

### Work Order Request Form

Work Order 074

<b>Work Order Title:</b>	CRIMES DB2 Communication Server replacements		
<b>Client:</b>	Cook County JJB	<b>Project ID:</b>	CCSA00701
<b>Client Requestor:</b>	Cathy Duco	<b>Issuer:</b>	Gordon Harris
<b>Request Date:</b>	3/12/2012	<b>Date Issued:</b>	3/21/2013

Work Order Type:			
<b>X</b>	Hardware		Documents/forms (AUTOGEN)
	Software – Requirements		Reports (Crystal Report template)
	Software – Design		Training
	Software - Implementation	Other:	Ticket No.: 14338

**Work Order Description:**

For Ciber DB2 DBA and project management services to assist COOK JJB with the migration of the CRIMES DB2 Communication Servers COMM1 and COMM2, currently running Windows Server 2000, to new servers, COMM3 and COMM4, running Windows Enterprise Server 2008 R2 64-bit.

**In Scope:**

1. Install, configure and document installation and configuration for following software:
  - Oracle Client 11i Release 11.2.0, and ODBC connection to Oracle CPD Database (CLEARDW).
  - DB2 Connect version 9.7 supporting DB2 version 5 thru 9 databases, and ODBC connections to CRIMES Test and Production databases and JEMS database (DSNT, DSNP, CJEPDDTA).
2. Install following software required for on-going Ciber support purposes:
  - IBM Data Studio Version 3.1.1, including installation on Developer workstation
  - WinSQL version 9.0.107.624
  - SQL Developer version 3.0.04 (or later if available at time of installation)
3. Configure and test the Email webservice on COMM4. This has already been installed on COMM3, but will require reconfiguration on COMM4 once COMM3 image applied.
4. Copy CRIMES executables, interface executables, batch scripts and related folders from COMM1 to identical folder locations on COMM3.
5. Review, update as necessary for Oracle Home and local drive changes on new server, and test 8 batch scripts. Set up and test 14 scheduled tasks on COMM3. Scheduled tasks are to be disabled on COMM4 server.
6. Configure development workstation with latest stored procedure development tool.
7. Perform basic post-migration test of CRIMES prior to client acceptance testing from COMM3 server. Testing will be limited to one test case, repeated for DSNT and DSNP:
  - Test Case 1:
    - Find a Delinquency case using the Find feature and open case in Case Update window,
    - Navigate to all tabs on Case Update window for the case,
    - Close case and exit CRIMES.
8. Perform basic post-migration testing of CRIMES prior to client acceptance testing from a client workstation. Testing will be limited to one test case, repeated for both DSNT and DSNP:
  - Test Case 1:
    - Create a new Delinquency case, entering minimum information required for case creation,

- Find the new Delinquency case using the Find feature and open case in Case Update window,
- Navigate to all tabs on Case Update window for the new case. One each tab, create one new record if functionality available to do so, save and then update data. Select two popup windows and add and save, update and save, and delete and save up to 2 records in each data window for chosen popup.
- Delete the new case.

Ciber will install and configure software on the COMM3 server first. Once installation and configuration is complete, and the COMM3 server installation has been tested and accepted by client, SAO MIS staff will take an image of the COMM3 server and use that image to initially set up the COMM4 server. Ciber will then make any configuration changes applicable to COMM4 as necessary once SAO MIS staff have certified the image on COMM4.

### Out of scope:

1. Installation of OS/hardware updates, anti-virus software, and other server specific software by Ciber personnel that is not required for CRIMES or CRIMES interfaces.
2. Licensing costs. Client is responsible for obtaining and providing appropriate licenses for DB2 Connect software and any other software requiring such installed on the COMM Servers.
3. Installation of following software and application due to incompatibility with changed business needs:
  - Groupwise Client
  - CRIMES Event Monitor ApplicationClient no longer uses Groupwise and the CRIMES Event Monitor only interfaces with Groupwise. The Event monitor has not been used since it was originally delivered and will need to be rewritten to interface with Outlook.
4. JEMS FTP setup and testing. Client will set up FTP site as per COM1 and coordinate with JEMS to update location to deposit JEMS petitions to if IP Address of new server will be different.
5. Scheduling of backups and server backups. If needed, this will be performed by SAO MIS staff..
6. Updates to mainframe database or mainframe server OS to support the newer version of DB2 Connect. Updates will be performed by BITA per direction supplied by Ciber's DB2 DBA.
7. Installation of the latest DB2 Connect software version that would provide Full DB2 Version 10 compatibility at such time that client updates the mainframe CRIMES database to DB2 version 10. The latest DB2 Connect software does not support connections to the DB2 version used for the JEMS database (DB2 V5 R4), so an earlier version of DB2 Connect that supports both the JEMS database DB2 version and current CRIMES database DB2 version (v8), and possible update of CRIMES to DB2 Version 10, will be installed instead. This means that any new database functionality introduced for DB2 version 10 might not be available for use by CRIMES, but it is expected there would be no issues running CRIMES with the proposed DB2 Connect version installed. However, Ciber cannot guarantee that there will not be issues with CRIMES when the CRIMES database is updated to DB2 Version 10, and therefore considers any DB2 version 10 upgrade out-of-scope as well, as functionality would be evaluated at the time of such upgrade effort.
8. Any work that is not specifically mentioned in the In-scope section is considered Out-of-Scope for this Work Order request.

Client requestor shall perform following:

1. Perform thorough verification of CRIMES (Test and Production environments), including document generation.
2. Perform JEMS testing (Test and Production).

3. Perform CPD Interface tests (Test and Production).
4. Take image of COMM3 server once installation complete, tested and accepted by client requestor and restore to COMM4 server.

### Description of Impact:

### Notes & Conditions:

This Work Order Request is to be completed and in the test environment by January 31, 2014. The exact schedule for migration tasks will be determined at project start, with first migration scheduled as soon as possible after official project start.

Client will perform any required OS or hardware updates prior to the commencement of this project.

Client will provide a permanent local administrator/power user account with a non-expiring password which will be used for scheduling tasks in MS Task Scheduler, as currently set up on COMM1.

Client will provide Ciber personnel with an account with full Administration privileges to server prior to the start of project and for the duration of project. Said Ciber account shall be retained after project completion with minimum level of Power User privilege to provide on-going support.

Client will ensure availability of BITA DB2 DBA to assist with any database mainframe updates if required. This includes availability outside of normal client business hours.

This Work Order Request does not include On-Site installation. All work will be conducted by Ciber employees remotely via VPN, using a remote desktop connection. Cook JJB technical staff shall be available to resolve VPN/connectivity issues within 1 hour of problem being reported, and shall be available outside of normal client business hours to respond within 2 hours of problem being reported.

### Risks Identified:

1. Network access thru firewalls to Chicago Police Department's Data warehouse. Network connectivity concerns shall be evaluated and corrected by SAO MIS staff prior to project commencement.
2. Chosen version of DB2 Connect software may turn out not to be compatible with JEMS database DB2 version 5 release 4, resulting in need for CIBER to remove the version installed as stated by this Work Order and choose another earlier version to install on the new COMM server.
3. Imaging is not effective as a method for initially configuring COMM4. MIS Staff should ensure that COMM4 hardware is similar to COMM3 hardware to minimize this risk.
4. Network, VPN or server problems resulting in loss of connectivity during critical installation activities. Client resources shall be readily available to resolve.

Mitigation for all the above risks will be the responsibility of Client Requestor.

### Time & Material Work

In the event this Work Order Request is cancelled before any or all of the services are complete, Ciber will present an invoice to Client Requestor for all hours worked that were completed. Work Order Request work will be billed as a T&M cost at a rate of \$150 per hour, provided however that the T&M shall not exceed the not to exceed fee set forth below.



**EXHIBIT A**

Client Requestor has procured **\$21,450.00** towards the completion of this Work Order Request. Billing for this effort is **not to exceed** this amount. .

**Acceptance Management**

A Deliverable/Service Acceptance Form will be sent to Client Requestor shortly after final communication that server setup activities have been completed. Work Order Request will be accepted or rejected by Client Requestor as complete within 10 business days from the receipt of the Deliverable/Service Acceptance Form by returning the form to Ciber, signed and indicating acceptance or reason for rejection. As well, Client Requestor agrees to review and close any issue(s) related to this Work Order in CIBERTrack, as issue passes acceptance, within this time frame. If defects related to service are found, Client Requestor shall document such defect in the related CIBERTrack issue and REOPEN the issue. The 10 day acceptance period will restart upon delivery of build or fix to client production environment that addresses noted defects.

If the Client Requestor does not accept or reject the deliverable or service within 10 business days from the receipt of the Deliverable/Service Acceptance Form and does not communicate a reasonable timeframe in which a decision will be made, the deliverable will be considered accepted, and Ciber will close any related CIBERTrack tickets that are still open.

**Cost:**

**\$21,450.00 Fixed Price**

**EXHIBIT B**  
**Ciber, Inc.**  
**Agreement for Consulting Services**

Ciber, Inc. ("Ciber")  
6343 S. Fiddler's Green Circle, #1400  
Greenwood Village, CO 80111

**Juvenile Justice Bureau of the Cook County State's Attorney's Office ("Customer")**  
**Cathy Duco, Office Manager**  
**2245 W. Ogden, 6th floor**  
**Chicago, IL 60612**

**AND**

**Cook County Procurement Office**  
**Attention: Chief Procurement Officer**  
**118 N. Clark, Ste 1018**  
**Chicago, IL 60602**

The Customer and Ciber agree to the terms of this Agreement for Consulting Services (the "Agreement") as of the date County issues a Purchase Order for the services described in Work Order 074.

*Services*

This Agreement shall cover services performed and deliverables provided by Ciber consulting personnel as more specifically set forth in the Work Order 074 attached hereto and incorporated herein by this reference.

*Term*

This Agreement is effective from the date on which it is accepted by Ciber and shall remain in force until January 31, 2014.

*Charges*

The Customer shall pay all charges for these services in accordance with the "not to exceed amount" set forth in the Work Order 074. Except for partial payment for services rendered arising solely from the cancellation of the Work Order 074 by the Customer, payment for services rendered is conditioned upon the Work Order being completed and accepted by the Customer by or before January 31, 2014 and charges shall not be invoiced for services rendered until said services have been accepted by the Customer.

*Control and Supervision*

Customer tasks on which Ciber personnel assist shall remain under the supervision, management, and control of the Customer provided that in all events Ciber is and remains an independent contractor. Nothing in this Agreement will be construed to make Ciber or Customer partners, joint venturers, principals, agents, or employees of the other. No officer, director, employee, agent, affiliate, or contractor employed by Ciber to perform work on Customer's behalf under this Agreement will be deemed to be an employee, agent, or contractor of Customer.

*Confidentiality*

Ciber will instruct its personnel to use reasonable care, with no less care than Ciber uses with its own information, to keep confidential all non-public technical or business information relating to the Customer's business that is clearly marked confidential. Ciber is not required to keep confidential any data which is or becomes publicly available, is already in Ciber's possession, is independently developed by Ciber outside the scope of this Agreement, or is rightfully obtained from third parties. Ciber shall not be required to keep confidential any ideas, concepts, know-how, or techniques relating to data processing submitted to Ciber or developed during the course of this Agreement by Ciber personnel or jointly by Ciber and Customer personnel.

*Rights in Data*

All original written material including deliverables, programs, tapes, listings, and other programming documentation originated and prepared for the Customer pursuant to this Agreement shall belong exclusively to Customer. The ideas, concepts, know-how, or techniques relating to data processing, developed during the course of this Agreement by Ciber personnel or jointly by Ciber and Customer personnel shall be treated as follows: (a) if made by Customer personnel, it shall be the property of the Customer; (b) if made by Ciber personnel, it shall be the property of Ciber and Ciber grants to the Customer a non-exclusive, irrevocable, and royalty-free license throughout the world; (c) if made jointly by personnel of Ciber and the Customer, it shall be jointly owned without accounting.

This Agreement shall not preclude Ciber from developing materials which are competitive, irrespective of their similarity, to materials which might be delivered to the Customer pursuant to this Agreement.

*Personnel*

Ciber personnel provided to the Customer under this Agreement may perform similar services from time to time for others. This Agreement shall not prevent Ciber from performing such similar services or restrict Ciber from using the personnel provided to the Customer under this Agreement. Ciber will make every effort consistent with sound business practices to honor the specific requests of the Customer with regard to the assignment of its employees; however, Ciber reserves the sole right to determine the assignment of its employees. The Customer and Ciber agree that they will not, during the term of this Agreement nor for a period of one year after its termination, solicit for employment or employ, whether as employee or independent contractor, each other's employees without written consent.

#### *Limitation of Liability*

The Customer agrees that Ciber's liability hereunder for damages, regardless of the form of action, shall not exceed the total amount paid for those services under the Work Order 074 giving rise to the damages. This shall be the Customer's exclusive remedy.

NEITHER PARTY SHALL BE LIABLE BEYOND THE TOTAL AMOUNT PAID FOR SERVICES UNDER WORK ORDER 074 FOR 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, CONTRACT, WARRANTY, TORT, NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER THEORY EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

No action, regardless of form, arising out of the services under this Agreement, may be brought by either party more than one year after the cause of action has accrued, except that an action for nonpayment may be brought within one year of the date of last payment.

**Ciber does not make any express or implied warranties, including, but not limited to, the implied warranties of merchantability and fitness for a particular purpose.**

#### *General*

Notwithstanding anything to the contrary set forth in the Purchase Order, the Parties expressly agree that Ciber will not have any duty or obligation to indemnify the Customer.

Any modification to or waiver to of this Agreement is effective only if it is in writing and signed by both parties. All notices for parties shall be sent to the addresses set forth on the first page, and additionally, notices to Ciber shall also go to Ciber Legal Department, 6363 S. Fiddler's Green Circle, Suite 1400, Greenwood Village, Colorado 80111 Attn: Legal Department.

The term "this Agreement" as used herein includes any future written amendments, modifications, or supplements made in accordance herewith. All Work Orders may be revised by mutual written agreement.

***The Customer acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms, and further agrees that it is the complete and exclusive statement of the agreement between the parties, which supersedes all proposals oral or written and all other communications between the parties relating to the subject matter of this Agreement.*** The Agreement will be governed by the laws of the State of Illinois. Ciber 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 this Agreement, or arising from any dispute or controversy arising in connection with or related to the Agreement, shall be litigated only in courts within the Circuit Court of Cook County in the City of Chicago, County of Cook, State of Illinois, and the Contractor consents and submits to the jurisdiction thereof. In accordance with these provisions, Ciber 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. Each party agrees to waiver of jury trial.

**ECONOMIC DISCLOSURE STATEMENT AND  
EXECUTION DOCUMENT INDEX**

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



**4. REAL ESTATE OWNERSHIP DISCLOSURES.**

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

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

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

\_\_\_\_\_  
\_\_\_\_\_  
**(ATTACH SHEET IF NECESSARY TO LIST ADDITIONAL INDEX NUMBERS)**

**OR:**

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

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

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

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

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

# COOK COUNTY DISCLOSURE OF OWNERSHIP INTEREST STATEMENT

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

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

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

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

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

This Disclosure of Ownership Interest Statement must be submitted by :

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

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

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

This Statement is an:  Original Statement or  Amended Statement

## Identifying Information:

Name Ciber, Inc. D/B/A: \_\_\_\_\_ EIN NO.: 38-2046833

Street Address: 6363 South Fiddler's Green Circle, Suite 1400

City: Greenwood Village State: CO Zip Code: 80111

Phone No.: 303-220-0100

## 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
See Ownership Interest Declaration – Attachment 1		

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

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

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

Name	Address	Percentage of Beneficial Interest	Relationship

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

- [ X ] 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.

CHRISTIAN MEEGER ; CABER, Inc.  
 Name of Authorized Applicant/Holder Representative (please print or type)

*Christian Meeger*  
 Signature

cmeeger@ciber.com  
 E-mail address

SVP, Corporate Finance  
 Title

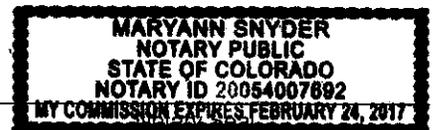
08/26/2013  
 Date

303-267-3857  
 Phone Number

Subscribed to and sworn before me  
 this 26<sup>th</sup> day of AUGUST, 2013

My commission expires:

x *Maryann Snyder*  
 Notary Public Signature





**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: Ciber, Inc

BUSINESS ADDRESS: 6363 South Fiddler's Green Circle, Suite 1400, Greenwood Village, Colorado 80111

BUSINESS TELEPHONE: 303-220-0100 FAX NUMBER: 303-220-7100

CONTACT PERSON: Christian Mezger - Senior Vice President of Corporate Finance

FEIN: 38-2046833 \*IL CORPORATE FILE NUMBER: \_\_\_\_\_

**LIST THE FOLLOWING CORPORATE OFFICERS:**

**Executive Officers**

- David C. Peterschmidt ..... President, Chief Executive Officer, and Director
- Claude J. Pumilia ..... Executive Vice President, Chief Financial Officer, and Treasurer
- Richard Genovese ..... Executive Vice President and Chief Operating Officer
- Anthony Fogel ..... Senior Vice President and Chief Human Resources Officer
- Robert Bruce Douglas ..... Senior Vice President and General Manager, North America

PRESIDENT: \_\_\_\_\_ VICE PRESIDENT: \_\_\_\_\_

SECRETARY: \_\_\_\_\_ TREASURER: \_\_\_\_\_

\*\*SIGNATURE OF PRESIDENT: *Christian Mezger*

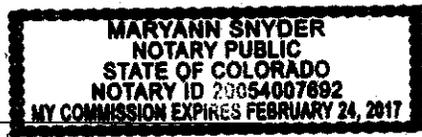
ATTEST: *[Signature]* (CORPORATE SECRETARY)

Subscribed and sworn to before me this  
26<sup>th</sup> day of AUGUST, 2013.

X *Maryann Snyder*  
Notary Public Signature

My commission expires:

2-24-17



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.

**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.

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- Robert Bruce Douglas ..... Senior Vice President and General Manager, North America

PRESIDENT: \_\_\_\_\_ VICE PRESIDENT: \_\_\_\_\_

SECRETARY: \_\_\_\_\_ TREASURER: \_\_\_\_\_

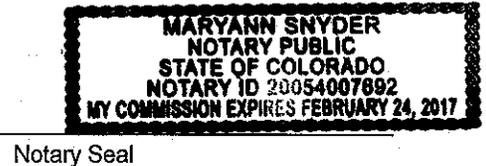
\*\*SIGNATURE OF PRESIDENT: *Christian Mezger*

ATTEST: *[Signature]* (CORPORATE SECRETARY)

Subscribed and sworn to before me this  
26<sup>TH</sup> day of AUGUST, 2013.

X *Maryann Snyder*  
Notary Public Signature

My commission expires:  
2-24-17



\* 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.

**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.

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BUSINESS ADDRESS: 6363 South Fiddler's Green Circle, Suite 1400, Greenwood Village, Colorado 80111

BUSINESS TELEPHONE: 303-220-0100 FAX NUMBER: 303-220-7100

CONTACT PERSON: Christian Mezger - Senior Vice President of Corporate Finance

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- Anthony Fogel . . . . . Senior Vice President and Chief Human Resources Officer
- Robert Bruce Douglas . . . . . Senior Vice President and General Manager, North America

PRESIDENT: \_\_\_\_\_ VICE PRESIDENT: \_\_\_\_\_

SECRETARY: \_\_\_\_\_ TREASURER: \_\_\_\_\_

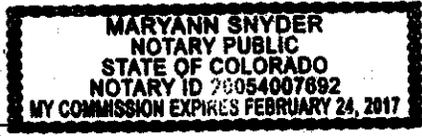
\*\*SIGNATURE OF PRESIDENT: *Christian Mezger*

ATTEST: *[Signature]* (CORPORATE SECRETARY)

Subscribed and sworn to before me this  
26<sup>th</sup> day of AUGUST, 2013.

x *Maryann Snyder*  
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**Attachment 1- 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
Bobby G. Stevenson	5251 DTC Parkway, Suite 285, Greenwood Village, Colorado 80111	8.43%
Black Rock, Inc.	40 East 52nd Street, New York, NY 10022	7.72%
Invesco Ltd.	1555 Peachtree Street NE, Atlanta, GA 30309	9.14%
McClain Value Management LLC, Phillip C. McClain and Joseph W. Donaldson	175 Elm Street, New Canaan, CT 06840	6.66%
Robeco Investment Management, Inc.	One Beacon Street, Boston, MA 02108	6.14%
The Vanguard Group	100 Vanguard Blvd., Malvern, PA 19355	5.42%
All directors and executive officers as a group (13 persons)	6363 South Fiddler's Green Circle, Suite 1400, Greenwood Village, Colorado 80111	11.41%