used by Licensee to deliver telecommunications services. The number of PBXs will be considered in determining the type and size of license purchased. The term "PBX" may be used interchangeably with the term "Call Server".

(j) **"Purchase Order"** means the written request to purchase a license to the Software Product or Professional Services under this Agreement, either in the form of the execution of a written Quotation from Red Sky or a formal, written purchase order or similar documentation intended to achieve the same purpose, and that is acceptable to and has been accepted by Red Sky, either in writing, or by delivery to Licensee of Software Products or Professional Services.

(k) **"Server"** means a computer that is a component of a network that provides (A) shared services to workstations over a network, (B) facilitates other stations, or (C) handles the requests of a system or software at another site, and that incorporates the object code of the Software Product(s) for such device licensed by Licensee.

(l) **"Software"** means the software component of the Software Product.

(m) **"Software Product(s)"** means one or more Red Sky proprietary computer software programs, in object code format, and their related materials, including the user manuals, documentation, and software release notes associated with such computer software programs (collectively the "Documentation") and are listed in Red Sky's then-current commercial end-user price list or a Quotation, including updates, modifications or new releases of such computer software program and Documentation as may be provided by Red Sky to Licensee from time to time. The specific products licensed hereunder are those products specified in the Purchase Order.

(n) **"Stations"** means the number of telephones that have been defined to Licensee's PBX that will

determine the type and size of license purchased.

(o) **"Switch"** means a Layer 2 IP device that distributes IP packets to ports and stations connected to the Switch

2. LICENSE.

(a) GRANT OF LICENSE. Subject to the terms and conditions of the Agreement, Red Sky grants Licensee a non-exclusive, non-transferable, perpetual license to use the Software Products for the term described in the Purchase Order or Quotation.

(b) SCOPE OF USE. Licensee may use the Software Products only for Licensee's normal, internal business purposes. Licensee may install and use Software Products on the number of Licensed Computers up to the maximum number of copies of each Software Product described in Licensee's Purchase Order(s) and for which Licensee has paid the applicable license fee(s). Licensee may also make a reasonable number of copies of the Software in machine-readable form solely for archive or backup purposes in accordance with Licensee's standard archive or backup policies and procedures. Use of a number of Software Products greater than the maximum number of licenses paid for is prohibited and any such use will be subject to additional license fee(s) and penalties.

(c) USE RESTRICTIONS. Licensee may configure the Software as allowed by the Software. Licensee will not use or permit the Software Products to be used in any manner that would enable Licensee's customers or any other person or entity to use the Software Products except pursuant to Section 3(d) of this Agreement. Licensee may not modify, adapt, translate, or create derivative works based in whole or in part, upon any Software Products, or to reverse compile or disassemble the Software. The rights granted Licensee hereunder are restricted exclusively to Licensee and all license and use rights and the Software Products may not be assigned, sub-licensed, sold or otherwise transferred except as provided in the Agreement.

(d) USE ON OTHER COMPUTERS; PERMANENT TRANSFER TO NEW LICENSED COMPUTERS. Licensee may, without incurring additional license charges, move the Software Products to and use the Software Products on computers other than the Licensed Computers (i) temporarily, if the Licensed Computers cannot be used because of equipment or software malfunctions or (ii) permanently, onto replacement Licensed Computers if the original Licensed Computers are replaced by Licensee with other computers; provided: (A) there is no increase in the number of Servers or Client computers using the Software Product(s) over the number of Server or Client computers for which Licensee has purchased licenses for such product(s), and (B) if Licensee permanently transfers the Software Products to computers at a different location that physically replace the original Licensed Computers, Licensee will completely cease the use of the Software Products on the original set of computers and will promptly give Red Sky written notice of such relocation. Additional license fee charges will be invoiced to Licensee when Licensee, having Software Products licensed on Licensed Computers, either (X) increases the number of computers using the Software or (Y) transfers copies of the Software Product to additional computers that are not then licensed to use the Software Products and for which the applicable license fees have not been paid.

(e) LICENSING BASED UPON NUMBER OF STATIONS, NUMBER OF PBXs. Licensee may, as dictated by the number of stations for which licensing has been purchased, increase the number of stations to the station-licensing threshold that was purchased. If Licensee exceeds the number of stations that were originally licensed, Licensee must notify Red Sky of such increase and upgrade its software licensing to accommodate the additional number of stations. Licensee may, as dictated by the number of PBXs for which licensing was purchased, increase the number of PBXs to the PBX licensing threshold that was purchased. If Licensee exceeds the number of PBXs that were originally licensed Licensee must notify Red Sky of such increase and upgrade its software licensing to accommodate the additional number of PBXs. Failure to do so will cause the Software to not allow additional entries of Stations or PBXs and could cause incorrect recording and reporting of information. In addition, any such use will be subject to additional license fee(s) and penalties.

(f) TRANSFER OF LICENSE GRANT. Following thirty (30) days written notice, Licensee may, with Red Sky's concurrence (which will not be unreasonably withheld) transfer the license granted hereunder provided that, either Licensee or transferee, directly or indirectly, holds a majority interest in the other. As a condition of Red Sky's consent, transferee must assume, in writing, Licensee's obligations under the Agreement and Licensee must remain liable hereunder. Under no circumstance will such transfer be permitted to a transferee or location outside the country in which the Software Product(s) were initially licensed.

(g) DOCUMENTATION. For its internal use only and only in conjunction with its use of the Software Products, Licensee may make a reasonable number of printed copies of the Documentation for the Software that may be supplied to Licensee in CD-ROM, tape or hard copy format provided Licensee includes all Red Sky copyright and all other proprietary notices on the copies of the Documentation Licensee produces.

(h) TITLE. This Agreement grants Licensee no title or rights of ownership in the Software Products. All Software Products furnished by Red Sky, and all copies thereof made by Licensee, including translations, compilations, and partial copies, and all patches, revisions, and updates thereto are and will remain the property of Red Sky or Red Sky's licensors, as applicable. All Red Sky **"Proprietary Information"** (defined below) and all title, patents, copyrights, trade secret rights anywhere in the world, and other intellectual property and rights existing in connection therewith will be the sole property of and remain with Red Sky or its licensors, as applicable. Red Sky Proprietary Information includes, but is not limited to, Red Sky E9-1-1ALI Information Management software and

related Documentation and any modifications thereto developed in whole or in part by Red Sky.

(i) PROPRIETARY MARKINGS. Licensee will not remove or destroy any proprietary markings or proprietary legends placed on or contained within the Software Products or any related materials or Documentation. Additionally, Licensee will reproduce and include Red Sky's proprietary and copyright notices on any copies of the Software Products and related materials, or on any portion thereof, including reproduction of its international copyright notice.

(j) VERIFICATION OF SOFTWARE PRODUCTS DEPLOYED. Upon reasonable advance notice to Licensee and on a non-interference basis with Licensee's normal business operations, Red Sky may verify the number of Software Products that Licensee has placed into use under the Agreement. Unless a previous verification has shown a discrepancy, such verification will not be conducted more frequently than once per year. If a discrepancy is found, the verification may be conducted quarterly at the discretion of Red Sky.

3. PAYMENT TERMS. (Check One)

If Licensee is acquiring the Software Products directly from Red Sky:

(a) PAYMENT. Red Sky will invoice Licensee as follows:

- i. Software Products - Red Sky will invoice Licensee upon shipment of the Software Products to Licensee.
- ii. Audit Services - Red Sky will invoice Licensee upon completion of the audit and submission of the data to Licensee.
- iii. Professional Services - Red Sky will invoice Licensee upon completion of the Professional Services or will issue a milestone invoice as outlined in the Purchase Order or Quotation relating to those services.
- iv. Maintenance Services are payable and will be invoiced by Red Sky annually in advance.

All License fees and terms of payments hereunder are due netsixty (60) days after the date of the invoice unless other terms are described Red Sky's Quotation or Statement of Work. Subsequent charges will be invoiced separately. Licensee obligations to pay all accrued charges will survive the expiration or termination of the Agreement.

(b) RISK OF LOSS. [Intentionally Omitted]

4. LIMITED WARRANTY. Red Sky warrants to Licensee that for a period of one (1) year from delivery of the Software Products by Red Sky or the date on which the Licensee commenced using the Hosted Service described in the relevant Product Rider, as the case may be (the "**Warranty Period**"), the unmodified Software or associated Support Services will be capable of operating substantially in conformance with the product documentation in effect at the time of delivery. If, during the Warranty Period, it is determined that the Software Products or associated Support Services do not operate according to the product documentation due to Red Sky's fault, Red Sky will undertake good faith efforts to cure the nonconformity. Licensee's only remedy in the event of nonconformity in the Software, or for breach of any warranty is, at Red Sky's option, either (i) repair or replacement of the Software or (ii) return of the license fee for the Software Products. EXCEPT AS SPECIFICALLY PROVIDED IN THIS SECTION 4, REDSKY MAKES NO WARRANTIES EITHER EXPRESS OR IMPLIED AS TO ANY MATTER WHATSOEVER, INCLUDING, WITHOUT LIMITATION, THE CONDITION OF THE SOFTWARE PRODUCT AND THE ASSOCIATED SUPPORT SERVICES, THEIR MERCHANTABILITY, OR THEIR FITNESS FOR ANY PARTICULAR PURPOSE.

5. MAINTENANCE AND SUPPORT PLANS.

(a) STANDARD MAINTENANCE AND SUPPORT PLAN. Red Sky will provide the following basic support of Licensee's version of the Software Products: (i) Code Corrections - supply code corrections to correct substantial deviations of unmodified Software Products from the then-current applicable Documentation and software release notes delivered with the Software Products, (ii) Software Products Updates ("dot release") - make available to all dot releases of the version of the Software licensed to Licensee. Dot releases typically feature modifications, updates, upgrades, enhancements, and corrections to the current revision of Software. For example, if Licensee purchased a license to version 5.0, Licensee will receive dot releases v5.1 through v5.9 should those releases be generally distributed to other users of the Software. Dot releases are provided at "no charge" to Licensee during the Free Maintenance Period or any other maintenance period for which fees have been paid under an annual maintenance support program. Licensee is not eligible to receive the next major release of the Software free of charge when and if it is available. (iii) Hotline Support - support service via telephone, FAX and e-mail during Red Sky's normal business hours of 9:00 AM to 5:00 PM, ET, Mon. - Fri., except national holidays, (iv) Fixes - supply workarounds for known problems, answer questions and provide patches where they exist; and, (v) Technical Support - supply a reasonable amount of assistance by mail or telephone in the event of difficulties in the use of the Software Products or the interpretation of results. If assistance is required at the Licensee's site and the problem is the failure of the Software Products to perform to the Specifications, no charge will be made. If the problem is determined by Red Sky to be due to other causes, Red Sky's Professional Services rates at \$185.00 per hour or \$1,160 per day plus travel costs including coach airfare, hotel and car rental and a \$40.00 per diem for meals and

related expenses will be applicable and payable by Licensee. Licensee will also provide Red Sky with remote access to its computer system to permit off-site technical support.

(b) REMOTE ACCESS. If Licensee cannot or will not provide remote access to the application, technical support can only be provided via telephone using an employee of the Licensee as an on-site proxy to trouble shoot the issue. In this case, no service level response times can be assured.

(c) RENEWAL CHARGES FOR SUBSEQUENT YEARS. Red Sky's obligation to provide maintenance and support services as described in Section 5(a) will continue for the term of the two-year contract with the County. Within ninety (90) days prior to the expiration of the County's contract, Red Sky will provide notice of expiration and with approval by the Chief Procurement Officer of the County or where applicable, the Cook County Board of Commissioners, the County and Redsky may enter into an agreement to, extend the existing contract or entered into a new contract for maintenance and support.

(d) CANCELLATION; REINSTATEMENT. [Intentionally Omitted]

(d) SCOPE OF COVERAGE. Red Sky's maintenance and support requires that (i) Licensee bring or maintain all licensed Software Products at a single location at the current level of dot release or major release, as the case may be, in order to receive the maintenance and support services defined in Section 5(a).

(e) LIMITATIONS ON MAINTENANCE AND SUPPORT. Licensee understands and acknowledges that Red Sky may develop and market new or different computer programs or features that use part or all of the Software Products and that perform all or part of the functions performed by the Software Products, including but not limited to releases of new software products or upgrades of the Software Products that include the such new product features and functionality. Nothing contained in the Agreement gives Licensee any rights with respect to such new products, or such new or different computer programs or features.

6. INDEMNITY.

For indemnity language, refer to Part II, GC-05, Indemnification.

IP INDEMNITY: Red Sky will defend or at Red Sky's option settle any action or claim based upon a third party's claim of U.S. patent, copyright, or trade secret infringement asserted against Licensee by virtue of Licensee's use of the Software Products as delivered, or hosted, by Red Sky, provided that Red Sky is given prompt notice of the action or claim and the right to control and direct the investigation, defense and settlement thereof, and further provided that Licensee reasonably cooperates with Red Sky in connection with the foregoing. If Licensee's use of the Software Product, is enjoined due to actual or alleged infringement of any U. S. patent, trademark, copyright or trade secret, Red Sky will, at its sole option and expense, either (a) procure for Licensee the right to continue using the Software Product; (b) replace or modify the Software Product so it becomes non-infringing; or, (c) if Red Sky does not either procure the right to use or replace or modify the Software Product so that it is no longer infringing, Licensee will return the Software Product, or cease accessing the Hosted Service and Red Sky will return to Licensee the license fee for the Software Product amortized on a straight-line basis over five (5) years, or stop charging Licensee for the Hosted Service.

Notwithstanding the foregoing, Red Sky will not be liable for a claim of infringement based on Licensee's (i) use of other than the latest unmodified release of the Software Products available to Licensee, (ii) use or combination of the Software Product with non-Red Sky programs if infringement would not have occurred without the combination, and (iii) use of the Software Products after receiving notice of a claim that it infringes the rights of a third party. Notwithstanding anything contained in this Section 6 to the contrary, the maximum aggregate liability of Red Sky, its officers, agents and employees for any claims or damages arising out of the matters described in this Section 6 will be limited as described in Section 7 of this Agreement.

7. LIMITATIONS OF LIABILITY. SHOULD LICENSEE, ANY PARTY CLAIMING THROUGH LICENSEE, OR ANY PARTY CLAIMING TO HAVE SUFFERED ANY LOSS, DAMAGE, COST OR EXPENSE RELATING TO THE SOFTWARE PRODUCTS, PROFESSIONAL SERVICES OR THE HOSTED SERVICES, THEN THE MAXIMUM AGGREGATE AMOUNT OF LIABILITY OF RED SKY, ITS OFFICERS, EMPLOYEES AND AGENTS WILL BE LIMITED TO THE GREATER OF THE INSURANCE COVERAGES LISTED IN PART II, GENERAL CONDITIONS, SECTION GC-03 OF THE SOLE SOURCE AGREEMENT OR THREE TIMES THE AMOUNT OF THE CONTRACT AS AWARDED BY THE COOK COUNTY BOARD OF COMMISSIONERS. FOR THE SOFTWARE PRODUCTS, PROFESSIONAL SERVICES OR HOSTED SERVICE THAT CAUSED OR ALLEGEDLY CAUSED SUCH LOSS, DAMAGE, COST OR EXPENSE. RED SKY WILL NOT BE LIABLE FOR ANY LOSS, DIRECT OR INDIRECT OR INCIDENTAL, INCLUDING GOOD WILL, SPECIAL AND CONSEQUENTIAL DAMAGES THAT MAY ARISE FROM THE UNAUTHORIZED USE, OPERATION, OR MODIFICATION OF THE SOFTWARE PRODUCTS, PROFESSIONAL SERVICES, OR HOSTED SERVICES BY LICENSEE. THIS AGREEMENT WILL NOT CREATE ANY THIRD PARTY BENEFICIARY RIGHTS OR BENEFITS TO PARTIES OTHER THAN LICENSEE EXCEPT AS MAY BE SPECIFICALLY STATED HEREIN.

EXCEPTIONS TO THE LIMITATION OF LIABILITY

NOTWITHSTANDING ANY OTHER TERMS OF THIS AGREEMENT OR ANY STATEMENT OF WORK UNDER THIS AGREEMENT, THE PARTIES FURTHER AGREE THAT SOLELY WITH RESPECT TO THIS AGREEMENT

OR ANY STATEMENT OF WORK UNDER THIS AGREEMENT THE LIMITATION OF LIABILITY PROVISIONS SET FORTH ABOVE SHALL NOT APPLY TO DAMAGES ARISING FROM FRAUD OR CONCEALMENT, WILLFUL MISCONDUCT, GROSS NEGLIGENCE, BREACH OF CONFIDENTIALITY, INTELLECTUAL PROPERTY INFRINGEMENT, AND/OR DATA PROTECTION OBLIGATIONS PURSUANT TO THIS AGREEMENT OR THE NEGLIGENT OR WILLFUL ACTS BY CONTRACTOR'S EMPLOYEES OR SUBCONTRACTORS FAILURE TO COMPLY WITH APPLICABLE LAWS.

8. NONDISCLOSURE OF SOFTWARE PRODUCTS. Licensee acknowledges that the Software Products contain proprietary information. Licensee will take reasonable steps to ensure that the Software Products will not be reproduced or disclosed to others in whole or in part, without the prior written permission of Red Sky. Such prohibition on disclosure will not apply to disclosures by Licensee to its agents, contractors or employees provided such disclosures are reasonably necessary to Licensee's authorized use of the Software Products, and provided further that Licensee will take reasonable steps to ensure that the Software Products are not disclosed by its agents, contractors and employees in contravention of this Agreement. The contents of the Software Products are highly proprietary information of Red Sky or of its licensors and Licensee agrees not to allow any machine readable or other version of the Software Products to be printed, listed, decompiled, disassembled or reverse engineered. Licensee will advise all parties with access to the Software Products or the output of the Software Products of these restrictions. Red Sky may not have an adequate remedy at law and injunctive or other equitable relief will be permitted to restrain unauthorized use, reproduction, disclosure, printing, listing, decompilation, disassembly or reverse engineering. The obligations of this Section will survive the expiration or termination of this Agreement.

9. TERMINATION.

(a) TERMINATION BY REDSKY. [Intentionally Omitted]

(b) LIQUIDATION OF REDSKY. This Agreement will automatically terminate if Red Sky is liquidated, dissolved, or ceases to carry on business on a regular basis as it pertains to the Software Products licensed by Red Sky and Red Sky's obligations under this Agreement are not assumed by a successor or assignee.

(c) DISPOSITION OF SOFTWARE PRODUCTS ON TERMINATION. Upon termination of this Agreement or cancellation of the license hereunder for any reason, the license and all other rights granted to Licensee will cease, and Licensee will immediately (i) return the Software Products and all copies of Documentation to Red Sky or alternatively, provide written certification that all copies of the Software Products and Documentation have been destroyed, (ii) purge all copies of the Software Products and any portions thereof from all computers and from any computer storage device or medium on which Licensee has placed or has permitted others to place the Software Products; and (iii) cease accessing the Hosted Services.

10. U.S. GOVERNMENT END USERS. Any Software Products licensed to the United States of America, its agencies or instrumentalities (the "**U.S. Government**") is provided with "Restricted Rights." Use, duplication, or disclosure by the U. S. Government is subject to the restrictions set forth in subparagraph (c)(1)(ii) of the Rights in Technical Data and Computer Software clause at DFARS 252.227-7013 or subparagraphs (c)(1) and (2) of the Commercial Computer Software - Restricted Rights at 48 CFR 52.227-19, as applicable. All Rights Reserved under the Copyright Laws of the United States. Manufacturer/Contractor is Red Sky Technologies, Inc., 925 W. Chicago Ave., Suite 300, Chicago, IL 60622.

11. EXPORT LAW CONTROLS; EXPORT ASSURANCE DECLARATION. Licensee will comply with all export and re-export restrictions and regulations (the "**Export Requirements**") imposed by the governments of the United States or the country to which the Software Product is shipped to Licensee, or from which Licensee accesses the Hosted Services. Licensee will not commit any act or omission that will result in a breach of any Export Requirements. Licensee will comply in all respects with any governmental laws, orders or other restrictions on the export of Licensed copies of Red Sky or its licensor's Software Product(s) (including any related information and documentation) that may be imposed from time to time by the government of the United States or the country to which the Red Sky or its licensor's Software Product(s) is shipped by Red Sky, or from which Licensee accesses the Hosted Services. This Section 8 will survive the expiration or termination of the license or this Agreement.

12. PROFESSIONAL SERVICES. For the purpose of this Agreement, "**Professional Services**" will be defined as those services that are provided by Red Sky personnel in support of the implementation of the Software Products. If ordered by Licensee on its Purchase Order, or a separate statement of work signed by the parties, the following terms and conditions will apply to Professional Services supplied by Red Sky to Licensee.

(a) TERM OF PROFESSIONAL SERVICES. The "Term of Professional Services" will begin and terminate on the dates stated in Licensee's Purchase Order, the Quotation or the statement of work that has been accepted by an official of Red Sky unless earlier terminated pursuant to paragraph 12(d) below.

(b) SCOPE OF PROFESSIONAL SERVICES. Red Sky will perform the Professional Services defined in Licensee's Purchase Order or the accepted Quotation. The parties acknowledge that the scope of services provided hereunder consist solely of delivery of (i) Red Sky software installation, deployment assistance and/or informal training in the Software; (ii) additional Red Sky copyrighted interface software or code; and (iii) location audit service, network audit services or operations process data. The Software and the tangible output of the services provided to Licensee by Red Sky will not constitute works for hire. Licensee will properly follow and implement

Software installation recommendations of Red Sky, its officers, agents and employees.

(c) FEES AND EXPENSES. Professional Services are provided on a fixed-fee basis. The fees for Professional Services are defined in a Quotation or, where no Quotation is provided, fees will be as stated in Red Sky's current, price list applicable for such Services. If Licensee is purchasing Professional Services directly from Red Sky, Red Sky will invoice Licensee for the Professional Services and payment terms and conditions will be governed by Red Sky Quotation to Licensee.

If Licensee is acquiring Software Products through an authorized reseller of Red Sky products, the reseller will invoice Licensee for the Professional Services and payment terms and conditions will be governed by the authorized reseller's Quotation to Licensee.

(d) TERMINATION OR DELAY OF PROFESSIONAL SERVICES [Intentionally Omitted].

(e) CONSENT TO SUBCONTRACT. Upon meeting the requirements set forth in the County's General Conditions GC-1, Red Sky may subcontract services to persons or companies qualified and certified by Red Sky to provide services on Red Sky's behalf.

(f) ACCEPTANCE. The Professional Services will be deemed accepted when either (i) the Professional Services have been delivered, installed, and met the satisfaction of Licensee as demonstrated by Licensee notifying Red Sky in writing of acceptance; or (ii) a period of thirty (30) days has elapsed from rendering the Professional Services to Licensee and Licensee, for whatever reason, has chosen to delay acceptance of the Professional Services or fails to run the acceptance tests described in the Purchase Order or other document detailing the Professional Services.

13. PAYMENTS. [Intentionally Omitted].

14. GENERAL.

(a) FORCE MAJEURE. Except for payments of money, neither party will be liable for any losses arising out of the delay or interruption of its performance of obligations under the Agreement due to any act of God, strikes, lockouts, riots, acts of war or insurgency, acts of terrorism, acts of sabotage, epidemics, governmental regulations imposed after the fact, fire, earthquakes, floods, storms or other disasters, or any other cause beyond the reasonable control of the party delayed.

(b) NOTICE. [Intentionally Omitted].

(c) SUCCESSORS AND ASSIGNS. All terms and provisions of this Agreement will be binding upon and inure for the benefit of the parties hereto, and their successors, permitted assigns and legal representatives, except that Licensee may not assign this Agreement nor any right granted hereunder, in whole or in part without Red Sky's prior written consent. For purposes of this Agreement, assignment includes change of control by and of Licensee.

(d) GOVERNING LAW; SEVERABILITY. This Agreement will be governed by the laws of the State of Illinois, and the parties consent and submit to the jurisdiction and venue of the State and Federal Courts located in the Chicago, Illinois. If any provision of this Agreement will be held invalid, illegal or unenforceable, the validity, legality or enforceability of the other provisions hereof will not be affected thereby, and there will be deemed substituted for the provision at issue a valid, legal and enforceable provision as similar as possible to the provision at issue.

(e) CONFLICTS. If Licensee issues a Purchase Order hereunder, such Purchase Order will be considered issued for the purpose of authorization and your internal use only and none of the terms and conditions will modify the terms and conditions of this Exhibit B or affect the obligations of Red Sky to you as set forth Contract.

(e) ATTORNEY'S FEES. [Intentionally Omitted]

(f) BENEFICIARY. [Intentionally Omitted].

(g) ENTIRE AGREEMENT. [Intentionally Omitted].

(h) INDEPENDENT CONTRACTORS. The relationship of the parties will be that of independent contractor. Nothing in this Agreement will be deemed to create the relationship of partners, joint venturers, employer-employee, master-servant or franchisor-franchisee between the parties hereto. No employee, agent or contractor of either party has the authority to bind the other to any representation or agreement, orally or in writing, with a third party. Each party is solely responsible for all taxes, withholdings, and other similar statutory obligations including, but not limited to Worker's Compensation Insurance.

COUNTERPARTS. [Intentionally Omitted].

**ECONOMIC DISCLOSURE STATEMENT
AND EXECUTION DOCUMENT
INDEX**

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

INSTRUCTIONS FOR COMPLETION OF ECONOMIC DISCLOSURE STATEMENT AND EXECUTION DOCUMENT

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

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

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

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

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

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

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

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

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

"Lobbyist" means any person or entity who lobbies.

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

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

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

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

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

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

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

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

MBE/WBE UTILIZATION PLAN (SECTION 1)

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

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

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

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

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

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

MBE/WBE Firm: Informity Network LTD

Address: 731 N. Sangamon, Suite 300, Chicago IL 60642

E-mail: earambulo@informitynetwork.com

Contact Person: Edita Arambulo, President Phone: 312-361-6524

Dollar Amount Participation: \$ 144,279.50

Percent Amount of Participation: _____ 37 %

*Letter of Intent attached?	Yes <u>X</u>	No _____
*Letter of Certification attached?	Yes <u>X</u>	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 LETTER OF INTENT (SECTION 2)

MWBE Firm: Informity Network LTD
Address: 731 N. Sangamon, Suite 300
City/State: Chicago IL Zip: 60642
Phone: 312-361-6524 Fax: 312-361-6520
Email: earambulo@informitynetwork.com

Certifying Agency: Cook County
Certification Expiration Date: 06/12/2013
FEIN #: 41-2078226
Contact Person: Edita Arambulo
Contract #: _____

Participation: Direct Indirect

Will the MWBE firm be subcontracting any of the performance of this contract to another firm?

No Yes - Please attach explanation. Proposed Subcontractor: _____

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

Informity Network LTD is a certified Distributor of the Prime Vendor. Informity will supply goods and related services as follows:
E911 Manager Upgrade (\$107,079.50); E911 Manager Interface (\$10,800); and E911 Manager Services (\$26,400)
for a participation of \$144,279.50 of the Total Contract Value \$394,279.58; or 37% of the Total Contract Value.

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

Percentage of Participation: 37%

Terms of Payment: Net 30 days

(If more space is needed to fully describe MWBE 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.

By: *Edita Arambulo*
Signature (MWBE) INFORMITY NETWORK LTD.
Edita Arambulo, President
Print Name
Informity Network Ltd.
Firm Name
March 14, 2013
Date

By: *Jason Forehand*
Signature (Prime Bidder/Proposer) REDSKY TECHNOLOGIES INC.
Jason Forehand, Vice President
Print Name
RedSky Technologies Inc.
Firm Name
March 14, 2013
Date

Subscribed and sworn before me

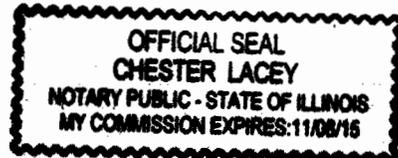
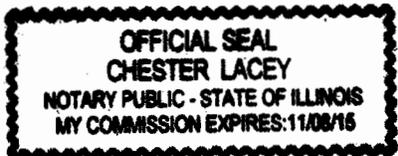
this 14 day of March, 2013

Notary Public *Chester Lacey*
SEAL

Subscribed and sworn before me

this 14th day of March, 2013

Notary Public *Chester Lacey*
SEAL



Cook County Government

Office of Contract Compliance

certifies that the criteria for certification as a

Minority & Women Business Enterprise
has been met by
Informity Network, Ltd.

Consulting Services: Telecommunications; Project Management; Network Design and Installation

Regular Dealer: Telephone Equipment & Supplies

Issued Date: June 15, 2012

No-Change Due: June 15, 2013

NIGP Code(s): 83800 & 91895

Ethnicity Code: 9

County: Cook


LaVerne Hall
Contract Compliance Director

CERTIFICATIONS (SECTION 4)

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

A. PERSONS AND ENTITIES SUBJECT TO DISQUALIFICATION

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

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

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

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

B. BID-RIGGING OR BID ROTATING

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

C. DRUG FREE WORKPLACE ACT

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

D. DELINQUENCY IN PAYMENT OF TAXES

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

E. HUMAN RIGHTS ORDINANCE

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

F. ILLINOIS HUMAN RIGHTS ACT

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

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

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

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

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

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

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

REQUIRED DISCLOSURES (SECTION 5)

1. DISCLOSURE OF LOBBYIST CONTACTS

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

Name	Address
	N/A

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

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

a) Is Bidder a "Local Business" as defined above?
Yes: No:

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

925 W. Chicago Ave. Suite 300
Chicago, IL 60642

c) Does Bidder employ the majority of its regular full-time workforce within Cook County?
Yes: No:

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

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

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

4. REAL ESTATE OWNERSHIP DISCLOSURES.

The Undersigned must indicate by checking the appropriate provision below and providing all required information that either:

- a) The following is a complete list of all real estate owned by the Undersigned in Cook County:

PERMANENT INDEX NUMBER(S): _____

(ATTACH SHEET IF NECESSARY TO LIST ADDITIONAL INDEX NUMBERS)

OR:

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

5. EXCEPTIONS TO CERTIFICATIONS OR DISCLOSURES.

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

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

COOK COUNTY DISCLOSURE OF OWNERSHIP INTEREST STATEMENT

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

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

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

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

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

This Disclosure of Ownership Interest Statement must be submitted by :

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

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

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

This Statement is an: Original Statement or Amended Statement

Identifying Information:

Name Red Sky Technologies Inc/D/B/A: EIN NO.: 364038335

Street Address: 925 W. Chicago Ave. Suite 300

City: Chicago State: IL Zip Code: 60642

Phone No.: 312-432-4300

Form of Legal Entity:

Sole Proprietor Partnership Corporation Trustee of Land Trust

Business Trust Estate Association Joint Venture

Other (describe) _____

Ownership Interest Declaration:

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

Name	Address	Percentage Interest in Applicant/Holder
Anthony Maier	925 W. Chicago Ave Ste 300 Chicago IL 60642	40.7%
Nicholas Maier	925 W. Chicago Ave Ste 300 Chicago IL 60642	7.18%
John Abernathy	53 W. Jackson Blvd. Ste. 715 Chicago, IL 60604	21.05%
Robert O'Brien	One American Square, Ste. 2850 Indianapolis, IN 46282	21.05%

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

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

3. Is the Applicant constructively controlled by another person or Legal Entity? [] Yes [] No
 If yes, state the name, address and percentage of beneficial interest of such person or legal entity, and the relationship under which such control is being or may be exercised.

Name	Address	Percentage of Beneficial Interest	Relationship

Declaration (check the applicable box):

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

[] I state under oath that the Holder has withheld no disclosure as to ownership interest nor reserved any information required to be disclosed.

ANTHONY MAIER
 Name of Authorized Applicant/Holder Representative (please print or type)
[Signature]
 Signature
tmaier@redskytech.com
 E-mail address

PRESIDENT
 Title
3-14-2013
 Date
312-432-4300
 Phone Number

Subscribed to and sworn before me this 14 day of March 2013

My commission expires: 11/08/2015

x [Signature]
 Notary Public Signature





COOK COUNTY BOARD OF ETHICS

69 W. WASHINGTON STREET, SUITE 3040

CHICAGO, ILLINOIS 60602

312/603-4304

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

FAMILIAL RELATIONSHIP DISCLOSURE PROVISION:

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

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

If you have questions concerning this disclosure requirement, please call the Cook County Board of Ethics at (312) 603-4304.

Note: A current list of contractors doing business with Cook County is available via the Cook County Board of Ethics' website at:

http://www.cookcountygov.com/taxonomy/ethics/Listings/cc_ethics_VendorList_.pdf

DEFINITIONS:

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

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

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

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

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

SWORN FAMILIAL RELATIONSHIP DISCLOSURE FORM

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

Name of Owner/Employee: _____ Title: _____

Business Entity Name: _____ Phone: _____

Business Entity Address: _____

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

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

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

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

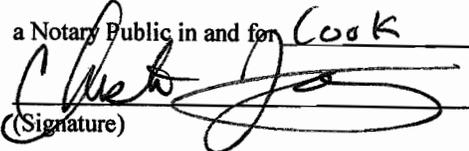
To the best of my knowledge and belief, the information provided above is true and complete.


Owner/Employee's Signature

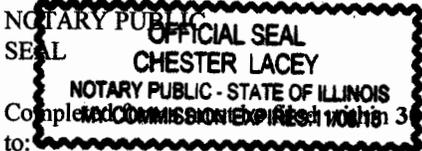
3-14-2013
Date

Subscribe and sworn before me this 14 Day of March, 2013

a Notary Public in and for Cook County


(Signature)

My Commission expires 11/8/2015



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

SIGNATURE BY A SOLE PROPRIETOR
(SECTION 6)

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

BUSINESS NAME: _____

BUSINESS ADDRESS: _____

BUSINESS TELEPHONE: _____ FAX NUMBER: _____

FEIN/SSN: _____

COOK COUNTY BUSINESS REGISTRATION NUMBER: _____

SOLE PROPRIETOR'S SIGNATURE: _____

PRINT NAME: _____

DATE: _____

Subscribed to and sworn before me this

_____ day of _____, 20__.

My commission expires:

X _____
Notary Public Signature

Notary Seal

SIGNATURE BY A 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 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: _____

BUSINESS ADDRESS: _____

BUSINESS TELEPHONE: _____ FAX NUMBER: _____

CONTACT PERSON: _____

FEIN: _____ * CORPORATE FILE NUMBER: _____

MANAGING MEMBER: _____ MANAGING MEMBER: _____

**SIGNATURE OF MANAGER: _____

ATTEST: _____

Subscribed and sworn to before me this

_____ day of _____, 20_____.

X _____
Notary Public Signature

Notary Seal

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

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

SIGNATURE BY A CORPORATION
(SECTION 9)

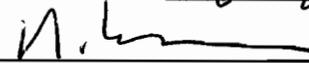
The Undersigned hereby certifies and warrants: that all of the statements, certifications, and representations set forth in this EDS are true, complete and correct; that the Undersigned is in full compliance and will continue to be in compliance throughout the term of the Contract or County Privilege 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: Red Sky Technologies Inc.
BUSINESS ADDRESS: 925 W. Chicago Ave. Suite 300
Chicago, IL 60642
BUSINESS TELEPHONE: 312-432-4300 FAX NUMBER: 312-432-4320
CONTACT PERSON: Matt Ward
FEIN: 364038335 *IL CORPORATE FILE NUMBER: D5846-878-9

LIST THE FOLLOWING CORPORATE OFFICERS:

PRESIDENT: Anthony Maier VICE PRESIDENT: Nicholas Maier
SECRETARY: Nicholas Maier TREASURER: Anthony Maier

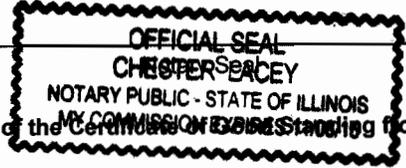
**SIGNATURE OF PRESIDENT: 

ATTEST:  (CORPORATE SECRETARY)

Subscribed and sworn to before me this
14 day of March, 2013

x 
Notary Public Signature

My commission expires: 11/15/2015



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

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
07/26/13

PRODUCER Lamb, Little and Company 309 W Washington St Chicago, IL 60606 Richard A Blumberg	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
	INSURERS AFFORDING COVERAGE	NAIC #
INSURED Red Sky Technologies 925 W Chicago Ave Chicago, IL 60622	INSURER A:	Hartford Casualty Company
	INSURER B:	Scottsdale Insurance Co
	INSURER C:	Hartford Insurance Co
	INSURER D:	Mt Hawley Insurance Co
	INSURER E:	Landmark Insurance Co

COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	x	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC	BCS0028536	08/07/2012	08/07/2013	EACH OCCURENCE	\$1,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$50,000
						MED EXP (Any one person)	\$5,000
						PERSONAL & ADV INJURY	\$1,000,000
						GENERAL AGGREGATE	\$2,000,000
						PRODUCTS - COMP/OP AGG	\$Included
							\$
B	x	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	83UUQRZ1212	08/07/2012	08/07/2013	COMBINED SINGLE LIMIT (Each Occurrence)	\$1,000,000
						BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	\$
C	x	EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$10,000	MXL0370986	08/07/2012	08/07/2013	EACH OCCURENCE	\$4,000,000
						AGGREGATE	\$4,000,000
							\$
							\$
							\$
D	x	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	83WEQNA4537	08/07/2012	08/07/2013	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER	
						E.L. EACH ACCIDENT	\$1,000,000
						E.L. DISEASE - EA EMPLOYEE	\$1,000,000
						E.L. DISEASE - POLICY LIMIT	\$1,000,000
E	x	OTHER Professional Liability	LHR734282	05/28/2013	05/28/2014	Per Claim: 2,000,000	Aggregate: 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Contract #: 13-53-030
 Additional Insured:
 Cook County employees, officials, commissioners

CERTIFICATE HOLDER

Additional Insured:
 Cook County employees, officials, commissioners

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE INSURER AFFORDING COVERAGE WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

COOK COUNTY SIGNATURE PAGE
(SECTION 7)

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



COOK COUNTY CHIEF PROCUREMENT OFFICER

DATED AT CHICAGO, ILLINOIS THIS 29 DAY OF July, 2013

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

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

13-53-030

OR

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

TOTAL AMOUNT OF CONTRACT: \$ 394,279⁵⁸
(DOLLARS AND CENTS)

FUND CHARGEABLE: _____

APPROVED BY THE BOARD OF
COOK COUNTY COMMISSIONERS

JUL 17 2013

COM _____

APPROVED AS TO FORM:



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