

CONTRACT NO. 13-23-12480
PROFESSIONAL SERVICES AGREEMENT
CERTIFICATE OF ERROR DATABASE SYSTEMS

BETWEEN



COOK COUNTY GOVERNMENT
TREASURER'S OFFICE

AND

VIVA USA, INC.
(Based on City of Chicago Contract No.22988)

COUNTY-WIDE AGREEMENT

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AGREEMENT

This Agreement is made and entered into as of April 17, 2013 (“Effective Date”) by and between the County of Cook, a public body corporate of the State of Illinois, on behalf of the Cook County Treasurer’s Office (“CCTO”) hereinafter referred to as “County” and VIVA USA, Inc., a corporation authorized to do business in the of the State of Illinois hereinafter referred to as “Consultant”.

BACKGROUND

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

Whereas, the City of Chicago (“City”) solicited a formal Request for Qualification process for IT Management Services and the Consultant was identified as the most qualified provider for the services; and

Whereas, the City entered into a contract on February 12, 2012 for the provision of services by the Consultant for the City relative to IT Management Services (“the City Contract”); and

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

Whereas, the County through the CCTO desires certain similar services of the Consultant; and

Whereas, the Consultant agrees to provide to the County with Certificate of Error (“C of E”) Database Systems, incorporated as Exhibits 1 and 2; and

Whereas, the Consultant warrants that it is ready, willing and able to perform these services set forth in Exhibits 1 and 2, County Statements of Work, all on pricing and payment terms equivalent to or more favorable to the County than those contained in the City Contract as set forth in Exhibit 1 and 2, County Schedules of Compensation and incorporated herein by reference; and

Whereas, the County and the Consultant agree to the Terms and Conditions as stated in the City of Chicago Contract, hereto incorporated by reference as Exhibit 3 City Contract, all as may be applicable to the County, excluding Exhibit 1 through 5 of the City Contract, which are not applicable and are replaced with the County Exhibits that are attached to this document; and

Whereas, the City requires a 25% MBE and 5% WBE percentage goal for this procurement, and the Consultant agrees to comply with a 35% MBE/WBE goal pertaining to procurements made through this County agreement via the submission of the Utilization Plan of Cook County's Economic Disclosure Statement; and

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

INCORPORATION OF BACKGROUND INFORMATION

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

Incorporation of Exhibits

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

- Exhibit 1 Certificate of Error Voucher System .Net Conversion Project
- Exhibit 2 CCTO Document: Project 537_CEA_Conversion Requirements111612.docx
- Exhibit 3 Certificate of Error Vouchers Database & Letters Database .Net Conversion Project
- Exhibit 4 CCTO Document: Project538CofEDBConversionRequirements.docx
- Exhibit 5 City of Chicago Contract (Contract No. 22988)
- Exhibit 6 Evidence of Insurance

**ECONOMIC DISCLOSURE STATEMENT
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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, clicking on the tab labeled "County Board Proceedings," and then clicking on the link to "Cook County Ordinances."

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

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

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

"Lobbyist" means any person or entity who lobbies.

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

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

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

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

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

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

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

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

MBE/WBE UTILIZATION PLAN (SECTION 1)

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

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

X Bidder/Proposer is a certified MBE or WBE firm. (If so, attach copy of appropriate Letter of Certification)

_____ Bidder/Proposer is a Joint Venture and one or more Joint Venture partners are certified MBEs or WBEs. (If so, attach copies of Letter(s) of Certification, a copy of Joint Venture Agreement clearly describing the role of the MBE/WBE firm(s) and its ownership interest in the Joint Venture and a completed Joint Venture Affidavit – available from the Office of Contract Compliance)

_____ Bidder/Proposer is not a certified MBE or WBE firm, nor a Joint Venture with MBE/WBE partners, but will utilize MBE and WBE firms either directly or indirectly in the performance of the Contract. (If so, complete Sections II and III).

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

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

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

MBE/WBE Firm: _____

Address: _____

E-mail: _____

Contact Person: _____ Phone: _____

Dollar Amount Participation: \$ _____

Percent Amount of Participation: _____ %

*Letter of Intent attached? Yes _____ No _____

*Letter of Certification attached? Yes _____ No _____

MBE/WBE Firm: _____

Address: _____

E-mail: _____

Contact Person: _____ Phone: _____

Dollar Amount Participation: \$ _____

Percent Amount of Participation: _____ %

*Letter of Intent attached? Yes _____ No _____

*Letter of Certification attached? Yes _____ No _____

Attach additional sheets as needed.

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

COOK COUNTY GOVERNMENT LETTER OF INTENT (SECTION 2)

M/WBE Firm: _____

Certifying Agency: _____

Address: _____

Certification Expiration Date: _____

City/State: _____ Zip _____

FEIN #: _____

Phone: _____ Fax: _____

Contact Person: _____

Email: _____

Contract #: _____

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:

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

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

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

Signature (M/WBE)

Signature (Prime Bidder/Proposer)

Print Name

Print Name

Firm Name

Firm Name

Date

Date

Subscribed and sworn before me

Subscribed and sworn before me

this ___ day of _____, 20___.

this ___ day of _____, 20___.

Notary Public _____

Notary Public _____

SEAL

SEAL

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.



ILLINOIS

Pat Quinn, Governor

DEPARTMENT OF CENTRAL MANAGEMENT SERVICES

February 22, 2011

Ilango Radhakrishnan
Viva Usa Inc
3601 Algonquin Road
Suite 425
Rolling Meadows, IL 60008-3182

Re: FBE Certification Approval

Dear Business Owner:

Congratulations! After reviewing the information that you supplied, we are pleased to inform you that your firm has been granted certification as a Female Business Enterprise (FBE) under the Business Enterprise Program for Minorities, Females, and Persons with Disabilities.

This full certification is valid for a period of three years from the date of this letter. Following this full certification, on an annual basis, at least 60 days prior to the anniversary day of your certification, you will be required to complete a No-change Affidavit form that must be submitted to BEP as a condition of continued certification. In addition, should any changes occur in ownership and/or control of the business, or other changes affecting the firm's operations, you are required to notify this office within two weeks. Failure to return the annual No-change Affidavit or notify our office of any such changes will result in decertification of your firm.

Please keep in mind that, while this certification does not guarantee you will receive a State contract, it does assure your firm the opportunity to participate in the State's procurement process. Currently, your firm's name appears in the State's Directory as a certified vendor with BEP. As you may know, State of Illinois Agencies and State Universities have a spending goal established with BEP-certified companies.

Please visit our website at www.sell2.illinois.gov to obtain information about current and upcoming procurement opportunities, contracts, forms, and also to register to receive email alerts when the State is preparing to purchase a product or service that you may provide.

Thank you for your participation in BEP. The State of Illinois values its relationship with small and diverse businesses and looks forward to doing business with your company. For further information or if you have any questions, please call (312) 814-4190, Toll-free (800) 356-9206, Hearing Impaired (800) 526-0844.

Sincerely,

Ruddy I. Ortiz
Deputy Director
Business Enterprise Program

(L13FBE)

100 W Randolph St., Suite 4-400, Chicago, IL 60601

Printed on Recycled Paper



CHICAGO MINORITY SUPPLIER DEVELOPMENT COUNCIL

THIS CERTIFIES THAT

VIVA USA, INC.

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

****NAICS Codes: 541511, 541512, 541513, 541519, 541430, 518210, 561320**

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

Product/Service Description: INFORMATION TECHNOLOGY SERVICES, CUSTOM SOFTWARE DEVELOPMENT, INFORMATION TECHNOLOGY STAFFING, OFFSITE AND OFFSHORE INFORMATION TECHNOLOGY PROJECT OUTSOURCING

12/31/2012

Issued Date

CH882

Certificate Number

12/31/2013

Expiration Date

Shelia C. Hill Morgan
President, ChicagoMSDC

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



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



hereby grants

National Women's Business Enterprise Certification

to

VIVA USA, INC.

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

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

Hedy M Ratner *S. Carol Dougal*

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



Expiration Date: 12/31/2013

WBENC National Certificate Number: 232888

NAICS Codes: 541511, 541512, 541513, 541519, 541430

UNSPSC Codes: 81111600, 80111610, 80111608, 80111711, 81111502, 80111609, 81110000



CERTIFICATIONS (SECTION 4)

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

A. PERSONS AND ENTITIES SUBJECT TO DISQUALIFICATION

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

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

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

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

B. BID-RIGGING OR BID ROTATING

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

C. DRUG FREE WORKPLACE ACT

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

D. DELINQUENCY IN PAYMENT OF TAXES

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

E. HUMAN RIGHTS ORDINANCE

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

F. ILLINOIS HUMAN RIGHTS ACT

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

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

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

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

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

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

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

REQUIRED DISCLOSURES (SECTION 5)

1. DISCLOSURE OF LOBBYIST CONTACTS

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

Name	Address
None	
<hr/>	
<hr/>	
<hr/>	

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: X No: _____

b) If yes, list business addresses within Cook County

c) Does Bidder employ the majority of its regular full-time workforce within Cook County?
Yes: _____ No: 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): 02-27-308-013-0000

(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 VIVA USA INC. D/B/A: _____ EIN NO.: 36-4077368

Street Address: 3601 Algonquin Road, Suite 425

City: ROLLING MEADOWS State: IL Zip Code: 60008

Phone No.: _____

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
VASANTHI ILANGO VAN	761 W. BLOOMFIELD CT., PALATINE, IL 60067	70%
ILANGO VAN RADHAKRISHNAN	761 W. BLOOMFIELD CT., PALATINE, IL 60067	30%

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

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

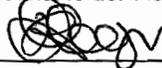
3. Is the Applicant constructively controlled by another person or Legal Entity? [] Yes [X] No
 If yes, state the name, address and percentage of beneficial interest of such person or legal entity, and the relationship under which such control is being or may be exercised.

Name	Address	Percentage of Beneficial Interest	Relationship
N/A			

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.

ILANGO VAN RADHAKRISHNAN
 Name of Authorized Applicant/Holder Representative (please print or type)


 Signature

iradhak@viva-it.com
 E-mail address

VICE PRESIDENT
 Title

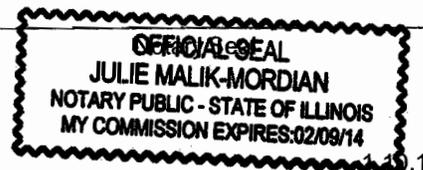
03/07/13
 Date

(847) 368-0860
 Phone Number

Subscribed to and sworn before me this 7 day of March, 2013.

My commission expires: 02/09/2013

X 
 Notary Public Signature





COOK COUNTY BOARD OF ETHICS

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

FAMILIAL RELATIONSHIP DISCLOSURE PROVISION:

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

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

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

DEFINITIONS:

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

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

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

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

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

SIGNATURE BY A SOLE PROPRIETOR
(SECTION 6)

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

BUSINESS NAME: _____

BUSINESS ADDRESS: _____

BUSINESS TELEPHONE: _____ FAX NUMBER: _____

FEIN/SSN: _____

COOK COUNTY BUSINESS REGISTRATION NUMBER: _____

SOLE PROPRIETOR'S SIGNATURE: _____

PRINT NAME: _____

DATE: _____

Subscribed to and sworn before me this

_____ day of _____, 20__.

My commission expires:

X _____
Notary Public Signature

Notary Seal

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

(SECTION 7)

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

BUSINESS NAME: _____

BUSINESS ADDRESS: _____

BUSINESS TELEPHONE: _____ FAX NUMBER: _____

CONTACT PERSON: _____ FEIN/SSN: _____

*COOK COUNTY BUSINESS REGISTRATION NUMBER: _____

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

*BY: _____

Date: _____

Subscribed to and sworn before me this

_____ day of _____, 20__

My commission expires:

X _____
Notary Public Signature

Notary Seal

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

SIGNATURE BY A LIMITED LIABILITY CORPORATION
(SECTION 8)

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

BUSINESS NAME: _____

BUSINESS ADDRESS: _____

BUSINESS TELEPHONE: _____ FAX NUMBER: _____

CONTACT PERSON: _____

FEIN: _____ * CORPORATE FILE NUMBER: _____

MANAGING MEMBER: _____ MANAGING MEMBER: _____

**SIGNATURE OF MANAGER: _____

ATTEST: _____

Subscribed and sworn to before me this

_____ day of _____, 20_____.

X _____
Notary Public Signature

Notary Seal

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

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

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

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

BUSINESS NAME: VIVA USA INC.

BUSINESS ADDRESS: 3601 Algonquin Road, Suite 425
Rolling Meadows, IL 60008

BUSINESS TELEPHONE: (847) 368-0860 FAX NUMBER: (847) 368-0864

CONTACT PERSON: ilango Radhakrishnan

FEIN: 36-4077368 *IL CORPORATE FILE NUMBER: 5876-108-7

LIST THE FOLLOWING CORPORATE OFFICERS:

PRESIDENT: Vasanthi Ilangovan VICE PRESIDENT: ilango Radhakrishnan

SECRETARY: Vasanthi Ilangovan TREASURER: ilango Radhakrishnan

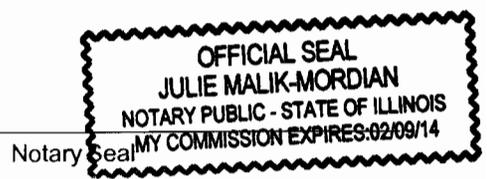
**SIGNATURE OF PRESIDENT: 

ATTEST:  TREASURER (CORPORATE SECRETARY)

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

X 
Notary Public Signature

My commission expires:
02/09/2014

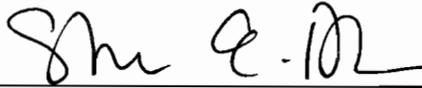


* If the corporation is not registered in the State of Illinois, a copy of the Certificate of Good Standing from the state of incorporation must be submitted with this Signature Page.

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

COOK COUNTY SIGNATURE PAGE
(SECTION 10)

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



COOK COUNTY CHIEF PROCUREMENT OFFICER

DATED AT CHICAGO, ILLINOIS THIS 16 DAY OF May, 2013

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

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

13-23-12480

OR

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

TOTAL AMOUNT OF CONTRACT: \$ 106,200.⁰⁰
(DOLLARS AND CENTS)

FUND CHARGEABLE: _____

APPROVED AS TO FORM:

Not Required

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

EXHIBIT 1

Certificate of Error Vouchers System .Net Conversion Project

Overview

The C of E Voucher database allows refunds staff to store, search, retrieve, and print credit vouchers that are used to process manual refunds. These vouchers are sent to departments within the CCTO and other County Agencies.

CCTO has identified a need to convert the existing Microsoft Access based C of E voucher database to .NET 4.0 and SQL. The new web-based C of E Voucher System should be accessible from the CCTO Intranet to staff users with their network login credentials.

Statement of Work

The Consultant's proposal includes conversion of the existing C of E Voucher database (in Microsoft Access 2000) to a web application using ASP.NET 4.0 technology with the backend database in SQL Server 2008, and to incorporate the changes to existing database and enhancements as outlined by CCTO.VIVA will provide the following solution based on the CCTO's requirement specification.

- Study and analyze:
 - a) current business requirements and identify the functional needs
 - b) the existing conceptual data model
 - c) the possible methods and solutions for new requirements
- Provide solution for converting the existing database from Microsoft Access to ASP.NET 4.0 and SQL
- Analyze and provide solution for the enhancements outlined by CCTO
- Provide support and fixes to any implemented functions that do not perform as designed or promised
- Knowledge transfer to CCTO's personal with well defined technical documentation

Solution Approach

The Consultant proposes an n-tier web based client/server solution in Microsoft ASP.NET 4.0 technology using Visual Basic.NET with the backend database in SQL Server 2008. The project deliverables and proposed work plan are given below.

Deliverables

The Consultant will deliver the new ASP.NET based C of E Voucher System with the changes and enhancements as outlined by the CCTO in the document 'Project537_CEA_Conversion

Requirements111612.docx' and as per communication responses received from the CCTO.

The following table shows changes outlined by the CCTO:

SI.#	Operation	Changes to existing database	Page #
1	Searching		3
	i. 'by Voucher Number' [drop down list] option	<No changes>	3
	ii. 'by Payee' [drop down list] option	a. 'Search by Payee' option would be changed to keyed entry	3
	iii. 'by PIN' [drop down list] option	a. 'Search by PIN' option would be changed to keyed entry	4
	iv. 'by Tax Year' [drop down list] option	a. 'Search by Tax Year' option would be changed to keyed entry	5
2	Assign A# (Voucher Number) / Update Voucher		5, 6
		a. If feasible, 'Address' field would be verified by the postal verification software	6
		b. If feasible, 'Zip Code' field would be verified by the postal verification software	6
		c. 'Date of Payment' would be populated from property master file	6
		d. 'Proof of Payment' would be deleted	6
		e. 'Amount of Tax Paid' would be populated from property master file	6
		f. 'Tax Type' dropdown would be added with given validation rules	6
		g. 'Warrant Year' field would be added. Logic based on 'Tax Type' selection	6
		h. 'Tax Yr' would be changed to 'Tax Year'. Logic based on 'Tax Type' selection	6
		i. 'Installment' field would be added	6
		j. 'R.E.I.N.' would be changed to 'PIN'	6
		k. 'Township Code' would be changed to 'Tax Code'	7
		l. 'Kind' field would be changed to drop down menu	7
		m. 'Statutory Interest' would be calculated by the system. Logic to be provided by business users.	7
		n. 'Earned Interest' (new field) would be included whose value is calculated by the system. Logic to be provided by business users.	7
		o. 'Voucher Date' field would be auto populated	7
		p. 'Posted By' field would be removed	7
		q. 'Approved By' field would be removed	7

		r. 'Typed By' field would be removed	7
		s. Values for 'City' and 'State' fields would be entered manually	7, 8
3	Printing Vouchers		9, 10
	i. Distribution – Mailed (flagged from notes field)	a. 'Refund Tax' field on this voucher would be changed to 'Overbid Amount' b. New 'Earned Interest' field to be displayed between 'Statutory Interest' and 'Posting Total'	11
	ii. DOR – Mailed (flagged from notes field)	a. Dollar amount would populate "Penalty" field, not "Refund Tax." b. New 'Earned Interest' field to be displayed between 'Statutory Interest' and 'Penalty'	11
	iii. Accounts Payable – Mailed (flagged from notes field)	a. New 'Earned Interest' field to be displayed between 'Statutory Interest' and 'Posting Total'	12
	iv. File – Mailed (flagged in notes field)	a. New 'Earned Interest' field to be displayed between 'Statutory Interest' and 'Posting Total'	12
	v. File – Not Mailed (flagged in notes field)	a. New 'Earned Interest' field to be displayed between 'Statutory Interest' and 'Posting Total'	13
	vi. Clerk – Not Mailed (flagged in notes field)	<No changes>	13
	vii. Distribution – Not Mailed (flagged from notes field)	a. 'Refund Tax' field on this voucher would be changed to 'Overbid Amount' b. New 'Earned Interest' field to be displayed between 'Statutory Interest' and 'Posting Total'	14
	viii. Accounts Payable – Not Mailed (flagged from notes field)	a. New 'Earned Interest' field to be displayed between 'Statutory Interest' and 'Posting Total'	14
	ix. DOR – Not Mailed (flagged from notes field)	a. Dollar amount would populate "Penalty" field, not "Refund Tax." b. New 'Earned Interest' field to be displayed between 'Statutory Interest' and 'Penalty'	15
	x. Overbid Scavenger Memo – Flagged in "Refund Type" field	<No changes>	16
	xi. DOR Overbid Scavenger Voucher – Flagged in "Refund Type" field	<No changes>	17

The following table shows enhancements outlined by the CCTO

Sl.#	Operation	Enhancements	Page #
1	Voucher Approvals by Supervisor	<ol style="list-style-type: none"> 1. Clerk submits new voucher (s) in database. 2. Supervisor is alerted of vouchers needing approval. 3. Supervisor reviews vouchers. 4. If Approved: <ol style="list-style-type: none"> a. Vouchers sent electronically 5. If denied: <ol style="list-style-type: none"> a. Notification sent to clerk of changes to 	17

		be made. b. Clerk updates vouchers. c. Restart process at step 1	
--	--	--	--

Work Plan

- a) Convert the Microsoft Access Forms to ASP.NET web pages with AJAX technology support
- b) Transform the security mechanisms/approaches used in the existing Access database and make it compatible with the web based model (by session management etc.)
- c) Integrate the new ASP.NET application with the CCTO Intranet and make this application accessible to staff users with their network login credentials
- d) Rewrite blocks of code to take advantage of new capabilities of .NET 4.0
- e) Use the 'Upsizing' wizard feature in Microsoft Access to migrate the relevant database objects to SQL Server 2008

Assumptions

1. Scope of this proposal has been developed using the documents provided by CCTO, and the list of deliverables. The following areas are not fully understood and reasonable assumptions have been made in this proposal in terms of effort estimate.
 - a) How do we access Postal verification software for verifying address and zip code in the application to be developed?
 If it is identified during the requirement gathering phase of the project that substantial changes to functionality are needed, our effort and cost estimates will be revised based on the nature of the additional scope.
2. Apart from the above, The Consultant will include a limited number of new requirements in the scope of the project without any additional cost to CCTO as long as the requirements are small (less than one day to complete) and do not involve any major rework/testing, and approved by both the Consultant and CCTO in advance in writing.
3. The development work will be done offsite and not at CCTO's office. However, The Consultant's PM will be onsite to perform requirement gathering/analysis and system design during the first one or two weeks. The Consultant's PM will be onsite during the end of the project or any time as required.
4. The SQL Server 2008 database schema for the new web based C of E Voucher System will mostly remain the same that of the existing Microsoft Access database.
5. The CCTO will provide the necessary software and hardware setup for the deployment.
6. The CCTO will identify and provide an individual to whom VIVA will interact regularly for this project, and provide approvals/signoffs to our deliverables without delay of more than 2 weeks
7. Existing business process does not change
8. Process analysis and reengineering are out of scope of this project

Project Schedule

Based on the current understanding of timeline of project completion by CCTO, the Consultant proposes the following schedule. The Consultant has assumed a tentative start date of April 22, 2013 to accommodate discussions of the SOW, and approval of CCTO and issue of purchase order.

Task Name	Duration	Start	Finish
Phase I - Inception	13 days	4/22/13	5/11/13
Project Kickoff	1 day		
Study the existing C of E voucher database	3 days		
Understand and validate changes to existing database and enhancements outlined by CCTO	3 days		
Perform analysis for the database conversion (i.e., to convert the existing Microsoft Access based C of E voucher database to a web based ASP.NET 4.0 application with the backend database in SQL Server 2008)	6 days		
Phase II - Elaboration	15 days	5/12/13	5/27/13
Design the prototype of the new web based C of E Voucher System in adherence to customer's current branding standards	12 days		
Update the prototype to include Voucher Approvals functionality (Enhancement)	3 days		
Phase III - Construction	61 days	5/28/13	8/25/13
Implement the working model of the 'Assign A# & Update Voucher' functionality in the new web based C of E Voucher System	6 days		
Implement the working model of the 'Searching' functionality	3 days		
Implement the working model of the 'Voucher Approvals' functionality	6 days		
Implement the working model of the 'Printing Vouchers' functionality	4 days		
Apply changes (in working model) based on customer review	4 days		
Implement components and pages for 'Assign A# & Update Voucher' functionality	4 days		
Implement components and pages for 'Searching' functionality	4 days		
Implement components and pages for 'Voucher Approvals' functionality	4 days		
Implement components and pages for 'Printing Vouchers' functionality	7 days		
Apply changes and fine-tune the new web based C of E Voucher System based on customer review	4 days		

Integration with the CCTO Intranet site	3 days		
Perform testing @ System and Integration level and fix bugs	12 days		
Phase IV - Transition	23 days	8/26/13	9/25/13
Go LIVE (Production deployment)	6 days		
Production Support	5 days		
Prepare Documentation	5 days		
Provide knowledge transfer / training	6 days		
Project Closure	1 day		

Project Resources

The Consultant proposes to engage the following types of resources for the project. The actual resources will be determined by the Consultant at the time of project.

- Project Manager
- Senior Web Developer
- Web Developer
- Web Developer / Tester

Steering Committee

A steering committee will be formed during the beginning of the project. The steering committee will consist of the following personnel:

1. CCTO - key project stakeholders
2. VIVA Vice President (Project Director)
3. VIVA Account Manager
4. VIVA Project Manager

The steering committee will meet every week to review the project status. The VIVA PM will present the key updates in the following areas during the meeting:

- Project status
- Project budget status / tracking
- Risk status and the mitigation plan
- Outstanding issues and resolution
- Major concerns faced by the VIVA project team, if any, help required from CCTO
- Update on the previous meeting action items and its status
- Upcoming milestone details

Weekly Status Reporting

The VIVA team will hold weekly meeting with the CCTO project manager. The project status will be sent prior to the meeting, which provides a basis for review. Minutes of these meetings will be recorded, distributed to the participants and maintained us. In general, VIVA PM and CCTO PM will participate in the meeting with a couple of key team members.

Change Management Plan

The Configuration Management is performed as per the Configuration Management Plan developed, which is done as per VIVA's project management process. The Consultant will constitute a Change Control Board (CCB) comprised of the VIVA Representative (i.e. Vice President or Project Manager) and the CCTO Project Manager. Every change request will be reviewed by the CCB. Whenever a change request is received, it will pass through the following stages:

- Verify the source of change request
- Perform impact analysis
- Estimate time, effort and cost
- Analyze the cost and benefit and obtain client approval, Modify software, Verify and validate software updated, Release the updated software, Install and validate release and Update project history document

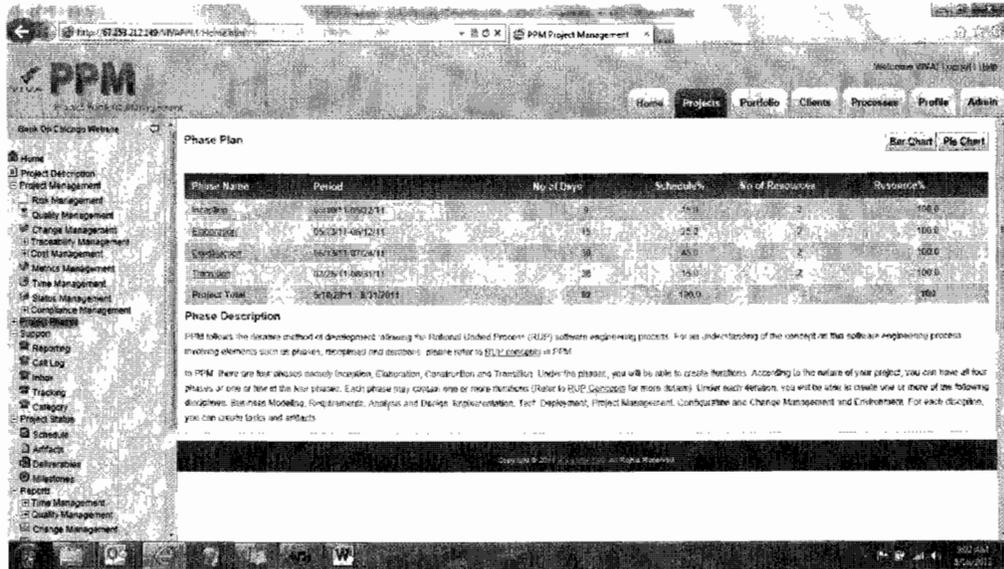
No changes to the project scope shall be performed until authorization is provided, in the form of an amendment, by the Chief Procurement Officer in accordance with the current Cook County Procurement Code.

Web-based Project Portfolio Management (PPM)

VIVA uses a project management portal called Project Portfolio Management (PPM) for project management. The tool is based on PMI's PMBOK and SDLC methodology requirements. VIVA offers a rigorous project management process that will be used to support effective performance and monitoring of the application contract. Our project manager tracks project progress constantly through the use of PPM tool. We will have indicators (both reports and auto-generated emails) to address the following:

- Contractual status (scope changes; status of deliverables)
- Technical status (status of scheduled versus actual activities; technical issues; risk review; QA process compliance; and status of change requests).

A screenshot of PPM is given below.



This project will be set up by VIVA in PPM, and will provide access to CCTO team members.

Project Cost

The Consultant costs are based on the services provided by the Consultant. The CCTO will not be billed for travel expenses and equipment/third party software costs.

The Consultants' hourly rates and the corresponding utilization % for each staff member assigned to this project are provided below.

Resource	Rate (\$/Hour)	Utilization (%)	Resource Cost
Project Manager	\$60.00	35%	\$ 10,500.00
Senior Web Developer	\$60.00	10%	\$ 3,000.00
Web Developer	\$50.00	50%	\$17,000.00
Web Developer / Tester	\$50.00	50%	\$17,000.00

The costs by phase are provided below. The phases of work are contingent upon the issuance of the Purchase Order. If the Services are not commenced upon the initial Start Date of Phase I, the Consultant shall commence services within one week of receiving the Purchase Order.

Task	Start Date	End Date	Cost
Phase I - Inception	4/22/13	5/11/13	\$ 6,000.00
Phase II - Elaboration	5/12/13	5/27/13	\$ 10,000.00
Phase III - Construction	5/28/13	8/25/13	\$29,000.00
Phase IV - Transition	8/26/13	9/25/13	\$

			2,500.00
Total	4/22/13	9/25/13	47,500.00

The cost by deliverables is given below.

	Project Deliverable	Hourly Rate	Estimated Hours	Cost
1	Project management / System Analysis	\$60.00	225	\$13,500.00
2	Design, Implementation and Testing - Search	\$50.00	120	\$ 6,000.00
3	Design, Implementation and Testing – Assign A# / Update	\$50.00	200	\$10,000.00
4	Design and Implementation - Printing	\$50.00	160	\$ 8,000.00
5	Design and Implementation – Voucher Approval	\$50.00	200	\$10,000.00
	Total cost in this section should match the above total cost:			\$47,500.00

Total Cost:

Total cost of the project is \$ 47,500.00 (forty seven thousand and five hundred dollars).

Payment Schedule:

Upon the satisfactory performance of services for each milestone, the Consultant shall submit its invoices and Form 29A for payment.

Milestone	Payment Amount
Requirements Specification at the end of Phase I	20%
System Prototype at the end of Phase II	40%
Working Application at the end of Phase III	20%
Testing and Go live at the end of Phase IV	20%

EXHIBIT 2

CCTO Document: Project537_CEA_Conversion Requirements111612.docx



Office of the Cook County Treasurer
Maria Pappas

Project 537: CEA Voucher Database
Requirements Document

November 16, 2012

Cook County Treasurer's Office
118 N Clark St. Room 222
Chicago, IL 60602

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Purpose

This document describes the requirements for the CEA Voucher Database conversion from Access to .Net 4.0 and SQL. IT needs this to be reviewed, amended or approved so that coding can begin. Changes to the existing database are in red text.

Description of Database

The CEA Voucher Database allows Refunds staff to search for, retrieve, and print credit vouchers that are used to process manual refunds. These vouchers are sent to departments within the Cook County Treasurer's Office and other County Agencies.

Requirements

Conversion from Access to .Net 4.0

The current CEA Voucher Database is an Access 2000 database to be converted to .Net 4.0.

Access from CCTO Intranet

The database should be accessible to users from the CCTO Intranet page. User access will be based on network log in credentials.

Searching

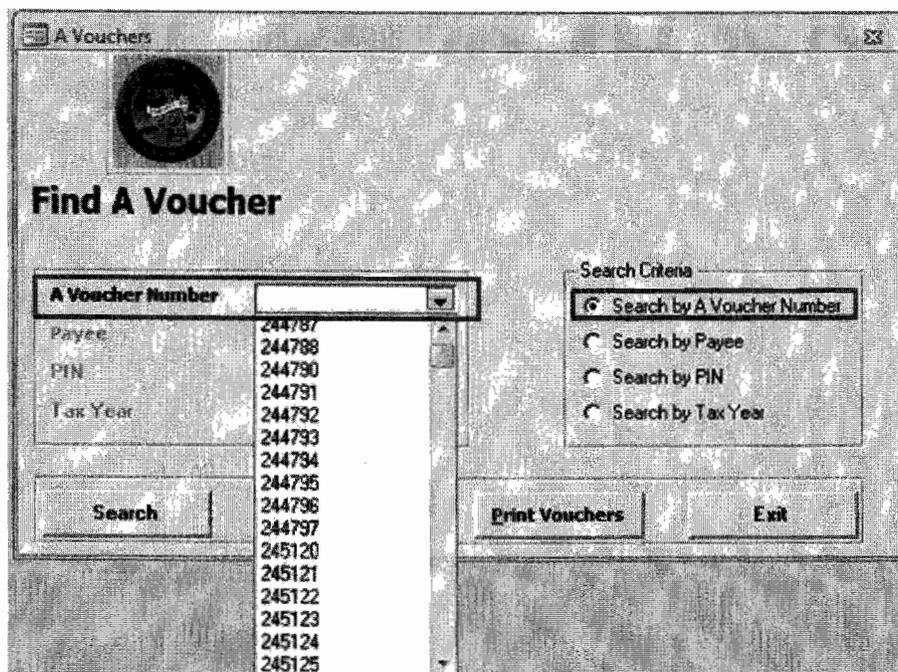
The CEA Voucher Database should be searchable by:

1. Voucher Number
2. Payee
3. PIN
4. Tax Year

All searching options allow the user to locate a voucher record, and, if necessary, update the record.

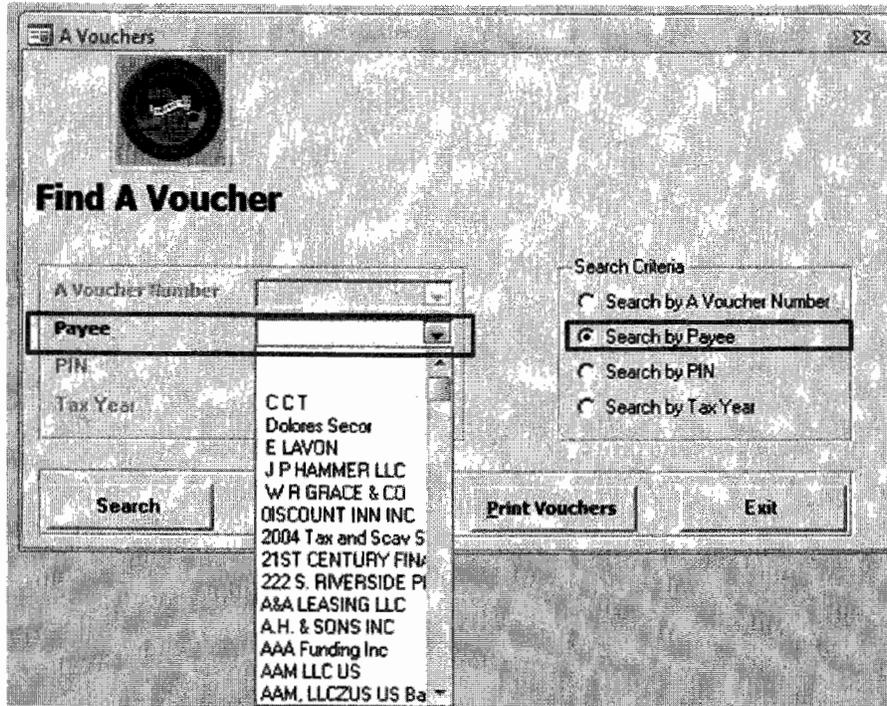
Searching by Voucher Number

1. The user selects the "Search by Voucher Number" option, and chooses a voucher number from a drop down list.



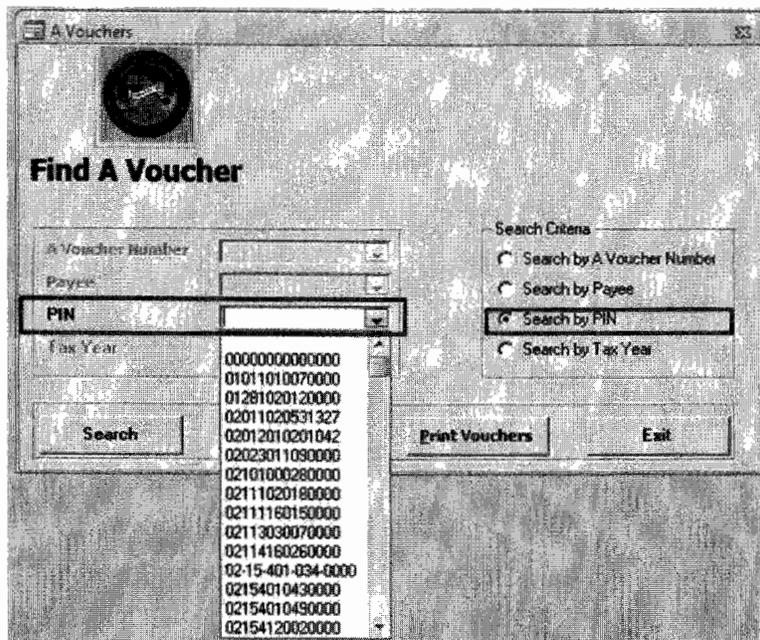
Searching by Payee

1. The user selects the "Search by Payee" option, and chooses a payee from a drop down list.
Change to keyed entry.



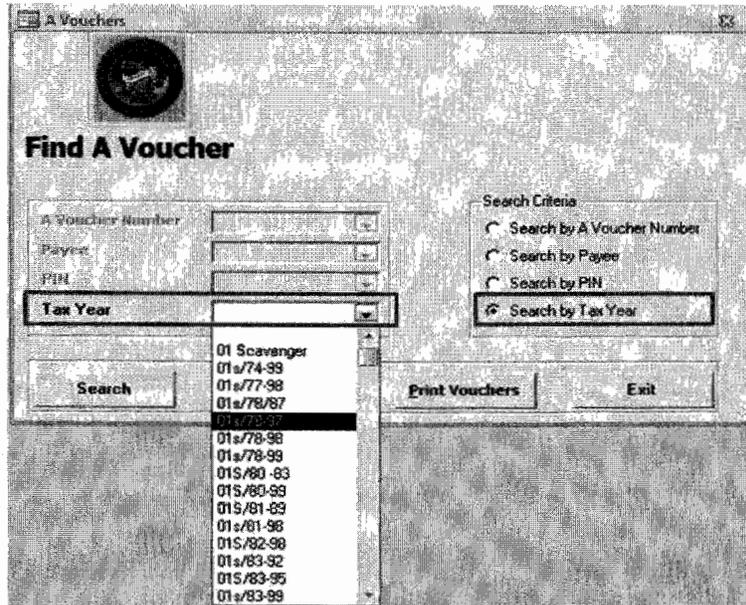
Searching by PIN

1. The user selects the "Search by PIN" option, and chooses a PIN from a drop down list. Change to keyed entry.



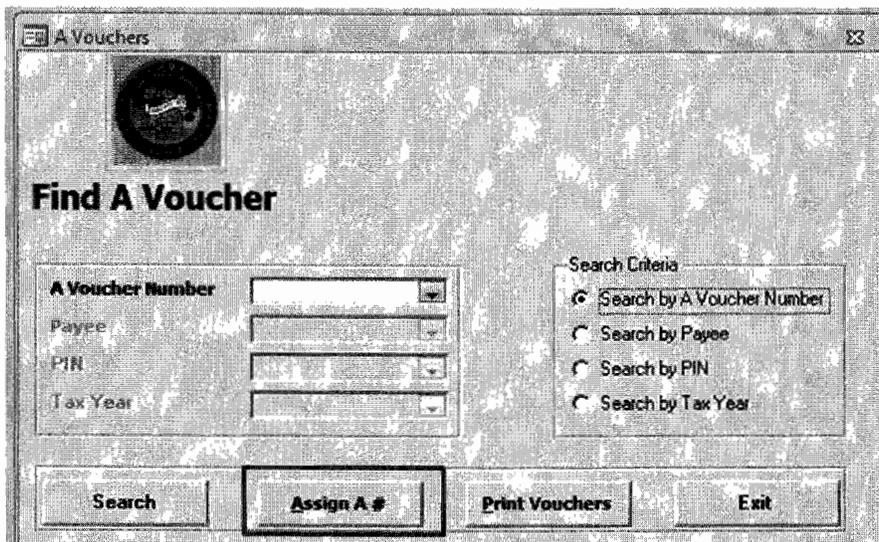
Searching by Tax Year

1. The user selects the "Search by Tax Year" option, and chooses a Tax Year from a drop down list. Change to keyed entry.

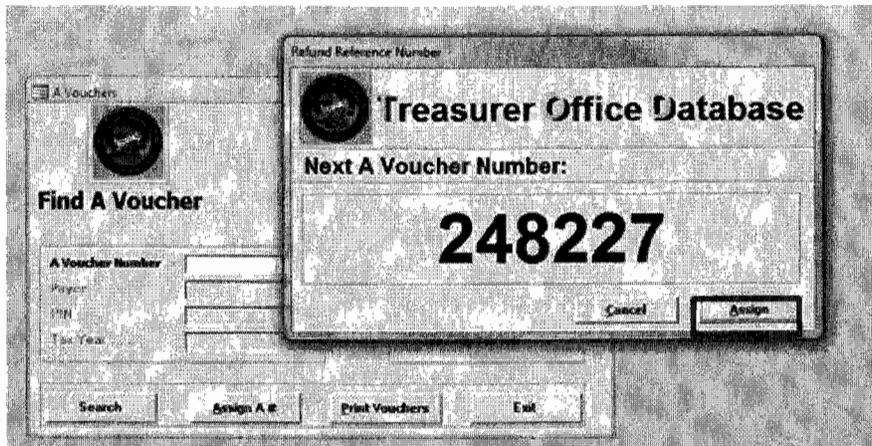


Assign a Voucher Number

1. The user selects the "Assign A#" option.



2. The system generates a voucher number.
3. The user clicks the "Assign" button.



4. The user inputs the following data:

- a. Payee
- b. C/O
- c. Address – Verified by postal verification software
- d. Zip Code - Verified by postal verification software
- e. Date of Payment – Pull in from PROPERTY MASTER FILE
- f. Proof of Payment - Delete
- g. Amount of Tax Paid – Pull in from PROPERTY MASTER FILE
- h. Tax Type – Drop Down Menu
 - i. "0" – "General"
 - 1. "Warrant Year" and "Tax Year" must be the same value.
 - ii. "1" – "Back Tax"
 - 1. "Warrant Year" and "Tax Year" may be different values.
 - iii. "2" – "Open Space"
 - 1. "Warrant Year" and "Tax Year" must be the same value.
 - iv. "3" – "Air Pollution"
 - 1. "Warrant Year" and "Tax Year" must be the same value.
 - v. "4" – "Arrearage"
 - 1. "Warrant Year" and "Tax Year" may be different values.
 - vi. "5" – "Circulator"
 - 1. "Warrant Year" and "Tax Year" must be the same value.
- i. Warrant Year - Logic based on Tax Type (see above)
- j. Tax Yr – Change to "Tax Year." Logic based on Tax Type (see above)
- k. Reason for Refund
- l. Installment
- m. Volume
- n. R.E.I.N. – Change to PIN
- o. C. of E. #

- p. J.R. #
- q. Township Code – Change to Tax Code
- r. Kind – Drop Down Menu:
 - i. General
 - ii. General Forfeiture
 - iii. Scavenger
- s. Refund Tax
- t. Statutory Interest - To be calculated by system. Logic to be provided by business users.
- u. Earned Interest – New field to be placed between Statutory Interest and Posting Total. To be calculated by system. Logic to be provided by business users.
- v. Penalty
- w. Cost
- x. Voucher Date – Auto Populate
- y. Posted By - Remove
- z. Approved By – Remove. Information to be updated by system.
- aa. Typed By – Remove. Information to be updated by system.

A Voucher 244788

Taxpayer Information

Payee
Linda Wopinski
C/O
#Name?
Address
4934 South Lockwood
City State Zip Code
Chicago IL 60618

Property Information

*Tax Yr 1997 *Volume 189
*R.E.I.N. 19091210350000
C. of E. # #Name? J.R. # #Name?
*Township Code 36002 *Kind For

Refund Amount Information

Refund Tax	\$201.02
Statutory Interest	#Name?
Posting Total	#Size!
Penalty	\$66.33
Cost	\$10.00
Refund Total	#Size!

Payment History

Date of Payment	Proof of Payment	Amount of Tax Paid
01/09/01	#Name?	\$201.02
#Name?	#Name?	#Name?
#Name?	#Name?	#Name?
#Name?	#Name?	#Name?

Reason for Refund

Voucher Date 05/15/01
Posted By Approved By Typed By *Refund Type
#Name? soto #Name? No Selection

Cancel Update Lock
Find Previous Find Next Print

- 5. The system populates the following fields:
 - a. Voucher Number
 - b. City – Manual Entry

- c. State – Manual Entry
- d. Posting Total
- e. Refund Total

6. The user selects the refund type from a drop down menu:

7. The user indicates if vouchers are for a mailed check by selecting from “notes” drop down menu:

A Voucher 244788

Taxpayer Information			Property Information		
Payee Linda Wopinski			*Tax Yr 1997	*Volume 189	
C/O #Name?			*R.E.I.N 13091210350000		
Address 4934 South Lockwood			C. of E. # #Name?	J.R. # #Name?	
City Chicago	State IL	Zip Code 60618	*Township Code 36002 *KindFor		
Payment History			Refund Amount Information		
Date of Payment	Proof of Payment	Amount of Tax Paid	Refund Tax	\$201.02	
01/09/01	#Name?	\$201.02	Statutory Interest	#Name?	
#Name?	#Name?	#Name?	Posting Total	#Size!	
#Name?	#Name?	#Name?	Penalty	\$66.33	
#Name?	#Name?	#Name?	Cost	\$10.00	
#Name?	#Name?	#Name?	Refund Total	#Size!	
Reason for Refund			Voucher Date 05/15/01		
Please select a note from below: OFFICE CORRECTION. DO NOT MAKE CH DO NOT MAIL MAIL			Posted By #Name?	Approved By soto	Typed By #Name?
			*Refund Type No Selection		
			Cancel	Update	Lock
			Find Previous	Find Next	Print

Printing Vouchers

1. User selects the "Print Vouchers" option:

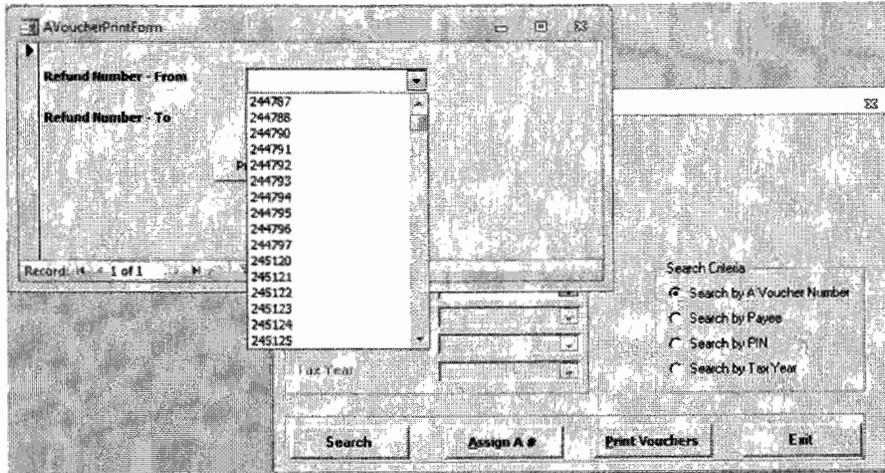
A Vouchers

Find A Voucher

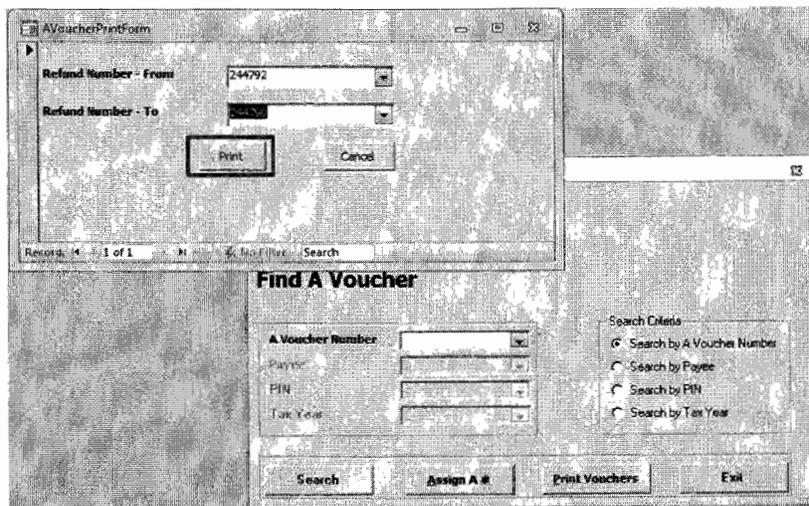
A Voucher Number	<input type="text"/>	Search Criteria
Payee	<input type="text"/>	<input checked="" type="radio"/> Search by A Voucher Number
PIN	<input type="text"/>	<input type="radio"/> Search by Payee
Tax Year	<input type="text"/>	<input type="radio"/> Search by PIN
		<input type="radio"/> Search by Tax Year

Search **Assign A #** **Print Vouchers** **Exit**

2. The user selects a range of vouchers to print from drop down menus:



3. User selects clicks "Print" print the vouchers:



Vouchers

Distribution – Mailed (flagged from notes field)

1. Change "Refund Tax" field on this voucher to "Overbid Amount."
2. New "Earned Interest" field to be displayed between "Statutory Interest" and "Posting Total."

MARIA PAPPAS - TREASURER, COOK COUNTY, ILLINOIS				TAX REFUND		A 248218	
DATE 09/26/12				TAX YEAR 2009		VOLUME 125	
PAYEE Root		C/O		R.E.I.N. 14-33-330-016-0000			
ADDRESS		C. OF E. #		J.R. #			
		TOWNSHIP CODE 72005		KIND 999			
DATE OF PAYMENT	PROOF OF PAYMENT	AMOUNT OF TAX PAID	REFUND TAX				\$1.00
12/8/2012			STATUTORY INTEREST				
			POSTING TOTAL				\$1.00
			PENALTY				
REASON FOR REFUND			COST				
			REFUND TOTAL				\$1.00
			CHECK REQUISITION NO.				
			CHECK NO.				
			CHECK DATE				
APPROVED BY	TYPED BY qc	POSTED BY	AUDITED BY				

DISTRIBUTION MAIL

DOR – Mailed (flagged from notes field)

1. Change: Have dollar amount populate "Penalty" field, not "Refund Tax."
2. New "Earned Interest" field to be displayed between "Statutory Interest" and "Penalty."

MARIA PAPPAS - TREASURER, COOK COUNTY, ILLINOIS				TAX REFUND		A 248218	
DATE 09/26/12				TAX YEAR 2009		VOLUME 125	
PAYEE Root		C/O		R.E.I.N. 14-33-330-016-0000			
ADDRESS		C. OF E. #		J.R. #			
		TOWNSHIP CODE 72005		KIND 999			
DATE OF PAYMENT	PROOF OF PAYMENT	AMOUNT OF TAX PAID	REFUND TAX				\$1.00
12/8/2012			STATUTORY INTEREST				
			INTEREST				
			PENALTY				\$1.00
REASON FOR REFUND			TOTAL INTEREST AND PENALTY				
			COST				
			REFUND TOTAL				\$1.00
			CHECK REQUISITION NO.				
			CHECK NO.				
			CHECK DATE				
APPROVED BY	TYPED BY qc	POSTED BY	AUDITED BY				

DOR MAIL

Accounts Payable – Mailed (flagged from notes field)

1. New "Earned Interest" field to be displayed between "Statutory Interest" and "Posting Total."

MARIA PAPPAS - TREASURER, COOK COUNTY, ILLINOIS				A 248218	
DATE 09/26/12		TAX REFUND			
PAYEE Root		TAX YEAR 2009		VOLUME 125	
C/O		R.E.I.N. 14-33-330-016-0000			
ADDRESS		C. OF E. #		J.R. #	
		TOWNSHIP CODE 72005		KIND gen	
DATE OF PAYMENT	PROOF OF PAYMENT	AMOUNT OF TAX PAID	REFUND TAX		\$1.00
12/8/2012			STATUTORY INTEREST		
			POSTING TOTAL		\$1.00
			PENALTY		
REASON FOR REFUND			COST		
			REFUND TOTAL		\$1.00
			CHECK REQUISITION NO.		
			CHECK NO.		
			CHECK DATE		
APPROVED BY	TYPED BY GC	POSTED BY	AUDITED BY		

ACCOUNTS PAYABLE MAIL

File – Mailed (flagged in notes field)

1. New "Earned Interest" field to be displayed between "Statutory Interest" and "Posting Total."

MARIA PAPPAS - TREASURER, COOK COUNTY, ILLINOIS				A 248218	
DATE 09/26/12		TAX REFUND			
PAYEE Root		TAX YEAR 2009		VOLUME 125	
C/O		R.E.I.N. 14-33-330-016-0000			
ADDRESS		C. OF E. #		J.R. #	
		TOWNSHIP CODE 72005		KIND gen	
DATE OF PAYMENT	PROOF OF PAYMENT	AMOUNT OF TAX PAID	REFUND TAX		\$1.00
12/8/2012			STATUTORY INTEREST		
			POSTING TOTAL		\$1.00
			PENALTY		
REASON FOR REFUND			COST		
			REFUND TOTAL		\$1.00
			CHECK REQUISITION NO.		
			CHECK NO.		
			CHECK DATE		
APPROVED BY	TYPED BY GC	POSTED BY	AUDITED BY		

FILE MAIL

File – Not Mailed (flagged in notes field)

1. New "Earned Interest" field to be displayed between "Statutory Interest" and "Posting Total."

MARIA PAPPAS - TREASURER, COOK COUNTY, ILLINOIS			TAX REFUND		A 248218
DATE	09/26/12		TAX YEAR	2009	VOLUME 125
PAYEE	Root		R.E.I.N.	14-33-330-016-0000	
C/O			C. OF E. #	J.R. #	
ADDRESS			TOWNSHIP CODE	72005	KIND gen
DATE OF PAYMENT	PROOF OF PAYMENT	AMOUNT OF TAX PAID	REFUND TAX		\$1.00
12/8/2012			STATUTORY INTEREST		
			POSTING TOTAL		\$1.00
			PENALTY		
REASON FOR REFUND			COST		
Overbid not redeemed by taxpayer per Clerks letter.			REFUND TOTAL		\$1.00
			CHECK REQUISITION NO.		
			CHECK NO.		
			CHECK DATE		
APPROVED BY	TYPED BY GC	POSTED BY	AUDITED BY		

FILE

Clerk – Not Mailed (flagged in notes field)

MARIA PAPPAS - TREASURER, COOK COUNTY, ILLINOIS			TAX REFUND		A 248218
DATE	09/26/12		TAX YEAR	2009	VOLUME 125
PAYEE	Root		R.E.I.N.	14-33-330-016-0000	
C/O			C. OF E. #	J.R. #	
ADDRESS			TOWNSHIP CODE	72005	KIND gen
DATE OF PAYMENT	PROOF OF PAYMENT	AMOUNT OF TAX PAID	REFUND TAX		\$1.00
12/8/2012			STATUTORY INTEREST		
			POSTING TOTAL		\$1.00
			PENALTY		
REASON FOR REFUND			COST		
Overbid not redeemed by taxpayer per Clerks letter.			REFUND TOTAL		\$1.00
			CHECK REQUISITION NO.		
			CHECK NO.		
			CHECK DATE		
APPROVED BY	TYPED BY GC	POSTED BY	AUDITED BY		

CLERK

Distribution – Not Mailed (flagged from notes field)

1. Change "Refund Tax" field on this voucher to "Overbid Amount."
2. New "Earned Interest" field to be displayed between "Statutory Interest" and "Posting Total."

MARIA PAPPAS - TREASURER, COOK COUNTY, ILLINOIS			
DATE	09/26/12	TAX REFUND	A 248218
PAYEE	Root	TAX YEAR	2009 VOLUME 125
C/O		R.E.I.N.	14-33-330-016-0000
ADDRESS		C. OF E. #	J.R. #
		TOWNSHIP CODE	72005 KIND gen
DATE OF PAYMENT	PROOF OF PAYMENT	AMOUNT OF TAX PAID	OVERBID ACCOUNT \$1.00
12/8/2012			STATUTORY INTEREST
			POSTING TOTAL \$1.00
			PENALTY
REASON FOR REFUND		COST	
Overbid not redeemed by taxpayer per Clerks letter.		REFUND TOTAL	\$1.00
		CHECK REQUISITION NO.	
		CHECK NO.	
		CHECK DATE	
APPROVED BY	TYPED BY QC	POSTED BY	AUDITED BY

DISTRIBUTION

Accounts Payable – Not Mailed (flagged from notes field)

1. New "Earned Interest" field to be displayed between "Statutory Interest" and "Posting Total."

MARIA PAPPAS - TREASURER, COOK COUNTY, ILLINOIS			
DATE	09/26/12	TAX REFUND	A 248218
PAYEE	Root	TAX YEAR	2009 VOLUME 125
C/O		R.E.I.N.	14-33-330-016-0000
ADDRESS		C. OF E. #	J.R. #
		TOWNSHIP CODE	72005 KIND gen
DATE OF PAYMENT	PROOF OF PAYMENT	AMOUNT OF TAX PAID	REFUND TAX \$1.00
12/8/2012			STATUTORY INTEREST
			POSTING TOTAL \$1.00
			PENALTY
REASON FOR REFUND		COST	
Overbid not redeemed by taxpayer per Clerks letter.		REFUND TOTAL	\$1.00
		CHECK REQUISITION NO.	
		CHECK NO.	
		CHECK DATE	
APPROVED BY	TYPED BY QC	POSTED BY	AUDITED BY

ACCOUNTS PAYABLE

DOR – Not Mailed (flagged from notes field)

1. Change: Have dollar amount populate “Penalty” field, not “Refund Tax.”
2. New “Earned Interest” field to be displayed between “Statutory Interest” and “Penalty.”

MARIA PAPPAS - TREASURER, COOK COUNTY, ILLINOIS			TAX REFUND		A 248218	
DATE 09/26/12						
PAYEE Root			TAX YEAR 2009	VOLUME 125		
C/O			R.E.I.N. 14-33-330-016-0000			
ADDRESS				C. OF E. #	J.R. #	
				TOWNSHIP CODE 72005	KIND oen	
DATE OF PAYMENT	PROOF OF PAYMENT	AMOUNT OF TAX PAID	REFUND TAX			
12/8/2012						
			STATUTORY INTEREST			
			PENALTY		\$1.00	
			TOTAL INTEREST AND PENALTY			
REASON FOR REFUND			COST			
Overbid not redeemed by taxpayer per Clerks letter.			REFUND TOTAL		\$1.00	
			CHECK REQUISITION NO.			
			CHECK NO.			
			CHECK DATE			
APPROVED BY	TYPED BY qc	POSTED BY	AUDITED BY			

DOR

Overbid Scavenger Memo – Flagged in “Refund Type” field:



OFFICE OF THE COOK COUNTY TREASURER
COOK COUNTY, ILLINOIS
118 N. CLARK STREET, ROOM 212
CHICAGO, IL 60602

MARIA PAPPAS
COUNTY TREASURER

Memo

To: Cook County Department of Revenue
From: Cook County Treasurer's Office Refund Department
Date: Wednesday, September 26, 2012
Re: Overbid Refund

Subject: 2009 Scavenger Sale Overbid Refund

Property Index Number: 14-33-330-016-0000

The attached are copies of D & O A-248218 and Scavenger Sale redemption bill relative to refunding an overbid for \$.

This letter is to alert you that this overbid and D & O will be processed with the usual work.

Thank You,
Refund Department

gc

DOR Overbid Scavenger Voucher – Flagged in “Refund Type” field:

MARIA PAPPAS - TREASURER, COOK COUNTY, ILLINOIS			TAX REFUND		A 248218
DATE 09/26/12					
PAYEE Root			TAX YEAR 2009	VOLUME 125	
C/O			R.E.I.N. 14-33-330-016-0000		
ADDRESS			C. OF E. # J.R. #		
			TOWNSHIP CODE 72005	KIND gen	
DATE OF PAYMENT	PROOF OF PAYMENT	AMOUNT OF TAX PAID	REFUND TAX		\$1.00
12/08/12			STATUTORY INTEREST		
			POSTING TOTAL		\$1.00
			PENALTY		
REASON FOR REFUND			COST		
Overbid not redeemed by taxpayer per Clerks letter.			REFUND TOTAL		\$1.00
			CHECK REQUISITION NO.		
			CHECK NO.		
			CHECK DATE		
APPROVED BY	TYPED BY GC	POSTED BY	AUDITED BY		

DOR

Enhancements

Approvals

1. Clerk submits new voucher (s) in database.
2. Supervisor is alerted of vouchers needing approval.
3. Supervisor reviews vouchers.
4. If Approved:
 - a. Vouchers sent electronically
5. If denied:
 - a. Notification sent to clerk of changes to be made.
 - b. Clerk updates vouchers.
 - c. Restart process at step 1.

EXHIBIT 3

Certificate of Error Vouchers Database & Letters Database .Net Conversion Project

Overview

The C of E Vouchers database allows refunds staff to store, search, retrieve, and print refund vouchers that are used to process manual refunds. These vouchers are sent to departments within the Cook County Treasurer's Office (CCTO) and other County Agencies.

The C of E Letters database allows users to create, search for, retrieve, and print letters to taxpayers who may be eligible for C of E refunds.

CCTO has identified a need to convert the existing Microsoft Access based Certificate of Errors Vouchers database and C of E Letters database to .NET 4.0 and SQL. The new web-based C of E System should be accessible from the CCTO Intranet to staff users with their network login credentials.

Statement of Work

The proposal includes conversion of the existing C of E Vouchers database and C of E Letters (in Microsoft Access 2000) to a web application using ASP.NET 4.0 technology with the backend database in SQL Server 2008, and to incorporate the changes to existing database and enhancements as outlined by CCTO. The Consultant will provide the following solution based on the CCTO's requirement specification.

- Study and analyze:
 - d) current business requirements and identify the functional needs
 - e) the existing conceptual data model
 - f) the possible methods and solutions for new requirements
- Provide solution for converting the existing database from Microsoft Access to ASP.NET 4.0 and SQL
- Analyze and provide solution for the enhancements outlined by CCTO
- Provide support and fixes to any implemented functions that do not perform as designed or promised
- Knowledge transfer to CCTO's personal with well-defined technical documentation

Solution Approach

The Consultant proposes an n-tier web based client/server solution in Microsoft ASP.NET 4.0 technology using VB.NET with the backend database in SQL Server 2008. The project deliverables and our proposed work plan are given below.

Deliverables

The Consultant will deliver the new ASP.NET based Certificate of Error System with the changes and enhancements as outlined by the CCTO in the document 'Project538CofEDBConversionRequirements.docx' and as per communication responses received from the CCTO.

The following table shows changes outlined by the CCTO:

C Of E Vouchers			
Sl.#	Operation	Changes to existing database	Page #
1	Modify Voucher Data		3
	Searching	<No changes>	4
	Select CE Voucher Number [drop down list] option	'Select CE Voucher Number' option would be changed to keyed entry	4
2.	Adding Voucher		
	Create New Voucher		3
		Proof of Payment – Delete	5
		Approved by – Delete field. Information to be updated by system	5
		Typed by – Delete	5
		Posted by – Delete	5
		Data Entered By - Delete field. Information to be updated by system	5
		Installment – New field	5
		R.E.I.N – Change to PIN	5
		Township Code – Change to Tax Code	5
		Kind – Drop Down Menu 1.General 2.General Forfeiture 3.Scavenger	5
		Tax Type – New Field. Drop Down Menu 1.“0” – “General” a. “Warrant Year” and “Tax Year” must be the same value. 2.“1” – “Back Tax” a. “Warrant Year” and “Tax Year” may be	5

		<p>different values.</p> <p>3. "2" – " Open Space"</p> <p>a. "Warrant Year" and "Tax Year" must be the same value.</p> <p>4. "3" – "Air Pollution"</p> <p>a. "Warrant Year" and "Tax Year" must be the same value.</p> <p>5. "4" – "Arrearage"</p> <p>a. "Warrant Year" and "Tax Year" may be different values.</p> <p>6. "5" – "Circulator"</p> <p>a. "Warrant Year" and "Tax Year" must be the same value.</p>	
		Warrant Year – New Field. Logic based on Tax Type	5
		Tax Year - Logic based on Tax Type.	
		Notes - New field	5
		Remove two unnamed fields under Excess Tax	5
		Statutory Interest - To be calculated by system. Logic to be provided by business users.	5
		Earned Interest - To be calculated by system. Logic to be provided by business users.	5
3.	Delete a Voucher	<No changes>	6
4.	Print Voucher	<No changes>	7

C Of E Letters			
Sl.#	Operation	Changes to existing database	Page #
1.	Printing Letters		
	Load data from file TRCDC.COFERECDR into database.	<No changes>	10
2	Print, Preview and Proof Data	Changed to dropdown control	10

	<p>User makes any necessary edits to data and saves changes.</p> <p>Columns to be sortable</p> <p>Date Printed to be added to database after letters are printed.</p> <p>User selects option to print letters.</p>	<No changes>	11
3	Letter Layout	<ol style="list-style-type: none"> 1. Click File name to reprint letters 2. Add Date Printed to lower right hand corner. 	13, 15

The following table shows enhancements outlined by the CCTO

SI.#	Operation	Enhancements	Page #
1	Refund Voucher Approvals by Supervisor	<ol style="list-style-type: none"> 1. Clerk submits new voucher (s) in database. 2. Supervisor is alerted of vouchers needing approval. 3. Supervisor reviews vouchers. 4. If Approved: <ol style="list-style-type: none"> a. Vouchers sent electronically 5. If denied: <ol style="list-style-type: none"> a. Notification sent to clerk of changes to be made. b. Clerk updates vouchers. <p>Restart process at step 1</p>	17
2.	Import – Existing Credit Vouchers	Existing data exists in a spreadsheet(s), and will need to be incorporated into the new system	17

3..	Creating Credit Vouchers	<p>Create an online form for data entry with the following fields</p> <ul style="list-style-type: none"> a. CR/JR – Number assigned by a standalone web application. b. JR/CR Date c. Date Entered d. Kind e. Amount f. Name g. Address h. Tax Year i. Volume j. Tax Code (Code in example below) k. PIN (REIN in example below) l. Court Order # m. Date of Ct. Order n. Original Equalized Valuation o. Sustained Equalized Valuation p. Excess Equalized Valuation q. Rate r. Total 	17
4.	Create two Credit Vouchers	<ul style="list-style-type: none"> a. DOR Voucher b. File Copy 	17, 18
5.	Credit Voucher Approvals by Supervisor	<ul style="list-style-type: none"> 6. Clerk submits new voucher (s) in database. 7. Supervisor is alerted of vouchers needing approval. 8. Supervisor reviews vouchers. 9. If Approved: <ul style="list-style-type: none"> a. Vouchers sent electronically 10. If denied: <ul style="list-style-type: none"> a. Notification sent to clerk of changes to be made. b. Clerk updates vouchers. <p>Restart process at step 1</p>	

Work Plan

- a) Convert the Microsoft Access Forms to ASP.NET web pages with AJAX technology support
- b) Transform the security mechanisms/approaches used in the existing Access database and make it compatible with the web based model (by session management etc.)
- c) Integrate the new ASP.NET application with the CCTO Intranet and make this application accessible to staff users with their network login credentials
- d) Rewrite blocks of code to take advantage of new capabilities of .NET 4.0
- e) Use the 'Upsizing' wizard feature in Microsoft Access to migrate the relevant database objects to SQL Server 2008
- f) Incorporate existing credit voucher in spread sheet using Import option.

g) Integration with existing applications

- In C of E Voucher database, CE number generated by an internal application will be obtained using web service.
- JR/CR# number generated by an internal application will be obtained using web service.

Assumptions

1. The Consultant will include a limited number of new requirements in the scope of the project without any additional cost to CCTO as long as the requirements are small (less than one day to complete) and do not involve any major rework/testing, and approved by both the Consultant and CCTO in advance in writing.
2. The development work will be done offsite and not at CCTO's office. However, the Consultant's PM will be onsite to perform requirement gathering/analysis and system design during the first one or two weeks. Our PM will be onsite during the end of the project or any time as required.
3. The SQL Server 2008 database schema for the new web based C of E Voucher and C of E Letters Systems will mostly remain the same that of the existing Microsoft Access database.
4. The CCTO will provide the necessary software and hardware setup for the deployment.
5. The CCTO will identify and provide an individual to whom the Consultant will interact regularly for this project, and provide approvals/signoffs to our deliverables without delay of more than 2 weeks
6. Existing business process does not change
7. Process analysis and reengineering are out of scope of this project

Project Schedule

Based on the current understanding of timeline of project completion by CCTO, The Consultant proposes the following schedule. The Consultant has assumed a tentative start date of April 22, 2013 to accommodate discussions of the SOW, and approval of CCTO and issue of purchase order.

Task Name	Duration	Start	Finish
Phase I - Inception	24 days	4/22/13	5/25/13
Project Kickoff	1 day		
Study the existing C of E Voucher & Letter databases	8 days		
Understand and validate changes to existing databases and enhancements outlined by CCTO	7 days		
Perform analysis for the databases conversion (i.e., to convert the existing Microsoft Access based C of E Voucher & Letter databases to a web based ASP.NET 4.0 application with the backend database in SQL Server 2008)	8 days		
Phase II - Elaboration	15 days	5/26/13	6/16/13

Design the prototype of the new web based C of E Voucher & Letter System in adherence to customer's current branding standards	9 days		
Update the prototype to include Credit Vouchers functionality (Enhancement)	3 days		
Update the prototype to include Credit & Refund Voucher Approvals functionality (Enhancement)	3 days		
Phase III - Construction	72 days	6/17/13	9/24/13
Implement the working model of the 'Adding / Updating / Delete a Voucher' functionality in the new web based C of E Voucher & Letter System	6 days		
Implement the working model of 'Credit Vouchers' functionality	2 days		
Implement the working model of the 'Searching' functionality for Vouchers and Letters	3 days		
Implement the working model of the 'Credit & Refund Voucher Approvals' functionality	5 days		
Implement the working model of the 'Printing Vouchers' functionality	3 days		
Implement the working model of the 'Printing Letters' functionality	5 days		
Implement the working model of the 'Print, Preview and Proof Data in Letters' functionality	4 days		
Apply changes (in working model) based on customer review	5 days		
Implement components and pages pertinent to 'Adding / Updating / Delete a Voucher' functionality	5 days		
Implement whole components and pages pertinent to 'Credit Vouchers' functionality	2 days		
Implement whole components and pages pertinent to 'Searching' functionality for Vouchers and Letters	3 days		
Implement whole components and pages pertinent to 'Credit & Refund Voucher Approvals' functionality	4 days		
Implement whole components and pages pertinent to 'Printing Vouchers' functionality	10 days		
Implement whole components and pages pertinent to 'Printing Letters' functionality	7 days		
Implement whole components and pages pertinent to 'Print, Preview and Proof Data in Letters' functionality	4 days		
Create two Credit Vouchers (DOR Voucher & File Copy)	5 days		
Apply changes and fine tune the new web based C of E Voucher & Letter System based on customer review	5 days		
Integrate with internal applications that assigns 'CE' and 'JR/CR #' numbers (using Web service approach to consume data)	10 days		
Integration with the CCTO Intranet site	3 days		
Perform testing @ System and Integration level and fix bugs	15 days		
Phase IV - Transition	23 days	9/25/13	10/25/13
Go LIVE (Production deployment)	6 days		
Production Support	5 days		

Prepare Documentation	5 days		
Provide knowledge transfer / training	5 days		
Project Closure	1 day		

Project Resources

The Consultant proposes to engage the following types of resources for the project. The actual resources will be determined by the Consultant at the time of project.

- Project Manager
- Senior Web Developer
- Web Developer
- Web Developer / Tester

Steering Committee

A steering committee will be formed during the beginning of the project. The steering committee will consist of the following personnel:

1. CCTO - key project stakeholders
2. VIVA Vice President (Project Director)
3. VIVA Account Manager
4. VIVA Project Manager

The steering committee will meet every week to review the project status. The VIVA PM will present the key updates in the following areas during the meeting:

- Project status
- Project budget status / tracking
- Risk status and the mitigation plan
- Outstanding issues and resolution
- Major concerns faced by the VIVA project team, if any, help required from CCTO
- Update on the previous meeting action items and its status
- Upcoming milestone details

Weekly Status Reporting

The VIVA team will hold weekly meeting with the CCTO project manager. The project status will be sent prior to the meeting, which provides a basis for review. Minutes of these meetings will be recorded, distributed to the participants and maintained by VIVA. In general, VIVA PM and CCTO PM will participate in the meeting with a couple of key team members.

Change Management Plan

The Configuration Management is performed as per the Configuration Management Plan developed, which is done as per VIVA's project management process. The Consultant will constitute a Change Control Board (CCB) comprised of the VIVA Representative (i.e. Vice President or Project Manager) and the CCTO Project Manager. Every change request will be reviewed by the CCB. Whenever a change request is received, it will pass through the following stages:

- Verify the source of change request
- Perform impact analysis
- Estimate time, effort and cost
- Analyze the cost and benefit and obtain client approval, Modify software, Verify and validate software updated, Release the updated software, Install and validate release and Update project history document

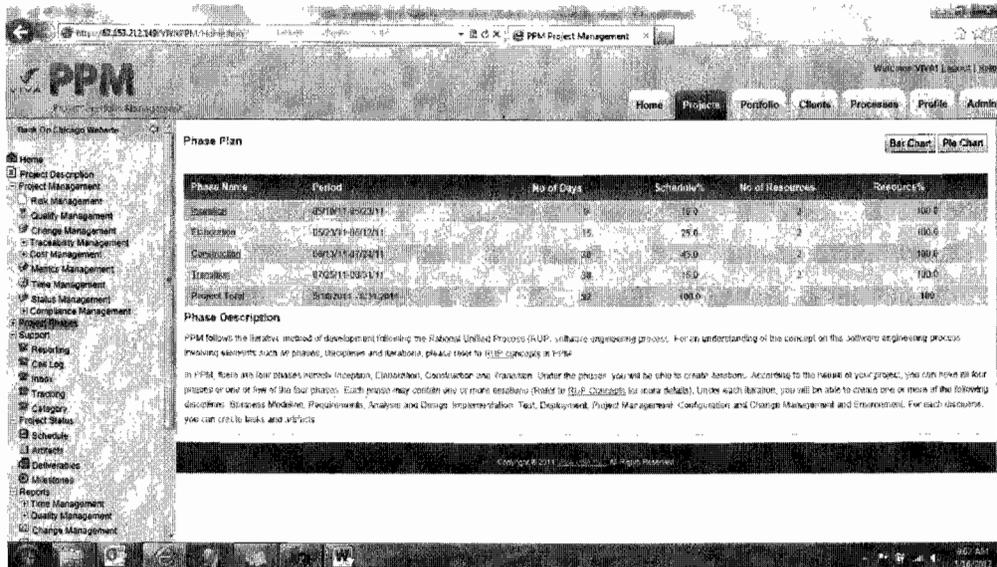
No changes to the project scope shall be performed until authorization is provided, in the form of an amendment, by the Chief Procurement Officer in accordance with the current Cook County Procurement Code.

Web-based Project Portfolio Management (PPM)

VIVA uses a project management portal called Project Portfolio Management (PPM) for project management. The tool is based on PMI's PMBOK and SDLC methodology requirements. VIVA offers a rigorous project management process that will be used to support effective performance and monitoring of the application contract. Our project manager tracks project progress constantly through the use of PPM tool. We will have indicators (both reports and auto-generated emails) to address the following:

- Contractual status (scope changes; status of deliverables)
- Technical status (status of scheduled versus actual activities; technical issues; risk review; QA process compliance; and status of change requests).

A screenshot of PPM is given below.



We will set up this project in PPM, and will provide access to CCTO team members.

Project Costing

The Consultant costs are based on the services provided by the Consultant. The CCTO will not be billed for travel expenses and equipment/third party software costs.

The Consultants' hourly rates and the corresponding utilization % for each staff member assigned to this project are provided below.

Resource	Rate (\$/Hour)	Utilization (%)	Resource Cost
Project Manager	\$60.00	30%	\$ 8,700.00
Senior Web Developer	\$60.00	10%	\$ 3,000.00
Web Developer	\$50.00	50%	\$ 23,000.00
Web Developer / Tester	\$50.00	50%	\$ 24,000.00
Total Cost			\$ 58,700.00

The costs by phase are provided below. The phases of work are contingent upon the issuance of the Purchase Order. If the Services are not commenced upon the initial Start Date of Phase I, the Consultant shall commence services within one work of receiving the Purchase Order.

Task	Start Date	End Date	Cost
Phase I - Inception	4/22/13	5/25/13	\$ 4,200.00
Phase II - Elaboration	5/26/13	6/16/13	\$ 10,000.00
Phase III - Construction	6/17/13	9/24/13	\$ 42,000.00

Phase IV - Transition	9/25/13	10/25/13	\$ 2,500.00
Total Cost	9/25/13	10/25/13	\$ 58,700.00

The cost by deliverables is given below.

	Project Deliverable	Hourly Rate	Estimated Hours	Cost
1	Project management / System Analysis	\$60.00	195	\$11,700.00
2	Design, Implementation and Testing - Adding / Updating / Delete a Voucher	\$50.00	140	\$ 7,000.00
3	Design, Implementation and Testing – Credit Vouchers	\$50.00	52	\$ 2,600.00
4	Design and Implementation –Searching Vouchers and Letters	\$50.00	80	\$ 4,000.00
5	Design and Implementation – Credit & Refund Voucher Approvals	\$50.00	116	\$ 5,800.00
6	Design, Implementation and Testing - Printing Vouchers	\$50.00	166	\$ 8,300.00
7	Design, Implementation and Testing – Printing Letters	\$50.00	112	\$ 5,600.00
8	Design and Implementation –Print, Preview and Proof Data in Letters	\$50.00	82	\$ 4,100.00
9	Design and Implementation – Create two Credit Vouchers	\$50.00	64	\$ 3,200.00
10	Design and Implementation – web services for assigns 'CE' and 'JR/CR #' numbers	\$50.00	128	\$ 6,400.00
	Total cost			\$58,700.00

Total Cost:

Total cost of the project is \$ 58,700.00 (fifty eight thousand and seven hundred dollars).

Payment Schedule:

Upon the satisfactory performance of services for each milestone, the Consultant shall submit its invoices and Form 29A for payment.

Milestone	Payment Amount
Requirements Specification at the end of Phase I	20%
System Prototype at the end of Phase II	40%
Working Application at the end of Phase III	20%
Testing and Go live at the end of Phase IV	20%

EXHIBIT 4

CCTO Document: Project538CofEDBCConversionRequirements.docx



Office of the Cook County Treasurer
Maria Pappas

Project 538: C of E Voucher Database and C of E Letters Database
Requirements Document
November 16, 2012

Cook County Treasurer's Office
118 N Clark St. Room 222
Chicago, IL 60602

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Purpose

This document describes the requirements for the C of E Voucher Database and C of E Letters Database conversion from Access to .Net 4.0 and SQL. IT needs this to be reviewed, amended or approved so that coding can begin.

Description of Database

The C of E Voucher Database allows Refunds staff to create, search for, retrieve, and print refund vouchers that are used to process manual refunds. These vouchers are sent to departments within the Cook County Treasurer's Office and other County Agencies. The C of E Letters database allows users to

create, search for, retrieve, and print letters to taxpayers who may be eligible for Certificate of Error refunds.

Requirements

These requirements describe the current system.

Conversion from Access to .Net 4.0

The current C of E Voucher and C of E Letters Databases are Access 2000 databases to be converted to .Net 4.0 and SQL. Changes to existing system are in red.

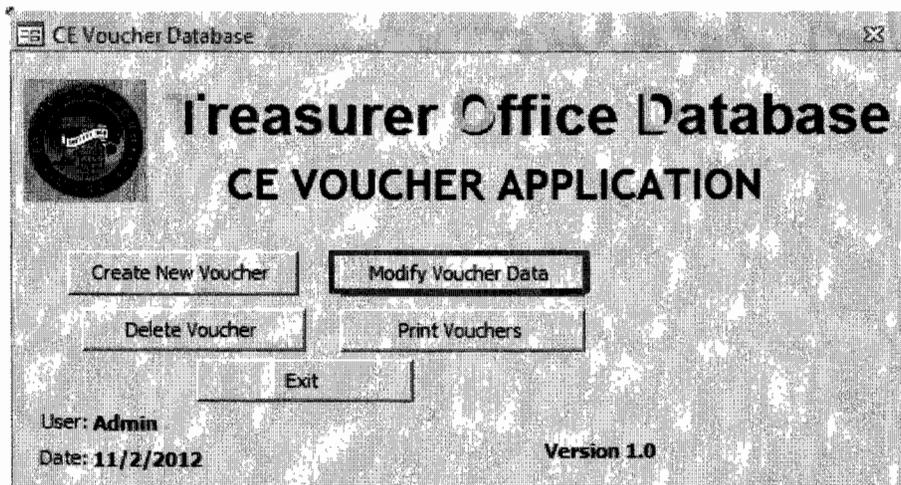
Access from CCTO Intranet

The databases should be accessible to users from the CCTO Intranet page. User access will be based on network log in credentials.

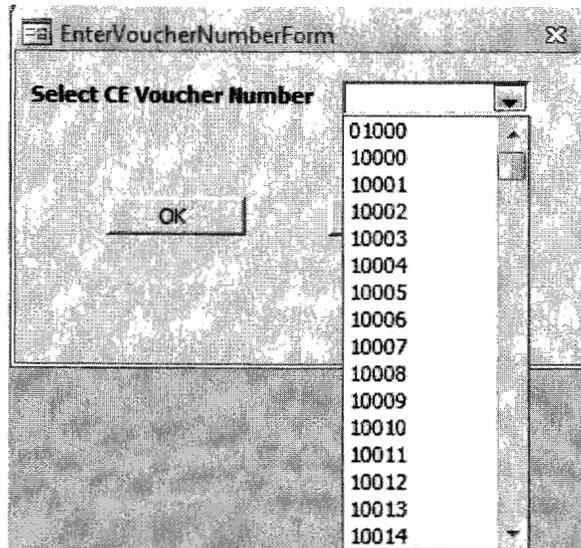
C of E Vouchers Database

Searching

1. User selects the "Modify Voucher Data" option:



2. User selects the voucher to be modified from a dropdown menu:



Changed to keyed data entry.

3. User updates voucher record, and clicks save.

CE Voucher

MARIA PAPPAS - TREASURER, COOK COUNTY, ILLINOIS **CE** 10006

DATE 2/25/2002 **TAX REFUND**

PAYEE: Efrain Cervantes	TAX YEAR: 1999	VOLUME: 509
CJO:	R.E.I.N.: 16364090140000	
ADDRESS: 2637 W 36th St	C. OF E. #: 69926	J.R. #: 2034
CITY: Chicago State: IL ZipCode: 60632	TOWNSHIP CODE: 76007	KIND: General

DATE OF PAYMENT	PROOF OF PAYMENT	AMOUNT OF TAX PAID
3/1/2000		\$643.06
5/1/2001		\$634.54
		\$0.00

REASON FOR REFUND
Cl. Ord. Dt. 11/29/01

TAXES PAID	\$1,277.60
ADJUDICATED TAX	\$889.43
EXCESS TAX	\$388.17
	2nd - \$388.17

APPROVED BY: ES TYPED BY: AP POSTED BY:

REFUND TAX	\$388.17
STATUTORY INTEREST	
POSTING TOTAL	\$388.17
PENALTY	\$40.76

COST

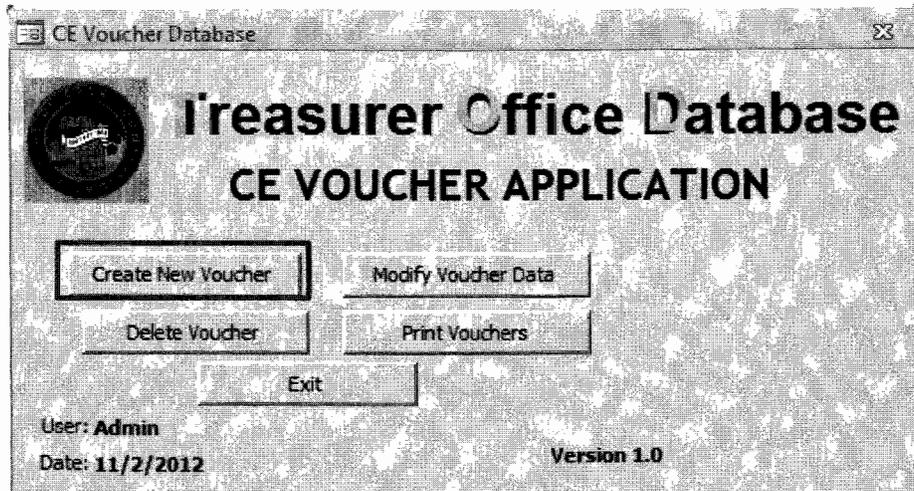
REFUND SUB TOTAL	\$428.93
EARNED INTEREST	\$31.05
GRAND REFUND TOTAL	\$459.98

Percentage: 8 Data Entry By: MA

Buttons: Save, Exit

Adding a Voucher

1. User selects the "Create New Voucher" option:



2. User enters data in fields and selects "Save:"
 - a. All fields are user inputs, with the following exceptions:
 - i. Date
 - ii. Taxes Paid (Sum of "Amount of Tax Paid" fields)
 - iii. Excess Tax (Difference between "Taxes Paid and "Adjudicated Tax")
 - iv. Refund Tax
 - v. Posting Total
 - vi. Refund Subtotal
 - vii. Grand Refund Total
 - b. Changes:
 - i. Proof of Payment – Delete
 - ii. Approved by – Delete field. Information to be updated by system.
 - iii. Typed by – Delete
 - iv. Posted by – Delete
 - v. Data Entered By - Delete field. Information to be updated by system.
 - vi. Installment – New field
 - vii. R.E.I.N – Change to PIN
 - viii. Township Code – Change to Tax Code
 - ix. Kind – Drop Down Menu
 1. General
 2. General Forfeiture
 3. Scavenger
 - x. Tax Type – New Field. Drop Down Menu
 1. "0" – "General"
 - a. "Warrant Year" and "Tax Year" must be the same value.
 2. "1" – "Back Tax"
 - a. "Warrant Year" and "Tax Year" may be different values.
 3. "2" – "Open Space"

- a. "Warrant Year" and "Tax Year" must be the same value.
- 4. "3" – "Air Pollution"
 - a. "Warrant Year" and "Tax Year" must be the same value.
- 5. "4" – "Arrearage"
 - a. "Warrant Year" and "Tax Year" may be different values.
- 6. "5" – "Circulator"
 - a. "Warrant Year" and "Tax Year" must be the same value.
- xi. Warrant Year – New Field. Logic based on Tax Type (See Above).
- xii. Tax Year - Logic based on Tax Type. (See Above).
- xiii. Notes - New field
- xiv. Remove unnamed fields under Excess Tax
- xv. Statutory Interest - To be calculated by system. Logic to be provided by business users.
- xvi. Earned Interest - To be calculated by system. Logic to be provided by business users.

CE Report
MARIA PAPPAS - TREASURER, COOK COUNTY, ILLINOIS **CE**

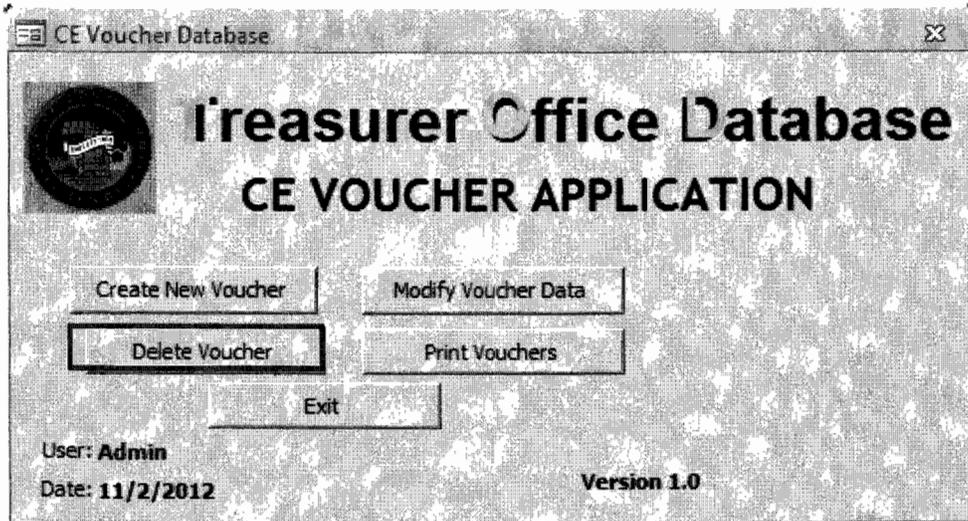
DATE: 11/2/2012 **TAX REFUND**

PAYEE: _____ C/O: _____ ADDRESS: _____ CITY: _____ State: _____ ZipCode: _____	TAX YEAR: _____ VOLUME: _____ R.E.I.N.: _____ C. OF E. #: _____ J.R. #: _____ TOWNSHIP CODE: _____ KIND: _____																																			
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 33%;">DATE OF PAYMENT</th> <th style="width: 33%;">PROOF OF PAYMENT</th> <th style="width: 33%;">AMOUNT OF TAX PAID</th> </tr> </thead> <tbody> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> </tbody> </table>	DATE OF PAYMENT	PROOF OF PAYMENT	AMOUNT OF TAX PAID													<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>REFUND TAX</td><td> </td></tr> <tr><td>STATUTORY INTEREST</td><td> </td></tr> <tr><td>POSTING TOTAL</td><td> </td></tr> <tr><td>PENALTY</td><td> </td></tr> <tr><td> </td><td> </td></tr> <tr><td>COST</td><td> </td></tr> <tr><td>REFUND SUB TOTAL</td><td> </td></tr> <tr><td>EARNED INTEREST</td><td> </td></tr> <tr><td>GRAND REFUND TOTAL</td><td> </td></tr> <tr><td>Percentage: _____ Data Entry By: _____</td><td> </td></tr> </table>	REFUND TAX		STATUTORY INTEREST		POSTING TOTAL		PENALTY				COST		REFUND SUB TOTAL		EARNED INTEREST		GRAND REFUND TOTAL		Percentage: _____ Data Entry By: _____	
DATE OF PAYMENT	PROOF OF PAYMENT	AMOUNT OF TAX PAID																																		
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REASON FOR REFUND: _____ TAXES PAID: _____ ADJUDICATED TAX: _____ EXCESS TAX: _____	APPROVED BY: _____ TYPED BY: _____ POSTED BY: _____ <div style="text-align: right;"> <input type="button" value="Save"/> <input type="button" value="Exit"/> </div>																																			

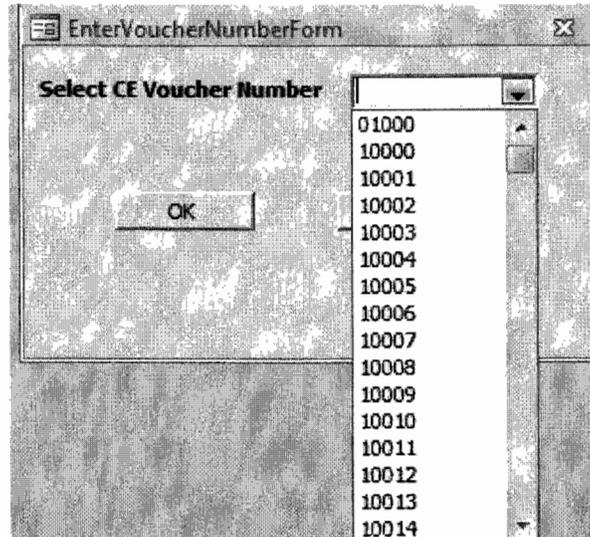
Record 1 of 1 No Filter

Delete a Voucher

1. User selects the "Delete Voucher" option:

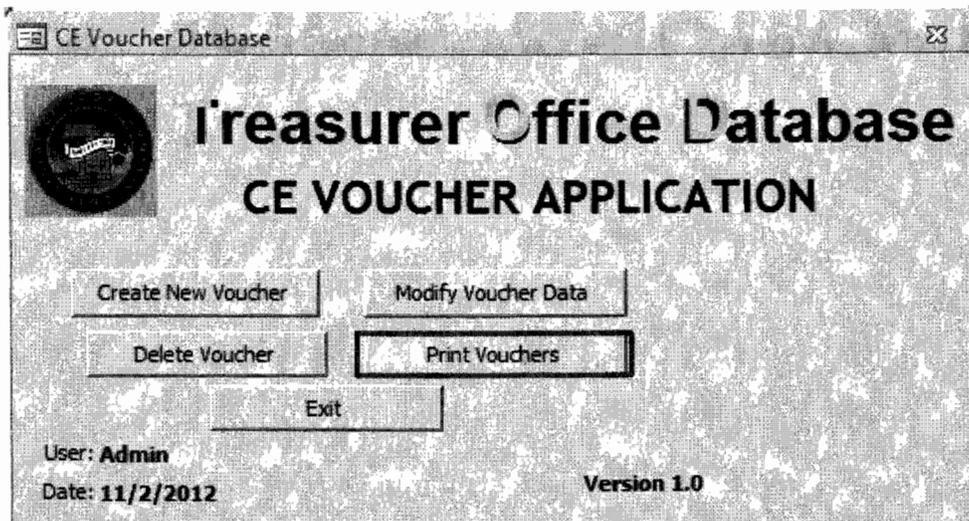


2. User selects the voucher to be deleted from a drop down menu:

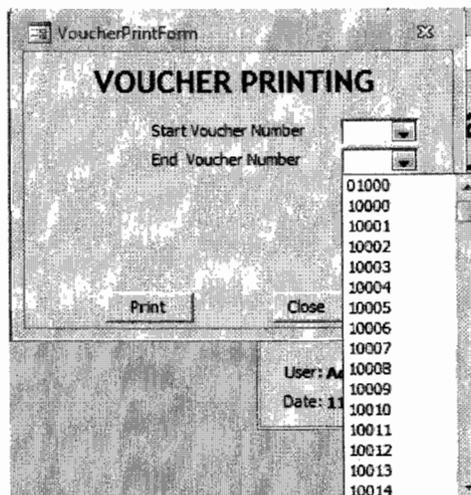
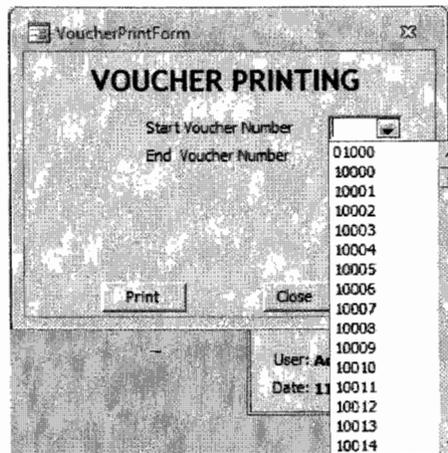


Print Vouchers

1. User selects the "Print Vouchers" option:



2. User selects a range of vouchers to be printed, and clicks print:



3. Four vouchers are printed to user's default printer (see next section for voucher layout).

Voucher Layout

1. DOR Voucher

MARIA PAPPAS - TREASURER, COOK COUNTY, ILLINOIS			CE 16157	
DATE 09/13/12		TAX REFUND		
PAYEE MELVIN L DAVIS		TAX YEAR 2008/BT06	VOLUME 251	
C/O		R.E.I.N. 20-03-213-015-0000		
ADDRESS 525 E 41ST ST		C. OF E. # 33879	J.R. # 11461	
CHICAGO IL 60653		TOWNSHIP CODE 70012	KIND GENERAL	
DATE OF PAYMENT	PROOF OF PAYMENT	AMOUNT OF TAX PAID	REFUND TAX	\$307.60
4/6/2010		\$1,168.48	STATUTORY INTEREST	
7/8/2010		\$3,461.72		
		\$0.00	PENALTY	
REASON FOR REFUND CT. ORD. DT. 8/14/12			TOTAL INTEREST AND PENALTY	
TAXES PAID \$4,630.20			COST	
ADJUDICATED TAX \$3,860.86			REFUND SUB TOTAL	\$307.60
EXCESS TAX \$769.34			EARNED INTEREST	\$49.22
(Already refunded on CE16151 -\$461.74)			GRAND REFUND TOTAL	\$356.82
2nd - \$307.60			CHECK REQUISITION NO.	
APPROVED BY	TYPED BY AV	POSTED BY	CHECK NO.	
			CHECK DATE	AUDITED BY

DOR

2. File Voucher

MARIA PAPPAS - TREASURER, COOK COUNTY, ILLINOIS			CE 16157	
DATE 09/13/12		TAX REFUND		
PAYEE MELVIN L DAVIS		TAX YEAR 2008/BT06	VOLUME 251	
C/O		R.E.I.N. 20-03-213-015-0000		
ADDRESS 525 E 41ST ST		C. OF E. # 33879	J.R. # 11461	
CHICAGO IL 60653		TOWNSHIP CODE 70012	KIND GENERAL	
DATE OF PAYMENT	PROOF OF PAYMENT	AMOUNT OF TAX PAID	REFUND TAX	\$307.60
4/6/2010		\$1,168.48	STATUTORY INTEREST	
7/8/2010		\$3,461.72	POSTING TOTAL	\$307.60
		\$0.00	PENALTY	
REASON FOR REFUND CT. ORD. DT. 8/14/12			COST	
TAXES PAID \$4,630.20			REFUND SUB TOTAL	\$307.60
ADJUDICATED TAX \$3,860.86			EARNED INTEREST	\$49.22
EXCESS TAX \$769.34			GRAND REFUND TOTAL	\$356.82
(Already refunded on CE16151 -\$461.74)			CHECK REQUISITION NO.	
2nd - \$307.60			CHECK NO.	
APPROVED BY	TYPED BY AV	POSTED BY	CHECK DATE	AUDITED BY

FILE

3. Accounts Payable Voucher

MARIA PAPPAS - TREASURER, COOK COUNTY, ILLINOIS			CE 16157	
DATE 09/13/12		TAX REFUND		
PAYEE MELVIN L DAVIS		TAX YEAR 2008/BT06		VOLUME 251
C/O		R.E.I.N. 20-03-213-015-0000		
ADDRESS 525 E 41ST ST		C. OF E. # 33879		J.R. # 11461
CHICAGO IL 60653		TOWNSHIP CODE 70012		KIND GENERAL
DATE OF PAYMENT	PROOF OF PAYMENT	AMOUNT OF TAX PAID	REFUND TAX	
4/6/2010		\$1,168.48	STATUTORY INTEREST	
7/8/2010		\$3,461.72	POSTING TOTAL	\$307.60
			PENALTY	
		\$0.00		
REASON FOR REFUND CT. ORD. DT. 8/14/12		COST		
TAXES PAID		\$4,630.20	REFUND SUB TOTAL	\$307.60
ADJUDICATED TAX		\$3,860.86	EARNED INTEREST	\$49.22
EXCESS TAX		\$769.34	GRAND REFUND TOTAL	\$356.82
(Already refunded on CE16151 -\$461.74)			CHECK REQUISITION NO.	
2nd - \$307.60			CHECK NO.	
APPROVED BY	TYPED BY AV	POSTED BY	CHECK DATE	AUDITED BY

ACCOUNTS PAYABLE

4. Distribution Voucher

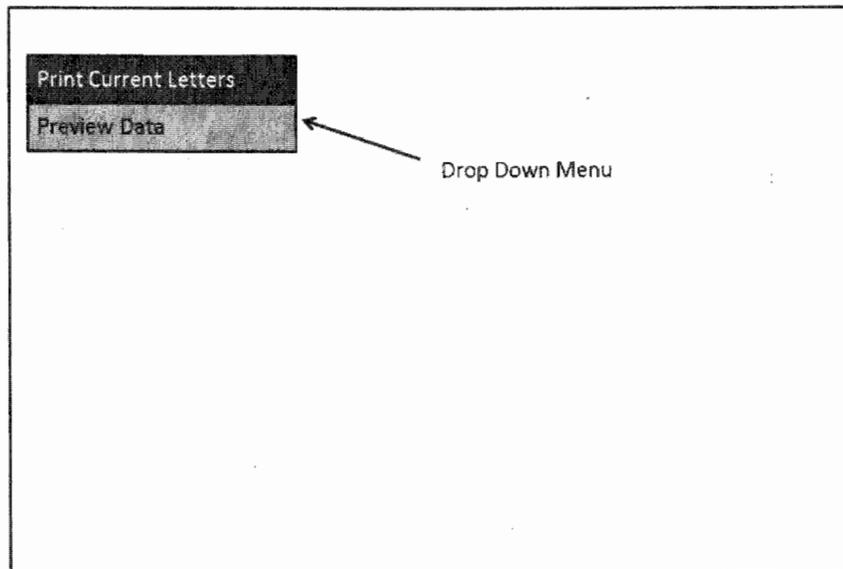
MARIA PAPPAS - TREASURER, COOK COUNTY, ILLINOIS			CE 16157	
DATE 09/13/12		TAX REFUND		
PAYEE MELVIN L DAVIS		TAX YEAR 2008/BT06		VOLUME 251
C/O		R.E.I.N. 20-03-213-015-0000		
ADDRESS 525 E 41ST ST		C. OF E. # 33879		J.R. # 11461
CHICAGO IL 60653		TOWNSHIP CODE 70012		KIND GENERAL
DATE OF PAYMENT	PROOF OF PAYMENT	AMOUNT OF TAX PAID	REFUND TAX	
4/6/2010		\$1,168.48	STATUTORY INTEREST	
7/8/2010		\$3,461.72	POSTING TOTAL	\$307.60
			PENALTY	
		\$0.00		
REASON FOR REFUND CT. ORD. DT. 8/14/12		COST		
TAXES PAID		\$4,630.20	REFUND SUB TOTAL	\$307.60
ADJUDICATED TAX		\$3,860.86	EARNED INTEREST	\$49.22
EXCESS TAX		\$769.34	GRAND REFUND TOTAL	\$356.82
(Already refunded on CE16151 -\$461.74)			CHECK REQUISITION NO.	
2nd - \$307.60			CHECK NO.	
APPROVED BY	TYPED BY AV	POSTED BY	CHECK DATE	AUDITED BY

DISTRIBUTION

C of E Letters

Printing Letters

1. Load data from file TRCDC.COFERECD into database.
2. User selects option to preview and proof data for current letters (most recent data loaded from TRCDC.COFERECD).



3. User makes any necessary edits to data and saves changes.
 - a. Columns to be sortable
 - b. Date Printed to be added to database after letters are printed.
4. User selects option to print letters.

Search By:

Date
 Taxpayer Name
 C/O (Care of) ← Drop Down Menu
 PIN
 C of E #
 CR/IR #
 Global Search

2. System displays relevant search results:

Click file name(s) to view letter data and reprint letter(s)

Letter	Date	Taxpayer	Care of	PIN	CO/E#	IR/CP#
CoExxxx.doc	XX/XX/XXXX	John Doe	John Doe	XX-XX-XXXX-XXXX	XXXX	XXXX
CoExxxx.doc	XX/XX/XXXX	John Doe	John Doe	XX-XX-XXXX-XXXX	XXXX	XXXX
CoExxxx.doc	XX/XX/XXXX	John Doe	John Doe	XX-XX-XXXX-XXXX	XXXX	XXXX

3. System displays data for selected letter(s)
4. User can edit letter data and/or print letters.

NO	DATE	DESCRIPTION	AMOUNT	DEBIT	CREDIT	BALANCE	OPENING	CLOSING	OPENING	CLOSING
001	2015-12	0 SERVICE	201512	2015	1000000	1000000	1000000	1000000	1000000	1000000
002	2015-12	0 GEORGE MICHAEL ZEVIN W/ CHICAGO ILL	201512	2015	1000000	1000000	1000000	1000000	1000000	1000000
003	2015-12	0 GEORGE MICHAEL ZEVIN W/ CHICAGO ILL	201512	2015	1000000	1000000	1000000	1000000	1000000	1000000
004	2015-12	0 GEORGE MICHAEL ZEVIN W/ CHICAGO ILL	201512	2015	1000000	1000000	1000000	1000000	1000000	1000000

Save Changes

Print

Letter Layout



Maria Pappas, Cook County Treasurer
 118 N. Clark St., Room 112
 Chicago, IL 60602

**Certificate of Error
 OVER-ASSESSMENT
 REFUND APPLICATION**

Dear Taxpayer:

The Cook County Treasurer's Office is pleased to inform you that you MAY be entitled to a real-estate tax refund of «Refund_Amt» plus interest. It is a priority of this office to assist you in obtaining your refund. This application will help you to receive your refund in a timely and efficient manner.

A Certificate of Error resulted in a property-tax reduction for tax year «Tax_Year», paid in «Payable_Year». We will calculate your refund, with any interest, after you complete and return this application and proof of payment to our office. This application is for C of E#: «C of E Number», Property Index Number «PIN», Tax Year «Tax_Year» and Volume «Volume».

To help us get a refund to you, please follow these steps:

STEP 1 Fill in each blank below. (Please print clearly. This affects where the check is mailed).

Taxpayer _____ In care of _____
 Address _____ Daytime Phone (_____) _____

City/State/Zip _____ Fax and/or e-mail (if available) _____
 I hereby certify under penalty of law that I am legally and equitably entitled to the refund based on the referenced Certificate of Error; that I have not previously received all or any part of a refund from the Office of the Cook County Treasurer or any other party for the same year, Property Index Number and season; and that if I am not so entitled, I will indemnify and hold the Office of the Cook County Treasurer harmless from any and all adverse claims to such refund, including costs and attorney's fees.

Signature _____ Date _____

STEP 2 Please review the reverse side of this form and attach any and all proof of payment available, such as:

- Copy of the front side of the canceled check(s) used to pay the 2nd installment taxes for «Tax_Year», paid in «Payable_Year». If the refund amount is more than the 2nd installment amount paid, you will need a copy of the front of the canceled check(s) used to pay both the 1st and 2nd installments.
- Copies of the teller receipt or receipted tax bills if paid by cash for tax year «Tax_Year», paid in «Payable_Year».
- A letter (or letters) from any mortgage company, title company or other third party who submitted payment that includes the following: (1) Property Index Number, (2) taxpayer's name, (3) amount(s) paid, and (4) date(s) of payment(s).

Note: You want to match proofs for: 1st installment of «M 1st Amt Pde» and 2nd installment of «M 2nd Amt Pde».

STEP 3 Mail this completed application (with proof of payment attached) to the Treasurer's Office address above. Incomplete applications or those with insufficient proof of payment may be returned. Additional information on proof of payment can be found on the reverse side of this form. Contact us at www.cookcountytreasurer.com or call (312) 413-5100 with any questions.

Sincerely,

Maria Pappas
 Cook County Treasurer

«Taxpayer_Name»
 «Address»
 «City», «State» «Zip_Code»-«ZipAdd»

Property Index Number: «PIN» C of E#: «C of E Number» Vol.: «Volume» Year «Tax_Year»
 Cr/Int#: «JRCR Number»

1st Installment		2nd Installment	
Amount Due:	<u>«M 1st Amt Due»</u>	Amount Due:	<u>«M 2nd Amt Due»</u>
Amount Paid:	<u>«M 1st Amt Pde»</u>	Amount Paid:	<u>«M 2nd Amt Pde»</u>

Total Tax DUE: <u>«Total Amt Due»</u>	Total Tax PAID: <u>«Total Amt Pde»</u>
---------------------------------------	--

Accepted by: _____	Date: _____
Proofed by: _____	Date: _____
Entered by: _____	Date: _____

Printed on
 XX/XX/XXX

Add Date Printed to lower right hand corner.

Please submit all necessary proof(s) of payment so that we may process your refund application promptly. Below are commonly asked questions on proof of payment and refund applications.

Q. Why do I need to submit proof of payment with my refund application?

A. Under state law, only the person or entity that paid the tax may receive any refund from that payment.

Q. I paid my taxes in cash, what do I need to submit for proper proof of payment?

A. If taxes were paid in cash, a copy of the validated receipt is needed.

Q. I paid my taxes with a personal check/cashier's check/money order. What do I need to submit as proof of payment?

A. Copy of the front of the canceled check used to pay the 2nd installment taxes. If the refund amount is more than the 2nd installment paid, then you need a copy of the front of the canceled check(s) used to pay both 1st and 2nd installments.

Q. I paid multiple parcels with one check. What do I need to submit as proof of payment to receive a refund for one or more of the parcels?

A. For each refund requested, a listing of the Property Index Numbers paid with that check must be provided, along with the front copy of the check used to pay the taxes.

Q. My mortgage company or bank paid my taxes. Why do I need a letter from the company along with the copy of the check?

A. Mortgage companies and banks typically submit payments on multiple Property Index Numbers from multiple escrow accounts without indicating on whose behalf the tax payment is made. The requirement for a letter from a company or other third-party payer indicates on whose behalf the taxes were paid, the Property Index Number, tax amount paid, date and year paid, and thus, who should receive any refund for all or part of that payment.

HELPFUL TAXPAYER TIP: One shortcut for a prior year is to submit a copy of an IRS Form 1098. This record, which most taxpayers keep with their income-tax files, is the form that the mortgage company uses to report to you what interest and taxes were paid. Be sure to submit the correct copy of an IRS Form 1098 record (e.g. 2000 property taxes were typically paid in calendar year 2001; 1999 property taxes were typically paid in calendar year 2000, etc.) This is especially useful if you have refinanced, your loan was sold or the mortgage company for a prior tax year cannot be contacted.

Q. My mortgage company or bank paid by wire transfer. What do I need to submit as proof of payment?

A. You need to submit a copy of the transmittal form and the disbursement list with the PIN(s) that were paid.

Q. A title company paid my taxes. What do I need to submit as proof of payment?

A. You need to submit the copy of the Closing Statement, and copy of the title company's check. If the title company check is not available, a letter of direction must be submitted from the title company on behalf of the applicant.

Q. What if I want my refund to go to a third party?

A. For the refund to be given to a third party applicant, the third party must sign and complete the refund application. Submit all the proofs of payment and provide a notarized letter of direction from the taxpayer who paid the taxes. A notarized letter of direction must be provided stating that the original taxpayer is giving authorization to the third party to receive the refund. It should also include the amount, tax year, and PIN from which the money is being refunded.

Q. My bank has closed, or I cannot locate a copy of the canceled checks used to pay taxes. What other alternatives do I have?

A. You may submit a copy of the monthly bank statement that shows the corresponding check number and amount of a payment. Or, you may submit a request in writing to the Office of the Cook County Treasurer with a payment of \$2 per tax payment to request that the Tax Research Department perform a search. In the event a copy of the front of your canceled check can be found in past installment collection records.

Contact us at (312) 443-5100 or www.cookcountytreasurer.com with any questions.

Enhancements

The following items are new additions to the system.

Approvals

1. Clerk submits new voucher(s) in database.
2. Supervisor is alerted of vouchers needing approval.
3. Supervisor reviews vouchers.
4. If Approved:
 - a. Vouchers sent electronically
5. If denied:
 - a. Notification sent to clerk of changes to be made.
 - b. Clerk updates vouchers.
 - c. Restart process at step 1.

CofE Credit Vouchers

Create credit vouchers for CofEs. *Note: Credit Voucher creation to take place prior to the creation of Refund Vouchers.

This is a manual process that takes place outside of the existing Access Database. Existing data exists in a spreadsheet(s), and will need to be incorporated into the new system. JR/CR # is assigned by a standalone web application, Secured Refund Numbers, the sole purpose of which is to assign JR/CR #s.

1. Create an online form for data entry with the following fields:
 - a. CR/JR – Number assigned by a standalone web application.
 - b. JR/CR Date
 - c. Date Entered
 - d. Kind
 - e. Amount
 - f. Name
 - g. Address
 - h. Tax Year
 - i. Volume
 - j. Tax Code (Code in example below)
 - k. PIN (REIN in example below)
 - l. Court Order #
 - m. Date of Ct. Order
 - n. Original Equalized Valuation
 - o. Sustained Equalized Valuation
 - p. Excess Equalized Valuation
 - q. Rate
 - r. Total
2. Create two Credit Vouchers
 - a. DOR Voucher

COOK COUNTY, ILLINOIS – OFFICE OF COUNTY TREASURER «CrJr»

JUDGEMENT REFUSED (JR) / CERTIFIED (CR)

JR/CR Date		Kind		Amount	
Date Entered					

JR/CR DATA

Name		Tax Year		Volume		Code	
		R.E.I.N					
		Court Order #					
Address		Date of Ct. Order					
		Original Equalized Valuation					
		Sustained Equalized Valuation					
		Excess Equalized Valuation					
Typed by:		Posted by:		RATE		TOTAL	

D.O.R. COPY

b. File Copy

COOK COUNTY, ILLINOIS – OFFICE OF COUNTY TREASURER «CrJr»

JUDGEMENT REFUSED (JR) / CERTIFIED (CR)

JR/CR Date		Kind		Amount	
Date Entered					

JR/CR DATA

Name		Tax Year		Volume		Code	
		R.E.I.N					
		Court Order #					
Address		Date of Ct. Order					
		Original Equalized Valuation					
		Sustained Equalized Valuation					
		Excess Equalized Valuation					
Typed by:		Posted by:		RATE		TOTAL	

FILE COPY

3. Supervisor Approval (See Above)

EXHIBIT 5

City of Chicago Contract (Contract No. 22988)

Contract Summary Sheet

Contract (PO) Number: 22988

Specification Number: 66760

Name of Contractor: VIVA USA, INC

City Department: DEPT OF INNOVATION & TECHNOLOGY

Title of Contract: NON TARGET MARKET IT SERVICES- CATEGORY 5: MANAGEMENT CONSULTING

Term of Contract: Start Date: 2/7/2012

End Date: 4/30/2017

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

Brief Description of Work: NON TARGET MARKET IT SERVICES- CATEGORY 5:
MANAGEMENT CONSULTING

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

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

Vendor Number: 1064895

Submission Date:

FEB 10 2012

Specification Number: 66760
Contract (PO) Number: 22988
Vendor Code Number: 1064895

PRE-QUALIFIED CONSULTANT POOL AGREEMENT

BETWEEN

**THE CITY OF CHICAGO
DEPARTMENT OF INNOVATION AND TECHNOLOGY**

VIVA USA, INC.



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

5) MANAGEMENT CONSULTING

**RICHARD M. DALEY
MAYOR**

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LIST OF EXHIBITS

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- EXHIBIT 2 INSURANCE REQUIREMENTS AND EVIDENCE OF INSURANCE**
- EXHIBIT 3 TASK ORDER CONTRACT SPECIAL CONDITIONS REGARDING
MINORITY BUSINESS ENTERPRISE COMMITMENT AND WOMEN'S
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- EXHIBIT 4 ONLINE ECONOMIC DISCLOSURE STATEMENT & AFFIDAVIT,
CERTIFICATE OF FILING**
- EXHIBIT 5 LIST OF KEY PERSONNEL**
- EXHIBIT 6 CONTRACTUAL REQUIREMENTS RELATED TO HIPAA**

AGREEMENT

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

BACKGROUND INFORMATION

The City requires technology consulting services in the area of: Management Consulting. The City advertised and issued a Request for Qualifications ("RFQ") from consultants qualified to perform the Services.

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

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

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

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

ARTICLE 1. INCORPORATION OF BACKGROUND INFORMATION

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

ARTICLE 2. DEFINITIONS

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

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

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

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

"Account Manager" means the Key Employee of the Consultant who is assigned to the City upon execution of this Agreement and who is the primary contact for the City for all Requests for Service.

“Agreement” means this Pre-Qualified Consultant Pool Agreement, including all exhibits attached to it and incorporated in it by reference, and all amendments, modifications or revisions made in accordance with its terms.

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

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

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

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

“City” means the City of Chicago.

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

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

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

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

“Consultant” means VIVA USA, INC.

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

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

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

“Documentation” shall mean all documentation, written materials, work papers, configurations,

manuals, and other work product prepared by or on behalf of the Consultant, its Sub Consultants or agents in connection with providing the Services.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

“Work Product” shall include all finished and unfinished originals or copies (when originals are

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

2.01 Incorporation of Exhibits

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

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

ARTICLE 3. DUTIES AND RESPONSIBILITIES OF CONSULTANT

3.01 Scope of Services

A. General

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

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

B. Task Order Requests

1. Task Order Requests.

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

preparation of Task Order Proposals are not compensable under the Pre-Qualified Consultant Pool Agreement and the City is not liable for any additional costs.

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

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

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

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

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

2. Proposals.

(a) The Consultant will respond to a Task Order Request by submitting a Proposal to the Commissioner and the Chief Information Officer which describes the Consultant's approach and plan for performing those Services and contains a time schedule for completion of Services, Deliverables to be provided and a schedule for delivery, a staffing schedule, and a Cost Proposal, all of which conform to the terms of the Task Order Request and the terms and conditions of this Agreement. Proposals will constitute irrevocable offers for a period of 60 calendar days after receipt by the City. Any and all costs associated with the preparation of Proposals will not be a reimbursable cost under this Agreement.

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

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

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

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

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

5. Notice to Proceed.

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

C. Deliverables

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

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

2. Partial Deliverables. Partial or incomplete Deliverables may be accepted for review only when required for a specific and well-defined purpose and when consented to in advance by the Commissioner. Such Deliverables may not be considered as satisfying the requirements of this Agreement. Partial or incomplete Deliverables will in no way relieve Consultant of its commitments hereunder. Deliverables shall not include any work product or intellectual property that existed prior to this Agreement or is created for the general use of Consultant with clients and is not specifically created for the City.

D. Meetings and Project Meetings

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

3.02 Standard of Performance

A. General

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

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

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

4. Efficiency. The Consultant agrees to furnish efficient business administration and

supervision to render and complete the Services at reasonable cost, if furnished on a time and material basis.

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

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

B. Cooperation

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

C. Failure to Comply

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

D. Related Services

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

3.03 Personnel

A. Adequate Staffing

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

B. Key Personnel

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

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

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

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

C. Conduct on City's Premises

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

D. Salaries and Wages

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

3.04 Minority and Women Business Enterprises

In the performance of this Agreement, including the procurement and lease of materials or equipment, Consultant must abide by the minority and women's business enterprise commitment requirements of the Municipal Code of Chicago ("**Municipal Code**"), §§ 2-92-420 *et seq.* (1990), except to the extent waived by the Chief Procurement Officer and the Special Conditions Regarding MBE/WBE Commitment for Task Order Contracts set forth in Exhibit 3.

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

Each Consultant will be required to submit an MBE/WBE Utilization Report, as included in Exhibit 3, and supporting documentation within ninety (90) days after award of Task Order and quarterly thereafter to the

City of Chicago, Office of Compliance, Supplier Diversity Program, 333 S. State Street, Suite 320, Chicago, Illinois 60602. The MBE/WBE Utilization Reports must reflect actual amounts paid to each MBE/WBE to date based on percentages of total contract value.

3.05 Ownership of Documents

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

3.06 Copyright Ownership

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

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

3.07 Records and Audits

A. Records

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

sustain by reason of Consultant's failure.

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

B. Audits

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

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

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

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

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

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

Services provided in the audited period, then Consultant must reimburse the City for the full cost of the audit and of each subsequent audit.

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

3.08 Subcontracts and Assignments

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

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

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

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

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

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

3.09 Confidentiality

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

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

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

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

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

3.10 City's Policies and Procedures

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

ARTICLE 4. RESULTS TOR ACCEPTANCE TESTING CRITERIA AND PROCEDURES

4.01 Development of Acceptance Test

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

4.02. Acceptance Procedures

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

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

ARTICLE 5. DURATION OF AGREEMENT

5.01 Term of Performance

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

5.02 Timeliness of Performance

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

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

ARTICLE 6. COMPENSATION

6.01 Basis of Payment

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

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

6.02 Budget for Services

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

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

6.03 Method of Payment

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

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

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

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

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

6.04 Funding

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

6.05 Non-Appropriation

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

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

6.06 Sub Consultant Payments

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

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

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

ARTICLE 7. COMPLIANCE WITH ALL LAWS

7.01 Compliance with All Laws Generally

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

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

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

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

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

7.02 Nondiscrimination

(1) Consultant

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

(a) Federal Requirements

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

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

(b) State Requirements

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

(c) City Requirements

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

(2) **Sub Consultants**

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

7.03 Office of Compliance

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

7.04 Inspector General

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

7.05 MacBride Ordinance

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

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

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

7.06 Business Relationships with Elected Officials

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

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

7.07 Chicago "Living Wage" Ordinance

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

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

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

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

(B) Consultant's obligation to pay, and to ensure payment of, the Base Wage will begin at any time during the term of this Agreement when the conditions set forth in (A)(1) and (A)(2) above are met, and will continue until the end of the term of this Agreement.

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

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

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

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

7.08 Environmental Warranties and Representations

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

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

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

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

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

7.09 Prohibition on Certain Contributions

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

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

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

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

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

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

For purposes of this provision:

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

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

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

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

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

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

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

7.10 Firms Owned or Operated by Individuals with Disabilities

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

7.11 Deemed Inclusion

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

7.12 False Statements

- (1) 1-21-010 False Statements

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

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

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

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

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

- (3) 1-21-030 Enforcement.

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

ARTICLE 8. SPECIAL CONDITIONS

8.01 Warranties and Representations

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

(A) warrants that Consultant is appropriately licensed under Illinois law to perform the Services required under this Agreement and will perform no Services for which a professional license is required by law and for which Consultant is not appropriately licensed;

(B) warrants it is financially solvent; it and each of its employees, agents and Sub Consultants of any tier are competent to perform the Services required under this Agreement; and Consultant is legally authorized to execute and perform or cause to be performed this Agreement under the terms and conditions stated in this Agreement;

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

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

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

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

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

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

1. Representations; Covenants

- a. Consultant represents to the City that:
- (i) it is a corporation duly incorporated, validly existing and in good standing under the laws of Illinois;
 - (ii) it has the requisite corporate power and authority to execute, deliver and perform its obligations under this Agreement and it is financially solvent;
 - (iii) the execution, delivery and performance of this Agreement have been duly authorized by the Consultant;
 - (iv) no approval, authorization, or consent of any governmental or regulatory authority is required to be obtained or made by Consultant in order for it to enter into and perform its obligations under this Agreement;
 - (v) it has obtained all applicable permits, rights, and licenses required in connection with Consultant performing its obligations hereunder;
 - (vi) it and each of its employees, agents, Sub Consultants of any tier are skilled and experienced in the activity to be performed by such person and competent to perform the Services required under this Agreement;
 - (vii) its Proposal, including but not limited to its statements and representations that it holds itself to very high standards of quality and professionalism, was accurate at the time it was made and no material changes in it have been made nor will be made without notice to and the express written consent of the City;

- (viii) it is not in default at the time of the execution of this Agreement and has not been deemed by the CPO with five years immediately preceding the date of this Agreement to be in default on any contract awarded by the City;
- (ix) it is not deemed to be ineligible and will not knowingly use the services of any consultant or consultant deemed to be ineligible for contracts by any federal, state, or local governmental agency for any purpose in the performance of its Services under this Agreement;
- (x) it and, to the best of its knowledge, its Sub Consultants are not in violation of the provisions of § 2-92-320 of the Municipal Code, and in connection with it, and additionally in connection with the Illinois Criminal Code, 720 ILCS 5/33E as amended, and the Illinois Municipal Code, 65 ILCS 5/11-42.1-1;
- (xi) acknowledges that any certification, affidavit or acknowledgment made under oath in connection with this Agreement is made under penalty of perjury and, if false, is also cause for termination under Sections 11.01 and 11.02 of this Agreement; and
- (xii) neither Consultant nor an Affiliate of Consultant (as defined below) appears on the Specially Designated Nationals List, the Denied Persons List, the unverified List, the Entity List, or the Debarred List as maintained by the Office of Foreign Assets Control of the U.S. Department of the Treasury or by the Bureau of Industry and Security of the U.S. Department of Commerce (or their successors), or on any other list of persons or entities with which the City may not do business under any applicable law, rule, regulation, order or judgment. "Affiliate of Consultant" means a person or entity that directly (or indirectly through one or more intermediaries) controls, is controlled by or is under common control with Consultant. A person or entity will be deemed to be controlled by another person or entity if it is controlled in any manner whatsoever that results in control in fact by that other person or entity (either acting individually or acting jointly or in concert with others) whether directly or indirectly and whether through share ownership, a trust, a contract or otherwise.

b. Consultant covenants to the City that:

- (i) it will comply with all applicable federal, state, and local laws and regulations;
- (ii) it will obtain all applicable permits, rights and licenses required in connection with the Consultant performing its obligations hereunder;
- (iii) the Services and any software used by the Consultant in providing the Services and the Deliverables will not infringe upon the trademark, copyright, trade secrets or other proprietary rights of any third party; and

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

2. Warranty

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

- i. The Deliverables when submitted to the City for Acceptance and for the duration of the Warranty Period will conform to the Acceptance Criteria, the specifications, Task Order Request and Documentation and will be free of errors or defects in design, material and workmanship.
- ii. The media furnished by the Consultant on which any of the Deliverables are furnished shall be free of defects in materials and workmanship under normal use for a period of 90 days from Acceptance. Contractor must, at its expense, replace any defective media within 10 days after the City notifies Consultant.

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

- i. The Services provided hereunder shall be performed in a professional and workmanlike manner, in accordance with applicable professional standards.
- ii. The Deliverables provided under any Task Order will conform in all respects to the Task Order Request and Documentation and shall be free of errors or defects in design, material and workmanship.
- iii. The media furnished by the Consultant on which any of the Deliverables are furnished shall be free from defects in materials and workmanship under normal use for a period of 90 days from Acceptance. Consultant must, at its expense, replace any defective media within 10 days after the City notifies Consultant.

4. The Consultant represents and warrants that all Deliverables:

- (i) correctly and accurately processes date/time data (including, but not limited to, calculating, comparing, and sequencing) from, into, and between the twentieth and twenty-first centuries and leap year calculations;
- (ii) respond to two digit date input in a way that resolves the ambiguity as to century in a disclosed, defined and pre-determined manner; and

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

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

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

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

6. No Other Rights Limited

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

8.02 Ethics

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

- (a) no officer, agent or employee of the City is employed by Consultant or has a financial interest directly or indirectly in this Agreement or the compensation to be paid under this Agreement except as may be permitted in writing by the Board of Ethics established under Chapter 2-156 of the Municipal Code .

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

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

8.03 Joint and Several Liability

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

8.04 Business Documents

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

8.05 Conflicts of Interest

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

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

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

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

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

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

8.06 Non-liability of Public Officials

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

8.07 EDS / Certification Regarding Suspension and Debarment

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

8.08 Payment Card Industry Data Security Standard

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

For further details regarding this standard go to:

https://www.pcisecuritystandards.org/security_standards/pci_dss.shtml

8.09 Information Technology Accessibility Standards

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

Further details regarding these standards are currently available at:

<http://www.dhs.state.il.us/page.aspx?item=32765>

ARTICLE 9. RISK MANAGEMENT

9.01 Consultant's Insurance

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

9.02 Indemnification

A. General Indemnification

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

- (a) injury, death or damage of or to any person or property;
- (b) Consultant's failure to perform or cause to be performed Consultant's promises and obligations as and when required under this Agreement, including Consultant's failure to perform its obligations to any Sub Consultant;
- (c) the City's exercise of its rights and remedies under Section 11.02 of this Agreement;
- (d) injuries to or death of any employee of Consultant or any Sub Consultant under any workers compensation statute; and
- (e) infringement or alleged infringement by any part of the Consultant's Deliverables of any patent or copyright or other proprietary rights.

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

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

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

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

B. Proprietary Rights Indemnification

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

ARTICLE 10. DISPUTES

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

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

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

11.01 Events of Default

A. Defined

The following constitute events of default:

1. Any material misrepresentation, whether negligent or willful and whether in the inducement or in the performance, made by Consultant to the City.
2. The Consultant's material failure to perform any of its obligations under the Agreement including, but not limited to, the following:
 - a. Inability to perform the Services satisfactorily as a result of insolvency, filing for bankruptcy or assignment for the benefit of creditors;
 - b. Failure to comply with a material term of this Agreement, including but not limited to the provisions concerning insurance and nondiscrimination;
 - c. Failure to have and maintain all professional licenses required by law to perform the Services;
 - d. Failure to timely perform the Services;

- e. Failure to promptly re-perform, as required, within a reasonable time and at no cost to the City, Services that are rejected as erroneous or unsatisfactory;
 - f. Discontinuance of the Services for reasons within Consultant's reasonable control;
 - g. Failure to promptly update EDS(s) furnished in connection with this Agreement when the information or responses contained in it or them is no longer complete or accurate; and
 - h. Any other acts specifically and expressly stated in this Agreement as constituting an event of default.
3. For Services or Deliverables provided in response to an Advice TOR:
- a. Failure to perform the Services with sufficient personnel and equipment or with sufficient material to ensure the satisfactory performance of the Services;
 - b. Failure to perform the Services in accordance with the standard of performance required by this Agreement or to the level specified in the Task Order then in effect;
 - c. Failure to promptly perform again Services which were rejected as erroneous or unsatisfactory;
 - d. Discontinuance of Services for reasons within Consultant's reasonable control;
4. For Deliverables provided in response to a Results TOR:
- a. Failure to meet the functional specifications and/or Acceptance Criteria for any one or more Deliverables within the time frame specified in the Task Order;
 - b. Failure to meet or comply with the warranty provisions contained herein.
 - c. Failure to promptly perform again Services which were rejected as erroneous or unsatisfactory;
 - d. Failure to perform the Services with sufficient personnel and equipment or with sufficient material to ensure the satisfactory performance of the Services;
5. Any change in ownership or control of the Consultant without the prior approval of the CPO (when such prior approval is permissible by law), which will not be unreasonably withheld.
6. The Consultant's default under any other agreement it may presently have or may enter into with the City during the life of this Agreement. The Consultant acknowledges and agrees that in the event of a default under this Agreement the City may also declare a default under any such other agreements.

7. Consultant's violation of City ordinance(s) unrelated to performance under the Agreement such that, in the opinion of the CPO, it indicates a willful or reckless disregard for City laws and regulations.
8. Consultant's failure to update its EDS to reflect any changes in information, including changes in ownership, and to provide it to the City as provided under Section 7.01.

B. Declaration of Default

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

The CPO will give Consultant written notice of the default, either in the form of a cure notice ("**Cure Notice**"), or, if no opportunity to cure will be granted, a default notice ("**Default Notice**"). If the CPO gives a Default Notice, he will also indicate any present intent he may have to terminate this Agreement, and the decision to terminate is final and effective upon giving the notice. If the CPO decides not to terminate, this decision will not preclude him from later deciding to terminate the Agreement in a later notice, which will be final and effective upon the giving of the notice or on the date set forth in the notice, whichever is later. The CPO may give a Default Notice if Consultant fails to effect a cure within the cure period given in a Cure Notice. When a Default Notice with intent to terminate is given as provided in this Section 11.01 and Article 13, Consultant must discontinue any Services, unless otherwise directed in the notice, and deliver all materials accumulated in the performance of this Agreement, whether completed or in the process, to the City.

11.02 Remedies

A. General

1. If the Consultant has failed to cure a default within the period granted by the CPO, or the CPO has declared an event of default, the City may invoke any or all of the following remedies:
 - a. The right to take over and complete the Services, or any part of them, at Consultant's expense and as agent for Consultant, either directly or through others, and bill Consultant for the cost of the Services, and Consultant must pay the difference between the total amount of this bill and the amount the City would have paid Consultant under the terms and conditions of this Agreement for the Services that were assumed by the City as agent for Consultant under this Section 11.02.
 - b. The right to terminate this Agreement as to any or all of the Services yet to be performed effective at a time specified by the City.
 - c. The right to seek specific performance, an injunction or any other appropriate equitable remedy.

- d. The right to seek money damages.
 - e. The right to withhold all or any part of the Consultant's compensation.
 - f. The right to declare the Consultant non-responsible in future contracts with the City.
 - g. The right to declare the Consultant in default under existing City contracts.
2. In addition, upon the giving of notice of a declaration of default under an Advice TOR as provided herein, the City may invoke any or all of the following remedies:
- a. The right to take over and complete the Services or any part thereof as agent for and at the cost of the Consultant, either directly or through others.
 - b. The right to require the Consultant to discontinue any Services and deliver all materials accumulated in the performance of this Agreement, whether completed or in the process, to the City.
3. In addition, upon the giving of notice of a declaration of default under a Results TOR as provided herein, the City may:
- a. Obtain the Results by contracting to purchase results in substitution for those to be obtained under the Results TOR and recovering from the Consultant as damages the difference between the cost of cover and the Budget, together with any incidental or consequential damages.
 - b. Receive the difference between the value of the Results actually furnished and the value of the Results if they had been as warranted.
 - c. Recover its incidental damages resulting from the Contractor's breach including those expenses reasonably incurred in inspection and receipt of goods rightfully rejected, and in connection with effecting cover and any other reasonable expense incident to the delay or other breach.

B. City's Reservation of Rights

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

C. Remedies Nonexclusive

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

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

11.03 Early Termination

(a) In addition to termination under Sections 11.01 and 11.02 of this Agreement, the City may terminate this Agreement, or all or any portion of the Services to be performed under it, at any time by a notice in writing from the City to Consultant. The City will give notice to Consultant in accordance with the provisions of Article 13. The effective date of termination will be the date the notice is received by Consultant or the date stated in the notice, whichever is later. If the City elects to terminate this Agreement in full, all Services to be provided under it must cease and all materials that may have been accumulated in performing this Agreement, whether completed or in the process, must be delivered to the City effective 10 days after the date the notice is considered received as provided under Article 13 of this Agreement (if no date is given) or upon the effective date stated in the notice.

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

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

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

11.04 Suspension

The City may at any time request that Consultant suspend its Services, or any part of them, by giving 15 days prior written notice to Consultant or upon informal oral, or even no notice, in the event of emergency. No costs incurred after the effective date of such suspension are allowed. Consultant must promptly resume its performance of the Services under the same terms and conditions as stated in this Agreement upon written notice by the CPO and such equitable extension of time as may be mutually agreed upon by the CPO and Consultant when necessary for continuation or completion of Services. Any additional costs or expenses actually incurred by Consultant as a result of recommencing the Services must be treated in accordance with the compensation provisions under Article 6 of this Agreement.

No suspension of this Agreement is permitted in the aggregate to exceed a period of 45 days within any one year of this Agreement. If the total number of days of suspension exceeds 45 days,

Consultant by written notice to the City may treat the suspension as an early termination of this Agreement under Section 11.03.

11.05 Right to Offset

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

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

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

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

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

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

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

ARTICLE 12. GENERAL CONDITIONS

12.01 Entire Agreement

A. General

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

B. No Collateral Inducements

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

C. No Omissions

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

12.02 Counterparts

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

12.03 Amendments

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

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

12.04 Governing Law and Jurisdiction

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

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

12.05 Severability

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

12.06 Interpretation

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

12.07 Contract Documents

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

12.08 Assigns

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

12.09 Cooperation

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

12.10 Waiver

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

Whenever under this Agreement the City by a proper authority waives Consultant's performance in any respect or waives a requirement or condition to either the City's or Consultant's performance, the waiver so granted, whether express or implied, only applies to the particular instance and is not a waiver forever or for subsequent instances of the performance, requirement or condition. No such waiver is a modification of this Agreement regardless of the number of times the City may have waived the performance, requirement or condition. Such waivers must be provided to Consultant in writing.

12.11 Independent Consultant

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

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

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

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

(c) Shakman Accord

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

(ii) Consultant is aware that City policy prohibits City employees from directing any individual to apply for a position with Consultant, either as an employee or as a subcontractor, and from directing Contractor to hire an individual as an employee or as a subcontractor. Accordingly, Consultant must follow its own hiring and contracting procedures, without being influenced by City employees. Any and all personnel provided by Consultant under this Agreement are employees or subcontractors of Consultant, not employees of the City of Chicago. This Agreement is not intended to and does not constitute, create, give rise to, or otherwise recognize an employer-employee relationship of any kind between the City and any personnel provided by

Consultant.

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

(iv) In the event of any communication to Consultant by a City employee or City official in violation of Section 12.11 (c) (ii) above, or advocating a violation of Section 12.11 (c) (iii) above, Consultant will, as soon as is reasonably practicable, report such communication to the Hiring Oversight Section of the City's Office of the Inspector General, and also to the head of the relevant City Department utilizing services provided under this Agreement.

12.12 Electronic Ordering and Invoicing

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

12.13 Participation by Other Local Government Agencies

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

14.01 City Authority

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

14.02 Consultant's Authority

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

[Signature Pages, Exhibits and Schedules follow.]

SIGNATURE PAGE

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

CITY OF CHICAGO

By: Rahon Emmanuel, RP 2/3/12
Mayor
[Signature]
Comptroller
[Signature]
Chief Procurement Officer
[Signature] JAN 27 2012

VIVA USA, INC.

By: [Signature]
President (or Authorized Officer)
Title: VICE PRESIDENT
Attested by: [Signature]
Corporate Secretary

Subscribed and sworn to before me this 25th day of April, 2011
by ILANGO RADHAKRISHNAN, ^{VICE} President and TREASURER,
Corporate Secretary of VIVA USA INC.



[Signature]
Notary Public Signature
My Commission Expires: 02/09/2014



VIVA USA INC.

IT MANAGEMENT AND CONSULTING SERVICES
ISO 9001:2000 CERTIFIED COMPANY

Charlita Fain
City of Chicago
Department of Procurement Services
121 N. LaSalle St, Rm #403
Chicago, IL 60602

December 13, 2011

Hello Charlita,

This is to confirm that Mr. Ilango Radhakrishnan, Vice President, VIVA USA INC has the authority to bind VIVA USA INC into contract with the City of Chicago.

Please do not hesitate to contact me if you need more information.

Thank you,
VIVA USA INC

Vasanthi Ilangovan
President

EXHIBIT 1

SCOPE OF SERVICES & COMPENSATION SCHEDULE

VIVA USA, INC. SCOPE OF SERVICES

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

Category 5: Management Consulting: Projects under this category would involve management consulting to analyze and make recommendations for business process improvements, develop functional requirements for new applications, provide management training, and projects of a similar nature.

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

The **IT Management Consulting** scope includes tasks that may or may not be included in the following list:

1. General IT research and recommendations addressing one or more of the following:
 - 1.1. Architectures
 - 1.2. Methodologies
 - 1.3. Technology
 - 1.4. Technology outsourcing

2. Development of functional requirements for a business application, including the following activities:
 - 2.1. Conducting staff and customer interviews
 - 2.2. Documentation of all required data sources and desired interfaces to and from the application
 - 2.3. Development of use cases and process diagrams
 - 2.4. Documentation of any existing applications and manual processes that would be affected
 - 2.5. Review of existing software packages for comparison to potential needs and for additional input as to functionality
 - 2.6. Specifications for user access, inquiry and entry needs
 - 2.7. Specifications for special technology, such as handheld devices

3. Business Process Analysis and Re-Engineering, to include the following activities:
 - 3.1. Conducting staff and customer interviews
 - 3.2. Documenting current work processes for validation
 - 3.3. Determining current cost of providing services and assessing customer services to calculate cost/benefit and ROI analysis
 - 3.4. Conducting a comparison of the City's processes to reasonable benchmarks and best practices of other organizations, in both the public and private sectors. This may include surveys, questionnaires of other organizations, research, and data analysis.
 - 3.5. Identifying gaps in the performance of critical processes and understanding which practices can be applied to improve performance. This may include performing detailed analysis of the way the City does business as compared to ideas and actual practices in other governments and organizations, and determining what may work best for the City.
 - 3.6. Developing recommendations for improved processes, suggested activities to implement those recommendations and desired outcomes
 - 3.7. Assistance in implementation of new business process and technology initiatives

4. Organizational assessment and/or organizational change management, including outsourcing and consolidation on business units.

5. Application portfolio analysis for business continuity or other functions.
6. Strategic business planning, including the following activities:
 - 6.1. Business modeling
 - 6.2. Operational assessment
 - 6.3. Critical success factors
7. Preparation of requests for information, qualifications or Proposals to determine and evaluate technical solutions.

□

**COMPENSATION SCHEDULE
TIME AND MATERIAL ONLY**

CATEGORY 5: MANAGEMENT CONSULTING

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

COMPANY NAME: VIVA USA INC.

Key Personnel Title	Maximum Fully Loaded Hourly Rate*2011	Maximum Fully Loaded Hourly Rate*2012	Maximum Fully Loaded Hourly Rate*2013	Maximum Fully Loaded Hourly Rate*2014	Maximum Fully Loaded Hourly Rate*2015	Maximum Fully Loaded Hourly Rate*2016	Maximum Fully Loaded Hourly Rate*2017
Program Manager	140.00	144.20	151.41	158.98	166.93	175.28	184.04
IT Architect	165.00	173.25	181.91	191.01	200.56	210.59	221.12
Business Process Analyst	100.00	105.00	110.25	115.76	121.55	127.63	134.01
Change Management Consultant	125.00	131.25	137.81	144.70	151.94	159.54	167.51
Business Analyst	90.00	94.50	99.23	104.19	109.40	114.87	120.61

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

*VIVA USA Inc.
Specification# 66760
Contract PO#22988*

EXHIBIT 2

INSURANCE REQUIREMENTS AND EVIDENCE OF INSURANCE

VIVA USA, Inc.
Specification# 66760
Contract PO #22988

PROFESSIONAL SERVICES INSURANCE REQUIREMENTS
IT Professional Consulting Services

Category 5 – MANAGEMENT CONSULTING

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

A. INSURANCE TO BE PROVIDED

1) Workers Compensation and Employers Liability

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

2) Commercial General Liability (Primary and Umbrella)

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

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

3) Automobile Liability (Primary and Umbrella)

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

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

4) Error & Omissions/Professional Liability

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

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

5) Valuable Papers

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

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

6) Property/Installation Floater

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

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

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

B. ADDITIONAL REQUIREMENTS

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

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

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

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

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

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

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

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

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

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

acquisition and cost.

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





CERTIFICATE OF LIABILITY INSURANCE

VIVAU-1

OP ID: LG

DATE (MM/DD/YYYY)

09/13/11

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

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

PRODUCER RPS ISG International 204 Cedar Street Cambridge, MD 21613 Comber McHugh	410-228-8464	CONTACT NAME: Nita Goodwin	
	410-228-7645	PHONE (A/C, No, Ext): 410-901-0757	FAX (A/C, No):
		E-MAIL ADDRESS: nita_goodwin@rpsins.com	
INSURER(S) AFFORDING COVERAGE			NAIC #
INSURER A : OneBeacon America Ins. Co.			20621
INSURER B : Great American of New York			22136
INSURER C : Philadelphia Indemnity Company			18058
INSURER D :			
INSURER E :			
INSURER F :			

INSURED
Viva USA, Inc.
3601 Algonquin Rd. Ste. 425
Rolling Meadows, IL 60008

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	X		711010857	09/14/11	09/14/12	EACH OCCURRENCE \$ 1,000,000
	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000						
							MED EXP (Any one person) \$ 10,000
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMPIOP AGG \$ 2,000,000
							\$
A	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS	X		711010857	09/14/11	09/14/12	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	SCHEDULED AUTOS NON-OWNED AUTOS <input checked="" type="checkbox"/>						BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
A	UMBRELLA LIAB EXCESS LIAB	X		711010857	09/14/11	09/14/12	EACH OCCURRENCE \$ 8,000,000
	CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ Zero						AGGREGATE \$ 8,000,000
							\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WC5925580	09/14/11	09/14/12	<input checked="" type="checkbox"/> WC STATUTORY LIMITS OTH-ER
							E.L. EACH ACCIDENT \$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Errors & Omissions			PHSD659095	09/14/11	09/14/12	E&O 5,000,000

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

The City of Chicago is an additional insured as respects operations & activities of, or on behalf of the named insured, performed under contract with or permit from the City of Chicago subject to policy wording.
(continued)

CERTIFICATE HOLDER**CANCELLATION**

CITYOF2 City of Chicago Dept of Procurement Svcs 121 N. LaSalle, Suite 403 Chicago, IL 60602	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

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NOTEPAD:

HOLDER CODE **Cl. .OF2**
INSURED'S NAME **Viva USA, Inc.**

VIVAU-1
OP ID: LG

PAGE 2
DATE 04/15/11

Workers Comp & property coverage includes a waiver of subrogation. The general liability, auto liability & excess/umbrella policies include severability of interest.



VIVA USA INC.

IT MANAGEMENT AND CONSULTING SERVICES
ISO 9001:2000 CERTIFIED COMPANY

MAY 18 2011

Judy Thurst

MINORITY AND WOMEN BUSINESS ENTERPRISE COMMITMENT LETTER

May 18, 2011

Ms. Jamie L. Rhee
City of Chicago - Department of Procurement Services
121 North LaSalle Street
Room #403
Chicago, Illinois 60602

**RE: SPECIFICATION NO 66760 - INFORMATION TECHNOLOGY & RELATED SERVICES
MINORITY BUSINESS ENTERPRISE COMMITMENT AND WOMEN BUSINESS ENTERPRISE
COMMITMENT**

Dear Ms. Rhee:

As required by MCA for Specification No. 66760, Contract No. 22988, VIVA USA INC., agrees to adhere to the City's goals regarding MIWBE participation.

Specifically, in relation to any contract we are awarded for Information Technology and Related Services and subsequently any approved Task Order Requests we receive, VIVA USA INC. will commit to achieving a minimum, 25% MBE and 5% WBE compliance based on the total dollar value of all Task Orders awarded under our Master Consulting Agreement. Further, VIVA USA INC understands that the City retains the ability to revise standard M/WBE goals based on individual project descriptions and will identify any increased goals in the Task Order Request form during initial solicitation.

Upon receipt of any Task Order Request, VIVA USA INC. will provide the necessary C-3 and D-3 to complete the required Task Order Request response documentation and be considered for Task Order Award.

Sincerely;

Ilango Radhakrishnan
Vice President
VIVA USA INC.

EXHIBIT 3

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

I. Policy and Terms

- A. It is the policy of the City of Chicago that businesses certified as Minority Business Enterprises (MBE) and Women Business Enterprises (WBE) in accordance with Section 2-92-420 *et seq.* of the Municipal Code of Chicago and Regulations Governing Certification of Minority and Women-owned Businesses, and all other Regulations promulgated under the aforementioned sections of the Municipal Code shall have the maximum opportunity to participate fully in the performance of this agreement. Therefore, the Contractor shall not discriminate against any person or business on the basis of race, color, national origin or sex, and shall take affirmative action to ensure that women and minority businesses shall have the maximum opportunity to compete for and perform subcontracts for supplies or services.
- B. Failure to carry out the commitments and policies set forth herein shall constitute a material breach of the contract and may result in the termination of the contract or such remedy as the City of Chicago deems appropriate.
- C. Accordingly, the Contractor commits to expend at least the following percentages of the total contract price (inclusive of any and all modifications and amendments), if awarded, for contract participation by MBEs and WBEs:

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

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

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

- E. As noted above, the Contractor may meet all or part of this commitment by contracting with MBEs or WBEs for the provision of goods or services not directly related to the performance of this contract. However, in determining the manner of MBE/WBE participation, the Contractor shall first consider involvement of MBEs/WBEs as joint venture partners, Subcontractor(s)/Subconsultant(s), and suppliers of goods and services directly related to the performance of this contract. In appropriate cases, the Chief Procurement Officer will require the Contractor to demonstrate the specific efforts undertaken to involve MBEs and WBEs in direct participation in the performance of this contract.
- F. The Contractor also may with prior approval of the Chief Procurement Officer or designee, meet all, or part, of this commitment through credits received pursuant to Section 2-92-530 of the Municipal Code of Chicago for the voluntary use of MBEs or WBEs in private sector projects.

II. Definitions

- A. **"Minority Business Enterprise" or "MBE"** means a firm awarded certification as a minority owned and controlled business in accordance with City Ordinances and Regulations.
- B. **"Women Business Enterprise" or "WBE"** means a firm awarded certification as women owned and controlled business in accordance with City Ordinances and Regulations.
- C. **"Directory"** means the Directory of Certified "Disadvantaged Business Enterprises," "Minority Business Enterprises" and "Women Business Enterprises" maintained and published by the Executive Director. The Directory identifies firms that have been certified as MBEs and WBEs, and includes both the date of their last certification and the area of specialty in which they have been certified. Contractors are responsible for verifying the current certification status of all proposed MBE and WBE firms.
- D. **"Area of Specialty"** means the description of an MBE or WBE firm's business which has been determined by the Chief Procurement Officer to be most reflective of the MBE or WBE firm's claimed specialty or expertise. Each MBE/WBE letter of certification contains a description of the firm's Area of Specialty. This information is also contained in the Directory. Credit toward this contract's MBE and WBE participation goals shall be limited to the participation of firms performing within their Area of Specialty.

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

- E. **"Joint Venture"** means an association of two or more businesses to carry out a single business enterprise for profit, and for which purpose they combine their expertise, property, capital, efforts, skill and knowledge. Contractors may develop joint venture agreements as an instrument to provide participation by certified MBEs and WBEs in the contract's work or services.
- F. **"Executive Director"** means the executive director of the Office of Compliance or his or her designee.
- G. **"Respondent"** means any individual or firm responding to a Request for Information (RFI), Request for Proposal (RFP), or Request for Qualification (RFQ).
- H. **"Task Order Request"** is a solicitation document issued by a user department for a specific task or tasks pertaining the scope of services required by the user department during the term or the agreement. The Consultants will respond to the department's request by submitting a complete Task Order proposal for the department's review and approval.
- I. **"Task Order Proposer"** means an approved pre-qualified consultant who has been awarded a consulting agreement in response to a Request for Proposal (RFP/Request for Qualifications (RFQ) and who is responding to the Task Order Request.
- J. **"Task Order Proposal"** means a complete package that consists of scope of services, a list of deliverables, staffing schedule, completing schedule, proposed sub-consultants including MBE/WBE sub-consultants and a detailed budget outlining billing rates and estimated number of hours of each discipline.

III. Joint Ventures

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

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

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

IV. Counting MBE/WBE Participation toward the Contract Goals

- A. The inclusion of any MBE or WBE in the Contractor's MBE/WBE Utilization Plan shall not conclusively establish the Contractor's right to full MBE/WBE credit for that firm's participation in the contract. Once an MBE or WBE is determined to be eligible in accordance with these rules, the total dollar value of the work awarded to the MBE or WBE may be counted toward the MBE or WBE goal except as indicated below:
- B. The Chief Procurement Officer reserves the right to deny or limit MBE/WBE credit to the Contractor where any MBE or WBE is found to be engaged in substantial subcontracting or pass-through activities with others. A Contractor may count toward its MBE and WBE goals only expenditures to firms that perform a commercially useful function. A firm is considered to perform a commercially useful function when it is responsible for the performance of a clearly defined and distinct element of work and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To determine whether a firm is performing a commercially useful function, the Chief Procurement Officer shall evaluate the amount of work subcontracted, industry practices, and other relevant factors. The amount of MBE/WBE participation credit shall be based upon an analysis by the Chief Procurement Officer of the specific duties that will be performed by the MBE or WBE. Each MBE/WBE shall be expected to actually perform a substantial (i.e., more than eighty-five percent (85%)) of the work contemplated for it by any subcontract or agreement through the use of its own employees and equipment.

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

- C. MBEs and WBEs who have been certified as "brokers" shall no longer be considered eligible to participate for any consideration of MBE or WBE credit on contracts awarded by the City in 1993 and thereafter, until further notice.
- D. A Joint Venture may count toward its MBE or WBE goal the dollar value of the actual work performed by the MBE and/or WBE joint venture partner with its own resources.

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

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

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

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

2. The Task Order Proposer's written request for reduction or waiver from the commitment must be in the form of a signed petition for grant of relief from the MBE/WBE percentages submitted on the Task Order Proposer letterhead, and must demonstrate that all required efforts as set forth in this document were taken to secure the services of certified Minority and Women Business Enterprises to meet the commitments. The Chief Procurement Officer or her designee shall determine whether the request for the reduction or waiver will be granted.
3. **Task Order Proposer will be considered responsive to the terms and conditions of these Regulations if a written request and all supporting documentation that adequately addresses the conditions for a reduction or waiver of MBE/WBE goals is submitted with each Task Order Proposal.** Failure to submit documentation sufficient to support the waiver request will cause the Task Order Proposal to be found non-responsive by the Chief Procurement Officer, and the Task Order Proposal will be rejected. In such cases the remedies to be taken by the Chief Procurement Officer, in her sole discretion, may include, but are not limited to, negotiating with the next Task Order Proposer or re-soliciting the Task Order Request. All Task Order Proposers are required to submit all required documents with each Task Order Proposal in order to expedite the approval process and issue a notice to proceed.

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

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

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

- a. A detailed statement of efforts to identify and select portions of services identified in the Task Order Proposal for subcontracting to certified MBE/WBE firms;
- b. A listing of all MBE/WBE firms contacted by the Task Order Proposer that includes:
 - (1) Names, address and telephone numbers of MBE/WBE firms solicited;
 - (2) Date and time of contact;
 - (3) Method of contact (written or facsimile). A copy of the certified written correspondence and/or a confirmed facsimile transmittal receipt must be attached.
- c. Copies of certified letters or any other evidence of mailing that substantiates outreach to MBE/WBE vendors that must include:
 - (1) Project identification and location;
 - (2) Classification/commodity of services or work items for which quotations were sought;
 - (3) Date, item and location for acceptance of subcontractor/subconsultant bid proposals;

- (4) Detailed statement which summarizes direct negotiations with appropriate MBE/WBE firms for specific portion of the services or work and indicates why negotiations were unsuccessful;
- (5) Affirmation that good faith efforts have been demonstrated by choosing subcontracting opportunities likely to achieve MBE/WBE goals by not imposing any limiting conditions which were not mandatory for all subcontractor(s)/ subconsultant(s); or denying the benefits ordinarily conferred on MBE/WBE subcontractors for the type of services or work that was solicited.

OR

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

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

- (1) A listing of all potential subcontractor(s)/subconsultant(s) contacted for a quotation on that scope of services or work item;
- (2) Prices quoted for the subcontract in question by all such potential subcontractor(s)/subconsultant(s) for that scope of services or work item.

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

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

B. Assist Agency Participation

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

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

C. Impracticability

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

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

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

VI. Procedure to Determine MBE/WBE Compliance

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

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

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

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

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

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

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

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

D. Letters of Certification.

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

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

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

VII. Reporting Requirements during the Term of the Contract

- A. After each Task Order has been completed, the Task Order Proposer must submit a MBE/WBE Utilization Report for that specific Task Order project.
- B. "MBE/WBE Utilization Reports" are to be submitted directly to: Office of Compliance, ATTN: Supplier Diversity Program, 333 State Street, Suite 320, Chicago, IL 60604
- C. The Executive Director shall be entitled to examine, on five (5) business days prior notice, the Contractor's books and records including without limitation payroll records, tax returns and records, and books of account, to determine whether the Contractor is in compliance with its commitment to MBE/WBE participation and the status of any MBE or WBE performing any portion of the contract. Such rights are in addition to any other audit inspection rights contained in the contract.

VIII. MBE/WBE Substitutions

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

The Task Order Proposer must notify the Chief Procurement Officer immediately in writing of the necessity to reduce or terminate an MBE/WBE subcontract and to utilize a substitute firm for some phase of services.

The Task Order Proposer's notification should include the reason for the substitution request, as well as, the name, address and principal official of the substitute MBE/WBE and the dollar value and scope of work of the subcontract. Attached should be all the requisite MBE/WBE affidavits and documents, as enumerated above in Section VI above, "Procedure to Determine Bid Compliance."

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

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

IX. Non-Compliance and Damages

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

- (1) Failure to satisfy the MBE/WBE percentages required by the Contract; and
- (2) The Contractor, Subcontractor or Subconsultant is disqualified as an MBE or WBE, when such status was a factor in Contract award, and was misrepresented by the Task Order Proposer.

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

X. Arbitration

- A. In the event that a Contractor has not complied with the committed MBE/WBE percentages, underutilization of MBEs/WBEs shall entitle the affected MBE/WBE to recover from the Contractor damages suffered by such MBE/WB Entity as a result of being underutilized; provided, however, that this provision shall not apply to the extent such underutilization occurs pursuant to a waiver or substitution approved by the City. The Ordinance and contracts subject thereto provide that any disputes between the Contractor and such affected MBEs/WBEs regarding damages shall be resolved by binding arbitration before an independent arbitrator other than the City, with reasonable expenses, including attorneys fees, being recoverable by a prevailing MBE/WBE in accordance with these regulations. This provision is intended for the benefit of any MBE/WBE affected by underutilization and grants such MBE/WBE entity specific third party beneficiary rights. Any rights conferred by this regulation are non-waivable and take precedence over any agreement to the contrary, including but not limited to those contained in a subcontract, suborder, or communicated orally between a Contractor and an MBE/WBE.
- B. An MBE/WBE desiring to arbitrate shall contact the Contractor in writing to initiate the arbitative process. Except as otherwise agreed to in writing by the affected parties subject to the limitation contained in the last sentence of the previous paragraph, Section X. A. above, within ten (10) days of the Contractor receiving notification of the intent to arbitrate from the MBE/WBE the above-described disputes shall be arbitrated in accordance with the Commercial Arbitration Rules of the American Arbitration Association ("AAA"), a not-for-profit agency, with an office at 225 North Michigan Avenue, Suite 2527, Chicago, Illinois 60601-7601 [Phone: (312) 616-6560; Fax: (312) 819-0404]. All such arbitrations shall be initiated by the MBE/WBE filing a demand for arbitration with the AAA; shall be conducted by the AAA; and held in Chicago, Illinois.
- C. All fees of the arbitrator are the initial responsibility of the MBE/WBE; provided, however, that the arbitrator is authorized to award reasonable expenses, including attorneys and arbitrator fees, as damages to a prevailing MBE/WBE.
- D. The MBE/WBE must send the City a copy of the "Demand for Arbitration" within ten (10) days after it is filed with the AAA. The MBE/WBE also must send the City a copy of the decision of the arbitrator within ten (10) days of receiving such decision. Judgment upon the award rendered by the arbitrator may be entered in any court of competent jurisdiction.

XI. Penalty for Failure to Meet MBE/WBE Commitments

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

XII. Record Keeping

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

XIII. Information Sources

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

**U.S. Small Business Administration
Program**

500 W. Madison Street, Suite 1250
Chicago, Illinois 60661

General Information
(312) 353-4528

**S.B.A. - Bond Guarantee
Surety Bonds**

500 West Madison, Suite
1250

Chicago, Illinois 60661
Attention: Carole Harris
(312) 353-4003

S.B.A. - Procurement Assistance

500 West Madison, Suite 1250
Chicago, Illinois 60661

Attention: Robert P. Murphy, Area Regional Administrator
(312) 353-7381

Project Information and General MBE/WBE Information:

City of Chicago

Department of Procurement Services

Contract Administration Division

City Hall - Room 403

Chicago, Illinois 60602

Attention: Monica Jimenez

(312) 744-0845

Directory of Certified Disadvantaged, Minority and Women Business Enterprises:

City of Chicago

Office of Compliance

ATTN: Supplier Diversity Program

333 State Street, Suite 320

Chicago, IL 60604

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

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

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

**National Minority Suppliers
Development Council, Inc.**

1040 Avenue of the Americas, 2nd floor

New York, New York 10018

Attention: Harriet R. Michel

(212) 944-2430

**Chicago Minority Business
Development Council**

1 East Wacker Drive

Suite 1200

Chicago, Illinois 60601

Attention: Tracye Smith, Executive Director

Phone#: (312) 755-8880

Fax #: (312) 755-8890

MBE/WBE Professional Services

Task Order Requests (Task Order) Contracts

Rev. December 14, 2010 (jmm)

ATTACHMENT A – ASSIST AGENCY

Alliance of Business Leaders & Entrepreneurs (ABLE)

150 N. Michigan Ave. Suite 2800
Chicago, IL 60601
Phone: (312) 624-7733
Fax: (312) 624-7734
Web: www.ablechicago.com

Alliance of Minority and Female Contractors

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

American Brotherhood of Contractors Business Development Center

11509 S. Elizabeth
Chicago, IL 60643
Phone: (773) 928-2225
Fax: (773) 928-2209
Web: www.american-brotherhood.org

Asian American Institute

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

Association of Asian Construction Enterprises

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

Black Contractors United

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

Chatham Business Association Small Business Development, Inc.

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

Chicago Area Gay & Lesbian Chamber of Commerce

3656 N. Halsted
Chicago, IL 60613
Phone: (773) 303-0167
Fax: (773) 303-0168
Web: www.glchamber.org

Chicago Minority Supplier Development Council, Inc.

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

Chicago Urban League

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

Cosmopolitan Chamber of Commerce

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

Federation of Women Contractors

5650 S. Archer Avenue
Chicago, IL 60638
Phone: (312) 360-1122
Fax: (312) 360-0239
Web: www.fwccchicago.com

Hispanic American Construction Industry Association (HACIA)

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

Illinois Hispanic Chamber of Commerce

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

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

National Association of Women Business Owners

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

Rainbow/PUSH Coalition

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

Suburban Minority Contractors Association

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

Uptown Center Hull House

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

Women Construction Owners & Executives (WCOE)

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

Women's Business Development Center

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

Chicago Women in Trades (CWIT)

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

Coalition for United Community Labor Force

1253 W. 63rd Street
Chicago, IL 60636
Phone: (773) 863-0283

Englewood Black Chamber of Commerce

P.O. Box 21453
Chicago, IL 60621

South Shore Chamber, Incorporated

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

United Neighborhood Organization (UNO)

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

ATTACHMENT B
(On Bidder/Respondent's Letterhead)

RETURN RECEIPT REQUESTED

(Date)

Re: Specification _____

Description: _____

(Assist Agency Name and Address)

Dear _____:

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

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

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

_____ at _____
Name of Company Representative Address/phone

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

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

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

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

Sincerely,

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

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

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

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

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

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

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

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

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

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

1. Profit and loss sharing: _____

2. Capital contributions:

(a) Dollar amounts of initial contribution: _____

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

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

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

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

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

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

A. Joint venture check signing:

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

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

D. Acquisition of lines of credit:

E. Acquisition and indemnification of payment and performance bonds:

F. Negotiating and signing labor agreements:

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

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

I. Financial Controls of joint venture:

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

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

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

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

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

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

Name of MBE/WBE Partner Firm Name of Non-MBE/WBE Partner Firm

Signature of Affiant Signature of Affiant

Name and Title of Affiant Name and Title of Affiant

Date Date

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

(names of affiants)

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

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

Signature of Notary Public

My Commission Expires: _____

(SEAL)

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

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

From: _____
(Name of MBE or WBE Firm)

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

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

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

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

SUB-SUBCONTRACTING LEVELS

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

NOTICE:

If any of the MBE's or WBE's scope of work will be subcontracted, attach a brief explanation, description and pay item number of the work that will be subcontracted. A zero (0) must be shown in each blank if the MBE/WBE will not be subcontracting any of the work listed or attached to this schedule.

The undersigned will enter into a formal written agreement for the above work with you as a Prime Contractor, conditioned upon your execution of a contract with the City of Chicago, within three (3) business days of your receipt of a signed contract from the City of Chicago.

NOTICE: THIS SCHEDULE AND ATTACHMENTS REQUIRE ORIGINAL SIGNATURES.

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

Name / Title (Print)

Phone

Date

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

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

Project Description:

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

_____ and authorized representative of
(Title of Affiant)

Name of Prime Contractor

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

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

1. Name of MBE/WBE firm: _____

Address: _____

Name of Contact Person/Title: _____

Phone Number: _____

Dollar Amount of Participation: \$ _____

Percentage of Participation: _____ %

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

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

Contact Person: _____ Phone: _____

Dollar Amount of Participation: \$ _____

Percentage of Participation: _____ %

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

5. Attach additional sheets as needed.

II. Summary of Direct MBE/WBE Proposal:

1. MBE Direct Participation

Name of MBE firm	Dollar Amount	Percent
_____	\$ _____	_____ %
_____	\$ _____	_____ %
_____	\$ _____	_____ %
Total MBE <u>Direct</u> Participation	\$ _____	_____ %

2. WBE Direct Participation

Name of WBE firm	Dollar Amount	Percent
_____	\$ _____	_____ %
_____	\$ _____	_____ %
_____	\$ _____	_____ %
Total WBE <u>Direct</u> Participation	\$ _____	_____ %

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

III. Summary of Indirect MBE/WBE Proposal:

1. MBE Indirect Participation

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

2. WBE Indirect Participation

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

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

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

Name _____ Phone Number: _____

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

 Signature of Affiant (Date)

State of _____
 County of _____

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

(Seal)

 Signature of Notary Public

EXHIBIT 4

ONLINE ECONOMIC DISCLOSURE STATEMENT AND AFFIDAVIT CERTIFICATE OF FILING

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



CERTIFICATE OF FILING FOR
CITY OF CHICAGO ECONOMIC DISCLOSURE STATEMENT

EDS Number: 21773
Certificate Printed on: 04/22/2011

Date of This Filing: 04/22/2011 09:27 AM
Original Filing Date: 04/22/2011 09:27 AM

Disclosing Party: VIVA USA INC
Filed by: Mr. Ilango Radhakrishnan

Title: Vice President

Matter: Request for Qualifications for IT and
Related Services Specification No. 66760
Applicant: VIVA USA INC
Specification #: 66760
Contract #: 22988

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

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

**EXHIBIT 5
LIST OF KEY PERSONNEL**

**Category 5:
MANAGEMENT CONSULTING**

VIVA USA, INC.

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

1. Name:

Title:

Role:

2. Name:

Title:

Role:

3. Name:

Title:

Role:

4. Name:

Title:

Role:

**EXHIBIT 5
LIST OF KEY PERSONAL**

**Category 5:
MANAGEMENT CONSULTING**

VIVA USA INC.

For each Key Personal committed to this project provide information below as requested.

1. Name: Ilango Radhakrishnan

Title: Engagement Director

Role: Provides management leadership and accountable for overall delivery execution including resource planning and staffing. Responsible for strategic account planning and builds trusted advisory relationships with client. Ultimate point of escalation for client issues

2. Name: Varuna Singh

Title: Account Manager

Role: Responsible for Client Management on a day-day basis. Work with clients to define needs and opportunities. Work closely with consultants and the recruiting team to ensure higher productivity and customer satisfaction.

3. Name: Avinash Angadiyavar

Title: Program Manager

Role: Provides project management and team leadership for various project initiatives. Provides technical leadership for project, including researching best practices, selecting and recommending appropriate methodology and technological application for project use.

4. Name: Jeyaseelan Perumalswamy

Title: Business process Analyst

Role: Responsible for leading and coordinating the evaluation and reengineering of current business processes. Recommends and designs cost effective strategies to increase the effectiveness and efficiency for organization's business process through changes in policies, procedures, organization structure, and the application of enabling technology.

EXHIBIT 6
CONTRACTUAL REQUIREMENTS RELATED TO HIPAA

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

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

Specification No. 66760

Purchase Order No. _____

ACKNOWLEDGMENT

Consultant, VIVA USA INC., acknowledges, accepts and agrees that P.O. No. 22988 (the "Contract") is modified in the manner specified below. The following Contract changes are incorporated into the Contract as if fully set forth in the body of the Contract.

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

Section 9.02(B) Proprietary Rights of Indemnification

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

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

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

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

Section 9.03 Limitation of Liability

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

VIVA USA INC.

(Consultant)

By: _____

Its: Vice President

Attest: _____

State of Illinois

County of COOK

This instrument was acknowledged before me on this 23 day of September, 2011
by Ilango Radhakrishnan as President (or other authorized officer) and
Vasanthi Ilangovan as Secretary of VIVA USA INC. (Corporation
Name).

(Seal)

Notary Public Signature

Commission Expires: 02/09/2014



EXHIBIT 6

Evidence of Insurance

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
3/08/2013

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

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

PRODUCER HUB International Midwest Commercial P.O. Box 2167 Grand Rapids, MI 49501-2167	CONTACT NAME: Rochele Boomgaard
	PHONE (A/C, No, Ext): 616-233-4128 FAX (A/C, No): 616-233-4110 E-MAIL ADDRESS: Rochele.Boomgaard@Hubinternational.com
INSURED Viva USA, Inc. 3601 Algonquin Road Ste 425 Rolling Meadows, IL 60008	INSURER(S) AFFORDING COVERAGE NAIC #
	INSURER A : Hartford Insurance Company
	INSURER B : Twin City Fire Insurance Compan
	INSURER C : Zurich Insurance Co. (America)
	INSURER D :
	INSURER E :

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	X	X	81UUNJE1762	09/14/2012	09/14/2013	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	X	X	81UUNJE1762	09/14/2012	09/14/2013	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$10000			81RHUJE0481	09/14/2012	09/14/2013	EACH OCCURRENCE \$8,000,000 AGGREGATE \$8,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		X	81WEBN0204	09/14/2012	09/14/2013	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
C	E&O	X	X	PRA5854091	09/14/2012	09/14/2013	\$5,000,000
C	3rd Party Crime			PRA5854091	09/14/2012	09/14/2013	\$5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Cook County Office of the Procurement is an additional insured regarding general liability per form HG0001 and automobile liability per form HA9916 as respects operations & activities of, or on behalf of the named insured, performed under contract with or permit from the Cook County Office of the Procurement subject to policy wording. The Workers Compensation policy includes a Waiver of Subrogation per form WC000313.

CERTIFICATE HOLDER Cook County Office of the Procurement 118 N. Clark Street, Room 1018 Chicago, IL 60602	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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