

**PROFESSIONAL SERVICES AGREEMENT**  
**CONTRACT NO. 1318-12726**  
**BUILDING PERMIT TRACKING APPLICATION STAGE II**

BETWEEN



COOK COUNTY GOVERNMENT  
Department of Building and Zoning

AND

Pro-West & Associates, Inc.

APPROVED BY BOARD OF  
COOK COUNTY COMMISSIONERS

FEB 19 2014

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**Toni Preckwinkle**  
**President**

**Shannon E. Andrews**  
**Chief Procurement Officer**

## PROFESSIONAL SERVICES AGREEMENT

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| Exhibit 2 | Schedule of Compensation |
| Exhibit 3 | Evidence of Insurance    |
| Exhibit 4 | Board Authorization      |

## AGREEMENT

This Agreement is made and entered into by and between the County of Cook, a public body corporate of the State of Illinois, on behalf of Department of Building and Zoning hereinafter referred to as "County" and Pro-West & Associates, Inc., doing business as a Corporation of the State of Minnesota hereinafter referred to as "Consultant" or "Contractor", pursuant to authorization by the Cook County Board of Commissioners on the 19th day of February, 2014, as evidenced by Board Authorization letter attached hereto as EXHIBIT "4".

## BACKGROUND

*The County of Cook issued a Request for Proposals "RFP" for Building Permit Tracking Application Phase II. Proposals were evaluated in accordance with the evaluation criteria published in the RFP. The Consultant was selected based on the proposal submitted and evaluated by the County representatives.*

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

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

## **TERMS AND CONDITIONS**

### **ARTICLE 1) INCORPORATION OF BACKGROUND**

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

### **ARTICLE 2) DEFINITIONS**

#### **a) Definitions**

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

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

Consultant is obligated to perform those Additional Services and before the County becomes obligated to pay for those Additional Services.

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

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

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

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

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

**b) Interpretation**

- i) The term "**include**" (in all its forms) means "include, without limitation" unless the context clearly states otherwise.
- ii) All references in this Agreement to Articles, Sections or Exhibits, unless otherwise expressed or indicated are to the Articles, Sections or Exhibits of this Agreement.
- iii) Words importing persons include firms, associations, partnerships, trusts, corporations and other legal entities, including public bodies, as well as natural persons.
- iv) Any headings preceding the text of the Articles and Sections of this Agreement, and any table of contents or marginal notes appended to it, are solely for convenience or reference and do not constitute a part of this Agreement, nor do they affect the meaning, construction or effect of this Agreement.
- v) Words importing the singular include the plural and vice versa. Words of the masculine gender include the correlative words of the feminine and neuter genders.
- vi) All references to a number of days mean calendar days, unless expressly indicated otherwise.

**c) Incorporation of Exhibits**

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

|           |                          |
|-----------|--------------------------|
| Exhibit 1 | Scope of Services        |
| Exhibit 2 | Schedule of Compensation |
| Exhibit 3 | Evidence of Insurance    |
| Exhibit 4 | Board Authorization      |

**ARTICLE 3) DUTIES AND RESPONSIBILITIES OF CONSULTANT**

**a) Scope of Services**

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

**b) Deliverables**

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

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

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

**c) Standard of Performance**

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

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

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

**d) Personnel**

**i) Adequate Staffing**

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

**ii) Key Personnel**

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

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

iii) **Salaries and Wages**

Consultant and Subcontractors must pay all salaries and wages due all employees performing Services under this Agreement unconditionally and at least once a month without deduction or rebate on any account, except only for those payroll deductions that are mandatory by law or are permitted under applicable law and regulations. If in the performance of this Agreement Consultant underpays any such salaries or wages, the Comptroller for the County may withhold, out of payments due to Consultant, an amount sufficient to pay to employees underpaid the difference between the salaries or wages required to be paid under this Agreement and the salaries or wages actually paid these employees for the total number of hours worked. The amounts withheld may be disbursed by the Comptroller for and on account of Consultant to the respective employees to whom they are due. The parties acknowledge that this Section 3.4(c) is solely for the benefit of the County and that it does not grant any third party beneficiary rights.

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

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

f) **Insurance**

i. **Subrogation and Waiver**

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

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

ii. **Insurance Requirements of the Vendor**

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

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

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

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

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

iii. **Insurance To Be Provided**

a. **Workers Compensation Insurance**

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

The Workers Compensation policy shall also include the following provisions:

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

b. **Commercial General Liability Insurance**

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

General Liability limits shall not be less than \$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:

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

c. **Commercial Automobile Liability Insurance**

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

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

d. **Professional Errors & Omissions Insurance**

Vendor shall secure Professional Liability insurance covering any and all claims arising out of the performance or nonperformance of professional services for the County under this Agreement. This professional liability insurance shall remain in force for the life of the Vendor's obligations under this Agreement, and shall have a limit of liability of not less than \$1,000,000 with a deductible of not more than \$100,000. If any such policy is written on a claims made form, the retroactive date shall be prior to or coincident with the effective date of this contract. Claims made form coverage shall be maintained by the Vendor for a minimum of three years following the expiration or early termination of this contract and the Vendor shall annually provide the County with proof of renewal.

e. **Crime Coverage**

The Vendor must provide Crime coverage that covers all persons handling funds under this Agreement against loss by dishonesty, robbery, burglary, theft, destruction, disappearance, computer fraud as well as other related crime risks. Limits shall be no less than \$1,000,000.

iv. **Additional requirements**

a. **Additional Insured**

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

b. **Qualification of Insurers**

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

c. **Insurance Notices**

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

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

g) **Indemnification**

The Contractor covenants and agrees to indemnify and save harmless the County and its commissioners, officials, employees, agents and representatives, and their respective heirs, successors and assigns, from and against any and all costs, expenses, attorney's fees, losses, damages and liabilities incurred or suffered directly or indirectly from or attributable to any claims arising out of or incident to the performance or nonperformance of the Contract by the Contractor, or the acts or omissions of the officers, agents, employees, contractors, subcontractors, licensees or invitees of the Contractor. The Contractor expressly understands and agrees that any Performance Bond or insurance protection required of the Contractor, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify the County as hereinabove provided.

**h) Confidentiality and Ownership of Documents**

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

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

**i) Patents, Copyrights and Licenses**

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

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

In the event the use of any equipment, hardware or software or any part thereof is enjoined, Contractor with all reasonable speed and due diligence shall provide or otherwise secure for County, at the Contractor's election, one of the following: the right to continue use of the

equipment, hardware or software; an equivalent system having the Specifications as provided in this Contract; or Contractor shall modify the system or its component parts so that they become non-infringing while performing in a substantially similar manner to the original system, meeting the requirements of this Contract.

**j) Examination of Records and Audits**

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

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

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

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

are necessary to certify the nature and extent of such costs. This paragraph relating to the retention and production of documents is included because of possible application of Section

1861(v)(1)(I) of the Social Security Act to this Agreement; if this Section should be found to be inapplicable, then this paragraph shall be deemed inoperative and without force and effect.

**k) Subcontract Subcontracting or Assignment of Contract or Contract Funds**

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

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

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

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

#### **ARTICLE 4) TERM OF PERFORMANCE**

##### **a) Term of Performance**

This Agreement takes effect when approved by the Cook County Board and its term shall begin on March 1, 2014 ("**Effective Date**") and continue until February 28, 2016 or until this Agreement is terminated in accordance with its terms, whichever occurs first.

##### **b) Timeliness of Performance**

i) Consultant must provide the Services and Deliverables within the term and within the time limits required under this Agreement, pursuant to the provisions of Section 4.a and Exhibit 1. Further, Consultant acknowledges that **TIME IS OF THE ESSENCE** and that the failure of Consultant to comply with the time limits described in this Section 4.2 may result in economic or other losses to the County.

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

##### **c) Agreement Extension Option**

The Chief Procurement Officer may at any time before this Agreement expires elect to extend this Agreement for up to two (2) additional one-year periods under the same terms and conditions as this original Agreement, except as provided otherwise in this Agreement, by notice in writing to Consultant. After notification by the Chief Procurement Officer, this Agreement must be modified to reflect the time extension in accordance with the provisions of Section 10.c.

#### **ARTICLE 5) COMPENSATION**

##### **a) Basis of Payment**

The County will pay Consultant according to the Schedule of Compensation in the attached Exhibit 2 for the successful completion of services.

##### **b) Method of Payment**

All invoices submitted by the Contractor shall be in accordance with the cost provisions according to the Schedule of Compensation in the attached Exhibit 2. The invoices shall contain a detailed description of the Deliverables for which payment is requested. All invoices shall reflect the amounts invoiced by and the amounts paid to the Contractor as of the date of the invoice, and shall be submitted together with a properly completed County Voucher form (29A).

Invoices for new charges shall not include "past due" amounts, if any, which amounts must be set forth on a separate invoice. No payments shall be made with respect to invoices which do not include the County Voucher form or which otherwise fail to comply with the requirements of this paragraph. Contractor shall not be entitled to invoice the County for any late fees or other penalties.

**c) Funding**

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

**d) Non-Appropriation**

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

**e) Taxes**

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

**f) Price Reduction**

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

**g) Contractor Credits**

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

**ARTICLE 6) DISPUTES**

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

**ARTICLE 7) COMPLIANCE WITH ALL LAWS**

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

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

**ARTICLE 8) SPECIAL CONDITIONS**

**a) Warranties and Representations**

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

- i) warrants that Consultant is appropriately licensed under Illinois law to perform the Services required under this Agreement and will perform no Services for which a professional license is required by law and for which Consultant is not appropriately licensed;
- ii) warrants it is financially solvent; it and each of its employees, agents and Subcontractors of any tier are competent to perform the Services required under this Agreement; and Consultant is legally authorized to execute and perform or cause to be performed this Agreement under the terms and conditions stated in this Agreement;
- iii) warrants that it will not knowingly use the services of any ineligible consultant or Subcontractor for any purpose in the performance of its Services under this Agreement;
- iv) warrants that Consultant and its Subcontractors are not in default at the time this Agreement is signed, and have not been considered by the Chief Procurement Officer to have, within 5 years immediately preceding the date of this Agreement, been found to be in default on any contract awarded by the County ;
- v) represents that it has carefully examined and analyzed the provisions and requirements of this Agreement; it understands the nature of the Services required; from its own analysis it has satisfied itself as to the nature of all things needed for the performance of this Agreement; this Agreement is feasible of performance in accordance with all of its provisions and requirements, and Consultant warrants it can and will perform, or cause to be performed, the Services in strict accordance with the provisions and requirements of this Agreement;
- vi) represents that Consultant and, to the best of its knowledge, its Subcontractors are not in violation of the provisions of the Illinois Criminal Code, 720 ILCS 5/33E as amended, and the Illinois Municipal Code, 65 ILCS 5/11-42.1-1; and
- vii) acknowledges that any certification, affidavit or acknowledgment made under oath in connection with this Agreement is made under penalty of perjury and, if false, is also cause for termination under Sections 9.1 and 9.3.
- viii) warrants that the Deliverables shall not contain disabling code planted by Contractor that will activate upon a predetermined date or that can be remotely activated by Contractor without the County's prior written consent;
- ix) warrants that, at all times, it has exercised and will exercise commercially reasonable efforts to assure that computer viruses have not been introduced into the Deliverables while the Deliverables are in Contractor's possession;
- x) warrants that, at all times, it has exercised and will exercise commercially reasonable efforts to exclude unauthorized access by third parties, undisclosed programs, or extraneous code or data that may be reasonably expected to damage County Data or the County's software, systems or operations

xi) warrants that the Deliverables will perform in accordance with the technical requirements in this Agreement and all published documentation specifications for the Deliverables, and shall correct such failure of the Deliverables to do so, during the ninety (90) day period following the later of the County's acceptance of the deliverables or the termination of this Agreement; provided that County shall tender written notice to Contractor of such failure within the thirty (30) days following the warranty period. This warranty shall not apply where any such failure is caused in whole or in part by any party other than Contractor or by any functional, technical, or other limitation of any third party hardware, software, equipment, network, or other means.

**b) Ethics**

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

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

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

**c) Joint and Several Liability**

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

**d) Business Documents**

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

**e) Conflicts of Interest**

i) No member of the governing body of the County or other unit of government and no other officer, employee or agent of the County or other unit of government who exercises any functions or responsibilities in connection with the Services to which this Agreement pertains is permitted to have any personal interest, direct or indirect, in this Agreement. No member of or delegate to the Congress of the United States or the Illinois General Assembly and no

Commissioner of the Cook County Board or County employee is allowed to be admitted to any share or part of this Agreement or to any financial benefit to arise from it.

- ii) Consultant covenants that it, and to the best of its knowledge, its Subcontractors if any (collectively, "**Consulting Parties**"), presently have no direct or indirect interest and will not acquire any interest, direct or indirect, in any project or contract that would conflict in any manner or degree with the performance of its Services under this Agreement.
- iii) Upon the request of the County, Consultant must disclose to the County its past client list and the names of any clients with whom it has an ongoing relationship. Consultant is not permitted to perform any Services for the County on applications or other documents submitted to the County by any of Consultant's past or present clients. If Consultant becomes aware of a conflict, it must immediately stop work on the assignment causing the conflict and notify the County.
- iv) Without limiting the foregoing, if the Consulting Parties assist the County in determining the advisability or feasibility of a project or in recommending, researching, preparing, drafting or issuing a request for proposals or bid specifications for a project, the Consulting Parties must not participate, directly or indirectly, as a prime, subcontractor or joint venturer in that project or in the preparation of a proposal or bid for that project during the term of this Agreement or afterwards. The Consulting Parties may, however, assist the County in reviewing the proposals or bids for the project if none of the Consulting Parties have a relationship with the persons or entities that submitted the proposals or bids for that project.
- v) The Consultant further covenants that, in the performance of this Agreement, no person having any conflicting interest will be assigned to perform any Services or have access to any confidential information, as defined in Section 3.11 of this Agreement. If the County, by the Chief Procurement Officer in his reasonable judgment, determines that any of Consultant's Services for others conflict with the Services Consultant is to render for the County under this Agreement, Consultant must terminate such other services immediately upon request of the County.
- vi) Furthermore, if any federal funds are to be used to compensate or reimburse Consultant under this Agreement, Consultant represents that it is and will remain in compliance with federal restrictions on lobbying set forth in Section 319 of the Department of the Interior and Related Agencies Appropriations Act for Fiscal year 1990, 31 U.S.C. § 1352, and related rules and regulations set forth at 54 Fed. Reg. 52,309 ff. (1989), as amended. If federal funds are to be used, Consultant must execute a Certification Regarding Lobbying, which will be attached as an exhibit and incorporated by reference as if fully set forth here.

**f) Non-Liability of Public Officials**

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

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

**a) Events of Default Defined**

The following constitute events of default:

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

the event of a default under this Agreement the County may also declare a default under any such other Agreements.

- (v) Failure to comply with Section 7a. in the performance of the Agreement.
- (vi) Consultant's repeated or continued violations of County ordinances unrelated to performance under the Agreement that in the opinion of the Chief Procurement Officer indicate a willful or reckless disregard for County laws and regulations.

**b) Remedies**

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

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

- i) The right to take over and complete the Services, or any part of them, at Consultant's expense and as agent for Consultant, either directly or through others, and bill Consultant for the cost of the Services, and Consultant must pay the difference between the total amount of this bill and the amount the County would have paid Consultant under the terms and conditions of this Agreement for the Services that were assumed by the County as agent for the Consultant under this Section 9.2;
- ii) The right to terminate this Agreement as to any or all of the Services yet to be performed effective at a time specified by the County;
- iii) The right of specific performance, an injunction or any other appropriate equitable remedy;

- iv) The right to money damages;
- v) The right to withhold all or any part of Consultant's compensation under this Agreement;
- vi) The right to consider Consultant non-responsible in future contracts to be awarded by the County.

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

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

**c) Early Termination**

In addition to termination under Sections 9.1 and 9.2 of this Agreement, the County may terminate this Agreement, or all or any portion of the Services to be performed under it, at any time by a notice in writing from the County to Consultant. The County will give notice to Consultant in accordance with the provisions of Article 11. The effective date of termination will be the date the notice is received by Consultant or the date stated in the notice, whichever is later. If the County elects to terminate this Agreement in full, all Services to be provided under it must cease and all materials that may have been accumulated in performing this Agreement, whether completed or in the process, must be delivered to the County effective 10 days after the date the notice is considered received as provided under Article 11 of this Agreement (if no date is given) or upon the effective date stated in the notice.

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

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

If the County's election to terminate this Agreement for default under Sections 9.1 and 9.2 is determined in a court of competent jurisdiction to have been wrongful, then in that case the termination is to be considered to be an early termination under this Section 9.3.

**d) Suspension**

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

No suspension of this Agreement is permitted in the aggregate to exceed a period of 45 days within any one year of this Agreement. If the total number of days of suspension exceeds 45 days, Consultant by written notice may treat the suspension as an early termination of this Agreement under Section 9.3.

**e) Right to Offset**

i) In connection with performance under this Agreement:

The County may offset any excess costs incurred:

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

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

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

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

**f.) Delays**

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.

**g.) Prepaid Fees**

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

**ARTICLE 10) GENERAL CONDITIONS**

**a) Entire Agreement**

**i) General**

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

**ii) No Collateral Agreements**

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

performance; (v) the compensation provisions of this Agreement; or (vi) any other matters, whether similar to or different from those referred to in (i) through (vi) immediately above, affecting or having any connection with this Agreement, its negotiation, any discussions of its performance or those employed or connected or concerned with it.

**iii) No Omissions**

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

**b) Counterparts**

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

**c) Modifications and Amendments**

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

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

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

**d) Governing Law and Jurisdiction**

This Contract shall be governed by and construed under the laws of the State of Illinois. The Contractor irrevocably agrees that, subject to the County's sole and absolute election to the

contrary, any action or proceeding in any way, manner or respect arising out of the Contract, or arising from any dispute or controversy arising in connection with or related to the Contract, shall be litigated only in courts within the Circuit Court of Cook County, State of Illinois, and the Contractor consents and submits to the jurisdiction thereof. In accordance with these provisions, Contractor waives any right it may have to transfer or change the venue of any litigation brought against it by the County pursuant to this Contract.

**e) Severability**

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

**f) Assigns**

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

**g) Cooperation**

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

**h) Waiver**

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

Whenever under this Agreement the County by a proper authority waives Consultant's performance in any respect or waives a requirement or condition to either the County's or Consultant's performance, the waiver so granted, whether express or implied, only applies to the

particular instance and is not a waiver forever or for subsequent instances of the performance, requirement or condition. No such waiver is a modification of this Agreement regardless of the number of times the County may have waived the performance, requirement or condition. Such waivers must be provided to Consultant in writing.

**i) Independent Contractor**

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

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

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

**j) Governmental Joint Purchasing Agreement**

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

**k) County Title and Intellectual Property Rights**

For purposes of this Agreement, "Property" means: (1) confidential, proprietary, and trade secret information; (2) trademarks, trade names, discoveries, inventions processes, methods and improvements, whether or not patentable or subject to copyright protection and whether or not reduced to tangible form or reduced to practice; and (3) works of authorship, wherein such forms of property are required by Contractor to develop, test, and install computer programs (in object and source code form), scripts, data, documentation, the audio, visual and audiovisual content

related to the layout and graphic presentation of the computer programs, text, photographs, video, pictures, animation, sound recordings, training materials, images, techniques, methods, algorithms, program images, text visible on the Internet, object code, source code and images, illustrations, graphics, pages, storyboards, writings, drawings, sketches, models, samples, data, other technical or business information, reports, and other works of authorship fixed in any tangible medium.

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. This sale, transfer and assignment shall be effective immediately upon the County's payment to Contractor for the Services that resulted in the creation of each Deliverable and shall include all copyright, patent, trade secret, trademark and other intellectual property rights created by Contractor, Contractor's subcontractors, Contractor's employees, the County, the County's contractors or employees, or any combination thereof in connection with such work (hereinafter the "County IP").

All copyrightable material contained within a Deliverable and created under this Agreement are works made for hire. Contractor bears the burden to prove that a work within a Deliverable was not created under this Agreement. If work is determined to not be made for hire or that designation is not sufficient to secure rights, to the fullest extent allowable and for the full term of protection otherwise accorded to Contractor under such law, Contractor shall and hereby irrevocably does, assign and transfer to the County free from all liens and other encumbrances or restrictions, all right, title and interest Contractor may have or come to have in and to such Deliverable. **CONTRACTOR HEREBY WAIVES IN FAVOR OF THE COUNTY (AND SHALL CAUSE ITS PERSONNEL TO WAIVE IN FAVOR OF THE COUNTY IN WRITING SIGNED BY SUCH PERSONNEL) ANY AND ALL ARTIST'S OR MORAL RIGHTS (INCLUDING, WITHOUT LIMITATION, ALL RIGHTS OF INTEGRITY AND ATTRIBUTION) IT MAY HAVE PURSUANT TO ANY STATE OR FEDERAL LAWS OF THE UNITED STATES IN RESPECT TO ANY DELIVERABLE AND ALL SIMILAR RIGHTS UNDER THE LAWS OF ALL OTHER APPLICABLE JURISDICTIONS.**

Contractor agrees to execute all documents and take all actions that may be reasonably requested by the County to evidence the transfer of ownership of or license to intellectual property rights described in this Section, including providing any code used exclusively to develop such Deliverables for the County and the documentation for such code. Contractor acknowledges that there are currently and that there may be future rights that the County may otherwise become entitled to with respect to County IP that does not yet exist, as well as new uses, media, means and forms of exploitation, current or future technology yet to be developed, and that Contractor specifically intends the foregoing ownership or rights by the County to include all such now known or unknown uses, media and forms of exploitation.

The County retains all right, title and interest in and to all derivative works of County IP. The County hereby grants to Contractor a nonexclusive, revocable license to use, copy, modify and prepare derivative works of County IP only during the term of the Agreement and only for the purpose of performing Services and developing Deliverables for the County under this Agreement.

**l) Contractor's Intellectual Property and License**

Contractor will retain all right, title and interest in and to all Property developed by it, i) solely for clients other than the County, and ii) 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 herein, the County will not distribute, sublicense, rent, reverse engineer, decompile or disassemble Contractor IP.

Contractor grants to the County, a fully-paid, royalty-free, non-exclusive, non-transferable, worldwide, irrevocable, perpetual, assignable license to make, have made, use, reproduce, distribute, modify, publicly display, publicly perform, digitally perform, transmit, copy, sublicense to any County subcontractor 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. During the term of this Agreement and immediately upon any expiration or termination thereof for any reason, Contractor will provide to the County the most current copies of any Contractor IP to which the County has rights pursuant to the foregoing, including any related documentation.

Notwithstanding anything contained herein to the contrary, and notwithstanding the County's use of Contractor IP under the license created herein, Contractor shall have all the rights and incidents of ownership with respect to Contractor IP, including the right to use such property for any purpose whatsoever and to grant licenses in the same to third parties. Contractor shall not encumber or otherwise transfer any rights that would preclude a free and clear license grant to the County.

**m) 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.

**n) Data Security and Confidentiality**

Contractor shall take all reasonable measures to protect 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; such measures shall include, but shall not be limited to, compliance with industry best practices. 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.

**o) 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.

To the extent applicable to the Deliverables, Contractor shall tender the Deliverables in compliance with the most recent applicable Payment Card Industry ("PCI") Security Standards Council ("SSC") standards, including but not limited to, the most recent versions of PCI Data Security Standard ("DSS") and PCI Payment Application Data Security Standard ("PA-DSS").

## **ARTICLE 11) NOTICES**

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

If to the County:      Department of Building and Zoning  
                                 69 W. Washington, Suite 2830  
                                 Chicago, Illinois 60602  
                                 Attention: Commissioner

and

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

If to Consultant:      Pro-West & Associates, Inc.  
                                 8239 State 371 NW  
                                 Walker, MN 56484  
                                 Attention: Ms. Annette Theroux, President

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

**ARTICLE 12)      AUTHORITY**

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

**ECONOMIC DISCLOSURE STATEMENT  
AND EXECUTION DOCUMENT  
INDEX**

| <b>Section</b> | <b>Description</b>  | <b>Pages</b> |
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| Instructions   | Instructions for Completion of EDS  | EDS i - ii   |
| 1              | MBE/WBE Utilization Plan  | EDS 1        |
| 2              | Letter of Intent  | EDS 2        |
| 3              | Petition for Reduction/Waiver of MBE/WBE Participation Goals  | EDS 3        |
| 4              | Certifications  | EDS 4, 5     |
| 5              | Economic and Other Disclosures, Affidavit of Child Support Obligations and Disclosure of Ownership Interest | EDS 6 – 12   |
| 6              | Sole Proprietor Signature Page  | EDS 13a/b/c  |
| 7              | Partnership Signature Page  | EDS 14/a/b/c |
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## INSTRUCTIONS FOR COMPLETION OF ECONOMIC DISCLOSURE STATEMENT AND EXECUTION DOCUMENT

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

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

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

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

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

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

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

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

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

**"Lobbyist"** means any person or entity who lobbies.

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

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

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

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

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

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

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

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

**MBE/WBE UTILIZATION PLAN (SECTION 1)**

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

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

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

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

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

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

MBE/WBE Firm: Scarfe Consulting LLC

Address: 60 W Terra Cotta Ave, #239, Crystal Lake, IL 60014

E-mail: dscarfe@dsgis.com

Contact Person: Danielle Scarfe Phone: 815-970-2418

Dollar Amount Participation: \$ \$84,480

Percent Amount of Participation: 22.27% %

\*Letter of Intent attached? Yes X No \_\_\_\_\_  
\*Letter of Certification attached? Yes X No \_\_\_\_\_

MBE/WBE Firm: Clarity Partners LLC

Address: 227 W Monroe, Suite 3950, Chicago, IL 60606

E-mail: rzech@claritypartners.com

Contact Person: Rodney Zech Phone: 312-920-0550

Dollar Amount Participation: \$ 48,600

Percent Amount of Participation: 12.81% %

\*Letter of Intent attached? Yes X No \_\_\_\_\_  
\*Letter of Certification attached? Yes X No \_\_\_\_\_

Attach additional sheets as needed.

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

**COOK COUNTY GOVERNMENT LETTER OF INTENT (SECTION 2)**

M/WBE Firm: Scarfe Consulting LLC Certifying Agency: Cook County  
 Address: 60 W Terra Cotta Ave #239 Certification Expiration Date: 6/26/2014  
 City/State: Crystal Lake IL 60014 FEIN #: 03-0418566  
 Phone: 815-970-2418 Fax: 847-920-3753 Contact Person: Danielle Scarfe  
 Email: dscarfe@dsgis.com Contract #: 1318-12726

Participation:  Direct  Indirect

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

No  Yes - Please attach explanation. Proposed Subcontractor: \_\_\_\_\_

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

On-site Project Manager

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

\$84,480 22.27%

Terms - within 5 days of receipt of payment from Cook County

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

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

[Signature]  
Signature (M/WBE)

DANIELLE S. SCARFE  
Print Name

SCARFE CONSULTING, LLC  
Firm Name

1/24/2014  
Date

[Signature]  
Signature (Prime Bidder/Proposer)

Kendis Scharenbroich  
Print Name

Pro-West & Associates, Inc.  
Firm Name

1-23-14  
Date

Subscribed and sworn before me

this 24 day of January 2014

Notary Public [Signature]

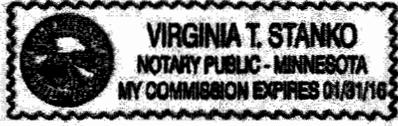
SEAL

Subscribed and sworn before me

this 23 day of January 2014

Notary Public [Signature]

SEAL





OFFICE OF CONTRACT COMPLIANCE

**JACQUELINE GOMEZ**

DIRECTOR

118 N. Clark, County Building, Room 1020 • Chicago, Illinois 60602 • (312) 603-5502

**TONI PRECKWINKLE**

PRESIDENT

**Cook County Board  
of Commissioners**

EARLEAN COLLINS  
1st District

ROBERT STEELE  
2nd District

JERRY BUTLER  
3rd District

STANLEY MOORE  
4th District

DEBORAH SIMS  
5th District

JOAN PATRICIA MURPHY  
6th District

JESUS G. GARCIA  
7th District

EDWIN REYES  
8th District

PETER N. SILVESTRI  
9th District

BRIDGET GAINER  
10th District

JOHN P. DALEY  
11th District

JOHN A. FRITCHEY  
12th District

LARRY SUFFREDIN  
13th District

GREGG GOSLIN  
14th District

TIMOTHY O. SCHNEIDER  
15th District

JEFFREY R. TOBOLSKI  
16th District

ELIZABETH ANN DOODY GORMAN  
17th District

June 26, 2013

Ms. Danielle S. Scarfe  
President  
SCARFE Consulting, LLC  
60 West Terra Cotta Ave. #239  
Crystal Lake, IL 60014

**Annual Certification Expires: June 26, 2014**

Dear Ms. Scarfe:

Congratulations on your continued eligibility for Certification as a **WBE** by Cook County Government. This annual **WBE** Certification is valid until **June 26, 2014**.

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

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

Your firm's name will be listed in Cook County's Directory of Minority Business Enterprise, Women Business Enterprise and/or Veteran Business Enterprise in the area(s) of specialty:

**TECHNOLOGY: GEOGRAPHIC INFORMATION SYSTEMS CONSULTING; PROJECT  
MANAGEMENT, DESIGN AND IMPLEMENTATION**

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

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

Sincerely,

Jacqueline Gomez  
Contract Compliance Director  
JG/ehw

2014

**COOK COUNTY GOVERNMENT LETTER OF INTENT (SECTION 2)**

MWBE Firm: Clarity Partners, LLC  
Address: 227 W Monroe, Suite 3950  
City/State: Chicago IL Zip: 60606  
Phone: 312-920-0550 Fax: 312-920-0554  
Email: rzech@claritypartners.com

Certifying Agency: Cook County  
Certification Expiration Date: 04/30/2014  
FEIN #: 80-0123899  
Contact Person: Rod Zech  
Contract #: 1318-12726

Participation:  Direct  Indirect

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

No  Yes - Please attach explanation. Proposed Subcontractor: \_\_\_\_\_

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

Programming Services

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

\$48,600 - 12.81%

Terms - within 5 days of receipt of payment from Cook County  
*(If more space is needed to fully describe MWBE Firm's proposed scope of work and/or payment schedule, attach additional sheets)*

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

Rodney S. Zech  
Signature (MWBE)

Rodney S. Zech  
Print Name

Clarity Partners, LLC  
Firm Name

1/23/14  
Date

Subscribed and sworn before me

this 23 day of January, 20 14.  
Notary Public: [Signature]

SEAL



Kendis Scharenbroich  
Signature (Prime Bidder/Proposer)

Kendis Scharenbroich  
Print Name

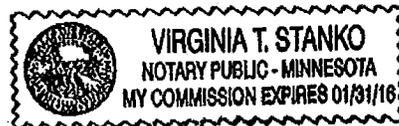
Pro-West & Associates, Inc.  
Firm Name

1-23-14  
Date

Subscribed and sworn before me

this 23 day of January, 20 14.  
Notary Public: Virginia T. Stanko

SEAL



EDS-2



OFFICE OF CONTRACT COMPLIANCE

**JACQUELINE GOMEZ**

DIRECTOR

118 N. Clark, County Building, Room 1020 • Chicago, Illinois 60602 • (312) 603-5502

**TONI PRECKWINKLE**

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GREGG GOSLIN

14th District

TIMOTHY O. SCHNEIDER

15th District

JEFFREY R. TOBOLSKI

16th District

ELIZABETHANN DODDY GORMAN

17th District

April 30, 2013

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

Annual Certification Expires:

April 30, 2014

Dear Mr. Namkung:

Congratulations on your continued eligibility for Certification as a MBE by Cook County Government. This MBE Certification is valid until April 30, 2014.

As a condition of continued Certification, you must file a "**Re-Certification Affidavit**" within **sixty (60) business days** prior to the date of expiration. Failure to file this Affidavit shall result in the termination of your Certification. You must notify Cook County Government's Office of Contract Compliance of any changes in ownership or control or any other matters or facts affecting your firm's eligibility for Certification.

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

Your firm's name will be listed in Cook County's Directory of Minority Business Enterprise, Women Business Enterprise and/or Veteran Business Enterprise in the areas of specialty:

**Technology: Information Technology Consultants**

Your firm's participation on Cook County contracts will be credited toward MBE goals in your areas of specialty. While your participation on Cook County contracts is not limited to your specialty, credit toward MBE goals will be given only for work done in the specialty category.

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

Sincerely,

Jacqueline Gomez  
Contract Compliance Director

JG/pgb

2014

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

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

- FULL MBE WAIVER                       FULL WBE WAIVER
- REDUCTION (PARTIAL MBE and/or WBE PARTICIPATION)
- \_\_\_\_\_ % of Reduction for MBE Participation  
\_\_\_\_\_ % of Reduction for WBE Participation

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

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

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

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

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

**D. OTHER RELEVANT INFORMATION**

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

**CERTIFICATIONS (SECTION 4)**

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

**A. PERSONS AND ENTITIES SUBJECT TO DISQUALIFICATION**

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

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

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

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

**B. BID-RIGGING OR BID ROTATING**

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

**C. DRUG FREE WORKPLACE ACT**

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

**D. DELINQUENCY IN PAYMENT OF TAXES**

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

**E. HUMAN RIGHTS ORDINANCE**

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

**F. ILLINOIS HUMAN RIGHTS ACT**

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

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

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

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

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

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

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

**REQUIRED DISCLOSURES (SECTION 5)**

**1. DISCLOSURE OF LOBBYIST CONTACTS**

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

| Name        | Address |
|-------------|---------|
| <u>None</u> |         |
| _____       |         |
| _____       |         |

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

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

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

Yes: \_\_\_\_\_ No: X

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

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

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

Yes: \_\_\_\_\_ No: X

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

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

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

**4. REAL ESTATE OWNERSHIP DISCLOSURES.**

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

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

PERMANENT INDEX NUMBER(S): \_\_\_\_\_  
\_\_\_\_\_

(ATTACH SHEET IF NECESSARY TO LIST ADDITIONAL INDEX  
NUMBERS)

OR:

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

**5. EXCEPTIONS TO CERTIFICATIONS OR DISCLOSURES.**

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

None  
\_\_\_\_\_

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

## COOK COUNTY DISCLOSURE OF OWNERSHIP INTEREST STATEMENT

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

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

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

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

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

This Disclosure of Ownership Interest Statement must be submitted by :

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

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

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

This Statement is an:  Original Statement or  Amended Statement

**Identifying Information:**

Name Pro-West & Associates, Inc. D/B/A: N/A EIN NO.: 41-1795858

Street Address: 8239 State 371 NW

City: Walker State: MN Zip Code: 56484

Phone No.: (218) 547-3374

**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 |
|----------------------------------|---------|---|
| <u>Please see following page</u> |         |   |
|                                  |         |   |

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 |
|-----------------------|-------------------|---------------------|
| <u>N/A</u>            |                   |                     |
|                       |                   |                     |

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

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

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

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

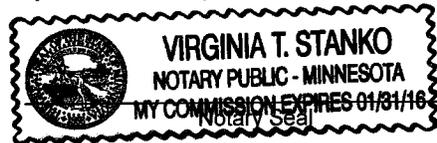
Annette M. Theroux  
Name of Authorized Applicant/Holder Representative (please print or type)  
Annette M. Theroux  
Signature  
atheroux@prowestgis.com  
E-mail address

President  
Title  
10/3/13  
Date  
(218) 547-3374  
Phone Number

Subscribed to and sworn before me  
this 3<sup>rd</sup> day of October, 2013.

x Virginia T. Stanko  
Notary Public Signature

My commission expires: 11/31/2016





EDS-10, Item #1: Ownership Interest Declaration

| Owners Name             | Residence Address, City, State Zip Code               | %Ownership |
|-------------------------|---|------------|
| Annette M. Theroux      | 7315 Tall Pines Road NE, Bemidji, MN 56601            | 30.3%      |
| Lee M. Westfield        | 33228 County Road 31 Laporte, MN 56461                | 12.0%      |
| Lisa L. Schaefer        | 51160 W Mayberry Dr, Cass Lake, MN 56633              | 10%        |
| Juliane R. Proper       | 6731 Ruffed Grouse Dr NW, Walker, MN 56484            | 9.5%       |
| Kendis K. Scharenbroich | 1751 Wolf Lake Dr SE, Bemidji, MN 56601               | 8.2%       |
| Jennifer L. Ward        | 3951 Allens Bay Dr SE, Cass Lake, MN 56633            | 5%         |
| Joshua L. Marsh         | 333 Paul Miller Lane, Bemidji, MN 56601               | 5%         |
| Brandon L. Crissinger   | 17624 210 <sup>th</sup> Street, Park Rapids, MN 56470 | 5%         |
| Kyle J. Heideman        | 6388 Ponderosa Dr NW, Walker, MN 56484                | 5%         |
| Lucas J. Scharenbroich  | 35317 W Shore Dr, Crosslake, MN 56442                 | 5%         |



## COOK COUNTY BOARD OF ETHICS

69 W. WASHINGTON STREET, SUITE 3040  
CHICAGO, ILLINOIS 60602  
312/603-4304  
312/603-9988 FAX 312/603-1011 TT/TDD

### **FAMILIAL RELATIONSHIP DISCLOSURE PROVISION:**

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

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

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

### **DEFINITIONS:**

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

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

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

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

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

**SWORN FAMILIAL RELATIONSHIP DISCLOSURE FORM**

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

Name of Owner/Employee: Kendis Scharenbroich Title: Vice President

Business Entity Name: Pro-West & Associates, Inc Phone: (218) 547-3374

Business Entity Address: 8239 State 371 NW, Walker MN 56484

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.

Kendis Scharenbroich  
Owner/Employee's Signature

2-7-2014  
Date

Subscribe and sworn before me this 7<sup>th</sup> Day of February, 2014

a Notary Public in and for Cass County

Virginia T. Stanko  
(Signature)

NOTARY SEAL



**VIRGINIA T. STANKO**  
NOTARY PUBLIC - MINNESOTA  
MY COMMISSION EXPIRES 01/31/16

My Commission expires January 31, 2016

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

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

**SIGNATURE BY A SOLE PROPRIETOR**  
**(SECTION 6)**

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

BUSINESS NAME: \_\_\_\_\_

BUSINESS ADDRESS: \_\_\_\_\_  
\_\_\_\_\_

BUSINESS TELEPHONE: \_\_\_\_\_ FAX NUMBER: \_\_\_\_\_

FEIN/SSN: \_\_\_\_\_

COOK COUNTY BUSINESS REGISTRATION NUMBER: \_\_\_\_\_

SOLE PROPRIETOR'S SIGNATURE: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

DATE: \_\_\_\_\_

Subscribed to and sworn before me this

\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

My commission expires:

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

\_\_\_\_\_  
Notary Seal

**SIGNATURE BY A SOLE PROPRIETOR**  
**(SECTION 6)**

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

BUSINESS NAME: \_\_\_\_\_

BUSINESS ADDRESS: \_\_\_\_\_  
\_\_\_\_\_

BUSINESS TELEPHONE: \_\_\_\_\_ FAX NUMBER: \_\_\_\_\_

FEIN/SSN: \_\_\_\_\_

COOK COUNTY BUSINESS REGISTRATION NUMBER: \_\_\_\_\_

SOLE PROPRIETOR'S SIGNATURE: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

DATE: \_\_\_\_\_

Subscribed to and sworn before me this

\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

My commission expires:

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

\_\_\_\_\_  
Notary Seal

**SIGNATURE BY A SOLE PROPRIETOR**  
**(SECTION 6)**

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

BUSINESS NAME: \_\_\_\_\_

BUSINESS ADDRESS: \_\_\_\_\_  
\_\_\_\_\_

BUSINESS TELEPHONE: \_\_\_\_\_ FAX NUMBER: \_\_\_\_\_

FEIN/SSN: \_\_\_\_\_

COOK COUNTY BUSINESS REGISTRATION NUMBER: \_\_\_\_\_

SOLE PROPRIETOR'S SIGNATURE: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

DATE: \_\_\_\_\_

Subscribed to and sworn before me this

\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

My commission expires:

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

\_\_\_\_\_  
Notary Seal

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

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

BUSINESS NAME: \_\_\_\_\_

BUSINESS ADDRESS: \_\_\_\_\_  
\_\_\_\_\_

BUSINESS TELEPHONE: \_\_\_\_\_ FAX NUMBER: \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_ FEIN/SSN: \_\_\_\_\_

\*COOK COUNTY BUSINESS REGISTRATION NUMBER: \_\_\_\_\_

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

\*BY: \_\_\_\_\_

Date: \_\_\_\_\_

Subscribed to and sworn before me this

\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

My commission expires:

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

\_\_\_\_\_  
Notary Seal

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

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

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

BUSINESS NAME: \_\_\_\_\_

BUSINESS ADDRESS: \_\_\_\_\_  
\_\_\_\_\_

BUSINESS TELEPHONE: \_\_\_\_\_ FAX NUMBER: \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_ FEIN/SSN: \_\_\_\_\_

\*COOK COUNTY BUSINESS REGISTRATION NUMBER: \_\_\_\_\_

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

\*BY: \_\_\_\_\_

Date: \_\_\_\_\_

Subscribed to and sworn before me this

\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

My commission expires:

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

\_\_\_\_\_  
Notary Seal

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

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

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

BUSINESS NAME: \_\_\_\_\_

BUSINESS ADDRESS: \_\_\_\_\_  
\_\_\_\_\_

BUSINESS TELEPHONE: \_\_\_\_\_ FAX NUMBER: \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_ FEIN/SSN: \_\_\_\_\_

\*COOK COUNTY BUSINESS REGISTRATION NUMBER: \_\_\_\_\_

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

\*BY: \_\_\_\_\_

Date: \_\_\_\_\_

Subscribed to and sworn before me this

\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

My commission expires:

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

\_\_\_\_\_  
Notary Seal

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

**SIGNATURE BY A LIMITED LIABILITY CORPORATION**  
**(SECTION 8)**

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

BUSINESS NAME: \_\_\_\_\_

BUSINESS ADDRESS: \_\_\_\_\_

BUSINESS TELEPHONE: \_\_\_\_\_ FAX NUMBER: \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_

FEIN: \_\_\_\_\_ \* CORPORATE FILE NUMBER: \_\_\_\_\_

MANAGING MEMBER: \_\_\_\_\_ MANAGING MEMBER: \_\_\_\_\_

\*\*SIGNATURE OF MANAGER: \_\_\_\_\_

ATTEST: \_\_\_\_\_

Subscribed and sworn to before me this

\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

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

\_\_\_\_\_  
Notary Seal

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

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

**SIGNATURE BY A LIMITED LIABILITY CORPORATION**  
**(SECTION 8)**

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

BUSINESS NAME: \_\_\_\_\_

BUSINESS ADDRESS: \_\_\_\_\_

BUSINESS TELEPHONE: \_\_\_\_\_ FAX NUMBER: \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_

FEIN: \_\_\_\_\_ \* CORPORATE FILE NUMBER: \_\_\_\_\_

MANAGING MEMBER: \_\_\_\_\_ MANAGING MEMBER: \_\_\_\_\_

\*\*SIGNATURE OF MANAGER: \_\_\_\_\_

ATTEST: \_\_\_\_\_

Subscribed and sworn to before me this

\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

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

\_\_\_\_\_  
Notary Seal

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

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

**SIGNATURE BY A LIMITED LIABILITY CORPORATION**  
**(SECTION 8)**

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BUSINESS NAME: \_\_\_\_\_

BUSINESS ADDRESS: \_\_\_\_\_

BUSINESS TELEPHONE: \_\_\_\_\_ FAX NUMBER: \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_

FEIN: \_\_\_\_\_ \* CORPORATE FILE NUMBER: \_\_\_\_\_

MANAGING MEMBER: \_\_\_\_\_ MANAGING MEMBER: \_\_\_\_\_

\*\*SIGNATURE OF MANAGER: \_\_\_\_\_

ATTEST: \_\_\_\_\_

Subscribed and sworn to before me this

\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

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

\_\_\_\_\_  
Notary Seal

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

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

**SIGNATURE BY A CORPORATION**  
**(SECTION 9)**

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

BUSINESS NAME: Pro-West & Associates, Inc.

BUSINESS ADDRESS: 8239 State 371 NW, Walker, MN 56484

BUSINESS TELEPHONE: 218-547-3374 FAX NUMBER: 218-547-3375

CONTACT PERSON: Annette Theroux

FEIN: 41-1795858 \*IL CORPORATE FILE NUMBER: 6445-395-5

LIST THE FOLLOWING CORPORATE OFFICERS:

PRESIDENT: Annette Theroux VICE PRESIDENT: Lee Westfield  
Kendis Scharenbroich

SECRETARY: Kendis Scharenbroich TREASURER: Kendis Scharenbroich

\*\*SIGNATURE OF PRESIDENT: Annette M. Theroux

ATTEST: Kendis Scharenbroich (CORPORATE SECRETARY)

Subscribed and sworn to before me this  
5<sup>th</sup> day of February, 2014.

X [Signature]  
Notary Public Signature



My commission expires \_\_\_\_\_  
Notary Seal

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

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

EXHIBIT 1  
Scope of Services

## Scope of Work

The approach Pro-West & Associates, Inc. (PWA) proposes for the Cook County Permit Tracking Application – Stage II is comprehensive: thorough inter-departmental requirements assessment, iterative application development, innovative workflow tools, and overall effective project management – remotely and on-site.

- PWA will provide consistent project management built on clear communication and understanding the County's expectations.
- Developing data in iterative cycles will provide access for project sponsors and managers, solicit input from application users, and create buy in from technical staff.

## Project Solution Overview

PWA understands that Cook County requires a Building Permit Tracking Application to build on the functions within the current Permit Tracking Application. The elements to be programmed into the existing permitting application and as separate related applications include:

- A robust and integrated **Inspections Management Module** that informs all permits within the Permit Tracking Application for inspections due to deficiencies and scheduled annual inspections. All permits require verification of the need to conduct inspections and some permits and licenses require information on up-to-date annual inspections.
- A Publicly accessible **Express Permit (E-Permit) Application Module** that reduces time required to process express permits and facilitates easier permit requests by the public.
- A **Web Payment Module** to integrate with the County's credit card payment process providing the public with easy to use on-line payments for business occupancy, e-permits, and contractor registration., etc:The Web Payment Module should encompass any and all invoices that are generated by the Department of Building and Zoning including but not limited to Annual inspection invoices, sign inspections, elevator inspections, temporary occupancy, miscellaneous revenue, multiple dwelling registration, AH violations, Vacant Building registration fees, etc. See
- An updated **Permit Status Web Application** to integrate with the County's SQL Server database and provide enhancements such as map display, additional query options and more permit information.
- An enhanced **BZ-ZBA Workflow Application** to further streamline the workflow and integrate the application with the Permit Tracking Application.
- An enhanced **Building Permit Tracking Application Stage I**. BZ and other County staff requested enhancements during the project that will extend and create a comprehensive application to improve the daily permitting process. Additional tools will be developed for mark-ups, tracking

inspections, linking to contractor registration cards, managing bond documents and the bond workflow, enhancing the interactivity of the map and tracking exempt properties.

- A web-based **Mobile Tool for Field Inspection** to improve the efficiency of field inspections on GPS-enable devices. The web-based tool will facilitate easy data entry, map viewing, capturing photos and location of inspections. Inspectors are an integral part of the permitting process and the web-based tool will make it easier and faster to communicate with BZ technical and administrative staff

**The project consists of three major phases:**

**Phase 1: Project Initiation and Requirements Assessment**

- Phase 1 will include a comprehensive review of County's needs for development of the application modules and related application functionality. PWA team members will meet on-site with BZ, GIS and other departments to understand and document permitting workflows, tool and process requirements. The on-site meetings will provide information on stakeholder expectations for functionality requirements, permit workflow requirements, interdepartmental and cross-department dependencies, and metrics for permit process improvement. PWA will develop a project management plan during Phase 1 that will guide application development and capture project artifacts during the project.

**Phase 2: Application Design and Integration**

- Phase 2 will include the development of a detailed System Requirements Specification (SRS) document and an Application Design.

PWA will provide an SRS and application designs for the individual Inspections, E-permit, and Mobile Field Inspection Tool modules and present the plan for integrating the modules into the existing Permit Tracking Application.

Enhancements to the BZ-ZBA Workflow Application, the Permit Tracking Application, and the Permit Status Application will be designed for review by the County's Project Team.

A plan will be created to integrate the County's NexisLexis Web Payment service into the Permit Tracking Application and the on-line E-Permits.

**Phase 3: Development, Testing, and Implementation**

- Phase 3 will include the development, testing and implementation of the permitting modules, enhancements and integrated applications in two week iterative cycles.

The cycles will be planned to deliver functionality as it is being developed for input from the County Project Team and County technical staff. County staff will be given access to test the functions following acceptance from the Project team and installation on the County's server.

Internal integration testing will be for each iterative cycle and PWA will provide demonstrations to the County to refine the solution.

User Acceptance Training (UAT) will be conducted on-site for each module and Final Acceptance Training will be conducted on-site when all modules, enhancements and integration has been completed at the end of the project timeline.

**Post- Delivery Support**

- PWA will provide a year of Post-Delivery Support at the completion of Phase 3 for the project. The post-delivery support will provide PWA staff for trouble-shooting and maintaining the system.

## **Phase One: Project Initiation and Requirements Assessment**

### ***Project Initiation***

PWA has built a collaborative relationship with the BZ and GIS departments during the time spent developing the initial Permit Tracking Application. The project initiation will serve to introduce any new members of the team and strengthen the working relationship.

**Kick-off Meeting:** PWA will meet with the County's Project Team for a Kick-off meeting that will introduce PWA and County team members and their respective roles and responsibilities, present the overall project management process, and review the scope, assumptions, timeline, deliverable and expectations for the project.

### ***Requirements Assessment***

A key component in the successful Building Permit Tracking Application project will be involvement, on the part of the County and PWA: involvement in planning the application development to meet the business needs of the Department of Building and Zoning (BZ), and involvement in the functional requirements and application design to provide technical staff with robust tools to do their jobs. Involvement begins with thorough, "leave no stone unturned" requirements assessment to kick-off the project.

The PWA Permit Tracking Application Team (PWA Team) will approach requirements assessment as a collaborative effort between Cook County Stakeholders and PWA. Our project managers will work with County staff during requirements assessment meetings to put together the pieces of the various permit tracking processes to ensure successful development of the application modules and related functionality.

**Requirement Assessment Meetings:** PWA will conduct three (3) days of Requirements Assessment meetings, in groups and with individual staff to collect all workflow information and documents that are associated with the permitting processes and related payment and status applications. PWA has a

general knowledge of the workflow and documents gathered during the *GIZ Zoning Application* and *Permit Tracking Application – Stage I* projects. This knowledge will serve to prepare and focus PWA for discussing specifications with County staff in the most productive manner.

Requirements gathering will involve meeting Cook County Permit Tracking Stakeholders in the:

- Department of Building and Zoning
- Department of Management Information Systems
- Department of Revenue
- Department of Administrative Hearings
- Department of Administration
- Department of Geographic Information Systems

The stakeholder list will be expanded as needed for comprehensive assessment. In particular, the tracking of contractor bonds will require additional departments and agencies.

### ***Project Management Plan***

A draft Project Management Plan will be prepared within two (2) weeks following requirements gathering to further detail the application development process, milestones, expected outcomes for each phase and final deliverables. The Project Management Plan will detail the various permits incorporated into or related to the Permit Tracking Application and the permit workflow between staff and to the public.

A Project Management Plan will be developed based on Project Management Institute (Project Management Professional certifying agency) best practices. Included in the plan will be a project timeline for deliverables, quality management plan and detailed quality control/assurance procedures, risk management plan and risk register, change management plan and change order template, issues management plan documenting dependencies and responsibilities, and a detailed project communication plan between PWA, BZ, other Cook County departments and other agencies.

A review meeting (remote net meeting) to solicit and compile requested changes to the project plan will be conducted with project stakeholders. Following review, a revised project plan will be created to incorporate review input from stakeholders. PWA will edit the document as needed until Cook County is satisfied with the process and accepts the project plan. Application development will begin when the project plan is accepted by the County.

## ***Scheduled Project Meetings***

Following the kickoff meeting, PWA will conduct alternating bi-weekly meetings with the County: Progress Reporting Meetings and Technical Review Meetings.

### **Bi-weekly Progress Reporting Meetings**

PWA will conduct formal Progress Report Meetings between the Cook County Project Manager and the PWA Project Manager (other staff may be requested to attend based on meeting agenda) every other week during the project timeline. These meetings will discuss project issues encountered in the previous two week period, questions or concerns regarding project progress, and planned tasks for the upcoming two week period. These meetings will be approximately ½ hour to one hour in length.

### **Bi-weekly Technical Meetings**

PWA will conduct less formal and more technically focused meetings on weeks between the Bi-Weekly Progress Reports. These meetings will focus on technical aspects of the project that may include design concerns, data development issues, community outreach decisions, and application development issues that had arisen during the execution of the project. These meetings are approximately one hour in length and will include all key PWA Project Team personnel and Cook County staff as appropriate to the topic or application module.

### **Project Closure Meeting**

At the conclusion of the project, PWA will conduct a Project Closure Meeting with the Cook County Project. The meeting will focus on the project process, deliverables, communication, issues – resolved and remaining, and lessons learned. PWA will meet with the County on-site.

### ***PWA Deliverables***

1. Conduct a 1/2 day project Kickoff Meeting
2. Conduct 3 days of Requirements Assessment Meetings
3. Develop a Project Management Plan (draft and final)
4. Conduct bi-weekly Progress Reporting Meetings with the Cook County Project Team
5. Conduct bi-weekly Technical Review Meetings as part of the application iterative development process, with Cook County Technical Staff. Staff members will change depending on the project task in development.
6. Provide monthly status reports for all task deliverables
7. Draft and final Project Management Plan document
8. Participation in a project closeout meeting onsite at the County

### ***Project Sharepoint Site***

PWA will set up and maintain a Project Sharepoint site for posting all relevant documents, images and other information for distribution to the PWA and Cook County Project Teams. The Sharepoint site will be password protected.

## **Phase Two: Application Design and Integration**

Once the County approves the Project Plan Manual, PWA will compile all functional requirements for the applications into a System Specifications Requirements document (SRS) and an Application Design. The Project Management Plan developed in Phase 1 will be utilized to guide development of the SRS and Application Design to meet business needs discovered during requirements assessment.

### ***System Requirements Specification***

The System Specification Requirements document will be built on the functions and workflows as documented during the requirements assessment meetings. The applications developed during Stage II will be built on the infrastructure developed during Stage I of the Permit Tracking Application project, as they are relevant. BZ staff are very familiar with the Permit Tracking Application functionality which will be an asset as the Department works with PWA to design and build the next stage of the application.

The SRS will focus on:

- The permitting workflow for the inspections and mobile inspection tool, and inspections integration with existing permitting processes, including all permit types and violations.
- Functional requirements for permitting business processes: internally, between departments and agencies, and to the public.
- Application mock-ups for development
- Identify any issues and document policies for resolution

### ***Application Design***

The Application Design will include user interface conceptual diagrams to support the functional requirements. Enhancements to the BZ-ZBA Workflow Application and existing Permit Tracking Application will follow the established structure and function of the application. Application Designs will be created for the Inspections Management Module, the Mobile Tool for Field Inspection, and Express Permits. The Application Design may change based on PWA's Stage 1 application design experience. We believe it is most beneficial to the County to have rapid iterations and fluid development to respond to needs discovered during the project, which applies to the application design as the programming is developed, tested and reviewed during technical review meetings.

### ***SRS and Application Design Review***

PWA will conduct a 3 hour remote GoToMeeting with the County's Project Team to review the Phase Two draft SRS and Application Design. PWA will solicit input from the County for changes to the functional requirements, mock-ups, applications and tools prior to delivering the final SRS and

Application Design. The Project Management Plan will be updated with any changes to the project agreed on by PWA and the County.

System Requirements Specifications timeline:

- 2 weeks to develop documentation
- 2 week review period by County prior to remote meeting

The Application Design timeline:

- 2 weeks to develop documentation
- 2 week review period by County prior to remote meeting

***PWA Deliverables***

1. Develop a System Requirements Specification document (draft and final)
2. Develop an Application Design document (draft and final)
3. 3 Hour remote SRS and Application Design Review meeting

**County Responsibilities**

1. Provide feedback to application design which may include existing documentation and/or subject matter experts for the particular application or integration.

## **Phase Three: Development, Testing, and Implementation**

### ***Inspections Management Module***

Cook County is currently developing a web-based Permit Tracking application that automates the permit workflow throughout the County. An integral part of the permit workflow will be inspections. Permit application inspections are crucial to granting a permit or correcting violations during a permit process, and annual inspections (HVAC, plumbing, electrical, building) generate considerable revenue for the County. The County also conducts various inspections on an annual basis that can affect the workflow of a permit.

An Inspections Module for the Permit Tracking Application will meet the business needs for both types of inspections: inspections within the general permit workflow and annual inspections.

Business needs include the ability to query and create mailing lists for invoices, then tracking the payments as they are received. The President's Office requires tracking the permits and annual inspections, the number of inspections being conducted, and in which township and Commissioner District the inspections exist. Query and reporting will track problem properties for administrative review. Time savings will be achieved for information input, query and reporting.

### **Scheduling (sub-application)**

Currently, Inspectors set their own schedule which makes it difficult for administrative overview and is inefficient for routing purposes. The Inspections Module of the application will include a calendar and map to display properties requiring inspection to allow for scheduling and tracking inspections. Inspections can be grouped to make the best use of Inspectors' time and ensure that inspections are conducted in a timely manner and information is reported back to BZ.

BZ staff will be able to query permits by PIN, name, address point or permit number and view the results on a map to plan scheduling. Other information related to that property for the permitting process and inspections will also be accessible, such as Violations, Business Occupancy, and the existence of a General Business License. The outstanding inspections or inspection overdue will be track-able by query or map.

Currently, inspections are generated the first week of every month, printed out, then mailed to either the North Task Force or the South Task Force. The Inspection Module will allow BZ staff to plan inspection at any time without printing and mailing the schedule. The North and South Task Forces can be notified of outstanding inspections or planned inspections, or can choose to log on and check the needed inspections. After an inspection is completed the Task Force staff will have the tools to check off the inspection, add fees, document violations and input field reports. The exchange of information between BZ and Inspections will be paperless, transparent, and more time efficient.

The module will provide a mechanism for inactivate older inspections and archive completed inspections for query and viewing.

The module will include a scheduling view designed to display pending, in process, and completed inspections.

The scheduling view will provide the following tools for inspectors and administrative staff:

- Manually schedule inspection task forces based on geographic location, type of inspections, or timeline
- Display who is assigned to what inspection for the day, week or longer, if needed, on a calendar
- Ability to reorder and edit the inspection
- Communication to inspectors via mobile device or Inspections Module
- Query by PIN or address to display on map to aid in scheduling inspections
- Based on inspection locations – driving distance and time between inspections

- The inspection schedule can be altered to create the most efficient inspection route
- Alter the inspection schedule as inspectors are in the field
  - Inspectors may be able to pick up additional inspections, or will need to reschedule pending inspections when inspection timelines are taking too long.
- Send emails to customers re: inspection schedule
- Status of inspections as they are completed and information entered by inspection teams
  - Ability to dynamically change inspections scheduling
- Query by PIN or address to display on map to aid in scheduling inspections

#### **Internal Web Application – Inspections Management Module**

The Inspections Module will be available internally via a web browser to BZ staff. Administrative tools will allow query and reporting of inspections, and scheduling information will be available for oversight.

The internal desktop Inspections Module will auto-generate invoices after all four (Plumbing, Electric, Building, HVAC) inspections had been completed and checked off by inspectors. The module will calculate fees for the invoiced based on information entered by inspectors. The Inspection Module will automatically calculate late fees and send notification to BZ staff when payments are overdue.

The Inspections module will retain history for payments that can track when a payment was made, how much was paid and what is outstanding. The technical review examiners will be notified of annual inspections that are late. The module will also calculate travel vouchers, cutting down on paper and double entry. The inspectors enter their travel voucher information directly into the module, eliminating the need for filling out a paper travel voucher. The office staff process the vouchers and send notification to the Commissioner for review, and send notification to begin processing the payment.

Inspections will include:

- Full, Plumbing and Electrical permits
- Golf Courses
- Business Occupancy
- Certificate of Occupancy

- Multi-Family units (4 units and above)
- Brookfield Zoo – summer inspection
- Hospitals
- Elevator
- Liquor Store /Establishments
- Nursing Homes
- Sign
- Billboard
- Pools

#### **Map and inventory types of inspections**

- Existing County map services that display parcel information, addresses, imagery and other spatial data would be utilized. The mapping features would be symbolized to differentiate the different types of inspections/Task Forces/schedule information. The maps would be accessible in the Mobile Tool for Field Inspectors and from the Inspections Management Module.
- Mapping will allow inspectors and schedulers to look across days in the future or a range of days. Staff and field inspectors will be able to use the mapping function to view which inspections are coming up, and the type of inspection. Field inspectors, scheduling staff and administrative staff will be able to select inspections based on geographic area, range of dates and type from the map for scheduling in the scheduling view.

#### **Routing / Dispatching**

- The scheduling view of the Inspections Management Module will assign staff to inspections and the routing mechanism will get them to the inspections.
- PWA will utilize ArcGIS for Server to develop routing capabilities in the Inspections Management Module. The County will be required to support routing with a routing layer and a Network Analyst license. PWA will discuss routing with the County and advise on the appropriate data and ArcGIS Server capabilities required to support routing during requirements gathering at the start of the project.
- Routing will be designed so that inspections routes can be set up to follow the optimal route. The optimal route will be defined by BZ staff based on distance and time.

Routing will reference speed limits, one ways, and main arteries as they are attributed in the County's road data.

- To start routing, staff will input start and end locations (based on PIN or address) for inspections. The application will display a base map for visual location and a routing layer on top to display the routes. Routes can be edited to fit changing inspection scheduling. Maps and directions for the routes will be generated to be viewed in the Mobile Tool Solution.
- Esri Network Analyst will be required for the desktop (the routing functions uses a map document accessible with ArcGIS for Desktop) and Network Analyst will be required for ArcGIS for Server. Routing will be setup in the Inspections Management Module and viewable in the Mobile Tool Solution. The County will require ArcGIS for Server 10.1 to create mapping templates for printing routes.

### **Reporting**

A custom report interface will be designed to fit the permit and inspection workflows. Reports will provide information that can be used for decision making, tracking trends for known and discovered issues, and administrative oversight. The reports will facilitate communication between the Department of Building and Zoning staff, and promote quality assurance, transparency and accountability to the customer.

The report interface will generate reports in several formats: custom document layout (similar to the custom document process that was used to create permit printouts, invoices, placards and certificates for PTA-SI) bar and pie charts, and column and row display.

The current PTA-SI application tracks time stamps and then identify of users to enable comprehensive reporting. Information input into the permit and inspections applications can be combined to create complex reports that incorporate multiple parameters.

### **Permit Tracking**

Administrative oversight reports for permit tracking will include, but are not limited to:

- Breakdown by permit type
- Breakdown by description of work
- Breakdown of permits by geographic location (township, task force area, subdivision, region)
- Average amount of time for complete permit processing, technical reviews, violations, permit payment, and permit pickup

- Reports can be generated based on staff person, permit type, PIN, customer #, or time period. The breakdown of information in the reports can be combined to provide complex metrics for supervision and tracking.
- Requests for extension of time
- Violations cited but not finalized
- Permits not closed out within a specified time
- Permits that have not activity within a specified time
- Daily, weekly, monthly, and annual administrative report of permits by geographic location, type, staff, revenue, PIN, contractor, and business
- Revenue generated by permit type, examiner, and period of time

Additional parameters not listed in the list will be gathered at project initiation and incorporated into the reporting function.

#### **Inspections Reports**

- Liquor license
- Elevator
- Permit violations
- Annual inspections
- Multi-family dwelling
- Hospitals
- Nursing Homes
- Business Occupancy
- Electric permits
- Plumbing permits
- Golf courses
- Brookfield Zoo

The above report list will change as reporting needs are discovered during project initiation.

The reports will display inspection information based on geographic area, such as north and south task force by:

- Time per inspection
- Types of inspections performed
- Checklist of tasks per week, month, year for review by scheduler
- Inspections resulting in violations
- Number/type/time of inspection by inspector
- Inspections per PIN, address, date, or type of violation
- Inspection fees paid and amount outstanding
- Number of inspection reports printed for customer

Because the data is stored in a standard SQL Server database, the County will be able to use a standard SSRS (SQL Server Reporting Service) tool to create additional custom reports when a new report is requested by BZ staff, following the completion of the project. New types of reports can be generated without the need for an outside vendor.

### ***Express Permit (E-Permit) Application Module***

All permits in the E-permit category will require one generic web-based application form that requests information that can be utilized by any one type of permit. The E-Permit Application Module will be developed as an independent application that is loosely coupled to the existing permit tracking application via a small set of functional endpoints. The existing permitting application is already structured to support this type of integration and it represents both a current software development best practice as well as the most efficient and least risky mode of development.

The E-Permit interface will be structured around an input form that will collect relevant permit information and include an attachment upload function for uploading plans, sketches, and associated permit information. The application will be submitted by the applicant after filling out the form and directed to permit intake staff for review. Review will be performed on-line, or further information will be requested from the applicant prior to granting the permit. The permit application process will trigger inspections (if needed), review of attachments, fee calculation and collection. When the permit is granted, the applicant will receive notification and a URL to download the completed form.

## E-Permit Types

- Furnace / AC / Whirlpool
- Deck
- Above Ground Pool
- Re-roof
- Shed
- Spa
- Flatwork
- Sump-pump

The focus of the public-facing E-Permit system should be robustness and simplicity. This is a significantly different focus than the internal application, which is built around the County's internal workflow. To serve this focus, the E-Permit Application Module will be developed using a responsive web framework which will provide some level of mobile compatibility – although we emphasize the mobile accessibility is not within the scope of this project and will be possible only on a best effort basis. The choice of the web framework will be the same as that chosen for the Mobile Tool for Field Inspections in order to maximize code reuse during development. Because the Field Inspection tool is a mobile-first application, we expect, due to the common code base, that the E-Permits module will enjoy an improved mobile experience purely due to synergistic effects.

## E-permitting integration

E-permitting data is integrated directly into the SQL Server database for permitting. The e-permit interface available to the public will be a web-based front-end to the PTA-S1 database. E-permitting is coupled to the PTA through a set of functional endpoints that share the same business logic as the PTA process. The PTA and e-permitting applications will use the same underlying database and business processes, eliminating the need for extractions or querying separate screens or applications.

Permit Tracking Application County staff will be able to query and process an e-permit in the same manner that they process express permits for Stage I. The workflow will change only to allow for information input from the customer instead of BZ staff, and communication via email, as needed for permit completion.

Information input from the customer will require review and confirmation at intake. The technical review, permit control and permit issuance process will follow the same workflow, with online payment options, and email notification and issuance of the permit document, invoice, and placard.

Permit reports will be accessible to administrative staff in the same manner as other permits, registrations, licenses and violations reports for Stage I.

### ***Web Payment Module***

The County provides the ability for permit customers to pay their permit fees online through the existing permit status page with MasterCard, VISA, Discover or American Express via LexisNexis Payment Solution. The existing Permit Tracking application and the new E-Permit application will integrate with the existing County payment solution.

#### **Online payments**

Payments will be able to be made online for any payment that has an invoice type and allocation code assigned by the County. An example is Business Occupancy: invoice type F05 and allocation code 4108. The specific payments are limited by whether the County has an assigned invoice type and allocation code.

The same functionality will be utilized that exists for the County's online lock box. Credit or debit card information will be collected by LexisNexis for Visa, Master Card, American Express and Discover.

### ***Integration to and Enhancements of Existing Permit Status Web Application***

The County has a web page connected to the County's website that reports status of a permit application. This project will enhance the available functions of the status web page including multi-criteria search and web-viewer search. The County also grants permits that require simple information input on the application, quick review and inspection. These permit types will be included in an E-Permit web-based application linked to the County website.

### ***Enhancements to Existing Zoning Permit Application (BZ-ZBA Workflow Application)***

Stage II will continue the enhancement work of Stage I by incorporating updated functionality developed for the permit tracking, contractor registration, and violations modules in the BZ-ZBA Workflow Application. The enhancements will grant improved functionality to the BZ-ZBA Workflow Application and provide a visual and functional consistency among the various modules.

#### **Zoning Permit Application Enhancements**

Enhancements to the BZ-ZBA Workflow Application will ensure that the application infrastructure is updated to match the infrastructure changes made to the PTA-S1 application. Any infrastructure type changes will not be noticeable to the user.

Enhancements were requested in the RFP that will require further discovery during the requirements gathering for the project. The enhancements that will be programmed to the Workflow Application include:

- Reorganize the data entry fields for easier use and streamlined workflow
- Reduce the fields and tabs for the variations workflow
- Correct the distance of the map buffers
- Make changes to the memos generated by the application
- Make changes to the address lists within the application

### ***Enhancements to Building Permit Application – Stage I***

The Stage I Application will be enhanced with features requested prior to the Stage II Scope Development, and also features identified during the testing and implementation of Stage I.

#### **Inspections Message Board**

Message board functionality will be integrated into the Permit Review process which will allow bidirectional communication between technical review staff and inspectors. A Notify Inspectors tool has been “stubbed in” to the existing PTA to facilitate communication between inspectors and BZ permitting staff.

The message board sends messages directly to the specific task force or specific inspection. The message will reference the permit or PIN and allow the inspector to connect with the PIN by clicking a link in the message. If the message is a requested inspection, the inspection will appear on the scheduling view for scheduling the Task Force required

#### **On-screen Measure Tool**

On-screen measurement can be accomplished for examiners through the use of third party tools. All third party software shall be procured separately by the County in compliance with the County’s procurement ordinance. The tools would be integrated into the workflow for technical reviewers of .pdf or .dwg documents.

#### **On-screen mark-up (notes, graphic elements) tools**

Mark-ups can be performed on-screen for images captured in the field on the Mobile Inspections Module, or images viewed on the mobile device. Mark-ups can also be drawn on a pdf, saved as vector data to edit the document and stored for viewing in the PTA. The process can be performed with a desktop or web-based browser tool.

**On-screen signatures** can also be captured in the Mobile Inspections Module via the HTML 5 Canvas API options that captures and posts the signature to the form being signed. The parties agree that electronic signature functionality is out of scope for this Agreement. If the parties amend this Agreement to include electronic signatures, or if the parties define requirements for such functionality

through another agreement, then the parties shall work together in good faith to ensure such inclusions or definitions meet the requirements of Illinois' Electronic Commerce Security Act, 5 ILCS 175/1 et seq.

The on-screen mark-up or signature can be emailed as a pdf via a mobile email client, and sent via the existing PTA email notification framework that is already in place. A printout of the pdf or form containing on-screen mark-ups or signatures can be printed to a mobile printer that is enabled for iOS and Android. PWA will work with the County to identify and integrate a 3<sup>rd</sup> party mobile app for mobile printing. All third party software shall be procured separately by the County in compliance with the County's procurement ordinance.

### **Tracking annual inspections**

The tracking of annual inspections for sites with cross connection control and fire pumps will be included in the Inspection Management Module. . Tracking will include the ability to schedule via the schedule view, map annual inspections, and print reports. Functions listed in items 2.3.5 and 2.8.1/1 apply to annual inspections.

### **Contractor Registration Cards**

Scanned digital contractor registration cards containing the signature of the applicant will be viewable online through the Contractor Registration Module of the PTA. The image will be viewed to compare with the signature of the applicant requesting renewal of a registration. The image can be printed, as needed, and will be archived in the PTA. This scanned image will be accessible to all permitting staff as part of their permitting workflow.

Scanning the contractor registration cards is not included in the cost of this project. The option to scan the cards is included as a renewal option in the cost proposal.

### **Web-based Contractor Bond Tool**

PWA will develop a tool that will provide upload and viewing functions of the bond process. The tool, integrated into the contractor registration module, will be able to send notifications for routing to various departments and outside agencies for the bond process. Notifications will include scanned or digital documents requiring review by the authorized agencies. The tool will track the status of the bond process to inform BZ staff.

### **Interactively Select a Parcel**

PWA will develop functionality to interactively select a parcel from the County's map display (uses Cook Viewer and County map services) to display associated permit information. The user will still be able to enter a PIN in the PTA and then zoom to the parcel in the map, and also be able to select a parcel in the map to open up the PTA and display a list of permit information related to that PIN.

### **Tracking Exempt Properties**

The Permit Tracking Application will be enhanced to compare the permit application with the County assessment records to determine exempt properties. Exempt property attribute information will be stored along with the permit for the property in the permit application database.

### **Field Reports Accessibility**

A Field Report functionality will be added to the PTA Workflow panel on right of the page for the PTA interface. BZ staff will access the field report associated with a permit or query to display a field report directly from the PTA.

### **Autofill Applicant to full permit**

A full permit requires the application information to be entered in addition to the contractor information. The applicant and the contractor are most often the same for full permit which now requires redundant data entry. PWA will program a button into the applicant information tab that will display the contractor information when selected, thus eliminating the redundant entry of information.

### **Violations Auto-fill**

An Autofill function will be programmed into the Violations module that will allow Violations staff to pick inspectors from a drop down list to Autofill contact and other information related to the inspector. Violations have developed a database of inspector information that will be used to populate the Autofill boxes.

### **Performance measurement capabilities**

PWA will be developing metrics starting after deployment of the PTA – SI in January 2014. The metrics in Stage I will track progress and success of the permit process from intake to issue.

The same process for developing metrics for PTA-SI deployment will be followed during PTA-SII development and deployment.

The metrics are interwoven with the reporting functions built into the applications for permits, violations, registrations, e-permits, payments, inspections, and staff tasks. The same date stamps and User ID functions used to generate reports will be used to track and report metrics.

Performance metrics will be discussed with Cook County Department of Performance Management and the County Project Sponsor and Project Stakeholders. The beginning metrics will be documented in the project plan and updated throughout the lifecycle of the project.

Benchmarks will be developed at the beginning of PTA-SII to use for comparison during and following the project application development. Benchmarks will be used to track and report the progress of the application use and provide accountability.

Metrics established during project initiation are expected to change during the project due to user education and understanding, and evolving needs of the department. The list of metrics listed below are a starting point for performance measurement.

Track progress and success of **inspection scheduling**, such as:

- Response time
- Completion rate
- Average mileage per inspection
- Number of inspections by day/week/month/year per type/geographic region/inspector
- Time from inspection to violation
- Customer comments related to timeliness/inspection team

Track **mobile inspections** success:

- Ease of use for inspectors
- Time required to complete inspection process compared to previous process
- Response time from BZ staff
- Ease of use for customer
- Communication between inspectors and BZ staff
- Success of digital signature
- Time saved by printing report in the field

Track **Inspections Management Module** success:

- Ease of use for inspectors and BZ staff
- Improvement in time to generate invoices
- Inspections that are conducted on-time and late
- Improvement in responding to late inspections
- Rate the use of module by inspectors for vouchers, notification
- Estimated inspection routing time vs. actual inspection routing time

Track progress, usage and success of **e-permits online**:

- Hits and use compared to previous permitting process
- Completion time compared to previous process
- Staff time required compared to previous process
- Revenue generated for month/year compared to previous years
- Completion of e-permits online
- Requests for assistance from customers over period of time

## **Mobile Tool for Field Inspection**

The project will incorporate a web-based functionality that is accessible to Inspectors in the field. The pre-defined forms will allow Inspectors to check-off inspection items, use drop-down boxes for standardized responses, write violations in the field, and provide free-form comments. The application will be able to send location information and data to the internal web application for review by BZ and Administrative staff. BZ has not yet decided on a mobile device for inspections.

A Mobile Browser Web Application will provide efficient in the field annual inspections based on information queried from the Permit Tracking Application. The annual inspections will be generated in the office and inspectors will be notified. The inspectors will perform the inspections, enter information in the field, and complete the inspections triggering a notification to the BZ office that the inspection has been completed.

The mobile browser used in the field will seamlessly collect data that will be used by the internal Inspections Module for invoicing, payments, and administrative oversight. Instead of updating 3 screens, as is now performed, the information will be entered once and accessible for multiple processes.

The mobile module will integrate with the proposed message board functionality that will be added to the existing permitting application during Phase II. A goal of the message board functionality is to provide a mechanism that grants the ability to quickly communicate with technical reviewers and they, in turn, can provide rapid feedback to the inspectors.

### **Mobile solution**

The mobile tool solution is a mobile web application that will run on browsers for both iOS and Android operating systems.

The mobile tool will have the following capabilities:

- **Spatial editing** will be programmed into the tool using Esri's Javascript API. The API will provide functionality for collecting location information in the field, attaching images captured by the device to the location. Data for polygons and lines can be entered and edited, as well as attribute information input through drop-down, radio and free form text boxes.
- **Mapping** will also be programmed using Esri's Javascript API. Maps will display based on the County's map services. Tools will include navigation tools, identify, display database information, and multiple queries.
- **Mark-ups** will utilize HTML extensions supported by mobile browsers. The mark-up tools will rely on drawing libraries that are provided by the browser.
- **Data upload and download** will be provided to the County's designated server. It is not necessary to sync the device to transfer the data to the server since the mobile tool will have connectivity to the inspection database while in the field.
- **Reporting capabilities** that will be included in the mobile tool solution include:
  - Field report generation and editing
  - HTML web-based reports
  - Reports that are generated in .pdf format since current mobile browsers for iOS and Android support viewing in .pdf form
  - Forms and other web content will be tailored to the mobile form factor (the size of the mobile device display area)

## ***Installation on Site***

### **Coordinate Installation and Knowledge Transfer**

At deployment, knowledge transfer for system administrators and staff responsible for data maintenance and loading will be provided. All knowledge transfer will be supported with application documentation.

### **Execute Use Case Functionality**

Once the systems were installed, testing the system will be coordinated with the County via use case functionality to ensure system operation according to design specifications and Cook County expectations. Adjustments and fixes will be made at this stage before the system goes "live".

Deployment will include installation and testing of the applications, related functionality, notification systems, payment functions, mobile application communication, connections to Web services, and other aspects of the systems.

### **User Acceptance Testing**

PWA will conduct User Acceptance Testing (UAT) on-site with County staff at the end of development for each deliverable application or related functionality in Phase Three of the project. County staff will attend a half day testing event conducted to confirm that the completed module or functionality meets the expectations and functional requirements developed during Phase One and Two of the project. PWA will perform any corrective programming required following the UAT to meet the requirements for the application or functionality.

### **Final Acceptance Testing**

PWA will conduct Final Acceptance Testing (FAT) on-site with County staff at the end of development for all deliverables and prior to training at the end of the project to ensure that the applications and functionality met the overall expectations of the County and the functional requirements of the project.

The FAT will be conducted during a two day on-site testing period with Cook County staff. FAT issues will be documented for resolution by PWA. The issues will be tracked and corrected to meet the County's expectations prior to final acceptance of project deliverables by the County.

## ***Training***

### **On-site Application Training**

Training lessons will be developed and taught to Cook County staff. A manual will be included in the trainings and can be utilized by the County to train new employees or other departments.

- 4 - half day training sessions will be conducted on 2 consecutive days on-site at Cook County. Training dates and times will be determined by Cook County during the course of the project.
- Training manuals will accompany training sessions. Manuals will be printed, bound, and distributed to training attendees. Cook County will own the .doc and .pdf format, to be delivered at the time of the training, and will have the authority to print manuals as needed for future training.
- Training will vary depending on the students. Training will be provided for inspections field staff, and BZ administration and technical staff.

### **Application Components Administration Training**

Documentation for administration of the application components will be developed for County technical staff and delivered at the time the applications are deployed in Cook County's software environment.

- Application experts will be available during application development to answer County questions or concerns.
- Application experts will provide follow-up support for the application throughout the project timeline.

### **Training for field inspectors**

Training for field inspectors will be provided for the North and South Task Forces. Task Force members will be included in technical reviews as the Inspections Maintenance Module and Mobile Tool for Inspectors is being developed to ensure capability with the inspection workflow and buy-in from inspectors.

### **User Acceptance Training**

Field inspectors will participate in both User Acceptance Training (UAT) and Final Acceptance Training (FAT) at the end of development for the inspections modules. The user acceptance training will be conducted in the field to confirm that the completed module and functionality meets the expectations and functional requirements of the inspectors.

### **Final Acceptance Training**

Field inspectors Final Acceptance Training (FAT) will also be conducted in the field. The FAT will occur at the end of development and prior to formal training held at the County. The FAT is conducted to ensure that any issues outstanding are resolved and the inspectors are satisfied with the modules prior to delivery.

**County Training** will be held for all tasks within the project when the applications and programming have been accepted and staff are prepared for training. Training for the Inspections Management Module and the Mobile Tool for Inspectors will be expanded at that time to include administrative staff and other staff connected with inspections. Training lessons will be developed that include a manual and PowerPoint slides. The manual and slides are the property of the County and can be used for training at other times by County staff for new employees or as a refresher.

### ***Assumptions***

- The County will be on Esri ArcGIS Server 10.1.
- The map services will be accessed by a short lived and long lived tokens.
- The County will extract tables and fields from Passport relating to the Permit Tracking Application. (PWA will collaborate with County to ensure extraction data is functional in the Permit Tracking Application)
- There is no requirement for importing Permit Tracking Application data into PTS.
- Dacra, iNovah and LexisNexis: Documents and established APIs and procedures exist for interacting with these systems. PWA will not take any extraordinary development measures to integrate with the systems.

- We assume that PWA will continue to have the same level of access to the County computer systems as in the Permit Tracking Application – Stage 1 project.
- For the mobile inspection tool, we assume either a) the County will provide access to all relevant map services and data sources from the public internet or b) the County will configure a VPN connection for the mobile devices or similar secured access to internal services.
- PWA will not be able to implement the on-screen measure and on-screen mark-up tools, as an enhancement to the Permit Tracking Application – Stage I, if it is determined that the implementation is not feasible.

***PWA Deliverables***

1. Development of the **Inspections Management Module**
  - a. Development, testing and test scripts
  - b. User Acceptance Testing (UAT) on-site at Cook County
  - c. Corrective programming following UAT
  - d. Installation on the Cook County Server
  - e. Application testing and maintenance of testing scripts
2. Development of the **E-Permit Online Application**
  - a. Development, testing and test scripts
  - b. User Acceptance Testing (UAT) on-site at Cook County
  - c. Corrective programming following UAT
  - d. Installation on the Cook County Server
  - e. Application testing and maintenance of testing scripts
3. Enhancements and Editing to the **BZ-ZBA Workflow Application**
  - a. Development, testing and test scripts
  - b. User Acceptance Testing (UAT) on-site at Cook County
  - c. Corrective programming following UAT
  - d. Installation on the Cook County Server
  - e. Application testing and maintenance of testing scripts

4. Enhancements to the **Permit Tracking Application Stage I**

- a. Development, testing and test scripts
- b. User Acceptance Testing (UAT) on-site at Cook County
- c. Corrective programming following UAT
- d. Installation on the Cook County Server
- e. Application testing and maintenance of testing scripts

5. Development of the **Mobile Field Inspection Tool**

- a. Development, testing and test scripts
- b. User Acceptance Testing (UAT) on-site at Cook County
- c. Corrective programming following UAT
- d. Installation on the Cook County Server
- e. Application testing and maintenance of testing scripts

6. **Web Payment Module Integration**

- a. Application testing and test scripts
- b. Corrective programming
- c. Installation on the Cook County Server

7. Enhancements and Edits to the **Existing Permit Status Web Application**

- a. Development, testing and test scripts
- b. Corrective programming
- c. Installation on the Cook County Server
- d. Application testing and maintenance of testing scripts

8. On-site half day User Acceptance Testing (UAT) for each application deliverable

9. On-site 2 day Final Acceptance Testing (FAT) testing for all project application and functionality deliverables

10. 4 – half day on site trainings conducted on 2 consecutive days

- a. Training manual

### ***County Responsibilities***

1. The County will provide an application administrator point of contact who is actively involved in maintaining the application throughout development with the expectation that the contact will become the primary application maintainer.
2. Map services will be required to be up and functioning throughout the project. Map services must be updated and maintained to support the application requirements.
3. The County will provide a project technical point of contact who is actively involved

## **Post-Acceptance Maintenance**

PWA will provide Post Acceptance Maintenance application support, trouble-shooting, tuning, updates and fixes following development and installation for a one-year period following the completion of Phase 3 of the project.

Support and technical advice will be provided during normal business hours of 8:00 am to 5:30 pm Central Time. PWA will provide a point of contact for reporting any issues or to request support or advice.

### ***PWA Deliverables***

1. Ongoing post acceptance maintenance application support, troubleshooting, tuning, updates and fixes

### **Maintenance items include:**

- Bug fixes
- Additional look-up tables
- Additional items added to forms
- Administrative tool maintenance – users, sub-applications
- Updates for compatibility with Esri, SQL, Microsoft upgrades
- Update reports to reflect workflow changes
- Update input forms to reflect workflow changes

### **On-call support**

- Following system acceptance during Phase Three technical support will be provided to County technical staff (via remote access to the application, as needed) to respond to questions or address issues.
- The project deliverables will be under warranty to be in working condition throughout the project timeline, and to the end of the post acceptance maintenance 1 year period.

## **Renewal Option**

### **Manual Manipulation of Imported Passport Information**

PWA worked to import the Passport database items related to permitting during the Building Permit Tracking Application – Stage 1 project. BZ staff entered information into Passport for full permits, electrical permits, plumbing permits, contractor registration, business occupancy, violations, express permits and inspections. The Passport system contains text fields that have various data, some conforming to the intention of the field and some as notes on a permit. During the importing task it was discovered that the data does not migrate into the Permit Tracking Application field for field because of the non-conforming types of information in Passport. The resolution to this problem was to create notes fields to contain the information.

To resolve the migration issue and provide Department of Building and Zoning staff with a better historical record of permits requires manual manipulation of the Passport data into the correct field formats and parsing out information that was entered as notes.

PWA proposes a discussion with the Department of Building and Zoning during project initiation Requirements Assessment Meetings to determine the level of effort required to manually manipulate the migrated data. PWA would create an estimate for level of effort following the Requirements Assessment Meetings for further analysis and discussion.

It is our opinion, that manual manipulation of the migrated data is an important focus for historical permits (permits input into Passport prior to using the Permit Tracking Application). The return on investment for manual manipulation will be to save time for County staff and provide a complete history of historical permits for the public.

### **Scanning Contractor Registration Signature Cards**

Currently, each contractor who applies as a new contractor doing work within the County is required to sign a contractor registration card. The contractor is also required to provide proof of identity (such as a driver's license) in person at the time of applying for registration. The paper signature card is used during the renewal process to verify the identity of the contractor.

The enhancement to the Permit Tracking Application – Stage 1 will require the paper signature cards be scanned into a digital format for linking with the contractor registration module of the application. PWA proposes that the contractor registration cards be analyzed for number, condition and possible methods of scanning during the Requirements Assessment Meetings. PWA will provide an estimate of level of effort for scanning the registration cards to aid the County in determining whether the scanning can be performed in house or will require outsourcing to a vendor.

The parties agree that this Agreement does not include the scanning or importing of drivers licenses or state identification cards (collectively, "DL Numbers") into the Permit Tracking Application. If the parties amend this Agreement to include the importing of DL numbers into the Permit Tracking Application, then the parties shall work together in good faith to ensure all reasonable measures reasonably are instituted to protect DL numbers in accordance with Illinois' Personal Information Protection Act, 815 ILCS 530/1 et seq.

## **Quality Control and Assurance**

PWA is committed to effective Quality Assurance and utilizes Collaborative Project Management Tools (CPMT) to develop and integrate application programming, use case testing, and management roles within a project and to address the essential quality assurance issues inherent to software development.

## **Application Programming Quality Assurance**

Application programming to develop the Permit Tracking Application modules and related functionality will follow software industry best practices, beginning with identifying project requirements through the use of functional and non-functional specifications developed during Project Initiation with Cook County. The project managers and lead developer will be responsible for developing SRS and Application Design documents from these specifications.

Programmers will be tasked with implementing the documents while adhering to PWA internal development methodology that mandates the use of version control, unit testing and continuous integration testing. Our development methodology expects that a project specification will naturally evolve over time and our procedures are designed to accept these changes as routine with minimal impact on software quality and schedule.

## **Methods and Tools**

Programmers adhere to a subset of the Agile Software Development methodology. Specifically, methods focus on:

- Continuous integration speeding up the delivery of software by decreasing integration times.
- Small releases made on a pre-determined schedule with each release being a small segment of the total software. The small releases are only alpha quality and are not intended to go live, but to enable feedback.

- Collective code ownership making all the developers responsible for all of the code and any developer able to change any of the code.

Feedback received from Cook County during development will be incorporated into our development process through the creation of additional use cases that address Cook County's needs.

Internally, the following tools will be utilized to support application development:

- git                    Version Control System
- GitHub              Project Management/Issue Tracking
- Jenkins              Continuous Integration Server
- NUnit + Moq        Unit Testing and Mocking Frameworks

## **Project tracking**

### **Project Sharepoint Site**

PWA will set up a Project Sharepoint Site for project management and to facilitate communication. The Sharepoint site will be used for the following:

- Uploading scanned support documents and images
- Project management documents
- Bi-weekly meeting agendas and minutes
- Project artifacts, such as the:
  - Project Management Plan
  - System Requirements Specification document
  - Application Design
  - Risk Register
  - Change Orders
  - Dependency Tracking

### **Point of Contact**

PWA will provide two Project Managers – remote and on-site who will be the primary point of contact for project scopes, and the project plan manual. The scope of work will include specific project deliverables, timelines, project team members and responsibilities, project risks, budgets and client

responsibilities. In addition, the Project Manager will coordinate with the County regarding an appropriate communication method (contacts, frequency of budget/progress reports) for the project.

The Project Managers will be directly available to County personnel during the project and will manage the project tracking system's setup prior to the start of the project.

PWA team members will be required to report to the Project Manager on a weekly basis throughout the lifecycle of the project to ensure timelines, needs and budgets were in line with the scope of the project. Internal project tracking systems will track project tasks, timelines and status. A change in the project will be immediately communicated to the client project manager.

## **Cost and Schedule Control**

The cost and schedule will be reviewed throughout the course of the project and included within project status reports presented during the bi-weekly and monthly status meetings with Cook County project staff. All project managers will have access to project financial and performance status data, which will be updated on a regular basis throughout the project as key deliverables were completed and other project milestones were reached. The Project Manager will maintain sufficient resources to stay on schedule and to support change processes that will detect possible issues during the project's development, and will resolve them in a timely manner. The schedule, as well as weekly meetings with the team Project Managers, will track project progress and make early resource problem detection possible.

### ***PWA Deliverables***

1. Development the Installation and Configuration Guide document
2. Maintain source code control
3. Create software builds at regularly defined intervals
4. Project Sharepoint Site
5. Ongoing
  - a. Development, testing and test scripts
  - b. User Acceptance Testing (UAT) on-site at Cook County
  - c. Corrective programming following UAT
  - d. Installation on the Cook County Server
  - e. Application testing and maintenance of testing scripts

## **Project Schedule**

PWA anticipates the Permit Tracking Application – Stage II project will start on March 1, 2014 and end on February 28, 2016. The three phases in this proposal shall be completed in Year One and will be followed by Post Acceptance Maintenance for one year following the completion of Phase 3. The project schedule may change following contract approval and project initiation planning.

# Final Deliverables

| Permit Tracking Application – Stage II Project Deliverables                                   |  |  |
|---|--|--|
| Meetings, Training, Testing, Installation   | Documents                                      | Applications, Modules and Enhanced Functionality |
| <b>Project Kickoff and Project Management Plan</b>  |  |  |
| 4 Hour Kickoff Meeting  |  |  |
| Requirements Assessment   | Project Management Plan                        | Project Sharepoint site hosted by PWA            |
| 3 days on-site Requirements Assessment Meetings   | Meeting Minutes                                |  |
| Bi-Weekly Progress Reporting Meetings   | Meeting Minutes                                |  |
| Bi-Weekly Technical Review Meetings   | Reports  |  |
| Monthly Status Reports  | Project Artifacts and Lessons Learned Document |  |
| On-site Project Close-out Meeting   |  |  |
| <b>Development Functionality and Application Requirements</b>                                 |  |  |
| 3 hour remote SRS and Application Design Review   | Systems Requirement Specifications             |  |
|   | Application Design                             |  |
| <b>Applications, Enhancements and other Functionality</b>                                     |  |  |
| Application Testing   | Application Testing Scripts                    | Inspections Management Module                    |
| On-site ½ day User Acceptance Testing (UAT)   | Application Testing Scripts Maintenance        | E-Permits Online Application                     |
| Installation on Cook County Server  | Training Manual                                | BZ-ZBA Workflow Application Enhancements         |
| On-site 2 day Final Acceptance Testing (FAT)  |  | Permit Tracking Application Enhancements         |
| On-site 4-½ day Application Training  |  | Mobile Field Inspection Tool                     |
|   |  | Web Payment Module Integration                   |
|   |  | Permit Status Web Application Enhancements       |
| <b>Ongoing Post Acceptance Maintenance Support for 1 year following completion of Phase 3</b> |  |  |
| <b>Phase One: Project Management</b>  |  |  |
| <b>Phase Two: Application Design and Integration</b>  |  |  |
| <b>Phase Three: Development, Testing, and Implementation</b>                                  |  |  |
| <b>Post Acceptance Maintenance</b>  |  |  |

EXHIBIT 2

Schedule of Compensation

# Permit Tracking Application - Stage II

## Schedule of Compensation

Pro-West & Associates, Inc. shall invoice the County after completion of, and acceptance by Department of Building and Zoning, for the following deliverables:

| <b>Phase 1 - Project Management</b>  |    |                    |
|--|----|--------------------|
| <b>Task 1.1 - Project Kickoff and Project Management Plan</b>  |    | <b>\$12,370.00</b> |
| 4 hour kick-off meeting - additional preparation time AMT, LJS, DS   | \$ | 4,640.00           |
| Develop a Project Management Plan (draft and final version)  | \$ | 7,730.00           |
| <b>Task 1.2 - Requirements Assessment</b>  |    | <b>\$17,100.00</b> |
| 3 day on-site requirements assessment meetings for the Permit Application and associated workflows and functionality | \$ | 16,300.00          |
| Participation in internal meetings   | \$ | 800.00             |
| <b>Phase 2 - Application Design and Integration</b>  |    |                    |
| <b>Task 2.1 - Develop Functionality and Application Requirements</b>   |    | <b>\$7,950.00</b>  |
| Develop a System Requirements Specification document and Application Design (draft and final versions)               | \$ | 7,950.00           |
| <b>Phase 3 - Professional Services</b>   |    |                    |
| <b>Task 3.1 - Inspections Management Module Development</b>  |    | <b>\$22,660.00</b> |
| Module Development   | \$ | 22,660.00          |
| <b>Task 3.1.1 - Inspections Management Module Testing</b>  |    | <b>\$16,170.00</b> |
| Application testing and test scripts   | \$ | 3,520.00           |
| User Acceptance Testing (UAT) On-site  | \$ | 1,320.00           |
| Corrective programming following UAT   | \$ | 11,330.00          |
| <b>Task 3.1.2 - Inspections Management Module Installation</b>   |    | <b>\$3,850.00</b>  |
| Installation on Cook County Server   | \$ | 2,090.00           |
| Application testing and maintaining test scripts   | \$ | 1,760.00           |
| <b>Task 3.2 - E-permit On-line Application Development</b>   |    | <b>\$32,060.00</b> |
| Module Development   | \$ | 32,060.00          |
| <b>Task 3.2.1 - E-permit On-line Application Testing</b>   |    | <b>\$28,200.00</b> |
| Application testing and test scripts   | \$ | 1,760.00           |
| User Acceptance Testing (UAT) On-site  | \$ | 990.00             |
| Corrective programming following UAT   | \$ | 25,450.00          |

*Permit Tracking Application - Stage II  
Schedule of Compensation (Cont.)*

|   |              |                    |
|---|--------------|--------------------|
| <b>Task 3.2.2 - E-permit On-line Application Installation</b>         |              | <b>\$2,640.00</b>  |
| Installation on Cook County Server                                    | \$ 880.00    |                    |
| Application testing and edit test scripts                             | \$ 1,760.00  |                    |
| <b>Task 3.3 - BZ-ZBA Workflow Application Development</b>             |              | <b>\$9,050.00</b>  |
| Module Development  | \$ 9,050.00  |                    |
| <b>Task 3.3.1 - BZ-ZBA Workflow Application Testing</b>               |              | <b>\$4,980.00</b>  |
| Application testing and test scripts                                  | \$ 2,010.00  |                    |
| User Acceptance Testing (UAT) On-site                                 | \$ -         |                    |
| Corrective programming following UAT                                  | \$ 2,970.00  |                    |
| <b>Task 3.3.2 - BZ-ZBA Workflow Application Installation</b>          |              | <b>\$3,580.00</b>  |
| Installation on Cook County Server                                    | \$ 880.00    |                    |
| Application testing and edit test scripts                             | \$ 2,700.00  |                    |
| <b>Task 3.4 - Permit Tracking Enhancements Stage I Development</b>    |              | <b>\$23,570.00</b> |
| Module Development  | \$ 23,570.00 |                    |
| <b>Task 3.4.1 - Permit Tracking Enhancements Stage I Testing</b>      |              | <b>\$16,610.00</b> |
| Application testing and test scripts                                  | \$ 1,760.00  |                    |
| User Acceptance Testing (UAT) On-site                                 | \$ 1,320.00  |                    |
| Corrective programming following UAT                                  | \$ 13,530.00 |                    |
| <b>Task 3.4.2 - Permit Tracking Enhancements Stage I Installation</b> |              | <b>\$3,080.00</b>  |
| Installation on Cook County Server                                    | \$ 880.00    |                    |
| Application testing and edit test scripts                             | \$ 2,200.00  |                    |
| <b>Task 3.5 - Mobile Field Inspection Tool Development</b>            |              | <b>\$27,060.00</b> |
| Module Development  | \$ 27,060.00 |                    |
| <b>Task 3.51 - Mobile Field Inspection Tool Testing</b>               |              | <b>\$18,370.00</b> |
| Application testing and test scripts                                  | \$ 3,520.00  |                    |
| User Acceptance Testing (UAT) On-site                                 | \$ 1,320.00  |                    |
| Corrective programming following UAT                                  | \$ 13,530.00 |                    |
| <b>Task 3.5.2 - Mobile Field Inspection Tool Installation</b>         |              | <b>\$2,810.00</b>  |
| Installation on Cook County Server                                    | \$ 1,210.00  |                    |
| Application testing and maintaining test scripts                      | \$ 1,600.00  |                    |

Permit Tracking Application - Stage II  
Schedule of Compensation (Cont.)

|   |    |                    |
|---|----|--------------------|
| <b>Task 3.6 - Web Payment Module Integration</b>  |    | <b>\$9,130.00</b>  |
| Web Payment Integration   | \$ | 9,130.00           |
| <b>Task 3.61 -Web Payment Testing</b>   |    | <b>\$3,630.00</b>  |
| Application testing and test scripts  | \$ | 1,100.00           |
| Corrective programming following UAT  | \$ | 2,530.00           |
| <b>Task 3.6.2 - Web Payment Installation</b>  |    | <b>\$2,420.00</b>  |
| Installation on Cook County Server  | \$ | 2,420.00           |
| <b>Task 3.7 - Existing Permit Status Web Application Integration and Enhancements</b>                     |    | <b>\$13,860.00</b> |
| Web Payment Integration and Enhancements  | \$ | 13,860.00          |
| <b>Task 3.71 -Existing Permit Status Web Application Testing</b>  |    | <b>\$4,070.00</b>  |
| Application testing and test scripts  | \$ | 1,100.00           |
| Corrective programming following UAT  | \$ | 2,970.00           |
| <b>Task 3.7.2 - Existing Permit Status Web Application Installation</b>                                   |    | <b>\$4,570.00</b>  |
| Installation on Cook County Server  | \$ | 2,970.00           |
| Application testing and maintaining test scripts  | \$ | 1,600.00           |
| <b>Task 4 - Quality Assurance</b>   |    |                    |
| <b>Task 4.1 Application Quality Assurance</b>   |    | <b>\$5,940.00</b>  |
| Develop the Installation and Configuration Guide document (draft and final versions)                      | \$ | 1,540.00           |
| Maintain source code control  | \$ | 2,200.00           |
| Create software builds at regularly defined intervals   | \$ | 2,200.00           |
| <b>Task 4.2 Project Monitoring and User Expectation Management</b>  |    | <b>\$22,300.00</b> |
| Bi-weekly status meetings - 26 meetings & prep  | \$ | 10,400.00          |
| Bi-weekly technical review meetings - 26 meetings & prep  | \$ | 10,400.00          |
| Monthly status reports for all task deliverables and financials   | \$ | 1,500.00           |
| <b>Task 4.3 Testing Activities</b>  |    | <b>\$17,500.00</b> |
| Develop a Test Plan document (draft and final versions)   | \$ | 1,540.00           |
| Development of the FAT test scripts (draft and final versions)  | \$ | 2,640.00           |
| Develop testing acceptance criteria for deliverables  | \$ | 1,320.00           |
| Final Acceptance Testing (FAT) On-site  | \$ | 10,460.00          |
| Final Acceptance Testing (FAT) support for reporting, tracking, acceptance criteria and corrective action | \$ | 1,540.00           |

Permit Tracking Application - Stage II  
Schedule of Compensation (Cont.)

| <b>Task 5 - Training</b>                                  |    | <b>\$24,375.00</b> |
|---|----|--------------------|
| Training materials (draft and final versions)             | \$ | 13,200.00          |
| Three days of onsite custom training & knowledge transfer | \$ | 11,175.00          |

| <b>Task 6 - Post Delivery Support</b>   |    | <b>\$19,460.00</b> |
|---|----|--------------------|
| Ongoing system maintenance support, tuning and troubleshooting for all deliverables | \$ | 18,710.00          |
| Monthly status reports for all task deliverables and financials                     | \$ | 750.00             |

|  |                           |                     |
|--|---------------------------|---------------------|
|  | <b>Total Project Cost</b> | <b>\$379,365.00</b> |
|--|---------------------------|---------------------|

**Maximum Compensation:** Compensation under this Contract shall not exceed \$379,365.00 without proper authorization per Article 10.c.

**EXHIBIT 3**

**Evidence of Insurance**



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

01/29/2014

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><br>First National Bank of Walker<br>Insurance Services<br>PO Box 520<br>Walker, MN 56484<br>Brian Hein | <b>CONTACT NAME:</b><br>_____        |                                |
|  | <b>PHONE (A/C No, Ext):</b><br>_____ | <b>FAX (A/C, No):</b><br>_____ |
| <b>E-MAIL ADDRESS:</b><br>_____  |                                      |                                |
| <b>INSURER(S) AFFORDING COVERAGE</b>   |                                      | <b>NAIC #</b>                  |
| <b>INSURED</b><br>Pro-West & Associates Inc.<br>P & W Enterprises<br>PO Box 812<br>Walker, MN 56484                    | <b>INSURER A:</b> Secura             | <b>22543</b>                   |
| <b>INSURER B:</b><br>_____   |                                      |                                |
| <b>INSURER C:</b><br>_____   |                                      |                                |
| <b>INSURER D:</b><br>_____   |                                      |                                |
| <b>INSURER E:</b><br>_____   |                                      |                                |
| <b>INSURER F:</b><br>_____   |                                      |                                |

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

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

| INSR LTR | TYPE OF INSURANCE  | ADDL INSR                                | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS  |                               |
|----------|--|--|----------|---------------|-------------------------|-------------------------|---|-------------------------------|
| A        | <input checked="" type="checkbox"/> GENERAL LIABILITY  | X  | X        | BP-2067931    | 04/03/2013              | 04/03/2014              | EACH OCCURRENCE \$ <b>1,000,000</b>   |                               |
|          | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY   |  |          |               |                         |                         | DAMAGE TO RENTED PREMISES (Ea occurrence) \$ <b>100,000</b>   |                               |
|          | <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR   |  |          |               |                         |                         | MED EXP (Any one person) \$ <b>5,000</b>  |                               |
|          |  |  |          |               |                         |                         | PERSONAL & ADV INJURY \$ <b>Included</b>  |                               |
|          |  |  |          |               |                         |                         | GENERAL AGGREGATE \$ <b>2,000,000</b>   |                               |
|          |  |  |          |               |                         |                         | PRODUCTS - COMP/OP AGG \$ <b>2,000,000</b>  |                               |
|          |  |  |          |               |                         |                         | GEN'L AGGREGATE LIMIT APPLIES PER:<br><input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC                                      |                               |
| A        | <input checked="" type="checkbox"/> AUTOMOBILE LIABILITY   |  |          | A-3144607     | 04/03/2013              | 04/03/2014              | COMBINED SINGLE LIMIT (Ea accident) \$ <b>1,000,000</b>   |                               |
|          | <input checked="" type="checkbox"/> ANY AUTO   |  |          |               |                         |                         | BODILY INJURY (Per person) \$   |                               |
|          | <input type="checkbox"/> ALL OWNED AUTOS   | <input type="checkbox"/> SCHEDULED AUTOS |          |               |                         |                         | BODILY INJURY (Per accident) \$   |                               |
|          | <input type="checkbox"/> HIRED AUTOS   | <input type="checkbox"/> NON-OWNED AUTOS |          |               |                         |                         | PROPERTY DAMAGE (PER ACCIDENT) \$   |                               |
|          |  |  |          |               |                         |                         | \$  |                               |
| A        | <input checked="" type="checkbox"/> UMBRELLA LIAB  | X  | OCCUR    | CU 3134366    | 04/03/2013              | 04/03/2014              | EACH OCCURRENCE \$ <b>4,000,000</b>   |                               |
|          | <input type="checkbox"/> EXCESS LIAB   |  |          |               |                         |                         | <input type="checkbox"/> CLAIMS-MADE  | AGGREGATE \$ <b>4,000,000</b> |
|          | <input type="checkbox"/> DED   |  |          |               |                         |                         | <input checked="" type="checkbox"/> RETENTION \$ <b>10000</b>   | \$                            |
|          | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b><br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N <input type="checkbox"/> N/A<br>(Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below |  |          |               |                         |                         | WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/><br>E.L. EACH ACCIDENT \$<br>E.L. DISEASE - EA EMPLOYEE \$<br>E.L. DISEASE - POLICY LIMIT \$ |                               |

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

Design of Computer Programs for Engineering  
Policy is issued on a primary and non-contributory basis.

### CERTIFICATE HOLDER

### CANCELLATION

|  |  |
|--|--|
| <b>Cook County Illinois</b><br><b>Office of the Chief</b><br><b>Procurement Officer</b><br><b>118 N Clark St., Room 101B</b><br><b>Chicago, IL 60602</b> | <b>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</b><br><br>AUTHORIZED REPRESENTATIVE<br> |
|--|--|



EXHIBIT 4

Board Authorization

**COOK COUNTY SIGNATURE PAGE  
(SECTION 10)**

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

*John E. M...*

COOK COUNTY CHIEF PROCUREMENT OFFICER

DATED AT CHICAGO, ILLINOIS THIS 25 DAY OF February, 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

1318-12726

OR

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

TOTAL AMOUNT OF CONTRACT: \$ 379,365.00  
(DOLLARS AND CENTS)

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

APPROVED BY BOARD OF  
COOK COUNTY COMMISSIONERS

FEB 19 2014

COM \_\_\_\_\_

APPROVED AS TO FORM:

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