

CONTRACT NO. 13-23-12495
PROFESSIONAL SERVICES AGREEMENT
FOR INFORMATION SECURITY CONSULTING SERVICES

BETWEEN



COOK COUNTY GOVERNMENT
Office of the Chief Procurement Officer

AND

Solutionary, Inc.
(Based on County of Allegheny Contract No. 124164)

**APPROVED BY BOARD OF
COOK COUNTY COMMISSIONERS**

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EXHIBIT 1

County Statement of Work

As the County Statement of Work, County incorporates the following portions of Attachment A to the Allegheny Contract (Exhibit 2 to this Agreement), which is entitled, "Solutionary Statement of Work #13:

1. Section 2.3, entitled, "Managed External Vulnerability Scanning (MEVS) Services, amended to replace any references to "COA" with "County";
2. Section 2.4, entitled, "Security Consulting Services – Annual Enterprise Security Assessment", amended to replace any references to "COA" with "County" and adding the following provisions:
 - a. The SOW format for each individual engagement shall be determined by agreement of Solutionary and the County;
 - b. In the performance of Annual Enterprise Security Assessment services, Solutionary may conduct portions of each engagement remotely from Solutionary locations or onsite at Cook County facilities;
 - c. County shall submit any requests for Annual Enterprise Security Assessment services to Solutionary in writing, with such requests including an overview of the area to be assessed, objectives and deliverables of the assessment, requested timing of the completion of services or major milestones and any budgeted dollar amount of hours allocated for the assessment. Solutionary may request additional discussion to fully understand the scope of the assessment.
 - d. Solutionary will determine and communicate to the County (i.) a LOE, defined as the number of Solutionary staff hours estimated to complete each individual assessment, (ii.) any requests for additional information required to perform the assessment, (iii.) the mutually agreed upon timing and format for the delivery of additional information requested and (iv.) the phases and approximate timeline for Solutionary's delivery of services. If applicable, the LOE may include hours for Solutionary to create a project plan. County agrees that if the mutually agreed upon timing for the delivery of additional information required to complete the assessment is not met, the LOE may be revised;
 - e. Solutionary reserves the reasonable right, based on staffing, capability, and timing to not provide Annual Enterprise Security Assessment Services under this Agreement;
3. Section 2.5, entitled, "Security Consulting Services – Block of General Security Consulting Hours", amended to replace any references to "COA" with "County" and adding the following provisions:
 - a. The SOW format for each individual project shall be determined by agreement of Solutionary and the County;
 - b. In the performance of a project, Solutionary may conduct portions of each engagement remotely from Solutionary locations or onsite at County facilities.

- c. The County will provide at least 2 days' notice to Solutionary of their desire to initiate any project in writing, any requests for a project, with such requests including an overview of the project, objectives and deliverables of the project, requested timing of the completion of services or major milestones and any budgeted dollar amount of hours allocated for the project. Solutionary may request additional discussion to fully understand the scope of the project;
 - d. Solutionary will determine and communicate to the County (i.) a Level of Effort (LOE), defined as the number of Solutionary staff hours estimated to complete each project, (ii.) any requests for additional information required to perform the project, (iii.) the mutually agreed upon timing and format for the delivery of additional information requested and (iv.) the phases and approximate timeline for Solutionary's delivery of services. If applicable, the LOE may include hours for Solutionary to create a project plan. County agrees that if the mutually agreed upon timing for the delivery of additional information required to complete the project is not met, the LOE may be revised;
 - e. Solutionary reserves the reasonable right, based on staffing, capability, and timing to not provide project services under this Agreement;
 - f. For non-project related work, for example ad hoc support including discussion, planning, research or subject matter expert consultation, county may access the Solutionary consulting team without a SOW. This time will be accounted for separately and invoiced to the County monthly on an as-incurred basis;
4. Section 7, entitled, "Terms and Billing" except to the extent modified as follows:
- a. Section 7.1 – Unchanged;
 - b. Section 7.2 – "Effective Date" shall be the Effective Date as defined in Article 4(a) of this Professional Services Agreement;
 - c. Section 7.3 – Deleted and the term of performance shall be that as defined in Article 4(a) of this Professional Services Agreement;
 - d. Section 7.4 – Deleted and replaced with "Solutionary will bill, and County agrees to pay, monthly invoices for any and all services performed on a Net 45 basis, with no penalties for late payment;
 - e. Section 7.5 – Deleted;
 - f. Section 7.6 – Deleted;
 - g. Section 7.7 – Deleted;
 - h. Section 7.8 – Deleted;
 - i. Section 7.9 – Deleted;
5. Managed External Vulnerability Scanning (MEVS) Service Specifications Document (SSD).

All other the portions of Attachment A to the Allegheny Contract, other than introductory language, are specifically excluded from the County Statement of Work under this Agreement.

The following job title(s) and the person(s) assigned to those position(s) are hereby designated as Key Personnel in accordance with the provisions of Section 3.d(ii) of this Professional Services Agreement:

- Corey Meyer, Director Security Consulting Services (402.361.3248;
CoreyMeyer@solutionary.com)

EXHIBIT 2

County Pricing Schedule

As the County Pricing Schedule, County replaces the Pricing Attachment to SOW #13 for County of Allegheny to Exhibit 3, the Allegheny Contract, with the following fees for items specified within Exhibit 2, County Scope of Work:

Offering	#	Annual or One Time Price	% Disc..	Annual or One-Time Extended	Monthly Extended
MEVS_M_64 Managed External Vulnerability Scanning performed on up to 64 IPs or FQDNs (Monthly, not to exceed 36 total months)	1	\$4,500.00	N/A	\$13,500.00	\$375.00

Offering	#	Hourly Rate	% Disc out	Annual or One-Time Extended NTE
SCS-ESA_EXPT Annual Enterprise Security Assessment (As requested by County and with no minimum guaranteed purchase amount, but not to exceed 100 total hours over the life of the contract)	100 LOE provided per Engagement	\$169.00	N/A	Determined under Separate SOW for Each Engagement
SCS-SC* Block of General Security Consulting Hours (As requested by County and with no minimum guaranteed purchase amount, but not to exceed 2,000 total hours)	2,000	\$169.00	N/A	\$338,000.00

* Each Project Fee determined under separate SOW or as part of ad hoc hours

The total allowable amount of the Agreement is \$368,400.00.

EXHIBIT 3

County of Allegheny Contract

124164 04

SERVICES AGREEMENT

This Services Agreement dated as of November 5, 2010, in accordance with Allegheny County Executive Action Number 6718-10 as approved on November 1, 2010 is by and between the County of Allegheny (“the County”), a political subdivision of the Commonwealth of Pennsylvania, and Solutionary, Inc. (“Supplier”).

RECITALS

WHEREAS, the Supplier is in the business of providing certain services as further described herein; and

WHEREAS, the Supplier desires to provide and the County desires and deems it necessary in the public interest to use certain services all upon and subject to the terms and conditions set forth herein.

WHEREAS, County is desirous of contracting with Supplier, as County has selected Supplier as the most advantageous supplier after a request for proposal and proposal review process; and

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth herein, and intending to be legally bound, the parties hereto agree as follows

ARTICLE 1 - CERTAIN DEFINITIONS

- 1.1 “Agreement” shall mean this Service Agreement, including the main body of this Agreement and Attachment A.
- 1.2 “Applicable Law(s)” shall mean all applicable federal, state and local laws, statutes, ordinances, codes, rules, regulations, standards, orders and other governmental requirements of any kind, including, but not limited to, those relating to (i) affirmative action and equal employment opportunity, (ii) nondiscrimination based on race, color, creed, religion, sex, age, ethnic origin or existence of a disability, (iii) wages and hours, (iv) workers’ compensation and unemployment insurance, (v) labor and employment conditions, (vi) occupational safety and health and (vii) the environment and the use and handling and disposal of toxic and/or hazardous substances and materials.
- 1.3 “Employee Taxes” shall mean all taxes, assessments, charges and other amounts whatsoever payable in respect of, and measured by the wages of, the Supplier’s employees (or subcontractors), as required by the Federal Social Security Act and all amendments thereto and/or any other applicable federal, state or local law.
- 1.4 “Services” shall mean any services or other duties to be performed

by Supplier hereunder including, without limitation, all services and duties described in Section 2 and Attachment A.

- 1.5 “Unemployment Insurance” shall mean the contribution required of Supplier, as an employer, in respect of, and measured by, the wages of its employees (or Subcontractors) as required by any applicable federal, state or local unemployment insurance law or regulation.

ARTICLE 2 AGREEMENT TO SELL

- 2.1 Supplier hereby agrees to provide the County as the County may from time to time designate, such Services as the County may require and provide to the County the Services, all in accordance with and subject to the terms, covenants and conditions of this Agreement. The County agrees to use these Services in accordance with and subject to the terms, covenants and conditions of this Agreement.
- 2.2 Notwithstanding any other provision of this Agreement to the contrary, the County shall have no obligation to order or purchase any Services hereunder. Without limiting the generality of the foregoing, the actual quantity of Services to be used hereunder shall be determined by the County in its sole discretion. This Agreement is not exclusive. Supplier expressly acknowledges and agrees that the County may use or purchase at its sole discretion, services which are identical or similar to the Services described in this Agreement from any third party.
- 2.3 During the Term of this Agreement, Supplier shall provide the County services as described in Attachment A.
- 2.4 The following documents shall be incorporated into, and made a part of this Agreement:
- 2.5 County’s Request for Proposal DCS Security And Management Services, Specification Number 6438, and all subsequent Bulletins pertaining to and referenced by same Specification Number, and
- 2.6 Supplier’s proposal dated October of 2010; and any subsequent pricing hereby incorporated by reference and attached as Exhibit A.
- 2.6.1 The above-referenced documents may sometimes collectively be referred to hereafter as “Contract Documents.”
- 2.6.2 In case of any conflict or inconsistency between the Contract Documents, or between any Contract Document and this Agreement, the documents shall prevail and apply in the following

order of priority:

1. This Agreement;
2. County's RFP for DCS Security And Management Services, Specification Number 6438; and
3. Supplier's proposal;

ARTICLE 3 - TERM AND TERMINATION

- 3.1 The term of this Agreement shall commence on November 1, 2010, and shall expire on October 31, 2013 with the option to renew for an additional year, and subject to any earlier termination as provided herein.
- 3.2 Notwithstanding anything to the contrary contained in this Agreement, the County may terminate this Agreement at any time with or without cause by providing to Supplier no less than thirty (30) days prior written notice of termination.
- 3.3 Either party may terminate this Agreement by written notice to the other party if the other party breaches any of its obligations hereunder and fails to remedy the breach within fifteen (15) days after receiving written notice of such breach from the non-breaching party.

ARTICLE 4 - PAYMENT

- 4.1 Prices are as stated on Attachment A unless Attachment A expressly provides otherwise, the prices for Services shall remain fixed during the entire Term of this Agreement and shall not be increased as a result of the quantity for Services provided, or for any other reason.

ARTICLE 5 - COMPLIANCE WITH LAWS

- 5.1 Supplier agrees to comply with all Applicable Laws. Without limitation of the foregoing sentence, Supplier shall comply with all applicable equal employment opportunity, affirmative action, and all other contract clauses required by Applicable Law and shall, at Supplier's expense, secure and maintain in full force during the Term of this Agreement, any and all licenses, permits, approvals, authorizations, registrations and certificates, if any, required by Applicable Law in connection with the performance of the Services. At the County's request, Supplier shall provide to the

County copies of any or all such licenses, permits, approvals, authorization, registration and certificates.

ARTICLE 6 – DELIVERY REQUIREMENTS

- 6.1 **TIME IS OF THE ESSENCE WITH RESPECT TO THE SERVICES PROVIDED.** If Supplier for any reason anticipates difficulty in complying with the required services, or in meeting any of the other requirements hereunder, Supplier shall promptly notify the County in writing.

ARTICLE 7 – REMEDIES

- 7.1 Any right or remedy of Supplier or the County set forth in this Agreement shall not be exclusive, and, in addition thereto, Supplier and the County shall have all rights and remedies under applicable law, including without limitation, equitable relief. The provisions of this Article shall survive the expiration or termination of this Agreement.

ARTICLE 8 – EXAMINATION OF FINANCIAL RECORDS

- 8.1 Supplier shall maintain books, program and financial records, documents and other evidence pertaining to costs and expenses related to this Agreement in such detail as will properly reflect all costs of labor, materials, equipment, supplies, services and other costs and expenses of whatever nature for which County funding has been provided under the provisions of this Agreement. The Supplier shall maintain such books, records, documents and other materials in accordance with Generally Accepted Accounting Principles, where applicable. The Supplier shall provide access, during normal business hours, to such books, program and financial records, documents and other evidence upon request of the County Manager, the County Controller or their designees upon receipt of reasonable advance notice, either oral or written. Supplier's books, records, program and financial records, documents and other evidence pertaining to services provided under this Agreement shall be preserved and made available for a period of three (3) years following the termination of this Agreement. The County Manager, the County Controller or their designees may audit, examine, review, photocopy, and/or make excerpts or transcripts of any of Supplier's books, records, program and financial records, documents and other evidence. Any deficiencies notes in any audit reports or otherwise must be fully resolved by the Supplier, to the County's sole satisfaction, within thirty (30) days after the Supplier's receipt of written notice of

such deficiencies. Failure of the Supplier to comply with the provisions set forth in this paragraph may constitute a violation of this Agreement and, at the County's sole discretion, may result in the County withholding future payments.

ARTICLE 9 – NOTICES

9.1 All notices, required or permitted to be given or made in this Agreement shall be in writing. Such notice(s) shall be deemed to be duly given or made if delivered by hand, by certified or registered mail or by nationally recognized overnight courier to the address specified below:

If to the County: County of Allegheny
Department of Administrative Services
Division of Purchasing and Supplies
Room 206 Courthouse, 436 Grant Street
Pittsburgh, PA 15219

If to the Supplier: Solutionary, Inc.
4736 Penn Avenue
Pittsburgh, PA 15224

Solutionary, Inc.
9420 Underwood Avenue
3rd Floor
Omaha, NE 68114

Either party may change its notice address by giving the other party written notice of such change in the manner specified above.

ARTICLE 10 – FORCE MAJEURE

10.1 Delay in performance or non-performance of any obligation contained herein shall be excused to the extent such failure or non-performance is caused by force majeure. For purposes of this Agreement, "force majeure" shall mean any cause or agency preventing performance of an obligation which is beyond the reasonable control of either party hereto, including without limitation, fire, flood, sabotage, shipwreck, embargo, strike, explosion, labor trouble, accident, riot, acts of governmental authority (including, without limitation, acts based on laws or regulations now in existence as well as those enacted in the future), acts of God, and delays or failure in obtaining raw materials or transportation. A party affected by force majeure shall promptly provide notice to the other, explaining the nature and expected duration thereof, and shall act diligently to remedy the interruption or delay if it is reasonably capable of being remedied. In the event

of a force majeure situation, deliveries or acceptance of deliveries, which have been suspended, shall not be required to be made up on the resumption of performance.

ARTICLE 11 – WAIVER

- 11.1 No delay or failure by either party to exercise any right, remedy or power herein shall impair such party's right to exercise such right, remedy or power or be construed to be a waiver of any default or an acquiescence therein; and any single or partial exercise of any such right, remedy or power shall not preclude any other or further exercise thereof or the exercise of any other right, remedy or power. No waiver hereunder shall be valid unless set forth in writing executed by the waiving party and then only to the extent expressly set forth in such writing.

ARTICLE 12 – PARTIES BOUND; ASSIGNMENT

- 12.1 This Agreement shall inure to the benefit of and shall be binding upon the respective successors and assigns of the parties hereto, but it may not be assigned in whole or in part by Supplier without the prior written consent of the County. Supplier shall not delegate its duties under this Agreement nor assign monies due or to become due to it hereunder without prior written consent of the County.

ARTICLE 13 – SEVERABILITY

- 13.1 To the extent possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law. If any provision of this Agreement is declared invalid or unenforceable, by judicial determination or otherwise, such provision shall not invalidate or render unenforceable the entire Agreement, but rather the entire Agreement shall be construed as if not containing the particular invalid or unenforceable provision or provisions and the rights and obligations of the parties shall be construed and enforced accordingly.

ARTICLE 14 – INCORPORATION; ENTIRE AGREEMENT

- 14.1 All the provision of Attachment A are hereby incorporated herein and made a part of this Agreement. In the event of any apparent conflict between any provision set forth in the main body of this Agreement and any provision set forth in Attachment A, the provisions shall be interpreted, to the extent possible, as if they do not conflict. In the event that such an interpretation is not possible, the provisions set forth in the main body of this Agreement shall control.
- 14.2 This Agreement (including Attachment A hereto) constitutes the entire agreement of the parties relating to the subject matter hereof and supersedes any and all prior written and oral agreements or understandings relating to such subject matter.

ARTICLE 15 – HEADINGS

- 15.1 Headings used in this Agreement are for convenience of reference only and shall in no way be used to construe or limit the provisions set forth in this Agreement.

ARTICLE 16 – MODIFICATIONS

- 16.1 Except as may be expressly provided otherwise herein, this Agreement may be modified or amended only by a writing executed by both parties hereto.

ARTICLE 17 – GOVERNING LAW

- 17.1 This Agreement shall be governed by and interpreted in accordance with the laws of Pennsylvania without regard to its choice of law provisions.

ARTICLE 18 – Additional Terms and Conditions

- 18.1 **OWNERSHIP.** Anything to the contrary notwithstanding, all methodologies, procedures, management tools, workshops, manuals, software, data files, concepts, ideas, inventions, know-how and other intellectual property Solutionary has developed, created or acquired prior to or during the performance of the Services (“Solutionary’s Intellectual Property”) are, and shall remain, the sole and exclusive property of Solutionary. The County shall not have or acquire any right, claim, title or interest in or to any of Solutionary’s Intellectual Property. Subject to the foregoing and upon payment in full of all amounts due to Solutionary, all information, materials, reports and other work product

that Solutionary creates or develops specifically for The County as part of the Services ("Work Product") shall be owned by the County. Subject to payment in full of all amounts due Solutionary, The County will have a right to use, distribute, copy and create derivative works from the Services created and delivered to the County as a result of the SOW solely for the County's own internal use. The parties further agree that the County may discuss with third parties the results of the Services or contents of any deliverables, although the County agrees not to distribute the deliverables or derivative works there from to third parties without the advance written approval of Solutionary; provided, however, that if the County elects to distribute the deliverables or derivative works there from to a third party without the advance written approval of Solutionary, the County hereby indemnifies, holds harmless and defends Solutionary from and against any all third party suits, actions, damages, costs, losses or expenses (including reasonable attorney's fees) relating to or arising out of such disclosure. the County acknowledges that Solutionary may (a) retain archival copies of any and all derivative works or Work Product and (b) may use and disclose general statistics and non-County identifiable information regarding vulnerabilities and security issues but only if the identity of the County is not disclosed and cannot be reasonably ascertained or inferred. Upon the request of the other party, each party shall take such actions, and shall cause its personnel to take such actions, including execution and delivery of all documents, as may be appropriate or desirable to confirm such rights.

18.2 **CONFIDENTIALITY.** Each party may provide to the other, and each party may come into possession of information relating to the other party's business, which is considered confidential (the "**Confidential Information**"). Confidential Information shall include, without limitation, all Work Product, all of Solutionary's Intellectual Property, all information marked confidential, all trade secrets of the parties (as defined under the applicable state trade secret law), and all information relating to each party's business plans and operations, products, costs, marketing statistics, all the County information, statistics, reports, data, lists, security assessments and analysis, future plans, business affairs, process information, technical information, finances, marketing plans, and pricing strategy. Notwithstanding the foregoing, the term Confidential Information shall not include information that (a) is publicly known at the time of its disclosure, (b) is lawfully received by the receiving party from a third party not under an obligation of confidentiality to the disclosing party, (c) is published or otherwise made known to the public by the disclosing party, or (d) was generated independently by the receiving party before disclosure by the disclosing party.

- a. **Restrictions.** Neither party shall disclose any of the other party's Confidential Information to any person, or permit any person to use, examine or reproduce Confidential Information without the prior written consent of the other party, unless such Confidential Information has become public knowledge through means other than breach of this Agreement, or unless disclosure is required by a valid subpoena, court order or applicable law. Each party shall exercise at least the same

degree of care to protect the confidentiality of the other party's Confidential Information, which it exercises to protect the confidentiality of its own similar confidential information, but in no event less than reasonable care. As long as a party meets this standard of care, that party shall have no additional obligations or liability regarding confidentiality.

- b. **Limited Rights of Disclosure.** Anything to the contrary notwithstanding, Solutionary may, without the prior specific written authorization of the County, (a) disclose and make available the County's Confidential Information, on a confidential and restricted basis, to its employees and independent contractors who have a reasonable need to know or have access to such information and materials in connection with the Services, and (b) use the County's Confidential Information for any proper purpose related to the Services.
- c. **Notice of Breach.** Each party will immediately notify the other party of any theft or unauthorized disclosure, reproduction or use of any Confidential Information, or any part of such information, of which such party has knowledge. The notice shall include the name, title, and business address of any person, whether or not employed by the notifying party whom such party reasonably believes has unauthorized possession of or made unauthorized disclosure, reproduction or use of Confidential Information and a detailed description of the Confidential Information at issue and the factual circumstances surrounding the unauthorized disclosure, theft or loss.

18.3 WARRANTIES. Solutionary. Solutionary represents and warrants (i) the Services provided hereunder shall be performed in a professional and workmanlike manner and (ii) the use by the County of the Services or Work Product according to the terms of this Agreement shall not infringe a U.S. patent or U.S. copyright of any third party. EXCEPT AS STATED IN THIS AGREEMENT OR ANY SOW, SOLUTIONARY INC. DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE AND NON-INFRINGEMENT. SOLUTIONARY DOES NOT WARRANT THAT THE SERVICES WILL DETECT ALL VULNERABILITIES OR WILL BE ERROR FREE, THAT ALL DEFICIENCIES, ERRORS, DEFECTS OR NONCONFORMITIES WILL BE CORRECTED, OR THAT THE SERVICES WILL MEET ANYTHING OTHER THAN CLIENT'S SPECIFIC REQUIREMENTS DEFINED WITHIN A SOW. Notwithstanding anything herein to the contrary, Solutionary makes no warranties with respect to any portion of any deliverable developed or modified by the County or by any third party, including any third party software, hardware or other third party products.

- a. **County.** The County represents and warrants it has the full right, power, authority and permission, including any necessary third-party approvals, to arrange for and authorize the performance of the Services set forth in a SOW, both now and in the future. The County also represents and warrants information pertaining to scanning Services such as the County-provided IP addresses and devices functioning at those IP addresses are owned or controlled by the County and the County is legally entitled to

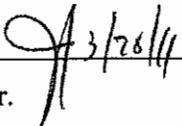
authorize scanning Services be performed upon such IP addresses. Except in the case of Solutionary's gross negligence or willful misconduct, should Solutionary's performance of the Services upon such IP addresses results in liability for any party, the County shall indemnify, hold harmless and defend Solutionary, its corporate affiliates, business partners and any employee, director, officer or agent thereof against all liability, including reasonable attorney's fees and costs, arising from the performance of scanning Services contemplated by any SOW.

18.4 INDEMNIFICATION. Solutionary hereby indemnifies and shall hold harmless, including reasonable attorney's fees and costs, the County, its affiliates and any employee, director, officer or agent thereof (each of the foregoing being hereinafter referred to individually as the "**Indemnified Party**") against all liability to third parties (other than liability solely the fault of the County) provided the County promptly notifies Solutionary in writing of any such claim. Solutionary may, as an option, conduct the defense in any such third-party action arising as described herein including the settlement of such claim. The County agrees to cooperate fully with such defense.

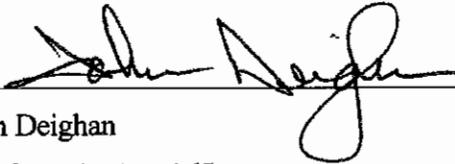
18.5 LIMITATION OF LIABILITY. NEITHER PARTY AND ITS BUSINESS PARTNERS SHALL BE LIABLE TO THE OTHER PARTY AND ITS BUSINESS PARTNERS FOR ANY LOST DATA, LOST PROFITS OR INCIDENTAL, CONSEQUENTIAL, PUNITIVE, SPECIAL OR OTHER INDIRECT DAMAGES OF ANY KIND FOR ANY REASON WHATSOEVER INCLUDING, BUT NOT LIMITED TO, DAMAGES BASED UPON NEGLIGENCE, BREACH OF WARRANTY, STRICT LIABILITY, OR ANY OTHER THEORY. THE COUNTY AGREES SOLUTIONARY'S LIABILITY HEREUNDER FOR DAMAGES, REGARDLESS OF THE FORM OF ACTION, SHALL NOT EXCEED 100% OF THE TOTAL AMOUNT ACTUALLY PAID TO SOLUTIONARY OVER THE PREVIOUS TWELVE MONTH PERIOD FOR SERVICES AND DELIVERABLES CAUSING THE LOSS OR INJURY OR ARE THE SUBJECT MATTER OF THE CLAIM OR CAUSE OF ACTION. THE PARTIES AGREE THE LIMITS STATED HEREIN ARE FAIR UNDER THE CIRCUMSTANCES.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first written above.

THE COUNTY:

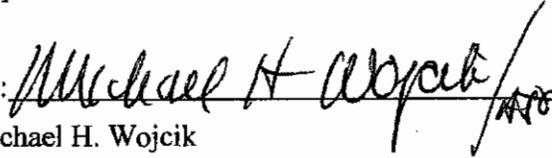
By: 
James M. Flynn, Jr.
County Manager

Date _____

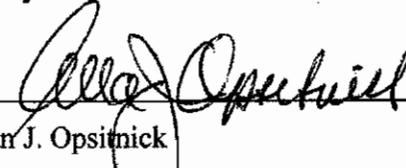
By: 
John Deighan
Chief Purchasing Officer

Date 3/21/11

Approved as to Form:

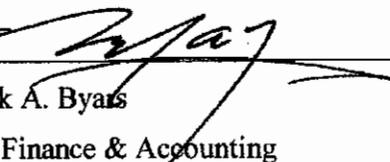
By: 
Michael H. Wojcik
County Solicitor

Date 3/25/11

By: 
Allan J. Opsitnick
Assistant County Solicitor

Date 3/21/11

SUPPLIER:

By: 
Mark A. Byars
VP, Finance & Accounting

Date 3/17/11

Attachment A

Pricing and Description of Services

Solutionary Statement of Work #13 prepared for and approved by the County of Allegheny on October 21, 2010 shall be made part of this Services Agreement and represent the Pricing and Description of Services portion of Attachment A of the Services Agreement.



Solutionary Contract

11298

Statement of Work #13

Prepared For:

**County of Allegheny
For RFP Specification 6438**

Services Offered:

Services for Division of Computer Services
Managed Network Intrusion Detection System (NIDS)
Managed Firewall (FW) / Virtual Private Network (VPN)
Managed External Vulnerability Scanning (MEVS)

SCS - Annual Enterprise Security Assessment
SCS - Block of General Security Consulting Hours

Services for County Jail
Managed Firewall (FW) / Virtual Private Network (VPN)

Services for 911
Managed Firewall (FW) / Virtual Private Network (VPN)

Services for Department of Public Works
Managed Router / Virtual Private Network (VPN)

Presented:
October 21, 2010

Statement of Work #13 to Professional Services Agreement

This Statement of Work (SOW), inclusive of the "ActiveGuard® Monitoring Service Specifications Document", "Managed Network Intrusion Detection System Service Specifications Document", "Managed Firewall / Virtual Private Network Service Specifications Document", "Managed Router / Virtual Private Network Service Specifications Document", "Managed External Vulnerability Scanning Service Specifications Document", and the "Pricing Attachment", is made by and between Solutionary, Inc. (Solutionary) and County of Allegheny (COA or Client) pursuant to and in accordance with the *Professional Services Agreement (PSA)* between Solutionary, Inc (Solutionary), an assignee of VigilantMinds, Inc., and County of Allegheny (COA or Client) executed as of March 1, 2002.

1. Contact Information

The following are the main points of contact for this SOW.

1.1. COA Business Contact Information:

Contact Name: Jeff Schultise Title: IT Security Manager
e-Mail Address: Jeffrey.Schultise@AlleghenyCounty.us
Phone Number: (412) 350-4780 Ext: _____ Fax: _____
Mailing Address: 542 Forbes Avenue, Pittsburgh, PA 15219

1.2. Solutionary Sales Contact Information:

Contact Name: Rebecca Webster Title: Business Development Manager
e-Mail Address: RebeccaWebster@Solutionary.com
Phone Number: (412) 954-2067 Cell: (412) 303-6755 Fax: (412) 365-7867

2. Scope of Work – Division of Computer Services (DCS)

The offerings (Services) defined within this SOW, constitute the extent of Services Solutionary will provide to COA. COA understands any Services not specifically stated in this SOW are considered out of scope.

2.1. ActiveGuard® Monitoring and Network Intrusion Detection System (NIDS) Management Service

Solutionary will manage and utilize ActiveGuard to perform monitoring analysis of designated COA devices as described below using existing Log Transport Agents (LTAs) to retrieve log feeds and existing Classifiers to parse the log information.

2.1.1. "In-scope" devices for NIDS Management and ActiveGuard Enterprise (AG Enterprise) service:

- 2.1.1.1. 5 ActiveGuard® Examiner IDS(s).
- 2.1.1.2. The devices listed above have a network bandwidth capacity of up to 1 Gbps.
- 2.1.1.3. Solutionary will monitor the above devices via feeds directly from the device(s).

2.2. ActiveGuard® Monitoring and Firewall/Virtual Private Network (VPN) Management Service

Solutionary will manage and utilize ActiveGuard to perform monitoring analysis of designated COA device(s) as described below using existing Log Transport Agents (LTAs) to retrieve log feeds and existing Classifiers to parse the log information.

2.2.1. "In-scope" devices for FW/VPN Management and ActiveGuard Enterprise (AG Enterprise) monitoring service:

- 2.2.1.1. 1 HA Pair of Firewalls (defined as "Perimeter Firewalls" with vendor/product TBD).
- 2.2.1.2. The devices listed above have a network bandwidth capacity of over 1 Gbps and less than 5 Gbps and are configured as part of an HA Pair.
- 2.2.1.3. Solutionary will monitor the above devices via feeds directly from the device(s).
- 2.2.1.4. Solutionary will manage the devices identified above at the **Silver Service Level** as described in the "Managed Firewall/Virtual Private Network Service Specifications Document" (SSD).

2.2.2. "In-scope" devices for FW/VPN Management and **ActiveGuard Enterprise (AG Enterprise)** monitoring service:

2.2.2.1. 1 Juniper NS-204 running Screen OS.

2.2.2.2. The devices listed above have a network bandwidth capacity of up to 1 Gbps.

2.2.2.3. Solutionary will monitor the above devices via feeds directly from the device(s).

2.2.2.4. Solutionary will manage the devices identified above at the **Silver Service Level** as described in the "Managed Firewall/Virtual Private Network Service Specifications Document" (SSD).

2.2.3. This SOW currently does not include any ActiveGuard hardware. All ActiveGuard services require an ActiveGuard appliance to provide monitoring and/or management services. You can contact your Solutionary point of contact for pricing on ActiveGuard appliances.

2.3. **Managed External Vulnerability Scanning (MEVS) Services**

Solutionary will perform remote electronic scans of designated COA networks, network-accessible devices, and/or firewalls. Solutionary will perform these Services specifically on the number of Internet Protocol (IP) Addresses (and/or ranges) identified below.

2.3.1. Solutionary will scan a total of up to **64** visible, Internet-accessible IPs, Fully-Qualified Domain Names (FQDNs), or combination thereof monthly.

2.3.2. COA has elected to NOT receive a quarterly PCI Report.

2.4. **Security Consulting Services – Annual Enterprise Security Assessment**

Solutionary's Security Consulting Services (SCS) group will perform an Annual Enterprise Security Assessment with scope to be determined prior to each engagement for the purpose of limiting scope to specific areas and/or to fit available annual budget. COA will provide at least 8 weeks' notice to Solutionary of their desired schedule for delivery of these services for the purposes of work through the scope, Level of Effort (LOE), and scheduling. Solutionary will provide, and COA will approve, a separate SOW for each assessment outlining the agreed upon scope and LOE.

2.5. **Security Consulting Services – Block of General Security Consulting Hours**

Solutionary's Security Consulting Services (SCS) group will provide up to 2000 hours of Security Consulting Services throughout the contract period at the agreed upon rate. The scope, Level of Effort (LOE), and scheduling will be determined at the time COA requests each project. Solutionary will provide, and COA will approve, a separate SOW for each project outlining the agreed upon scope and LOE.

3. **Scope of Work – County Jail**

3.1. **ActiveGuard® Monitoring and Firewall/Virtual Private Network (VPN) Management Service**

Solutionary will manage and utilize ActiveGuard to perform monitoring analysis of designated COA device(s) as described below using existing Log Transport Agents (LTAs) to retrieve log feeds and existing Classifiers to parse the log information.

3.1.1. "In-scope" devices for FW/VPN Management and **ActiveGuard Enterprise (AG Enterprise)** monitoring service:

3.1.1.1. 1 Cisco ASA5505 Firewall Module HA Pairs running IOS.

3.1.1.2. The devices listed above have a network bandwidth capacity of up to 1 Gbps and are configured as part of an HA Pair.

3.1.1.3. Solutionary will monitor the above devices via feeds directly from the device(s).

3.1.1.4. Solutionary will manage the devices identified above at the **Silver Service Level** as described in the "Managed Firewall/Virtual Private Network Service Specifications Document" (SSD).

4. Scope of Work – 911

4.1. ActiveGuard® Monitoring and Firewall/Virtual Private Network (VPN) Management Service

Solutionary will manage and utilize ActiveGuard to perform monitoring analysis of designated COA device(s) as described below using existing Log Transport Agents (LTAs) to retrieve log feeds and existing Classifiers to parse the log information.

4.1.1. "In-scope" devices for FW/VPN Management and ActiveGuard Enterprise (AG Enterprise) monitoring service:

4.1.1.1. 4 Cisco ASA5510 Firewall Modules running IOS.

4.1.1.2. The devices listed above have a network bandwidth capacity of up to 1 Gbps.

4.1.1.3. Solutionary will monitor the above devices via feeds directly from the device(s).

4.1.1.4. Solutionary will manage the devices identified above at the **Silver Service Level** as described in the "Managed Firewall/Virtual Private Network Service Specifications Document" (SSD).

5. Scope of Work – Department of Public Works (DPW)

5.1. ActiveGuard® Monitoring and Router/Virtual Private Network (VPN) Management Service

Solutionary will manage and utilize ActiveGuard to perform monitoring analysis of designated COA device(s) as described below using existing Log Transport Agents (LTAs) to retrieve log feeds and existing Classifiers to parse the log information.

5.1.1. "In-scope" devices for Router/VPN Management and ActiveGuard Enterprise (AG Enterprise) service:

5.1.1.1. 1 Cisco ASA5520 used as a VPN concentrator only and running IOS.

5.1.1.2. The devices listed above have a network bandwidth capacity of up to 1 Gbps and are configured as part of an HA Pair.

5.1.1.3. Solutionary will monitor the above devices via feeds directly from the device(s).

5.1.1.4. Solutionary will manage the devices identified above at the **Silver Service Level** as described in the "Managed Firewall/Virtual Private Network Service Specifications Document" (SSD).

5.1.2. "In-scope" devices for Router/VPN Management and ActiveGuard Enterprise (AG Enterprise) service:

5.1.2.1. 15 Cisco Router(s)/Switch(es) running IOS.

5.1.2.2. The devices listed above have a network bandwidth capacity of up to 1 Gbps and are configured as part of an HA Pair.

5.1.2.3. Solutionary will monitor the above devices via feeds directly from the device(s).

5.1.2.4. Solutionary will manage the devices identified above at the **Silver Service Level** as described in the "Managed Firewall/Virtual Private Network Service Specifications Document" (SSD).

6. Acceptance

COA shall have the right to evaluate each deliverable. Within five business days of delivery, COA shall give Solutionary written notice of COA's acceptance or rejection of the deliverable. COA's failure to provide written notice within this time frame shall be deemed to constitute acceptance. In addition, notwithstanding anything to the contrary in this SOW or the PSA, operational use of the deliverable by COA, shall be deemed to constitute acceptance. In the case of any rejection, the notice shall state with specificity the reasons for COA's rejection. Once accepted, COA may not thereafter reject a deliverable.

7. Terms and Billing

This section describes the terms and billing of the SOW.

- 7.1. COA agrees to pay the fees outlined on the "Pricing Attachment" in United States Dollars (USD).
- 7.2. The Effective Date of this SOW is November 1, 2010. This SOW supersedes all previous SOWs and any Amendments associated with previous SOWs.
- 7.3. Solutionary will provide Services to COA for a term of **36** months from the Effective Date.
 - 7.3.1. Upon expiration of the initial term, COA will have the option to renew for an additional 12 months with the same scope.
- 7.4. Solutionary's will bill, and COA agrees to pay, **Monthly invoices** on a Net 30 basis for subscription services starting on the Effective Date for the majority of services with any exceptions itemized below.
 - 7.4.1. 4 of the 5 DCS ActiveGuard Examiner IDS sensors are expected to be removed from service as of 1/1/2011, or later as per notification by COA, and will be removed from the monthly invoice at that time. COA will provide Solutionary with at least 2 weeks' notice prior to taking these devices offline.
 - 7.4.2. The DCS "Perimeter Firewalls" will be added to the contract as of 1/1/2011, or sooner as per notification by COA, and will be added to the monthly invoice at that time. COA will coordinate with Solutionary on the addition of these firewalls by providing updates on the project and timeline.
 - 7.4.3. The Lexington "Juniper NS-204" will be added to the contract as of 1/1/2011 and will be added to the monthly invoice at that time.
 - 7.4.4. **Solutionary will invoice separately the services for the various departments within COA as per the sections in the SOW and as reflected on the Pricing Attachment.**
 - 7.4.5. The initial invoice will include the subscription fees (non-SCS) for the billing period and applicable one-time fees (e.g., hardware and setup fees) as described on the "Pricing Attachment".
- 7.5. Solutionary will bill, and COA agrees to pay, for SCS services on the following payment schedule:
 - 7.5.1. A **single payment** for each project, including applicable travel and expenses, which is due on a Net 30 basis from the Completion Date of the project (Annual Enterprise Security Assessments or projects utilizing the Block of General Security Consulting Hours), and which is based on the LOE as agreed upon in the SOW for each project.
 - 7.5.2. The Completion Date for each project is the date of delivery of the draft report to COA, or the date of notification of completion via email if no report is required.
- 7.6. Solutionary ships all hardware purchased by COA for use within the United States FOB destination. COA agrees to reimburse Solutionary for all taxes, custom duties, and clearance fees associated with shipping hardware purchases internationally.
- 7.7. Solutionary will send invoice(s) to the address identified in the "Contact Information" section.
- 7.8. If COA issues a purchase order (hereinafter a "Non-Conforming Document") to Solutionary the only terms and conditions of such Non-Conforming Document that are valid, are the names of products and/or services provided (i.e., unit, quantity, unit price, extended price, order date, and delivery date). Notwithstanding the foregoing, all other pre-printed or added terms and conditions of such Non-Conforming Document or like forms used by COA to implement this SOW, which are intended to vary the terms of this SOW herein, are void with respect to the SOW, even if acknowledged in writing by Solutionary.
- 7.9. COA to send all payments to the following billing and payment address:

Solutionary, Inc.
Attn: Accounts Receivable
PO Box 30213
Omaha, NE 68103-1213
USA

8. SOW and Other Agreements

All terms and conditions of this SOW are in accordance with the PSA and the Service Specification Document(s) (SSD[s]). In the event of any conflicts between the terms of this SOW, terms of the PSA, terms of the SSD(s), or any other verbal or written terms, then the terms of this SOW take precedence and override all other documents and agreements.

9. Execution

In Witness Whereof, the parties have caused this SOW to be executed, and do each hereby warrant and represent, that their respective signatory whose signature appears below, has been, and is, on the date of this SOW, duly authorized by all necessary and appropriate corporate action, to execute this SOW. By signing below, you authorize Solutionary to proceed with the Services as outlined in this SOW.

Proposed by:
Solutionary, Inc.

Agreed Upon and Accepted by:
County of Allegheny

Signature: _____
Printed Name: _____
Title: _____
Date: _____

Signature: *Wanted*
Printed Name: *Agreed to per Services*
Title: *Agreement Dtd. 3/21/11*
Date: *Contract ID 11297*

Pricing Attachment to SOW #13 for County of Allegheny

This Pricing Attachment outlines the fees for the in-scope Services Solutionary will provide to COA and is good for 30 days from the date on the cover of this document.

Offering	#	Annual or One Time Price	% Disc	Annual or One Time Extended	Monthly Extended
ActiveGuard® Monitoring & Management Subscription Services					
NIDPS_1GB_AGE AG Enterprise Monitoring/Management of one (1) Network-based IDS/IPS <1Gb	4	\$6,900.00	10%	\$24,840.00	
NIDPS_1GB_AGE AG Enterprise Monitoring/Management of one (1) Network-based IDS/IPS <1Gb	1	\$6,900.00	10%	\$6,210.00	
FW_SILV_5GB_AGE NIDPS_5GB_AGE NIDS_FW_AGE_HA AG Enterprise Monitoring & Silver Management of one (1) 1Gb-5Gb Firewall/VPN PLUS one (1) 1Gb-5Gb Network-based IDS/IPS - HA Pair Config	1	\$36,990.00	10%	\$33,291.00	
FW_SILV_1GB_AGE AG Enterprise Monitoring & Silver Management of one (1) Firewall/VPN <1Gb	1	\$9,000.00	10%	\$8,100.00	
Total for ActiveGuard Monitoring & Management Services					\$6,036.75
Device Management Setup Fees					
SETUP_IPSFWR Setup-Managed IPS / Firewall / VPN / Router	2	\$3,000.00	10%	\$5,400.00	
Total for Device Management Setup Fees (One Time)					\$5,400.00
Managed External Vulnerability Services					
MEVS_M_64 Managed External Vulnerability Scanning performed on up to 64 IPs or FQDNs (Monthly)	1	\$5,088.00	10%	\$4,579.20	
Total for Managed External Vulnerability Services					\$381.60
DCS - Total One Time and Monthly Fees				\$5,400.00	\$6,418.35

Offering		#	Annual Price	Annual or One Time Extended
Security Consulting Services (SCS)				
SCS-ESA_EXPT Annual Enterprise Security Assessment	Division of Computer Services (DCS)	100	\$170.00	\$17,000.00
SCS-SC Block of General Security Consulting Hours	Division of Computer Services (DCS)	500	\$170.00	\$85,000.00
Total for Security Consulting Services - One Time FeeS (actual billed upon completion of projects)				\$102,000.00
DCS - Total SCS Fees				\$102,000.00

Offering		#	Annual Price	% Disc	Annual or One Time Extended	Monthly Extended
ActiveGuard® Monitoring & Management Subscription Services						
FW_SILV_1GB_AGE FW_AGE_HA AG Enterprise Monitoring & Silver Management of one (1) Firewall/VPN <1Gb - HA Pair Config	Jail Cisco ASA5505 (Jail) Alcatraz *	1	\$11,250.00	10%	\$10,125.00	
Total for ActiveGuard Monitoring & Management Services (Annual)						\$843.75
Jail - Total One Time and Monthly Fees						\$843.75

Offering		#	Annual Price	% Disc	Annual or One Time Extended	Monthly Extended
FW_SILV_1GB_AGE AG Enterprise Monitoring & Silver Management of one (1) Firewall/VPN <1Gb	911 Cisco ASA5510 (911) ALI-Lex *	1	\$9,000.00	10%	\$8,100.00	
FW_SILV_1GB_AGE AG Enterprise Monitoring & Silver Management of one (1) Firewall/VPN <1Gb	911 Cisco ASA5510 (911) ALI-Railroad *	1	\$9,000.00	10%	\$8,100.00	
FW_SILV_1GB_AGE AG Enterprise Monitoring & Silver Management of one (1) Firewall/VPN <1Gb	911 Cisco ASA5510 (911) City @ Lexington *	1	\$9,000.00	10%	\$8,100.00	
FW_SILV_1GB_AGE AG Enterprise Monitoring & Silver Management of one (1) Firewall/VPN <1Gb	911 Cisco ASA5510 (911) AICC @ Lexington *	1	\$9,000.00	10%	\$8,100.00	
Total for ActiveGuard Monitoring & Management Services						\$2,700.00
911 - Total One Time and Monthly Fees						\$2,700.00

Offering	#	Annual Price	% Disc	Annual or One Time Extended	Monthly Extended
ActiveGuard® Monitoring & Management Subscription Services					
RR_SILV_1GB_AGEG AG Enterprise Monitoring & Silver Management of one (1) Router/VPN <1Gb					
Department of Public Works (DPW) Cisco ASA5520 DCS / used as VPN Concentrator only *	1	\$4,500.00	10%	\$4,050.00	
RR_SILV_1GB_AGEG AG Enterprise Monitoring & Silver Management of one (1) Router/VPN <1Gb					
Department of Public Works (DPW) Cisco 1811 Routers DPW Remote Locations *	15	\$4,500.00	10%	\$60,750.00	
Total for ActiveGuard Monitoring & Management Services					\$5,400.00
DPW - Total One Time and Monthly Fees					\$5,400.00

* Existing device; no additional setup or hardware fees.
 ** Planned Palo Alto HA Pair in the 4000 Series.

ActiveGuard® Monitoring Service Specifications Document (SSD)

1. ActiveGuard Monitoring Overview

ActiveGuard Monitoring is available in five Service Levels:

- ActiveGuard Security Information and Event Management (AG SIEM)
- ActiveGuard High Priority Alerting (AG HPA)
- ActiveGuard Payment Card Industry (AG PCI)
- ActiveGuard Select (AG Select)
- ActiveGuard Enterprise (AG Enterprise)

You will find specific details about each Service Level throughout this document.

1.1 Terms and Definitions:

1.1.1 *Event* – any activity identified by ActiveGuard, which generates an incident and subsequently escalates to the Security Operation Center (SOC) for investigation.

1.1.2 *Alert* – an Event, which Solutionary investigated and escalated to Client for remediation or further investigation, based on Client's selection of Solutionary supported escalation procedures.

1.2 Solutionary uses a multi-phased approach to implement and "tune" the ActiveGuard Monitoring service (Services):

- Phase 1 – Device Profiling
- Phase 2 – Log Recognition
- Phase 3 – Device Configuration
- Phase 4 – Normalization
- Phase 5 – Ongoing Tuning and Support

1.3 Solutionary provides Client with access to the ActiveGuard Security and Compliance Portal.

1.3.1 Solutionary posts reports, Alerts, and Events to the ActiveGuard Security and Compliance Portal based on the Service Level Client selects in the "Scope of Work" section of the SOW.

1.3.2 Through the ActiveGuard Security and Compliance Portal's Event Manager Graphical User Interface (GUI), Clients can initiate custom queries on ActiveGuard Security and Compliance Portal content and utilize standard templates to generate pre-defined reports.

1.3.3 The ActiveGuard Security and Compliance Portal also supports many other management functions, including but not limited to, the following:

- Managing Alerts and Events
- Creating and managing tickets
- Managing Security Bulletin notifications
- Creating custom (Client-generated) reports in multiple formats (i.e., HTML, PDF, XML, RTF, CSV, XLS, and TXT)
- Organizing Client-generated reports and associated documentation

1.4 Solutionary will assign an Account Team to work with Client throughout the life of the engagement. The Account Team may consist of one or more of the following:

- Information Security Engineer (ISE)
- Network Security Engineer (NSE)
- Service Delivery Manager (SDM)
- Team Captain (TC)

1.4.1 Solutionary's SDM will work with Client's main Point of Contact (POC) to create a schedule with dates for all deliverables, customize and tune appropriate components for Client's environment, and ensure proper completion of a Client Service Profile for all in-scope devices and environmental information, including but not limited to:

- Network topology including subnet structure
- Host systems
- The OS running on each device
- The applications running on each OS
- 30 days of sample logs from all applications and OS(s)
- Audit levels
- Log format and structure

1.4.2 Solutionary's SDM will provide the URL and initial logon credentials to Client's POC for access to the ActiveGuard Security and Compliance Portal, as well as training via the Internet.

1.5 Solutionary conducts and/or coordinates all Services from the SOC.

2. Core Service Description

This section describes each phase and service feature of the ActiveGuard Monitoring Service in detail.

2.1 *Phase 1 – Device Profiling*: Solutionary profiles Client's in-scope devices to:

- Determine application and Operating Systems (OS) versions
- Review peak and average log volumes, as well as bandwidth requirements
- Map log feeds to existing classifiers

2.2 *Phase 2 – Log Recognition*: Solutionary will ensure proper transport of logs from Client's in-scope devices in order to:

- Process sample logs to ensure compatibility with classifier
- Evaluate audit-level settings of OS and applications defined in scope

2.3 *Phase 3 – Device Configuration*: Solutionary pre-configures ActiveGuard appliance(s) for installation at Client site. This process is dependent upon Client providing all of the required information as requested by Solutionary.

2.3.1 Solutionary will provide Log Transport Agent (LTA) installation guides and/or support for all in-scope applications and OSs, and monitor ongoing successful transport of logs.

2.4 *Phase 4 – Normalization*: Solutionary generates statistical analysis in accordance with the project plan and works with Client to establish threshold criteria. Solutionary performs the following major functions during the Normalization process:

- Map software errors
- Establish Client specific baseline by Classifier
- Establish (with Client) minimum and maximum log quantity thresholds in appropriate time intervals, specific to each log source

Note: During Normalization, Solutionary's SOC escalates ONLY connectivity-related Alerts. Solutionary escalates these Alerts when log counts received at Solutionary fall outside the approved ranges.

- Issue a "Go-Live" notice for appropriate devices

2.5 *Phase 5 – Ongoing Tuning and Support*: This phase lasts for the duration of the SOW and consists of Solutionary performing the following functions:

2.5.1 Generating Events from ActiveGuard based on settings established during Normalization.

2.5.2 Processing Events based on the Service Level Client selects in the "Scope of Work" section of the SOW:

2.5.2.1 AG SIEM:

- Routing raw Events directly to the ActiveGuard Security and Compliance Portal for Client review

2.5.2.2 AG HPA:

- Routing Informational, Low, and Medium Priority, raw Events directly to the ActiveGuard Security and Compliance Portal for Client review
- Routing High Priority Events to the SOC for further investigation and either escalating Alerts appropriately (per Client's selection of Solutionary supported escalation procedures), or tuning baseline settings to maintain optimal system performance

2.5.2.3 AG PCI:

- Reviewing all Events in a single, daily batch
- Posting results to the ActiveGuard Security and Compliance Portal for Client review

2.5.3 AG Select

- Reviewing all Events in a single, daily batch
- Posting results to the ActiveGuard Security and Compliance Portal for Client review
- Routing High Priority Events to the SOC for further investigation and either escalating Alerts appropriately (per Client's selection of Solutionary supported escalation procedures), or tuning baseline settings to maintain optimal system performance

2.5.4 AG Enterprise:

- Routing all Events to the SOC for further investigation and either escalating Alerts appropriately (per Client's selection of Solutionary supported escalation procedures), or tuning baseline settings to maintain optimal system performance

2.5.5 Conducting Normalization based on the Service Level Client selects in the "Scope of Work":

- AG SIEM – Annually
- AG HPA – Semi-annually
- AG PCI – Annually
- AG Select – Semi-annually
- AG Enterprise – Quarterly

2.5.5.1 At Solutionary's discretion, Solutionary may perform Normalization when there is a material shift in event patterns or when Client makes changes to their network environment.

2.5.6 ActiveGuard provides continuous monitoring and is configured to identify items such as:

- User and system activity
- Activity patterns reflecting known attacks
- Activity patterns incongruent with report card settings approved during Normalization
- Security policy adherence

2.6 Detailed Investigative Analysis (DIA)

2.6.1 A DIA is an Alert investigation over and above the initial investigation performed by a SOC Analyst, in which an ISE analyzes and provides additional information about a specific Alert. Examples of DIAs include, but are not limited to, the following:

- Alert activity and/or Alerting patterns
- Attack or activity re-creation
- Forensic investigation submitted in a case study

2.7 ActiveGuard Appliances

2.7.1 ActiveGuard Analyzer 1 Appliances can process and analyze the lesser of 5,000,000 logs per day or 200 MB of data per day.

2.7.2 ActiveGuard Analyzer 5 Appliances can process and analyze the lesser of 15,000,000 logs per day or one GB of data per day.

2.7.3 The maximum daily log volumes identified above are dependent on the log size, classifier, Client's network infrastructure, and peak volume.

2.7.4 Solutionary provides updates associated with ActiveGuard appliance(s), including installing OS patches and software updates.

Note: Solutionary explicitly restricts login access to all ActiveGuard appliances located on-site at Client locations to a restricted list of Solutionary personnel.

2.8 Security Bulletins

2.8.1 As new vulnerabilities are discovered, security and technology organizations publish security bulletins containing a description of the vulnerability and suggested patches or workarounds.

3. Service Level Agreements

3.1 Solutionary's Security Operations Center (SOC) is available 24 hours a day, 365 days a year, and is staffed to support Alert escalation.

3.2 Solutionary's ActiveGuard Security and Compliance Portal is available 24 hours a day, 365 days a year with a 99% up-time guarantee.

3.3 Solutionary measures response metrics for High Priority Events over the course of a month by dividing total response minutes by total Alert quantity, which derives Mean Time to Respond (MTR).

3.3.1 Solutionary's SLA for Alert escalation is based on the Service Level Client selects in the "Scope of Work":

- AG SIEM – Solutionary posts all Events to the ActiveGuard Security and Compliance Portal within 15 minutes of being processed by ActiveGuard
- AG HPA – Solutionary's MTR, upon determination of a High Priority Event, is 30 minutes
- AG PCI – Solutionary posts all Events to the ActiveGuard Security and Compliance Portal within 15 minutes of being processed by ActiveGuard and reviews all posted Events in a daily batch once every 24 hours
- AG Select – Solutionary's MTR, upon determination of a High Priority Event, is 30 minutes
- AG Enterprise – Solutionary's MTR, upon determination of a High Priority Events, is 15 minutes

3.4 Solutionary retains processed, ActiveGuard Event data in the ActiveGuard Security and Compliance Portal for 90 days from the time the Event was generated.

3.5 Solutionary archives ActiveGuard raw log data for all "In-scope" devices for one year, which is commensurate with PCI requirements.

4. Service Requirements

4.1 ActiveGuard Services require a Solutionary security appliance.

4.2 Client will assign a main POC to work with Solutionary's Account Team to schedule all service-related activities and communicate with the SOC as needed for installation and ongoing tuning and support.

4.2.1 In order to prevent delays during the implementation of Services, Client's POC will be available during all scheduled activities.

4.2.2 Client is responsible for providing Solutionary with all contact information updates pertaining to Alert escalation instructions.

4.3 Client will ensure access and connectivity to all "in-scope" devices, including the ability to receive OS and device feeds.

4.4 Client will provide knowledgeable technical staff, and/or third party resources, to assist Solutionary with hardware and software implementations, including:

- Configuring end-to-end connectivity to ensure the successful transport of all in-scope log feeds
- Providing rack space and power for each in-scope ActiveGuard appliance
- Providing an IP address for each Solutionary ActiveGuard appliance to be installed at Client site
- Installing ActiveGuard appliances on Client's network
- Installing LTAs - Solutionary will provide Client with documentation and/or support to assist with the installation of all LTAs
- Working with third-party vendor to assist in gathering the necessary information to map software errors

4.4.1 OS and LTA configurations must comply with Solutionary's standard setup requirements. Solutionary provides configuration guides for supported "in-scope" devices. In the event Client's configuration cannot or does not comply with Solutionary's standard setup and configuration, Solutionary Security Architect and/or ISE hourly rates will apply in order to develop a custom solution.

4.4.2 If Client utilizes security technologies, such as Symantec's VelociRaptor®, proxy firewalls, or similar technologies or "in-scope" devices utilize log rotation methods, Client must coordinate with Solutionary prior to rotation of logs.

Note: Loss of log lines and interruption of monitoring capabilities may occur as a result of un-coordinated log rotation.

4.5 Client will work directly with third-party vendors hosting any in-scope devices to allow Solutionary to perform Services.

4.6 Client is responsible for procuring all maintenance, support, and licensing agreements with third party vendors for all non-Solutionary provided in-scope devices for the term of the SOW, unless otherwise stated in the "Scope of Work".

4.6.1 Solutionary will not support altered, damaged, or modified software, or software that is not the most current, or Solutionary-supported version.

4.7 Client will work with third party vendors to rectify device failure for all non-Solutionary provided devices, and is responsible for all associated expenses.

4.8 Client is responsible for all relevant administrative policies and procedures related to monitoring user traffic and communications.

4.9 Client is responsible for ensuring the physical security of all ActiveGuard appliances located on-site at Client locations.

4.10 Solutionary is not responsible for resolving Client's Internet Service Provider (ISP) outages, or issues with Client's internal network infrastructure.

4.11 Client is fully aware of Solutionary's recommendation to perform full back-ups prior to the performance of Services.

4.12 Client will work with Solutionary to bring closure to each Alert.

4.13 Client's failure to provide any of the Service Requirement information on a timely basis can result in delays in implementation.

5. Changes in Service

5.1 If regulatory changes (e.g., changes by a regulatory agency, legislative body, or court of competent jurisdiction) require Solutionary to modify the Services described herein, Client agrees in good faith to work with Solutionary to amend the scope of work accordingly.

5.2 Solutionary reserves the right to change the terms and conditions of this Service Specifications Document (SSD). If such changes result in a reduction in the Services provided by Solutionary, Solutionary will notify Client prior to changes taking effect.

5.3 Materially modified or altered applications, OS(s), and/or devices may constitute a coding change to the classifier in use. These changes may result in the re-instigation of the implementation process.

5.4 If any of the OS or applications resident on any of the originally contracted devices are materially altered, Solutionary may re-instigate the implementation process Classifiers or log transport agents may require modification or development.

5.5 Client agrees in good faith to work with Solutionary to amend the scope of work accordingly, in the event Client's environment generates an inordinate number of Events processed by ActiveGuard.

6. Controlling Terms

6.1 All terms and conditions of this SSD are in accordance with the PSA and the SOW. In the event of any conflict between the terms of this SSD and the terms of the PSA or the SOW, then terms of the PSA or the SOW shall control. v09-2010

Managed Network Intrusion Detection System (NIDS) Service Specifications Document (SSD)

1. Managed Network Intrusion Detection System (NIDS) Overview

Solutionary's Managed NIDS service (Services) provides management of Client's NIDS devices specified in the "Scope of Work" section of the SOW.

1.1 Solutionary's Managed NIDS Service also requires Solutionary's ActiveGuard® Monitoring Service.

1.2 Solutionary maintains a configuration profile of the Solutionary-managed NIDS devices in case of device failure.

1.3 NIDS reporting reflects appropriate ticket, Alert, and Event activity.

1.4 Terms and Definitions

1.4.1 *Signature* – detects anomalous patterns in network traffic that when matched, could indicate inappropriate activity; therefore, creating an Event.

1.4.1.1 *Custom Signature* – a modified or unique Signature, created by Solutionary based on Client need for a supported NIDS appliance capable of processing Custom Signatures.

2. Core Service Description

This section describes the specifics of the NIDS Service.

2.1 Signature Updates

2.1.1 Solutionary will provide Client with an unlimited number of tested and qualified signature updates.

2.1.2 All approved Signature Updates are subject to an Engineer's Review.

2.2 Patch and Version Management

2.2.1 Solutionary will install an unlimited number of OEM-provided and qualified software and OS upgrades and/or patches for "in-scope" NIDS devices.

2.2.2 If Solutionary determines a Client's "in-scope" NIDS is susceptible to a new Low or Medium severity vulnerability as identified by an Engineer's review, Solutionary will seek Client's approval, prior to taking any remediation steps, if any remediation steps are available. In the event an Engineer deems a new vulnerability as High in severity, Solutionary may take immediate remediation steps, if such steps are available.

2.3 Engineer Reviews

2.3.1 Prior to implementing Signatures, patches, or updates, Solutionary will conduct an Engineer Review to ensure:

- Hardware/software meets all prerequisites
- Backup of previous version/configuration information exists
- Change is consistent with Security Best Practices
- Change is relevant to Client's environment
- Change can be implemented within the allotted timeframe
- Update concerns are communicated to Client through a previously approved channel for final authorization

2.3.2 Solutionary considers the Engineer's Review complete and the implementation period will begin, when Client has addressed all issues raised during the review, and the Engineer acknowledges receipt of a valid Managed Device Change Request (MDCR) via the ActiveGuard Security and Compliance Portal.

2.3.3 Solutionary will, at Solutionary's discretion, implement without an MDCR, any Signature updates, device or ActiveGuard tuning functions, or patch management functions considered best practice for the managed NIDS service, or to ensure optimal service delivery for Client.

2.4 Reporting

2.4.1 The NIDS reporting package includes report(s) detailing log counts, Alert statuses, device and Event trending, patch installation, version information, signature updates and device tuning.

2.5 ActiveGuard Examiner NIDS Appliances

2.5.1 Solutionary ActiveGuard Examiners can process an aggregate of one Gbps of network traffic and come with two physical, onboard network interface ports (one reserved for management of the device by Solutionary, and one for monitoring).

2.5.1.1 Generally, a separate port is required for each Switched Port Analyzer (SPAN) port included in monitoring services, especially if network segments span multiple switches or the switch has configuration limitations. For example:

- If utilizing aggregated taps, only one port is required per connection
- If utilizing non-aggregated taps, two ports are required per connection

2.5.1.2 Additional Network Interface Cards (NICs) can be added to Examiner appliances to address Client's specific network topology and requirements. Solutionary utilizes copper, 10/100/1000 Mbps (auto-negotiable) NICs.

2.5.2 A Solutionary Engineer will author Custom Signatures provided the following conditions are met:

- Client approves custom signatures
- The complexity of the vulnerability is addressable by engineering a new signature
- The NIDS appliance requiring the update is currently in compliance with Solutionary's support criteria
- Custom Signature passes Engineer's Review

3. Service Level Agreements

3.1 In addition to routine signature maintenance, Solutionary implements approved signature updates within 24 hours of receiving notification.

3.2 Solutionary will review all updates for managed devices and install all updates deemed appropriate by an Engineer within 30 days of vendor release.

3.3 Solutionary acknowledges receipt of each MDCR within one hour.

3.4 Solutionary publishes a summary report within five business days of the end of the previous reporting period.

4. Service Requirements

The following Service Requirements are specific to the Managed NIDS service.

Note: The Service Requirements outlined in the ActiveGuard Monitoring Service Specifications document also apply.

4.1 Client will ensure access and connectivity to all "in-scope" devices, including administrative login credentials to manage the device(s) and associated management consoles.

4.1.1 Solutionary will not manage, update, or support altered, damaged, or modified software, or software, which is not the most-current or Solutionary supported version.

4.2 Client must complete Solutionary's MDCR before Solutionary implements any custom, or out of the ordinary signature requests.

4.2.1 The MDCR must be submitted by Client's appropriately authorized individual (in Solutionary's database).

4.3 Client agrees to work reasonably with Solutionary to establish an acceptable implementation period if during the Engineer's review, the Engineer determines, in his sole discretion, Solutionary cannot implement the changes requested on the MDCR within the implementation period.

4.4 Client is responsible for procuring all maintenance, support, software licensing agreements with third party vendors, and hardware for all non-Solutionary provided in-scope devices (including consoles used to manage in-scope devices) for the term of the SOW and will work with these vendors to deal with hardware failures, repair and compatibility issues as well as data recovery and restoration activities for all in-scope devices.

~~4.4.1 Client will provide Solutionary with all software updates and patches (or provide licenses or authorization to obtain said software from third parties) for the sole purpose of updating applications and OSs for Client's Solutionary-managed devices (except Solutionary's Examiner NIDS appliances).~~

4.5 Client must provide and configure a network hub and/or switch to accept SPAN/mirror technology.

4.6 Solutionary is exempt from SLA violations which are caused by Client's faulty or unreliable equipment.

5. Changes in Service

5.1 If regulatory changes (e.g., changes by a regulatory agency, legislative body, or court of competent jurisdiction) require Solutionary to modify the Services described herein, Client agrees in good faith to work with Solutionary to amend the scope of work accordingly.

5.2 Solutionary reserves the right to change the terms and conditions of this Service Specifications Document (SSD). If such changes result in a reduction in the Services provided by Solutionary, Solutionary will notify Client prior to changes taking effect.

6. Controlling Terms

6.1 All terms and conditions of this SSD are in accordance with the PSA and the SOW. In the event of any conflict between the terms of this SSD and the terms of the PSA or the SOW, then terms of the PSA or the SOW shall control. v09-2010

Managed Firewall / Virtual Private Network (FW/VPN) Service Specifications Document (SSD)

1. Managed Firewall / Virtual Private Network (FW/VPN) Overview

Solutionary's Managed FW/VPN service (Services) provides management of Client's firewall devices, and firewall devices utilizing VPN capabilities, specified in the "Scope of Work" section of the SOW.

1.1 Solutionary's Managed FW/VPN Service also requires Solutionary's ActiveGuard® Monitoring Service at the "Enterprise" monitoring level.

1.2 Services include management support for site-to-site VPN connections (not remote, end user connections).

1.3 Solutionary conducts Visibility Scans on a continual basis to detect undesirable service visibility and to ensure a desirable profile of internet-accessible services.

1.4 Solutionary maintains a configuration profile of Client's "in-scope" managed firewall devices at Solutionary's SOC in case of device failure.

1.5 FW/VPN reporting reflects appropriate ticket, Event, and Alert activity.

1.6 Terms and Definitions

1.6.1 *Standard Business Day (SBD)* – 8:00 A.M. to 8:00 P.M. Eastern Standard Time (EST) Monday through Friday.

1.6.2 *Standard Business Week (SBW)* – same as above but excludes weekends and U.S. national holidays as listed at <http://www.opm.gov/fedhol/>.

1.6.3 *Rule* – defines how the FW is configured to behave in specific situations (e.g., block, report, and/or log traffic, etc).

1.6.4 *Standard Firewall Rule Change (SFRC)* – consists of a request by Client to make a firewall Rule Change, which falls within Solutionary's 24-hour implementation period during the SBW.

1.6.5 *Emergency Firewall Rule Change (EFRC)* – consists of a request by Client to make an urgent firewall Rule Change, which falls within Solutionary's four-hour implementation period during the SBW and within an eight-hour implementation period on weekends and U.S. national holidays.

1.6.6 *Standard VPN Rule Change (SVRC)* – consists of a request by Client to make a VPN Rule Change, which falls within Solutionary's 24-hour implementation period during the SBW.

1.6.7 *Emergency VPN Rule Change (EVRC)* – consists of a request by Client to make an urgent VPN Rule Change, which falls within Solutionary's four-hour implementation period during the SBW and within an eight-hour implementation period on weekends and U.S. national holidays

1.6.8 *Runaway Rule Change (RRC)* – consists of a request by Client to make a Rule Change that is of inordinate complexity or "out of scope" and often requires additional resources to implement. Should Client request an RRC, Client agrees in good faith to work with Solutionary to amend the scope of work accordingly.

2. Managed FW/VPN Service Description

This section describes Solutionary's Managed FW/VPN Service in detail.

2.1 Visibility Scans

2.1.1 Visibility scans seek to find the condition of each of the 65,535 possible TCP ports, which may be resident at each Internet-accessible IP (non-RFC 1918), within the IP Address Range(s) controlled by the "in-scope" firewall devices, as specified in the SOW.

2.1.2 To achieve this volume of continuous scanning activity, the ports are broken into three different categories and scanned in intervals corresponding to their importance, potential security risks, and/or frequency of use.

2.1.3 Level 1 Scans – Solutionary scans ports with specific rule requirements as established in the "Baseline" section of the Client's Firewall Visibility Profile, in hourly intervals.

2.1.4 Level 2 Scans – Solutionary scans commonly used, attacked, and/or compromised ports, in daily intervals.

2.1.5 Level 3 Scans – Solutionary will run continuous scans against all remaining ports. The interval length for scanning the remaining ports is dependent upon Client's firewall configuration, complexity of network infrastructure, and Internet latency.

2.1.6 Solutionary publishes reports from Visibility Scan activities and Alerts periodically, as part of each Service Level package described below

2.1.6.1 Silver Service Level – Quarterly

2.1.6.2 Gold Service Level – Quarterly

2.1.6.3 Platinum Service Level – Monthly

2.2 Rule Changes

2.2.1 At Client's request, Solutionary will implement per "in-scope" device, monthly rule changes as part of the applicable Service Level Package described below:

2.2.1.1 Silver Service Level

- Two SFRCs
- One SVRC

2.2.1.2 Gold Service Level

- 12 SFRCs
- Two EFRCs
- Two SVRCs

2.2.1.3 Platinum Service Level

- Unlimited SFRCs
- 10 EFRCs
- Unlimited SVRCs
- Two EVRCs

2.2.1.4 Client agrees in good faith to work with Solutionary to amend the scope of work accordingly, in the event Client exceeds the allotted number of rule changes per device, per month as described above.

2.3 Patch and Version Management

2.3.1 Solutionary will install an unlimited number of qualified and applicable software and Operating System (OS) upgrades and/or patches for "in-scope" FW/VPN devices.

2.3.2 If Solutionary determines a Client's "in-scope" firewall is susceptible to a new Low or Medium vulnerability, as identified by an Engineer's review, Solutionary will seek Client's approval, prior to taking any remediation steps (if applicable). In the event an Engineer deems a new vulnerability as High in severity, Solutionary may take immediate remediation steps, if any remediation, if available.

2.4 Engineer Reviews

2.4.1 Prior to implementing Rule Changes, patches, or updates, Solutionary will conduct an Engineer Review to ensure:

- Hardware/software meets all prerequisites
- Backup of previous version/configuration information exists
- Change is consistent with Security Best Practices
- Change is relevant to Client's environment
- Change can be implemented within the allotted timeframe
- Update concerns are communicated to Client through a previously approved channel for final authorization when applicable

2.4.2 Solutionary considers the Engineer's Review complete and the implementation period will begin, when Client has addressed all issues raised during the review, and the Engineer acknowledges receipt of a valid Managed Device Change Request (MDCR) via the ActiveGuard Security and Compliance Portal.

2.5 Reporting

2.5.1 The Managed FW/VPN Service reporting package includes report(s) detailing:

- Log counts
- Alert status
- Firewall device information
- Patch installations
- Version changes
- Rule Implementations
- Device tuning activity.

3. Service Level Agreements

3.1 Solutionary completes patch updates within 24 hours of acknowledgement of receipt of such notification, and subsequent Client approval (when applicable) of said patch update.

3.2 Solutionary implements all mutually agreed upon SFRCs within a 24-hour, SBD, implementation period.

3.3 Solutionary implements all mutually agreed upon EFRCs within a four-hour, SBD, implementation period.

3.4 Solutionary implements all mutually agreed upon SVRCs within a 24-hour, SBD, implementation period.

3.5 Solutionary implements all mutually agreed upon ERRCs within an eight-hour, SBD, implementation period.

3.6 If the EFRC or EVRC request occurs on or is scheduled to take place on a weekend or holiday, Solutionary implements all mutually agreed upon EFRCs and EVRCs within an 12-hour implementation period.

3.7 Solutionary acknowledges receipt of each MDCR within one hour.

3.8 Solutionary will publish monthly reporting within five business days of the end of the reporting cycle.

4. Service Requirements

The following Service Requirements pertain to all Managed FW/VPN Service Level packages.

Note: The Service Requirements outlined in the *ActiveGuard Monitoring SSD* also apply.

4.1 Client will ensure access and connectivity to all "in-scope" devices, including administrative login credentials to manage the device(s) and associated management consoles.

4.2 Solutionary will not manage, update, or support altered, damaged, or modified software, or software, which is not the most-current or Solutionary supported version.

4.3 Client will provide Solutionary with IP Address information and grants Solutionary permission to conduct continuous visibility scanning.

4.3.1 Client owns, manages, and controls the IP Address Range(s), internet-accessible IPs, and devices identified by Client for visibility scanning.

4.4 Client is responsible for coordinating with third-party vendors hosting any in-scope devices to allow Solutionary to perform Services, and provide Solutionary's Service Delivery Manager (SDM) with required documentation.

4.5 Client must complete Solutionary's MDCR before Solutionary implements any rule changes.

4.5.1 The MDCR must be submitted by Client's appropriately authorized individual (in Solutionary's database).

4.6 Client agrees to work reasonably with Solutionary to establish an acceptable implementation period if during the Engineer's review, the Engineer determines, in his sole discretion, Solutionary cannot implement the changes requested on the MDCR within the implementation period.

4.7 Client is responsible for procuring all maintenance, support, software licensing agreements with third party vendors, and hardware for all non-Solutionary provided in-scope devices (including consoles used to manage in-scope devices) for the term of the SOW, and will work with these vendors to deal with hardware failures, repair and compatibility issues as well as data recovery and restoration activities for all in-scope devices.

4.7.1 Client will provide Solutionary with all software updates and patches (or provide licenses or authorization to obtain said software from third parties) for the sole purpose of updating applications and OSs for Client's Solutionary-managed devices

4.7.2 Client will provide Solutionary with maintenance and change control policies, which define the standard change window for Client devices under management.

4.7.3 Client will provide Solutionary with complete, thorough, accurate, and up-to-date details of the system's architecture and network environment where devices under management services reside.

4.8 Client is responsible for all remote, end user VPN administration and support (e.g., desktop or laptop configuration, troubleshooting, etc).

4.9 Solutionary is exempt from SLA violations, which are caused by Client's faulty or unreliable equipment.

5. Changes in Service

5.1 If regulatory changes (e.g., changes by a regulatory agency, legislative body, or court of competent jurisdiction) require Solutionary to modify the Services described herein, Client agrees in good faith to work with Solutionary to amend the scope of work accordingly.

5.2 Solutionary reserves the right to change the terms and conditions of this Service Specifications Document (SSD). If such changes result in a reduction in the Services provided by Solutionary, Solutionary will notify Client prior to changes taking effect.

6. Controlling Terms

All terms and conditions of this SSD are in accordance with the PSA and the SOW. In the event of any conflict between the terms of this SSD and the terms of the PSA or the SOW, then terms of the PSA or the SOW shall control. v09-2010

Managed Router / Virtual Private Network (Router/VPN) Service Specifications Document (SSD)

1. Managed Router / Virtual Private Network (Router/VPN) Overview

Solutionary's Managed Router/VPN service (Services) provides management of Client's router devices, and router devices utilizing VPN capabilities, specified in the "Scope of Work" section of the SOW.

1.1 Solutionary's Managed Router/VPN Service also requires Solutionary's ActiveGuard® Monitoring Service at the "Enterprise" monitoring level.

1.2 Services include management support for site-to-site VPN connections (not remote, end user connections).

1.3 Solutionary conducts Visibility Scans on a continual basis to detect undesirable service visibility and to ensure a desirable profile of internet-accessible services.

1.4 Solutionary maintains a configuration profile of Client's managed "in-scope" router devices at Solutionary's SOC in case of device failure.

1.5 Router/VPN reporting reflects appropriate ticket, Alert, and Event activity.

1.6 Terms and Definitions

1.6.1 *Standard Business Day (SBD)* – 8:00 A.M. to 8:00 P.M. Eastern Standard Time (EST) Monday through Friday.

1.6.2 *Standard Business Week (SBW)* – same as above but excludes weekends and U.S. national holidays as listed at <http://www.opm.gov/fedhol/>.

1.6.3 *Rule* – defines how the Router/VPN is configured to behave in specific.

1.6.4 *Standard Router Rule Change (SRRC)* – consists of a request by Client to make a Router Rule Change, which falls within Solutionary's 24-hour implementation period during the SBW.

1.6.5 *Emergency Router Rule Change (ERRC)* – consists of a request by Client to make an urgent Router Rule Change, which falls within Solutionary's four-hour implementation period during the SBW and within an eight-hour implementation period on weekends and U.S. national holidays.

1.6.6 *Standard VPN Rule Change (SVRC)* – consists of a request by Client to make a VPN Rule Change, which falls within Solutionary's 24-hour implementation period during the SBW.

1.6.7 *Emergency VPN Rule Change (EVRC)* – consists of a request by Client to make an urgent VPN Rule Change, which falls within Solutionary's four-hour implementation period during the SBW and within an eight-hour implementation period on weekends and U.S. national holidays.

1.6.8 *Runaway Rule Change (RRC)* – consists of a request by Client to make a Rule Change that is of inordinate complexity or "out of scope" and often requires additional resources to implement. Should Client request an RRC, Client agrees in good faith to work with Solutionary to amend the scope of work accordingly.

2. Managed Router/VPN Service Description

This section describes Solutionary's Managed Router/ VPN Service in detail.

2.1 Visibility Scans

2.1.1 Visibility scans seek to find the condition of each of the 65,535 possible TCP ports, which may be resident at each Internet-accessible IP (non-RFC 1918), within the IP Address Range(s) controlled by the "in-scope" devices, as specified in the SOW.

2.1.2 To achieve this volume of continuous scanning activity, the ports are broken into three different categories and scanned in intervals corresponding to their importance, potential security risks, and/or frequency of use.

2.1.3 Level 1 Scans – Solutionary scans ports with specific rule requirements as established in the "Baseline" section of the Client's Firewall Visibility Profile, in hourly intervals.

2.1.4 Level 2 Scans – Solutionary scans commonly used, attacked, and/or compromised ports, in daily intervals.

2.1.5 Level 3 Scans – Solutionary will run continuous scans against all remaining ports. The interval length for scanning the remaining ports is dependent upon Client's firewall configuration, complexity of network infrastructure, and Internet latency.

2.1.6 Solutionary publishes reports from Visibility Scan activities and Alerts periodically as follows as part of each Service Level package:

2.1.6.1 Silver Service Level – Quarterly

2.1.6.2 Gold Service Level – Quarterly

2.1.6.3 Platinum Service Level – Monthly

2.2 Rule Changes

2.2.1 At Client's request, Solutionary will implement per "in-scope" device, monthly rule changes as part of the applicable Service Level Package described below:

2.2.1.1 Silver Service Level

- One SRRC
- One SVRC

2.2.1.2 Gold Service Level

- Six SRRCs
- One ERRC
- Two SVRCs

2.2.1.3 Platinum Service Level

- Unlimited SRRCs
- Five ERRCs
- Unlimited SVRCs
- One EVRC

2.2.1.4 Client agrees in good faith to work with Solutionary to amend the scope of work accordingly, in the event Client exceeds the allotted number of rule changes per device, per month as described above.

2.3 Patch and Version Management

2.3.1 Solutionary will install an unlimited number of qualified and applicable software and Operating System (OS) upgrades and/or patches for "in-scope" router devices.

2.3.2 If Solutionary determines a Client's "in-scope" router is susceptible to a new Low or Medium vulnerability, as identified by an Engineer's review, Solutionary will seek Client's approval, prior to taking any remediation steps (if applicable). In the event an Engineer deems a new vulnerability as High in severity, Solutionary may take immediate remediation steps, if any remediation, if available.

2.4 Engineer Reviews

2.4.1 Prior to implementing rule changes, patches, or updates, Solutionary will conduct an Engineer Review to ensure:

- Hardware/software meets all prerequisites
- Backup of previous version/configuration information exists
- Change is consistent with Security Best Practices
- Change is relevant to Client's environment
- Change can be implemented within the allotted timeframe
- Update concerns are communicated to Client through a previously approved channel for final authorization when applicable.

2.4.2 Solutionary considers the Engineer's Review complete and the implementation period will begin, when Client has addressed all issues raised during the review, and the Engineer acknowledges receipt of a valid Managed Device Change Request (MDCR) via the ActiveGuard Security and Compliance Portal.

2.5 Reporting

2.5.1 The Managed Router/VPN Service reporting package includes report(s) detailing:

- Log counts
- Alert status
- Firewall device information
- Patch installations
- Version changes
- Rule Implementations
- Device tuning activity

3. Service Level Agreements

3.1 Solutionary completes patch updates within 24 hours of acknowledgement of receipt of such notification, and subsequent Client approval (when applicable) of said patch update.

3.2 Solutionary implements all mutually agreed upon SRRCs within a 24-hour, SBD, implementation period.

3.3 Solutionary implements all mutually agreed upon ERRCs within a four-hour, SBD implementation period.

3.4 Solutionary implements all mutually agreed upon SVRCs within a 24-hour, SBD, implementation period.

3.5 Solutionary implements all mutually agreed upon EFRCS within an eight-hour, SBD, implementation period.

3.6 If the ERRC or EVRC request occurs on or is scheduled to take place on a weekend or holiday, Solutionary implements all mutually agreed upon ERRCs and EVRCs within an 12-hour implementation period.

3.7 Solutionary acknowledges receipt of each MDCR within one hour.

3.8 Solutionary will publish monthly reporting within five business days of the end of the reporting cycle.

4. Service Requirements

The following Service Requirements pertain to all Managed Router/VPN Service Level packages.

Note: The Service Requirements outlined in the ActiveGuard Monitoring Service Specifications document also apply.

4.1 Client will ensure access and connectivity to all "in-scope" devices, including administrative login credentials to manage the device(s) and associated management consoles.

4.2 Solutionary will not manage, update, or support altered, damaged, or modified software, or software, which is not the most-current or Solutionary supported version.

4.3 Client will provide Solutionary with IP Address information and grants Solutionary permission to conduct continuous visibility scanning.

4.3.1 Client owns, manages, and controls the IP Address Range(s), internet-accessible IPs, and devices identified by Client for visibility scanning.

4.4 Client is responsible for coordinating with third-party vendors hosting any in-scope devices to allow Solutionary to perform Services, and provide Solutionary Service Delivery Manager (SDM) with required documentation.

4.5 Client must Complete Solutionary's MDCR before Solutionary implements any rule changes.

4.5.1 The MDCR must be submitted by Client's appropriately authorized individual (in Solutionary's database).

4.6 Client agrees to work reasonably with Solutionary to establish an acceptable implementation period if during the Engineer's review, the Engineer determines, in his sole discretion, Solutionary cannot implement the changes requested on the MDCR within the implementation period.

4.7 Client is responsible for procuring all maintenance, support, software licensing agreements with third party vendors, and hardware for all non-Solutionary provided in-scope devices (including consoles used to manage in-scope devices) for the term of the SOW, and will work with these vendors to deal with hardware failures, repair and compatibility issues as well as data recovery and restoration activities for all in-scope devices.

4.7.1 Client will provide Solutionary with all software updates and patches (or provide licenses or authorization to obtain said software from third parties) for the sole purpose of updating applications and OSs for Client's Solutionary-managed devices

4.7.2 Client will provide Solutionary with maintenance and change control policies that define the standard change window for Client devices under management.

4.7.3 Client will provide Solutionary with complete, thorough, accurate, and up-to-date details of the system's architecture and network environment where devices under management services reside.

4.8 Client is responsible for all remote, end user VPN support (e.g., desktop or laptop configuration, troubleshooting, etc).

4.9 Solutionary is exempt from SLA violations, which are caused by Client's faulty or unreliable equipment.

5. Changes in Service

5.1 If regulatory changes (e.g., changes by a regulatory agency, legislative body, or court of competent jurisdiction) require Solutionary to modify the Services described herein, Client agrees in good faith to work with Solutionary to amend the scope of work accordingly.

5.2 Solutionary reserves the right to change the terms and conditions of this Service Specifications Document (SSD). If such changes result in a reduction in the Services provided by Solutionary, Solutionary will notify Client prior to changes taking effect.

6. Controlling Terms

All terms and conditions of this SSD are in accordance with the PSA and the SOW. In the event of any conflict between the terms of this SSD and the terms of the PSA or the SOW, then terms of the PSA or the SOW shall control. v09-2010

Managed External Vulnerability Scanning (MEVS) Service Specifications Document (SSD)

1. Core Service Description

Solutionary utilizes a multi-phased approach to coordinate and perform the MEVS service (Services):

- Phase 1 – Scanning Configuration
- Phase 2 – Vulnerability Discovery and Processing
- Phase 3 – Scanning Results and Reporting.

1.1 Solutionary provides Client access to the ActiveGuard Security and Compliance Portal.

1.1.1 The ActiveGuard Security and Compliance Portal also supports many other management functions, including but not limited to, the following:

- Managing vulnerabilities
- Creating and managing tickets
- Managing Security Bulletin notifications
- Creating custom (Client-generated) reports in multiple formats (HTML, PDF, XML, RTF, CSV, XLS, TXT)
- Organizing reports and associated documentation

1.2 Solutionary assigns an Account Team to work with Client throughout the performance of Services and may consist of one or more of the following:

- Service Delivery Manager (SDM)
- Team Captain (TC)
- Information Security Engineer (ISE)

1.2.1 Solutionary's SDM will provide a URL and initial logon credentials to Client's POC for access to the ActiveGuard Security and Compliance Portal, as well as online training via the Internet.

1.2.2 Solutionary's SDM will work with Client's main Point of Contact (POC) to complete the services questionnaire, which details Client's "in-scope" IPs and escalation procedures.

1.2.3 Solutionary's Account Team will assist Client in handling service-related exceptions and requests.

1.3 Solutionary conducts and/or coordinates all Services from the Security Operations Center (SOC).

1.3.1 While performing Services, Solutionary will not intentionally alter Client's environment, without prior consent from Client.

2. Core Service Description

This section describes each phase of Services.

2.1 Phase 1 – Scanning Configuration

2.1.1 Solutionary configures the scanner with the appropriate IPs and sets the scanning start time. All scans runs until completion. If you need an estimate on how long scans will take, please contact your SDM.

2.2 Phase 2 – Vulnerability Discovery and Processing

2.2.1 Solutionary scans network devices visible to the Internet to identify potential vulnerabilities.

2.2.1.1 Information collected during this phase includes, but is not limited to, the following:

- Service type and version fingerprinting
- Service Interrogation for vulnerabilities
- Web Application Spidering to a Max Depth of 2

- Rudimentary Application Form/Variable Interrogation
- Operating System (OS) identification

2.2.1.2 Solutionary reserves the right to manually validate and investigate vulnerability results per the QA process.

2.2.1.3 Solutionary separates the information collected during into the following five remediation categories:

- Application Configuration
- Application Development
- Firewall Configuration
- Patch
- Policy

2.3 Phase 3 – Scanning Results and Reporting

2.3.1 Solutionary provides scanning results and reporting functionalities to Client in the ActiveGuard Security and Compliance Portal.

2.3.1.1 Client can utilize the ActiveGuard Security and Compliance Portal to generate standard and custom reports utilizing the asset system. The Asset system provides more granular reporting capabilities and is optional functionality, which Client may request via the assigned SDM.

2.4 On-Demand Scans

2.4.1 Client can request On-Demand scans, which are subject to the following conditions:

- Client must submit an On-Demand scan request via the assigned SDM
- Request must be for a single IP within the IPs considered "in-scope"
- Request must include a suggested scan window
- On-Demand scans run on first-come, first-serve basis

Note: Solutionary will make every effort to schedule the scan at the time requested; however, if the requested time is reserved due to previously scheduled scans, Solutionary will run scan at next available time within the requested window.

3. Optional PCI Reporting

Solutionary, is a PCI Security Standards Council (PCICo) Approved Scanning Vendor (ASV). While PCICo sets compliance requirements, each payment card company determines merchant and service provider levels, and establishes enforcement and reporting requirements.

Client must follow each payment card company's respective compliance reporting requirements to ensure each payment card company acknowledges Client's compliance status. While scan reports must follow a common format, the results must be submitted according to each payment card company's requirements. Contact your acquiring bank or check each payment card company's regional Web site to determine to whom results should be submitted.

3.1 PCI reporting occurs on a quarterly basis.

3.2 Solutionary publishes the PCI report to the ActiveGuard Security and Compliance Portal.

3.3 The PCI report describes the type of vulnerability or risk, a diagnosis of the associated issues, and guidance on how to fix or patch the isolated vulnerabilities.

3.4 Clients must complete the PCI Authorization Form in the ActiveGuard Security and Compliance Portal to obtain PCI reporting.

3.5 The PCI report will assign a rating for vulnerabilities identified in the scanning process.

3.5.1 In order for Client to be considered compliant, a component must not contain any vulnerability, which Solutionary has assigned a Common Vulnerability Scoring System (CVSS) base score equal to or higher than 4.0. If a CVSS base score is not available for a given vulnerability identified in the component, the compliance criteria used by Solutionary is the possibility of the identified vulnerability leading to a data compromise. Solutionary uses the PCI Level 1-5 system to determine if a vulnerability meets the criteria. To be considered compliant under this system, a component must not contain Level 3, 4, or 5 vulnerabilities:

- 5 - Urgent
- 4 - Critical
- 3 - High
- 2 - Medium
- 1 - Low

3.5.2 If Client believes a vulnerability in the PCI report is a false positive, or is unable to remediate a vulnerability due to technical constraints, but acceptable compensating controls exist, Client must provide Solutionary with validating proof before Solutionary can amend the report.

Note: All certified PCI reports for submission to payment card companies must be generated by Solutionary's SOC. Client can run a PCI-style report from the portal; however, this report cannot be submitted to PCI.

4. Optional Change and Enforcement Control Services

This section describes the optional Change and Enforcement Control (CEC) Services available as extensions to the Service. The "Scope of Work" section in the SOW lists each optional service selected by Client.

4.1 False Positive Analysis – Solutionary utilizes scanner output to manually validate findings automated tools cannot disposition.

4.1.1 Manual validation includes capturing data and relevant screenshots using a set of manual procedures.

4.1.2 To ensure proper vulnerability validation, Client must notify Solutionary of hardware, software, OS, or application version changes, or any new devices substituted into the IP Address Range(s) considered "in-scope", prior to performing False Positive Analysis.

4.2 Visibility Scanning – Solutionary performs Visibility Scanning, which seeks to find the condition of each of the 65,535 possible Transmission Control Protocol (TCP) ports, which may be resident at each "in-scope" IP.

4.2.1 Solutionary performs a baseline scan to identify the host(s) and any associated externally facing ports visible to the Internet.

4.2.1.1 Solutionary's Account Team reviews the results of the baseline scan with Client and obtains Client's approval, prior to starting continuous scans.

4.2.2 To achieve this volume of continuous scanning activity, the ports are broken into three different categories and scanned in intervals corresponding to their importance, potential security risks, and/or frequency of use.

The following describes each category:

- Level 1 Scans – Solutionary scans ports with specific rule requirements as established in Client's baseline profile in hourly intervals.
- Level 2 Scans – Solutionary scans commonly used, attacked, and/or compromised ports, in 24 to 36 hour intervals.
- Level 3 Scans – Solutionary will run continuous scans against all remaining ports. The interval length for scanning the remaining ports is dependent upon Client's firewall configuration, complexity of network infrastructure, and Internet latency.

4.2.2.1 Visibility tickets remaining open for more than 30 days, without specific direction from Client, will result in adjustments to Client's Baseline Profile to resolve tickets.

4.2.3 Solutionary will provide Client with a Client Service Profile, which Client must complete and return to Solutionary's Account Team prior to performance of Services.

4.2.3.1 Information gathered in the Client Service Profile includes, but is not limited to, the following:

- Alert and escalation procedures
- Client contact information
- IP specific information, including:
 - Device name and priority
 - Hardware
 - Software and version
 - Ports
 - Services
 - Rules/Status

4.2.3.2 Client's Point of Contact (POC) will work with Solutionary's Account Team to document Client's baseline profile, which will define the appropriate and specific port conditions for each "in-scope" Internet-accessible IP.

4.3 Verification Checks – Solutionary performs the verification checks described in this section for Client's environment.

Note: Solutionary performs verification scanning for the .com, .net, .org, and .biz domains.

4.3.1 Solutionary examines up to 25 Domain Name Registrations with the appropriate domain registrar daily.

4.3.2 Solutionary examines ARIN registration information daily, for the IP Address Range(s) considered "in-scope".

4.3.3 Solutionary checks up to 25 host names for Root Name Servers (domain name hierarchy) daily.

4.3.4 Solutionary checks up to 25 SSL Certificates hourly, to ensure the certificate has not changed and daily for the certificate expiration date.

4.3.5 Solutionary performs hourly Web Content Checks for up to five static Web pages to monitor for page defacement (e.g., modifications and changes) and static Web form content.

4.3.6 Solutionary checks for IP Route Leakage hourly to ensure the status of Client's non-routable address space remains static.

4.3.7 Solutionary provides Client with a Client Service Profile, which Client must complete and return to Solutionary's Account Team prior to performance of Services. Information gathered in the Client Service Profile includes, but is not limited to, the following:

- Domain names and registrars for registration checks
- Starting and ending IPs for ARIN checks
- Host names for Root Name Server checks

- ~~Host names and ports for SSL Certificate checks~~
- ~~Static URLs for Web Content checks~~

5. Service Level Agreements

5.1 Solutionary's ActiveGuard Security and Compliance Portal has a 99% uptime guarantee (not including scheduled maintenance windows).

5.2 Solutionary posts scan results to the ActiveGuard Security and Compliance Portal within one business day upon completion of scanning activities.

5.3 If client elects to receive PCI reporting, Solutionary posts the quarterly PCI report within ten business days of completion of scanning.

6. Service Requirements

6.1 Client will assign a POC to complete a services questionnaire, approve scanning configuration, and communicate with Solutionary's Account Team as needed for follow-up and problem resolution.

6.2 Client owns, manages, and controls the IP Address Range(s), Internet-accessible IPs, and Internet-accessible devices considered "in-scope".

6.3 Client will ensure access and connectivity to all devices within the IP Address Ranges(s) and Internet-accessible IPs considered "in-scope" and is responsible for the following delivery-related activities:

- Coordinating with third-party vendors hosting any in-scope devices, IP addresses, or FQDNs to allow Solutionary to perform Services, and provide Solutionary with required documentation
- Disabling IP address shunning to ensure Solutionary's incoming scanning activities will not be affected
- Notifying Solutionary of any potential problem areas, which could interfere with scanning activities, such as load-balancing
- Resolving Internet Service Provider (ISP) outages and internal network infrastructure issues
- Performing full back-ups prior to scanning activities (Solutionary's recommendation)
- Ensuring information provided to Solutionary is accurate (e.g., web site banners, hardware, software, OS, application versions, etc) in order for Solutionary to properly disposition identified vulnerabilities
- Notifying Solutionary of any new devices substituted into "in-scope" IP address ranges.
- Providing Solutionary with any contact information updates

6.4 If Client utilizes IPS auto-shunning technology, proxy firewalls such as VelociRaptor®, defense mechanisms such as SynDefender, or the PIX TCP Intercept feature (or similar technologies), Client must implement one of the following to ensure Solutionary can produce accurate scanning results:

- Appropriately configure router Access Control Lists (preferred method)

- ~~Configure devices to monitor and log, but not block Solutionary's incoming IPs~~
- ~~Interface filters directly on the firewall~~
- ~~Disable this feature for Solutionary's scanning IP(s)~~

Note: VelociRaptor gives the appearance of a large number of open ports, although a small number of legitimate listening services are actually running. SynDefender allows firewalls to respond to queries as if a listening service is available on all ports, and increases the amount of false positives generated during scanning. PIX's TCP Intercept intermediates connections between clients and servers.

The use of such technologies substantially increases the amount of time it takes Solutionary to validate the legitimate listening services associated with the affected IPs.

6.5 Should Client need to substitute "in-scope" IPs, Client agrees in good faith to work with Solutionary to amend the scope of work accordingly.

6.5.1 If load balancing is in use, Client must provide Solutionary written assurance the infrastructure behind the load balancers is synchronized in terms of configuration

Note: If Client fails to provide written assurance, PCI Co requirements state Solutionary must individually scan the components from an internal location within Client's environment. If internal scanning is required, Solutionary will work with Client to amend the scope of work accordingly.

7. Consent

7.1 If client elects to receive PCI reporting, Client agrees to be bound by the terms and conditions of the then current version of the PCI DSS Validation Requirements for ASVs (visit the PCI Co website for more information: <https://www.pcisecuritystandards.org/>) set forth by PCI Co.

8. Changes in Service

8.1 If regulatory changes (e.g., changes by a regulatory agency, legislative body, or court of competent jurisdiction) require Solutionary to modify the Services described herein, Client agrees in good faith to work with Solutionary to amend the scope of work accordingly.

8.2 Solutionary reserves the right to change the terms and conditions of this Service Specifications Document (SSD). If such changes result in a reduction in the Services provided by Solutionary, Solutionary will notify Client prior to changes taking effect.

9. Controlling Terms

All terms and conditions of this SSD are in accordance with the PSA and the SOW. In the event of any conflict between the terms of this SSD and the terms of the PSA or the SOW, then terms of the PSA or the SOW shall control. v09-2010

EXHIBIT 4

Evidence of Insurance



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
02/27/2013

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 Quinn Insurance, Inc. 11815 M Street, Suite #200 Omaha, NE 68137-2232 Timothy J. Quinn	Phone: 402-891-1234 Fax: 402-891-1252	CONTACT NAME: Geri McGill PHONE (A/C, No, Ext): 402-891-1234 E-MAIL ADDRESS: gmcgill@quinninsurance.com FAX (A/C, No): 402-891-1252
	INSURER(S) AFFORDING COVERAGE	
INSURED Solutionary, Inc 9420 Underwood Ave Omaha, NE 68114-6608	INSURER A: Travelers Property Casualty NAIC # 19070	
	INSURER B: Hartford Insurance Company	
	INSURER C: Axis Surplus Ins Co	
	INSURER D:	
	INSURER E:	
	INSURER F:	

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

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

INSR LTR	TYPE OF INSURANCE	ADDITIONAL INSURER	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	X	ZPP-12S65876-12-15	02/06/2013	02/06/2014	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> Global Liability GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000
A	<input checked="" type="checkbox"/> Global Liability		ZPP-14P39849-12-15	02/06/2013	02/06/2014	PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Emp Ben. \$ 1,000,000
A	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS	X	BA-6421P073-11	02/06/2013	02/06/2014	<input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000					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 DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		ZUP-12S66050-12-15	02/06/2013	02/06/2014	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	HNUB-9689C46-5-11	02/06/2013	02/06/2014	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
	<input type="checkbox"/> Y <input type="checkbox"/> N					E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Crime -\$1,000 Dedc		91BDDDK2953	08/17/2012	08/17/2013	Empf Dis 1,000,000
C	Tech E&O/CyberRisk		MCN000147731101	11/30/2012	11/30/2013	Tech E&O 10,000,000

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

OK

CERTIFICATE HOLDER COOKC-3 Cook County Chief Procurement Officer 118 North Clark St, Room 1018 Chicago, IL 60802	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
---	--

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

**BLANKET ADDITIONAL INSURED
(CONTRACTORS)**

This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE PART

1. WHO IS AN INSURED – (Section II) is amended to include any person or organization that you agree in a "written contract requiring insurance" to include as an additional insured on this Coverage Part, but:
 - a) Only with respect to liability for "bodily injury", "property damage" or "personal injury"; and
 - b) If, and only to the extent that, the injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the "written contract requiring insurance" applies. The person or organization does not qualify as an additional insured with respect to the independent acts or omissions of such person or organization.
2. The insurance provided to the additional insured by this endorsement is limited as follows:
 - a) In the event that the Limits of Insurance of this Coverage Part shown in the Declarations exceed the limits of liability required by the "written contract requiring insurance", the insurance provided to the additional insured shall be limited to the limits of liability required by that "written contract requiring insurance". This endorsement shall not increase the limits of insurance described in Section III – Limits Of Insurance.
 - b) The insurance provided to the additional insured does not apply to "bodily injury", "property damage" or "personal injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services, including:
 - i. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders or change orders, or the preparing, approving, or failing to prepare or approve, drawings and specifications; and
 - ii. Supervisory, inspection, architectural or engineering activities.
- c) The insurance provided to the additional insured does not apply to "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the "written contract requiring insurance" specifically requires you to provide such coverage for that additional insured, and then the insurance provided to the additional insured applies only to such "bodily injury" or "property damage" that occurs before the end of the period of time for which the "written contract requiring insurance" requires you to provide such coverage or the end of the policy period, whichever is earlier.
3. The insurance provided to the additional insured by this endorsement is excess over any valid and collectible "other insurance", whether primary, excess, contingent or on any other basis, that is available to the additional insured for a loss we cover under this endorsement. However, if the "written contract requiring insurance" specifically requires that this insurance apply on a primary basis or a primary and non-contributory basis, this insurance is primary to "other insurance" available to the additional insured which covers that person or organization as a named insured for such loss, and we will not share with that "other insurance". But the insurance provided to the additional insured by this endorsement still is excess over any valid and collectible "other insurance", whether primary, excess, contingent or on any other basis, that is available to the additional insured when that person or organization is an additional insured under such "other insurance".
4. As a condition of coverage provided to the additional insured by this endorsement:
 - a) The additional insured must give us written notice as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, such notice should include:

COMMERCIAL GENERAL LIABILITY

- i. How, when and where the "occurrence" or offense took place;
 - ii. The names and addresses of any injured persons and witnesses; and
 - iii. The nature and location of any injury or damage arising out of the "occurrence" or offense.
- b) If a claim is made or "suit" is brought against the additional insured, the additional insured must:
- i. Immediately record the specifics of the claim or "suit" and the date received; and
 - ii. Notify us as soon as practicable.
- The additional insured must see to it that we receive written notice of the claim or "suit" as soon as practicable.
- c) The additional insured must immediately send us copies of all legal papers received in connection with the claim or "suit", cooperate with us in the investigation or settlement of the claim or defense against the "suit", and otherwise comply with all policy conditions.
- d) The additional insured must tender the defense and indemnity of any claim or "suit" to

any provider of "other insurance" which would cover the additional insured for a loss we cover under this endorsement. However, this condition does not affect whether the insurance provided to the additional insured by this endorsement is primary to "other insurance" available to the additional insured which covers that person or organization as a named insured as described in paragraph 3. above.

5. The following definition is added to SECTION V. - DEFINITIONS:

"Written contract requiring insurance" means that part of any written contract or agreement under which you are required to include a person or organization as an additional insured on this Coverage Part, provided that the "bodily injury" and "property damage" occurs and the "personal injury" is caused by an offense committed:

- a. After the signing and execution of the contract or agreement by you;
- b. While that part of the contract or agreement is in effect; and
- c. Before the end of the policy period.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

**BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM**

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

The following is added to the **Section II – Liability Coverage, Paragraph A.1. Who Is An Insured Provision**:

Any person or organization that you are required to include as additional insured on the Coverage Form in

a written contract or agreement that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period is an "insured" for Liability Coverage, but only for damages to which this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Section II.

EXHIBIT 5

Board Authorization

COOK COUNTY SIGNATURE PAGE
(SECTION 10)

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



COOK COUNTY CHIEF PROCUREMENT OFFICER

DATED AT CHICAGO, ILLINOIS THIS 21 DAY OF March, 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

13-23-12495

OR

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

TOTAL AMOUNT OF CONTRACT: \$ 368,400.⁰⁰
(DOLLARS AND CENTS)

FUND CHARGEABLE: _____

APPROVED BY BOARD OF
COOK COUNTY COMMISSIONERS

MAR 20 2013

COM _____

APPROVED AS TO FORM:

Not Required

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

PROFESSIONAL SERVICES AGREEMENT

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List of Exhibits

Exhibit 1	County Scope of Work
Exhibit 2	County Pricing Schedule
Exhibit 3	County of Allegheny Contract
Exhibit 4	Evidence of Insurance
Exhibit 5	Board Authorization

AGREEMENT

This Agreement is made and entered into by and between the County of Cook, a public body corporate of the State of Illinois, on behalf of Office of the Chief Procurement Officer hereinafter referred to as "County" and Solutionary, Inc., doing business as a corporation of the State of Delaware hereinafter referred to as "Consultant", pursuant to authorization by the Cook County Board of Commissioners on the 20th day of March, 2013, as evidenced by Board Authorization letter attached hereto as EXHIBIT 5.

BACKGROUND

WHEREAS, the County acknowledges the importance of information security and prioritizes the security and privacy of County data; and

WHEREAS, the County, through its Bureau of Technology, wishes to augment the information security resources available to all County agencies; and

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 County of Allegheny, Pennsylvania ("Allegheny"), from its county seat of Pittsburgh, Pennsylvania, solicited a formal Request for Proposal, for security and management services, and the Consultant was identified as the qualified and best value provider for the services; and

WHEREAS, Allegheny entered into a contract on November 5, 2010 for the provision of services by the Consultant for Allegheny relative to security and management services ("Allegheny Contract"); and

WHEREAS, on an as-needed basis, the County desires to take advantage of three services that the Allegheny Contract procured: (1) general security consulting hours, (2) annual enterprise security assessments, and (3) managed external vulnerability scanning; and

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

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

TERMS AND CONDITIONS

ARTICLE 1) INCORPORATION OF BACKGROUND

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

ARTICLE 2) DEFINITIONS

a) Definitions

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

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

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

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

"Department" means the Cook County Using Department.

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

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

b) Interpretation

i) The term **"include"** (in all its forms) means "include, without limitation" unless the context clearly states otherwise.

ii) All references in this Agreement to Articles, Sections or Exhibits, unless otherwise expressed or indicated are to the Articles, Sections or Exhibits of this Agreement.

iii) Words importing persons include firms, associations, partnerships, trusts, corporations and other legal entities, including public bodies, as well as natural persons.

iv) Any headings preceding the text of the Articles and Sections of this Agreement, and any table of contents or marginal notes appended to it, are solely for convenience or reference and do not constitute a part of this Agreement, nor do they affect the meaning, construction or effect of this Agreement.

v) Words importing the singular include the plural and vice versa. Words of the masculine gender include the correlative words of the feminine and neuter genders.

vi) All references to a number of days mean calendar days, unless expressly indicated otherwise.

c) Incorporation of Exhibits

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

Exhibit 1	County Statement of Work
Exhibit 2	County Pricing Schedule
Exhibit 3	County of Allegheny Contract
Exhibit 4	Evidence of Insurance
Exhibit 5	Board Authorization

d) Order of Precedence

This Contract shall be interpreted and construed based upon the following order of precedence of component parts. Such order of precedence shall govern to resolve all cases of conflict, ambiguity or inconsistency. Such order of precedence may be altered where one of the below parts specifically and explicitly alters precedence, but only to the extent specifically and explicitly altered. A mere conflict, ambiguity or inconsistency does not constitute an altering of precedence.

1. Articles One through Twelve of the Professional Services Agreement.
2. Exhibit 1, County Statement of Work
3. Exhibit 2, County Pricing Schedule
4. Exhibit 4, Evidence of Insurance
5. Exhibit 5, Board Authorization
6. Exhibit 3, County of Allegheny Contract

ARTICLE 3) DUTIES AND RESPONSIBILITIES OF CONSULTANT

a) Scope of Services

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

b) Deliverables

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

The County may reject Deliverables that do not include relevant information or data, or do not include all documents or other materials specified in this Agreement or reasonably necessary for the purpose for which the County made this Agreement or for which the County intends to use the Deliverables. Within 90 days after receiving Deliverables, the County shall determine whether Consultant has failed to comply with the foregoing standards. If the County determines that Consultant has failed to comply with the foregoing standards, it has 30 days from the discovery to notify Consultant of its failure. If Consultant does not correct the failure, if it is possible to do so, within 30 days after receipt of notice from the County specifying the failure, then the County, by written notice, may treat the failure as a default of this Agreement under Article 9.

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

c) Standard of Performance

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

Consultant must assure that all Services that require the exercise of professional skills or judgment are accomplished by professionals qualified and competent in the applicable discipline

and appropriately licensed, if required by law. Consultant must provide copies of any such licenses. Consultant remains responsible for the professional and technical accuracy of all Services or Deliverables furnished, whether by Consultant or its Subcontractors or others on its behalf. All Deliverables must be prepared in a form and content as agreed to by the parties, and delivered in a timely manner consistent with the requirements of this Agreement.

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

d) Personnel

i) Adequate Staffing

Consultant must, upon receiving a fully executed copy of this Agreement, assign and maintain during the term of this Agreement and any extension of it an adequate staff of competent personnel that is fully equipped, licensed as appropriate, available as needed, qualified and assigned exclusively to perform the Services. Consultant must include among its staff the Key Personnel and positions as identified below. To the extent that Consultant designates a member of its staff as Key Personnel, the section below entitled "Key Personnel" and not this section entitled "Adequate Staffing" governs those persons. The level of staffing may be revised from time to time by Consultant in its reasonable discretion. Where such a revision may materially affect the County, as reasonably determined by the County, then Consultant shall revise its level of staffing only by notice in writing from Consultant to the County and with written consent of the County, which consent the County will not withhold unreasonably. If the County fails to object to the revision within 14 days after receiving the notice, then the revision will be considered accepted by the County.

ii) Key Personnel

Where doing so is within Consultant's control, Consultant must not reassign or replace Key Personnel without the written consent of the County, which consent the County will not unreasonably withhold. Where Consultant's Key Personnel unilaterally remove themselves from Consultant's employment or where a reassignment or replacement is not otherwise within Consultant's control, then Consultant must immediately notify County and make commercially reasonable efforts for an immediate replacement that is subject to the County's approval, which it shall not reasonably withhold. "Key Personnel" means those job titles and the persons assigned to those positions in accordance with the provisions of this Section 3.d(ii). Subject to the following requirements, the County may at any time in writing notify Consultant that the County will no longer accept performance of Services under this Agreement by one or more Key Personnel listed provided that: (a) County has reasonable cause for its request and (b) County

gives the Consultant a reasonable opportunity to discuss and mitigate County's cause, except where the County determines that exigent circumstances require immediate action. Upon that notice Consultant must immediately suspend the services of the key person or persons and must replace him or them in accordance with the terms of this Agreement. A list of Key Personnel is found in Exhibit 1, County Statement of Work.

iii) **Salaries and Wages**

Consultant and Subcontractors must pay all salaries and wages due all employees performing Services under this Agreement unconditionally and at least once a month without deduction or rebate on any account, except only for those payroll deductions that are mandatory by law or are permitted under applicable law and regulations. If in the performance of this Agreement Consultant underpays any such salaries or wages, the Comptroller for the County may withhold, out of payments due to Consultant, an amount sufficient to pay to employees underpaid the difference between the salaries or wages required to be paid under this Agreement and the salaries or wages actually paid these employees for the total number of hours worked. The amounts withheld may be disbursed by the Comptroller for and on account of Consultant to the respective employees to whom they are due. The parties acknowledge that this Section 3(iii) is solely for the benefit of the County and that it does not grant any third party beneficiary rights.

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

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

f) **Insurance**

Consultant must provide and maintain at Consultant's own expense, during the term of this 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 coverages and requirements specified below, insuring all operations related to this Agreement.

i) **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 or illness.

(2) Commercial General Liability (Primary and Umbrella)

Commercial General Liability Insurance or equivalent with limits of not less than \$2,000,000 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). Cook County is to be named as an additional insured on a primary, non-contributory basis for any liability arising directly or indirectly from the Services.

Subcontractors performing Services for Consultant must maintain limits of not less than \$1,000,000 with the same terms in this Section 3(f)(i)(2).

(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 \$1,000,000 per occurrence limit, for bodily injury and property damage. The County is to be named as an additional insured on a primary, non-contributory basis.

(4) Professional Liability

When any professional consultants perform Services in connection with this Agreement, Professional Liability Insurance covering acts, errors or omissions must be maintained with limits of not less than \$2,000,000. Coverage must include contractual liability. When policies are renewed or replaced, the policy retroactive date must coincide with, or precede, start of Services on this Agreement. A claims-made policy which is not renewed or replaced must have an extended reporting period of 2 years.

Subcontractors performing Services for Consultant must maintain limits of not less than \$1,000,000 with the same terms in this Section 3(f)(i)(4).

(5) Valuable Papers

When any designs, drawings, specifications and documents are produced or used under this Agreement, 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.

ii) **Additional Requirements**

(1) Consultant must furnish the County of Cook, Cook County, Office of the Chief Procurement Officer, 118 N, Clark St., Room 1018, 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 County Insurance Certificate Form (copy attached as Exhibit 4) or equivalent prior to Agreement award. The receipt of any certificate does not constitute agreement by the County that the insurance requirements in this 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 County to obtain certificates or other insurance evidence from Consultant is not a waiver by the County of any requirements for Consultant to obtain and maintain the specified coverages. Consultant must advise all insurers of the provisions in this Agreement 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 this Agreement, and the County retains the right to terminate this Agreement or to suspend this Agreement until proper evidence of insurance is provided.

(2) The insurance must provide for 30 days prior written notice to be given to the County in the event coverage is substantially changed, canceled or non-renewed. All deductibles or self-insured retentions on referenced insurance coverages must be borne by Consultant. Consultant agrees that insurers waive their rights of subrogation against the County of Cook, its employees, elected officials, agents or representatives.

(3) The coverages and limits furnished by Consultant in no way limit Consultant's liabilities and responsibilities specified within this Agreement or by law. Any insurance or self-insurance programs maintained by the County of Cook apply in excess of and do not contribute with insurance provided by Consultant under this Agreement.

(4) The required insurance 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.

(5) Consultant must require all Subcontractors to provide the insurance required in this Agreement, or Consultant may provide the coverages for Subcontractors. All Subcontractors are subject to the same insurance requirements as Consultant unless otherwise specified in this Agreement. If Consultant or Subcontractor desires additional coverages, the party desiring the additional coverages is responsible for its acquisition and cost.

(6) The County's Risk Management Office maintains the right to modify, delete, alter or change these requirements. "**Risk Management Office**" means the Risk Management Office, which is under the direction of the Director of Risk Management and is charged with reviewing and analyzing insurance and related liability matters for the County.

g) Indemnification

The Consultant covenants and agrees to indemnify and save harmless, but to a cumulative amount not to exceed two million dollars (\$2,000,000.00), the County and its commissioners, officials, employees, agents and representatives, and their respective heirs, successors and assigns, from and against any and all costs, expenses, attorney's fees, losses, damages and liabilities incurred or suffered directly or indirectly from or attributable to any claims arising out of or incident to the performance or nonperformance of the Contract by the Consultant, or the acts or omissions of the officers, agents, employees, contractors, subcontractors, licensees or invitees of the Consultant. The Consultant expressly understands and agrees that any Performance Bond or insurance protection required of the Consultant, or otherwise provided by the Consultant, shall in no way further limit the responsibility to indemnify the County as hereinabove provided.

h) Confidentiality and Ownership of Documents

Each party may provide to the other, and each party may come into possession of information relating to the other party's business, which is considered confidential (the "Confidential Information"). Confidential Information shall include, without limitation, all Work Product, all of Solutionary's Intellectual Property, all information marked confidential, all trade secrets of the parties (as defined under the applicable state trade secret law), and all information relating to each party's business plans and operations, products, costs, marketing statistics, all Client information, statistics, reports, data, lists, security assessments and analysis, future plans, business affairs, process information, technical information, finances, marketing plans, and pricing strategy. Notwithstanding the foregoing, the term Confidential Information shall not include information that (a) is publicly known at the time of its disclosure, (b) is lawfully received by the receiving party from a third party not under an obligation of confidentiality to the disclosing party, (c) is published or otherwise made known to the public by the disclosing party, or (d) was generated independently by the receiving party before disclosure by the disclosing party. County and Consultant acknowledge and agree that Confidential Information shall not be disclosed, directly, indirectly or by implication, or be used by either party in any way, whether during the term of this Contract or at any time thereafter, except as required or allowed by this Agreement. Additionally, Consultant shall comply with the applicable privacy laws and regulations affecting County. The Agreement itself shall not be considered confidential, and the County may post the Agreement online or otherwise disseminate the Agreement to public requestors, so that the County may promote transparency to its constituents.

Anything to the contrary notwithstanding, all methodologies, procedures, management tools, workshops, manuals, software, data files, concepts, ideas, inventions, know-how and other intellectual property Consultant has developed, created or acquired prior to or during the performance of the Services ("Consultant's Intellectual Property") are, and shall remain, the sole and exclusive property of Consultant. The County shall not have or acquire any right, claim, title or interest in or to any of Consultant's Intellectual Property. All information, materials, reports and other work product that Consultant creates or develops specifically for the County as part of the Services ("Work Product") shall be owned by the County. The County will have a right to use,

distribute, copy and create derivative works from the Services created and delivered to the County as a result of the SOW solely for the County's own internal use. Unless specified otherwise in any SOW, only the County shall be entitled to rely upon any and all Work Product (as defined above) from Consultant. For the purpose of clarity, no third party may rely in any manner on any Work Product provided to such third party by the County absent written confirmation by Consultant, and any Work Product otherwise provided to such third party is for informational purposes only. the County acknowledges that Consultant may (a) retain archival copies of any and all derivative works or Work Product and (b) may use and disclose general statistics concerning the County but only if the identity of the County is not disclosed and cannot be reasonably ascertained or inferred and only if the County has a right to receive such general statistics at no charge. Upon the request of the other party, each party shall take such actions, and shall cause its personnel to take such actions, including execution and delivery of all documents, as may be appropriate or desirable to confirm such rights.

i) Patents, Copyrights and Licenses

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

Consultant agrees to hold harmless and indemnify, but to a cumulative amount not to exceed two million dollars (\$2,000,000.00), the County, its officers, agents, employees and affiliates from and defend, at its own expense (including reasonable attorneys', accountants' and consultants' fees), any suit or proceeding brought against County based upon a claim that the ownership and/or use of equipment, hardware and software or any part thereof provided to the County or utilized in performing Consultant's services constitutes an infringement of any patent, copyright or license or any other property right.

In the event the use of any equipment, hardware or software or any part thereof is enjoined, Consultant with all reasonable speed and due diligence shall provide or otherwise secure for County, at the Consultant's election, one of the following: the right to continue use of the equipment, hardware or software; an equivalent system having the Specifications as provided in this Contract; or Consultant shall modify the system or its component parts so that they become non-infringing while performing in a substantially similar manner to the original system, meeting the requirements of this Contract.

j) Examination of Records and Audits

The County may perform, at its expense, an inspection of Consultant's records relating to the Agreement at County's Chicago County seat or via secured, electronic transfer of documents,

such security to be mutually agreeable to both parties in order to protect the security and confidentiality of information exchanged. County may perform such inspection for three years after the termination of the Agreement for the purpose of auditing Consultant's compliance with its obligations hereunder and with respect to the use and protection of the County's Confidential Information. The County's inspection shall be performed during business hours and at such times and in a manner that will minimize disruption to Consultant's business. The onsite inspection must be pre-scheduled at least 90 days in advance and the County must provide documentation detailing the requirements and specific questions Consultant will be required to answer and/or provide documentation to support at the time the request for scheduling the inspection is submitted to Consultant. The County will allow Consultant 14 days to review and respond to the questions/requirements. The County and Consultant will have 60 days to mutually agree on the questions/requirements for the inspection. The County will work with Consultant to determine and mutually agree upon the appropriate remediation actions (deliverables and due dates) as a result of the County's onsite inspection.

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

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

k) Subcontract Subcontracting or Assignment of Contract or Contract Funds

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

Prior to the commencement of the Contract, the Consultant shall identify in writing to the Chief Procurement Officer the names of any and all subcontractors it intends to use in the performance of the Contract. The Chief Procurement Officer shall have the right to, within reason,

disapprove any subcontractor. Identification of subcontractors to the Chief Procurement Officer shall be in addition to any communications with County offices other than the Chief Procurement Officer. All subcontractors shall be subject to the terms of this Contract. Consultant shall incorporate into all subcontracts all of the provisions of the Contract which affect such subcontract. Copies of subcontracts shall be provided to the Chief Procurement Officer upon request.

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

The County reserves the right to prohibit any person from entering any County facility for any reason. Such prohibition shall not itself cause Consultant to be in breach of this Agreement. All contractors and subcontractors of the Consultant shall be accountable to the Chief Procurement Officer or his designee while on any County property and shall abide by all rules and regulations imposed by the County.

ARTICLE 4) TERM OF PERFORMANCE

a) Term of Performance

This Agreement takes effect when approved by the Cook County Board ("**Effective Date**") and continue for a period of three (3) years from the Effective Date or until this Agreement is terminated in accordance with its terms, whichever occurs first.

b) Timeliness of Performance

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

ii) Neither Consultant nor Consultant's agents, employees or Subcontractors are entitled to any damages from the County, nor is any party entitled to be reimbursed by the County, for

damages, charges or other losses or expenses incurred by Consultant by reason of delays or hindrances in the performance of the Services, unless caused by the County.

c) Agreement Extension Option

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

ARTICLE 5) COMPENSATION

a) Basis of Payment

The County will pay Consultant according to the attached Exhibits for the successful completion of services.

b) Method of Payment

All invoices submitted by the Consultant shall be in accordance with the cost provisions according to the attached Exhibits. The invoices shall contain a detailed description of the Deliverables for which payment is requested. All invoices shall reflect the amounts invoiced by and the amounts paid to the Consultant as of the date of the invoice, and shall be submitted together with a properly completed County Voucher form (29A). Invoices for new charges shall not include "past due" amounts, if any, which amounts must be set forth on a separate invoice. No payments shall be made with respect to invoices which do not include the County Voucher form or which otherwise fail to comply with the requirements of this paragraph. Consultant shall not be entitled to invoice the County for any late fees or other penalties.

c) Funding

The payments under this Agreement are identified in Exhibit 2, County Pricing Schedule. Payments under this Agreement must not exceed the dollar amount shown in Exhibit 2 without a written amendment in accordance with Section 10(c).

d) Non-Appropriation

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

payment under this Agreement are exhausted. Payments for Services completed to the date of notification will be made to Consultant. No payments will be made or due to Consultant and under this Agreement beyond those amounts appropriated and budgeted by the County to fund payments under this Agreement.

e) Taxes

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

f) Price Reduction

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

g) Consultant Credits

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

ARTICLE 6) DISPUTES

Any dispute arising under the Contract between the County and Consultant shall be decided by the Chief Procurement Officer. The complaining party shall submit a written statement detailing the dispute and specifying the specific relevant Contract provision(s) to the Chief Procurement Officer. Upon request of the Chief Procurement Officer, the party complained against shall respond to the complaint in writing within five days of such request. The Chief Procurement Officer will reduce her decision to writing and mail or otherwise furnish a copy thereof to the Consultant. The decision of the Chief Procurement Officer will be final. Dispute resolution as provided herein shall be a condition precedent to any other action at law or in equity.

However, unless a notice is issued by the Chief Procurement Officer indicating that additional time is required to review a dispute, the parties may exercise their contractual remedies, if any, if no decision is made within sixty (60) days following notification to the Chief Procurement Officer of a dispute. No inference shall be drawn from the absence of a decision by the Chief Procurement Officer. Notwithstanding a dispute, Consultant shall continue to discharge all its obligations, duties and responsibilities set forth in the Contract during any dispute resolution proceeding unless otherwise agreed to by the County in writing.

ARTICLE 7) COMPLIANCE WITH ALL LAWS

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

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

ARTICLE 8) SPECIAL CONDITIONS

a) Warranties and Representations

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

- i) warrants that Consultant is appropriately licensed under Illinois law to perform the Services required under this Agreement and will perform no Services for which a professional license is required by law and for which Consultant is not appropriately licensed;
- ii) warrants it is financially solvent; it and each of its employees, agents and Subcontractors of any tier are competent to perform the Services required under this Agreement; and Consultant is legally authorized to execute and perform or cause to be performed this Agreement under the terms and conditions stated in this Agreement;
- iii) warrants that it will not knowingly use the services of any ineligible consultant or Subcontractor for any purpose in the performance of its Services under this Agreement;
- iv) warrants that Consultant and its Subcontractors are not in default at the time this Agreement is signed, and have not been considered by the Chief Procurement Officer to have, within 5 years immediately preceding the date of this Agreement, been found to be in default on any contract awarded by the County;

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

vi) represents that Consultant and, to the best of its knowledge, its Subcontractors are not in violation of the provisions of the Illinois Criminal Code, 720 ILCS 5/33E as amended, and the Illinois Municipal Code, 65 ILCS 5/11-42.1-1; and

vii) acknowledges that any certification, affidavit or acknowledgment made under oath in connection with this Agreement is made under penalty of perjury and, if false, is also cause for termination under Section 9.

viii) Consultant represents and warrants (i) the Services provided hereunder shall be performed in a professional and workmanlike manner and (ii) the use by the County of the Services or Work Product according to the terms of this Agreement shall not infringe a U.S. patent or U.S. copyright of any third party granted as of the Effective Date or other third party intellectual property rights. EXCEPT AS STATED IN THIS AGREEMENT OR ANY SOW, CONSULTANT DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. CONSULTANT DOES NOT WARRANT THAT THE SERVICES WILL DETECT ALL VULNERABILITIES OR WILL BE ERROR FREE, THAT ALL DEFICIENCIES, ERRORS, DEFECTS OR NONCONFORMITIES WILL BE CORRECTED, OR THAT THE SERVICES WILL MEET ANYTHING OTHER THAN CLIENT'S SPECIFIC REQUIREMENTS DEFINED WITHIN A SOW. Notwithstanding anything herein to the contrary, Consultant makes no warranties with respect to any portion of any deliverable developed or modified by the County or by any third party, including any third party software, hardware or other third party products.

b) Ethics

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

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

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

c) Joint and Several Liability

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

d) Business Documents

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

e) Conflicts of Interest

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

ii) Consultant covenants that it, and to the best of its knowledge, its Subcontractors if any (collectively, "**Consulting Parties**"), presently have no direct or indirect interest and will not acquire any interest, direct or indirect, in any project or contract that would conflict in any manner or degree with the performance of its Services under this Agreement.

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

iv) The Consultant further covenants that, in the performance of this Agreement, no person having any conflicting interest will be assigned to perform any Services or have access to any

confidential information, as defined in Section 3(h) of this Agreement. If the County, by the Chief Procurement Officer in his reasonable judgment, determines that any of Consultant's Services for others conflict with the Services Consultant is to render for the County under this Agreement, Consultant must terminate such other services immediately upon request of the County.

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

f) Non-Liability of Public Officials

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

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

a) Events of Default Defined

The following constitute events of default:

i) Any material misrepresentation, whether negligent or willful and whether in the inducement or in the performance, made by Consultant to the County.

ii) Consultant's material failure to perform any of its obligations under this Agreement including the following:

(a) Failure due to a reason or circumstances within Consultant's reasonable control to perform the Services with sufficient personnel and equipment or with sufficient material to ensure the performance of the Services;

(b) Failure to perform the Services in a manner reasonably satisfactory to the Chief Procurement Officer or inability to perform the Services satisfactorily as a result of insolvency, filing for bankruptcy or assignment for the benefit of creditors;

(c) Failure to promptly re-perform within a reasonable time Services that were rejected as erroneous or unsatisfactory;

(d) Discontinuance of the Services for reasons within Consultant's reasonable control; and

(e) Failure to comply with any other material term of this Agreement, including the provisions concerning insurance and nondiscrimination.

iii) Consultant shall not have the right to assign this Agreement or any SOW to any third party without the County's prior written consent except via a merger, acquisition or sale of substantially all of the assets of Consultant, in which case consent shall be automatic and notice shall be provided to the County in a commercially reasonable manner, provided however, that if there is a merger, acquisition or sale, the successor corporation must meet and shall agree to comply with all requirements set forth in the Cook County Procurement Code. Subject to the foregoing, this Agreement and any SOW shall be binding upon and inure to the benefit of the parties hereto and their permitted successors and assigns.

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

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

b) Remedies

The occurrence of any event of default permits the County, at the County's sole option, to declare Consultant in default. The Chief Procurement Officer will give Consultant an opportunity to cure the default within a certain period of time, which period of time must not exceed 30 days, unless extended by the Chief Procurement Officer.

The Chief Procurement Officer will give Consultant written notice of the default, in the form of a cure notice ("**Cure Notice**"). If The Chief Procurement Officer may give a Default Notice if Consultant fails to effect a cure within the cure period given in a Cure Notice. When a Default Notice with intent to terminate is given as provided in this Section 9.b and Article 11, Consultant must discontinue any Services, unless otherwise directed in the notice, and deliver all materials accumulated in the performance of this Agreement, whether completed or in the process, to the County., and the decision to terminate is final and effective upon giving the notice. After giving a Default Notice, the County may invoke any or all of the following remedies:

i) The right to take over and complete the Services, or any part of them, at Consultant's expense and as agent for Consultant, either directly or through others, and bill Consultant for the

cost of the Services, but to a cumulative amount not to exceed the amount paid to Consultant by the County for services deemed to be in Default, and Consultant must pay the difference between the total amount of this bill and the amount the County would have paid Consultant under the terms and conditions of this Agreement for the Services that were assumed by the County as agent for the Consultant under this Section 9b;

- ii) The right to terminate this Agreement as to any or all of the Services yet to be performed effective at a time specified by the County;
- iii) The right of specific performance, an injunction or any other appropriate equitable remedy;
- iv) The right to money damages;
- v) The right to withhold all or any part of Consultant's compensation under this Agreement;
- vi) The right to consider Consultant non-responsible in future contracts to be awarded by the County.

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

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

c) Early Termination

In addition to termination under Sections 9(a) and 9(b) of this Agreement, the County may terminate this Agreement, or all or any portion of the Services to be performed under it, at any time by a notice in writing from the County to Consultant. The County will give notice to Consultant in accordance with the provisions of Article 11. The effective date of termination will be the date the notice is received by Consultant or the date stated in the notice, whichever is later. If the County elects to terminate this Agreement in full, all Services to be provided under it must cease and all materials that may have been accumulated in performing this Agreement, whether completed or in the process, must be delivered to the County effective 10 days after the date the notice is considered received as provided under Article 11 of this Agreement (if no date is given) or upon the effective date stated in the notice.

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

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

d) Suspension

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

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

e) Right to Offset

i) In connection with performance under this Agreement:

The County may offset any excess costs incurred, but to a cumulative amount not to exceed two million dollars (\$2,000,000.00):

- (i) if the County terminates this Agreement for default or any other reason resulting from Consultant's performance or non-performance;
- (ii) if the County exercises any of its remedies under Section 9 of this Agreement; or
- (iii) if the County has any credits due or has made any overpayments under this Agreement.

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

f.) Delays

Consultant agrees that no charges or claims for damages shall be made by Consultant for any delays or hindrances from any cause whatsoever during the progress of any portion of this Contract, except those delay caused by the County.

g.) Prepaid Fees

In the event this Contract is terminated by either party, for cause or otherwise, and the County has prepaid for any Deliverables, Consultant shall refund to the County, on a prorated basis to the effective date of termination, all amounts prepaid for Deliverables not actually provided as of the effective date of the termination. The refund shall be made within forty-five (45) days of the effective date of termination.

ARTICLE 10) GENERAL CONDITIONS

a) Entire Agreement

i) General

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

ii) No Collateral Agreements

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

iii) No Omissions

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

b) Counterparts

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

c) Modifications and Amendments

The parties may from time to time during the term of the Contract make modifications and amendments to the Contract but only as provided in this section. Such modifications and amendments shall only be made by mutual agreement in writing. Modifications and amendments which individually or cumulatively result in additional cost of \$150,000.00 or greater or which extend the term of the Contract by a year (365) days or more shall not be deemed as authorized without the approval of the Cook County Board of Commissioners. Modifications and amendments which increase cost by less than \$150,000.00 or which do not extend the term of the Contract by more than a year (365) days may be made with the written approval of the Chief Procurement Officer.

Subject to the foregoing, the Chief Procurement Officer may, by written order, make changes with respect to the dates of delivery and places of performance of the Contract, provided that any such changes shall not increase the Contract price or the time required for Contract

performance.

Consultant is hereby notified that, except for modifications and amendments which are made in accordance with this Section 10(c), Modifications and Amendments, no County department or employee thereof has authority to make any modification or amendment to this Contract.

d) Governing Law and Jurisdiction

This Contract shall be governed by and construed under the laws of the State of Illinois. The Consultant irrevocably agrees that, subject to the County's sole and absolute election to the contrary, any action or proceeding in any way, manner or respect arising out of the Contract, or arising from any dispute or controversy arising in connection with or related to the Contract, shall be litigated only in courts within the Circuit Court of Cook County, State of Illinois, and the Consultant consents and submits to the jurisdiction thereof. In accordance with these provisions, Consultant waives any right it may have to transfer or change the venue of any litigation brought against it by the County pursuant to this Contract.

e) Severability

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

f) Assigns

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

g) Cooperation

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

h) Waiver

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

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

i) Independent Contractor

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

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

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

j) Governmental Joint Purchasing Agreement

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

ARTICLE 11) NOTICES

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

If to the County: Cook County Bureau of Technology
69 W. Washington St., Suite 2700
Chicago, Illinois 60602
Attention: Chief Information Security Officer

and

COOK COUNTY CHIEF PROCUREMENT OFFICER
118 North Clark Street. Room 1018
Chicago, Illinois 60602
(Include County Contract Number on all notices)

If to Consultant: Solutionary, Inc.
9420 Underwood Ave.
Omaha, NE 68114
Attention: Legal Department

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

ARTICLE 12) AUTHORITY

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

**ECONOMIC DISCLOSURE STATEMENT
AND EXECUTION DOCUMENT
INDEX**

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

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

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

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

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

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

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

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

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

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

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

"Lobbyist" means any person or entity who lobbies.

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

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

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

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

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

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

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

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

MBE/WBE UTILIZATION PLAN (SECTION 1)

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

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

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

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

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

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

MBE/WBE Firm: _____

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)**

Solutionary will not utilize any subcontractors or suppliers in the performance of the proposed services.

C. GOOD FAITH EFFORTS TO OBTAIN MBE/WBE PARTICIPATION

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

D. OTHER RELEVANT INFORMATION

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

CERTIFICATIONS (SECTION 4)

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

A. PERSONS AND ENTITIES SUBJECT TO DISQUALIFICATION

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

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

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

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

B. BID-RIGGING OR BID ROTATING

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

C. DRUG FREE WORKPLACE ACT

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

D. DELINQUENCY IN PAYMENT OF TAXES

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

E. HUMAN RIGHTS ORDINANCE

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

F. ILLINOIS HUMAN RIGHTS ACT

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

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

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

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

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

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

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

REQUIRED DISCLOSURES (SECTION 5)

1. DISCLOSURE OF LOBBYIST CONTACTS

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

Name	Address
------	---------

None _____

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

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

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

Yes: _____ No: X

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

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

Yes: _____ No: X

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

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

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

4. REAL ESTATE OWNERSHIP DISCLOSURES.

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

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

PERMANENT INDEX NUMBER(S): _____

(ATTACH SHEET IF NECESSARY TO LIST ADDITIONAL INDEX NUMBERS)

OR:

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

5. EXCEPTIONS TO CERTIFICATIONS OR DISCLOSURES.

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

N/A

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

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 Solutionary, Inc. D/B/A: N/A EIN NO.: 27-4851723

Street Address: 9420 Underwood Ave, 3rd Floor

City: Omaha State: NE Zip Code: 68114

Phone No.: 402-361-3000

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
Steve and Sheri Idelman	9420 Underwood Ave, Omaha NE 68114	19%
J. Stavely and Ellen Wright	9420 Underwood Ave, Omaha NE 68114	23%
Clearlake Capital Partners	233 Wilshire Blvd., Suite 800 Santa Monica, CA 90401	35%

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

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.

Matthew R. McKain
 Name of Authorized Applicant/Holder Representative (please print or type)

 Signature

Chief Financial Officer
 Title
 2-27-2013
 Date

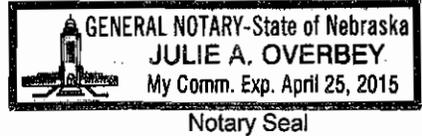
legal@solutionary.com
 E-mail address

402-361-3000
 Phone Number

Subscribed to and sworn before me this 28 day of Feb, 2013.

My commission expires: APRIL 25, 2015

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.

SWORN FAMILIAL RELATIONSHIP DISCLOSURE FORM

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

Name of Owner/Employee: _____ Title: _____

Business Entity Name: Solutionary, Inc. Phone: 402-361-3000

Business Entity Address: 9420 Underwood Ave, 3rd Floor, Omaha NE 68114

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

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

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

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

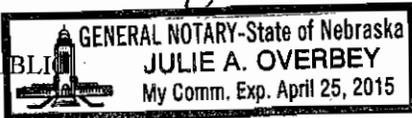
To the best of my knowledge and belief, the information provided above is true and complete.

Matthew R. McKain 02/27/2013 _____
Owner/Employee's Signature Date
Matthew R. McKain, CFO

Subscribe and sworn before me this 27 Day of February, 2013

a Notary Public in and for Douglas County

Julie A. Overbey
(Signature)



NOTARY PUBLIC SEAL My Commission expires April 25, 2015

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

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

SIGNATURE BY A SOLE PROPRIETOR
(SECTION 6)

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

BUSINESS NAME: _____

BUSINESS ADDRESS: _____

BUSINESS TELEPHONE: _____ FAX NUMBER: _____

FEIN/SSN: _____

COOK COUNTY BUSINESS REGISTRATION NUMBER: _____

SOLE PROPRIETOR'S SIGNATURE: _____

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: Solutionary, Inc. _____

BUSINESS ADDRESS: 9420 Underwood Ave, 3rd Floor, Omaha, NE 68114 _____

BUSINESS TELEPHONE: 402-361-3045 _____ FAX NUMBER: 402-361-3100 _____

CONTACT PERSON: Matthew R. McKain _____

FEIN: 27-4581723 _____ *IL CORPORATE FILE NUMBER: 68582091 _____

LIST THE FOLLOWING CORPORATE OFFICERS:

CEO: Steven A. Idelman

COO: Sheri Idelman

PRESIDENT: Michael Hrabik _____

VICE PRESIDENT: Christopher Rehberg _____

SECRETARY: Matthew R. McKain _____

TREASURER: Matthew R. McKain _____

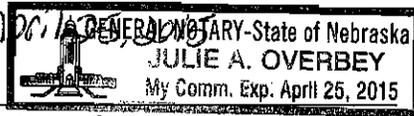
**SIGNATURE OF PRESIDENT: Michael Hrabik _____

ATTEST: [Signature] _____ (CORPORATE SECRETARY)

Subscribed and sworn to before me this

27 day of February, 2013.

[Signature]
Notary Public Signature

My commission expires: April 25, 2013

Notary Seal

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

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