

CONTRACT FOR SERVICE

DOCUMENT NO. 13-90-085



ENTERPRISE PROJECT MANAGEMENT PROGRAM  
FOR  
COOK COUNTY OFFICE BUREAU OF TECHNOLOGY

WITH: LMR CONSULTING dba EPM LIVE, a subsidiary of Upland Software

BOARD OF COMMISSIONERS  
COUNTY OF COOK  
TONI PRECKWINKLE, PRESIDENT

ISSUED BY THE  
OFFICE OF THE CHIEF PROCUREMENT OFFICER

REQ# 107628/107582

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 LMR Consulting dba EPM Live, a subsidiary of Upland Software herein after the "Contractor".

WHEREAS, the County is responsible for procuring services 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 an Enterprise Project Management Program.

WHEREAS, the Contractor is able and willing to provide such services, hereafter referred to as the "Contract Services" 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 "1"

II. CONTRACT PERIOD

This Contract shall be effective after proper execution of the contract documents by the County March 17, 2014 through March 16, 2015 with two (2) one (1) year renewal options.

III. PAYMENT

In no case shall such charges exceed the amount of \$133,200.00. 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 Documentation:

1. EXHIBIT 1-VENDOR'S PRICING PROPOSAL AND STATEMENT OF WORK

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**

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**GENERAL CONDITIONS  
SUPPLY/SERVICE**

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**GC-01 SUBCONTRACTING OR ASSIGNMENT OF CONTRACT OR CONTRACT FUNDS**

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

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

Upon the County's 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

**(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;

**(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**

Except for third-party intellectual property infringement claims as set forth in GC-17, the Contractor covenants and agrees to defend, 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 (but only to the extent Contractor fails to defend the County), losses, damages and liabilities incurred or suffered directly or indirectly from or attributable to any third-party claims arising out of or incident to the breach of the Contract by the Contractor, or the negligent acts or omissions of the officers, agents, employees, contractors, subcontractors, licensees or invitees of the Contractor. Except for third-party intellectual property infringement claims, the Contractor's duty to indemnify shall not exceed the Contractor's available limits of insurance or the amount of the Contract as set forth in Exhibit 1.

**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**

**CG-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. Contractor may dispute the decision, but 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 thirty (30) 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.

Except as otherwise stated in GC-05 and GC-17, Contractor's (and its suppliers') entire liability, and the County's exclusive remedy, for any and all claims arising under or in connection with this Agreement or related to any item or service provided under or in connection with this Agreement, regardless of the form of the action (including negligence), whether in breach of warranty, contract, tort, strict liability or otherwise, shall be limited to the amount of the contract as set forth in Exhibit 1.

**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.

Neither party will be liable for any consequential, exemplary, indirect, special or incidental damages, or damages for loss of profits, revenue, data or use, whether in contract or tort, even if the other party has been advised of the possibility of such damages. The foregoing will not apply to either party's breach of its confidentiality obligations, or a party's breach of the other party's intellectual property rights.

**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 Article. Such modifications and amendments shall only be made by mutual agreement in writing.

In the case of Contracts not approved by the Board, the Chief Procurement Officer may amend a contract provided that any such amendment does not extend the Contract by more than one (1) year, and further provided that the total cost of all such amendments does not increase the total amount of the Contract beyond \$150,000. Such action may only be made with the advance written approval of the Chief Procurement Officer. If the amendment extends the Contract beyond one (1) year or increases the total award amount beyond \$150,000, then Board approval will be required.

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

Consultant is hereby notified that, except for modifications and amendments which are made in accordance with this GC-16 Modifications and Amendments, no County department or employee thereof has authority to make any modification or amendment to this Contract.

**GC-17 PATENTS, COPYRIGHTS AND LICENSES**

The Contractor covenants and agrees to (i) defend County against any third party claim that the Software infringes any third party trade secret or United States patent or copyright and (ii) pay the resulting cost and damages finally awarded against County by a court of competent jurisdiction or the amount stated in a written settlement signed by Contractor. The indemnification obligation set forth above is expressly conditioned upon (1) County notifying Contractor in writing within thirty (30) days of receiving notice of such action; (2) Contractor having sole control of the defense and all related settlement negotiations, subject to Illinois law; and (3) County providing Contractor with the assistance, information and authority necessary to perform its obligations under this section. Contractor will have no liability for any claim of infringement based on use of a superseded or altered release of Software if the infringement would have been avoided by the use of a current unaltered release of the Software or if such claim would have been avoided but for Contractor's compliance with specifications provided by County. If the Software is held, or is reasonably believed by Contractor, to infringe the intellectual property rights of a third party, Contractor will have the option, in its sole discretion and at its expense, to (a) modify the Software to be non-infringing (but containing substantially equivalent functionality); (b) obtain for County a license to continue using the Software; or (c) terminate the license for such infringing Software. THIS SECTION STATES COUNTY'S SOLE AND EXCLUSIVE REMEDY AND CONTRACTOR'S ENTIRE LIABILITY FOR THIRD PARTY INFRINGEMENT CLAIMS.

**GC-18 COMPLIANCE WITH THE LAWS**

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

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

**GC-19**            **MINORITY AND WOMEN BUSINESS ENTERPRISES**  
**COOK COUNTY ORDINANCE CHAPTER 10-43.7 PROFESSIONAL AND**  
**CONSULTING SERVICE AND SOLE SOURCE**

**I. POLICY AND GOALS**

- A. It is the policy of the County of Cook to prevent discrimination in the award of or participation in the County contracts and to eliminate arbitrary barriers for participation, as both prime and subcontractors, in such contracts by local businesses certified as Minority Business Enterprises (MBE) and Women- Owned Business Enterprises (WBE). In furtherance of this policy, the Cook County Board of Commissioners has adopted a Minority-and-Women-Owned Business Enterprise Ordinance (the "Ordinance") which establishes a "best efforts" goal of awarding not less than thirty-five percent (35%) of the annual total dollar amount of professional, consulting service and sole source contracts and agreements to certified MBEs and WBEs.
- B. A Proposer may achieve the MBE/WBE participation goals by its status as a MBE or WBE; by entering into a joint venture with one or more MBEs and/or WBEs; by subcontracting a portion of the work to one or more MBEs or WBEs; by entering into a Mentor-Protégé Agreement with a MBE or WBE; by the indirect participation of MBEs or WBEs in other aspects of the Proposer's business; or by a combination of the foregoing.

**GC-19**            **MINORITY AND WOMEN BUSINESS ENTERPRISES**  
**COOK COUNTY ORDINANCE CHAPTER 10-43.7 PROFESSIONAL AND**  
**CONSULTING SERVICE AND SOLE SOURCE (CON'T.)**

- C. A Waiver Request must be submitted with the Proposal, documenting the inability of the Proposer to meet the goals, and providing written evidence of "Good Faith Efforts," to obtain goals.
- D. A Proposer's failure to carry out its MBE/WBE commitments in the course of performance on a contract shall constitute a material breach of the contract, and if such breach is not appropriately cured, may result in the termination of the contract or such other remedies authorized by the Ordinance as the County deems appropriate.

**II. REQUIRED SUBMITTALS**

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

A. **MBE/WBE Participation Documentation**

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

- 1. A **Utilization Plan** identifying all firms intended to be utilized to fulfill the goals;

the MBE/WBE status of each firm; the name, address, e-mail address and telephone number of the contact person for each MBE/WBE firm; the dollar value of the goods and services to be provided by the MBE/WBE firm; and the dollar value expressed as a percentage (%) of the total value of the purposed contract. (See Section I)

2. A **Letter of Intent** for each MBE/WBE containing specific information regarding goods to be provided or services to be performed by the MBE/WBE; the dollar value of the goods or services, the percentage (%) of the dollar value; and the original signatures of the appropriate officer for both the Proposer and the MBE/WBE. (See Exhibit II)
3. Current **Letter of Certification** for each MBE/WBE firm. Acceptable certifying agencies are: Cook County, Illinois Unified Certification Program (IUCP) and U. S. Small Business Administration. (SBA) (8A) or any other governmental body or agency approved by the Contract Compliance Administrator as applying certification standards substantially similar to those applied by the County of Cook may also be accepted.
4. **Waiver/Goal Reduction Petition** must be included at the time of the submission of the Proposal document. Where the Proposer does not include all documentation in support of the Petition at the time of submission, such documentation must be submitted to the Office of Contract Compliance not less than three (3) business days after the submission date.

**GC-19**      **MINORITY AND WOMEN BUSINESS ENTERPRISES**  
**COOK COUNTY ORDINANCE CHAPTER 10-43.7 PROFESSIONAL AND**  
**CONSULTING SERVICE AND SOLE SOURCE (CON'T.)**

The Contract Compliance Administrator retains the right to reject the certification of any MBE or WBE on the ground that it does not meet the County's definition of a MBE or WBE.

B.      **Use of MBE/WBE Professionals**

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

C.      **Affirmative Action Plan**

If applicable, 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:

Administrator  
Cook County Office of Contract Compliance  
118 N. Clark Street – Room 1020  
Chicago, Illinois 60602  
(312)603-5502

**GC-20**            **MATERIAL DATA SAFETY SHEET**

Where required under the Illinois "Toxic Substance Disclosure To Employees Act", Illinois Compiled Statutes, 2002, 820 ILCS 255/1, Contractor shall submit with each delivery of Deliverables, a Material Safety Data Sheet.

**GC-21 CONDUCT OF THE CONTRACTOR**

The Contractor agrees to inform the County on a timely basis of all of the Contractor's interests, if any, which are or which the Contractor reasonably believes may be incompatible with any interest of the County. The Contractor shall take notice of and comply with the Cook County Lobbyist Registration Ordinance (No. 93-0-22, 6-22-93). Neither the Contractor nor any of its employees, agents or subcontractors shall use for business or personal gain, or make other improper use of, confidential information which is acquired in connection with the Contract. To the extent Contractor will have access to the County's protected health information in performing its responsibilities under this Contract, Contractor shall contact the Chief Privacy Officer for the Using Department(s) and shall execute the County's business associate agreement prior to performing any responsibilities which involve access to protected health information.

**GC-22 ACCIDENT REPORTS**

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

**GC-23 USE OF COUNTY PREMISES AND RESOURCES**

Contractor shall confer with the Director of the Using Department to ascertain full knowledge of all rules and regulations of the County facilities relative to this Contract and shall cause all of its employees, agents and subcontractors to comply therewith. The Contractor shall confine the operations of its employees, agents and subcontractors on County premises to the performance of the Contract consistent with limits indicated by laws, ordinances, permits and/or direction of the Director of the Using Department and shall not encumber the premises with materials or debris. In performing the Contract, the Contractor shall not cause or permit a condition that endangers the safety of others and shall not load or permit any part of a structure to be loaded with a weight that will endanger the safety of the structure or any persons.

**GC-24 TERMINATION FOR CONVENIENCE AND SUSPENSION OF CONTRACT**

The County may terminate this Contract, or any portion, at any time by notice in writing from the County to the Contractor. Unless otherwise stated in the notice, the effective date of such termination shall be three business days after the date the notice of termination is mailed by the County. If the County elects to terminate the Contract in full, unless otherwise specified in the notice of termination, the Contractor shall immediately cease performance and shall promptly tender to the County all Deliverables, whether completed or in process. If the County elects to terminate the Contract in part, unless otherwise specified in the notice of partial termination, the Contractor shall immediately cease performance of those portions of the Contract which are terminated and shall promptly tender to the County all Deliverables relating to said portions of the Contract, whether completed or in process. Contractor shall refrain from incurring any further costs with respect to portions of the Contract which are terminated except as specifically approved by the Chief Procurement Officer. In such event, Contractor will be compensated for the work done pursuant to this Agreement, (whether completed or not) up to the termination date.

**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**

**[Intentionally Omitted]**

**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. General Conditions.
2. Exhibit 1 Statement of Work
3. Exhibit 2 Evidence of Insurance/  
Cook County Economic Disclosure Statement  
Execution Pages

**GC-31 CONFIDENTIALITY AND OWNERSHIP OF DOCUMENTS**

Contractor acknowledges and agrees that County Data and 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 County 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 County Data without the prior written approval of County. In the event such approval is given, any such reports published and distributed by Contractor shall be furnished to County without charge.

All documents, data, studies, reports, work product or product created as a result of the performance of the Contract (the "Documents") shall be included in the Deliverables and the County of Cook will have the right to use them as per this Agreement. It shall be a breach of this Contract for the Contractor to reproduce or use any documents, data, studies, reports, work product or product obtained from the County of Cook 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.

All Deliverables created under this Agreement whether made by Contractor, Contractor's subcontractors, Contractor's employees, the County, the County's contractors or employees, or any combination thereof are the property of the County, except for the Contractor IP embodied in the Deliverable. Contractor irrevocably and unconditionally sells, transfers and assigns to County and its designee(s), the entire right, title, and interest in and to all intellectual property rights that it may now or hereafter possess in said Deliverables, and all derivative works thereof, except for the Contractor IP embodied in the Deliverables.

Contractor will retain all right, title and interest in and to all intellectual developed by it: (i) prior to this Agreement, including any templates, (ii) solely for clients other than the County, and (iii) for internal purposes and not yet delivered to any client, including all copyright, patent, trade secret, trademark and other intellectual property rights created by the Contractor in connection with such work (hereinafter the "Contractor IP"). The County acknowledges that its possession, installation or use of Contractor IP will not transfer to it any title to such property.

Except as expressly authorized in herein, the County will not sublicense, rent, provide on a service bureau basis, reverse engineer, decompile or disassemble Contractor IP.

Contractor grants to the County, a fully-paid, royalty-free, non-exclusive, non-transferable, worldwide, irrevocable, perpetual, non-assignable license to use, reproduce, and distribute internally, sublicense to a third party whose use of the License is primarily for the benefit of the County; provided that the third party is not a competitor of EPM Live for purposes of creating, implementing, maintaining or enhancing a Deliverable, and create derivative works based upon Contractor IP, in any media now known or hereafter known, to the extent the same are embodied in the Deliverables, or otherwise required to exploit the Deliverables.

**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**

[Intentionally Omitted]

**GC-42 COUNTY DATA**

For purposes of this Agreement, "County Data" means all data provided by the County to Contractor, provided by third parties to the Contractor for purposes relating to this Agreement, or otherwise encountered

by Contractor for purposes relating to this Agreement, including, without limitation, all data sent to Contractor by the County and/or stored by Contractor on any media relating to the Agreement, including metadata about such data. To the extent there is any uncertainty as to whether any data constitutes County Data, the data in question shall be treated as County Data.

County Data, or any derivatives thereof, provided to Contractor or contained in any Contractor repository shall be and remain the sole and exclusive property of the County. Data created or collected from a third party on behalf of the County by the Contractor as part of this Agreement, shall become the property of the County. Contractor is provided a license to County Data hereunder for the sole and exclusive purpose of providing services under this agreement, including a limited non-exclusive, non-transferable license to store, record, transmit, and display County Data only to the extent necessary in the provisioning of the services under this agreement. Except for approved subcontractors, Contractor is prohibited from disclosing County Data to any third party without prior, specific written approval from the County. Contractor shall not use the County Data for any purpose other than that of rendering the Services under this Agreement, nor sell, assign, lease, dispose of or otherwise exploit County Data. Contractor shall not possess or assert any lien or other right against or to County Data.

All County Data, both in motion and at rest, shall be stored only within the continental United States.

#### **GC-43 DATA SECURITY AND CONFIDENTIALITY**

Contractor shall implement appropriate measures designed to ensure the confidentiality and security of County Data, protect against any anticipated hazards or threats to the integrity or security of such information, protect against unauthorized access or disclosure of information, and prevent any other action that could result in substantial harm to the County or an individual identified with the data or information in Contractor's custody. County Data shall only be utilized on a need-to-know basis for the purposes of performing Contractor's obligations under this agreement. The confidentiality obligations set forth in this agreement shall survive the duration of this Agreement and continue indefinitely.

Contractor agrees, upon request, to furnish to the County with a description of the steps Contractor has taken to prevent unauthorized access to, use of or disclosure of County Data. Contractor agrees to allow representatives of the County access to Contractor's and its subcontractor's premises where County Data is kept for the purpose of inspective security (physical and electronic) arrangements.

#### **GC-44 SECURITY AND PRIVACY FOR APPLICATION DEVELOPMENT**

Contractor shall tender the Deliverables according to industry best practices and in a manner that reasonably protects the security, confidentiality and privacy of County Data and any individuals who may be considered data subjects as to the County, Deliverables, or County Data. At a minimum, and not to the exclusion of any industry best practice, Contractor shall tender the Deliverables in conformance with the following standards where technologically applicable: Microsoft Secure Coding Guidelines for the .NET Framework, CERT Secure Coding Standards, and OWASP Secure Coding Principles. Furthermore, Contractor's coding practices shall follow the principles of privacy by design and the Federal Trade Commission's Fair Information Practice Principles.

#### **END OF SECTION**



# CERTIFICATE OF LIABILITY INSURANCE

 DATE (MM/DD/YYYY)  
03/25/2014

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

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

<b>PRODUCER</b> Willis of Texas, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	<b>CONTACT NAME:</b> PHONE (A/C No, Ext): 1-877-945-7378      FAX (A/C, No): 1-888-467-2378 E-MAIL ADDRESS: certificates@willis.com	
	<b>INSURER(S) AFFORDING COVERAGE</b> <b>NAIC #</b>	
<b>INSURED</b> LMR Solutions, LLC dba EFM Live 401 Congress Avenue Suite 2950 Austin, TX 78701	<b>INSURER A:</b> Travelers Indemnity Co. of America      25666	
	<b>INSURER B:</b> Travelers Property Casualty Insurance Company      36161	
	<b>INSURER C:</b> Illinois Union Insurance Company      27960	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
<b>INSURER F:</b>		

**COVERAGES**      **CERTIFICATE NUMBER:** W259746      **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>GENERAL LIABILITY</b>	Y	6304D613742	08/01/2013	08/01/2014	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					MED EXP (Any one person) \$ 10,000
						PERSONAL & ADV INJURY \$ 1,000,000
						GENERAL AGGREGATE \$ 2,000,000
						PRODUCTS - COM/OP AGG \$ 2,000,000
						GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC
B	<b>AUTOMOBILE LIABILITY</b>		BA4D617372	08/01/2013	08/01/2014	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO					BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS					BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS					PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					\$
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b>		CUP7113P271	08/01/2013	08/01/2014	EACH OCCURRENCE \$ 5,000,000
	<input type="checkbox"/> <b>EXCESS LIAB</b>					AGGREGATE \$ 5,000,000
	<input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$10,000					\$
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>	Y/N N N/A	UB3D652269	08/01/2013	08/01/2014	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)					E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
						E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	<b>Tech Errors &amp; Omissions Liability</b> <b>Network Security and Privacy</b>		EON G25652228 002	04/11/2013	08/01/2014	\$6,000,000 Limit/\$50,000 Retention \$6,000,000 Limit/\$50,000 Retention

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

Named Insureds include:  
 AEK Advanced Graphics Systems, Inc.  
 Clickability, Inc.  
 ComSci Inc.  
 ComSci, LLC

## CERTIFICATE HOLDER

Cook County Illinois Government  
 118 N. Clark Street  
 Chicago, IL 60602

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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EXHIBIT"1"

VENDOR'S PRICING PROPOSAL  
AND STATEMENT OF WORK

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 13-90-085 for an Enterprise Project Management Program for Cook County Bureau of Technology, 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.	JOB	1	BUSINESS STRATEGY WORKSHOP AS PER EXHIBIT "1" HEREIN.  <b>SUB-TOTAL \$13,200.00</b>
2.	HOUR	120	CONSULTING SERVICES AS PER EXHIBIT "1" HEREIN.  \$160.00/HOUR  <b>SUB-TOTAL: \$19,200.00</b>
3.	HOUR	150	NEW DEPARTMENT CONFIGURATION SERVICES AS PER EXHIBIT "1" HEREIN.  \$160.00/HOUR  <b>SUB-TOTAL: \$24,000.00</b>
4.	HOUR	40	DEVELOPMENT/TESTING (QA) ENVIRONMENT INSTALLATION SUPPORT SERVICES AS PER EXHIBIT "1" HEREIN.  \$160.00/HOUR  <b>SUB-TOTAL \$6,400.00</b>

5.	HOUR	60	WORKFLOW CONFIGURATION SERVICES AS PER EXHIBIT "1" HEREIN.  \$160.00/HOUR  <b>SUB-TOTAL: \$9,600.00</b>
6.	HOUR	80	OTHER CONFIGURATION SERVICES AS PER EXHIBIT "1" HEREIN.  \$160.00/HOUR  <b>SUB-TOTAL: \$12,800.00</b>
7.	HOUR	40	OTHER SUPPORT SERVICES AS PER EXHIBIT "1" HEREIN.  \$160.00/HOUR  <b>SUB-TOTAL: \$6,400.00</b>
8.	HOUR	80	AS-BUILT CONFIGURATION SPECIFICATIONS AS PER EXHIBIT "1" HEREIN.  \$160.00/HOUR  <b>SUB-TOTAL: \$12,800.00</b>
9.	HOUR	80	POST-IMPLEMENTATION CONSULTING SUPPORT AS PER EXHIBIT "1" HEREIN.  \$160.00/HOUR  <b>SUB-TOTAL: \$12,800.00</b>

10.

HOUR

100

PROJECT CONTROL  
AS PER EXHIBIT "1" HEREIN.

\$160.00/HOUR

**SUB-TOTAL: \$16,000.00**

**GRAND TOTAL: \$133,200.00**

**EXHIBIT 1 - STATEMENT OF WORK**

This Statement of Work (SOW) is for services related to the EPM Live Enterprise Edition (PortfolioEngine) deployment at the Cook County Bureau of Technology (BOT). The following table represents the services that will be provided, not to exceed \$133,200, and the attached Schedules provide further information on their scope. This SOW is governed by the General Conditions Supply/Service dated March 17, 2014 between LMR Consulting, dba EPM Live, a subsidiary of Upland Software and Cook County Board of Commissioners.

**Fees and Payment Terms:**

Requested Services	Est. Quantity	Unit Rate	Cost
<p><b>Business Strategy Workshop (BSW)</b></p> <ul style="list-style-type: none"> <li>• This EPM Business Strategy Workshop (BSW) will consist of envisioning, requirements gathering, project and solution scoping and business process assessment to support the implementation of an EPM Live environment. This execution will enable the Cook County BOT to effectively scope the effort, timeline and expected benefits for the development, stabilization, training and support phases of an EPM Live deployment.</li> <li>• Refer to Schedule A for further information. EPM Live will provide the BSW services on a fixed price basis of \$13,200, which includes up to a 3-day onsite workshop led by a senior consultant and includes defined deliverables. Travel and related expenses shall be the consultant's responsibility for the fixed price BSW of \$13,200.</li> <li>• Other topics to be discussed in the BSW are: <ul style="list-style-type: none"> <li>○ Team Foundation Server (TFS) Integration</li> <li>○ IT Engine</li> </ul> </li> <li>• <b>Deliverables:</b> As a result of the EPM Business Strategy Workshop, your organization will receive an EPM Value Brief that will include the following: <ul style="list-style-type: none"> <li>○ <i>EPM Deployment Roadmap</i></li> <li>○ <i>Total Cost of Ownership Evaluation</i></li> <li>○ <i>Implementation Stages with Critical Deployment Milestones</i></li> <li>○ <i>Customer and Partner Resource Requirements</i></li> <li>○ <i>High-level EPM System Architecture</i></li> </ul> </li> </ul>	1 Unit	\$13,200	\$13,200
<p><b>Consulting Services</b></p> <ul style="list-style-type: none"> <li>• <b>EPM Live 4.3x Upgrade/Migration Services</b> – includes the upgrade of the existing Cook County BOT EPM Live implementation to the latest EPM Live version (4.4.x).</li> </ul>	120 hrs	\$160	\$19,200



Requested Services	Est. Quantity	Unit Rate	Cost
<p>Development\Testing (QA) server; the actual scope and effort required to complete the installation services will be determined once the pre-installation requirements are completed and the environment is assessed. Upon the County's approval, the installation services may include the following, if necessary:</p> <ul style="list-style-type: none"> <li>○ <i>Install and validate connection between SharePoint and EPM Live, and adjust as necessary</i></li> <li>○ <i>Install and validate ActiveX controls, and adjust as necessary</i></li> <li>○ <i>Install and validate the connection of Microsoft Project and SharePoint, and adjust as necessary</i></li> <li>○ <i>Validate SQL permissions, and adjust as necessary</i></li> <li>○ <i>Validate NT accounts and permissions, and adjust as necessary</i></li> <li>○ <i>Validate Internet Explorer Permissions, and adjust as necessary</i></li> <li>○ <b>Deliverables:</b> EPM Live version 4.4.x installed onto a new Cook County BOT Development/Testing (QA) server</li> </ul>			
<ul style="list-style-type: none"> <li>● <b>Workflow Configuration Services</b> – includes the facilitation of requirement gathering sessions to gather workflow requirements and design solutions, the development of workflows using SharePoint Designer, and the testing and deployment of the workflows; the actual scope and effort required to complete the workflow configuration services will be determined once the requirements are further detailed and defined; estimate assumes 3 planned workflows.</li> </ul>	60 hrs	\$160	\$9,600
<ul style="list-style-type: none"> <li>○ <b>Deliverables:</b> workflow requirements; developed workflows; validated scope and level of effort.</li> <li>● <b>Other Configuration Services</b> – includes the facilitation of requirement gathering sessions to gather requirements and design solutions, and the configuration per design; the actual scope and effort required to complete the additional configuration services will be determined once the requirements are further detailed and defined. Per the Cook County BOT's request, the following services will be provided (refer to <i>Schedule B</i> for additional information on some of the additional configuration services). <ul style="list-style-type: none"> <li>○ <i>Resource Planner Configuration Services</i></li> <li>○ <i>Cost Management Configuration Services</i></li> <li>○ <i>Service Requests App</i></li> </ul> </li> <li>○ <b>Deliverables:</b> configuration requirements;</li> </ul>	80 hrs	\$160	\$12,800



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Requested Services	Est. Quantity	Unit Rate	Cost
<p>configurations per design; validated scope and level of effort.</p>			
<p><b>Other Support Services</b></p>			
<ul style="list-style-type: none"> <li>• <b>Miscellaneous Support Issues and Services</b> <ul style="list-style-type: none"> <li>○ <i>Site Collection Configuration Document</i> – includes the modification of the EPM Live Application Data Fields spreadsheet to show the default configuration and the customizations (new/changed fields, etc) made to the Cook County BOT implementation. This document is to be maintained by the Cook County BOT SCA, after delivery.</li> <li>○ <i>Removal of InfoPath Forms</i> – includes the removal of the InfoPath form and the use of the standard SharePoint form. Also includes the changing of to 2 columns to a Cascading Lookup. The standard v4.3 product does not utilize InfoPath forms, so making this change would follow the current best practices.</li> <li>○ <i>Security Issue Resolution and Configuration</i> - includes the assessment of the existing issue, providing resolution recommendations, and supporting the resolution, depending on the results of the assessment.</li> </ul> </li> </ul>	40 hrs	\$160	\$6,400
<ul style="list-style-type: none"> <li>• <b>As-Built Configuration Specifications</b> – includes the validation of the original post-design configuration documents versus the as-built configurations, and the development of As-Built Configuration Specification documents. The actual scope and effort required to complete the configuration will be determined once the requirements are further detailed and defined. <ul style="list-style-type: none"> <li>○ <b>Deliverables:</b> As-Built Configuration Specification documents; validated scope and level of effort.</li> </ul> </li> </ul>	80 hrs	\$160	\$12,800
<ul style="list-style-type: none"> <li>• <b>Post-Implementation Consulting Support</b> - Consulting support hours on an as needed basis for the operation of the EPM Live environment(s); includes analysis of client application or environment for purposes of client requested functionality, customization options and/or recommendations, or for purposes of repairing client-side broken functionality. Also includes providing consulting support related to the best practices on the use and administration of EPM Live.</li> </ul>	80 hrs	\$160	\$12,800



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Requested Services	Est. Quantity	Unit Rate	Cost
<ul style="list-style-type: none"> <li>• <b>Project Control</b> - Planning and Tracking Review Tasks/ Deliverable Acceptance Review Tasks. <ul style="list-style-type: none"> <li>○ <b>Deliverables:</b> project schedule and status updates.</li> </ul> </li> </ul>	100 hrs	\$160	\$16,000
<b>Total (NOT TO EXCEED)</b>	<b>750 hrs</b>		<b>\$133,200</b>

For questions or changes regarding this quote, please contact Manny Levy, Customer Success Manager, at [imlevy@epmlive.com](mailto:imlevy@epmlive.com), or Deborah West, Account Manager, at [dwest@epmlive.com](mailto:dwest@epmlive.com). The above rates are guaranteed for only 30 working days after the date of this document and are subject to change thereafter.

Except for the BSW, EPM Live will perform the services on a **Time and Material** basis, at an hourly rate of \$160 per hour. EPM Live may issue an invoice to the County for the BSW (i.e., \$13,200) upon the County's acceptance of EPM Live's tendered BSW. All time and materials invoices shall be issued by the second week of each month for work completed during the prior month. All fees are due and payable upon receipt of invoice. Invoices shall be paid within forty-five (45) days. Please note that any consulting support hours not utilized for the intended task can be applied to other tasks that require additional consulting support hours, on-going consulting support, and/or additional requested services not included in the above scope. EPM Live shall not perform any Services relating to this Agreement totaling more than the amount specified herein except as permitted by GC-16 (Modifications and Amendments) to this Agreement.

**Period of Performance**

The period of performance for this Agreement shall be a 2 year base period followed by two (2) one (1) year option periods. EPM Live anticipates the main implementation and testing tasks to be completed in the base period with ongoing consulting support being provided by the contractor in the option years.

**Change Control:**

EPM Live considers change control to be a standard component of all engagements that we undertake. Change control includes changes to project scope and / or deliverables from the original project plan. Other project impacts, such as lost time due to emergencies, software errors in licensed software or unplanned absences of key personnel, can also effect the time required to complete the work and/or the quality of the deliverables.

EPM Live has a formal change control process that uses a Change Order (CO) form to document and authorize changes. Scope changes beyond the original services listed above will be presented first for authorization to estimate the impact (i.e., deliverables / schedule / cost) and then to authorize the agreed upon scope change along with the associated schedule and cost adjustment. Project impacts due to lost time or unavailability of key resources that may impact the project scope, schedule or



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deliverables will be documented for decision(s) when changes to original time/cost estimates may be warranted. A Cook County Bureau of Technology signature is required on all CO forms that are in scope to this Agreement; CO forms out of scope or that extend the cost of this Agreement shall meet the requirements of GC-16 (Modifications and Agreements) of this Agreement.



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## Schedule A: Business Strategy Workshop Statement of Work

### 1.0 Executive Overview

The **Enterprise Project Management (EPM) Business Strategy Workshop** is a program developed to provide your organization with the tools, expertise and assistance needed to build your EPM Business Strategy and Deployment Plan. This workshop provides your organization with all the workings of a business plan to help your organization successfully deploy an EPM Live Solution.

In this workshop style consulting engagement, EPM Live will assist your organization in understanding the true capabilities of the EPM Live solution and mapping those capabilities to your unique business requirements. The intent is to build a successful EPM business strategy and develop a successful deployment roadmap that will fit your organizations Project Management readiness and investment needs.

A successful implementation of EPM Live in your organization involves more than simply deploying the technology. While the EPM Live technology platform provide a rich set of project management features, an organization has to carefully plan a solution deployment before simply installing the software in your technology environment.

### 2.0 Workshop Outline

This **EPM Business Strategy Workshop** will consist of envisioning, requirements gathering, project and solution scoping and business process assessment to support the implementation of an EPM Live environment. This execution will enable your organization to effectively scope the effort, timeline and expected benefits for the development, stabilization, training and support phases of an EPM Live deployment.

As a result of the EPM Business Strategy Workshop, your organization will receive an EPM Value Brief that will include the following:

- EPM Deployment Roadmap
- Total Cost of Ownership Evaluation
- Implementation Stages with Critical Deployment Milestones
- Customer and Partner Resource Requirements
- High-level EPM System Architecture

#### *Envisioning*

The envisioning portion of the **EPM Business Strategy Workshop** addresses one of the most fundamental requirements for project success—unification of the project team behind a common vision. The team must have a clear vision of what it wants to accomplish. Envisioning, by creating a high-level view of the project's goals and constraints, will serve as an early form of planning; it sets the stage for the more formal planning process that will immediately follow.

### **Requirements Gathering**

The requirements gathering portion of the **EPM Business Strategy Workshop** clarifies the business vision for the resulting system and defines the business goals and objectives to ensure that the resulting EPM solution effectively addresses the business' needs. To accomplish this, your EPM Solutions Specialist will capture all requirements needed to design the EPM Solution that best aligns with your organization's vision, business needs and culture. Topics addressed in the definition workshop include but may not be limited to:

- Demand Management
  - Proposal Management
  - Work Request
  - Idea Management
- Portfolio Management
  - Work Prioritization
  - Workload & Capacity Planning
  - What-If Modeling
  - Portfolio Analysis
- Project Management
  - Schedule Management
  - Resource Management
  - Task Status Tracking
  - Budget & Cost Tracking
- Collaboration
  - Issue & Risk Management
  - Document Management
  - Change Management
  - Project Communication, Collaboration and Workflow
- Reporting & Analysis

## **3.0 Deliverables and Benefits**

EPM Live will provide the following deliverables:

- 1) Envisioning / Planning Deliverable(s):**
  - One (3) Day EPM Business Strategy Workshop (expected to be delivered onsite)
- 2) EPM Business Strategy Workshop Deliverable(s):**
  - One (1) EPM Value Brief Presentation (PowerPoint)
  - One (1) Estimate of Effort and Cost for an Implementation (Word and/or Excel)
  - One (1) Implementation Project Schedule (MS Project)

Your organization can expect to achieve the following benefits as a direct result of the EPM Business Strategy Workshop:

- Define an EPM Solution Business Case
- Build an EPM Value Brief Aligned with your Organizational Needs
- Understand the Total Cost of Ownership
- Minimize Deployment Risks and Avoid Unnecessary Costs

- Maximize your ROI by Leveraging Best Practices

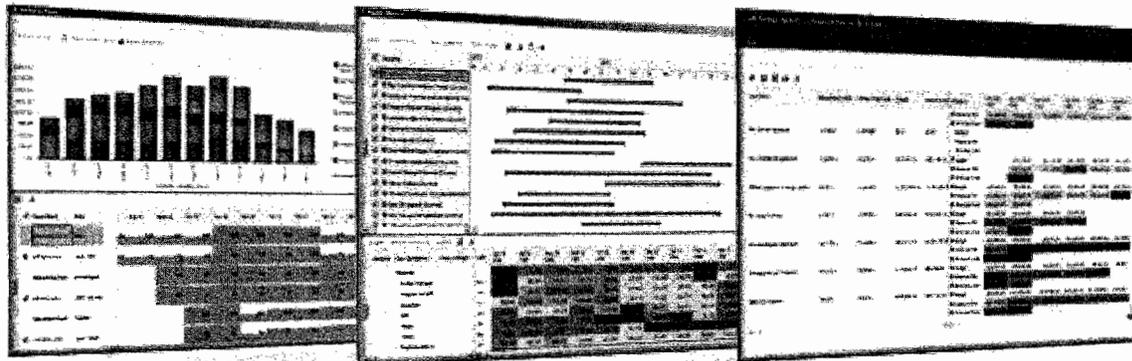
## **Schedule B: EPM Live Quick Start Build to Order Deployment Services Statement of Work**

### ***Introduction***

EPM Live is pleased to provide a proposal to assist and guide Cook County BOT through a Quick Start deployment of a project and work management solution that will allow them to improve project management and team collaboration.

Enterprise Project Management (EPM) is a coordinated organizational approach to achieving business goals through a continual nucleus of projects and processes which include strategic initiatives, operational improvements, business transformation activities and traditional development projects. EPM Live's product offerings are helping over 5,000 organizations simplify and become more effective at delivering projects successfully, optimizing resource utilization, and selecting the right work for the most profitable portfolio. Designed with usability in mind, EPM Live creates efficiencies and empowers resources to work smart and get more work done.

EPM Live ensures that your business manages projects and work at peak efficiency. EPM Live is a SharePoint-based Enterprise Project, Portfolio, and Work Management solution that empowers executives to make critical business decisions with confidence. EPM Live helps organizations increase productivity by improving visibility, execution and collaboration on all types of work.



### ***Deployment Services***

EPM Live consultants bring best practices from thousands of successful implementations. The EPM Live consulting teams are composed of experts with proven track records, first-hand knowledge, and passion to ensure your success. Our team of certified professionals has direct access to EPM Live's product and development teams.

As part of the Quick Start Build to Order Deployment Services, EPM Live will provide a Build to Order (BTO) questionnaire, for completion by Cook County BOT. The BTO questionnaire is the most cost-effective approach to quickly enable a configured EPM Live environment. The BTO approach created by EPM Live is an innovative approach utilizing industry best practices to accelerate configuration and leverage key system capabilities to design the solution that fits the Cook County BOT organization.

The purpose of the BTO questionnaire is to effectively understand how Cook County BOT's EPM Live system should be configured by way of commonly used features and capabilities in conjunction with Cook County BOT's business specific structure. A meeting will be conducted to gather the adjustments to the pre-configured solution using an abbreviated "Build to Order" specification.

The following table represents the parameters of the Quick Start deployment services:

<b>What's included:</b>	<b>Quick Start Details</b>
Project Center	<ul style="list-style-type: none"> <li>- Modify up to four (4) existing fields and two (2) existing views</li> <li>- Add one notification approval workflow</li> </ul>
Project Schedule Templates	<ul style="list-style-type: none"> <li>- Add up to four (4) Project Schedule templates in the Project Schedules Library</li> </ul>
Security	<ul style="list-style-type: none"> <li>- Out of the Box Permission Groups to account for Team Members, Project Managers, Resource Managers, Executives, Portfolio Managers, Administrators and Visitors</li> </ul>
Resource Roles	<ul style="list-style-type: none"> <li>- Add/Modify up to ten (10) existing Roles</li> </ul>
Cost Categories	<ul style="list-style-type: none"> <li>- Add/Modify up to ten (10) cost categories</li> <li>* Note, a two tier hierarchy is included with the Quick Start</li> </ul>
Departments	<ul style="list-style-type: none"> <li>- Add/Modify up to ten (10) Departments</li> <li>* Note, a single hierarchy is included with the Quick Start</li> </ul>
Cost Type	<ul style="list-style-type: none"> <li>- Modify up to three (3) existing Cost Types for Budget, Actuals and Benefits</li> </ul>
Resource Center	<ul style="list-style-type: none"> <li>- Modify up to two (2) attributes</li> <li>- Populate 25 Resources into Resource Pool</li> </ul>
Calendar	<ul style="list-style-type: none"> <li>- One (1) existing Monthly Calendar</li> </ul>
Communities	<ul style="list-style-type: none"> <li>- Out of the Box communities for Projects and My Workplace</li> </ul>
Add up to 7 Apps	<ul style="list-style-type: none"> <li>- The following apps are included in the Quick Start BTO: Projects, Project Tasks, Project Issues, and Resources</li> <li>- In addition, you have the option to add the following Apps to your solution: Timesheets, Project Cost Planning, Project Resource Planning, Project Changes, Project Risks, Project Programs, Project Portfolio, Service Management, Project Prioritization</li> </ul>



by upland

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### **Installation Services**

EPM Live will install EPM Live's SharePoint-based enterprise project management suite on the local Cook County BOT server infrastructure identified in this table:

<b>SharePoint version:</b>	SharePoint Server 2010
<b>Implementation type:</b>	On Premise
<b>Number of users (Initial and longer term):</b>	200 or as otherwise purchased by Cook County
<b>Annual number of projects:</b>	500 estimated or as otherwise required by the County
<b>Deployment environment(s):</b>	3 estimated (production, test, and development) or as otherwise required by the County
<b>Number of Web Front Ends per environment:</b>	1 estimated or as otherwise required by the County

The following installation services will be provided based on the included installation hours.

- Install and validate connection between SharePoint and EPM Live, and adjust as necessary
- Install and validate ActiveX controls, and adjust as necessary
- Install and validate the connection of Microsoft Project and SharePoint, and adjust as necessary
- Validate SQL permissions, and adjust as necessary
- Validate NT accounts and permissions, and adjust as necessary
- Validate Internet Explorer Permissions, and adjust as necessary

EPM Live is not responsible for client infrastructure. It is the client's responsibility to have their SharePoint Farm fully functional prior to the EPM Live installation.



**ADDITIONAL REMARKS SCHEDULE**

<b>AGENCY</b> Willis of Texas, Inc.		<b>NAMED INSURED</b> LMR Solutions, LLC dba EPM Live 401 Congress Avenue Suite 2950 Austin, TX 78701	
<b>POLICY NUMBER</b> See Page 1		<b>EFFECTIVE DATE:</b> See Page 1	
<b>CARRIER</b> See Page 1	<b>NAIC CODE</b> See Page 1		

**ADDITIONAL REMARKS**

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,**

**FORM NUMBER:** 25 **FORM TITLE:** Certificate of Liability Insurance

FileBound Solutions of Florida, Inc.  
 LMR Solutions, LLC; EPM Live dba acquisition  
 Marex Group, Inc.  
 Nighthawk Acquisition Corp.  
 Powersteering Software, Inc.  
 Silverback Enterprise Group, Inc.  
 Silverback One Merger Corp.  
 Silverback Two Canada Merger Corp.  
 Tenrox Ltd  
 Tenrox, Inc.  
 Upland Software, Inc.  
 Visionael Corporation  
 FileBound Solutions, Inc.

Certificate Holder is included as an Additional Insured as respects to General Liability as required by written contract.

**ECONOMIC DISCLOSURE STATEMENT  
AND EXECUTION DOCUMENT  
INDEX**

<b>Section</b>	<b>Description</b>	<b>Pages</b>
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 14a/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.cookclerk.com/subordinances.asp>). This page can also be accessed by going to [www.cookclerk.com](http://www.cookclerk.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 6040, Chicago, IL 60602) or visit our web site at [www.cookcountygov.com](http://www.cookcountygov.com) and go to the Ethics Department link. The Bidder must comply fully with the applicable ordinances.

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

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

FULL MBE WAIVER                       FULL WBE WAIVER

REDUCTION (PARTIAL MBE and/or WBE PARTICIPATION)

\_\_\_\_\_ % of Reduction for MBE Participation  
\_\_\_\_\_ % of Reduction for WBE Participation

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

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

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

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

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

**D. OTHER RELEVANT INFORMATION**

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



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**PETITION FOR WAIVER OF MBE/WBE PARTICIPATION  
SUPPORTING DOCUMENTATION**

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

- FULL MBE/WBE WAIVER

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

- EPM Live is the sole-source provider of the EPM Live Professional (WorkEngine) and Enterprise (PortfolioEngine) software applications in the commercial, and state, local, and federal governments marketplaces. EPM Live is also the sole-source provider of software maintenance (annual renewal of technical support and EPM Live software updates/upgrades) for all EPM Live products. In an effort to diversify in the commercial, state, local, and federal government marketplace, EPM Live has authorized a small number of companies to act as resellers and implementers of EPM Live products. In general, EPM Live Partners are trained to ONLY deliver application configuration services. Most Partners are not trained to undertake installation and infrastructure support services (i.e. troubleshooting of existing EPM Live databases). With respect to the latest EPM Live software release (5.0), currently there are no trained partners that can perform installation and infrastructure support services at the same level as the EPM Live staff, and only a few that have completed the necessary training to deliver configuration and other related consulting services.
- Because the Cook County, IL Office of Contract Compliance online Directory of Certified Vendors is under reconstruction and not available, every effort was made to search other online sources (i.e. [www.prismcompliance.com](http://www.prismcompliance.com)) for Cook County MBE/WBE-certified vendors that would be able to provide consulting services specific to EPM Live, but none were identified.
- As a result, EPM Live solicited the help of one of our original certified Partners, SharePoint Business Solutions, which is located in Springfield, IL, is a Cook County, IL registered vendor, and is a certified SBE with the State of IL, in identifying MBE/WBE-certified vendors that would be able to provide consulting services specific to EPM Live, but none were identified.

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

- EPM Live met with Ms. Lisa Alexander and Ms. Aleatha Easley, on 7/1/13 and 7/23/13, respectively, and received information and guidance on complying with Cook County, IL's MBE/WBE contract requirements.



2382 Faraday, Suite 200, Carlsbad, CA 92008  
Phone (866) 391-3700 Fax (858) 430-4894

- Because the Cook County, IL Office of Contract Compliance online Directory of Certified Vendors is under reconstruction and not available, every effort was made to search other online sources (i.e. [www.prismcompliance.com](http://www.prismcompliance.com)) for Cook County MBE/WBE-certified vendors that would be able to provide consulting services specific to EPM Live, but none were identified.
- As a result, EPM Live solicited the help of one of our original certified Partners, SharePoint Business Solutions, which is located in Springfield, IL, is a Cook County, IL registered vendor, and is a certified SBE with the State of IL, in identifying MBE/WBE-certified vendors that would be able to provide consulting services specific to EPM Live, but none were identified.

**D. OTHER RELEVANT INFORMATION**

- Since no MBE/WBE-certified vendors that would be able to provide consulting services specific to EPM Live were identified, and in an effort to have local vendor participation in the contract, EPM Live entered into a Subcontractor Consulting Agreement with SharePoint Business Solutions (attached), an EPM Live-certified Partner, which is located in Springfield, IL, is a Cook County, IL registered vendor, is a certified SBE with the State of IL, and has recently completed EPM Live Partner Training on the latest release of EPM Live. In addition, SharePoint Business Solutions, Inc. was one of EPM Live's original certified Partners and have provided EPM Live consulting services for the Cook County Treasurer's Office, the Illinois Department of Transportation, and the Illinois Emergency Management Agency.

SharePoint Business Solutions, Inc. was founded in 2007 and provides Microsoft SharePoint consulting services. The following is their mission statement and a description of their services, as stated in their website.



**Mission:** We offer practical solutions for your business or project. Our goal is to simplify the complex, provide solutions that are practical, and implementations that are sooner rather than later.

**Description:** Established in 2007, SharePoint Business Solutions, Inc. had a vision to provide knowledgeable, innovative and unique customer driven solutions. As Microsoft SharePoint was growing into a solution that many companies were implementing, we saw the need to bridge the gap between the out-of-the-box solutions Microsoft SharePoint provided to the actual needs of the customer. By teaming with other partners, SBSI has been able to provide the innovative and unique solutions for you.

## 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:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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:

N/A  
\_\_\_\_\_  
\_\_\_\_\_

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.

**JURAT**

State of California  
County of San Diego

Subscribed and sworn to (or affirmed) before me

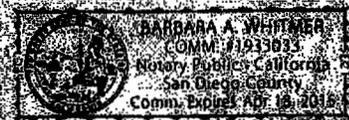
on this 19th day of Feb, 2014

by Joseph Michael Lorscheid

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

Signature Barbara A. Whitmer

Barbara A. Whitmer, Notary Public



Attached to: Affidavit of Child Support  
Jurat

**STAMP**

## 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 this 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 LMR CONSULTING D/B/A EPM LIVE EIN NO. 91-2007846

a subsidiary of URLAND SOFTWARE, INC.

Street Address 2382 FARADAY AVE., SUITE 200

City CARLSBAD

State CA

Zip Code 92008

Phone No. 866-394-3700

### 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
Upland Software, Inc.	401 Congress Avenue, 2950 Austin, Texas 78701	100%

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

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

3. Is the Applicant constructively controlled by another person or Legal Entity?  Yes  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
Same as in part 1			

**Declaration (check the applicable box):**

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

JOE LARSCH EID  
 Name of Authorized Applicant/Holder Representative (please print or type)  
  
 Signature  
jlarscheid@epmlive.com  
 E-mail address

EVP, GENERAL MANAGER  
 Title  
2/19/14  
 Date  
855-4PM-LIVE  
 Phone Number

Subscribed to and sworn before me  
 this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

My commission expires:

X  
 Notary Public Signature

Notary Seal  
See attached Swear

**JURAT**

State of California  
County of San Diego

Subscribed and sworn to (or affirmed) before me

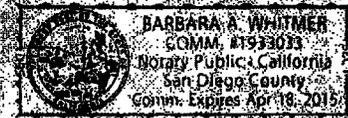
on this 19th day of Feb., 2014

by Joseph Michael Lalscheid

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

Signature Barbara A. Whitmer

Barbara A. Whitmer, Notary Public



Attached to: Ownership Declaration

**STAMP**



## COOK COUNTY BOARD OF ETHICS

69 W. WASHINGTON STREET, SUITE 3040

CHICAGO, ILLINOIS 60602

312/603-4304

312/603-9988 FAX 312/603-1011 TTY/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.cookcounty.gov/taxonomy/ethics/Listings/cc\\_ethics\\_VendorList.pdf](http://www.cookcounty.gov/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: W/A 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.

[Signature] \_\_\_\_\_ Date 2/19/14

Owner/Employee's Signature \_\_\_\_\_ Date \_\_\_\_\_  
Subscribe and sworn before me this \_\_\_\_\_ Day of \_\_\_\_\_, 20\_\_\_\_

a Notary Public in and for \_\_\_\_\_ County

(Signature)

NOTARY PUBLIC  
SEAL

My Commission expires

See attached packet

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

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

**JURAT**

State of California  
County of San Diego

Subscribed and sworn to (or affirmed) before me

on this 19th day of Feb., 2014

by Joseph Michael Larscheid

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

Signature Barbara A. Whitmer

**Barbara A. Whitmer, Notary Public**



Attached to: Familial Relationship  
Disclosure Form

**STAMP**

**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: LMR CONSULTING dba EPM Live, a subsidiary of Upland Software

BUSINESS ADDRESS: 2382 FARADAY Ave., Suite 200, CARLSBAD, CA 92008

BUSINESS TELEPHONE: 855-376-5483 FAX NUMBER: 858-225-0685

CONTACT PERSON: JOE LARSCHIED

FEIN: 91-2007846 \* CORPORATE FILE NUMBER: \_\_\_\_\_

MANAGING MEMBER: JOE LARSCHIED MANAGING MEMBER: \_\_\_\_\_

\*\*SIGNATURE OF MANAGER: 

ATTEST: 

Subscribed and sworn to before me this  
\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

X \_\_\_\_\_  
Notary Public Signature

\_\_\_\_\_  
Notary Seal  
*see attached Jurat*

\* **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.**

**JURAT**

State of California  
County of San Diego

Subscribed and sworn to (or affirmed) before me

on this 19<sup>th</sup> day of Feb, 2014

by Joseph Michael Lorscheid,

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

Signature Barbara A. Whitmer

**Barbara A. Whitmer, Notary Public**



Attached to: Sig by LLC EDS 150

**STAMP**



January 29, 2014

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

Dear Sir/Madam:

I hereby attest that Mr. Joseph Larscheid, Vice President of Strategy at LMR Solutions LLC d/b/a EPM Live, a subsidiary of Upland Software, Inc. ("Company"), is authorized to sign the ECONOMIC DISCLOSURE STATEMENT AND EXECUTION document on behalf of the Company.

If you have any questions or comments regarding this subject, please do not hesitate to contact me.

Best Regards,

Ludwig Melik, President  
Upland Software, Inc.  
Email: [lmelik@uplandsoftware.com](mailto:lmelik@uplandsoftware.com)  
Tel: 450-686-7340

# Delaware

PAGE 1

*The First State*

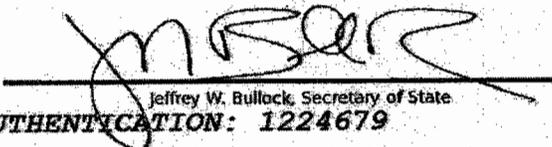
I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY "LMR SOLUTIONS LLC" IS DULY FORMED UNDER THE LAWS OF THE STATE OF DELAWARE AND IS IN GOOD STANDING AND HAS A LEGAL EXISTENCE SO FAR AS THE RECORDS OF THIS OFFICE SHOW, AS OF THE TWENTIETH DAY OF MARCH, A.D. 2014.



3804936 8300

140357428

You may verify this certificate online  
at [corp.delaware.gov/authver.shtml](http://corp.delaware.gov/authver.shtml)

  
Jeffrey W. Bullock, Secretary of State  
AUTHENTICATION: 1224679

DATE: 03-20-14

COOK COUNTY SIGNATURE PAGE  
(SECTION 10)

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

*John G. M*

COOK COUNTY CHIEF PROCUREMENT OFFICER

DATED AT CHICAGO, ILLINOIS THIS 1 DAY OF April, 2014.

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

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

#13-90-085

OR

ITEM(S), SECTION(S), PART(S): \_\_\_\_\_

TOTAL AMOUNT OF CONTRACT: \$ 133,200.00  
(DOLLARS AND CENTS)

FUND CHARGEABLE: \_\_\_\_\_

APPROVED AS TO FORM:

No. + Required

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