



PROFESSIONAL SERVICES AGREEMENT

FOR

DIVERSITY MANAGEMENT SYSTEM

CONTRACT NO. 1390-12818

BETWEEN



**COOK COUNTY GOVERNMENT
OFFICE OF CONTRACT COMPLIANCE**

and

ASKREPLY, INC. D/B/A B2GNOW

PROFESSIONAL SERVICES AGREEMENT

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- Exhibit 1 Scope of Services and Schedule of Compensation (includes Attachments A & B)
- Exhibit 2 Evidence of Insurance
- Exhibit 3 Contractor's Security Management Plan
- Exhibit 4 Supplemental Access & Security Controls (from Contractor's Chicago agreement)
- Exhibit 5 Service Level Agreement

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 AskReply, Inc., doing business as a Corporation of the State of Arizona, hereinafter referred to as "Contractor," on this 26th day of July, 2013, and effective on this same date.

BACKGROUND

WHEREAS, the Office of Contract Compliance of Cook County Government is authorized and required to certify and ensure the participation in County contracts of various commercial entities, including minority, woman, and veteran-owned enterprises; and

WHEREAS, as a tool for better ensuring the comprehensive, effective, and meaningful implementation of relevant law, ordinances, policies, and practices associated with said certification and participation, including but not limited to those set forth in the Cook County Minority- and Women-Owned Business Enterprise General Ordinance and policies and procedures promulgated thereunder, the County intends to purchase and Contractor intends to deliver and support an enterprise-wide information and document collection, management, enforcement, reporting, and outreach system;

NOW, THEREFORE, the County and Contractor 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 herein.

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 identified in Exhibit 1, 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 Contractor is authorized to perform those Additional Services and before the County is liable to pay for those Additional Services.

"Agreement" means this Professional Services Agreement, including all exhibits attached hereto and incorporated herein 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 or her behalf.

"Department" means the Cook County Using Department.

"Services" means, collectively, the services, duties and responsibilities described in Exhibit 1 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 Contractor contracts to provide any part of the Services, including subcontractors and subContractors of any tier, suppliers and materials providers, whether or not in privity with Contractor.

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 stated otherwise.

vii) To the extent that there are inconsistencies between the terms and conditions set forth in this Professional Services Agreement and the supplemental terms and conditions set forth in Exhibit 1, Scope of Services, concerning the scope of services, the supplemental terms and conditions set forth in Exhibit 1, Scope of Services, shall govern and control. In all other instances, this Agreement 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.

c) Incorporation of Exhibits

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

- Exhibit 1 Scope of Services and Schedule of Compensation (includes Attachment A & B)
- Exhibit 2 Evidence of Insurance
- Exhibit 3 Contractor's Security Management Plan
- Exhibit 4 Supplemental Access & Security Controls (from Contractor's Chicago agreement)
- Exhibit 5 Service Level Agreement

ARTICLE 3) DUTIES AND RESPONSIBILITIES OF CONTRACTOR

a) Scope of Services

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

b) Deliverables

In carrying out its Services, Contractor must prepare or provide to the County various Deliverables. "**Deliverables**" include work product, such as written reviews, recommendations, reports and analyses, produced by Contractor for the County as described Exhibit 1, Scope of Services.

The County may reasonably reject Deliverables that do not include relevant information or data, or do not include all documents or other materials specified in this Agreement. If the County determines that Contractor has failed to comply with the foregoing standard, it has 30 days from the discovery to notify Contractor of its failure. If Contractor 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 Contractor of its commitments under this Agreement.

c) Standard of Performance

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

Contractor shall ensure 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. Contractor shall provide copies of any such licenses. Contractor remains responsible for the professional and technical accuracy of all Services or Deliverables furnished, whether by Contractor or its Subcontractors or others on its behalf. All Deliverables shall be prepared in a form and content satisfactory to the Department and delivered in a timely manner consistent with the requirements of this Agreement.

If Contractor fails to comply with the foregoing standards, Contractor shall 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 Contractor 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 Contractor either under this Agreement, at law or in equity.

d) Personnel

i) Adequate Staffing

Contractor shall, 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. Contractor shall include among its staff the Key Personnel and positions as identified below. The level of staffing may be revised from time to time by notice in writing from Contractor 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 shall be considered accepted by the County.

ii) **Key Personnel**

Contractor shall not reassign or replace Key Personnel without the written consent of the County, which consent the County will not unreasonably withhold. "Key Personnel" means those job titles and the persons assigned to those positions in accordance with the provisions of this Article 3(d)(ii). The Department may at any time in writing notify Contractor that the County will no longer accept performance of Services under this Agreement by one or more Key Personnel listed. Upon that notice Contractor shall immediately suspend the services of the key person or persons and must replace him or them in accordance with the terms of this Agreement.

A list of Key Personnel is found in Exhibit 1, Scope of Services.

iii) **Salaries and Wages**

Contractor and Subcontractors shall 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 for those payroll deductions that are mandatory by law or are permitted under applicable law and regulations. If in the performance of this Agreement Contractor underpays any such salaries or wages, the Comptroller for the County may withhold, out of payments due to Contractor, 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 Contractor to the respective employees to whom they are due.

The parties acknowledge that this Article 3.d(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, Contractor shall 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.

Contractor'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. Contractor must utilize minority and women's business enterprises at the greater of the amounts committed to by the Contractor for this Agreement in accordance with Section 1 of the Economic Disclosure Statement.

f) **Insurance**

Contractor shall provide and maintain at Contractor's own expense, during the term of this Agreement and any time period following expiration if Contractor 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 shall 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 Contractor shall maintain limits of not less than \$1,000,000 with the same terms in this Article 3.f i (1).

(3) Automobile Liability (Primary and Umbrella)

When any motor vehicles (owned, non-owned and hired) are used in connection with Services to be performed, Contractor shall provide Automobile Liability Insurance with limits of not less than \$1,000,000 per occurrence limit, for bodily injury and property damage. The County shall be named as an additional insured on a primary, non-contributory basis.

(4) Professional Liability

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

Subcontractors performing Services for Contractor shall maintain limits of not less than \$1,000,000 with the same terms in this Article 3.i (4).

(5) Valuable Papers

When any designs, drawings, specifications, and documents are produced or used under this Agreement, Valuable Papers Insurance shall 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) Contractor shall 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. Contractor shall submit evidence of insurance on the County Insurance Certificate Form (copy attached as Exhibit 3) 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 Contractor is not a waiver by the County of any requirements for Contractor to obtain and maintain the specified coverages. Contractor shall advise all insurers of the provisions in this Agreement regarding insurance. Non-conforming insurance does not relieve Contractor 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.

(1) The insurance shall provide that 60 days' prior written notice 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 shall be borne by Contractor. Contractor agrees that insurers waive their rights of subrogation against the County of Cook, its employees, elected officials, agents or representatives.

(2) The coverages and limits furnished by Contractor shall in no way limit Contractor'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 Contractor under this Agreement.

(3) The required insurance shall not be 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.

(4) Contractor shall require all Subcontractors to provide the insurance required in this Agreement, or Contractor may provide the coverage's for Subcontractors. All Subcontractors

shall be subject to the same insurance requirements as Contractor unless otherwise specified in this Agreement. If Contractor or Subcontractor desires additional coverage's, the party desiring the additional coverage's is responsible for its acquisition and cost.

(5) 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 Contractor covenants, agrees to, and shall defend, indemnify, and hold harmless the County and its commissioners, officials, employees, agents and representatives, and their respective heirs, successors and assigns, from and against any and all costs, expenses, attorney's fees, losses, damages and liabilities incurred or suffered directly or indirectly from or attributable to claims by third parties relating to bodily injury or death of any person or damage to real and/or tangible personal property directly caused directly by the gross negligence or willful misconduct of the Contractor, its personnel, or agents in connection with performance of the Services. To receive any indemnities specified in the Agreement, the County shall promptly notify the Contractor in writing of a claim or suit and provide reasonable cooperation (at the Contractor's expense) and full authority to defend or settle the claim or suit. The Contractor shall have no obligation to indemnify the County under any settlement made without the Contractor's written consent.

h) Confidentiality and Ownership of Documents

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

The Contractor has created, acquired or otherwise has rights in, and may, in connection with the performance of services hereunder, employ, provide, modify, create, or acquire or otherwise obtain rights in various concepts, ideas, methods, methodologies, procedures, processes, know-how and techniques, templates, the generalized features of the structure, sequence and organization of software, user interfaces and screen designs, general purpose consulting and software tools, utilities and routines, and logic, coherence and methods of operation of systems (collectively, the "**Contractor's Background Materials**"). To the extent that the Contractor uses the Contractor's Background Materials or any of its other intellectual property or property (collectively,

“Contractor’s Intellectual Property”) in connection with the performance under the Agreement, the Contractor shall retain all right, title and interest in and to Contractor’s Intellectual Property, and, except for any license expressly granted to the County, neither the County nor any third Party shall acquire right, title or interest in or to Contractor’s Intellectual Property or the Deliverables unless specifically agreed to otherwise by mutual written agreement.

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

i) Patents, Copyrights and Licenses

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

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

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

j) Examination of Records and Audits

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

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

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

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

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

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

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

ARTICLE 4) TERM OF PERFORMANCE

a) Term of Performance

This Agreement takes effect when approved by the Cook County Board or the Chief Procurement Officer, when approval is within his or her authority, and its term shall begin on July 26, 2013 ("**Effective Date**") and continue until December 14, 2013, or until this Agreement is terminated in accordance with its terms.

If the County terminates the Agreement without cause (not as part of the County's exercise of remedies as a result of an event of default as defined herein) during the Term of the Agreement, or if the Contractor terminates the Agreement due to any uncured default by the County, the County shall be liable for the following fees: (a) All amounts owed for Services provided by the Contractor up to and including the date of termination; and (b) One hundred percent (100%) of all past due payments as separately invoiced.

b) Timeliness of Performance

i) Contractor shall provide the Services and Deliverables within the term and within the time limits required under this Agreement, pursuant to the provisions of Article 4.a and Exhibit 1.

ii) Neither Contractor nor Contractor'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 Contractor by reason of delays or hindrances in the performance of the Services not caused by the County.

c) Agreement Extension Option

The Chief Procurement Officer may at any time before this Agreement expires elect to extend this Agreement for up to two additional periods, the first period for three years and the second period for an additional two years, under the same terms and conditions as this original Agreement, except as provided otherwise in this Agreement, by notice in writing to Contractor and by amendment in accordance with Article 11.

ARTICLE 5) COMPENSATION

a) Basis of Payment

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

b) Method of Payment

All invoices submitted by the Contractor shall be in accordance with the cost provisions according to the Schedule of Compensation in the attached Exhibit 2. The invoices shall contain a detailed description of the Deliverables for which payment is requested. All invoices shall reflect the amounts invoiced by and the amounts paid to the Contractor as of the date of the invoice, and shall be submitted together with a properly completed County Voucher form (29A). Invoices for new charges shall not include "past due" amounts, if any, which amounts must be set forth on a separate invoice. No payments shall be made with respect to invoices which do not include the County Voucher form or which otherwise fail to comply with the requirements of this paragraph. Contractor shall not be entitled to invoice the County for any late fees or other penalties. All amounts to be paid to the Contractor under the Agreement shall be paid in U.S. dollars by federal wire transfer to the account or accounts designated by the Contractor from time to time or the parties may mutually agree upon another method. All amounts to be paid the Contractor under the Agreement shall be due and payable net 45 or 60 days from the date of invoice.

c) Funding

The source of funds for payments under this Agreement is identified in Exhibit 2, Schedule of Compensation. Payments under this Agreement shall not exceed the dollar amount shown in Exhibit 2 without a written amendment in accordance with Article 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 shall notify Contractor 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 shall be made to Contractor. No payments shall be made or due to Contractor and

under this Agreement beyond those amounts appropriated and budgeted by the County to fund payments under this Agreement.

e) Taxes

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

f) Price Reduction

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

g) Contractor Credits

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

ARTICLE 6) DISPUTES

a) General

In the event of any dispute or claim arising under or in connection with the Agreement, including a dispute regarding an alleged breach of the Agreement, one party shall notify the other party in writing of the dispute (the "*Dispute*"). The parties shall work together in good faith first to resolve informally the Dispute, escalating it as necessary to progressively higher levels of the administrative structure.

d) Equitable Relief

Notwithstanding other provisions of this Article, either party may seek preliminary or other equitable relief from a court of chancery at any time.

ARTICLE 7) COMPLIANCE WITH ALL LAWS

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

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

ARTICLE 8) SPECIAL CONDITIONS

a) Warranties and Representations

In connection with signing and executing this Agreement, Contractor:

- i) warrants that Contractor 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 Contractor 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 it 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 Contractor or Subcontractor for any purpose in the performance of its Services under this Agreement;
- iv) warrants that Contractor 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 Contractor 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 Contractor 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.

b) Ethics

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

(1) no officer, agent or employee of the County is employed by Contractor 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 Contractor 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 Contractor, or its successors or assigns, if any, is comprised of more than one natural person, legal person, or other 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 Contractor is the joint and several obligation or undertaking of each such natural person, legal person, or other entity.

d) Business Documents

At the request of the County, Contractor shall 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 may 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 may be admitted to any share or part of this Agreement or to any financial benefit to arise from it.

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

iii) Upon the request of the County, Contractor shall disclose to the County its past client list and the names of any clients with whom it has an ongoing relationship. Contractor may not perform any Services for the County on applications or other documents submitted to the County by any of Contractor's past or present clients. If Contractor becomes aware of a conflict, it shall immediately stop work on the assignment causing the conflict and notify the County.

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

v) The Contractor 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 this Agreement. If the County, by the Chief Procurement Officer in his or her reasonable judgment, determines that any of Contractor's Services for others conflict with the Services Contractor is to render for the County under this Agreement, Contractor shall terminate such other services immediately upon request of the County.

vi) If any federal funds are to be used to compensate or reimburse Contractor under this Agreement, Contractor 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, Contractor shall 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

Contractor and any assignee or Subcontractor of Contractor shall 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 Contractor to the County.
- ii) Contractor's material failure to perform any of its obligations under this Agreement including the following:
 - (a) Failure due to a reason or circumstances within Contractor'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 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 reasonably rejected as erroneous or unsatisfactory;
 - (d) Discontinuance of the Services for reasons within Contractor's reasonable control; and
 - (e) Failure to comply with any other material term of this Agreement, including the provisions concerning insurance and non-discrimination.
- iii) Any change in majority ownership or control of Contractor without the prior written approval of the Chief Procurement Officer, which approval the Chief Procurement Officer will not unreasonably withhold, condition or delay.
- iv) Contractor's default under any other agreement it may presently have or may enter into with the County during the life of this Agreement. Contractor acknowledges and agrees that in the event of a default under this Agreement the County may also declare a default under any such other Agreements.
- (v) Failure to comply with Article 7a. in the performance of the Agreement.
- (vi) Contractor'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

Upon the occurrence of any event of default, the County may, at its sole discretion, declare Contractor in default. The Chief Procurement Officer may in his or her sole discretion give Contractor 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 shall give Contractor written notice of the default, either in the form of a cure notice ("**Cure Notice**"), or, if no opportunity to cure will be granted, a default notice ("**Default Notice**"). If the Chief Procurement Officer gives a Default Notice, he or she also will indicate any present intent he or she may have to terminate this Agreement, and the decision to terminate (but not the decision not to terminate) is final and effective upon giving the notice. The Chief Procurement Officer may give a Default Notice if Contractor 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 Article 9.b and Article 11, Contractor shall discontinue any Services, unless otherwise directed in the notice, and deliver all materials accumulated in the performance of this Agreement, whether completed or in the process, to the County. After giving a Default Notice, the County may pursue, seek, or invoke any or all of the following remedies:

- i) Terminate this Agreement as to any or all of the Services yet to be performed effective at a time specified by the County;
- ii) Specific performance, an injunction, or any other appropriate equitable remedy;
- iii) Withhold all or any part of Contractor's compensation under this Agreement;
- iv) Consider Contractor non-responsive in future contracts solicitations made by the County, or ineligible for future contract awards.

If the Chief Procurement Officer considers it to be in the County's best interests, he or she 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 Contractor to continue to provide the Services despite one or more events of default, Contractor 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 available remedies, but each and every such remedy is cumulative and is in addition to any other remedies, existing now or later, at law, in equity, by statute, or by common law, or by an other means. 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 Articles 9.a and 9.b of this Agreement, the County and Contractor may terminate the Agreement or any portion thereof at any time by mutual written agreement.

Either party may terminate the Agreement or any portion thereof in the event of a material breach by the other party, by providing a written notice of default to the other Party and allowing the other Party to cure a failure or breach of contract within a period of thirty (30) days. This cure period is a condition precedent to terminating for material breach. The non-breaching Party shall serve the notice of default or breach via Certified Mail, Return Receipt Requested or in person with proof of delivery. Allowing the other Party time to cure a failure or breach of contract does not waive the non-breaching Party's right to terminate the contract for a similar contract breach which may occur at a different time. In addition to other material breaches, the County's failure to pay an invoice from Contractor in full within ninety (90) days of the date of the invoice shall constitute a material breach. The effective date of termination shall be the date upon which the period to cure the material breach has expired.

In the event the County terminates under this provision, after the Contractor receives the notice, Contractor shall 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 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 Contractor shall attempt to agree on the amount of compensation to be paid to Contractor, but if not agreed on, the dispute shall be settled in accordance with Article 6 of this Agreement. The payment so made to Contractor is in full settlement for all Services satisfactorily performed under this Agreement.

Contractor shall 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. Contractor shall not be entitled to make any early termination claims against the County resulting from any Subcontractor's claims against Contractor or the County to the extent inconsistent with this provision.

If the County's election to terminate this Agreement for default under Articles 9.a and 9.b is determined in a court of competent jurisdiction to have been wrongful, then in that case the termination is to be considered to be an early termination under this Article 9.c.

d) Suspension

The County may at any time request that Contractor suspend its Services, or any part of them, by giving 15 days' prior written notice to Contractor or, in the event of an emergency, upon informal or no notice. No costs incurred after the effective date of such suspension are allowed.

Contractor shall 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 Contractor when necessary for continuation or completion of Services. If Services are suspended in excess of fourteen (14) days, the County acknowledges and agrees that Contractor may replace, remove or reallocate its personnel and resources during the suspension and as a result, the County may be assigned new Contractor personnel and/or resources.

Any additional costs or expenses actually incurred by Contractor as a result of recommencing the Services shall be treated in accordance with the compensation provisions under Article 5 of this Agreement.

e) Right to Offset

In connection with performance under this Agreement, the County may offset any excess costs incurred:

- (i) If the County terminates this Agreement for default or any other reason resulting from Contractor's performance or non-performance;
- (ii) If the County exercises any of its remedies under Article 9.b 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, Contractor is liable for and shall promptly remit to the County the balance upon written demand for it. This right to offset is in addition to and not a limitation of any other remedies available to the County.

f.) Delays

Contractor agrees that no charges or claims for damages shall be made by Contractor for any delays or hindrances from any cause whatsoever during the progress of any portion of this Contract.

g.) Prepaid Fees

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

ARTICLE 10) INFORMATION TECHNOLOGY: SPECIAL CONDITIONS

This section shall survive termination of the Agreement.

- a.) Exhibits 3, 4, and 5, attached hereto, are specifically incorporated herein. In the event of a discrepancy among the terms of this direct Professional Services Agreement, Exhibit 3, Exhibit 4, or Exhibit 5, this direct Professional Services Agreement shall take precedence, then Exhibit 3, then Exhibit 4, then Exhibit 5.
- b.) On an annual basis, in the time and manner determined by the County's Chief Information Security Officer, Contractor shall deliver to said Chief Information Officer its third-party security audit and the SSAE-16 audit report from its colocation provider. Contractor has represented that it is taking reasonable steps to undertake annual SSAE-16 audits and shall continue to make reasonable steps toward incorporating such audits into its normal business process.
- c.) On the request of said Chief Information Officer, Contractor shall implement reasonable adjustments to its security controls,
- d.) All confidential County data at rest shall be encrypted by AES-256 encryption, or another encryption technology upon written approval of the County's Chief Information Security Officer. Such data shall include, at a minimum, all FEINs, passwords, financial information, certification applications and supporting documents.
- e.) **Data Security**

Contractor will safeguard and secure County's Data as required by all relevant laws, including HIPAA, HITECH, and the rules promulgated thereunder, as well as the Illinois Personal Information Protection Act. Contractor will safeguard and secure County's Data also as required by industry-standard best practices as updated, including if applicable Payment Card Industry (PCI) Security Standards Council (SSC) standards and National Institute of Standards and Technology (NIST) 800-series standards. Contractor's duties safeguard and secure as described in this Agreement is collectively "Data Security".

Upon the effective date of this Agreement, annually thereafter, and upon reasonable written request by the County, and at Contractor's expense and with no cost to the County, Contractor shall provide sufficient evidence of Contractor's Data Security. Specifically, and not to the exclusion of other evidence, such sufficient evidence shall include all validating documentation required to demonstrate compliance with, if applicable, NIST and PCI SSC standards.

To the extent that the Contractor relies upon, outsources to, or uses the services of third parties in the performance of Contractor's obligations under this Agreement, the Contractor shall ensure and assume all responsibility, and accompanying liability, that such third parties safeguard and

secure County's Data as required by law and in compliance with industry-standard best practices as updated.

f.) Data Ownership

Contractor's electronic data archives, back-up copies of data, or duplicates of Deliverables, including Documents and data, are included in the Deliverables. Contractor has no property interest in, and may assert no lien on or right to withhold from the County, Deliverables, including Documents and data, under this Agreement.

The terms and conditions that Contractor imposes upon its end users are subject to County approval.

g.) Data Retention, Delivery and Destruction

All data must be stored only on computer systems located in the continental United States. The Contractor shall retrieve, retain, deliver and destroy the Deliverables, including Documents and data, in compliance with laws pertaining to the County, including but not limited to the Local Records Act as applicable or other applicable laws. Upon termination of the Agreement, whether upon expiration, upon breach, or otherwise, and at no cost to the County, Contractor shall retrieve, retain, deliver, or destroy the Deliverables as the County directs. Under no circumstances, and regardless of any breach of this contract, shall Contractor prevent the County from accessing and retrieving its Deliverables, Documents and data. In all cases, Contractor shall provide reasonable assistance to County in accessing and retrieving its Deliverables, Documents and data.

The Contractor agrees that upon termination of this Agreement it shall return all data (original and value added) to the County in a useable encrypted electronic form, and erase, destroy, and render unreadable all data in its entirety in accordance with this Agreement. Data must be rendered in a manner that prevents its physical reconstruction through the use of commonly available file restoration utilities. Certification in writing that these actions have been completed must be provided within 30 days of the termination of this Agreement or within 7 days of a request of an agent of the County, whichever shall come first.

Where disposal is approved, the Contractor agrees that prior to disposal or reuse of all magnetic media (e.g. hard disk, floppy disk, removable media, etc.) which may have contained County data shall be submitted to a data sanitization process which meets or exceeds DoD 5220.28-M 3-pass specifications. Certification of the completion of data sanitization shall be provided to the County within 10 days of completion. Acceptance of Certification of Data Sanitization by the Chief Information Security Officer is required prior to media reuse or disposal. All other materials which contain County data shall be physically destroyed and shredded in accordance to NIST Special Publication 800-88.

h.) Third-Party Requests

If Contractor is served with a warrant, subpoena or any other order or request from a government body or any other person for any Deliverables, including Documents and data, Contract shall immediately deliver to County a copy of such warrant, subpoena, order or request and will not produce documents or other Deliverables without the County's consent.

i.) Data Security Audits and Investigations

The County's audit, access, and examination rights under this Agreement shall specifically include the following, not to the exclusion of any other rights the County may hold: At all times, the County has the right to access, examine and verify Contractor's Data Security; County may do so directly or through a third party of County's choosing; Upon written request by the County, Contractor shall provide to County reasonably detailed, complete and accurate documentation describing the systems, processes, network segments, security controls, and dataflow relating to Contractor's Data Security or Deliverables. Contractor shall bear all costs for County's reasonable requests.

j.) Incident Response

Contractor shall create and implement an incident response plan ("Incident Response Plan") addressing a third party's unauthorized access to the Deliverables, including Documents and data, under this Agreement ("Data Breach"). The Incident Response Plan shall, at a minimum: (a) meet all legal requirements including the Illinois Personal Information Protection Act and industry-standard best practices, including but not limited to, and if applicable, PCI DSS compliance; (b) require that Contractor immediately notify the County where it has reason to know of or receives notice that a Data Breach may have occurred; (c) require annual testing and preparedness exercises; and (d) specify that Contractor assumes all liability and responsibility for investigating, responding to, and mitigating Data Breaches, but shall coordinate such response and mitigation with the County. The Incident Response Plan shall be subject to the County's approval. Contractor shall provide a copy of the Incident Response Plan to the County upon execution of the Agreement.

k.) Contingency, Backup and Disaster Recovery

i) **System Redundancy.** Contractor shall provide full hardware and network redundancy with no single point of failure within its data center to the point of demarcation to the Internet.

ii) **Backup Frequency and Type.** Contractor shall perform the following back-up operations as scheduled:

Type	Description	Timing
Baseline	Pre-Production Image	Once

Type	Description	Timing
Daily Incremental Files	Data changes during the period all tiers all environments	Daily
Full Data Files	All resident data files all tiers all environments	Weekly (weekend)
Applications	All application files (full data files including cold backups)	Monthly
Operating System	All O/S configuration files – all tiers all environments	Monthly
Database	All database – all tiers all environments.	Weekly (weekend)
Fall Back Copy	Upon system upgrades, updates and changes	As Needed

iii) **Back-Up Retention.** For the term of the contract, Contractor will retain Back-Up copies of the County’s data and other files locally and at a secure offsite location as follows:

Description	Retention Period
Baseline	Until first annual + 1 month
Daily	6 days
Weekly	4 weeks
Monthly	11 months
Annual	7 years

iv) **Data Recovery.** Contractor shall test the recovery of backup tape media twice during the first year of this Agreement, and once per year in all subsequent years.

In the event of a disaster, Contractor will restore the County’s Production files within 48 hours. Contractor will restore the County’s test or other non-Production files within 72 hours. Failure to restore within these timeframes will be subject to performance penalties as follows:

l.) Hosting Service Levels

Contractor shall ensure that its production SaaS system, as described in the Agreement, shall be available 99.9% of the time in a given month, excluding scheduled maintenance (“Hosting Service Level”). Contractor shall give County sufficient, advance written notice of scheduled maintenance. Should County determine that such scheduled maintenance would significantly disrupt its business operations, Contractor shall reasonably adjust its scheduled maintenance. As set forth in Exhibit 5, Contractor shall offer performance credits for its failure to meet its hosting service levels.

m.) Maintenance Services Levels

During County’s normal business hours, Contractor shall provide maintenance services

regarding the identification, diagnosis, and correction of performance issues relating to the Software, as set forth in Exhibit 5. As also set forth in Exhibit 5, Contractor shall offer performance credits for its failure to meet its maintenance service levels.

Contractor shall provide the County access to Contractor's ticket tracking system.

n.) End of Term Services

If at any time the County chooses to retrieve its Deliverables from Contractor, Contractor shall assist in the transmission of any code, workflows, and data to a mutually agreed location in a reasonable format requested by the County. These services will be provided at no additional cost to the County.

ARTICLE 11) 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

Contractor 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 Contractor to enter into this Agreement or has been relied upon by Contractor, 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

Contractor acknowledges that Contractor 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 which it wished to place reliance. Contractor did so review those documents, and either every such statement, representation, promise or provision has been included in this Agreement or else, if omitted, Contractor 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 during the term of the Contract make modifications and amendments to the Contract but only as provided in this Article. Such modifications and amendments shall only be made by mutual agreement in writing.

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

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

d) Governing Law and Jurisdiction

This Contract shall be governed by and construed under the laws of the State of Illinois. The Contractor irrevocably agrees that, subject to the County's sole and absolute election to the contrary, any action or proceeding in any way, manner or respect arising out of the Contract, or arising from any dispute or controversy arising in connection with or related to the Contract, shall be litigated in the first instance only in the Circuit Court of Cook County, Illinois, and on appeal, in the corresponding appellate courts of the State of Illinois, and that Contractor further consents and submits to the jurisdiction thereof. In accordance with these provisions, Contractor waives any right it may have to transfer or change the venue or forum 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 Articles in this Agreement does not affect the remaining portions of this Agreement or any part of it.

f) Assigns

Contractor shall not and may not assign any portion of its responsibilities and rights under this Agreement to any third party, absent the approval of the User Department and the Chief Procurement Officer. In the event any assignment takes place by operation of law, 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

Contractor shall 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, Contractor shall make every effort to assure an orderly transition to another provider of the Services, if any, orderly demobilization of its own operations in connection with the Services, uninterrupted provision of Services during any transition period and must otherwise comply with the reasonable requests and requirements of the Department in connection with the termination or expiration.

h) Waiver

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

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

i) Independent Contractor

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

i) The County shall not be liable under or by reason of this Agreement for the payment of any compensation award or damages in connection with the Contractor performing the Services required under this Agreement.

ii) Contractor 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 Contractor.

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 12) 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: Jacqueline Gomez, Director
 Office of Contract Compliance
 10th Floor, Cook County Building
 118 North Clark Street
 Chicago, Illinois 60602

and

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

If to Contractor: AskReply, Inc., dba B2Gnow
Suite 494, 5025 North Central Avenue
Phoenix, Arizona 85012
Phone: 602-325-9277
Fax: 866-892-2913
Attention: Frank Begalke

Changes in these addresses shall 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 13) AUTHORITY

Execution of this Agreement by Contractor 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 Contractor have been made with complete and full authority to commit Contractor 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.

EXHIBIT 1

Scope of Services and Schedule of Compensation (with Attachments A & B)

Background

The Office of Contract Compliance of Cook County Government (“OCC”) is responsible for certifying, promoting, expanding the capacity to, and ensuring the participation in County contracts of various commercial entities, including minority-owned, woman-owned, veteran-owned, and disadvantaged-business enterprises (collectively, subject enterprises). B2GNow (Contractor) shall deliver and support an enterprise-wide information and document collection, management, monitoring, reporting, enforcement, and outreach system (“the System”), pursuant to the Implementation Process and Schedule referenced below.

The System

The System shall support the comprehensive, effective, and meaningful implementation of relevant law, ordinances, policies, and practices, specifically including those set forth in and derived from Cook County Code of Ordinances. The System shall meet, entail, and supply those specifications, descriptions, functions, elements, attributes, modules, reports, training, and support as are sufficient or helpful to support that OCC, other County representatives, and County contractors and sub-contractors promote the participation of the subject enterprises in County agreements; comply with, document compliance with, enforce, and document the enforcement of applicable current and future law and policies; promote and expand upon the commercial capacity of subject enterprises; and as are further referenced in Attachment A. In the event of a discrepancy between the direct provisions of this Scope of Services and any attachments hereto, the provisions of this Scope of Services shall govern. The System shall be in a hosted SaaS environment, and shall meet or exceed OCC’s requirements. The System shall conform to the County’s current or future website, where technically feasible and subject the County’s approval. The System shall be 100% web-based, and entail such features as multi-lingual home page content, customizable through web-based interface; customizable page layout and database data fields; and input and communications logs. The System shall further entail such security functions that will provide maximum security, including detailed user and transaction audit trails; password protected accounts for every user; 256-bit SSL encryption; and no cookies. Among other features, the System shall include the following modules and functions:

- a. **Baseline Management Module.** Through the Baseline Management Module, OCC staff, other County representatives, and County contractors and sub-contractors will interface, sharing, submitting, receiving, reviewing, and responding to such information and documents as are sufficient or helpful to ensure that OCC staff, other County representatives, and County contractors and sub-contractors fully comply with applicable current and future law and policies. It shall further entail such features as online (a) contractor, sub-contractor, and registration functions; (b) contractor, subcontractor, and OCC staff accounts; (c) contract opening, management, extensions, suspensions, cancellations, change orders, close-out, and deletion functions; (e) audit functions; (f) reporting functions; (g) messaging functions; (h) help and support functions; (i) document-attachment functions; (j) spell checking; (k) commodity code functions; (l) template-management functions, through which OCC will develop, utilize, and manage standard transaction templates; and (m) communications logs.
- b. **Contract Compliance and Add-On Modules.** Through the Contract Compliance Module, the Goal-Setting Module, the Bid-Tracking Module, and the Spend-Analysis Module, OCC staff, other County representatives, and County contractors and sub-contractors will interface, sharing, submitting, receiving, reviewing, revising, and responding to such information and documents as are sufficient or helpful to ensure that OCC staff, other County representatives, and County contractors and sub-contractors document, demonstrate, and report on their full compliance, their efforts to fully comply with, and the reasons for which they did not fully comply with, current and future law and policies. Among other attributes, the Contact Compliance Module shall include such features as (a) contract-type functions, with reference to such types as construction, professional services, supplies, and services; (b) contractor and sub-contractor listing and

- identifying functions; (c) change order and contract amendment functions, including recalculations associated with new contract participation goals; (d) notification functions, with respect to such matters as contract awards, contract close-outs, failure to meet participation goals, and other events; (e) automatic audit functions, activated on a per-case basis in an interval of time chosen by OCC, through which (i) contractors and subcontractors shall be notified as to how and when to provide or confirm the sums paid to subcontractors; (ii) in the event of a discrepancy in reports among contractors and subcontractors, the parties subject to the discrepancy shall be immediately notified of the discrepancy and the need, manner, and time in which the discrepancy is to be resolved; (f) access to audits functions, through which OCC staff shall have access to all audits, with ability to enter data on behalf of contractors and subcontractors (g) payment history functions, which shall track and log payment histories (including such data as submitting user, date, time, and comments), and create records which shall be available to the County for the term of the contract. At contract termination B2Gnow will provide OCC with a copy of its system data in a mutually agreed upon electronic format.
- c. **Certification Application and Management Module.** Through the Certification Application and Management Module, OCC staff, other County representatives, and parties associated with the certification process of the OCC will interface, sharing, submitting, receiving, reviewing, revising, and responding to such information and documents are sufficient or helpful to ensure that OCC staff, other County representatives, and such parties associated with the certification process document, demonstrate, and report on their full compliance, their efforts to fully comply with, and the reasons for which they did not fully comply with, law and policies associated with certification. Among other attributes, the Certification Application and Management Module shall include such features as (a) certification application management functions, including application tracking and updates; (b) certification acceptance and rejection functions; (c) certification management functions; (d) an automatically updated, fully searchable, and downloadable online directory of certified entities; (e) a reporting function, through which OCC may generate reports categorizing applicants or certified entities according to various attributes.
- d. **Reporting Function.** The System shall collect, record, maintain, synthesize, analyze, categorize, amalgamate, and sort information and data sufficient to produce reports and records, and shall produce such standard reports as are referenced in Attachment B. In addition, B2Gnow shall create and provide to OCC Quarterly and Annual Reports, entailing such information and formats as requested by OCC.
- e. **Training.** Contractor shall provide comprehensive training to OCC personnel, other County representatives, and users external to the County, in such manner, time, and place as agreed to by the Director of OCC and the B2Gnow Project Manager. Notwithstanding the foregoing, training for OCC personnel shall include the equivalent of up to two (2) days of onsite staff training, at such time and manner as are agreed upon by the OCC Director and B2Gnow. Through such training, users shall be tutored and trained through entire tasks, using their accounts in the actual system. Users shall be introduced to the system through an initial, hands-on webinar or through an in-person training session. Through this approach, users shall be in a position to complete the training on their own time online, using online tutorials and walkthroughs. Contractor also shall provide Web-based refresher training and training for new staff members. Applicants for certification, contractors, and sub-contractors shall be offered on-site or web-based training sessions during implementation. They also may access regularly scheduled vendor training webinars. Training tools shall include such materials and tools as:
1. Standard End-User training syllabi for each module
 2. Standard Train-the-trainer syllabi for each module
 3. Regularly scheduled training webinars for staff and vendors
 4. System user manuals
 5. System Quick guides
 6. Online video training

- f. **Support.** Contractor shall provide continuing and comprehensive support to OCC personnel, other County representatives, and users external to the County [JTS1]. Such support shall be available by phone, email, and online to all staff users and by email and online to all vendor users. For system users, support shall be provided in a maximum of 24 hours from the time of request during business hours with a goal of responding within two hours.

Implementation Process and Schedule

- a. **Project Management Plan:** In collaboration with OCC, Contractor shall, immediately upon the execution of this Agreement, assign, with the consent of the Director of OCC, an experienced Project Manager, who shall immediately, in collaboration with the Director of OCC and other persons designated by her, immediately develop and start executing an Implementation Plan to implement all terms of this Agreement. The Implementation Plan shall include such features and activities as:
1. **Kick-off meeting:** review scope; establish project plan, timeline, and resource list.
 2. **Weekly project calls:** to review status, manage schedule.
 3. **Portal creation:** County will participate in a portal configuration exercise that results in a custom system portal that matches the desired look and feel.
 4. **Module configuration:** each module has a detailed document that outlines all configuration options and decisions needed. Established configuration guides facilitate faster, more accurate implementations.
 5. **Notification templates:** County will review and edit a detailed notification template for B2Gnow to customize system generated email and letter formats.
 6. **Data migration:** Utilize standard data migration formats that highlight required and optional fields. Standard formats allow easy and accurate data migration.
 7. **Integration:** Follow B2Gnow's established integration guide and data layouts to expedite the process. Our technical team will manage the integration process.
 8. **Training:** B2Gnow has standard training courses for each module; training is customized for County-specific processes and requirements.
 9. **Go-Live:** Detailed checklist utilized to prepare both client and its contractors for a successful go-live.
 10. **Project oversight:** B2Gnow's executive management team provides regular project oversight to guarantee client satisfaction, and is continually accessible throughout the entire contract term.
- b. **Project Management System:** As a component of the Implementation of the System, Contractor shall provide OCC and other County representatives access to Contractor's online project management system, through which County personnel will view project tasks and status at any time. Tasks assigned to County personnel will be included in the Plan. County Personnel will generate project status reports at any time, which reports shall include such elements as:
1. **Project Status:** overall project status indicator (green, yellow, red).
 2. **Target dates (both past and future):** all key project dates and status of each.
 3. **Main activities:** major accomplishments and events of the past week.
 4. **Main planned activities in coming week:** events planned.
 5. **Issues:** what problems required immediate resolution to keep the project on schedule.
 6. **Activities by milestone:** a review of each major milestone and the accomplished sub-steps for each.
 7. **System statistics:** summary and detailed statistics of the system's operation, including audits, responses, registrations, accounts, contracts, and certifications.

c. **Project Management Tools:** In the execution of this Agreement, Contractor shall utilize and make available to County representatives a proprietary set of implementation tools, templates, and documents. Such tools, templates, and documents shall be used throughout the implementation process to guarantee a successful implementation, and shall include such feature as:

1. Project implementation plan template
2. Project status update template
3. Portal configuration guide
4. System notification templates
5. Module configuration guide (for each module)
6. Data migration guide
7. Data migration file layout template
8. Data interface guide
9. Data interface file layout template
10. Training plan
11. Training Course Syllabi and instructional documents
12. Sample system announcements
13. Internal go-live checklist
14. Public go-live checklist
15. Post go-live checklist

d. **Project Management Timeline & Benchmarks:** The Timeline and Benchmarks for the Execution of this Agreement are as follows:

Task	Week												
	0	1	2	3	4	5	6	7	8	9	10	11	12
Notice to Proceed	█												
Project Kick-Off		█											
Vendor Management Module Configuration			█	█	█								
System Portal Configuration				█	█	█							
Certification Management Module Configuration					█	█	█	█					
Online Application Module Configuration						█	█	█	█				
Contract Compliance Module Configuration							█	█	█	█			
Report Configuration									█	█	█		
Third-Party System Integration											█	█	
Migrate existing data												█	█
Training													█
Go-Live													█

Compensation Schedule

For the hosted SaaS model proposed, there is no need to purchase hardware, software licenses, maintenance, or support. All of this, including installation of upgrades, hosting, and maintenance of the system, is included in the annual cost.

Service costs (one time and annual) are detailed below. This price quote is based upon our understanding of Cook County's environment and our best estimate of the time and materials required. We welcome the opportunity to discuss the listed component and option prices, and additional combinations and options are available.

Software & Support Annual Fee	\$39,140 per year
<ul style="list-style-type: none"> • Software modules <ul style="list-style-type: none"> - Baseline System - Vendor Management - Contract Compliance - Certification Management - Online Application - Goal Setting - Bid Tracking - Spend Analysis • Software licenses/maintenance/upgrades • Access to all standard reports and ad hoc reporting • Maintenance on 4 interfaces • Email and phone support for staff • First-tier email technical support for vendors • Access to online help tools • Training manuals and quick guides • Real-time connection with City of Chicago M/WBE Directory 	<p style="text-align: center;">Up to 2,500 vendors Up to 500 contracts Up to 500 certifications Up to 500 applications Up to 250 project goals Up to 250 bids Up to 25,000 payment records</p> <p style="text-align: center;">✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓</p>
Implementation	\$52,500 one-time
<ul style="list-style-type: none"> • Setup and configuration of the system • Configuration of notification templates • Configuration of portal pages • Staff training • Standard reports • Creation of staff accounts • Contract & contract payment interface to Cook County financial system • Contract & contract payment interface to CCHHS financial system • 2 OCC-specified custom reports (quarterly and annual report format) • Data migration of active certified directory and active contracts • Real-time connection with City of Chicago M/WBE Directory • Onsite project implementation meeting 	<p style="text-align: center;">✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓</p>

Costs are firm, fixed price based upon the scope of work. Additional travel costs incurred due to cancellation or rescheduling of meetings and/or training sessions will be considered out-of-scope. Additional in-person meetings are at the discretion of B2Gnow.

Payment Schedule

Payments shall be based strictly upon deliverable. Upon the achievement of a deliverable, B2Gnow will notify Cook County in writing. Cook County shall have ten business days to assess the completion of the deliverable and either approve of the deliverable completion or identify in writing if the deliverable has not been completed. B2Gnow will address any issues raised and the process will be repeated until the deliverable's completion is approved. At this point, B2Gnow shall invoice Cook County in accordance with instructions provided in the base agreement.

The table below lists each deliverable of the project.

Deliverable	Payment
Project Kick-Off Meeting (25% of setup cost)	\$13,125
Module Implementation	
• Baseline System/Vendor Management Module	\$2,475
• Contract Compliance	\$2,475
• Certification Management	\$2,475
• Online Application	\$2,475
• Goal Setting	\$2,475
• Bid Tracking	\$2,475
• Spend Analysis	\$2,475
Certification and Compliance Staff Training (25% of setup cost)	\$13,125
Implementation Services	
• Financial system interfaces	\$3,975
• Data migration – certifications	\$2,475
• Data migration – contracts	\$2,475
Go-Live (first production use of system)	\$39,140
Software & Support Annual Fee	
Annual Renewal (December 14, 2014 anniversary)	\$39,140

Optional Modules, Services & Out of Scope Work

Any work requested not specified in this Statement of Work will be provided at B2Gnow's standard rates. After the initial request for the work, B2Gnow will advise if the work is out of scope. If so, B2Gnow will provide an hourly estimate, with a total cost, for the work to be complete. Cook County will then have the option of approving or denying the request.

Licenses

All applicable software licenses are included in the annual system cost. The license is valid for the period the system is in use by Cook County.

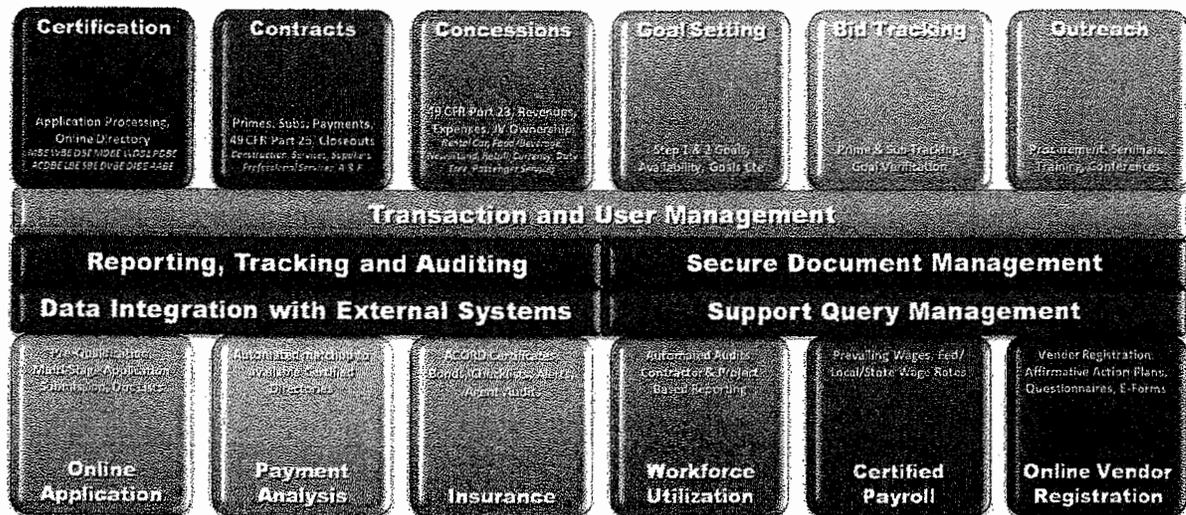
Attachment A: Statement of Work

STATEMENT OF WORK

Robust, flexible B2Gnow Diversity Management, coupled with our proven implementation services, delivers a solution that will meet Cook County's requirements out-of-the-box.

Our proposed service is the B2Gnow Diversity Management System in a hosted SaaS environment. Implemented by B2Gnow, the solution will provide an enterprise-wide vendor management, contract compliance, certification management, outreach, and reporting system for County. The proven B2Gnow system meets or exceeds 100% of Cook County's requirements out-of-the-box with only minimal configuration.

The B2Gnow Diversity Management System includes the following modules and functionality:



B2Gnow's proposal for County includes the following modules:

- Vendor Management Module / Baseline System
- Contract Compliance Module
- Certification Management Module
- Online Certification Application Module

VENDOR MANAGEMENT MODULE / BASELINE SYSTEM OVERVIEW

- **Staff management:** Staff will have password-protected access to their own accounts. They will be able to manage their own accounts, including contact information and settings, and will be able to add new staff accounts as necessary. Primary types of users include Diversity Users and Buyers/Project Managers. Diversity Users have access to all diversity functions and can edit contracts and audit data (with authorization). Buyers/Project Managers have access to contract management functions, can edit contracts, but cannot edit audit data. All users can run reports, though certain reports are available to each user type.

Roles will be set up to accommodate certain types of users (Administrator, Standard, Limited, Contract Administrator, Clerk, etc.). Initially, user access will be wide-ranging, and County can further restrict access over time as it gains familiarity with user functions and requirements.

- **Vendor management:** Staff will be able to manage vendor accounts, including adding and editing information related to vendors (contractors, subcontractors, and suppliers).
- **Vendor accounts:** Vendors will have password-protected access to their own accounts. They will also be able to set up multiple users.
- **Online Vendor registration:** Vendors will be able to register online.
- **Search:** Staff will have full search capabilities (i.e. searching for vendors by owner name, contract name, certification, DBEs, ethnicity, gender, keyword, etc.).
- **Reporting:** Staff will be able to run reports at any time.
- **Messaging:** Users will be able to create and send messages to each other. A copy of the message is emailed and/or faxed to recipients based upon their account settings. The presence of file attachments is indicated in the email/fax notification, but attachments are not sent out the email/fax recipient.
- **Help & support:** Users will have access to online help and the Forums/Knowledge Base.
- **Connectivity/interfacing:** System has an interface ability to exchange data with existing and future systems.
- **File attachments:** Enable any set of approved file types to be attached to transactions and documents. The system will track downloading and viewing of files by any user.
- **Spell checking:** One pass spell checking of all forms with customizable dictionary.
- **Commodity codes:** Supports multiple commodity code types simultaneously (NIGP, NAICS, etc.). Search, browse, and edit commodity codes, then assign them to transactions and records.
- **System portal & content:**
 - Multi-lingual home page content customizable through web-based interface.
 - Customizable page layout and database data fields.
 - Conforms to organization's current web site.
- **Security:** The system provides maximum security, including:
 - Detailed user and transaction audit trails.
 - Password protected account for every user.
 - 128-bit SSL encryption.
 - 100% web-based.
 - No cookies.
- **Template management:** Staff will be able to use and manage standard transaction templates.
- **Communications Log**
 - Track all email, fax, letter, and phone communications.

CONTRACT COMPLIANCE MODULE OVERVIEW

- **Contract management:** Staff will be able to add, manage, and close out contracts. Staff will be able to manage each contract and add new contracts as needed. A contract may include multiple second tier certified and non-certified subcontractors. A variety of tools are available, including subcontractor lists, extensions, suspensions, cancellations, change orders, close out, and deletion.

- **Subcontractor list:** Staff will be able to add multiple subcontractors to a contract. An unlimited number of levels are supported.
- **Contract types:** County will designate the types of contracts to track, including construction, professional services, supply, services, etc. Revenue contracts are not included in contract management – refer to concession management.
- **Change orders/amendments:** When change orders or contract amendment impact goals, the system will automatically re-calculate the new goals based upon original and new data.
- **Notifications:** Contract officers can generate hard copy/email/fax notices for contract award, not meeting goal, contract close, and other related contract events.
- **Contract close out:** At the end of a contract, staff will be able to rate a prime contractor relative to their diversity goal, verify any subcontractor retainage, and set the contract as closed.
- **Contract compliance:** The system will automatically audit active contracts on a chosen interval.
 - All active prime contractors will be notified by email and/or fax to log in to their accounts and provide/confirm payment information for subcontractors. Each contract shall have configurable settings regarding the circumstances and timing of audits.
 - If a payment is rejected, a discrepancy is created and prime and subcontractor are immediately notified of the need to resolve the issue.
 - Staff will have access to all audits, and will be able to enter data on behalf of the vendors, and edit any existing data, at any time.
 - Vendors will be able to enter and edit data for a set period of time, after which they will contact their contract compliance officer for an extension.
 - The system will track the payment histories, including submitting user, date/time, and comments. As an audit record is modified, previous submissions will be archived for future reference. This historical information is available upon County request.

CERTIFICATION MANAGEMENT AND ONLINE APPLICATION MODULE OVERVIEW

- **Certification Management:** Authorized staff will be able to create and edit certification records.
 - Records will be created when a certification application is first received.
 - Based upon certification type, business type, and action (new/recertification), a list of required and optional supporting documents and review questions are generated for the certification officer.
 - Staff will mark supporting documents as received and validated, answer set questions, and record field audit details. Applicants with incomplete data can be notified by email, fax, and/or hardcopy letter. Unresponsive applications can be closed.
 - After final decision, applications are marked approved or denied. If approved, certification start and end dates are entered and the certification is published to the Directory.
 - For approved applications, letters and certificates are generated.
 - As a certification nears expiration, staff can generate email/fax/hardcopies recertification notices and reminders.
- **Online MWDBE Directory:** When a certification application has been approved, and certification record verified, the firm is immediately listed as a certified firm in the publicly accessible, online DBE Directory. The Directory is searchable by firm name, owner, location, phone, fax, email, certification type, capability, NAICS code. A copy of the search results is downloadable in Microsoft Excel format (optional).

- **Online Application:** Applicants can start an application online, entering designated information. System can present a decision tree to applicants to guide them to the correct application type. Applications can be filled out in parts, permitting the user to save the form as they go and return later to finish without losing information. Once complete, they submit the application, print a confirmation page, sign (and certify/notarize, if necessary), and mail in along with supporting documentation. Once received, staff can designate the application as received and begin the review process. Paper applications can be entered into the system by designated staff.
 - **Application tracking:** Vendors will be able to track application status online.
 - **Reporting:** Staff will be able to generate reports according to defined parameters and filters.

REPORTING ENVIRONMENT OVERVIEW

B2Gnow includes over 200 standard reports that have been designed in collaboration with our customers. Standard reports are included for all modules including vendor management, contract compliance, certification management, online application, outreach and system auditing. Most standard reports can be run in several formats – to screen, to printer, PDF, Excel, Word, and CSV.

B2Gnow's vendor search function allows for powerful data extracts. Users can perform a search using relevant field selection and while reviewing the search results they can chose to "Export". This allows the user to select what fields they want to export and then export the search results to CSV/Excel.

B2Gnow also provides staff users with true Ad Hoc reporting using Microsoft Reporting Services. This powerful tool allows County staff to create their own reports and save them for future use. B2Gnow offers training and support on the ad hoc tool to assist County staff in learning to use the tool.

Lastly, B2Gnow can easily modify existing reports or create new reports to meet unique reporting needs. There are additional costs for the creation of custom reports. However, B2Gnow does not anticipate the need for any custom reports as part of the County implementation.

SYSTEM INSTALLATION AND UPDATES

B2Gnow is provided as a hosted SaaS solution and, unlike traditional software, does not require installation. The system is currently being used by customers all over the United States. Adding a new client, like County, involves creating a new account within the system and configuring the account to meet the client's needs. This allows us to provide new clients with initial system access in only a few days.

B2Gnow also manages all system updates in a manner that is transparent to the users. Our technical architecture allows B2Gnow system administrators to apply system upgrades with no system downtime.

INTERFACES

B2Gnow has extensive implementation and integration experience with enterprise-level financial, procurement, and data warehouse systems. B2Gnow has successfully interfaced with over sixty external systems during customer implementations.

Interface development is based upon the B2Gnow Data Implementation Process, and is well-documented and tested through dozens of projects. The most efficient method for data exchange is for the information to be provided as a flat file to County on a secure FTP server account. Data will be

considered verified and ready for export when placed on the FTP server. All data manipulation, filtering, and verification will be performed by Cook County before being placed on the FTP server.

From the flat file, information will be read, filtered, interpreted and loaded into the system. The interface will save the designated data elements to the specified records. After the data load, information that could not be successfully imported will be reported to the user as an exception list for optional manual update.

Upon request, B2Gnow will provide a copy of our standard Data Interface Guide and File Layout.

HISTORIC DATA LOADING

B2Gnow has migrated and imported over ten million records into the system. B2Gnow has developed standard data migration templates for contract, vendor, and certification records. We have a proven data analysis process which reviews all data for completeness and accuracy. Results of this process are shared with County to guarantee that only the highest quality data possible gets migrated into the new system. Data designated for inclusion in this project will be loaded into the system by B2Gnow.

PROCESS ANALYSIS AND INCORPORATION

A significant part of the value B2Gnow's team can bring to County is the experience we have amassed through the dozens of successful implementations. Our standard project plan includes analysis of County current compliance processes. During this stage B2Gnow will suggest process improvements based upon best practices we have witnessed at other organizations. Upon approval by County, the B2Gnow implementation team will configure the system to support any revised processes. The B2Gnow system is highly configurable and can easily accommodate County specific process needs, especially as they change in the future due to the regulatory and policy environment.

DATA OWNERSHIP AND RETENTION

County retains complete ownership rights to all data added to the system by their staff or vendors whether through manual entry or data interfaces. B2Gnow maintains no rights to County data and will only disclose or release data on explicit instruction from approved County staff.

County data will remain in the system for the duration of our engagement or until B2Gnow is instructed to archive or delete historic data. B2Gnow will comply with any data retention, deletion, or archive requirements that County is subject to.

County can export their data from the B2Gnow system at anytime without assistance from B2Gnow staff. Furthermore, at the end of our engagement B2Gnow will provide County with a complete electronic copy of all their system data.

SYSTEM ACCESS FOR USERS IS 24/7

B2Gnow is a 100% web-based system with guaranteed availability of at least 99.9%. As a result, the system is available 24/7 from anywhere with Internet access. Use of the B2Gnow system does not require any downloads, plug-ins, or cookies for either County staff or their contractors/vendors to access.

SECURITY CAPABILITIES

B2Gnow has implemented industry-standards for security access control including user specific logins, complex passwords, password expiration, concurrent logins (not permitted), and the ability to restrict or permit access based on IP range.

B2Gnow protects against unauthorized data access on several levels. Each individual accessing the system is required to have a unique login and password. The system enforces complex password requirements and does not permit concurrent logins. The system incorporates a triple-tier firewall architecture and is monitored 24/7, both internally and by 3rd-party firms, for intrusion detection and unauthorized access.

B2Gnow has never experienced unauthorized access to the system or data during our entire history. B2Gnow prevents inadvertent deletion of data in several ways. The system will not permit records that are associated with other data to be deleted. Secondly, the system utilizes a two-phase commit process, and asks the user to verify the deletion before completing the process. Lastly, the B2Gnow system administrator has the ability to restore deleted data. This service is included as part of the annual service fee and only takes a call or email to B2Gnow support.

HOSTING, SYSTEM BACK-UP AND DISASTER RECOVERY

As a hosted SaaS solution B2Gnow guarantees availability of 99.9%. We have always exceeded this guarantee and typically operate above 99.99%. B2Gnow maintains redundancy at every level of our architecture. We utilize multiple co-location facilities (each with redundant power, HVAC, & bandwidth), load balancers, redundant servers & devices at each node, database mirroring, and disk-disk-tape backup.

B2Gnow utilizes 3rd-party services to monitor system available from multiple locations around the country every five minutes. If the system experiences an outage B2Gnow system administrators and senior management are notified immediately.

B2Gnow's backup procedure has been designed to guarantee that no more than 4 hours of data would be lost due to a complete system failure, which has never occurred in the system's history. If a primary database server should fail, the system will automatically direct traffic to the redundant server. If both servers fail, the production database is backed up on disk to a separate server every four hours. Additionally, a tape backup is written every 24 hours and taken offsite weekly.

In the case of catastrophic system failure we maintain a disaster recovery environment available for rapid switchover and at least three additional training, testing, and development environments with full functionality that could be utilized at any time.

We have also included a B2Gnow Technology & Security Overview document in Appendix B for your review and welcome any additional technical questions you may have.

TEST ENVIRONMENT

B2Gnow will provide County with access to a test environment. The test environment will be available throughout the entire length of our engagement with County. The test environment will be a replica of production and will allow County to test, validate, and train in a non-production environment.

During the implementation, B2Gnow will configure each module based on County requirements. County will then have the ability to test the configuration and validate that the system meets the

requirements. This detailed validation process will guarantee that the go-live of the B2Gnow system will not be disruptive to Cook County's existing systems and processes.

COUNTY IT REQUIREMENTS

As a hosted SaaS solution, IT requirements for County are minimal. To access the system, users need only a PC with Internet access. The system does not require any plug-ins or 3rd-party software for user access.

Because B2Gnow is a hosted solution, there is no hardware or software for County to purchase, install, or maintain. B2Gnow system administrators will manage the entire technology infrastructure.

B2Gnow will work with your IT team during any initial data conversion and to create any interfaces between B2Gnow and existing County systems. Typically, these are defined tasks of the overall project plan and only require IT interaction on a limited basis for a four week period.

IMPLEMENTATION PLAN

B2Gnow has a long track record of successfully implementing diversity management systems with large governments. This experience will be leveraged for Cook County's project to ensure a project that is finished on time, on budget, and with the committed functionality.

Good and capable software is one element of a successful project. The other, equally important element, is the project plan.

- Is the project schedule well defined and reasonable? Does it include enough buffer time, yet maintain an aggressive pace?
- Will you receive regular reports on the status of the project? Are the reports straightforward and do they clearly indicate delayed tasks?
- What kinds of support are available? What are the response times? How do issues get escalated quickly to the right people?

Over the course of more than seventy-five (75) successful implementations, B2Gnow has developed and refined a standard implementation methodology. County will be assigned an experienced project manager who will guide it through the implementation process. Highlights of our implementation process include:

- **Kick-off meeting:** review scope; establish project plan, timeline, and resource list.
- **Weekly project calls:** to review status, manage schedule.
- **Portal creation:** County will participate in a portal configuration-exercise that results in a custom system portal that matches the desired look and feel.
- **Module configuration:** each module has a detailed document that outlines all configuration options and decisions needed. Established configuration guides facilitate faster, more accurate implementations.
- **Notification templates:** County will review and edit a detailed notification template for B2Gnow to customize system generated email and letter formats.
- **Data migration:** Utilize standard data migration formats that highlight required and optional fields. Standard formats allow easy and accurate data migration.
- **Integration:** Follow B2Gnow's established integration guide and data layouts to expedite the process. Our technical team will manage the integration process.
- **Training:** B2Gnow has standard training courses for each module; training is customized for County-specific processes and requirements.
- **Go-Live:** Detailed checklist utilized to prepare both client and its contractors for a successful go-live.
- **Project oversight:** B2Gnow's executive management team provides regular project oversight to guarantee client satisfaction, and is continually accessible throughout the entire contract term.

While B2Gnow has developed a standard implementation process with detailed templates and guides, we realize that every customer is unique. The tools we have developed provide a proven methodology while allowing the project manager to tailor the implementation tools to meet County specific needs. This approach allows for a best-of-both-worlds implementation approach.

ESTIMATED TIMELINE

The project objectives are detailed below in the preliminary schedule. At this stage it is only possible to provide a proposed weekly schedule based on our understanding of County requirements. More or less time may be needed for the implementation depending upon County of existing systems and quality of its data. Upon project initiation, a daily/weekly schedule will be developed in conjunction with County project management staff.

After we gain a further understanding of the detailed requirements and expectations of County, it may be possible to significantly shorten the project schedule. However, much of the time in the project is buffer to enable County to gather and verify requested data and process documents, approve deliverables, and streamline internal processes.

Our team places great importance on achieving the set schedule goals of this initiative, and on ensuring that expectations are reasonable and attainable. With close cooperation between County and B2Gnow, it is possible to have the system launched within weeks, and at full utilization within months. Our team is confident of achieving the target schedule dates with the support of County.

The proposed schedule assumes that all information is ready at the beginning of the project and appropriate staff have been allocated to the project. Lack of proper staff resources may result in additional time being required.

Task	Week												
	0	1	2	3	4	5	6	7	8	9	10	11	12
Notice to Proceed	█												
Project Kick-Off		█											
Vendor Management Module Configuration			█	█	█								
System Portal Configuration			█	█	█	█							
Certification Management Module Configuration				█	█	█	█						
Online Application Module Configuration					█	█	█	█					
Contract Compliance Module Configuration						█	█	█	█				
Report Configuration							█	█	█	█			
Third-Party System Integration								█	█	█	█		
Migrate existing data									█	█	█	█	
Training										█	█	█	█
Go-Live													█

PROJECT STATUS REPORTS

B2Gnow will provide access to our online project management system. County will be able to view project tasks and status at any time. Tasks assigned to County will also be included to ensure that staff are knowledgeable about the schedule and data requirements of the project. Staff will be able to generate project status reports at any time that could include the following sections:

- **Project Status:** overall project status indicator (green, yellow, red).
- **Target dates (both past and future):** all key project dates and status of each.
- **Main activities:** major accomplishments and events of the past week.
- **Main planned activities in coming week:** events planned.
- **Issues:** what problems required immediate resolution to keep the project on schedule.

- **Activities by milestone:** a review of each major milestone and the accomplished sub-steps for each.
- **System statistics:** summary and detailed statistics of the system's operation, including audits, responses, registrations, accounts, contracts, and certifications.

COUNTY PROJECT RESPONSIBILITIES

To ensure an on-time project that delivers on all functional items, County staff will be expected to actively participate and contribute. One County staff member and one IT staff member will be designated as key contacts for process and technical issues. These personnel will be expected to provide timely responses to requests for information and milestone approval to keep the project on-track.

County will provide a variety of information, including, but not limited to:

- Vendor data
- Staff contact information
- Entering of contract data, including subcontractor details as needed
- Content for the system and notification templates
- Samples of any federal, state, or internal reports required
- Samples of payment reports and/or data files
- Samples of any other documents, files, or items that provide an example of information, style, or format necessary to configure, customize, and/or deploy the system.
- Any other information required for the deployment, maintenance, or enhancement of the system for County use.
- Information for each data type shall be delivered together.

We will identify deadlines for the provision of every information type by County at the beginning of the project, based upon the schedule. Any other requests for information that do not explicitly state deadlines will have an automatic 10 business day deadline. If the response and/or data is not received by the set or implicit deadline, the project schedule shall be automatically adjusted to account for the delay.

For the loading of vendors, users, contracts, certifications, etc., we will set a deadline for the provision of data for each data type. Up to that date, we will perform the loading and/or configuration as part of the implementation. After that date, County will be responsible for loading and/or configuration of that data.

It is strongly recommended that County include in all future contracts any language required to make use of this system mandatory for all vendors.

PROJECT MANAGEMENT TOOLS

Over the course of seventy-five plus implementations B2Gnow has developed and refined a proprietary set of implementation tools, template, and documents. These tools will be used throughout the implementation process to guarantee a successful implementation.

B2Gnow's implementation library includes:

- Project implementation plan template
- Project status update template
- Portal configuration guide

- System notification templates
- Module configuration guide (for each module)
- Data migration guide
- Data migration file layout template
- Data interface guide
- Data interface file layout template
- Training plan
- Training Course Syllabi and instructional documents
- Sample system announcements
- Internal go-live checklist
- Public go-live checklist
- Post go-live checklist

TRAINING AND SUPPORT SERVICES

Robust, flexible B2Gnow Diversity Management, coupled with our proven implementation services, delivers a solution that will meet Cook County's requirements out-of-the-box.

TRAINING SERVICES

B2Gnow will provide training for County staff. During training, users are tutored through entire tasks using their accounts in the actual system. This approach enables a user to understand the system as a whole, rather than gaining only a surface-level, mechanical understanding of the software.

Users are introduced to the system through an initial, hands-on webinar or in-person training session. They complete the training on their own time online, using online tutorials and walkthroughs. An end-user typically can begin submitting transactions and managing processes in less than one day. Advanced users are able to manage tasks of agency and user management within a few days.

Web-based refresher training or training for new staff members is included at no additional cost as part of the annual service fee. Refresher training can be accomplished through our regularly scheduled training webinars or by arranging one-on-one sessions through support. Onsite follow-up training is also available, but is billable.

Vendors typically require very little, if any, training due to the intuitive nature of the process and detailed online documentation. We can incorporate initial vendor training as part of the on-site or web-based training sessions during implementation. Vendors may also sign-up for regularly scheduled vendor training webinars.

TRAINING TOOLS

Over the course of over 70 implementations B2Gnow has developed a set of tools to assist in user training. These tools include:

- Proven training methodology
- Standard End-User training syllabi for each module
- Standard Train-the-trainer syllabi for each module
- Regularly scheduled training webinars for staff and vendors
- System user manuals
- System Quick guides
- Online video training

SUPPORT SERVICES

As a hosted solution your annual service fee is comprehensive. In addition to guaranteed system access, availability, and software updates, B2Gnow provides unlimited technical problem solving support. Support is provided by phone, email, and online to staff. For vendors, support is provided by email with a maximum 24 hour response time for all tickets submitted during business hours. Issues, questions, and concerns from vendors regarding transactions and other account updates will be directed to the designated County staff member.

TYPES OF SUPPORT

B2Gnow's Customer Support includes many different support options:

- Online support through the system and email

- Telephone support
- User training webinars
- User manuals and quick-guides

The primary method of contacting Customer Support is through the system. The B2Gnow system has a built in support capture mechanism that collects relevant information and routes it immediately to the support team, resulting in the fastest response. An integrated Help Desk module identifies the user to support staff and permits the first available team members to review and respond to the query.

Users can ask any type of question; however, queries regarding Cook County's Diversity program (e.g. questions about County certification or contract compliance) received by B2Gnow Customer Support will be assigned to the appropriate County staff member. County staff users are able to use the Help Desk module to respond to queries, which then maintains a history of all support contact.

A dedicated email address will be configured to collect email support queries and automatically log them into the Help Desk module. Once logged, they are viewed and answered in the same manner.

County staff can contact support by telephone for priority issues. Vendors are encouraged to contact support through the system or email for fastest response, but B2Gnow support staff are authorized to respond to vendors by phone if necessary to resolve an issue.

B2Gnow offers regular training webinars to all staff and vendor users. Users can register for a class and attend while sitting at their computer. User manuals and quick-guides are provided in PDF format for download.

- Product updates
- Telephone support
- Online support through email and the Internet

The support and maintenance criteria set forth in this section are standard support solutions. For customers with unique support requirements, B2Gnow can design customized support packages and associated fee schedules.

HOURS OF AVAILABILITY

B2Gnow's support departments are available during the hours listed below. Times are for standard support; additional hours of support are available on a negotiated case-by-case basis.

Customer Support:	8:00 am to 6:00 pm CST, Monday through Friday
Technical Support:	8:00 am to 6:00 pm CST, Monday through Friday

Clients are also provided with after-hours contact information to be used only in emergency situations.

SUPPORT RESPONSE TIMES

B2Gnow's goal is to respond to each support tickets within two hours of submission by phone, email, or system during business hours. B2Gnow regularly meets this goal, but due to potential complexity of a support ticket B2Gnow guarantees a response within 24 hours for all tickets submitted during business hours.

PRIORITY & SEVERITY LEVELS

B2Gnow will diligently work for the prompt resolution of defects and errors in the software, hardware, or connectivity of the B2Gnow Service. System problems can be submitted by phone, email, or internally within the system (Problem Report, Callback Request, and Administrator Message functions).

The customer is best able to assign a severity level to a problem; however, B2Gnow Technical Support will ask questions to assure the right resources are assigned. When reporting a problem or updating the status of an incident, customers should always call B2Gnow's main support number rather than a particular B2Gnow employee. If you have a Severity 1 or 2 problems with your system, please inform the first representative when you call in so your problem will be escalated to the right person as quickly as possible.

B2Gnow will respond to and complete correction of errors, defects and malfunctions, in accordance with the following schedule:

Priority 1/Severity 1: An error isolated to the B2Gnow software that renders system inoperative or causes the product to fail catastrophically; e.g. major system impact, system down.

B2Gnow will make an initial response to a Severity 1 normal maintenance call within two hours after receipt. Severity 1 calls will be handled on a 24x7 basis. B2Gnow will use reasonable efforts to provide a fix, work around or to patch a Severity 1 defect within twenty-four hours after the problem is replicated by B2Gnow and confirmed as a defect.

Priority 2/Severity 2: An error isolated to the B2Gnow software that substantially degrades the performance of the product or materially restricts business; e.g. system hanging, some functionality not accessible.

Provided that the maintenance call is received within B2Gnow's normal maintenance hours, B2Gnow will make an initial response to a Severity 2 maintenance call within four hours after receipt. B2Gnow will make reasonable efforts to provide a fix or work around for a Severity 2 defect within three business days.

Priority 3/Severity 3: An error isolated to the B2Gnow software that causes only a minor impact on use of the product; e.g. system slowdown.

Provided that the maintenance call is received within B2Gnow's normal maintenance hours, B2Gnow will make an initial response to a Severity 3 maintenance call within twenty-four hours after receipt. B2Gnow will make reasonable efforts to provide a fix or work around for a Severity 3 defect within five business days.

Priority 4/Severity 4: A reported anomaly to the B2Gnow software, which does not substantially restrict the use of one or more features of the licensed product to perform necessary business functions.

Provided that the maintenance call is received within B2Gnow's normal maintenance hours, B2Gnow will make an initial response to a Severity 4 maintenance call within forty-eight hours after receipt. B2Gnow will make reasonable efforts to identify a resolution to a Severity 4 defect within thirty days and to incorporate Severity 4 fixes into the next release of the product.

Priority 5/Severity 5: Enhancement request.

Provided that the maintenance call is received within B2Gnow's business hours, B2Gnow will make an initial response to a Severity 5 maintenance call within five business days after receipt. Severity 5 issues will be dealt with on a case-by-case basis.

Errors within the system are automatically logged with an email alert sent to the B2Gnow support team. Typically, the support team is aware of an issue before users report it. Team members will proactively monitor the system to analyze user behavior and system response.

DOCUMENTATION

User documentation for users will be provided in multiple formats, including onscreen content, an online help system, and printable user manuals and quick guides. The content in the documentation is updated regularly and is available to County for its own publication. Additionally, online video help is available for both staff and vendors.

Attachment B: Reporting

Diversity management software for government

Contract Compliance
Certification Management
Bid Tracking & Goal Setting
Outreach Management
Prevailing Wage

B2G NOW

Reporting

- All information presented is for review only and not for public disclosure under any circumstances.
- Reports are shown in raw or slightly modified format. If modified, changes were made only to fit the output on a single page or redact confidential information.
- Records shown are excerpted from the original reports. Some totals may not appear correct due to deleted pages.



Contract Compliance

- Active Contracts Marked Final
- Active Contracts Past End Date
- Active Contracts with Prime Payments
- Ad-Hoc Query Master Contract List (2)
- All Active Contracts
- Audit Response Statistics
- Certified contractors assigned to contracts but not counted for credit
- Certified Firms With Awards and Payments
- Compliance Officer Activity (All Users)
- Compliance Officer Activity (Individual)
- Contract Award Concentration
- Contract Awards (For Credit) Summarized by Department, Type, Category, Goal Type, Vendor Type, Ethnicity, Gender
- Contract Category Summary
- Contract Payments (For Credit) Summarized by Department, Type, Category, Goal Type, Vendor Type, Ethnicity, Gender
- Contract Payments Not Imported - By Contract
- Contract Payments Not Imported - By Vendor Number
- Contract Type Summary
- Contractor Payment Summary
- Contractor Payment Summary (For Credit)
- Contractors assigned to active contracts for credit but not currently certified
- Contractors Missing Contact Information
- Contracts That Need to be Closed
- Contracts with goals and no subcontractors
- Department Dashboard
- Department Summary
- Duplicated Contracts
- Ethnicity and Gender Summary - Subcontractors Only
- Ethnicity and Gender Summary - With Primes
- Ethnicity Summary - Subcontractors Only
- Imported Records for Processing
- Master Contract and Task Order Listing
- Missing Information on Contracts
- Payment Totals by Vendor
- Prime and Sub Payment Detail
- Prime Listing (based upon active contracts with goals)
- Prime Listing (based upon all active contracts)
- Primes & Subs Payment Detail - By Contract
- Primes and Subs on Active Contracts
- Primes and Subs on Contracts with Payments
- Prompt Payment Analysis by Contract vs Prime Payments
- Prompt Payment Analysis by Contract vs Subcontractor Payments
- Prompt Payment Analysis by Prime vs Prime Payments
- Prompt Payment Analysis by Prime vs Sub Payments
- Reported Discrepancies
- Semi-Annual Report - New Version
- Semi-Annual Report - Worksheets - New Version
- Status Count Analysis by Prime vs Prime Payments
- Status Count Analysis by Prime vs Sub Payments

- Status Count Analysis for Period vs Prime Payments
- Status Count Analysis for Period vs Sub Payments
- Status Count Analysis vs Prime Payments
- Status Count Analysis vs Subcontractor Payments
- Sub Awards by Dep't, Type, Ethnicity, and Gender
- Subcontractor Invoice - Payment Tabulation
- Subcontractor List
- Subcontractor Payment Summary (All)
- Subs assigned to contracts but not currently certified
- Unpaid Retainage by Contract, Prime & Sub
- Unresponsive Vendors
- Vendor Compliance Audit Response Times

Online Application

- Application Pipeline
- Application Statistics
- Applications - Received - Summary

Certification Management

- Applications - Closed
- Applications - Decisions
- Applications - Denied
- Applications - In Committee
- Applications - Pending Assignment to Certification Officer
- Applications - Pending Data Input or Final Review
- Applications - Received
- Applications - Received - Summary
- Certification Action History
- Certification Processing Time
- Certification Status Report
- Count - Application Count in Past Year
- Count - CCO Field Audits
- Count of All Actions and Duration Averages
- Graduating Firms
- Mailing Information of Expiring Applications
- Mailing Information of New Active Applications
- Mailing Information of Recently Approved Applications
- Pending Applications (all CCOs) - Detailed Status
- Pending Applications (all CCOs) - Summary Status
- Pending Applications (individual CCO) - Summary Status

Certified Directory

- Business Name sorted
- Business Revenues and Employees
- Category, Capability & Ethnicity Sorted
- Certified Directory as of Selected Date
- Certified firms contracting with other B2Gnow organizations
- Concessionaire certification expiration report
- Duplicate active certifications
- Ethnicity & Gender Summary
- Ethnicity sorted
- Mailing Information of MWDDBE Directory
- NAICS code sorted

- Recently Certified/Renewed Firms
- Zipcode sorted

Concessions Management

- Concession revenues not Imported
- Concessionaires list by ethnicity, gender and certification type
- Concessions That Need to be Closed
- Duplicated Concessions
- Ethnicity, Gender & Certification Type Gender Revenues Summary
- Joint Venture Owners
- List of all vendors
- List of all vendors counted for credit
- List of concessionaires and revenues (Cumulative)
- List of concessionaires and revenues (New)
- List of concessionaires by terminal
- List of Concessions & Locations
- List of Concessions & Locations with Revenues
- List of Location Revenues, by Time Period
- Location Data Block with Detail
- Missing Information on Concessions
- Revenue data not imported
- Tabulation of revenues and percentages by concession and concessionaire
- Tabulation of revenues and percentages by OPEN concession and concessionaire
- Terminal Concessionaires (ACDBEs only)
- Terminal Concessionaires (All firms, Cumulative)
- Terminal Concessionaires (All firms, New)
- Terminal Concessionaires (with JVs)
- Uniform Report of ACDBE Participation

Vendor Management

- Expired Vendor Questionnaires
- Incomplete & Abandoned Questionnaires
- Vendor Management Activity

General

- Answered Support Tickets
- Email & Fax Rejects
- Email and Mailing Lists - Certifications
- Email and Mailing Lists - Concessions
- Email and Mailing Lists - Contracts
- Notifications Count
- Pending/Open Support Tickets
- Staff Page Views
- User Activity - Page View & Logins

Outreach and Event Management

- Event Attendees

Disparity Study

- Certification List
- Certification Work Categories
- Contract List
- Contract Statistics
- Contractor Work Categories

Prevailing Wage/Labor Compliance

Management Reports

- Contractor Assignments Report
- Document Tracking Summary Report
- E-Document Reports (2 versions)
- PM Login Report
- Letter Tracking Summary Report
- Missing eDocuments Report (beta)
- Multiple CPRs Report
- Federal Project Wage Data Report
- Federal Rates Summary Report

Compliance Reports

- All Notices Report
- Certified Payroll Report (WH-347)
- Certified Payroll Summary Report
- Holiday Report
- Late CPR Summary Report
- Look Ahead CPR Summary Report
- Penalty Report
- Site Visitation Report
- Site Visitation Summary Report

Workforce Reports

- EEO Weekly Report
- Employee Utilization Report
- Federal (FHWA) 1391 Report
- Goal Report
- Workforce Utilization Summary Report
- Utilization Summary Report - Hours by City

List Reports

- Contractor List Report
- Employee List Report
- Project Summary Report
- Unassigned Employee List
- Unassigned Employee List Pay Records Report

Apprentice Reports

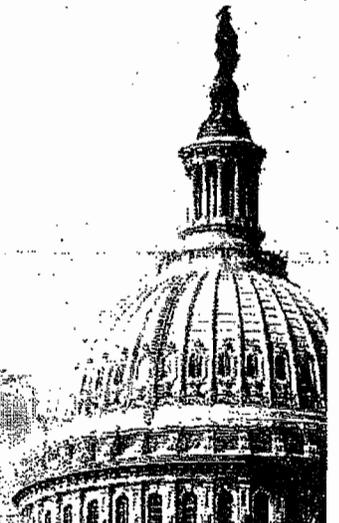
- Apprentice Hours Report
- Apprentice Hours Report by Contractor
- Apprentice Hours Report by Trade
- Apprentice Info Report
- Apprentice List Report (beta)
- Training Reimbursement Report

Diversity management software for government

B2G NOW

Contract Compliance
Certification Management
Bid Tracking & Goal Setting
Outreach Management
Prevailing Wage

Certification Reporting



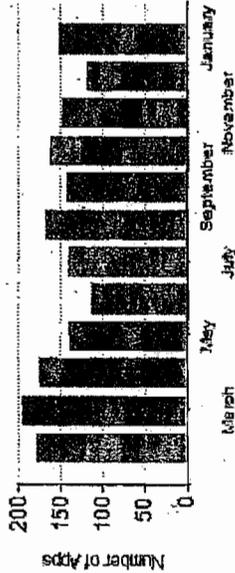
Application Pipeline

2/5/2012 11:21:30 AM

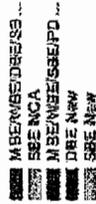
Summary is for past year

Applications Started

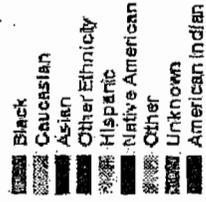
Monthly Count



Application Type

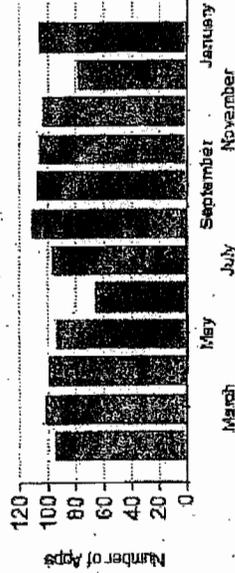


Ethnicity

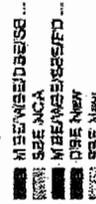


Applications Submitted

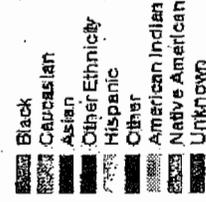
Monthly Count



Application Type



Ethnicity



Incomplete Applications

#	Application Type	Business Name	App #	Created	Contact	Document Format	Days in Process	Location	Deletion Date
172	MBE/WBE/DBE/SBE/PDBE	Briones Consulting &	6241193	2/3/12	Rolando	Electronic	1	San Antonio, TX	5/3/12
173	SBE New	Great Ecology and	0701779	2/3/12	Mark Laska	Not Selected	1	Houston, TX	5/3/12
174	MBE/WBE/DBE/SBE/PDBE	Houston Wave LLC	8114002	2/3/12	Lauren Barrash	Not Selected	1	Houston, TX	5/3/12
175	DBE New	Brooklyn Sweeps, LLC	0264693	2/3/12	Chris Adams	Electronic	1	RICHARDSON, TX	5/10/12
176	DBE New	Recruit Hospital	2907955	2/4/12	Rollis Fontanot	Not Selected	1	Houston, TX	5/4/12
177	MBE/WBE/DBE/SBE/PDBE	Yoa CPA, LLC	7000465	2/4/12	James Yoe	Electronic	1	Houston, TX	5/4/12
178	SBE New	Pettuel Construction &	0683938	2/4/12	Aundre Jones	Not Selected	1	Houston, TX	5/4/12
179	MBE/WBE/SBE/PDBE New	Bayus Security Service	3819671	2/4/12	Ojalekan	Not Selected	0	MIAMI, FL	5/4/12
180	MBE/WBE/DBE/SBE/PDBE	Lalbowitz AMC, Inc.	0985607	2/4/12	Lynn Lalbowitz	Electronic	0	Houston, TX	5/4/12
181	MBE/WBE/SBE/PDBE New	Geeks on Demand, LLC.	6665612	2/4/12	Erwin	Electronic	0	Houston, TX	5/4/12

Total Incomplete Applications: 181

Application Pipeline

2/6/2012 11:21:20 AM

Applications Complete & Pending Signature

#	Application Type	Business Name	App #	Created	Contact	Document Format	Completed by	Date Completed	Days in Progress	Location	Deletion Date
1	MBE/WBE/DBE/SBE/PDBE	BJ Flagging Company	5503964	1/31/12	Burl Jones	Hardcopy	Burl Jones	1/31/12	4	Houston, TX	4/30/12

Total Applications Complete & Pending Signature: 1

Applications Signed & Pending Submission

#	Application Type	Business Name	App #	Created	Contact	Document Format	Signed by	Date Signed	Days in Progress	Location	Deletion Date
1	MBE/WBE/DBE/SBE/PDBE	The Look Enterprises, Inc.	5241299	2/2/12	James Selmon	Hardcopy	James Selmon	2/2/12	2	Bellaire, TX	5/2/12

Total Applications Signed & Pending Submission: 1

Applications Submitted & Pending Receipt

#	Application Type	Business Name	App #	Created	Contact	Document Format	Submitted by	Date	Days From	Location	Deletion Date
18	MBE/WBE/DBE/SBE/PDBE	Petro Amigos Supply, Inc.	4472513	1/31/12	Carol Vasquez	Hardcopy	Carol Vasquez	1/31/12	4	Houston, TX	4/30/12
19	NCA	Advantage Manhole & Concrete Services, Inc.	6221678	2/1/12	Patricia Williams	Hardcopy	Patricia Williams	2/1/12	3	Houston, TX	5/1/12
20	MBE/WBE/DBE/SBE/PDBE	Advantage Manhole & Concrete Services, Inc.	0436909	2/1/12	Patricia Williams	Hardcopy	Patricia Williams	2/1/12	3	Houston, TX	5/1/12
21	SBE NCA	Carol Vick Architect LLC	7591212	2/1/12	Carol Vick	Hardcopy	Carol Vick	2/1/12	3	HOUSTON, TX	5/3/12
22	MBE/WBE/SBE/PDBE New	Kleen Janitorial Supply	4388852	1/31/12	Carlos Pena	Hardcopy	Carlos Pena	2/2/12	2	Galveston, TX	4/30/12
23	MBE/WBE/DBE/SBE/PDBE	KIT Professionals, Inc.	7492025	2/1/12	Sudhakar Kalaga	Electronic	Sudhakar Kalaga	2/2/12	2	Houston, TX	5/1/12
24	NCA	A Wrecker Service	3806477	2/2/12	Lakisha Mason	Hardcopy	Lakisha Mason	2/2/12	2	Houston, TX	5/2/12
25	MBE/WBE/DBE/SBE/PDBE	Rogers Environmental & Safety Services, Inc.	1563256	2/2/12	Katherine Rogers	Electronic	Katherine Rogers	2/2/12	2	Jacksonville, FL	5/2/12
26	NCA	Delmet Services, LLC	7420590	2/1/12	Theosalonian LeBlanc	Electronic	Theosalonian LeBlanc	2/2/12	2	Houston, TX	5/1/12

Total Applications Submitted & Pending Receipt: 26

Applications Received & Pending Review

#	Application Type	Business Name	App #	Created	Contact	Document Format	Received by	Date Received	Days From Submit	Location	Deletion Date
18	MBE/WBE/DBE/SBE/PDBE	Younger & Associates	6525215	11/15/11	Patricia	Hardcopy	Barbara Small	12/6/11	81	Houston, TX	2/13/12
19	MBE/WBE/DBE/SBE/PDBE	A-Rocket Moving & Storage,	1452664	12/1/11	Lucete Galan	Electronic	Barbara Small	12/9/11	60	Houston, TX	2/29/12
20	SBE NCA	Rincon Air & Heat Company,	8776978	12/7/11	Joseph Rincon	Electronic	Barbara Small	12/9/11	60	Houston, TX	3/6/12
21	MBE/WBE/SBE/PDBE New	Solution Tech Staffing, Inc.	2280094	10/5/11	Diane Choate	Electronic	Jessica Vielma	1/18/12	37	Houston, TX	1/1/12
22	SBE NCA	Agas Commercial & Office	7852238	1/3/12	Abdul G Sasay	Electronic	Louis Canton	1/9/12	31	Houston, TX	4/2/12
23	MBE/WBE/DBE/SBE/PDBE	Smith - Mobley, Inc.	5571485	12/7/11	Layon Smith	Electronic	Barbara Small	1/17/12	25	Houston, TX	3/6/12
24	MBE/WBE/DBE/SBE/PDBE	Big City Access, Inc	4458672	11/1/11	Linda McCurdy	Electronic	Barbara Small	1/17/12	24	Universal City, TX	1/30/12
25	MBE/WBE/DBE/SBE/PDBE	Spread the Word Commercial	6746126	1/14/12	OwneerKatherin	Hardcopy	Barbara Small	1/27/12	21	HOUSTON, TX	4/13/12
26	DBE New	Fern Environmental	2731384	1/26/12	Gregory Lall	Hardcopy	Barbara Small	2/2/12	5	Cypress, TX	4/25/12

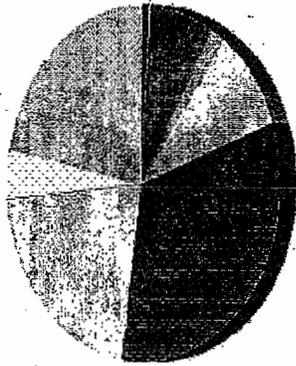
Total Applications Received & Pending Review: 26

Certified Directory - Ethnicity & Gender Summary

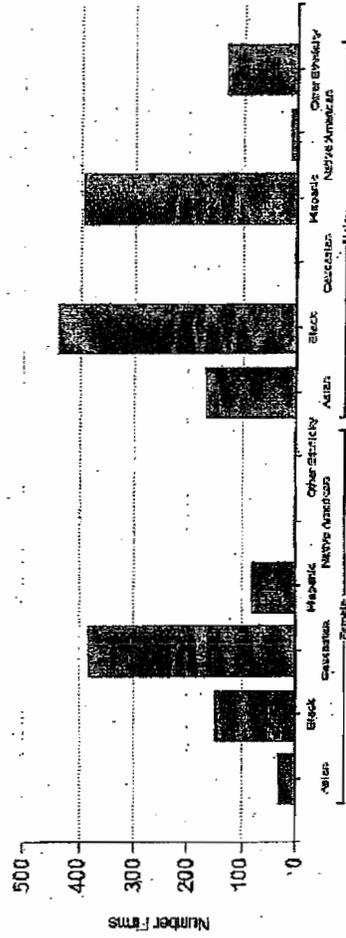
As of 2/5/2012

Ethnicity & Gender Summary

Ethnicity	Gender	Number Firms
Asian	Female	30
Asian	Male	167
Black	Female	150
Black	Male	438
Caucasian	Female	383
Caucasian	Male	1
Hispanic	Female	80
Hispanic	Male	393
Native American	Female	1
Native American	Male	12
Other Ethnicity	Female	2
Other Ethnicity	Male	132
Total Firms		1789



- Asian - Female
- Asian - Male
- Black - Female
- Black - Male
- Caucasian - Female
- Caucasian - Male
- Hispanic - Female
- Hispanic - Male
- Native American - Female
- Native American - Male
- Other Ethnicity - Female
- Other Ethnicity - Male



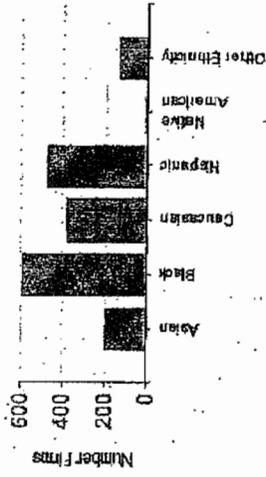
Certified Directory - Ethnicity & Gender Summary

As of 2/5/2012

Ethnicity Summary

Ethnicity	Number Firms
Asian	197
Black	588
Caucasian	384
Hispanic	473
Native American	13
Other Ethnicity	134
Total Firms	1789

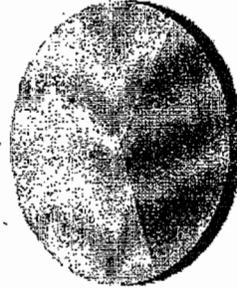
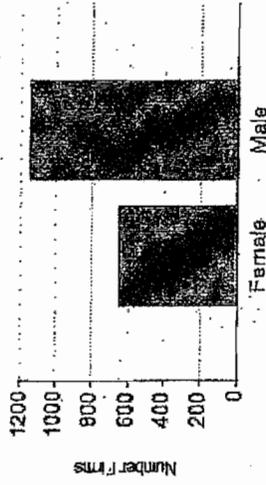
Asian
 Black
 Caucasian
 Hispanic
 Native American
 Other Ethnicity



Gender Summary

Gender	Number Firms
Female	646
Male	1143
Total Firms	1789

Female
 Male

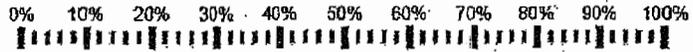


Online App Statistics

Displaying all users accessing the online application module
between 10/1/2011 and 10/31/2011
(No data available prior to 5/15/2011)

Firms accessing the online application module

Stage	Count	% Complete	% Dropout
View Start Page	214	100.0%	0.0%
View Doc List Preview	194	90.7%	9.3%
Start Online App	153	71.5%	28.5%
Submit Online App	105	49.1%	50.9%



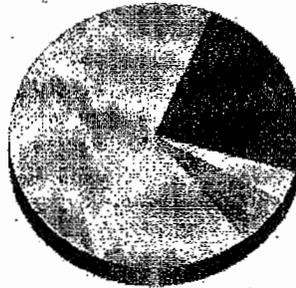
Business Name	Contact	View Start Page	View Doc List Preview	Start Online App	Submit Online App	Email	Phone	Fax
24 hours non emergency medical transport, 4U Services, Inc.	Nemat Khawaja Liang Chan	Yes Yes	Yes Yes	Yes No	Yes No	nonememr@sp@gmail.com contact@steler.com	8328800334 2124322848	2815548482 2124322848
A&M Environmental, LLC	Will Followell	Yes	Yes	Yes	Yes	pcastro23@sboglobal.net	7136787519	7139217613
A-1 Hydro-Mulching of Houston, Inc.	David Kurz	Yes	Yes	Yes	Yes	dkurz@a1hydroamulching.com	7137745808	7137746737
AAA Asphalt Paving, Inc.	Corinna Simpson-Garza	Yes	Yes	Yes	Yes	corinna@aaa-asphalt.com	7138967373	7138963689
ABIDING ENTERPRISE LLC	Sharyl Dennis	Yes	Yes	Yes	No	csyd@sboglobal.net	7139078298	2814547080
ABY TRUCKING	JOSE GONZALEZ	Yes	Yes	Yes	Yes	ABYTRUCKING@GMAIL.COM	8323721808	7137288751
Access Technology Systems, Inc.	Lolani F. Lamartine	Yes	Yes	Yes	Yes	dora@access technologysystems.com	6727328200	6727328201
Accessible Design Solutions	Laura Rona	Yes	Yes	Yes	Yes	crystal@ada-texas.com	2819993733	2819993733
Action Photography & Service	Gwen Iselt	Yes	Yes	Yes	Yes	giselt@cebbridge.net	8368667901	8368667901
Acustrategy	Mohammed Zaki	Yes	Yes	Yes	Yes	mzaki@acustrategy.com	7132808628	7132808602
Advanced Technology Systems, Inc.	Melani Brown	Yes	Yes	Yes	No	mbrown@chesterengineers.com	4128099022	4128099026
Alliance Meeting & Conference Management	Moriena Peña	Yes	Yes	Yes	Yes	alliancom@sboglobal.net	7137761921	7132837290
Alluring Vistas, Landscape & Irrigation	Lee Ford	Yes	Yes	No	No	alluringvistas@yahoo.com	8324537589	2814582840
ALTERNATOR EXCHANGE, LLC	LINDA WOOD	Yes	Yes	Yes	Yes	alternator.start@sboglobal.net	7136916896	7136916898
AMAZING AWARDS INC	JOHNNY GREEN II	Yes	Yes	Yes	No	jgreen@amazawards.com	7138886240	8004187510
AMB Architects, PLLC	Alycia Makarewicz	Yes	Yes	Yes	Yes	alysem@ambarchitects.com	7133509401	7133509450
American Eagle Electric, Inc.	Maria Robles	Yes	Yes	Yes	No	mariaamericaneagle@sboglobal.net	2813740503	2813740507
Anointed Praise Management Properties	Marsha Max	Yes	Yes	No	No	info@anproprmanagements.com	8324264029	8326934235
Anus Technology	Anne M. Gunter	Yes	Yes	Yes	Yes	anutech@yahoo.com	8322991828	2814124410
Ardent Enterprises, LLC	Jerome Smith	Yes	Yes	Yes	No	jenith@ardentech.net	2812880039	2812880071
Armand Resource Group, Inc.	Gregory A. Jenifer	Yes	Yes	No	No	armandresourcegroup@man.com	2013578725	2013578727
Armor Fire & Sound, LLC	Angela Matthews	Yes	Yes	Yes	Yes	angela@armorfire.com	8007801159	2812908397
Armstrong Management, Inc.	Edward Armstrong	Yes	Yes	No	No	uncleedsinc@bellsouth.net	7709949990	7704605109
A-Rocket Moving & Storage, Inc.	Lucette Galen	Yes	No	No	No	lgalen@arocket.com	7137486024	7137481780
Assurance Pest Control, Inc.	Albert Bloom	Yes	Yes	Yes	Yes	abloom2@yahoo.com	8327983393	2818859276
Atser, LP	Mark Metyko	Yes	Yes	Yes	Yes	dm@atser.com	2818999961	2818999962
Aus-Tex Electric, Ltd.	Patrick Austin	Yes	Yes	Yes	No	contact@aus-texelectric.com	7136826909	7138806849
B & D Maintenance & Trucking	Deborah Cammack	Yes	No	No	No	bdmain@yahoo.com	2818122816	2818122816
Barnex Painting, Inc.	Jorge Bastard	Yes	Yes	Yes	Yes	barnexpainting@barnexmail.com	2814418322	2814418327
Belway Realty Inc.	CEO Jacqueline D	Yes	Yes	Yes	No	belway@cs.com	2814478947	2814478967
Bishop Quintana Roy Advertising & Public Relations	Vicki Roy	Yes	Yes	Yes	Yes	vicki@bqadvertising.com	7139527100	7139527144
Black Hawk Supply	Roberto Zuniga	Yes	Yes	Yes	No	rzuniga@blackhawksupply.com	2812775112	2812401777
Blazek & Vetterling	Lillie Armstrong	Yes	No	No	No	lilie.armstrong@bvcpa.com	7137395717	7134395758
Bleek Technologies	Kelvin Chapman	Yes	No	No	No	kech@bleektech.com	8323380122	2814414144
Bradlink, LLC	Monica Bradshaw	Yes	Yes	No	No	monica_bradlink@yahoo.com	2813129984	8667600407
Bradlink, LLC	Heleen Callier	Yes	No	No	No	bradlink@yahoo.com	2813129984	8667600407
Brookway Horticultural Services, Inc.	Laronda White	Yes	Yes	Yes	Yes	lw@brookway.com	7134681420	7134685427
Brown Aerobic Service Company, Inc.	Rashaud Brown	Yes	Yes	Yes	Yes	rbrown081301@yahoo.com	2818581653	2818510391
Burns and Burns Inc.	Steve Trant	Yes	Yes	Yes	Yes	steve@astofence.com	7136896111	7136884061
C & B Rebar Construction, Inc.	Carole Barrera	Yes	Yes	Yes	No	carobar@yahoo.com	7136761020	7136781060
C & D Janitor Service, Inc.	Cynthia Cantrell	Yes	Yes	Yes	Yes	cdjanitor@aol.com	7136959898	7136959898
CañonCrest Associates, Inc.	Cornel Johnson	Yes	Yes	No	No	7cong@sboglobal.net	7138452832	7138434744
Caring Commercial Cleaning Inc.	Michael Powell	Yes	Yes	Yes	Yes	info@svmcleaning.com	8322993104	2813726917
CDI Management Services, Inc.	Kenneth McCowan	Yes	Yes	No	No	cdimgnt@aol.com	7137870158	7137870567
Cerberus Star Enterprises	Anthony Covington	Yes	Yes	Yes	Yes	sales@cerberusstar.com	7188697652	
CeUmanzor Construction Co, Inc	Mario Umanzor Jr.	Yes	Yes	Yes	No	umanzormj@gmail.com	8325677786	7138531295
CIVE Construction, LLC	Steven Williams	Yes	Yes	Yes	No	swilliams@cive.com	2818708727	2818708728
Claudette Mayfield Consulting, Inc	Susan Mayfield	Yes	Yes	Yes	No	susan.mayfield@thamayfieldgroup.us	2105957345	2105957345
CLB Porter, LLC	Shawn Barney	Yes	Yes	Yes	No	sbarney@dylebarney.com	5042693433	5042893411
Competitive Choice, Inc.	Aundrea Williams	Yes	Yes	Yes	Yes	aundrea@competitivechoice.net	7136381144	7136381186
Complete Solutions, Inc.	Ranga Vasudevan	Yes	Yes	Yes	No	info@complete-solutions.com	7139749004	7139748039
Conrad Construction Co., LTD.	Don W. Conrad	Yes	Yes	Yes	Yes	dconrad@swbell.net	7139373081	7139371172
Conroe Wood Products, Inc.	Charline Muller	Yes	Yes	Yes	Yes	conroewood@consolidated.net	8367602874	8367602875
Contract Sealing, Inc.	Marcia Thompson	Yes	Yes	Yes	No	constg@swbell.net	7139771939	7139771989
Control Systems Solutions, Inc.	Bernard Aleem	Yes	Yes	No	No	bernard.aleem@gocss.com	2817883325	6783796243
Cruz Gallegos Construction	Cruz Gallegos	Yes	Yes	No	No	dina@gallegosconstruction.net	2817368466	2814566692
D and J Construction Inc.	Monte Chappell	Yes	Yes	No	No	monte.dandjconst@yahoo.com	2817627196	2818428423
Dickens Delivery Services, Inc.	Dickens, Lori	Yes	Yes	Yes	Yes	lori@dickensdelivery.com	2818691172	2818695225
Dirden Landscape & Irrigation, Inc.	Lindsay Dirden	Yes	Yes	Yes	Yes	pausa@dirdenlandscape.com	2819807300	2819802294

Received Online Applications

Displaying all online applications received between 12/1/2011 and 12/31/2011.

with Application Type detail

DBE New	5
MBE/WBE/DBE/SBE/PDBE NCA	54
MBE/WBE/SBE/PDBE New	14
SBE NCA	5
SBE New	3
Total	81



DBE New
 MBE/WBE/DBE/SBE/PDBE NCA
 MBE/WBE/SBE/PDBE New
 SBE NCA
 SBE New

Business Name	App Type	Date Received
Training of Wrecker Services	MBE/WBE/DBE/SBE/PDBE NCA	12/1/2011
STAR HOME HEALTH INC	MBE/WBE/SBE/PDBE New	12/1/2011
Stroud Interiors	SBE New	12/1/2011
AACann Mechanical, Inc.	MBE/WBE/DBE/SBE/PDBE NCA	12/2/2011
Younger & Associates	MBE/WBE/DBE/SBE/PDBE NCA	12/6/2011
Nightclub Cardio	MBE/WBE/SBE/PDBE New	12/6/2011
Tell Your Tale LLC	MBE/WBE/SBE/PDBE New	12/6/2011
Law Office of Victor D. Walker, P.C.	MBE/WBE/SBE/PDBE New	12/6/2011
Saxon Fleet Services, Inc.	MBE/WBE/DBE/SBE/PDBE NCA	12/6/2011
Decision Information Resources, Inc.	MBE/WBE/DBE/SBE/PDBE NCA	12/9/2011
The Urban Circle, LLC	DBE New	12/9/2011
Biway International Technology, Inc.	MBE/WBE/DBE/SBE/PDBE NCA	12/9/2011
Willis Demolishing & Disposal Company	MBE/WBE/DBE/SBE/PDBE NCA	12/9/2011
Rincon Air & Heat Company, LLC	MBE/WBE/DBE/SBE/PDBE NCA	12/9/2011
A-Rocket Moving & Storage, Inc.	MBE/WBE/DBE/SBE/PDBE NCA	12/9/2011
Rebar Reinforcement Placers	MBE/WBE/DBE/SBE/PDBE NCA	12/9/2011
Topp Knotch Personnel, Inc.	MBE/WBE/DBE/SBE/PDBE NCA	12/9/2011
A & R Engineering and Testing, Inc.	MBE/WBE/DBE/SBE/PDBE NCA	12/9/2011
Civil Systems Engineering, Inc.	MBE/WBE/DBE/SBE/PDBE NCA	12/9/2011
Washington Enterprises, Inc.	MBE/WBE/DBE/SBE/PDBE NCA	12/9/2011
Inclusion By Design LLC	MBE/WBE/DBE/SBE/PDBE NCA	12/9/2011
Elec-Net Services	MBE/WBE/DBE/SBE/PDBE NCA	12/9/2011
Harrison Kornberg Architects, LLC	MBE/WBE/DBE/SBE/PDBE NCA	12/9/2011
Coastal Supplies and Services Corp.	MBE/WBE/DBE/SBE/PDBE NCA	12/9/2011
Charles D. Gooden Consulting Engineers, Inc.	MBE/WBE/DBE/SBE/PDBE NCA	12/9/2011
Wallboard Stockers, Inc.	MBE/WBE/DBE/SBE/PDBE NCA	12/9/2011
Premier Technologies, Inc.	MBE/WBE/DBE/SBE/PDBE NCA	12/9/2011
Senfronia Thompson Law Office	MBE/WBE/DBE/SBE/PDBE NCA	12/9/2011
MCA Communications, Inc.	MBE/WBE/DBE/SBE/PDBE NCA	12/9/2011
The Spearhead Group, Inc.	MBE/WBE/DBE/SBE/PDBE NCA	12/9/2011
PABULUM Consulting, LLC	MBE/WBE/DBE/SBE/PDBE NCA	12/13/2011
Demols, Inc.	MBE/WBE/DBE/SBE/PDBE NCA	12/13/2011
Diamond KK, Inc.	SBE NCA	12/13/2011
Susana Torres Translations	MBE/WBE/DBE/SBE/PDBE NCA	12/15/2011

Received Applications

Displaying all applications received between 1/1/2011
and 12/31/2011.

with Certification Type and Action detail

Business Name	Cert Type	Action	Received	Decision	Current Status
Advanced Technology and Diversified Products, Inc.	MBE	New	1/4/2011	2/21/2011	Active
Advanced Technology and Diversified Products, Inc.	WBE	New	1/4/2011	2/21/2011	Active
SIA CONSTRUCTION INC	DBE	New	1/5/2011		Closed
Vasquez Concrete Co.	MBE	New	1/5/2011	3/9/2011	Active
Calvary Construction Inc.	MBE	New	1/5/2011		Closed
Calvary Construction Inc.	SBE	New	1/5/2011		Closed
Mickie Service Company, Inc.	SBE	Recert	1/7/2011	2/1/2011	Active
BJ Flaggging Company	MBE	Recert	1/7/2011	1/19/2011	Active
BJ Flaggging Company	SBE	Recert	1/7/2011	1/19/2011	Active
Ardent Enterprises, LLC.	DBE	New	1/7/2011	8/9/2011	Active
Professional Safety & Risk Management Consultants, LLC	MBE	Recert	1/7/2011	2/2/2011	Active
Sierra Infosys, Inc.	MBE	Recert	1/7/2011	2/1/2011	Active
Sierra Infosys, Inc.	DBE	Recert	1/7/2011	2/1/2011	Active
SWP Capital Group, Inc.	M/DBE	Recert	1/7/2011	3/22/2011	Active
Roberta F. Burroughs & Associates	MBE	Recert	1/7/2011	3/7/2011	Active
Roberta F. Burroughs & Associates	W/DBE	Recert	1/7/2011	3/7/2011	Active
Lesley & Associates, Inc.	WBE	Recert	1/7/2011	1/11/2011	Active
The Mills Agency	WBE	Recert	1/7/2011	1/18/2011	Deactivated
Walter D. Davis, CPA	MBE	Recert	1/7/2011	1/11/2011	Active
Walter D. Davis, CPA	DBE	Recert	1/7/2011	1/11/2011	Active
Houston Pride Wear	DBE	New	1/7/2011	4/26/2011	Active
Houston Pride Wear	WBE	New	1/7/2011	4/26/2011	Active
F.C. Personnel Services, Inc.	WBE	Recert	1/7/2011	1/7/2011	Active
Parijat Controlware, Inc.	MBE	Recert	1/7/2011	1/7/2011	Active
Ampac Chemical Company, Inc.	MBE	Recert	1/7/2011	1/7/2011	Active
Ampac Chemical Company, Inc.	WBE	Recert	1/7/2011	1/7/2011	Active
CivilTech Engineering, Inc.	MBE	Recert	1/7/2011	1/7/2011	Active
CivilTech Engineering, Inc.	DBE	Recert	1/7/2011	1/7/2011	Active
AM-PM Telephone Service, Inc.	DBE	Recert	1/7/2011	1/7/2011	Active
AM-PM Telephone Service, Inc.	MBE	Recert	1/7/2011	1/7/2011	Active
LYNX, Ltd	MBE	Recert	1/7/2011	1/7/2011	Deactivated
LYNX, Ltd	SBE	Recert	1/7/2011	1/7/2011	Deactivated
LYNX, Ltd	DBE	Recert	1/7/2011	1/7/2011	Deactivated
Senfronia Thompson Law Office	WBE	Recert	1/7/2011	1/7/2011	Deactivated
Senfronia Thompson Law Office	DBE	Recert	1/7/2011	1/7/2011	Deactivated
Susana Torres Translations	WBE	Recert	1/7/2011	1/7/2011	Active
Beaed, LP	MBE	Recert	1/7/2011	1/7/2011	Active
Biway International Technology, Inc.	DBE	Recert	1/7/2011	1/18/2011	Deactivated
Biway International Technology, Inc.	MBE	Recert	1/7/2011	1/18/2011	Deactivated
Enterprise Personnel Services, Inc.	WBE	Recert	1/7/2011	1/24/2011	Deactivated
A-Sure Design Technical Service	MBE	Recert	1/7/2011	1/12/2011	Active
A-Sure Design Technical Service	DBE	Recert	1/7/2011	1/12/2011	Active
Agilet Solutions, LTD.	DBE	Recert	1/7/2011	1/12/2011	Active
Agilet Solutions, LTD.	WBE	Recert	1/7/2011	1/12/2011	Active
Kipling Jones & Co. Ltd.	MBE	Recert	1/7/2011	1/31/2011	Active
Kipling Jones & Co. Ltd.	WBE	Recert	1/7/2011	1/31/2011	Active
Carrizal & Associates, Inc.	MBE	Recert	1/7/2011	1/7/2011	Active
Sea Breeze Landscape, Inc.	DBE	Recert	1/7/2011	1/7/2011	Deactivated

Closed Applications

Date Range: 12/1/2011 to 12/31/2011

Business	Email	Type	Action	Received	Closed	Certification Officer
Facility Management Solutions, LLC	nallen@fm-solutions.net	WBE	New	6/9/2011	12/28/2011	Vanessa Apion-Letson
GLM Concrete Services, LLC	grace.fox@gimsservicesllc.com	SBE	New	9/15/2011	12/7/2011	Barbara Small-Robinson
GLM Concrete Services, LLC	grace.fox@gimsservicesllc.com	WBE	New	9/15/2011	12/7/2011	Barbara Small-Robinson
Commsys Technology Corp	schauhan@cstcorp.net	MBE	New	9/26/2011	12/8/2011	Jessica Vielma
T & J Guardian Transportation LLC	jasonpayne2010@yahoo.com	MBE	New	9/30/2011	12/7/2011	Barbara Small-Robinson
ATAP Constructors	atapconstructors@gmail.com	DBE	New	9/30/2011	12/7/2011	Barbara Small-Robinson
The Messa Law Firm	jrmessalaw@yahoo.com	MBE	New	10/5/2011	12/8/2011	Jessica Vielma
The Messa Law Firm	jrmessalaw@yahoo.com	WBE	New	10/5/2011	12/8/2011	Jessica Vielma
Continental Terrazzo Supply, Inc.	lkovalski@aol.com	WBE	New	10/10/2011	12/8/2011	Jessica Vielma
Commsys Technology Corp	schauhan@cstcorp.net	DBE	New	10/13/2011	12/8/2011	Jessica Vielma
Your Painter & Remodeler, LLC	msyourpainter@yahoo.com	WBE	New	10/17/2011	12/8/2011	Jessica Vielma
Healthcare At Your Door	caimorin4@yahoo.com	MBE	New	10/17/2011	12/8/2011	Jessica Vielma
Healthcare At Your Door	caimorin4@yahoo.com	WBE	New	10/17/2011	12/8/2011	Jessica Vielma
ATAP Constructors	atapconstructors@gmail.com	MBE	New	11/8/2011	12/7/2011	Barbara Small-Robinson
Burrell Media Group	qulana@burrellmedia.com	MBE	New	10/11/2011	12/8/2011	Jessica Vielma
Burrell Media Group	qulana@burrellmedia.com	WBE	New	10/11/2011	12/8/2011	Jessica Vielma
ST. JULIEN COMMUNICATIONS GROUP, LLC	jaa@stjulienccg.com	DBE	New	10/13/2011	12/7/2011	Barbara Small-Robinson
ST. JULIEN COMMUNICATIONS GROUP, LLC	jaa@stjulienccg.com	MBE	New	10/13/2011	12/15/2011	Barbara Small-Robinson
Metal Fab of Houston Inc	leo@metalfabofhouston.com	SBE	New	10/11/2011	12/8/2011	Jessica Vielma
Martin Medrano Trucking	medrano_martin@sbcglobal.net	DBE	New	10/13/2011	12/8/2011	Jessica Vielma
Your Painter & Remodeler, LLC	msyourpainter@yahoo.com	SBE	New	10/17/2011	12/8/2011	Jessica Vielma
E & M Enterprises Inc.	epth@earthlink.net	MBE	New	11/30/2011	12/1/2011	Barbara Small-Robinson
Witty Inventions	pretta@witty-inventions.org	DBE	New	11/30/2011	12/1/2011	Jessica Vielma
E.L. Harris III Construction, Inc.	elharris3construction@earthlink.net	SBE	New	11/30/2011	12/1/2011	Jessica Vielma
Martin Medrano Trucking	medrano_martin@sbcglobal.net	MBE	New	11/30/2011	12/8/2011	Jessica Vielma
Ramco Services	ramcohouston@gmail.com	MBE	New	12/6/2011	12/6/2011	Barbara Small-Robinson
M.S. Resources, Inc.	msresourcesinc@yahoo.com	SBE	New	12/16/2011	12/16/2011	Barbara Small-Robinson

Displaying all certified and renewed firms between 1/1/2011 and 12/31/2011, with contact information, one line per firm.

Recently Certified/Renewed Firms

with Certification Type detail

Business Name	DBE	WSF	VBE	Ethnicity	Gender	Phone	Fax	Mailing Address	Willing City	State	Zip
As of Phocas	9/16/2011	Active		Christian	Female	(281) 381-4657		2623 R. Loy Street	Rosenberg	TX	77471
24/6 Logistics, LLC	6/29/2011	Active	6/29/2011	Black	Male	(713) 559-4191	(281) 324-4925	25497 Fairlake Lane	Huffman	TX	77336
24/7 Delivery Services	10/31/2011	Active	10/31/2011	Black	Male	(832) 899-8638	(713) 483-9395	7100 Reynolds Sq. #139	Houston	TX	77036
2K Design Services, LLC	10/4/2011	Active		Caucasian	Female	(281) 528-8907	(281) 519-4199	26025 Audine Westfield Sub#H201	Spring	TX	77373
3 IT Properties, LLC	8/3/2011	Active		Black	Female	(713) 539-0896	(713) 728-3270	10101 Fendren Rd Suite 244	Houston	TX	77069
3WB Interiors Plus, LLC	7/6/2011	Active	7/6/2011	Black	Female	(281) 302-5353	(713) 452-2811	P.O. Box 2154	Miscoult City	TX	77659
3rd Coast Turbos	6/9/2011	Active		Hispanic/Latino	Male	(281) 488-2270		11460 F.M. 1369 W. #286	Houston	TX	77065
4 W Solutions, Inc.	2/7/2011	Active	2/7/2011	Black	Female	(713) 741-4314	(713) 741-4457	5330 Grigg Road, Box 42, Suite A116	Houston	TX	77021
4b Technology Group, LLC	10/6/2011	Active		Caucasian	Female	(832) 249-9979	(832) 248-5755	12600 Northborough Drive, Suite 290	Houston	TX	77067
4th Civil Engineering, LP	1/7/2011	Discontinued		Hispanic/Latino	Male	(281) 769-8484		15418 Oriolewood	Houston	TX	77077
40 Services, Inc.	11/26/2011	Active	11/26/2011	Asian	Male	(212) 492-2848	(212) 492-2848	25258 NASA Parkway,	Seabrook	TX	77586
5 to 50 Networks	11/26/2011	Active		Other Ethnicity	Male	(281) 897-8390	(281) 997-9791	2505 Mar Road	Houston	TX	77581
5M Ross & Supply, LLC	3/7/2011	Active	3/7/2011	Asian	Male	(281) 837-1274	(281) 427-2204	8411 Garth Rd PHB 209	Baytown	TX	77521
A & B Trucking, LLC	3/7/2011	Active		Hispanic/Latino	Male	(713) 453-6080	(713) 453-6091	101001 I-10 Exit Freeway, Suite 100	Houston	TX	77029
A & B Environmental Services, Inc.	7/6/2011	Active	7/6/2011	Asian	Male	(713) 646-9315	(713) 440-2941	6133 Northlake Street	Houston	TX	77087
A & C Plastic Products, Inc.	3/7/2011	Active		Caucasian	Female	(713) 545-5890	(713) 646-0284	P.O. Box 282318	Houston	TX	77207
A & L Services, Inc.	2/7/2011	Active		Hispanic/Latino	Male	(713) 290-3512	(713) 290-9089	323 North Street	Houston	TX	77018
A & R Engineering and Testing, Inc.	3/7/2011	Active	3/7/2011	Hispanic/Latino	Male	(281) 539-3700	(281) 539-3946	10640 Standliff Rd.	Houston	TX	77099
A & S Environmental Systems, Inc.	2/25/2011	Active		Asian	Male	(281) 240-8999	(281) 240-9008	4254 Bluebonnet Dr.	Springfield	TX	77477
A and M Electronic Supply, Inc.	3/25/2011	Active		Black	Male	(281) 498-2426	(281) 959-7364	P.O. Box 288735	Houston	TX	77207
A ProDBE, Inc.	2/14/2011	Active	2/14/2011	Black	Male	(832) 896-7548	(281) 651-9965	6014 Pate	Houston	TX	77016
A to Z Landscaping	2/14/2011	Active		Other Ethnicity	Male	(713) 678-7519	(713) 922-7913	6536 Supply Row	Houston	TX	77011
AA&M Environmental, LLC	7/21/2011	Active	7/21/2011	Other Ethnicity	Male	(281) 271-6410	(281) 271-6410	15902 Highland Brook Drive	Houston	TX	77083
A, C & E Consulting Engineers, Inc	7/21/2011	Active		Black	Male	(713) 776-1900	(713) 776-1900	6107 Clear Canyon Dr.	Key	TX	77450
A.A.C. Mechanical, Inc.	6/22/2011	Active	6/22/2011	Hispanic/Latino	Male	(281) 568-9691	(281) 495-8898	10219 Linds Grid Dr.	Houston	TX	77059
A.A.J.A. Trucking, Inc.	3/16/2011	Active	3/16/2011	Black	Male	(713) 621-9178	(713) 621-0158	4615 Southwest Freeway, Suite 510	Houston	TX	77027
A.O. Phillips & Associates	8/19/2011	Active	8/19/2011	Black	Male	(713) 291-3706	(713) 941-3913	71A Avenue B	Sealy Houston	TX	77587
A.J. Mechanical	3/1/2011	Active		Black	Male	(713) 774-8908	(713) 774-9777	8410 South Ln.	Houston	TX	77026
A.W. Wilks & Associates	3/1/2011	Active		Other Ethnicity	Male	(713) 975-1819	(713) 975-9158	8237 W Sam Houston Parkway N.	Houston	TX	77041
A-1 Hydro-Mulching of Houston, Inc	3/1/2011	Active		Other Ethnicity	Male	(281) 282-2481	(281) 282-2481	15444 Sawdust Road, Suite 505	Woodlands	TX	77380
A-1 Striping & Paving Company	3/1/2011	Active		Asian	Male	(713) 895-7373	(713) 895-8889	10526 Tenner Road	Houston	TX	77041
M Scientific, Inc.	3/1/2011	Active		Other Ethnicity	Male	(281) 905-6553	(281) 905-6375	1304 Lighthouse Creek Dr. Suite 128	Houston	TX	77064
AA Asphalt Paving, Inc.	1/25/2011	Active	1/25/2011	Hispanic/Latino	Female	(281) 969-4900	(936) 539-9789	1708 White Road	Conroe	TX	77394
AA Projects & Inspections, Inc.	4/22/2011	Active	4/22/2011	Black	Male	(936) 441-1517	(713) 964-0200	5010 W. Fern	Houston	TX	77041
Above The Rim Plumbing, LLC	10/6/2011	Active	10/6/2011	Asian	Male	(832) 878-0359	(281) 959-7132	11494 Eversborough Dr.	Houston	TX	77059
Absolute Compliance	10/6/2011	Active	10/6/2011	Hispanic/Latino	Male	(281) 528-2943	(281) 528-2943	28318 Sandpaper Trails	Spring	TX	77373
Absolute Design Countertops & Tile, Inc.	7/21/2011	Active	7/21/2011	Black	Female	(281) 544-8620	(281) 544-8620	16230 Park Row 4921	Houston	TX	77084
Absolute Integrity Testing, LLC	10/14/2011	Active	10/14/2011	Black	Female	(713) 439-0979	(713) 439-0979	2425 West Loop South, Suite 805	Houston	TX	77027
Absolute Integrity Testing, LLC	11/27/2011	Active	11/27/2011	Hispanic/Latino	Female	(713) 481-0661	(972) 792-8200	14847 Onlywood Dr.	Houston	TX	77079
Acoustic Egress Tuning	9/28/2011	Active		Caucasian	Female	(713) 995-1383	(713) 995-1394	10719 S. Sam Houston Pkwy. W, Suite 249	Houston	TX	77061
Access Data Supply, Inc.	11/27/2011	Active		Asian	Male	(281) 350-1817	(281) 350-0618	72211 Fields Lane	Spring	TX	77389
Access Technology Systems, Inc.	9/28/2011	Active		Asian	Female	(281) 899-3793	(281) 598-7653	505 N. Sam Houston Pkwy E.	Houston	TX	77060
Accessibility Check	11/27/2011	Active		Hispanic/Latino	Male	(281) 442-0992	(713) 681-3518	24418 Ch...	Houston	TX	77018
Accountable Compliance	11/27/2011	Active		Black	Male	(281) 355-9990	(281) 379-9136	4822 Maryland Drive	Magnolia	TX	77355
Accountable Design Solutions	7/11/2011	Active	7/11/2011	Hispanic/Latino	Male	(281) 979-7933	(281) 979-7933	1658 Townhurst Drive, Suite 1	Spring	TX	77386
Ace Fabricators, Inc.	3/9/2011	Active	3/9/2011	Black	Male	(713) 698-6689	(713) 698-6689	P.O. Box 940286	Houston	TX	77094
Ace Telecom, Inc.	8/31/2011	Active	8/31/2011	Caucasian	Female	(713) 465-5688	(832) 494-0580	7924 Southwest Freeway Ste. 710	Houston	TX	77049
ACS Mechanical Services, Inc.	2/28/2011	Active		Caucasian	Male	(713) 772-2027	(866) 365-1507	5223 Emerald Trace Ct.	Houston	TX	77074
Active Technical Services, LLC	10/9/2011	Active	10/9/2011	Asian	Male	(832) 866-1232			Superland	TX	77475

EXHIBIT 2

Evidence of Insurance

EXHIBIT 3

Contractor's Security Management Plan

B2G NOW

Security Management Plan

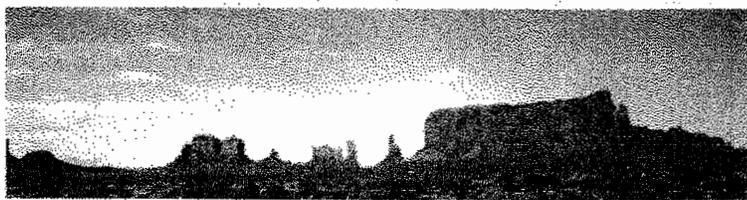
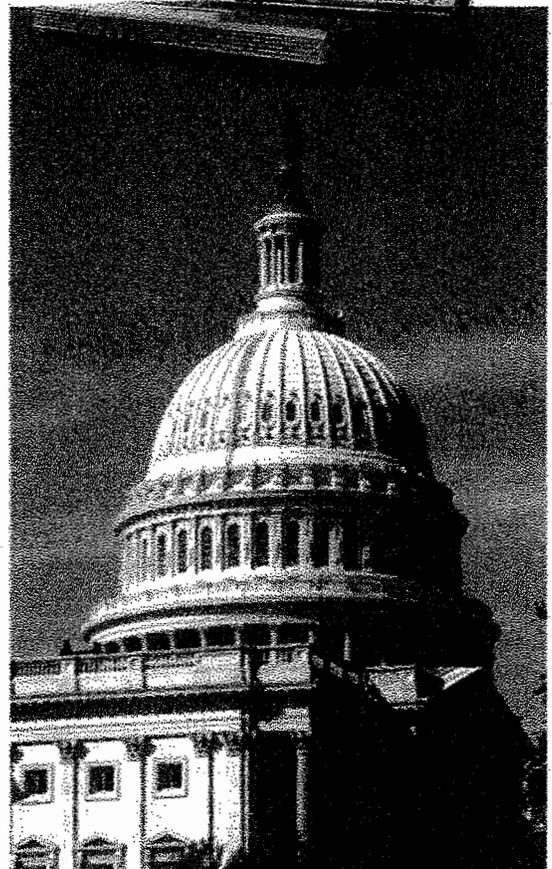
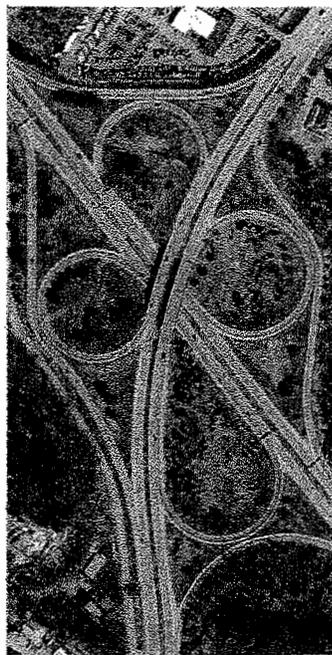
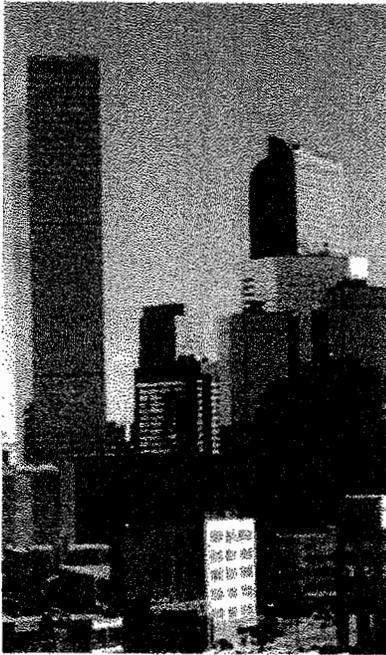


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As a SaaS provider with over 250,000 active users, B2Gnow takes security seriously. To ensure that all aspects of the SaaS solution are secure, B2Gnow has prepared this **Security Management Plan**.

The Security Management Plan is a reflection of the experience that B2Gnow has gathered since the launch of the original system in 2001. The policies and procedures described in this plan represent industry best practices and will remain in effect for the term of an organization's use of the B2Gnow system.

The effectiveness of B2Gnow's Security Management Plan is demonstrated by the fact that in its operational lifetime, the system has never had a security breach that B2Gnow has identified. B2Gnow has met the security requirements of state and local governments across the country, the United States Military, and a major financial services firm (MasterCard Worldwide).

The B2Gnow's Security Management Plan has passed audits by many organizations including State of New York, City of Chicago, City of Phoenix, City of Denver, and MasterCard Worldwide. B2Gnow welcomes audits by its customers.

SYSTEM PURPOSE

The purpose of the B2Gnow System is to provide an enterprise-wide tool for an organization to manage its vendor, certification, contract, and related data. Since some data is confidential or sensitive in nature, all interaction with the system is encrypted.

Generally speaking, B2Gnow is designed to minimize the "attack surface" of the system. Public interfaces are provided to offer controlled sets of data to external, public users, and authorized users are transferred into a secure, internal user interface upon successful login. Business objects and user interface components are not shared between public and secure user types, minimizing the potential for data exposure.

DATA SECURITY

Security of the data itself so that no data can be altered unless through an appropriate interface by a user with authorized credentials.

Data can only be entered into B2Gnow through a computer-to-computer interface or by direct entry through the B2Gnow web user interface. Each method has several levels of security.

Computer-to-Computer Interface

A computer-to-computer interface inserts data directly from one or more of source systems into B2Gnow without being altered by any person. After import, the data in the B2Gnow system will be the same as the data in the organization's source system.

There are several layers of security in this process:

- The first level is a secure FTP connection between the organization and B2Gnow. This includes built-in identification mapping to the organization and password protected access.
- The second level is full encryption of the data as it is being transferred between parties. This meets the standards FIPS 140 compliance.

- The third level is a series of verification, validation, and editing steps performed on the data by B2Gnow before it is inserted into the database. In these steps B2Gnow determines if:
 - the sending organization is valid
 - the data matches the organization
 - the file is correct and usable
 - the records in the file are correct and usable
 - the fields in the record are correct and usable
- B2Gnow automatically alerts its system administrators when:
 - the transmission was received and how many records were received
 - there are errors or problems with the data
 - the file was successfully imported

The combination of these procedures allows only valid data to be inserted into the B2Gnow database.

Web User Interface

B2Gnow has developed a comprehensive web-based User Interface to enter data online through the Internet. In order to use the User Interface a user must have a valid username and password provided by B2Gnow.

Once a user is in the system, he or she can see only the data allowed by the user's role definition and can only perform the designated actions of the role (see User Role Definitions under Transaction Security).

All electronic communications through the web-based User Interface, including display of web pages, transfer of form data, and download of files, are directed through secure SSL 3.0 channels using AES 256-bit encryption.

Data Retention

At the end of this contract, B2Gnow shall employ the technical measures necessary to assure the secure, irreversible erasure or destruction of all data storage formats to eliminate any and all data collected or generated by B2Gnow and/or provided by the organization unless explicit provisions for the retention of some data sets have been stipulated in the contract. The destruction process must receive written approval by the organization.

TRANSACTION SECURITY

Security that ensures that an individual can only perform transactions for which they are authorized.

B2Gnow has comprehensive user authentication techniques and user role definitions to ensure that individuals can only perform the functions for which they are authorized.

User Authentication

A user can only access B2Gnow with a valid username and password combination. The credentials are encrypted via SSL 3.0 while in transmission.

Usernames must be unique and users are prevented from choosing weak or vulnerable passwords. Strong passwords require a minimum of eight characters, and at least one lower case letter, one upper case letter, one number, and one special character. Encrypted session keys are used to uniquely identify each user. For added security, the system automatically scrambles and reestablishes the session keys on a regular basis. No cookies are used to identify or authenticate the user.

These safeguards are in place to allow only authorized personnel to have access to B2Gnow.

User Role Definitions

The B2Gnow system has the capability to define as many different user roles as the organization requires. Roles are configured to define exactly what a user can or cannot do. For example, if a user can only edit certification records but not process contract payments, that level of definition can be defined for one user or a set of users. This granular approach toward user role definitions adds another layer in preventing unauthorized data access and unauthorized updates.

IDENTITY ACCESS MANAGEMENT SECURITY

Security that personally identifies and verifies the individual logging into a terminal and accessing the system.

In addition to the User Authentication, User Role Definitions, and Specialized User Access described in Transaction Security, B2Gnow also employs other techniques to verify an individual's identity.

User Session Identification & Management

Upon presentation of verified account credentials, followed by successful authentication and login, a user is issued a unique alphanumeric session identification key. This key is valid only between the user's active Internet browser session and the B2Gnow system. If the session key is altered in any way or the browser session is compromised or closed, the B2Gnow system will immediately terminate the session and session key, preventing the user from further system access until they log in again.

User Inactivity Time Out

If a user is inactive in the system for 60 minutes (or a period as defined by the organization), the B2Gnow session will time out. To get back into the B2Gnow system, the user will have to provide the full username and password. This substantially limits an unauthorized individual from getting into the system on another individual's workstation.

Password Expiration

The B2Gnow system has the option of setting a time period for how long a password is valid (as defined by the organization, typically 90 days for regular users and 30 days for administrators). The old password and the answer to a "secret question" must be provided when setting the new password, authenticating that the person setting the password is the person authorized to use that account.

Failed Login Attempts & Account Lockout

After six failed login attempts (or a number of attempts as defined by the organization), the user's account will be locked and they will not be able to gain access to any password-protected part of the system. The user will contact Customer Support to request that the lock be cleared.

Transaction Auditing

All transactions and updates within B2Gnow carry an audit stamp that includes the date, time, and User ID of the person performing the action in compliance with Cyber Security Standard (Monitoring System Access and Use). Certification and contract data is saved in snapshots to provide histories of the records. Additionally all logins and page views are tracked. Together, this information provides a full and detailed history of any user's activities in the system. If there is a potential security concern, the account of the person in question can easily be disabled. Login, page view, and transaction audit data will be retained for the term of the contract.

Staff Changes

The organization is required to report to B2Gnow within 72 hours any terminated or departed employees that use the system and within 24 hours any employees that have administrative-level privileges. Any staff access changes communicated to B2Gnow Customer Support will be implemented immediately upon verification of the request. Every quarter, B2Gnow will contact the organization to perform an audit of all authorized users, and action is taken during the audit to deactivate accounts as needed.

In any circumstance where B2Gnow believes an account is being used by a person that is not authorized, Customer Support will immediately deactivate the account. The organization will be notified of the deactivation.

PHYSICAL SECURITY

Security of the physical premises, equipment, and documents.

The underlying basis of the B2Gnow Security Management Plan is secure facilities. B2Gnow utilizes secure Tier 3 colocation facilities in Arizona, California, Oregon, and Virginia. This redundancy helps guarantee that B2Gnow will continue to operate should an unexpected event occur at any one of the locations. In addition to triple redundancy, B2Gnow has a complete disaster recovery action plan that is kept up to date and tested on a monthly basis.

Each Tier 3 colocation primary and disaster recovery facility used by B2Gnow has:

- Passed audit standard of SSAE-16 – SOC II Type II
- Multi-layer security control procedures, biometric entry systems, 24/7 CCTV and alarm monitoring, and 24/7 in-person security
- Uninterruptible and redundant AC and DC power with onsite backup power generators
- HVAC redundant design with air distribution under raised flooring for maximum temperature control
- Redundant Internet connectivity
- Fire resistant materials and fire suppression equipment; smoke detection system above and below raised floor; double-interlock, pre-action, dry-pipe fire suppression

The B2Gnow servers are located in a separate locked cage with solid walls, floor, and ceiling. The cage has redundant dedicated cooling, power, and Internet connectivity, and it is not shared with any other system or service.

Only authorized B2Gnow technical personnel have direct access to the B2Gnow servers at the locations. All maintenance, equipment upgrades, and other tasks are performed by B2Gnow personnel. B2Gnow does not employ any third party contractors to perform these functions.

The combination of redundancies, facility attributes, and technical procedures helps ensure that the B2Gnow system is always available to users and is not subject to physical threats.

Other features of Physical Security in the B2Gnow Security Management Plan are:

System Architecture

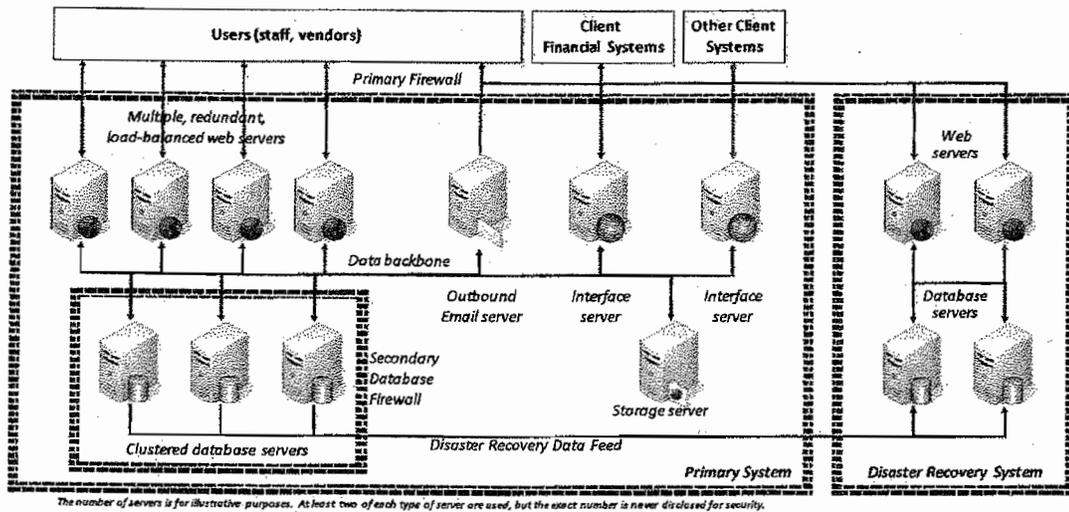
Within the secure facilities B2Gnow employs state of the art system architecture. This allows B2Gnow to manage millions of records while being secure, robust and scalable. To maximize security, B2Gnow hardens all servers to CIS standards.¹ Web servers are load balanced and they exchange data with a set of clustered database servers. Important data is stored on a redundant disk array that is regularly backed up. Inbound and outbound data is processed by a set of interface servers that perform all required actions. They either import and save the information to the database or export and send it to a designated customer system.

The system contains the following components (as of March 1, 2013):

- Clustered primary database instance (1)
- Clustered reporting database instance (1)
- Clustered backup database instance (1)
- Load balanced webservers (5)
- Email servers (2)
- Import/Export servers (4)
- File servers (2)
- Secure FTP servers (2)
- Standard reporting servers (2)
- Ad-hoc reporting servers (2)
- Domain controller servers (2)
- Firewalls (2, Active-Active)
- Load balancers (2, Active-Passive)

The network diagram of the system is represented in following diagram showing key components.

¹ Refer to Appendix 1.



Operating System Security

B2Gnow enforces the tightest possible operating system security by limiting server access points. The operating systems used by B2Gnow have strong passwords², and only specific designated personnel are authorized to work with the operating system. All operating systems are maintained at each vendor's recommended patch levels for security and are hardened³ by disabling and/or removing any unnecessary users, protocols, services, and processes. Software patches are applied during the weekly maintenance period; urgent patches are applied the night of their release.

B2Gnow performs weekly system maintenance to apply patches, test performance, and ensure optimal operations. The system also performs virus scanning in real-time on all files uploaded to the system.

Reliability and Backup

As part of B2Gnow's policy of maintaining best practice procedures, all system components have at least dual redundancy. This includes networking components, load balancers, web servers, application servers, database servers, and Internet connectivity. All server hard drives are configured with RAID 50, and critical storage components contain "hot spares" that are automatically brought online in case of a hard drive failure. The database system is clustered for performance and redundancy. Records in the database are backed up in real-time to four locations – two different database clusters within the production system and two fully functional disaster recovery systems in real time. Uploaded files are also replicated to ensure "full system" backup. All database backup files are encrypted using FIPS-140 certified software (ISC SecretAgent).

Disaster Recovery

The combination of multiple physical locations, redundancy and securely backed up data means that B2Gnow can quickly recover from an unexpected event. To ensure that unforeseen events are handled properly, B2Gnow maintains a Disaster Recovery Plan that includes:

² Strong passwords require a minimum of eight characters, and at least one lower case letter, one upper case letter, one number, and one special character.

³ Refer to Appendix 1.

- Maintaining fully functional systems in three separate states.
- Replication of database records and uploaded files in real-time.
- Backing up data and transferring it to secure location on a weekly basis.
- Logging transactions to redundant servers as they occur.
- Proactive monitoring of all system components to ensure optimal operations.
- Testing all primary processes and functions on a weekly basis manually and daily using automated scripts.
- Updating all systems to ensure all are at the same version levels across all software components and modules.
- Carrying out the full disaster recovery plan with simulated scenarios on a monthly basis to test the readiness of the system and team.

By having data backed up and secure in multiple locations, B2Gnow can resume operations within minutes should an unexpected event occur with the primary system. To ensure that all Disaster Recovery systems are available for use at any time, they are monitored 24x7 by independent, third party services (Alertsite.com and Pingdom.com). This monitoring verifies the availability and performance of each system. Additionally, the B2Gnow technical team tests the full functional operations of every system months.

ACTIVITIES AND PROCEDURES

Necessary for Security Implementation, Monitoring and Incident Response.

As part of the Security Management Plan, B2Gnow employs state of the art techniques to help guarantee that data is protected and not vulnerable to attack.

B2Gnow has installed:

- Multiple Firewalls
- Host-based Intrusion Detection

In addition to installing firewalls, B2Gnow monitors and analyzes the firewall logs daily to identify any possible security threat. In addition, a third-party security firm is used to monitor and challenge the system by:

- Monitoring the security configurations for changes
- Monitoring the processes for vulnerabilities and errors
- Conducting penetration tests to identify possible weaknesses

B2Gnow has also developed procedures for responding to incidents (refer to Incidence Response).

Security Implementation

B2Gnow employs several components for Security Implementation:

User Database Security

B2Gnow databases are secure. Access to the B2Gnow database is controlled at the operating system and database connection level. Contact with the production databases is restricted to a limited number of points, and all databases have unique passwords. B2Gnow's development staff does not have access to the Production System; they can access only non-Production systems. Only authorized

B2Gnow system administrators can access the B2Gnow Production System. This guarantees that user data will not be corrupted by development activity.

User Data Encryption

B2Gnow uses the strongest encryption products available to protect customer data and communications.

For example, the lock icon in the browser shows that 100% of data is encrypted with AES 256-bit encryption while in transit between server and client Internet browser. Passwords, financial information, and other confidential data are encrypted immediately upon receipt and stored in the database. This confidential data at rest is encrypted using the Triple-DES algorithm of Information Security Corporation's SecretAgent encryption product, which is FIPS 140-2 certified.⁴

Internal Systems Security

Inside the perimeter of B2Gnow firewalls, the system components are safeguarded by network address translation, port redirection, IP masquerading, and non-routable IP addressing schemes. The specific details of these features are proprietary to B2Gnow.

Organization Data Security

As a provider of a multi-tenant SaaS system, B2Gnow has hundreds of thousands of users that connect to almost one hundred government agencies. B2Gnow has built an extensive internal security system that restricts a user to only the data they are entitled to access. By design, this prevents any cross-organizational data transfer.

Every organization using B2Gnow has a specific and unique configuration profile. This profile defines which modules of the B2Gnow system are utilized, how they are to be used, and how they are to look and feel.

Each individual user has a specific profile. That profile identifies which modules, functions, features, and data fields the users can access. The user profile also identifies the assigned role, determining what a user is permitted to do when logged into the system.

Monitoring

B2Gnow continuously monitors the system for system security and performance.

Every activity in B2Gnow is logged, and the system's access and transaction logs are automatically monitored 24x7x365 for potential security issues and breaches. Login, page view, and transaction audit data will be retained for the term of the contract; server logs are retained for a minimum of one year. B2Gnow technical personnel monitor review the reports throughout the day. If an issue is identified, it is B2Gnow's policy to respond immediately by reviewing and fixing the problem that caused the issue.

B2Gnow also uses two third-party monitoring services (Alertsite and Pingdom) that each have network of over twenty locations around the country that monitor the system continuously, 24 hours a day, 7 days a week. Between the two services, the system is checked every 10 seconds. Monitoring checks include:

⁴ <http://www.infosecorp.com/products/secretagent/contents.htm>.

- Availability of the system
- Response time of the system

This performance monitoring is important from a security point of view because a change in performance could be the result of a security issue. Whenever there is a change in availability and/or performance, B2Gnow technical personnel are notified immediately. It is B2Gnow's policy to respond immediately to identify and fix the cause of the problem.

In addition to monitoring for performance, B2Gnow also monitors for security daily. B2Gnow employs a third-party security firm to monitor and challenge the system by:

- Monitoring the security configurations for changes
- Monitoring the processes for vulnerabilities and errors
- Conducting penetration tests to identify possible weaknesses

If the third-party security firm finds an issue, it is B2Gnow's policy to respond immediately to identify and fix the cause of the issue.

B2Gnow also employs third-party firms on a regular basis to perform annual security audits to make sure B2Gnow continues to use industry best practices to keep the system secure.

Incident Response

Although the system has never had a security incident that B2Gnow has identified, the B2Gnow Security Management Plan includes an Incident Response Process. As described in the Monitoring section, it is B2Gnow's policy to act proactively and respond immediately to any potential threat. Doing this has enabled B2Gnow to avoid security issues in over a decade of operations.

The first step regarding a security incident is to identify it. As stated in the Monitoring section above, B2Gnow maintains system logs that record all activity. This includes checking for unusual activity from an incoming IP address. The system also monitors frequency and type of activity. If an external system attempts to connect to B2Gnow at a rate that would be impossible for a human user (e.g. more than three page views every second), B2Gnow will automatically log the attempt and block further access to that system. If there is a security breach, it will appear in the system logs that are continuously monitored.

In accordance with the organization's breach and notification policies, B2Gnow shall be responsible for complying with the provisions of the organization's policy with respect to any private information (as defined in the policy) received by B2Gnow under this project (Private Information) that is within the control of B2Gnow.

In the event of a breach of the security of the System (as defined by the policy), the following Incident Response Process will go into effect:

- B2Gnow shall immediately commence an investigation, in cooperation with the organization, to determine the scope of the breach and restore the security of the System to prevent any further breaches.
- B2Gnow shall also notify the organization of any breach of the security of the System immediately following discovery of such breach.
- Except as otherwise instructed by the organization, B2Gnow shall, to the fullest extent possible, first consult with and receive authorization from the organization prior to notifying

any individuals, relevant organization departments/agencies/boards, the State's Attorney General or any consumer reporting agencies of a breach of the security of the System or concerning any determination to delay notification due to law enforcement investigations.

- B2Gnow shall be responsible for providing the notice to all such required recipients and for all costs associated with providing such notice.
- Nothing herein, shall in any way impair the authority of the organization to bring an action against B2Gnow to enforce the provisions of its policy or limit B2Gnow's liability for any violations of the policy.

B2Gnow QUALITY ASSURANCE AND CONTROLLED RELEASES

The cornerstone of any Security Management Plan is a system that performs as expected and is free of defects. B2Gnow's Quality Assurance team rigorously tests the system at the beginning of every week, after every major and minor software update, and after every system maintenance, for functional and security compliance. Testing is done through manual and automated testing procedures. Updates and changes are not installed on the production system until Quality Assurance agrees they are ready to be released.

A new release is deployed to the Production system only at night, on weekends, or on holidays. Normal work hours are never disrupted. Before a new release is deployed, all user data and software are backed up. Quality Assurance will then test the new release after deployment to make sure it works properly and will also validate against user data. Quality Assurance does not sign off on the new release until all components of the system are verified to be working properly, including those that were not impacted by the release.

If there are any detected issues, the release is rolled back and the previous version restored until everything is corrected in the new release. These safeguards ensure that users will have a secure and functional system.

B2Gnow INTEGRITY

The final line of defense in the B2Gnow Security Management Plan is B2Gnow's integrity. In the course of providing support to users, B2Gnow technical staff may come in contact with user data. B2Gnow recognizes the seriousness of its role and responsibilities. Therefore, B2Gnow signs non-disclosure agreements that contain comprehensive data protection clauses with all customers. B2Gnow does not disclose data to any outside party without written permission of the data owner.

B2Gnow is extremely cautious in its hiring process. Prior to employment, B2Gnow performs an extensive background check on potential team members, even if they are not expected to have access to customer data in their role. B2Gnow is proud to have a core team that has six years of experience successfully implementing and operating systems for over five dozen large governments.

APPENDIX 1: SERVER HARDENING

B2Gnow utilizes CIS standards (<http://www.cisecurity.org/>) for server hardening. Each server type (database, web server, domain controller, file server, ftp server) is hardened according to the benchmark documentation for the type, and all servers are maintained to the minimum policies listed below:

1. Configure Audit policy
2. Set minimum password length
3. Enable Password Complexity
4. Configure event Log Settings
5. Disable anonymous SID/Name translation
6. Disable the guest account
7. Do not allow everyone permissions to apply to anonymous users
8. Do not allow any named pipes to be accessed anonymously
9. Ensure that no shares can be accessed anonymously
10. Disable or uninstall unused services
11. Ensure all volumes are using the NTFS file system
12. Use the Internet Connection Firewall or other methods to limit connections to the server
13. Configure file system permissions

EXHIBIT 4

Supplemental Access and Security Controls

EXHIBIT 9

REMOTE HOSTING SERVICES - SERVICE LEVEL AGREEMENT

1. Definitions and Procedures

1.1 Remote Hosting Services.

"Remote Hosting Services" refers to (i) the hosting of the Diversity Management Software (DMS) on Contractor's servers at Contractor's remote hosting environment (the "Hosted Site") as further defined in the agreement to be executed by the parties, (the "Agreement") and (ii), the compilation and processing of City information submitted via the Remote Hosting Services (herein the "City Data") and all related maintenance, support and hosting services described in this Article. Contractor may modify the Hosted Site provided that such modifications shall not diminish the capacity or quality of such environment or the quality of the Remote Hosting Services or the operation of the Products within such environment.

As part of the Remote Hosting Services, Contractor shall maintain a Hosted Website, located at a URL to be mutually agreed to between the parties; Contractor shall be responsible for obtaining and registering such domain name. City's users (the "Users"), as further defined in the Agreement, may access the Hosted Site 24 (twenty-four) hours per day, 7 (seven) days per week, 365 (three-hundred sixty-five) days per year for the purpose of accessing the functionality of the Product and inputting City Data; except as stated in Section 1.2. the design, configuration, content, appearance and operation of the Hosted Site shall be subject to City's reasonable review and approval.

Contractor shall be solely responsible for the development, maintenance and operation of the Contractor Website; with the exception of those Product operations that allow the City to provide configuration and systems administrative changes. Contractor shall not revise the design or functionality of the Contractor Website without City's prior written approval, which shall not be unreasonably withheld or delayed.

Contractor shall be solely responsible, at Contractor's expense, for acquiring, handling, maintaining and executing any agreements for Internet access necessary to make the Contractor Website available on the Internet for access by Users and otherwise for the performance of the Remote Hosting Services, provided that the City shall be responsible for establishing its own Internet access for City's interaction with the Contractor Website, and uploading and downloading of any City Data or other City content displayed on or submitted to the Contractor Website.

Commencing on the date Contractor makes the Product available to the City for acceptance testing, Contractor shall make available the Remote Hosting Services, if the Agreement specifies that Contractor is providing the Hosted Site.

1.2 Available

"Available" means any City user (as defined in the agreement to be executed by the parties, the "Agreement") is able to access and retrieve data from the applicable City's hosting environment, located at Contractor's website (the "Website") and access the functionality of the applicable Contractor licensed product(s) (the "Product(s)") via the Remote Hosting Services within the Response Times.

If the Website is accessible and responding to City user's within the Response Time, but appear to be returning incorrect results, or some of the functionality generally available on the Website is apparently unavailable, then the Hosted Site is considered Available, and the issue shall be corrected in accordance with the maintenance procedures in the appropriate Agreement between Contractor and the City,

Notwithstanding the above, the time it takes for Contractor to resolve a Priority 1 Error with either a workaround or a final resolution will be considered as downtime under Contractor's Direct Control; therefore the Hosted Site would be considered unavailable. "Priority 1 Errors" are defined as causing fatal impact whereby (i) no useful work can be done; or (ii) severe impact (functionality disabled); or (iii) errors that result in a lack of application functionality or intermittent system failure; or (iv) errors causing malfunction of critical functions. Priority 1 Errors will be mutually classified by Contractor and the City. If the Priority 1 Error is found to be caused by the City, the Hosted Site will not be considered unavailable. The City must call in Priority 1 Errors by phone.

1.3 Scheduled Downtime.

"Scheduled Downtime" (for backup, implementation of new functionality, testing, security analysis, upgrades) and downtime requested by City or required because of City-caused issues (for security reasons or otherwise) shall not be considered to result in the Website being unavailable for this purpose. Scheduled Downtime of the Hosted Site will be coordinated in advance with consent of the City, which shall not be unreasonably withheld.

(a) With the exception of maintenance corrections and routine updates to the operating system software, supporting software, and DMS, Contractor shall notify City in a reasonable time period in advance of any scheduled system change that will affect the Hosted Site, the Website, or DMS. Notification of such scheduled change shall be made to a designated City point of contact via telephone, facsimile, or email.

(b) On an exception basis there may be problems that require shutting down the Hosted Site or making emergency systems changes without the time to get consent, such as security problems. If possible, Contractor will notify City prior to an emergency system shutdown or change. If the nature of the emergency necessitates immediate action, Contractor will take the appropriate action first and then notify the designated City point of contact by telephone. A "system change" is defined as a change to the Hosted Site and/or Website. An example of an emergency is when there is a ping flooding attack that requires disconnecting Website from the Internet to mitigate potential damages.

2. Direct Control.

The following shall be deemed to be under Contractor's control ("Direct Control"): (i) internal network services from the Internet Service Provider's router(s) at the Website (the "Router(s)"); but not including the Router(s) or anything from the Routers) to the Internet Service Provider (the ISP") into the Website, and (ii) all software (including DMS) and hardware provided by or used by Contractor in providing the Remote Hosting Services Problems from the Router(s) in the Website, including the router(s), and outward from the routers) to the ISP and the Internet are problems considered general internet conditions, and thus not under Direct Control; provided, however that Contractor shall electronically monitor its Internet connection 7 days per week, 24 hours per day, 365 days per year and use commercially reasonable efforts to cause its Internet Service Providers and other third party providers of connectivity to maintain and re-establish, when necessary, such connectivity and accessibility.

3. Access and Security.

3.1 Remote Hosting Services

Remote Hosting Services shall be supplied consistent with the provisions of the Agreement and the Service Level Standards attached hereto as Article 4, herein.

3.2 Security, Performance Evaluation and System Utilization

For security, performance evaluation, and system utilization purposes, but subject to the provisions of the Confidential Information section of the Agreement, Contractor will monitor the Users and their access to and use of the Website and DMS and the related services provided by Contractor. Contractor will inform the City of any attempt by the Users or any third party that Contractor discovers, to undermine the security or integrity of the Website or the Hosted Site or to disrupt City's use of the DMS or to gain unauthorized access.

3.3 Secure Environment

Contractor shall provide and maintain a secure environment for the Hosted Site and for City's Confidential Information (as defined in the Agreement), in accordance with standard industry security practices and the provisions of the Agreement. These security controls should, at a minimum, ensure the confidentiality, privacy, integrity, and availability of information and services processed via the Website, including but not limited to the confidentiality, privacy, integrity and availability of any City Confidential Information. Contractor will monitor the Hosted Site 24 hours per day, 7 days per week, 365 days per year for security breaches, violations, and suspicious (questionable) activity, which monitoring may be done electronically in the event any security breaches, violations, and suspicious (questionable) activity are detected.

3.4 Notification

Contractor will: (i) notify City immediately upon knowledge of any security breaches or violations, and if requested by City, notify City as soon as reasonably possible upon knowledge of suspicious (questionable) activity; and (ii) provide an ongoing concerted effort to fix or patch the security problem, if the security breach is a matter under Contractor's Direct Control. At City's request, Contractor shall disable the Hosted Site until the security breach is resolved.

3.5 Cooperation

Contractor will cooperate in the event City chooses to conduct its own security vulnerability (penetration) testing on the Hosted Site, and City will compensate Contractor for the actual expenses it incurs as a result of its cooperation hereunder. This may include unannounced security penetration tests by electronic methods. City agrees to share vulnerability testing results with Contractor, provided, however, that any such test results shall be considered to be Confidential Information pursuant to the terms of the Agreement.

4. Hosting Service Level Standards

4.1 Response Requirements

Contractor shall provide appropriate access ensuring an active link between the Internet and

the Hosted Site, consistent with the provisions of the Agreement, and with the quality and bandwidth usual and customary in the industry for similar use. Contractor shall use commercially reasonable efforts to insure that the Website, the Remote Hosting Services and the functionality of the DMS) are available to the Users, 7 (seven) days per week, 24 (twenty-four) hours per day, 365 (three-hundred sixty-five) days per year. Contractor will maintain adequate staff, facilities and equipment to perform the Remote Hosting Services in a timely manner and support the use of the DMS by the Users.

The Hosted Site will be setup to have the capacity to promptly process the requests of 2,500 (Two thousand Five Hundred), simultaneously logged in Users, which are concurrently generating page requests at a frequency of 15 (fifteen) per second. As used herein "promptly process" means that when a User accesses the Hosted Site and hits the enter button, the time necessary to process the request, from the point that the HTTP data enters the Hosted Site, to when the HTTP data leaves the Hosted Site, will be less than 2-second 95% of the time, for any single response requiring processing and returning less than 10 Kbytes of static HTML page data (the "Response Time"); with a maximum of 2-seconds. (Excluding any data base processing and querying.)

Response Time and scalability are a function of the number of servers, so if a faster response time or more simultaneously logged-in users is desired, the City may require another server(s) for which cost will be subject to negotiation. One server should handle 30 transactions per second.

Contractor will maintain daily logs containing an entry for every requested hyperlink. Such logs shall be provided to City upon City's request. The City is responsible for extracting information from the logs, such as the number of transactions processed each day, and the processing time for each such transaction. The logs do not allow for determining the number of Users accessing the Hosted Site each day.

4.2 Availability Requirements

Contractor shall make a good faith effort to ensure that the Hosted Site is available to the Users no less than 99.9% of the hours in a given calendar month for processes under Contractor's Direct Control. While Contractor cannot guarantee continuous access, Hosting disruptions in service to the extent reasonably possible and consistent with its obligations to other similar clients. In connection with this, Contractor undertakes to provide the following services:

- a) Contractor will provide 24x7 Hosted Site support. It is focused on providing a response to either Product or system-outages. During standard Contractor hours of coverage, 8:00 AM through 6:00 PM, US Local Time, Contractor manages these problems directly with their second level support personnel.
- b) Contractor utilizes a software monitoring process that notifies Contractor's on-call personal of Hosted Site availability problems. 24x7 Hosted Site support is provided remotely via pagers, phone, and/or e-mail, and which may incorporate the usage of an after hours Answering Service.
- c) The City may be provided with pager, phone number, email, or an after hours answering service phone number for reporting Hosted Site availability problems. This after hours pager, phone number, email, or an after hour answering service will be available at an no additional charge. A member of the Contractor Support Center will return the call to the City after notification is received from the pager, phone call, email or Answering Service, as applicable.
- d) Once the Hosted Site availability has been re-established, the member of the Contractor measures Availability in 10-minute interval.

4.3 Website Environment.

Contractor will provide the following logical configuration and physical security on a commercially reasonable, subject to change:

a) Logical:

- 1) Database Server(s) (RAID)
- 2) Web Server(s) (RAID)
- 3) Redundant Nokia (or equivalent) Firewalls.
- 4) Access via the use of Redundant T-1 circuits
- 5) Redundant Big IPFS (or equivalent) Load Balancers
- 6) Stackable Switched Networks
- 7) Anti Virus Protection
- 8) Intrusion Detection Software
- 9) Internal and External Monitoring of Hosted Site Availability
- 10) 7x24 Response for Hosted Site Availability problems
- 11) Redundant ISP's
- 12) Use of Two Different Local Telephone Central Offices for physical T1 circuit diversity

b) Physical Security:

- 1) Disaster Recovery Site.
- 2) Off-site Backup Tape Storage in Third Party "Vault"
- 3) Environmentally Controlled Server Room Environment
- 4) Raised Floors in Server Room
- 5) 40 KW Redundant Uninterrupted Power Supplies (UPS); to handle power outages of at least one hour.
- 6) 300 KW Backup Caterpillar Diesel Generator
- 7) Independent 24x7 Dedicated Physical Security System for Server Room as provided by Data Center.
- 8) Independent 24x7 Dedicated Physical Security System for Contractor Facility as provided by Data Center
- 9) Two stage Fire Suppression System
- 10) System Management Nightly, including Backups
- 11) Limited Personnel Access to Server Room
- 12) Six-month Business Continuation Insurance To Setup Business Operations In the Event of a Disaster

c) File Backup and Recovery:

Contractor will perform daily full tape backups using reasonable commercial practices and will provide offsite storage of backup tapes on a weekly basis to a commercial tape vault storage firm. Hosting provider's daily full backups include the database, database transaction logs, application directory, the registry of the web/application server and the registry of the database server. Backup tapes contain multiple customers.

Contractor's tape rotation includes:

- i) Weekly tape rotation; every week the tapes go to an offsite storage facility;
- ii) On a weekly basis one backup set is permanently stored offsite.
- iii) All tapes, when resident at Contractor, are stored in a fireproof cabinet.

- iv) On a monthly basis, the Contractor QA group verifies the validity by randomly restoring a City environment, which includes the database, application directories and registries.

d) Capacity:

The average bandwidth representing the Website's connection to the Internet shall operate at no more than 70% capacity in any one hour period. Contractor will provide additional TI circuit(s) as applicable, when the capacity reaches an average of 70% for a one-hour period.

4.4 Determination of Whether Contractor Website is Down.

- (a) **Yellow Warning.** City may determine whether City's Web Site is down as follows: If the City can ping to another outside website (Yahoo and Google), and connectivity is maintained (for example, no lost packets), but cannot ping to the Hosted Site, a yellow warning is given to Contractor indicating that Hosted Site is down. If the City can ping correctly, then the City's Internet access is assumed to be working correctly. Two disparate Websites (Yahoo and Google) are used to maximize the chance that they will be independent and provide corroborative results.

Yellow warnings shall be issued by City and shall be given during Contractor's standard hours of coverage - 8:00 am - 6:00 pm, US Local Time. After hours pager, phone, email, or after hours answering service coverage shall be supplied to City, at City's request, for no additional charge.

- (b) **Action Taken Upon Yellow Warning.** The yellow warning signifies that access to the Hosted Site is down. Contractor will identify the cause, which could be related to problems such as the ISP, Router, Contractor's server, etc. Contractor will determine if the problem is under Contractor's Direct Control. If it isn't, the availability downtime clock does not start. Contractor will use reasonable commercial efforts to resolve the problem.

The Yellow Warning process typically takes no more than 15-minutes to determine if a red warning should be issued; this time is not counted as downtime.

- (c) **Red Warning.** If Contractor confirms that the issue is under Contractor's Direct Control, a red warning is initiated, and the availability downtime clock starts; problems at this stage have been isolated to the Hosted Site. Contractor will use commercially reasonable efforts to resolve the problem. The red warning will be deactivated mutually between Contractor and the City once the problem has been resolved by Contractor and Contractor has notified the City.

4.5 Reporting

Contractor will provide monthly reports that present Availability and Response Time metrics within 10 (ten) business days after the end of the prior monthly.

5. Disaster Recovery

Contractor will maintain a commercially reasonable Disaster Recovery Plan, a copy of which shall be provided to City upon request. Such plan shall provide, that (i) Contractor shall notify City in writing (the "Notice") within eight (8) hours of any disaster that could negatively impact the Website; (ii) Contractor shall provide City, within 24 hours of said Notice, a plan to continue to provide the Hosted Site at an alternative processing facility, and (iii) the Hosted Site shall be targeted to be fully operational within from two to five days of the initial Notice.

6. Penalties

The time duration between the start and end of the red warnings is a measure of downtime. Downtime is measured in increments of 10 minutes, rounded up to nearest 10 minute. Contractor's unscheduled downtime on a monthly basis shall be no more than 8-hours. Priority 1 Errors are measured in the month the error originally occurs unless its resolution goes beyond 30 days at which time it will be counted as a spanning second month and so on. The following credit is applied to the Remote Hosting fee as a function of downtime:

For each one (1) minute of downtime beyond 8 hours, City will be credited with the pro-rated charges for three (3) minutes.

The maximum credit reduction to the City during a 30-day period is limited to 100% of the previous 30 days charges. Notwithstanding the occurrence of multiple, consecutive or simultaneous outages, failures or periods of unavailability in one calendar day, the maximum credit that a City can receive in one calendar day shall not exceed one (1) day's worth of credit for service. Claims for compensation need to be made within 30 days from the end of the calendar month in which the failure occurred.

EXHIBIT 5

Service Level Agreement

EXHIBIT 5

B2GNOW SERVICE LEVEL AGREEMENT

SYSTEM ACCESS FOR USERS IS 24/7

B2Gnow is a 100% web-based system with guaranteed availability of at least 99.9%. As a result, the system is available 24/7 from anywhere with Internet access. Use of the B2Gnow system does not require any downloads, plug-ins, or cookies for either the organization staff or their contractors/vendors to access.

DATA OWNERSHIP AND RETENTION

The organization retains complete ownership rights to all data added to the system by its staff whether through manual entry or data interfaces. B2Gnow maintains no rights to the organization's data and will only disclose or release data on explicit instruction from approved organization staff.

Organization data will remain in the system for the duration of our engagement or until B2Gnow is instructed to archive or delete historic data. B2Gnow will comply with any data retention, deletion, or archive requirements that the organization is subject to.

The organization can export its data from the B2Gnow system at any time without assistance from B2Gnow staff. Furthermore, at the end of our engagement B2Gnow will provide the organization with a complete electronic copy of all its system data and notify the organization of its right to instruct B2Gnow to permanently destroy any and all archived or current data in accordance with the organization's retention and disposition requirements.

SECURITY CAPABILITIES

Software and System Security

B2Gnow has implemented industry-standards for security access control including user specific logins, complex passwords, password expiration, concurrent logins (not permitted), and the ability to restrict or permit access based on IP range.

B2Gnow protects against unauthorized data access on several levels. Each individual accessing the system is required to have a unique login and password. Passwords can be set to automatically expire on a periodic basis requiring users to change their passwords using "strong" password standards. However, end-users will be able to change their password more frequently. The system enforces complex password requirements and does not permit concurrent logins. The system incorporates a triple-tier firewall architecture that includes spam and virus blockers and is monitored 24/7, both internally and by 3rd-party firms, for intrusion detection and unauthorized access. Any unauthorized breaches in security will be reported to the organization immediately. A detailed account of any security breach, with remediation measures undertaken by B2Gnow, will be provided to sufficiently allow the organization to determine its future risk and current liability, if any. B2Gnow implements Strong Secure Sockets Layer Https Encryption for Network Security, which also includes the transmission of the organization's data using secure File Transfer Protocol (FTP) sites

B2Gnow has never experienced unauthorized access to the system or data during our entire history.

B2Gnow prevents inadvertent deletion of data in several ways. The system will not permit records that are associated with other data to be deleted. Secondly, the system utilizes a two-phase commit process, and asks the user to verify the deletion before completing the process. The B2Gnow system administrator has the ability to restore deleted data, except where explicitly instructed to permanently delete records per the organization's data retention and disposition requirements.

The data stored within the B2Gnow system will be secured and access rights appropriately limited to those users (B2Gnow and organization representatives) who have been granted access. Any administrative access to the organization's data by employees of B2Gnow will be logged.

Security at Physical Locations

Primary and all secondary data centers, including archival centers where the organization's data may reside, will be in an electronically secure facility, within the United States, that automatically tracks employee access, and non-employee access, who are authorized to perform service and support under an existing service agreement. Access to the secure physical facility will be tracked 24 hours per day, 7 days per week. An electronically generated log reporting facility access will be available to the organization on demand within 72 hours.

HOSTING, SYSTEM BACK-UP, AND DISASTER RECOVERY

As a hosted SaaS solution B2Gnow guarantees availability of 99.9%. We have always exceeded this guarantee and typically operate above 99.9%. B2Gnow maintains redundancy at every level of our architecture. We utilize multiple co-location facilities (each with redundant power, HVAC, & bandwidth), load balancers, redundant servers & devices at each node, database mirroring, and disk-disk-tape backup.

B2Gnow utilizes third-party services to monitor system available from multiple locations around the United States every five minutes. If the system experiences an outage, B2Gnow system administrators and senior management are notified immediately.

EXHIBIT 5

B2Gnow's backup procedure has been designed to guarantee that no more than 4 hours of data would be lost due to a complete system failure, which has never occurred in the system's history. If a primary database server should fail, the system will automatically direct traffic to the redundant server. If both servers fail, the production database is backed up on disk to a separate server every four hours. Additionally, an encrypted backup is written every 24 hours and secured offsite weekly.

In the case of catastrophic system failure we maintain a disaster recovery environment available for rapid switchover and at least three additional training, testing, and development environments with full functionality that could be utilized at any time.

B2Gnow will maintain a disaster recovery environment in place that includes, at no additional cost to the organization, the system and its data. The disaster recovery environment will be tested at least once a year to verify the accuracy and availability of the DR system in the case of production system failure.

SOFTWARE UPDATES

The organization is entitled to all standard software updates made to the purchased modules that are a part of B2Gnow's general software update program. These updates are defined based on feedback from all customers. The organization will be made aware of new updates through release notes provided on the B2Gnow dashboard, the system bulletin board, and/or through email alerts. All updates are implemented in such a manner to optional to all clients and are deployed initially in an "off" state. Software enhancements are released at a minimum on a quarterly basis.

The organization may request new enhancements at any time by contacting support. An enhancement request form must be completed and submitted to B2Gnow's technical architect. B2Gnow will provide a scope of effort, cost proposal, timeline, and initial prioritization for the organization to review. In general, B2Gnow will not charge for enhancements if multiple clients are asking for a similar enhancement and the implementation timeframe can be agreed upon by all parties.

CUSTOMER SUPPORT

B2Gnow offers comprehensive customer support services to meet our customers' needs.

Types of Support

B2Gnow's Customer Support includes many different support options:

- Online support through the system and email
- Telephone support
- User training webinars
- User manuals and quick-guides

The primary method of contacting Customer Support is through the system. The B2Gnow system has a built in support capture mechanism that collects relevant information and routes it immediately to the support team, resulting in the fastest response. An integrated Help Desk module identifies the user to support staff and permits the first available team member to review and respond to the query.

Users can ask any type of question; however, queries regarding the organization's procurement policies received by B2Gnow Customer Support will be assigned to the appropriate organization staff member. Organization staff users are able to use the Help Desk module to respond to queries, which then maintains a history of all support contact.

A dedicated email address will be configured to collect email support queries and automatically log them into the Help Desk module. Once logged, they are viewed and answered in the same manner.

Organization staff can contact support by telephone for priority issues. Vendors are encouraged to contact support through the system or email for fastest response, but B2Gnow support staff are authorized to respond to vendors by phone if necessary to resolve an issue.

B2Gnow offers regular training webinars to all staff and vendor users. Users can register for a class and attend while sitting at their computer. User manuals and quick-guides are provided in PDF format for download.

Contacting Support

B2Gnow support contacts:

Online:	Click any "Customer Support" link in the system
Email:	To be determined
Phone:	To be determined
Toll-free Fax:	866-892-2913

Support queries submitted outside these protocols will be redirected to the B2Gnow Support Team. Emergency contact information will be provided during implementation to key organization staff.

EXHIBIT 5

Hours of Availability

B2Gnow's customer support help desk is available during the hours listed below. Times are for standard support; additional hours of support are available for enhanced levels of service on a negotiated case-by-case basis.

Customer Support: 8:00 am to 5:00 pm Central Time, Monday through Friday
Technical Support: 8:00 am to 5:00 pm Central Time, Monday through Friday

Normally, calls and emails that are received after hours are responded to the following business day. Priority 1 calls, once logged during business hours, are generally worked through to completion even outside of normal business hours. If the organization desires to contract after-hours priority coverage, B2Gnow provides an "after hours phone number" on a rotating basis with Support Center Personnel, so that B2Gnow can assure a timely response on Priority 1 and Priority 2 problems (two hour response time, seven days a week).

Response Times

The following table provides technical support response metrics during normal business hours (8am to 5pm Central Time, Monday through Friday).

Service Item	Goal	Maximum
Internal System Response	Problem Reports and Callback Requests will be responded to within 2 hours.	Problem Reports and Callback Requests will be responded to within 48 hours.
Voice Mail Response	Voice mail will be responded to within 2 hours.	Voice mail will be responded to within 48 hours.
Email Response	Email will be responded to within 2 hours.	Email will be responded to within 48 hours.

The stated metrics are B2Gnow's goals and maximums. However, our performance in reaching these metrics may be affected by factors outside our control (defined in the B2Gnow SLA Exclusions section). Support queries submitted outside of the accepted protocols (designated support email address, in-system Help Desk tool, support phone number, support fax number) will be redirected to the B2Gnow Support Team. Measurement of response time will be measured only upon receipt of the query by the Support Team. Queries submitted to the Support Team that are ultimately assigned to organization staff for resolution will not be counted towards SLA compliance. For queries received out of normal business hours, tracking time will commence at the start of the next business day (8am Central Time, Monday through Friday).

System problems communicated to B2Gnow will be immediately sent to the B2Gnow technical support team for review and action. The B2Gnow technical support team will review and act upon any system problems reported to it. It will be routed either to the development team (if it is a software issue), or the system administration team (if a hardware, hosting, or network issue). The product's lead developer is available to the support staff and the system administration team to ensure fast technical resolutions.

Furthermore, automated tracking of customer incidents and support requests is incorporated into the B2Gnow software. Users can submit "Problem Reports" and support requests directly into the system, which will be viewable by system administrators, Help Desk staff, and B2Gnow support team members. Once the issue is resolved, a response can be sent to the original user, providing an audit trail of action. The user can view the response and the action taken to resolve the issue. If necessary, the user can continue interaction with the support team.

Any errors within the system are automatically logged with an email alert sent to the B2Gnow support team. Typically, the support team is aware of an issue before it is reported.

B2Gnow will provide monthly service credits as follows:

Average Response Time	Service Credit
Greater than 48 hours	1% credit per 1 hour average response time greater than 48 hours

User Responsibilities

Information. A user's problem report to B2Gnow must contain all pertinent information on an approved problem report template, in English, including user's name and location, B2Gnow Software/Product Release number or B2Gnow hosted solution name, client or server operating system/version, hardware platform, problem description, log files/test case and problem severity. User must execute diagnostic routings if provided by B2Gnow and inform B2Gnow of the results. User must also verify the existence of a problem and provide the conditions in which the problem may be duplicated.

Technical Contact. For the period B2Gnow is working the user's problem, the user shall provide a technical contact who is familiar with the problem and the user's environment.

EXHIBIT 5

Remote Access. User shall provide remote access when required by B2Gnow to analyze a problem.

Priority & Severity Levels

B2Gnow will diligently work for the prompt resolution of defects and errors in the software, hardware, or connectivity of the B2Gnow Service. System problems can be submitted by phone, email, or internally within the system (Problem Report, Callback Request, and Administrator Message functions).

The customer is best able to assign a severity level to a problem; however, B2Gnow Technical Support will ask questions to assure the right resources are assigned. When reporting a problem or updating the status of an incident, customers should always call B2Gnow's main support number rather than a particular B2Gnow employee. If you have a Severity 1 or 2 problems with your system, please inform the first representative when you call in so your problem will be escalated to the right person as quickly as possible.

B2Gnow will respond to and complete correction of errors, defects and malfunctions, in accordance with the following schedule:

Priority 1/Severity 1: An error isolated to the B2Gnow software that renders system inoperative or causes the product to fail catastrophically; e.g. major system impact, system down.

B2Gnow will make an initial response to a Severity 1 normal maintenance call within two hours after receipt. Severity 1 calls will be handled on a 24x7 basis. B2Gnow will use reasonable efforts to provide a fix, work around or to patch a Severity 1 defect within twenty-four hours after the problem is replicated by B2Gnow and confirmed as a defect.

Priority 2/Severity 2: An error isolated to the B2Gnow software that substantially degrades the performance of the product or materially restricts business; e.g. system hanging, some functionality not accessible.

Provided that the maintenance call is received within B2Gnow's normal maintenance hours, B2Gnow will make an initial response to a Severity 2 maintenance call within four hours after receipt. B2Gnow will make reasonable efforts to provide a fix or work around for a Severity 2 defect within three business days.

Priority 3/Severity 3: An error isolated to the B2Gnow software that causes only a minor impact on use of the product; e.g. system slowdown.

Provided that the maintenance call is received within B2Gnow's normal maintenance hours, B2Gnow will make an initial response to a Severity 3 maintenance call within twenty-four hours after receipt. B2Gnow will make reasonable efforts to provide a fix or work around for a Severity 3 defect within five business days.

Priority 4/Severity 4: A reported anomaly to the B2Gnow software, which does not substantially restrict the use of one or more features of the licensed product to perform necessary business functions.

Provided that the maintenance call is received within B2Gnow's normal maintenance hours, B2Gnow will make an initial response to a Severity 4 maintenance call within forty-eight hours after receipt. B2Gnow will make reasonable efforts to identify a resolution to a Severity 4 defect within thirty days and to incorporate Severity 4 fixes into the next release of the product.

Priority 5/Severity 5: Enhancement request.

Provided that the maintenance call is received within B2Gnow's business hours, B2Gnow will make an initial response to a Severity 5 maintenance call within five business days after receipt. Severity 5 issues will be dealt with on a case-by-case basis.

Errors within the system are automatically logged with an email alert sent to the B2Gnow support team. Typically, the support team is aware of an issue before users report it. Team members will proactively monitor the system to analyze user behavior and system response.

TRAINING

B2Gnow provides ongoing training for staff and vendor users as part of its standard webinar training program. Users can sign up and attend relevant training classes, which is useful for new staff or users seeking a refresher on the system's capabilities. This web-based training is included at no additional cost as part of the annual service fee. Onsite training is also available, but is billable per the contract.

WARRANTY

The B2Gnow system is warranted to be free of technical errors for the entire duration of the contract.

SYSTEM MAINTENANCE

On a scheduled basis, B2Gnow performs maintenance on the software system and technical environments. System upgrades are completed at the same time. The system is typically available for most or all of the maintenance period; if the system is expected to be offline for any period of time, a system maintenance web page is displayed to users.

EXHIBIT 5

System maintenance: Thursday/Friday, 9pm to 5am (Pacific Standard Time)
Database optimization: Saturday/Sunday, 9pm to 5am (Pacific Standard Time)

B2Gnow will notify the organization of planned infrastructure changes that will impact system access at least 48 hours prior to the change.

SYSTEM MONITORING AND PENALTIES

B2Gnow utilizes two 3rd-party services (AlertSite & Pingdom) to monitor system availability and performance from cities across the country. In addition to immediately alerting our staff to system issues, these services track B2Gnow system availability.

System availability is monitored in five-minute intervals during business hours (8am to 5pm Central Time, Monday through Friday) and B2Gnow guarantees service uptime of at least 99.9%. Scheduled maintenance and downtime is excluded for purposes of this calculation. Monthly uptime percentage is calculated by taking the total number of applicable minutes in a calendar month minus the total number of minutes of Downtime, all divided by the total number of applicable minutes in that calendar month. This is reflected in the following formula:

$$\frac{\text{Total number of applicable minutes in the month} - \text{Total minutes of Downtime in the month}}{\text{Total number of applicable minutes in the month}}$$

For the purpose of SLA monitoring and reporting for this project, B2Gnow will use data from AlertSite.com. The monitoring service will determine availability and response performance of the B2Gnow SaaS system by polling every five minutes from three locations across the United States. The information will be aggregated automatically by the AlertSite.com service to account for public Internet issues (outside of the control of B2Gnow) to provide a quantitative measure of availability and response performance as provided by the B2Gnow SaaS system. B2Gnow can, at its discretion, poll availability more frequently.

B2Gnow will provide monthly service credits as follows:

Monthly Uptime Percentage	Service Credit
Less than 99%	3% credit per 1% reduction in uptime below 99%

B2GNOW SLA EXCLUSIONS

The Service Level Agreement does not apply to any unavailability, suspension or termination of the B2Gnow System, or any other B2Gnow System performance issues:

1. caused by factors outside B2Gnow's reasonable control, including any force majeure event or Internet access or related problems beyond the demarcation point of the B2Gnow System;
2. that result from any actions or inactions of the organization or any third party not within B2Gnow's direct control;
3. that result from the organization's equipment, software or other technology and/or third party equipment, software or other technology (other than third party equipment within B2Gnow's direct control);
4. caused by use of the System after B2Gnow advised a user of the System to modify his/her use of the System and the user did not modify his/her use as advised;
5. attributable to the acts or omissions of the organization or its employees, agents, contractors, vendors, or users.

**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: A.A.R & Assoc. Ltd.

Address: 431 W. Pershing Road, Floor 2, Chicago, IL 60609

E-mail: arabel@alvarosales.com

Contact Person: Arabel Alva Rosales Phone: 773-733-7140

Dollar Amount Participation: \$ _____

Percent Amount of Participation: _____ **35%**

*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 reverse auction event date.**

Revised: 4/15/11

Cook County Government
Letter of Intent

M/WBE Firm: A.A.R & Assoc. Ltd.

Certifying Agency: Cook County

Address: 431 W. Pershing Road, Floor 2

Certification Expiration Date: March 22, 2014

City/State: Chicago, IL Zip: 60609

FEIN #: 364283179

Phone: 773-733-7140 Fax: 773-733-7146

Contact Person: Arabel Alva Rosales

Email: arabel@alvarosales.com

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:

Customer support, Project Support, and Data Migration.

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

35% of contract value. Terms of Payment are Net 30

(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 they will enter into a formal written agreement for the above work, conditioned upon (1) Cook County's execution of a Prime Agreement with the Contractor; (2) Undersigned Subcontractor remaining compliant with all relevant credentials, codes, ordinances and statutes required by Contractor, Cook County, and the State to participate as a M/WBE firm for the above work. 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)

Arabel ALVA Rosales
Print Name

Frank Begalke
Print Name

A.A.R & ASSOCS., LTD
Firm Name

AskReply, Inc. d/b/a B2Gnow
Firm Name

06/04/13
Date

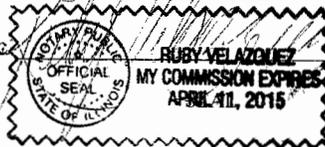
6/4/13
Date

Subscribed and sworn before me

Subscribed and sworn before me

this 5th day of June, 2013.

this 4th day of June, 2013.

Notary Public RUBY VELAZQUEZ


Notary Public _____
SEAL

06-10-13P12:04 RCVD

THE BOARD OF COMMISSIONERS
TONI PRECKWINKLE, PRESIDENT

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Robert Stebb
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15th Dist.
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COUNTY OF COOK
BUREAU OF FINANCE
OFFICE OF CONTRACT COMPLIANCE

JACQUELINE GOMEZ
DIRECTOR

County Building
118 North Clark Street, Room 1020
Chicago, Illinois 60602-1304
TEL: (312) 603-6843

March 22, 2013

Ms. Arabel Alva Rosales, President and CEO
A. Alva Rosales & Associates, Ltd. d/b/a A.A.R. & Assoc. Ltd.
431 W. Pershing Road, Floor 2
Chicago, IL 60609

Annual Certification Expires: March 22, 2014

Dear Ms. Rosales:

Congratulations on your continued eligibility for Certification as an MBE/WBE by Cook County Government. This MBE/WBE Certification is valid until March 22, 2014.

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

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

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

Technology: Information Technology Consulting Services; Business Training

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

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

Sincerely,

A handwritten signature in cursive script, appearing to read "Jacqueline Gomez".

Jacqueline Gomez
Contract Compliance Director

JG/lar

2015

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

A. BIDDER/PROPOSER HEREBY REQUESTS:

- FULL MBE WAIVER FULL WBE WAIVER
- REDUCTION (PARTIAL MBE and/or WBE PARTICIPATION)

_____ % of Reduction for MBE Participation
_____ % of Reduction for WBE Participation

B. REASON FOR FULL/REDUCTION WAIVER REQUEST

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

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

C. GOOD FAITH EFFORTS TO OBTAIN MBE/WBE PARTICIPATION

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

D. OTHER RELEVANT INFORMATION

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

CERTIFICATIONS (SECTION 4)

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

A. PERSONS AND ENTITIES SUBJECT TO DISQUALIFICATION

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

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

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

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

B. BID-RIGGING OR BID ROTATING

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

C. DRUG FREE WORKPLACE ACT

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

D. DELINQUENCY IN PAYMENT OF TAXES

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

E. HUMAN RIGHTS ORDINANCE

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

F. ILLINOIS HUMAN RIGHTS ACT

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

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

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

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

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

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

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

REQUIRED DISCLOSURES (SECTION 5)

1. DISCLOSURE OF LOBBYIST CONTACTS

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

Name

Address

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:

None

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

COOK COUNTY DISCLOSURE OF OWNERSHIP INTEREST STATEMENT

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

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

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

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

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

This Disclosure of Ownership Interest Statement must be submitted by :

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

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

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

This Statement is an: Original Statement or Amended Statement

Identifying Information:

Name ASKREPLY, INC D/B/A: B2GNDW EIN NO.: 33 089 7131

Street Address: 5025 N. CENTRAL AVE, #494

City: PHOENIX State: AZ Zip Code: 85012

Phone No.: 602-325-9277

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
JUSTIN TALBOT-STERN	5025 N. CENTRAL AVE, # 494 PHOENIX, AZ	58.0%
FRANK BECALUCE	5025 N. CENTRAL AVE, #494 PHOENIX, AZ	19.4%
DAVID LIANG	3847 LAKEVIEW DR SALINA, OH	19.1%

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
NONE		

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
NONE			

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.

JUSTIN TALBOT-STERN
Name of Authorized Applicant/Holder Representative (please print or type)

[Signature]
Signature

JTS@BLONOW.COM
E-mail address

PRESIDENT
Title

6/8/2013
Date

602-325-9277
Phone Number

Subscribed to and sworn before me
this 11 day of June, 2013

X *[Signature]*
Notary Public Signature

My commission



Notary Seal



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: NONE Title: _____

Business Entity Name: _____ Phone: _____

Business Entity Address: _____

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

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

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

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

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

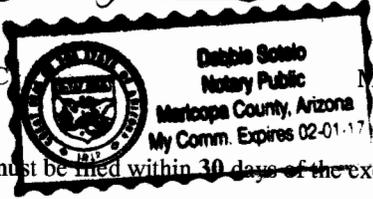
[Signature] _____ Date 6/5/2013

Subscribe and sworn before me this 0 Day of JUNE, 2013

a Notary Public in and for Maricopa County

[Signature]
(Signature)

NOTARY PUBLIC
SEAL



My Commission expires 02-01-17

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

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

SIGNATURE BY A SOLE PROPRIETOR
(SECTION 6)

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

BUSINESS NAME: _____

BUSINESS ADDRESS: _____

BUSINESS TELEPHONE: _____ FAX NUMBER: _____

FEIN/SSN: _____

COOK COUNTY BUSINESS REGISTRATION NUMBER: _____

SOLE PROPRIETOR'S SIGNATURE: _____

PRINT NAME: _____

DATE: _____

Subscribed to and sworn before me this

_____ day of _____, 20_____.

My commission expires:

X _____
Notary Public Signature

Notary Seal

SIGNATURE BY A SOLE PROPRIETOR
(SECTION 6)

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

BUSINESS NAME: _____

BUSINESS ADDRESS: _____

BUSINESS TELEPHONE: _____ FAX NUMBER: _____

FEIN/SSN: _____

COOK COUNTY BUSINESS REGISTRATION NUMBER: _____

SOLE PROPRIETOR'S SIGNATURE: _____

PRINT NAME: _____

DATE: _____

Subscribed to and sworn before me this

_____ day of _____, 20__.

My commission expires:

X _____

Notary Public Signature

Notary Seal

SIGNATURE BY A SOLE PROPRIETOR
(SECTION 6)

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

BUSINESS NAME: _____

BUSINESS ADDRESS: _____

BUSINESS TELEPHONE: _____ FAX NUMBER: _____

FEIN/SSN: _____

COOK COUNTY BUSINESS REGISTRATION NUMBER: _____

SOLE PROPRIETOR'S SIGNATURE: _____

PRINT NAME: _____

DATE: _____

Subscribed to and sworn before me this

_____ day of _____, 20____.

My commission expires:

X _____

Notary Public Signature

Notary Seal

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

(SECTION 7)

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

BUSINESS NAME: _____

BUSINESS ADDRESS: _____

BUSINESS TELEPHONE: _____ FAX NUMBER: _____

CONTACT PERSON: _____ FEIN/SSN: _____

*COOK COUNTY BUSINESS REGISTRATION NUMBER: _____

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

*BY: _____

Date: _____

Subscribed to and sworn before me this

_____ day of _____, 20__.

My commission expires:

X _____
Notary Public Signature

Notary Seal

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

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

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

BUSINESS NAME: _____

BUSINESS ADDRESS: _____

BUSINESS TELEPHONE: _____ FAX NUMBER: _____

CONTACT PERSON: _____ FEIN/SSN: _____

*COOK COUNTY BUSINESS REGISTRATION NUMBER: _____

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

*BY: _____

Date: _____

Subscribed to and sworn before me this

_____ day of _____, 20____.

My commission expires:

X _____
Notary Public Signature

Notary Seal

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

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

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

BUSINESS NAME: _____

BUSINESS ADDRESS: _____

BUSINESS TELEPHONE: _____ FAX NUMBER: _____

CONTACT PERSON: _____ FEIN/SSN: _____

*COOK COUNTY BUSINESS REGISTRATION NUMBER: _____

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

*BY: _____

Date: _____

Subscribed to and sworn before me this

_____ day of _____, 20__.

My commission expires:

X _____
Notary Public Signature

Notary Seal

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

SIGNATURE BY A LIMITED LIABILITY CORPORATION
(SECTION 8)

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

BUSINESS NAME: _____

BUSINESS ADDRESS: _____

BUSINESS TELEPHONE: _____ FAX NUMBER: _____

CONTACT PERSON: _____

FEIN: _____ * CORPORATE FILE NUMBER: _____

MANAGING MEMBER: _____ MANAGING MEMBER: _____

**SIGNATURE OF MANAGER: _____

ATTEST: _____

Subscribed and sworn to before me this

_____ day of _____, 20_____

X _____
Notary Public Signature

Notary Seal

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

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

SIGNATURE BY A LIMITED LIABILITY CORPORATION
(SECTION 8)

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

BUSINESS NAME: _____

BUSINESS ADDRESS: _____

BUSINESS TELEPHONE: _____ FAX NUMBER: _____

CONTACT PERSON: _____

FEIN: _____ * CORPORATE FILE NUMBER: _____

MANAGING MEMBER: _____ MANAGING MEMBER: _____

**SIGNATURE OF MANAGER: _____

ATTEST: _____

Subscribed and sworn to before me this

_____ day of _____, 20_____

X _____
Notary Public Signature

Notary Seal

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

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

SIGNATURE BY A LIMITED LIABILITY CORPORATION
(SECTION 8)

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: ASKREPUY, INC. DBA BZONOW

BUSINESS ADDRESS: 5025 N. CENTRAL AVE, #494
PHOENIX, AZ 85012

BUSINESS TELEPHONE: 602-325-9277 FAX NUMBER: 866-892-2913

CONTACT PERSON: JUSTIN TALBOT-STERN

FEIN: 33-089-7731 *IL CORPORATE FILE NUMBER: F 6629-060-3

LIST THE FOLLOWING CORPORATE OFFICERS:

PRESIDENT: JUSTIN TALBOT-STERN VICE PRESIDENT: FRANK BEGALKE

SECRETARY: FRANK BEGALKE TREASURER: FRANK BEGALKE

**SIGNATURE OF PRESIDENT: [Signature]

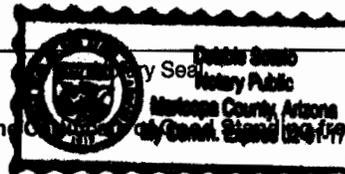
ATTEST: [Signature] (CORPORATE SECRETARY)

Subscribed and sworn to before me this

6 day of June, 2013

x [Signature]
Notary Public Signature

My commission expires: 02-01-2017

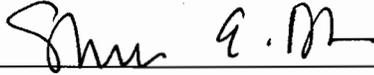


* If the corporation is not registered in the State of Illinois, a copy of the Certificate of Incorporation must be submitted with this Signature Page.

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

COOK COUNTY SIGNATURE PAGE
(SECTION 10)

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



COOK COUNTY CHIEF PROCUREMENT OFFICER

DATED AT CHICAGO, ILLINOIS THIS 26 DAY OF July, 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

1390-12818

OR

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

TOTAL AMOUNT OF CONTRACT: \$ **91,640.00**

(DOLLARS AND CENTS)

FUND CHARGEABLE: _____

APPROVED AS TO FORM:

NOT REQUIRED

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