



PROFESSIONAL SERVICES AGREEMENT

CONTRACT NO. 1390-13069

COOK COUNTY WEBSITE IMPLEMENTATION, BRANDING AND GOVERNANCE

BETWEEN



COOK COUNTY GOVERNMENT

AND

CLARITY PARTNERS, LLC

**APPROVED BY BOARD OF
COOK COUNTY COMMISSIONERS**

OCT 08 2014

COM _____

PART I

CONTRACT

This Contract is made and entered into by and between the County of Cook, a public body corporate of the State of Illinois, hereinafter referred to as "County" and Clarity Partners, LLC, authorized to do business in the State of Illinois hereinafter referred to as "Consultant", pursuant to authorization by the Cook County Board of Commissioners on the 8th day of October 2014, as evidenced by Board Authorization letter attached hereto as EXHIBIT "3".

BACKGROUND

The County of Cook issued a Request for Proposals (RFP) for Website Implementation, Branding and Governance on February 11, 2013. Proposals were evaluated in accordance with the evaluation criteria published in the RFP. The Consultant was selected based on the proposals submitted and evaluated by the County representatives. Consultant represents that it has the professional experience and expertise to provide the necessary services and further warrants that it is ready, willing and able to perform in accordance with the terms and conditions as set forth in this Contract.

NOW, THEREFORE, in consideration of the premises and the mutual undertakings herein set forth, the parties agree as follows:

I. CONTRACT SERVICES

The Contractor agrees to provide the following Contract Services:

AS SET FORTH IN EXHIBIT "1"

II. CONTRACT PERIOD

This Contract shall be effective after proper execution of the contract documents by the County for five (5) years with two (2) 2-year extension options beginning November 1, 2014 through October 31, 31, 2019.

III. PAYMENT

In no case shall such charges exceed the amount of **\$1,245,279.33**. Invoices in triplicate on County Invoice Form 29A shall be submitted by the Contractor to the Using Department when requesting payment. The County shall have the right to examine the books of the Contractor for the purpose of auditing the same with reference to all charges made to the County.

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.

IV. GENERAL CONDITIONS

This Contract incorporates and is subject to the provisions attached hereto as Part II, General Conditions, and is incorporated herein by this reference.

V. ATTACHMENTS

This Contract incorporates the following Contractor Documentation:

1. PART I- Contract
2. PART II-General Conditions
3. PART III- Special Conditions
4. EXHIBIT 1- Statement of Work and Pricing
5. EXHIBIT 2- Evidence of Insurance
6. EXHIBIT 3- Board Authorization
7. EXHIBIT 4- Economic Disclosure Statement (EDS)

Notwithstanding such incorporation, none of the terms set forth in any Exhibit which conflict with the express terms of this Contract or its General Conditions shall be deemed or construed to supersede the terms of this Contract or its General Conditions.

[END OF SECTION]

PART II

GENERAL CONDITIONS

CONTENTS

GC-01	SUBCONTRACTING OR ASSIGNMENT OF CONTRACT OR CONTRACT FUNDS	GC-1
GC-02	PERSONNEL	GC-1
GC-03	INSURANCE	GC-2
GC-04	INSPECTION AND RESPONSIBILITY	GC-4
GC-05	INDEMNIFICATION	GC-4
GC-06	PAYMENT	GC-4
GC-07	PREPAID FEES	GC-4
GC-08	TAXES	GC-5
GC-09	PRICE REDUCTION	GC-5
GC-10	CONTRACTOR CREDITS	GC-5
GC-11	DISPUTES	GC-5
GC-12	DEFAULT	GC-6
GC-13	COUNTY REMEDIES	GC-6
GC-14	CONTRACTOR REMEDIES	GC-7
GC-15	DELAYS	GC-7
GC-16	MODIFICATIONS AND AMENDMENTS	GC-7
GC-17	PATENTS, COPYRIGHTS AND LICENSES	GC-8
GC-18	COMPLIANCE WITH THE LAWS	GC-8
GC-19	MINORITY AND WOMEN BUSINESS ENTERPRISES COOK COUNTY ORDINANCE CHAPTER 10-43.7 PROFESSIONAL AND CONSULTING SERVICE AND SOLE SOURCE	GC-11
GC-20	MATERIAL DATA SAFETY SHEET	GC-11
GC-21	CONDUCT OF THE CONTRACTOR	GC-11
GC-22	ACCIDENT REPORTS	GC-12

GC-23	USE OF THE COUNTY PREMISES	GC-12
GC-24	TERMINATION OF CONVENIENCE AND SUSPENSION OF CONTRACT	GC-12
GC-25	GENERAL NOTICE	GC-12
GC-26	GUARANTEES AND WARRANTIES	GC-13
GC-27	STANDARD OF DELIVERABLES	GC-13
GC-28	DELIVERY	GC-13
GC-29	QUANTITIES	GC-13
GC-30	CONTRACT INTERPRETATION	GC-14
GC-31	CONFIDENTIALITY AND OWNERSHIP OF DOCUMENTS	GC-14
GC-32	GOVERNING LAW	GC-14
GC-33	AUDIT; EXAMINATION OF RECORDS	GC-15
GC-34	WAIVER	GC-15
GC-35	ENTIRE CONTRACT	GC-15
GC-36	FORCE MAJEURE OR UNAVOIDABLE DELAYS	GC-16
GC-37	INDEPENDENT CONTRACTOR STATUS; NO THIRD PARTY BENEFICIARIES	GC-16
GC-38	GOVERNMENTAL JOINT PURCHASING AGREEMENT	GC-16
GC-39	COOPERATIVE PURCHASING	GC-16
GC-40	COOPERATION WITH INSPECTOR GENERAL	GC-16
GC-41	FEDERAL CLAUSES	GC-17-26

GC-01 SUBCONTRACTING OR ASSIGNMENT OF CONTRACT OR CONTRACT FUNDS

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

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

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

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

GC-02 PERSONNEL

The quality, experience and availability of personnel employed by the Contractor is of the essence. The Contractor shall provide the County with a list of all key personnel to be used on the project and their designated assignment. The list shall include the qualifications of each person named. The County may at any time request, in writing, the Contractor to remove any of the Contractor's assigned personnel for cause and forthwith furnish to the County other acceptable personnel with thirty (30) days of notification.

Notwithstanding the County's approval of Contractor's personnel, the Contractor shall be fully responsible to County for all work performed pursuant to this Contract by Contractor's employees, subcontractors or others who may be retained by the Contractor with the approval of the County.

GC-03 INSURANCE REQUIREMENTS

- 1) The Contractor shall require all policies of insurance that are in any way related to the work and are secured and maintained by Contractor and all tiers of subcontractors to include clauses providing that each underwriter shall waive all of its rights of recovery, under subrogation or otherwise, against Cook County, Board of Commissioners and employees of the County.

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

The Contractor shall require all tiers of subcontractors to waive the rights of recovery against Cook County and all tiers of subcontractors.

Insurance Requirements of the Contractor

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

Nothing contained in these insurance requirements is to be construed as limiting the extent of the Contractor's responsibility for payment of damages resulting from its operations under this Contract. The insurance purchased and maintained by the Contractor shall be primary and not excess or pro rata to any other insurance issued to the County.

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

The limits of liability shall be as stated below, unless, prior to the effective date of this Contract, written approval is granted by the Cook County Department of Risk Management for variance from those limits.

1. Coverages

(a) **Workers Compensation Insurance**

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

The Workers Compensation policy shall also include the following provisions:

- (1) Employers' Liability coverage with a limit of

\$500,000 each Accident
\$500,000 each Employee
\$500,000 Policy Limit for Disease

(2) Broad form all states coverage

(b) **Commercial General Liability Insurance**

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

General Liability limits shall not be less than \$1,000,000 per occurrence and \$2,000,000 aggregate combined single limit for bodily injury and property damage. The General Liability policy shall include, without limitation the following coverages:

- (a) All premises and operations;
- (b) Broad Form Blanket Contractual Liability;
- (c) Products/Completed Operations;
- (d) Broad Form Property Damage Liability;
- (e) Cross Liability.

(c) **Comprehensive Automobile Liability Insurance**

Comprehensive Automobile Liability to cover all owned, non-owned and hired automobiles, trucks and trailers. The Comprehensive Automobile Liability limits shall not be less than the following:

- 1) Liability - All Autos: Bodily Injury & Property Damage - \$1,000,000 per Occurrence
- 2) Uninsured/Motorists: Per Illinois Requirements

(d) **Umbrella/Excess Liability Insurance**

In addition to the coverages and limits specified above, Contractor and Sub-Contractors of any tier shall secure and maintain a limit of liability no less than:

- 1) \$2,000,000 each occurrence for all liability
- 2) \$2,000,000 in the aggregate per policy year separately with respect to products and completed operations

2. Additional requirements

(a) Additional Insured

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

(b) Qualification of Insurers

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

(c) Insurance Notices

All policies of insurance which may be required under terms of this Contract shall be endorsed to provide that the insurance company shall notify the Cook County Office of the Chief Procurement Officer, 118 North Clark Street, Room 1018, Chicago, Illinois 60602 at least 30 days prior to the effective date of any cancellation or modification of such policies. Prior to the date on which Contractor commences performance of its part of the work, Contractor shall furnish to the County certificates of insurance maintained by Contractor.

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

GC-04 INSPECTION AND RESPONSIBILITY

At any and at all times during the term of the Contract and at any location where the Contract is performed, the County shall have a right to inspect any Deliverables provided in carrying out this Contract. The Contractor shall be solely responsible for the quality and standards of all Deliverables furnished under this Contract. Deliverables may be rejected by the Chief Procurement Officer and/or the Director of the Using Department if they fail to meet Contract requirements or are provided in a manner which does not meet Contract requirements. In the event of such rejection, Deliverables shall be replaced and/or re-performed by the Contractor promptly and at no additional cost to the County. Any Deliverables rejected shall be removed within a reasonable time from the premises of the County at the entire expense of the Contractor, after notice has been given by the County to the Contractor that such Deliverables have been rejected.

GC-05 INDEMNIFICATION

The Contractor covenants and agrees to indemnify and save harmless the County and its commissioners, officials, employees, agents and representatives, and their respective heirs, successors and assigns, from and against any and all costs, expenses, attorney's fees, losses, damages and liabilities incurred or suffered directly or indirectly from or attributable to any third party claims arising out of or incident to the performance or nonperformance of the Contract by the Contractor, or the acts or omissions of the officers, agents, employees,

contractors, subcontractors, licensees or invitees of the Contractor. The Contractor expressly understands and agrees that any Performance Bond or insurance protection required of the Contractor, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify the County as hereinabove provided.

GC-06 PAYMENT

All invoices submitted by the Contractor shall be in accordance with the cost provisions contained in the Contract Documents and 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.

GC-07 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.

GC-08 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.

GC-09 PRICE REDUCTION

[INTENTIONALLY OMITTED]

GC-10 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.

GC-11 DISPUTES

Any dispute arising under the Contract between the County and Contractor shall be decided by the Chief Procurement Officer. The complaining party shall submit a written statement detailing the dispute and

specifying the specific relevant Contract provision(s) to the Chief Procurement Officer. Upon request of the Chief Procurement Officer, the party complained against shall respond to the complaint in writing within five days of such request. The Chief Procurement Officer will reduce his decision to writing and mail or otherwise furnish a copy thereof to the Contractor and Director. Dispute resolution as provided herein shall be a condition precedent to any other action at law or in equity. Notwithstanding a dispute, Contractor shall continue to discharge all its obligations, duties and responsibilities set forth in the Contract during any dispute resolution proceeding unless otherwise agreed to by the County in writing.

GC-12 DEFAULT

Contractor shall be in default hereunder in the event of a material breach by Contractor of any term or condition of this Contract where Contractor has failed to cure such breach within ten (10) days after written notice of breach is given to Contractor by the County, setting forth the nature of such breach.

A material breach of the contract by the Contractor includes but is not limited to the following:

1. Failure to begin performance under this Contract within the specified time;
2. Failure to perform under this Contract with sufficient personnel, equipment, or materials to ensure completion of said performance within the specified time or failure to assign qualified personnel to ensure completion within the specified time;
3. Performance of this contract in an unsatisfactory manner;
4. Refusal to perform services deemed to be defective or unsuitable;
5. Discontinuance of performance of Contractor's obligations under the Contract or the impairment or the reasonable progress of performance;
6. Becoming insolvent, being declared bankrupt or committing any act of bankruptcy or insolvency;
7. Any assignment of this contract for the benefit of creditors;
8. Any cause whatsoever which impairs performance in an acceptable manner; or
9. Any other material breach of any term or condition of this Contract.

County shall be in default hereunder if any material breach of the Contract by the County occurs which is not cured by the County within forty-five (45) days after written notice of breach has been given by Contractor to the County, setting forth the nature of such breach.

GC-13 COUNTY'S REMEDIES

Following notice of material breach to Contractor, the County reserves the right to withhold payments otherwise owed to Contractor until such time as Contractor has cured the breach.

If the Contractor fails to remedy a material breach during the thirty (30) day cure period pursuant to General Condition GC-12, Default, or if Contractor commits a subsequent material breach within a twelve month period or expresses an unwillingness or inability to continue performing the Contract in accordance with its terms, the County shall have the right to terminate this Contract upon written notice to the Contractor which shall set forth the effective date of such termination.

In addition, the County shall have the right to pursue all remedies in law or equity.

GC-14 CONTRACTOR'S REMEDIES

If the County has been notified of breach and fails to remedy the breach during the ninety (90) day cure period pursuant to General Condition GC-12, Default, the Contractor shall have the right to terminate this Contract upon not less than thirty (30) days prior written notice to the County, which notice shall set forth the effective date of termination.

Contractor shall have the right to pursue all remedies available in law or equity. In all cases the Contractor's damages shall be those actual provable damages not to exceed the amount of the Contract as awarded by the Cook County Board of Commissioners less all amounts paid to Contractor. In no event shall Contractor be entitled to any consequential damages. Irrespective of the exercise of remedies hereunder, Contractor shall not disrupt the County's operations or repossess any component thereof.

GC-15 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.

GC-16 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 section. Such modifications and amendments shall only be made by mutual agreement in writing. In the case of Contracts not approved by the Board, 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.

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

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

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

GC-17 PATENTS, COPYRIGHTS AND LICENSES

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

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

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

GC-18 COMPLIANCE WITH THE LAWS

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

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

GC-19 MINORITY AND WOMEN BUSINESS ENTERPRISES

COOK COUNTY ORDINANCE CHAPTER 10-43.7 PROFESSIONAL AND CONSULTING SERVICE AND SOLE SOURCE

I. POLICY AND GOALS

- A. It is the policy of the County of Cook to prevent discrimination in the award of or participation in the County contracts and to eliminate arbitrary barriers for participation, as both prime and subcontractors, in such contracts by local businesses certified as Minority Business Enterprises (MBE) and Women-

Owned Business Enterprises (WBE). In furtherance of this policy, the Cook County Board of Commissioners has adopted a Minority-and-Women-Owned Business Enterprise Ordinance (the "Ordinance") which establishes a "best efforts" goal of awarding not less than thirty-five percent (35%) of the annual total dollar amount of professional, consulting service and sole source contracts and agreements to certified MBEs and WBEs.

- B. A Proposer may achieve the MBE/WBE participation goals by its status as a MBE or WBE; by entering into a joint venture with one or more MBEs and/or WBEs; by subcontracting a portion of the work to one or more MBEs or WBEs; by entering into a Mentor-Protégé Agreement with a MBE or WBE; by the indirect participation of MBEs or WBEs in other aspects of the Proposer's business; or by a combination of the foregoing.
- C. A Waiver Request must be submitted with the Proposal, documenting the inability of the Proposer to meet the goals, and providing written evidence of "Good Faith Efforts," to obtain goals.

A Proposer's failure to carry out its MBE/WBE commitments in the course of performance on a contract shall constitute a material breach of the contract, and if such breach is not appropriately cured, may result in the termination of the contract or such other remedies authorized by the Ordinance as the County deems appropriate.

II. REQUIRED SUBMITTALS

To be considered responsive to the requirements of the Ordinance, a Proposer shall submit Items A, B and C listed below. All documentation submitted shall be reviewed by the Contract Compliance Administrator. Failure to submit one of the items required shall be cause to consider a contract non-responsive to the Ordinance goals and may be rejected.

A. MBE/WBE Participation Documentation

Each Proposer shall submit supporting documentation which evidences efforts taken to achieve the County's "best efforts" MBE/WBE participation goals. Such documentation shall include:

1. A **Utilization Plan** identifying all firms intended to be utilized to fulfill the goals; the MBE/WBE status of each firm; the name, address, e-mail address and telephone number of the contact person for each MBE/WBE firm; the dollar value of the goods and services to be provided by the MBE/WBE firm; and the dollar value expressed as a percentage (%) of the total value of the purposed contract. (See Section I)
2. A **Letter of Intent** for each MBE/WBE containing specific information regarding goods to be provided or services to be performed by the MBE/WBE; the dollar value of the goods or services, the percentage (%) of the dollar value; and the original signatures of the appropriate officer for both the Proposer and the MBE/WBE. (See Exhibit II)
3. Current **Letter of Certification** for each MBE/WBE firm. Acceptable certifying agencies are: Cook County, Illinois Unified Certification Program (IUCP) and U. S. Small Business Administration. (SBA) (8A) or any other

governmental body or agency approved by the Contract Compliance Administrator as applying certification standards substantially similar to those applied by the County of Cook may also be accepted.

4. **Waiver/Goal Reduction Petition** must be included at the time of the submission of the Proposal document. Where the Proposer does not include all documentation in support of the Petition at the time of submission, such documentation must be submitted to the Office of Contract Compliance not less than three (3) business days after the submission date.

The Contract Compliance Administrator retains the right to reject the certification of any MBE or WBE on the ground that it does not meet the County's definition of a MBE or WBE.

B. Use of MBE/WBE Professionals

Each Proposer shall submit with its proposal, a statement which discloses how it intends to maximize the use of minority and women professionals in the course of performing the contract.

C. Affirmative Action Plan

Each Proposer shall submit a copy of its current EEO-1 Report and a copy of its current Letter of Compliance from the United States Department of Labor, Office of Federal Contract Compliance Programs. Absent a Letter from OFCCP, the Proposer shall submit a written report of the inclusion of minority and women professional in the workforce of their company.

III. NON-COMPLIANCE

Where the County of Cook determines that the Proposer has failed to comply with its contractual commitments or any portion of the Ordinance, it will notify the contractor of such non-compliance and may take any and all appropriate actions as set forth within the Ordinance.

IV. REPORTING/RECORD KEEPING REQUIREMENTS

The Proposer is required to comply with the reporting and record-keeping requirements as set forth in the Ordinance and as established by the Contract Compliance Administrator. Upon award of a contract, The Proposer is responsible for acquiring all necessary Office of Contract Compliance reporting and record-keeping forms as made available in the Office of Contract Compliance

The Office of Contract Compliance will notify each Contractor and Sub-Contractor upon award of a contract of their reporting obligations (Vendor Notification Letter)

The Office of Contract Compliance will notify each MBE/WBE Sub-Contractor of the award of a contract to a Prime Contractor, the MBE/WBE dollar amount of participation and the percentage (%) amount of participation. The Sub- Contractors will be required to submit on a timely basis, Sub-Contractors

GC-19 MINORITY AND WOMEN BUSINESS ENTERPRISES

COOK COUNTY ORDINANCE CHAPTER 10-43.7 PROFESSIONAL AND CONSULTING SERVICE AND SOLE SOURCE (CON'T.)

Payment Affidavits (see forms section) with proof of payment or money paid to them by the Prime Contractor.

The Office of Contract Compliance requests payment affidavits and proof of payment to MBE/WBE Sub-Contractors as follows:

1. **Annual Contracts:** monthly reporting from both Prime and Sub-Contractors.
2. **Multi Year Contracts:** quarterly reporting from both Prime and Sub-Contractors including proof of payments.
3. **One time purchases** require verification of proof of payment **immediately**.

Failure to comply with this section will be reviewed as non-compliance as stated under Section III. Non-Compliance.

V. EQUAL EMPLOYMENT OPPORTUNITY

Compliance with MBE and WBE requirements will not diminish or supplant Equal Employment Opportunity and Civil Rights provisions as otherwise required by law as they relate to contractor and subcontractor obligations.

Any questions regarding this document should be directed to:

Cook County Office of Contract Compliance
118 N. Clark Street – Room 1020
Chicago, Illinois 60602
(312)603-5502

GC-20 MATERIAL DATA SAFETY SHEET

Where required under the Illinois "Toxic Substance Disclosure To Employees Act", Illinois Compiled Statutes, 2002, 820 ILCS 255/1, Contractor shall submit with each delivery of Deliverables, a Material Safety Data Sheet.

GC-21 CONDUCT OF THE CONTRACTOR

The Contractor agrees to inform the County on a timely basis of all of the Contractor's interests, if any, which are or which the Contractor reasonably believes may be incompatible with any interest of the County. The Contractor shall take notice of and comply with the Cook County Lobbyist Registration Ordinance (No. 93-0-22, 6-22-93). Neither the Contractor nor any of its employees, agents or subcontractors shall use for business or personal gain, or make other improper use of, confidential information which is acquired in connection with the Contract. To the extent Contractor will have access to the County's protected health information in performing its responsibilities under this Contract, Contractor shall contact the Chief Privacy Officer for the Using

Department(s) and shall execute the County's business associate agreement prior to performing any responsibilities which involve access to protected health information.

GC-22 ACCIDENT REPORTS

Contractor shall provide the Chief Procurement Officer and the Director of the Using Department with prompt written notification (no later than twenty-four (24) hours) of any occurrence, on County premises or otherwise, which pertains in any way to this Contract and which results in either bodily injury to employees or third parties or property damage. The report shall include the name of person(s) injured, if any; name of the injured person's employer, if any; the date, time and location of the occurrence; description of the extent of injury and/or damage; the name(s) of witnesses; the names of any providers known to have provided treatment for injuries sustained; and such other information as may be required by the County. The Contractor shall notify the local police regarding any occurrence requiring an official police record. The report submitted to the County should indicate whether the police were notified and, if so, the number of the police report.

GC-23 USE OF COUNTY PREMISES AND RESOURCES

Contractor shall confer with the Director of the Using Department to ascertain full knowledge of all rules and regulations of the County facilities relative to this Contract and shall cause all of its employees, agents and subcontractors to comply therewith. The Contractor shall confine the operations of its employees, agents and subcontractors on County premises to the performance of the Contract consistent with limits indicated by laws, ordinances, permits and/or direction of the Director of the Using Department and shall not encumber the premises with materials or debris. In performing the Contract, the Contractor shall not cause or permit a condition that endangers the safety of others and shall not load or permit any part of a structure to be loaded with a weight that will endanger the safety of the structure or any persons.

GC-24 TERMINATION FOR CONVENIENCE AND SUSPENSION OF CONTRACT

The County may terminate this Contract, or any portion, at any time by notice in writing from the County to the Contractor. Unless otherwise stated in the notice, the effective date of such termination shall be three business days after the date the notice of termination is mailed by the County. If the County elects to terminate the Contract in full, unless otherwise specified in the notice of termination, the Contractor shall immediately cease performance and shall promptly tender to the County all Deliverables, whether completed or in process. If the County elects to terminate the Contract in part, unless otherwise specified in the notice of partial termination, the Contractor shall immediately cease performance of those portions of the Contract which are terminated and shall promptly tender to the County all Deliverables relating to said portions of the Contract, whether completed or in process. Contractor shall refrain from incurring any further costs with respect to portions of the Contract which are terminated except as specifically approved by the Chief Procurement Officer.

GC-25 GENERAL NOTICE

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.

TO THE COUNTY:

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

TO THE CONTRACTOR:

At address provided on the Execution Pages or as otherwise indicated in writing to County Chief Procurement Officer in a written document which, in bold face type, references the name of the Contractor, the County Contract Number and states "NOTIFICATION OF CHANGE IN ADDRESS."

GC-26 GUARANTEES AND WARRANTIES

The Contractor shall furnish all guarantees and warranties applicable to the Deliverables to the Director of the Using Department prior to or at the time of delivery. The rights and remedies so provided shall be in addition to and shall not limit any rights afforded to County under this Contract.

To the extent Contractor provides Deliverables manufactured by another entity, Contractor shall transfer original product warranty and any rights to manufacturer's related services to the County and shall submit all appropriate documentation of said transfer to the Director of the Using Department prior to or at the time the Contractor tenders the Deliverables.

GC-27 STANDARD OF DELIVERABLES

[INTENTIONALLY OMITTED]

GC-28 DELIVERY

[INTENTIONALLY OMITTED]

GC-29 QUANTITIES

[INTENTIONALLY OMITTED]

GC-30 CONTRACT INTERPRETATION

Whenever the singular is used herein, the masculine, feminine and neuter gender shall be deemed to include the others. The headings of articles, paragraphs and sections in this Contract are included for convenience only and shall not be considered by either party in construing the meaning of this Contract. If any provision or clause of this Contract shall be held to be invalid, such provision or clause shall be deleted from the Contract and the Contract shall be construed to give effect to the remaining portions thereof.

This Contract shall be interpreted and construed based upon the following order of precedence of component parts. Such order of precedence shall govern to resolve all cases of conflict, ambiguity or inconsistency.

1. PART I- Contract
2. PART II-General Conditions
3. PART III- Special Conditions
4. EXHIBIT 1- Statement of Work and Pricing
5. EXHIBIT 2- Evidence of Insurance
6. EXHIBIT 3- Board Authorization
7. EXHIBIT 4- Economic Disclosure Statement (EDS)

GC-31 CONFIDENTIALITY AND OWNERSHIP OF DOCUMENTS

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

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

GC-32 GOVERNING LAW

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

GC-33**AUDIT; EXAMINATION OF RECORDS**

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

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

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

To the extent this Contract pertains to Deliverables which may be reimbursable under the Medicaid or Medicare Programs, Contractor shall retain and make available upon request, for a period of four (4) years after furnishing services pursuant to this Agreement, the contract, books, documents and records which are necessary to certify the nature and extent of the costs of such services if requested by the Secretary of Health and Human Services or the Comptroller General of the United States or any of their duly authorized representatives. If Contractor carries out any of its duties under the Agreement through a subcontract with a related organization involving a value of cost of \$10,000.00 or more over a 12 month period, Contractor will cause such subcontract to contain a clause to the effect that, until the expiration of four years after the furnishing of any service pursuant to said subcontract, the related organization will make available upon request of the Secretary of Health and Human Services or the Comptroller General of the United States or any of their duly authorized representatives, copies of said subcontract and any books, documents, records and other data of said related organization that are necessary to certify the nature and extent of such costs. This paragraph relating to the retention and production of documents is included because of possible application of Section 1861(v)(1)(I) of the Social Security Act to this Agreement; if this Section should be found to be inapplicable, then this paragraph shall be deemed inoperative and without force and effect.

GC-34**WAIVER**

No term or provision of this Contract shall be deemed waived and no breach consented to unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. The waiver of any such provision shall be strictly limited to the identified provision.

GC-35 ENTIRE CONTRACT

It is expressly agreed that the provisions set forth in this Contract constitute all the understandings and agreements between the parties. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Contract are of no force and effect.

GC-36 FORCE MAJEURE OR UNAVOIDABLE DELAYS

Neither Contractor nor County shall be liable for failing to fulfill any obligation under this Contract if such failure is caused by an event beyond such party's reasonable control which is not caused by such party's fault or negligence. Such events shall be limited to acts of God, acts of war, fires, lightning, floods, epidemics, or riots.

GC-37 INDEPENDENT CONTRACTOR STATUS; NO THIRD PARTY BENEFICIARIES

The Contractor and its employees, agents and subcontractors are, for all purposes arising out of the Contract, independent contractors and not employees of the County. It is expressly understood and agreed that neither the Contractor nor Contractor's employees, agents or subcontractors shall be entitled to any benefit to which County employees may be entitled including, but not limited to, overtime or unemployment compensation, insurance or retirement benefits, workers' compensation or occupational disease benefits or other compensation or leave arrangements.

Nothing contained herein shall be deemed or construed by the parties hereto, or by any third party, as creating the relationship of principal and agent or of partnership or of joint venturer or any relationship between the parties hereto other than that of independent contractors. Nothing herein shall be construed to confer upon any third parties the status of third party beneficiary.

GC-38 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.

GC-39 COOPERATIVE PURCHASING

As permitted by the County of Cook, other government entities may wish to also participate under the same terms and conditions contained in this contract (piggyback). Each entity wishing to piggyback must have prior authorization from the County of Cook and vendor. If such participation is authorized, all purchase orders will be issued directly from and shipped directly to the entity requiring supplies/services. The County shall not be held responsible for any orders placed, deliveries made or payment for supplies/services ordered by these entities. Each entity reserves the right to determine their participation in this contract.

GC-40 COOPERATION WITH INSPECTOR GENERAL

Persons or businesses seeking County contracts are required to abide by all of the applicable provisions of the Office of the Independent Inspector General Ordinance (Section 2-281 et. seq. of the Cook County Code of Ordinances). Failure to cooperate as required may result in monetary and/or other penalties.

Contractors, subcontractors, licensees, grantees or persons or businesses who have a County contract, grant, license, or certification of eligibility for County contracts shall abide by all of the applicable provisions of the Office of the Independent Inspector General Ordinance. Failure to cooperate as required may result in monetary and/or other penalties.

GC-41 FEDERAL CLAUSES

1. Interest of Members of or Delegates to the United States Congress

In accordance with 41 U.S.C. § 22, the Contractor agrees that it will not admit any member of or delegate to the United States Congress to any share or part of the Contract or any benefit derived therefrom.

2. False or Fraudulent Statements and Claims

(a) The Contractor recognizes that the requirements of the Program Fraud Civil Remedies Act of 1986, as amended, 49 U.S.C. §§ 3081 et seq and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to the Contract. Accordingly, by signing the Contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, or it may make pertaining to the Contract, including without limitation any invoice for its services. In addition to other penalties that may be applicable, the Contractor also acknowledges that if it makes a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986, as amended, on the Contractor to the extent the Federal Government deems appropriate.

(b) The Contractor also acknowledges that if it makes a false, fictitious, or fraudulent claim, statement, submission, or certification to the County or Federal Government in connection with an urbanized area formula project financed with Federal assistance authorized by 49 U.S.C. § 5307, the Government reserves the right to impose on the Contractor the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1), to the extent the Federal Government deems appropriate.

3. Federal Interest in Patents

(a) General. If any invention, improvement, or discovery of the Contractor is conceived or first actually reduced to practice in the course of or under the Contract, and that invention, improvement, or discovery is patentable under the laws of the United States of America or any foreign country, the Contractor agrees to notify County immediately and provide a detailed report.

(b) Federal Rights. Unless the Federal Government later makes a contrary determination in writing, the rights and responsibilities of the County, Contractor, and the Federal Government pertaining to that invention,

improvement, or discovery will be determined in accordance with applicable Federal laws and regulations, including any waiver thereof. Unless the Federal Government later makes a contrary determination in writing, the Contractor agrees that, irrespective of its status or the status of any subcontractor at any tier (e.g., a large business, small business, non-profit organization, institution of higher education, individual), the Contractor agrees it will transmit to the Federal Government those rights due the Federal Government in any invention resulting from the contract.

4. Federal Interest in Data and Copyrights

(a) **Definition.** The term "subject data" used in this section means recorded information, whether or not copyrighted, that is delivered or specified to be delivered under the Contract. Examples include, but are not limited, to: computer software, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information. The term "subject data" does not include financial reports, cost analyses, and similar information incidental to Contract administration.

(b) **Federal Restrictions.** The following restrictions apply to all subject data first produced in the performance of the Contract. Except as provided in the Contract and except for its own internal use, the Contractor may not publish or publicly reproduce subject data in whole or in part, or in any manner or form, nor may the Contractor authorize others to do so, without the written consent of the County and the Federal Government, until such time as the Federal Government may have either released or approved the release of such data to the public.

(c) **Federal Rights in Data and Copyrights.** In accordance with subparts 34 and 36 of the Common Rule, the County and the Federal Government reserve a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for County or Federal Government purposes, the types of subject data described below. Without the copyright owner's consent, the County and Federal Government may not extend their license to other parties.

- (1) Any subject data developed under the contract or subagreement financed by a federal Grant Agreement or Cooperative Agreement, whether or not a copyright has been obtained; and
- (2) Any rights of copyright which the Contractor purchases ownership with Federal assistance.

(d) **Special Federal Rights for Planning Research and Development Projects.** When the Federal Government provides financial assistance for a planning, research, development, or demonstration project, its general intention is to increase public knowledge, rather than limit the benefits of the project to participants in the project. Therefore, unless the Federal Government determines otherwise, the Contractor on a planning, research, development, or demonstration project agrees that, in addition to the rights in data and copyrights set forth above, the County or Federal Government may make available to any third party either a license in the copyright to the subject data or a copy of the subject data. If the project is not completed for any reason whatsoever, all data developed under the project will become subject data and will be delivered as the County

GC-41 FEDERAL CLAUSES (CON'T.)

or Federal Government may direct. This subsection, however, does not apply to adaptations of automatic data processing equipment or previously existing software programs for the County's use whose costs are financed with Federal transportation funds for capital projects.

(e) **Hold Harmless.** Unless prohibited by state law, upon request by the County or the Federal Government, the Contractor agrees to indemnify, save, and hold harmless the County and the Federal Government and their officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the Contractor of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under the Contract. The Contractor will not be required to indemnify the County or Federal Government for any such liability arising out of the wrongful acts of employees or agents of the County or Federal Government.

(f) **Restrictions on Access to Patent Rights.** Nothing contained in this section on rights in data will imply a license to the County or Federal Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the County or Federal Government under any patent.

(g) **Application on Materials Incorporated into Project.** The requirements of Subsections 2, 3, and 4 of this Section do not apply to material furnished by the County and incorporated into the work.

5. **Records and Audits**

Contractor will deliver or cause to be delivered all documents (including but not limited to all Deliverables and supporting data, records, graphs, charts and notes) prepared by or for the County under the terms of this Agreement to the County promptly in accordance with the time limits prescribed in this Contract, and if no time limit is specified, then upon reasonable demand therefor or upon termination or completion of the Services hereunder. In the event of the failure by the Contractor to make such delivery, then and in that event, the Contractor will pay to County reasonable damages the County may sustain by reason thereof.

The County and the Federal Government will have the right to audit all payments made to the Contractor under this Agreement. Any payments to the Contractor which exceed the amount to which the Contractor is entitled under the terms of this Agreement will be subject to set-off.

The Contractor will keep and retain records relating to this Agreement and will make such records available to representatives of the County and the Federal Government, including without limitation the sponsoring federal agency, other participating agencies, and the Comptroller General of the United States, at reasonable times during the performance of this Agreement and for at least five years after termination of this Agreement for purposes of audit, inspection, copying, transcribing and abstracting.

GC-41 FEDERAL CLAUSES (CON'T.)

No provision in this Agreement granting the County or the Federal Government a right of access to records is intended to impair, limit or affect any right of access to such records which the County or the Federal Government would have had in the absence of such provisions.

6. Environmental Requirements

The Contractor recognizes that many Federal and state laws imposing environmental and resource conservation requirements may apply to the Contract. Some, but not all, of the major Federal Laws that may affect the Contract include: the National Environmental Policy Act of 1969, as amended, 42 U.S.C. §§ 4321 et seq.; the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. and scattered sections of 29 U.S.C.; the Clean Water Act, as amended, scattered sections of 33 U.S.C. and 12 U.S.C.; the Resource Conservation and Recovery Act, as amended, 42 U.S.C. §§ 6901 et seq.; and the Comprehensive Environmental Response, Compensation, and Liability Act, as amended, 42 U.S.C. §§ 9601 et seq. The Contractor also recognizes that U.S. EPA, U.S. DOT and other agencies of the Federal Government have issued and are expected in the future to issue regulations, guidelines, standards, orders, directives, or other requirements that may affect the Contract. Thus, the Contractor agrees to adhere to, and impose on its subcontractors, any such Federal requirements as the Federal Government may now or in the future promulgate. Listed below are requirements of particular concern. The Contractor acknowledges that this list does not constitute the Contractor's entire obligation to meet all Federal environmental and resource conservation requirements. The Contractor will include these provisions in all subcontracts.

(a) Environmental Protection. The Contractor agrees to comply with the applicable requirements of the National Environmental Policy Act of 1969, as amended, 42 U.S.C. §§ 4321 et seq. in accordance with Executive Order No. 12898, "Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations," 59 Fed. Reg. 7629, Feb. 16, 1994; U.S. DOT statutory requirements on environmental matters at 49 U.S.C. § 5324(b); Council on Environmental Quality regulations on compliance with the National Environmental Policy Act of 1969, as amended, 40 C.F.R. Part 1500 et seq.; and U.S. DOT regulations, "Environmental Impact and Related Procedures," 23 C.F.R. Part 771 and 49 C.F.R. Part 622.

(b) Air Quality. The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. Specifically, the Contractor agrees to comply with applicable requirements of U.S. EPA regulations, "Conformity to State of Federal Implementation Plans of Transportation Plans, Programs, and Projects Developed, Funded or Approved Under Title 23 U.S.C. or the Federal Transit Act," 40 C.F.R. Part 51, Subpart T; and "Determining Conformity of Federal Actions to State or Federal Implementation Plans," 40 C.F.R. Part 93. The Contractor further agrees to report and require each subcontractor at any tier to report any violation of these requirements resulting from any Contract implementation activity to the County and the appropriate U.S. EPA Regional Office.

GC-41 FEDERAL CLAUSES (CON'T.)

- (c) **Clean Water.** The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. §§ 1251 et seq. The Contractor further agrees to report and require each subcontractor at any tier to report any violation of these requirements resulting from any Contract implementation activity to the County and the appropriate U.S. EPA Regional Office.
- (d) **List of Violating Facilities.** The Contractor agrees that any facility to be used in the performance of the Contract or to benefit from the Contract will not be listed on the U.S. EPA List of Violating Facilities ("List"), and the Contractor will promptly notify the County if the Contractor receives any communication from the U.S. EPA that such a facility is under consideration for inclusion on the List.
- (e) **Preference for Recycled Products.** To the extent practicable and economically feasible and to the extent that it does not reduce or impair the quality of the work, the Contractor agrees to use recycled products in performance of the Contract pursuant to U.S. Environment Protection Agency (U.S. EPA) guidelines at 40 C.F.R. Parts 247-253, which implement section 6002 of the Resource Conservation and Recovery Act, as amended, 42 U.S.C. § 6962.

7. No Exclusionary or Discriminatory Specifications

Apart from inconsistent requirements imposed by Federal statute or regulations, the Contractor agrees that it will comply with the requirements of 49 U.S.C. § 5323(h)(2) by refraining from using any Federal assistance to support subcontracts procured using exclusionary or discriminatory specifications.

8. Cargo Preference - Use of United States Flag Vessels

The Contractor agrees to comply with U.S. Maritime Administration regulations, "Cargo-Preference -- U.S. Flag Vessels," 49 C.F.R. Part 381, and to include the clauses required by those regulations, modified as necessary to identify the affected parties, in each subcontract or subagreement involving equipment, materials, or commodities suitable for transport by ocean vessel.

9. Fly America

Section 14.c of the Master Agreement states that if the contract or subcontracts may involve the international transportation of goods, equipment, or personnel by air, the contract must require Contractors and subcontractors at every tier to use U.S.-flag air carriers, to the extent service by these carriers is available. 49 U.S.C. 40118 and 4 C.F.R. Part 52.

10. No Federal Government Obligations to Third Parties

The Contractor agrees that, absent the Federal Government's express written consent, the Federal Government will not be subject to any obligations or liabilities to any contractor or any other person not a party to the Grant Agreement or Cooperative Agreement between the County and the Federal Government which is a source of funds for this Contract. Notwithstanding any concurrence provided by

GC-41 FEDERAL CLAUSES (CON'T.)

the Federal Government in or approval of any solicitation, agreement, or contract, the Federal Government continues to have no obligations or liabilities to any party, including the Contractor.

11. Allowable Costs

Notwithstanding any compensation provision to the contrary, the Contractor's compensation under this Contract will be limited to those amounts which are allowable and allocable to the Contract in accordance with OMB Circular A-87 and the regulations in 49 C.F.R. Part 18. To the extent that an audit reveals that the Contractor has received payment in excess of such amounts, the County may offset such excess payments against any future payments due to the Contractor and, if no future payments are due or if future payments are less than such excess, the Contractor will promptly refund the amount of the excess payments to the County.

12. Trade Restrictions

Contractor certifies that neither it nor any Subcontractor:

- (a) is owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms published by the Office of the United States Trade Representative (USTR);
- (b) has knowingly entered into any contract or subcontract with a person that is a citizen or national of a foreign country on said list, nor is owned or controlled directly or indirectly by one or more citizens or nationals of a foreign country on said list;
- (c) will procure, subcontract for, or recommend any product that is produced in a foreign country on said list.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no Notice-to-Proceed will be issued to an entity who is unable to certify to the above. If Contractor knowingly procures or subcontracts for the supply of any product or service of a foreign country on said list for use on the project, the USDOT may direct, through the County, cancellation of the Contract at no cost to the Government.

Further, Contractor agrees that it will incorporate this provision for certification without modification in each subcontract. Contractor may rely on the certification of a prospective Subcontractor unless it has knowledge that the certification is erroneous. Contractor will provide immediate written notice to the County if it learns that its certification or that of a Subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. Each Subcontractor must agree to provide written notice to Contractor if at any time it learns that its certification was erroneous by reason of changed circumstances. Nothing contained in the foregoing will be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of the Contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

GC-41 FEDERAL CLAUSES (CON'T.)

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 100

13. Contract Work Hours and Safety Standards Act

If applicable according to their terms, the Contractor agrees to comply and assures compliance with sections 102 and 107 of the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. §§ 327 through 333, and implementing U.S. DOL regulations, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act)," 29 C.F.R. Part 5; and U.S. DOL regulations, "Safety and Health Regulations for Construction," 29 C.F.R. Part 1926. In addition to other requirements that may apply:

(a) In accordance with section of the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. §§ 327 through 332, the Contractor agrees and assures that, for the Contract, the wages of every mechanic and laborer will be computed on the basis of a standard work week of 40 hours, and that each worker will be compensated for work exceeding the standard work week at a rate of not less than 1.5 times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The Contractor agrees that determinations pertaining to these requirements will be made in accordance with applicable U.S. DOL regulations, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act)," 29 C.F.R. Part 5.

(b) In accordance with section 107 of the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. § 333, the contractor agrees and assures that no laborer or mechanic working on a construction contract will be required to work in surroundings or under working conditions that are unsanitary, hazardous, or dangerous to his or her health and safety, as determined in accordance with U.S. DOL regulations, "Safety and Health Regulations for Construction," 29 C.F.R. Part 1926.

14. Veteran's Preference

In the employment of labor (except in executive, administrative, and supervisory positions), preference will be given to Vietnam-era veterans and disabled veterans. However, this preference may be given only where individuals are available and qualified to perform the work to which employment relates.

15. Copyright Ownership

Consultant and the County intend that, to the extent permitted by law, the Deliverables to be produced by Consultant at the County's instance and expense pursuant to this Agreement are conclusively deemed "works made for hire" within the meaning and purview of Section 101 of the United States Copyright Act, 17 U.S.C. §101 et seq. (the "Copyright Act"), and that the County will be the copyright owner of the Deliverables and of all aspects, elements and components of them in which copyright can subsist.

To the extent that any Deliverable does not qualify as a "work made for hire," Consultant irrevocably grants, conveys, bargains, sells, assigns, transfers and delivers to the County, its successors and assigns, all right, title and interest in and to the copyrights and all U.S. and foreign copyright registrations, copyright applications and copyright renewals for them, and other intangible, intellectual property embodied in or pertaining to the Deliverables prepared for the County under this Agreement, free and clear of any liens, claims or other encumbrances, to the fullest extent permitted by law. Consultant will execute all documents and perform all acts that the County may reasonably request in order to assist the County in perfecting its rights in and to the copyrights relating to the Deliverables, at the sole expense of the County. Consultant warrants to County, its successors and assigns, that on the date of transfer Consultant is the lawful owner of good and marketable title in and to the copyrights for the Deliverables and has the legal rights to fully assign them. Consultant further warrants that it has not assigned any copyrights nor granted any licenses, exclusive or nonexclusive, to any other party, and that it is not a party to any other agreements or subject to any other restrictions with respect to the Deliverables. Consultant warrants and represents that the Deliverables are complete and comprehensive, and the Deliverables are a work of original authorship.

16. Accessibility Compliance

If this Agreement involves design for construction, the Consultant warrants that all design documents produced or utilized under this Agreement and all construction or alterations undertaken under this Agreement will comply with all federal, state and local laws and regulations regarding accessibility standards for persons with disabilities or environmentally limited persons including, but not limited to, the following: the Americans with Disabilities Act of 1990, 42 U.S.C. § 12101 et seq. and the Americans with Disabilities Act Accessibility Guidelines for Buildings and Facilities ("ADAAG"); the Architectural Barriers Act, Pub. L. 90-480 (1968), and the Uniform Federal Accessibility Standards ("UFAS"); and the Illinois Environmental Barriers Act, 410 ILCS 25/1 et seq., and all regulations promulgated thereunder, see Illinois Administrative Code, Title 71, Chapter 1, Section 400.110. If the above standards are inconsistent, the Consultant must comply with the standard providing the greatest accessibility. Also, the Consultant must, prior to construction, review the plans and specifications to insure compliance with the above referenced standards. If the Consultant fails to comply with the foregoing standards, the Consultant must perform again, at no expense, all services required to be re-performed as a direct or indirect result of such failure.

GC-41 **FEDERAL CLAUSES (CON'T.)**

17. Visual Rights Act Waiver

The Consultant/Contractor waives any and all rights that may be granted or conferred under Section 106A and Section 113 of the United States Copyright Act, (17 U.S.C. § 101 et seq.) (the "Copyright Act") in any work of visual art that may be provided pursuant to this Agreement,. Also, the Consultant/Contractor represents and warrants that the Consultant/Contractor has obtained a waiver of Section 106A and Section 113 of the Copyright Act as necessary from any employees and subcontractors, if any.

18. Equal Employment Opportunity

All contracts shall contain a provision requiring compliance with E.O. 11246, "Equal Employment Opportunity," as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

19. Copeland "Anti-Kickback" Act (18 U.S.C. 874 and 40 U.S.C. 276c)

All contracts and subgrants in excess of \$2000 for construction or repair awarded by recipients and subrecipients shall include a provision for compliance with the Copeland "Anti-Kickback" Act (18 U.S.C. 874), as supplemented by Department of Labor regulations (29 CFR part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The recipient shall report all suspected or reported violations to the Federal awarding agency.

20. Davis-Bacon Act, as amended (40 U.S.C. 276a to a-7)

When required by Federal program legislation, all construction contracts awarded by the recipients and subrecipients of more than \$2000 shall include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 276a to a-7) and as supplemented by Department of Labor regulations (29 CFR part 5, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction"). Under this Act, contractors shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages not less than once a week. The recipient shall place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation and the award of a contract shall be conditioned upon the acceptance of the wage determination. The recipient shall report all suspected or reported violations to the Federal awarding agency.

GC-41 FEDERAL CLAUSES (CON'T.)

21. Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333)

Where applicable, all contracts awarded by recipients in excess of \$2000 for construction contracts and in excess of \$2500 for other contracts that involve the employment of mechanics or laborers shall include a provision for compliance with Sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), as supplemented by Department of Labor regulations (29 CFR part 5). Under Section 102 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than 1 ½ times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

22. Rights to Inventions Made Under a Contract or Agreement

Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

23. Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), as amended

Contracts and subgrants of amounts in excess of \$100,000 shall contain a provision that requires the recipient to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.). Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

24. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

25. Debarment and Suspension (E.O.s 12549 and 12689)

No contract shall be made to parties listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Nonprocurement Programs in accordance with E.O.s 12549 and 12689, "Debarment and Suspension." This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory or regulatory authority other than E.O. 12549. Contractors with awards that exceed the small purchase threshold shall provide the required certification regarding its exclusion status and that of its principal employees.

END OF SECTION

PART III
SPECIAL CONDITIONS

CONTENTS

SC-01	STANDARD OF PERFORMANCE
SC-02	ADEQUATE STAFFING
SC-03	KEY PERSONNEL
SC-04	SALARIES AND WAGES
SC-05	COMPLIANCE WITH ALL LAWS
SC-06	REPRESENTATIONS AND WARRANTIES
SC-07	COUNTY TITLE AND INTELLECTUAL PROPERTY RIGHTS
SC-08	CONTRACTOR'S INTELLECTUAL PROPERTY AND LICENSE
SC-09	COUNTY DATA
SC-10	DATA SECURITY AND CONFIDENTIALITY
SC-11	SECURITY AND PRIVACY FOR APPLICATION DEVELOPMENT
SC-12	INCIDENT RESPONSE
SC-13	DATA RETENTION AND DISPOSITION
SC-14	TRANSITION OUT AND TRANSFER
SC-15	BUSINESS CONTINUITY AND DISASTER RECOVERY
SC-16	AUDITS AND INVESTIGATIONS
SC-17	OPEN SOURCE AND THIRD PARTY SOFTWARE LICENSING
SC-18	INTELLECTUAL PROPERTY INDEMNIFICATION
SC-19	LIMITATION OF LIABILITY

SC-01 STANDARD OF PERFORMANCE

"Services" means, collectively, the services, duties and responsibilities described in 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.

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

Contractor must assure that all Services that require the exercise of professional skills or judgment are accomplished by professionals qualified and competent in the applicable discipline and appropriately licensed, if required by law. Contractor must 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 must be prepared in a form and content reasonably 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 must perform again, at its own expense, all Services required to be re-performed as a direct or indirect result of that failure. Any review, approval, acceptance or payment for any of the Services by the County does not relieve 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.

SC-02 ADEQUATE STAFFING

Contractor must, upon receiving a fully executed copy of this Agreement, assign and maintain during the term of this Agreement and any extension of it an adequate staff of competent personnel that is fully equipped, licensed as appropriate, available as needed, qualified and assigned to perform the Services. Contractor must include among its staff the Key Personnel and positions as identified below.

SC-03 KEY PERSONNEL

Contractor must not reassign or replace Key Personnel without the written consent of the County, which consent the County will not unreasonably withhold. "Key Personnel" means those job titles and the persons assigned to those positions in accordance with the provisions of this Agreement. 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 must immediately suspend the services of the key person or persons and must replace him or them in accordance with the terms of this Agreement. A list of Key Personnel is found in the applicable Statement of Work related to the Services.

SC-04 SALARIES AND WAGES

Contractor and Subcontractors must pay all salaries and wages due all employees performing Services under this Agreement unconditionally and at least once a month without deduction or rebate on any account, except only for those payroll deductions that are mandatory by law, are permitted under applicable law and regulations, or are at the request and/or consent of the employee. 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 such underpaid amount. 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 Section is solely for the benefit of the County and that it does not grant any third party beneficiary rights.

SC-05 **COMPLIANCE WITH ALL LAWS**

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

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

SC-06 **REPRESENTATIONS AND WARRANTIES**

In connection with signing and carrying out 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 Contractor is legally authorized to execute and perform or cause to be performed this Agreement under the terms and conditions stated in this Agreement;
- iii) warrants that it will not knowingly use the services of any ineligible consultant or Subcontractor for any purpose in the performance of its Services under this Agreement;
- iv) warrants that 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;
- vii) acknowledges that any certification, affidavit or acknowledgment made under oath in connection with this Agreement is made under penalty of perjury and, if false, is also cause for termination under Sections GC-12 of this Agreement;

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

- viii) warrants that the Deliverables shall not contain disabling code planted by Contractor that will activate upon a predetermined date or that can be remotely activated by Contractor without the County's prior written consent;
- ix) warrants that, at all times, it has exercised and will exercise commercially reasonable efforts to assure that computer viruses have not been introduced into the Deliverables while the Deliverables are in Contractor's possession;
- x) warrants that, at all times, it has exercised and will exercise commercially reasonable efforts to exclude unauthorized access by third parties, undisclosed programs, or extraneous code or data that may be reasonably expected to damage County Data or the County's software, systems or operations

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

SC-07 COUNTY TITLE AND INTELLECTUAL PROPERTY RIGHTS

For purposes of this Agreement, "Property" means: (1) confidential, proprietary, and trade secret information; (2) trademarks, trade names, discoveries, inventions processes, methods and improvements, whether or not patentable or subject to copyright protection and whether or not reduced to tangible form or reduced to practice; and (3) works of authorship, wherein such forms of property are required by Contractor to develop, test, and install computer programs (in object and source code form), scripts, data, documentation, the audio, visual and audiovisual content related to the layout and graphic presentation of the computer programs, text, photographs, video, pictures, animation, sound recordings, training materials, images, techniques, methods, algorithms, program images, text visible on the Internet, object code, source code and images, illustrations, graphics, pages, storyboards, writings, drawings, sketches, models, samples, data, other technical or business information, reports, and other works of authorship fixed in any tangible medium.

For purposes of this Agreement, "Third Party IP" means: the Drupal core, Drupal contributed modules, and any other third party software and any IP related to the hosting environment.

All Deliverables created under this Agreement whether made by Contractor, Contractor's subcontractors, Contractor's employees, the County, the County's contractors vendors or employees, or any combination thereof are the property of the County, except for the Contractor IP and Third Party IP embodied in the Deliverable and Contractor irrevocably and unconditionally sells, transfers and assigns to County and its designee(s), the entire right, title, and interest in and to all intellectual property rights that it may now or hereafter possess in said Deliverables, and all derivative works thereof, except for the Contractor IP embodied in the Deliverables. This sale, transfer and assignment shall be effective immediately upon the County's payment to Contractor for the Services that resulted in the creation of each Deliverable and shall include all copyright, patent, trade secret, trademark and other intellectual property rights created by Contractor, Contractor's subcontractors, Contractor's employees, the County, the County's contractors or employees, or any combination thereof in connection with such work (hereinafter the "County IP").

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

Contractor agrees to execute all documents and take all actions that may be reasonably requested by the County to evidence the transfer of ownership of or license to intellectual property rights described in this Section, including providing any code used exclusively to develop such Deliverables for the County and the documentation for such code. Contractor acknowledges that there are currently and that there may be future rights that the County may

otherwise become entitled to with respect to County IP that does not yet exist, as well as new uses, media, means and forms of exploitation, current or future technology yet to be developed, and that Contractor specifically intends the foregoing ownership or rights by the County to include all such now known or unknown uses, media and forms of exploitation.

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

SC-08 CONTRACTOR'S INTELLECTUAL PROPERTY AND LICENSE

Contractor will retain all right, title and interest in and to all Property developed by it, i) that is computer code or software developed by Contractor for the County under this Agreement, ii) solely for clients other than the County, and iii) for internal purposes and not yet delivered to any client, including all copyright, patent, trade secret, trademark and other intellectual property rights created by the Contractor in connection with such work (hereinafter the "Contractor IP"). The County acknowledges that its possession, installation or use of Contractor IP will not transfer to it any title to such property.

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

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

The County shall have no right, title, or interest in any Contractor IP that is rejected or not accepted and paid for by the County.

SC-09 COUNTY DATA

For purposes of this Agreement, "County Data" means all data provided by the County to Contractor, provided by third parties to the Contractor for purposes relating to this Agreement, or otherwise encountered by Contractor for purposes relating to this Agreement, including, without limitation, all data sent to Contractor by the County and/or stored by Contractor on any media relating to the Agreement, including metadata about such data. To the extent there is any uncertainty as to whether any data constitutes County Data, the data in question shall be treated as County Data. Contractor IP is not County Data.

County Data, or any derivatives thereof, provided to Contractor or contained in any Contractor repository shall be and remain the sole and exclusive property of the County. Data created or collected from a third party on behalf of the County by the Contractor as part of this agreement, shall become the property of the County. Contractor is provided a license to County Data hereunder for the sole and exclusive purpose of providing services under this agreement, including a limited non-exclusive, non-transferable license to store, record, transmit, and display County Data only to the extent necessary in the provisioning of the services under this agreement. Except for approved subcontractors, Contractor is prohibited from disclosing County Data to any third party without prior, specific written approval from the County. Contractor shall not use the County Data for any purpose other than that of rendering the

Services under this Agreement, nor sell, assign, lease, dispose of or otherwise exploit County Data. Contractor shall not possess or assert any lien or other right against or to County Data.

All County Data, both in motion and at rest, shall be stored only within the continental United States.

The County has secured all necessary licenses, consents, permissions, waivers, and releases for the use of the data that the County provides, including without limitation, all trademarks, logos, names and likenesses contained therein, without any obligation by Contractor to pay any fees, residuals, guild payments, or other compensation of any kind to any person or entity. The County's use, publication, and display of the data that the County provides on the County's new website will not infringe any copyright, patent, trademark, trade secret, or other proprietary or intellectual property right of any person or entity or constitute a defamation, invasion of privacy or violation of any right of publicity or any other right of any person or entity, including, without limitation, any contractual, statutory, or common law right or any "moral right" or similar right however denominated. The County will comply with all applicable laws, rules, and regulations regarding the data that the County provides.

SC-10 DATA SECURITY AND CONFIDENTIALITY

Contractor shall implement and maintain industry standard measures which are effective at the time of implementation ("Data Security") designed to protect the confidentiality and security of County Data, protect against any anticipated hazards or threats to the integrity or security of such information, and protect against unauthorized access or disclosure of information. County Data shall only be utilized on a need-to-know basis for the purposes of performing Contractor's obligations under this agreement; the parties acknowledge that certain County Data is intended for display on the County's publicly facing website. The confidentiality obligations set forth in this agreement shall survive the duration of this agreement and continue indefinitely.

Contractor agrees, upon request, to furnish to the County with a description of its Data Security and the steps Contractor has taken to prevent unauthorized access to, use of or disclosure of County Data. Contractor agrees to allow representatives of the County access to Contractor's premises where County Data is kept for the purpose of inspective security (physical and electronic) arrangements.

Contractor's Data Security shall use a widely accepted assurance framework (e.g., ISO, NIST), for IT governance and security controls. Contractor shall regularly, and no less than annually, test and update its Data Security; and shall tender the results of any such tests to the County upon County's reasonable request.

SC-11 SECURITY AND PRIVACY FOR APPLICATION DEVELOPMENT

Contractor shall tender the Deliverables according to industry standard practices in place at the time such Deliverables are tendered and in a manner that reasonably protects the security, confidentiality and privacy of County Data and any individuals who may be considered data subjects as to the County, Deliverables, or County Data. At a minimum, Contractor shall tender the Deliverables in conformance with OWASP Secure Coding Principles.

Application Security will depend, in part, on the use of Cook County's pre-existing Microsoft Active Directory system for the management of user accounts and privileges. Cook County is responsible for the administration of this system. Cook County shall be responsible for the protection of data as it enters and leaves the application server. This includes but is not limited to the decision on whether or not to encrypt, the choice of transport protocol, and the security of the network. Cook County through its role as Database Administrator and Server OS Administrator shall be responsible for protection of the data at rest. This includes but is not limited to the selection and configuration of file encryption mechanisms, server security configurations, and the diligent deployment of Windows security patches issued by Microsoft.

Cook County is responsible for the security and administration of all County systems that Contractor either integrates with or links to via the new County website; provided that such responsibility shall not limit any liability of Contractor where Contractor's acts or omissions give rise to a Data Breach.

SC-12 INCIDENT RESPONSE

Contractor shall create and implement an incident response plan ("Incident Response Plan") addressing a third party's unauthorized access to County Data that consists of personally identifiable information, non-public information, or confidential information of the County ("Data Breach"). The Incident Response Plan shall, at a minimum: (a) meet all legal requirements and applicable industry-standard practices; (b) require that Contractor immediately notify the County where it has reason to know that a Data Breach may have occurred; (c) require annual testing and preparedness exercises; and (d) specify that Contractor shall investigate, respond to, and mitigate Data Breaches, but shall coordinate such response and mitigation with the County. The Incident Response Plan shall be subject to the County's approval, which shall not be unreasonably withheld. Contractor shall provide a copy of the Incident Response Plan to the County upon execution of the Agreement.

SC-13 DATA RETENTION AND DISPOSITION

Contractor shall retain County Data in compliance with laws pertaining to the County, including but not limited to the Local Records Act and the rules promulgated thereunder. Contractor will perform backups of County Data and retain such backups of County Data stored in the website CMS in accordance with the SOW. Under no circumstances may Contractor delete or dispose of County Data without County's prior, express, written approval. Under no circumstances, and regardless of any breach of this contract by any party, shall Contractor prevent, or fail to allow, the County's access to County Data or the County's retrieval of County Data. All County Data must be stored only on computer systems located in the continental United States.

Upon termination of this Agreement or upon County's prior, express, written instruction, Contractor shall erase, destroy, and render unreadable County Data in its possession in accordance with this section. Rendering County Data unreadable must prevent 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. Additionally, where the County approves disposal of County Data, the Contractor agrees that prior to disposal or reuse, all magnetic media that 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. All other materials which contain County Data shall be physically destroyed and shredded in accordance to NIST Special Publication 800-88.

SC-14 TRANSITION OUT AND TRANSFER

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 County Data as the County reasonably directs. In all cases, Contractor shall provide reasonable assistance to County in accessing and retrieving its County Data.

Contractor agrees that upon termination of this Agreement, and at no additional cost, it shall return all County Data to the County in a useable, non-proprietary, encrypted electronic form. Contractor shall also tender to County, at no additional cost, any existing data dictionaries and maps, so that all County Data can be readily located, searched, extracted, and exported in whole or in part by County personnel as County deems appropriate, with or without the use of tools provided by Contractor.

Also upon termination of the Agreement and at the maintenance and support hourly rates contained in the SOW, Contractor shall transfer knowledge to the County as reasonably necessary for the County to operate and support the Deliverables. Such knowledge transfer may include the Contractor's training of County personnel and providing up-to-date, accurate and reasonably detailed Documentation.

SC-15 BUSINESS CONTINUITY AND DISASTER RECOVERY

Contractor shall maintain a business continuity and disaster recovery plan for the hosting environment, including widely accepted disaster avoidance procedures, designed to safeguard County Data for all facilities hosting County Data ("BCDR Plan"). Contractor's BCDR Plan, including all updates to the BCDR Plan, shall be subject to County's reasonable approval. Contractor or its subcontractors shall regularly review, test and update its BCDR Plan using industry standards as guidance.

SC-16 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, Incident Response Plan, and BCDR Plan; 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 policies, systems, processes, controls, workflows and dataflows relating to Contractor's Data Security, Incident Response Plan, or BCDR Plan as defined above.

SC-17 OPEN SOURCE AND THIRD PARTY SOFTWARE LICENSING

Drupal and all contributed files hosted on Drupal.org are licensed under the GNU General Public License, version 2 or later, including the Drupal core and any contributed modules used by Contractor to provide the Services. GPL v2.0 terms and conditions are hereby incorporated into this Agreement by this reference (<http://www.gnu.org/licenses/old-licenses/gpl-2.0.html>). All right, title, and interest to any and all other Contractor software or third-party software used to provide the Services shall respectively remain with Contractor or the third-party provider of such software. Clarity shall ensure that the County has adequate rights to Third Party IP, including Drupal software, as may be required by this Agreement.

SC-18 INTELLECTUAL PROPERTY INDEMNIFICATION

The indemnification rights and obligation under GC-05 of this Agreement shall specifically include the following, not to the exclusion of any other rights or obligations under such section: Contractor will indemnify and hold the County harmless from and against any and all claims, losses, liability, damages, costs, and expenses (including attorney's fees, expert witness fees, and court costs) directly or indirectly arising from or related to any actual or alleged infringement (including contributory infringement), misappropriation, or violation of any third party's patents, copyrights, trade secret rights, trademarks, or other intellectual property or proprietary rights of any nature in any jurisdiction in the world, resulting from the use of the Deliverables by County, regardless of whether such Deliverables are County IP, Contractor IP or Third Party IP. If the County's continued use of the Deliverables is restricted or prohibited as a result of any such infringement, misappropriation, or violation of third party rights, Contractor shall, at the Clarity's option and at no charge to the County, and in addition to the County's other rights and remedies, (a) secure for the County the right to continue using the Deliverables as allowed under this Agreement, (b) modify or replace the infringing components of the Deliverables so that they are non-infringing with no loss or degradation of features, functionality, or performance, or if neither a or b is feasible, then refund to County all amounts paid by County for the affected Deliverables.

SC-19 LIMITATION OF LIABILITY

EXCEPT AS OTHERWISE EXPRESSLY PROVIDED HEREIN, IN NO EVENT (a) SHALL EITHER PARTY BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES (EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES); NOR (b) SHALL EITHER PARTY BE LIABLE FOR CONSEQUENTIAL DAMAGES (EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), EXCEPT IN THE CASE OF A DATA BREACH, NOR (c) SHALL EITHER PARTY BE LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY, OR OTHER LEGAL OR EQUITABLE THEORY FOR ANY AMOUNTS IN EXCESS OF \$1,245,279.00. THE EXCLUSIONS AND LIMITATIONS OF THIS SECTION DO NOT APPLY TO ANY BREACH BY EITHER PARTY OF ITS OBLIGATIONS HEREUNDER REGARDING CONFIDENTIALITY, INDEMNITY, OR LIABILITY ARISING FOR BODILY INJURY OF A PERSON, GROSS NEGLIGENCE, OR WILFULL MISCONDUCT.

EXHIBIT 1

STATEMENT OF WORK AND PRICING



PREPARED FOR

Cook County
Government



Table of Contents

Table of Contents	42
1.....Introduction	43
1.1. Overview	43
1.2. Business Goals and Objectives.....	44
2.....Project Assumptions	45
3.....System Solution	47
3.1. Solution Overview	47
3.2. Software Capabilities	50
3.3. Hardware Environment.....	54
3.4. 3 rd Party Tools and Integrations.....	54
3.5. Data and Content Migration	56
3.6. Hosting	58
3.7. Backup and Recovery	60
3.8. System Security.....	62
3.9. Data Security and Compliance	64
3.10. Development and Configuration Practices	65
4.....Project Management - Governance	66
4.1. Progress Reporting and Communication	66
4.2. Deliverable Acceptance Process	67
4.3. Scope Change Management	67
4.4. Project Decision Team	67
4.5. Deliverables - Project Management Governance.....	68
5.....Organizational Change Management	68
5.1. Deliverables - Organizational Change Management	69
6.....Project Implementation Methodology	69
6.1. Overview	69
6.2. Plan, Discover, & Define.....	72
6.3. Design and Concept	74
6.4. Develop, Integrate, and Test.....	76
6.5. Knowledge Transfer, Training, Transition (Cutover).....	81
6.6. Support and Maintenance	83
6.7. Contract Performance Review and Acceptance	90
7.....Key Personnel	97
7.1. Partners.....	97
7.2. Team Chart.....	97
7.3. Clarity Team Roles and Responsibilities	98
7.4. County Team Roles and Responsibilities	99
8.....Pricing	101
8.1. Summary	101
8.2. Support and Maintenance Pricing Details	101
8.3. Hosting Pricing Details	101
8.4. Software Pricing Details.....	104
8.5. Professional Services Pricing Details.....	104

8.6.	Payment Schedule.....	105
9.....	Exhibits.....	110
9.1.	System Requirements Matrix	110
9.2.	Deliverable Acceptance Form	119
9.3.	Risks and Issues Log	121
9.4.	Risk Response Plan.....	121
9.5.	Project Progress Report	123
9.6.	Project Lessons Learned Document.....	123
9.7.	Wireframe Example	126
9.8.	Website User Interface Guide Example.....	127
9.9.	Responsive Design Grid Adaptations Example	128
9.10.	Sliding Carousel Example	129

Introduction

Overview

This Statement of Work (“SOW”) defines the redesign and implementation services, solution software, hosting platform, and other related service requirements for the Cook County Government (“County”) Website Implementation, Branding, and Governance project (the “Project”), originally RFP 1390-13069, in accordance with the proposal submitted on January 15, 2014 by Clarity Partners, LLC (“Clarity”) (the “Clarity team”). The project calls for the redesign and implementation of the websites for the Cook County Government, Cook County Offices Under the President (“OUTP”), and Cook County Board of Review (“BOR”).

The existing County domains shall be combined into one (1) domain for the OUP; the BOR shall remain its own website.

Implementation services under this contract shall be fixed fee; Contractor shall bear all costs and responsibility for ensuring that implementation services are tendered to the County at this fixed fee.

Hosting fees are estimated amounts. They may increase or decrease based on the County's annual consumption and Amazon annual fee changes.

Clarity shall invoice for hosting support and maintenance at 35% of the hosting fees. Other support and maintenance services shall be invoiced only if consumed and at the negotiated hourly rate.

This term of this contract shall be five (5) years with two (2) 2-year extension options. The total amount ("Contract Ceiling") for the five (5) year contract is \$1,245,279.33. Clarity may not invoice the County in excess of the Contract Ceiling without an amendment to this Agreement pursuant to GC-16.

This SOW shall be conducted pursuant to the Contract's General Conditions entered into between Clarity Partners, LLC and Cook County Government (the "Agreement"), with an Effective Date of October 01, 2014. All defined terms in the SOW, which are not specifically defined herein, remain as defined in the Agreement.

Business Goals and Objectives

Through this contract, the County wishes to implement two websites and related Governance. The websites shall be built around Drupal, an industry leading open source Content Management System ("CMS"). The Clarity team shall develop the County websites around a unified content strategy across all agreed upon online communication channels, providing tracking statistics, governance, and branding consistency. While building the main *Offices Under-the-President* website, the Clarity team shall assist the County in branding a "family" of agency websites with an overall familiar look and feel. This "family" of agency websites shall be built by leveraging one common platform, design and navigation structure, and CSS to deliver a cohesive look and feel to the OUP and BOR sites while maintaining uniqueness to each site via site-specific content and graphical elements, and other minor cosmetic adjustments. The first member of said "family" in scope under this contract shall be the Board of Review website. At the completion of the project, the Clarity team shall empower the County with the ability to apply this branding to future agency websites.

The Clarity team shall redesign and implement two (2) new websites on a single platform for the OUP and the BOR, and a Website Use Governance and Branding package that shall meet the following business goals and objectives:

1. Define an effective website communications and service delivery strategy;
2. Define website communications and service delivery governance;
3. Improve service delivery;
4. Communicate services effectively;
5. Increase website use by Cook County residents and other external users (community);
6. Implement innovative ideas to leverage existing paper forms and content;
7. Implement innovative ideas to gradually reduce physical mailing costs;
8. Protect private information;
9. Increase two-way communication with the community;
10. Apply all applicable data security standards.

Project Assumptions

General

- The County shall provide appropriate workspace, network and printer access, phone access, and other reasonable accommodations when Clarity team resources work on site.
- The County shall assign an employee to serve as its internal project manager. This person shall serve as the Clarity team's main point of contact throughout the project and will work with the Clarity team to align County resources and resolve issues in order to maintain the project schedule.
- Appropriate County user representative resources shall be identified and scheduled for relevant work activities by the County project manager prior to or coincident with the requisite task necessary to complete all items as outlined in the negotiated project plan. County personnel will be available for quick turnaround on information requests, meetings, and other reasonable needs of the Clarity team to accomplish the project goals in an efficient and effective manner.
- Participation by County technical and functional experts and users are required to ensure that proposed solutions meet the needs of the County. The participants should represent County business process and workflow experts that are able to contribute to the refinement of the solution analysis, requirements, and design.
- Relevant County personnel involved in this project shall be available for all reviews and approvals as required for completion of this project on agreed upon review dates. The County shall provide the Clarity team with written deliverable approval, or acceptance variances, within the timeframe outlined for each task.
- Appropriate County personnel will be available for regular status meetings.
- The actual project delivery dates shall be mutually determined by Clarity and the County, and take into account the actual project start-date.

Delivery and Scope

- The Clarity team shall provide the outline of all key documents (deliverables) for review and approval by the County prior to developing any of these documents.
- Any service or deliverable not described in this SOW shall be considered out of scope.
- The County shall provide all documentation of existing requirements, designs, and constraints at the start of the project.
- This SOW assumes theming and development for the new sites will be on the Drupal 7 platform or the newest stable Drupal release available.
- This SOW assumes any relevant website analytics analysis to be based on the prior six (6) months' worth of data; this SOW assumes full access to any and all relevant website analytics data.
- The County is responsible for providing all drafts of written website content to Clarity in .DOC, .TXT, or .RTF format.
- The Clarity team is not responsible for photography and videography for the County sites.
- The County is responsible for providing all media (e.g., photo, video, logos, etc.) content to be published on the websites in a standard web-ready format.
- This SOW assumes one (1) project with a maximum of two (2) themes - one (1) for the BOR and one (1) for OUTP with a shared common base theme. For the purpose of this document, "common base theme" shall be defined as sharing brand assets defined in the County Website User Interface Guide (e.g. color palette, typography, button format, field format). See Exhibit 9.8 for an example Website User Interface Guide.

Browser support is assumed to include only the following common browsers: Chrome, Firefox, Safari, and Internet Explorer ("IE"). Supported versions of the listed browsers are limited to the newest stable version published at the time of the project start-date and the version immediately prior; IE browsers are supported as indicated, although not in downgraded compliance modes.

This SOW assumes three (3) responsive design adaptations: small grid, medium grid, and large grid. The Responsive Design requirement shall accommodate all display sizes; this SOW assumes no additional mobile-specific functionality. Please see the Exhibits Section for an example of Responsive Design Grid Adaptations.

Website/page viewing is assumed to occur using a default zoom level of 100% for the device/browser the site is loaded on.

This SOW assumes mobile theme design will be derivative of desktop design based on wireframes. This is applicable to design and development of the small grid/mobile theme (menu systems, etc.) whereas 2.1.2.12 covers display of themes.

This SOW assumes mobile support through responsive design.

This SOW assumes that designing for responsiveness shall occur simultaneously with the design of the desktop version of the sites.

This SOW assumes mobile support is for the front-end of the site only, not the administrative tools or any back-end functionality.

A maximum of two (2) interactions (e.g., sliding carousel, video tour page, etc.) requiring custom JavaScript within the theming shall be included. Please see Exhibit 9.10 for an example of a sliding carousel.

This SOW assumes user interaction approaches shall be approved prior to full theming.

This SOW assumes theming shall support 508 compliance through standard provided CMS fields (title, alt tag, etc.), as well as skip navigation and font size changing. Continued adherence to 508 compliance after implementation (i.e. deployment to production) is dependent on the County. It is the County's responsibility to enforce 508 Compliance after go-live since compliance requires continuous monitoring and validation with section508.gov which continuously updates 508 compliance guidelines. Note that changes made by the Clarity team under support and maintenance shall as much as possible accommodate adherence to Section508.gov.

This SOW assumes there is no URL re-mapping from the existing site URLs to the new site URLs included within this scope. The existing sites URLs shall be taken offline when the new sites URLs move to production. Old page URLs shall not link to new page URLs, with the exception of site level domain forwarding and existing external sites (i.e. defined as "vanity URLs").

This SOW assumes that customizations not specifically listed within this document are out of scope. The sites shall use existing Drupal modules that offer the most robust solutions and most closely fit the determined requirements, but may not encompass all features listed.

This SOW assumes any internal or external integrations that are not specifically listed within this document are out of scope. All other 3rd-party integration beyond those listed are assumed to be links to external sites and/or are provided by the County users in the Drupal solution using embedded code (e.g. YouTube videos, County Google Calendars, data center searches, maps, etc.).

This SOW assumes the use of Acquia search throughout the sites. This SOW includes only module installation to connect to Apachesolr on Acquia.

This SOW assumes that, outside of AWS and Acquia Pro Plus, no additional 3rd party subscription fees or licensing fees have been included.

- This SOW assumes the Clarity team shall not provide language translation services (i.e. provide manual human translation for pages). The County is responsible for language validation and modifications to Google Translate's automated, and typically literal, page translations as deemed necessary by the County.
- This SOW assumes one (1) centralized development environment which all relevant team members can access and update as needed in accordance with mutually agreed-upon configuration/customization procedures.
- This SOW assumes that all project team members who configure, develop and promote code shall do so according to mutually agreed-upon Source Code Management ("SCM") guidelines. If additional effort is required to repair or maintain code because non-Clarity parties violated those processes and procedures, the project timeline, scope, and costs will likely be affected.
- This SOW does not include technical services to support configuration of and deployment to non-Clarity, non-Acquia hosting environments; these services are available on a time and materials basis.

System Solution

Solution Overview

The Clarity team shall install and configure Drupal version 7.x or the newest stable version available. Drupal is an open-source application framework under the GNU General Public License. A core set of functionality shall be installed and extended by the Clarity team through configuration of a system of modules. Drupal modules fall into two groups: core modules and contributed modules. Core modules shall include the minimal code needed to start the software and contributed modules shall provide additional functionality beyond the base installation. Details of the Drupal functionality that shall be delivered to the County are outlined in the sections below and in Exhibit 9.1 (System Requirements Matrix). The Clarity team shall configure Drupal to provide web services, collect user data, organize content by user interest, provide user authentication, and interact with other third party platforms utilized by the Offices Under-the-President and Board of Review as defined in this SOW.

Drupal currently offers approximately 23,000 modules, and most are available for download at drupal.org. Drupal is an open source project, thus almost all modules are available without licensing fees. Core modules include the minimal code needed to start the software. The Clarity project team has proposed a list of recommended modules but shall select the final list of modules needed after careful review with the County during the initial phase of the project, evaluating each module for feature-fit, efficiency, and appropriateness. If any modules not listed in this SOW, which represent new functionality, are deemed necessary to implement by the County, the project team shall follow the Change Request process outlined in the Scope Change Management section of this SOW.

Technical Architecture

The Clarity team shall install the Drupal platform on a UNIX server with Apache, MySQL, and PHP (LAMP). Server configuration options can vary greatly, depending on server load, authenticated/unauthenticated user ratio, caching requirements, load balancing, image serving, CDN, etc. The Clarity team shall work with the County to determine the best configuration options during the Plan, Discover, and Define phase of the project and configure the options approved by the County. The Clarity team shall update the system architecture diagram depicted below as needed to better reflect the County's final solution.

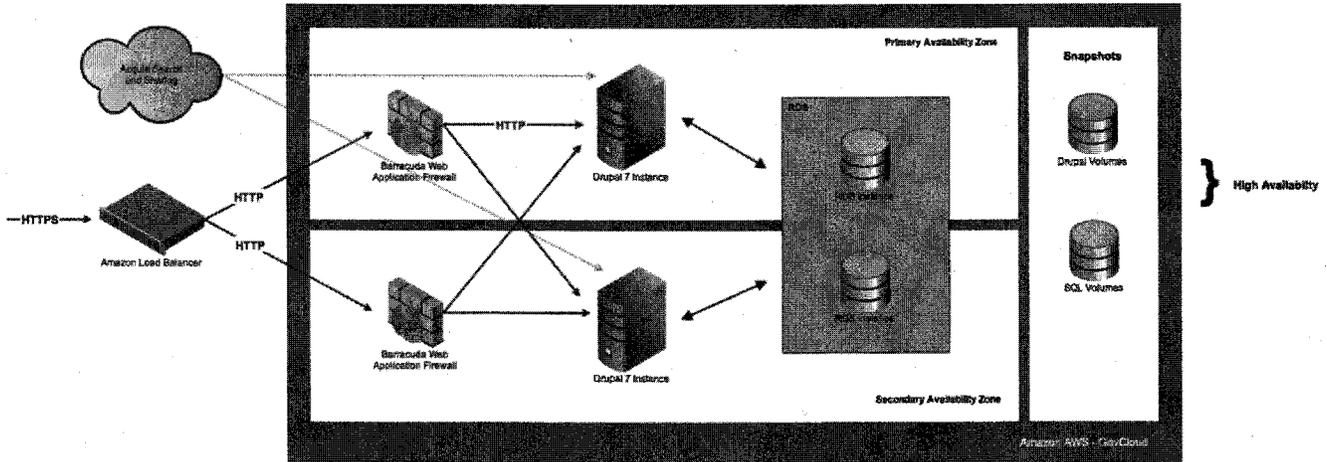


Figure Error! No text of specified style in document.-1: System Architecture Diagram

Based on the updated diagram, the Clarity team shall work with the County to determine if the following typical Drupal configuration (in scope) is appropriate for the County solution:

1. **Technology platform:** Drupal 7.x or newest stable version
2. **Number of environments:** Four (Development, Staging, QA, and Production)
3. **Minimum requirements for front and backend applications:**
 - a. Ubuntu Linux
 - b. PHP 5.3.x
 - i. PHP modules / libraries:
 1. php5-gd
 2. php-pear
 3. php5-dev
 4. php5-curl build-essential
 5. php5-mysql
 - c. Apache 2.2.x
 - i. Apache modules / libraries:
 1. apache2-prefork-dev
 2. apache2-mpm-prefork
 3. apache2-utils
 4. apache2.2-bin
 5. apache2.2-common
 6. libapache2-mod-php5
 7. libapr1
 8. libaprutil1
 9. libaprutil1-dbd-sqlite3
 10. libaprutil1-ldap
 11. libdbd-mysql-perl
 12. libdbi-perl
 13. libhtml-template-perl
 14. libmysqlclient16
 15. libnet-daemon-perl
 16. liblprpc-perl
 17. libwrap0

d. MySQL 5.0.15 or higher with PD

Software Capabilities

As part of this project, the Clarity expert website design and development team shall begin with a suite of proven modules to develop the County websites. The list of modules below describe Drupal-capable functionality in many areas including security, user and permissions management, search capabilities, data reporting, content workflow and user interfaces. The Clarity team shall work with the County in the final selection and configuration of modules that align with the strategies defined during the project and the service delivery objectives of the County. Specific configuration requirements for each module shall be determined during the Plan, Discover, and Define phase of the project. The Clarity team shall coordinate the selection of modules with the County’s designated staff and shall perform all configuration work thereafter. If any modules not listed in this SOW, which represent new functionality are deemed necessary to implement by the County, the project team shall follow the process outlined in the Scope Change Management section of this SOW.

The table below describes the core modules and the initial list of additional modules.

Software Module	Functionality Description																																																																																							
<p>1. Drupal Core</p>	<p>The core install shall include the following list of modules that shall be configured to provide a starting point to build the County sites. These core modules are regularly updated for security and performance improvements, and as such, no customizations shall be made to these files.</p> <table border="0" data-bbox="565 919 1377 1682"> <tr> <td>access</td> <td>field_group</td> <td>redirect</td> </tr> <tr> <td>addressfield</td> <td>Genpass</td> <td>robotstxt</td> </tr> <tr> <td>addthis</td> <td>Globalredirect</td> <td>rules</td> </tr> <tr> <td>admin_menu</td> <td>google_analytics</td> <td>scheduler</td> </tr> <tr> <td>admin_views</td> <td>google_analytics_reports</td> <td>scheduler_workbench</td> </tr> <tr> <td>ais</td> <td>Imce</td> <td>search404</td> </tr> <tr> <td>backup_migrate</td> <td>jquery_update</td> <td>search_krumo</td> </tr> <tr> <td>beautytips</td> <td>Lbdev</td> <td>seckit</td> </tr> <tr> <td>better_formats</td> <td>Libraries</td> <td>security_review</td> </tr> <tr> <td>boost</td> <td>Link</td> <td>seo_checklist</td> </tr> <tr> <td>bundle_copy</td> <td>linkchecker</td> <td>simplify</td> </tr> <tr> <td>calendar</td> <td>linkit</td> <td>site_map</td> </tr> <tr> <td>checklistapi</td> <td>linkit_views</td> <td>site_verify</td> </tr> <tr> <td>ckeditor</td> <td>logging_alerts</td> <td>strongarm</td> </tr> <tr> <td>ckeditor_media</td> <td>media</td> <td>terms_of_use</td> </tr> <tr> <td>context</td> <td>menu_attributes</td> <td>token</td> </tr> <tr> <td>ctools</td> <td>menu_block</td> <td>transliteration</td> </tr> <tr> <td>customerror</td> <td>metatag</td> <td>video_embed_field</td> </tr> <tr> <td>date</td> <td>migrate</td> <td>views</td> </tr> <tr> <td>devel</td> <td>module_filter</td> <td>views_bulk_operations</td> </tr> <tr> <td>edit</td> <td>mollom</td> <td>webform</td> </tr> <tr> <td>elements</td> <td>navigation404</td> <td>workbench</td> </tr> <tr> <td>email</td> <td>node_clone</td> <td>workbench_access</td> </tr> <tr> <td>entity</td> <td>nodequeue</td> <td>workbench_files</td> </tr> <tr> <td>entityreference</td> <td>oauth</td> <td>workbench_media</td> </tr> <tr> <td>extlink</td> <td>page_title</td> <td>workbench_moderation</td> </tr> <tr> <td>features</td> <td>pathauto</td> <td>xmlsitemap</td> </tr> <tr> <td>ff</td> <td>pathologic</td> <td></td> </tr> <tr> <td>field_collection</td> <td>profiler_builder</td> <td></td> </tr> </table>	access	field_group	redirect	addressfield	Genpass	robotstxt	addthis	Globalredirect	rules	admin_menu	google_analytics	scheduler	admin_views	google_analytics_reports	scheduler_workbench	ais	Imce	search404	backup_migrate	jquery_update	search_krumo	beautytips	Lbdev	seckit	better_formats	Libraries	security_review	boost	Link	seo_checklist	bundle_copy	linkchecker	simplify	calendar	linkit	site_map	checklistapi	linkit_views	site_verify	ckeditor	logging_alerts	strongarm	ckeditor_media	media	terms_of_use	context	menu_attributes	token	ctools	menu_block	transliteration	customerror	metatag	video_embed_field	date	migrate	views	devel	module_filter	views_bulk_operations	edit	mollom	webform	elements	navigation404	workbench	email	node_clone	workbench_access	entity	nodequeue	workbench_files	entityreference	oauth	workbench_media	extlink	page_title	workbench_moderation	features	pathauto	xmlsitemap	ff	pathologic		field_collection	profiler_builder	
access	field_group	redirect																																																																																						
addressfield	Genpass	robotstxt																																																																																						
addthis	Globalredirect	rules																																																																																						
admin_menu	google_analytics	scheduler																																																																																						
admin_views	google_analytics_reports	scheduler_workbench																																																																																						
ais	Imce	search404																																																																																						
backup_migrate	jquery_update	search_krumo																																																																																						
beautytips	Lbdev	seckit																																																																																						
better_formats	Libraries	security_review																																																																																						
boost	Link	seo_checklist																																																																																						
bundle_copy	linkchecker	simplify																																																																																						
calendar	linkit	site_map																																																																																						
checklistapi	linkit_views	site_verify																																																																																						
ckeditor	logging_alerts	strongarm																																																																																						
ckeditor_media	media	terms_of_use																																																																																						
context	menu_attributes	token																																																																																						
ctools	menu_block	transliteration																																																																																						
customerror	metatag	video_embed_field																																																																																						
date	migrate	views																																																																																						
devel	module_filter	views_bulk_operations																																																																																						
edit	mollom	webform																																																																																						
elements	navigation404	workbench																																																																																						
email	node_clone	workbench_access																																																																																						
entity	nodequeue	workbench_files																																																																																						
entityreference	oauth	workbench_media																																																																																						
extlink	page_title	workbench_moderation																																																																																						
features	pathauto	xmlsitemap																																																																																						
ff	pathologic																																																																																							
field_collection	profiler_builder																																																																																							
<p>2. Users, Roles and Permissions</p>	<p>This system shall be divided into two parts: Users and Roles. Drupal’s user management system shall allow an unlimited number of user roles, where functional granularity shall be defined at either the functional or content level. When Drupal is first installed, the system shall create three default user roles: A single super-user with privileges to manage every aspect of the site, an Authenticated User, and an</p>																																																																																							

Software Module	Functionality Description
	<p>Unauthenticated user. Permissions for these basic roles are controlled for each module installed in the system. Additional roles shall be added and their permissions shall be managed through user roles (e.g. user roles might include "writer", "editor", "section administrator", or even "customer service administrator"). There shall be no limit to the number of roles that can be created by the County, or the number of users assigned to any of these roles. The Clarity team shall define a project's Data Governance strategy to guide the County into understanding the appropriate types of users, roles and permissions to setup within Drupal to meet the County's needs around communications and service delivery to the public.</p>
<p>3. Administrative Dashboard (Workbench)</p>	<p>Ability for the system to generate executive-type dashboards to view key metrics utilizing the Workbench module. Clarity's architects and user experience ("UX") team shall work with the County's content Subject Matter Experts ("SME") to review site workflow and user interaction points, developing interfaces. Clarity shall provide a streamlined interface for managing content across multiple site sections. Workbench shall provide a system that organizes content based on draft state, user role and site section, allowing administrators to create specialized editorial groups who can manage content across different sections of the web site. The Clarity team shall configure the system to provide media management, user content access control, and a streamlined content interface. Workbench shall also provide a simplified content audit trail that lets users track and notate their own content, following it throughout the publication process. With this system, County administrators shall be able to easily manage content across all areas through a common, unified system.</p> <p>Content displayed within the dashboard shall be displayed specifically for each administrator sorted by their permission level and task (e.g. drafts, needs review, etc.). It shall also coordinate content by task showing where any content resides in the workflow model. Using this system, site contributors shall be able to see the state of any of their own content (e.g. draft state, revision state, publication status, etc.). Meanwhile, higher-level editors shall be provided with an overview of all recent content or content that needs review before publication. From a single screen, admins shall be able to manage all site content, publish or remove content -- including images and files -- and interact with other contributors via email.</p> <p>Clarity's expert Content Strategist shall work closely with the County's SMEs when developing the Data Governance Strategy, which shall guide the Clarity team in how to setup the Drupal Workbench module.</p>
<p>4. Standard Metrics Reporting (Google Analytics Reports, Google Analytics Referrer, Tracker)</p>	<p>Traffic Analysis: Sites shall be monitored through Google Analytics and this service shall be extended with Google Analytics Reports, a Drupal module that shall provide snapshot details on site activity from within the standard administration interface. These reports shall include Total Visits, Unique Visits, Time on Site, Bounce Rate, and more. This capability shall be extended with Drupal's Google Analytics Referrer module, which shall gather Referrer information without causing additional server load.</p> <p>Visitor Analytics and Reports: Shall include automated insertion of Google Analytics tracking code configured to collect information logging user interactions with the site. This system shall be configured with canonical URLs to provide accurate measurements and shall be extended to include additional in-site custom reports. Additional reports shall be configured through the Google Reports API module,</p>

Software Module	Functionality Description
	<p>allowing in-site access to any available API data.</p> <p>User/Content Reporting: Shall include the Tracker module that provides detailed information about authenticated user activity and content changes and maintains logs on a per-user basis for pages access and any contributions made to content or comments.</p>
5. Website Survey, Drupal Webform	<p>Drupal's Webform module allows administrators to create forms for user data collection and offers the ability to create multi-step forms with unlimited fields. This also includes the ability to store responses at the database level. These results shall be available to review through Drupal's administrative interface and can be downloaded in traditional spreadsheet formats (e.g. Excel, CSV). The Clarity team shall configure one (1) initial survey for OUP prior to deployment. The County CMS administrators shall receive sufficient training to independently add, edit, or delete additional surveys for either OUP or BOT.</p>
6. Events Log (Watchdog)	<p>By Default, Drupal logs system event and error messages either to the database or to the system logs. Due to potential high-traffic surges, the Clarity team shall configure this instance to log events through the server's logging system. Virtually any Drupal-related event including user authentication and content management shall be recorded through this system.</p>
7. MetaTag and XML Sitemap	<p>Search Engine Optimization ("SEO"), part of the core modules, shall be achieved through a variety of techniques encompassing all aspects of content presentation, from content organization, to content entry and display -- and true SEO techniques are an ongoing set of best practices. A few notable features shall be enabled in this site to encourage content sharing and frequent spidering by search engine robots. The most important of these options shall be the MetaTag module, which shall provide automated functionality for defining MetaTag patterns for all content within the site. These shall include the most common meta-tag requests including all Dublin core tags, Abstract, Author, Canonical URL, Page title, Author, and Description. MetaTag shall provide administrative settings at both the node and content-type areas, allowing fine-grained tuning of individual pages. XML Sitemap shall provide automated generation of crawler-specific sitemaps. These maps shall be generated on regular cron runs and shall be submitted to major search engines by the system. Administrators shall have the ability to control page weighting and page update intervals.</p>
8. Views (for Calendar and Events)	<p>Included as a core module, Views shall be used for organization or filtering of "views". An example of how it shall be used includes the following: A detailed calendar of events whose display can be altered based on site section and page requirements. The Calendar shall be a fully searchable, and shall have the ability to include a flexible structure to accommodate additional information, including locations, attachments, deadline fields, etc. It shall include the creation of an 'Event' content type, which shall be based on the standard system of Drupal content entry. Clarity shall configure additional fields including event start and end date, location, repeating dates, attachments, tags and any additional field decided during the initial phase of this project. Content shall be fully searchable, and content entry shall be regulated identically to the base user/role/permission structure already developed within the site. Content display shall be managed through Drupal's Views Module, allowing for calendar content to be displayed in blocks or grids, and filtered by site section.</p>
9. CKEditor (WYSIWYG)	<p>Included as a core module. CKEditor shall be customized to provide a rich set of</p>

Software Module	Functionality Description
editor)	WYSIWYG content administration tools. Clarity shall provide custom tools that link images, videos and documents to a central media library. Configuration shall allow admins to position images within narrative content, establish user controls based on editorial privileges, and filter out poorly formatted content, including content created by Microsoft office products. Drupal shall be enabled with MS-friendly copy and paste features, and it shall also provide tools to help build table/cell structures when MS-formatted tables require additional formatting not already included in the imported text.
10. Media	This is a core module that includes a package to handle media storage and insertion. Standard installation profile shall include the Media module, along with several extensions to provide additional functionality. This module shall include various video modules, image gathering modules, audio integration, etc. to achieve media handling directly through the standard administrative interface. The Media Library shall provide access to any image file.
11. Internationalization	Ability for base multilingual content functionality; shall be installed and configured prior to Gtranslate
12. Foundation and Adaptive Image Styles	<p>This module provides the ability to theme the site responsively (i.e., for desktop, mobile, tablet). Clarity shall develop the sites using the Foundation Project framework, a responsive theming system that allows rapid development of mobile/responsive design. Foundation shall be enabled with Syntactically Awesome Style Sheets ("SASS") and shall use the lightweight Zepto library for mobility. Clarity's Content Strategist shall work with the County to define the County's Website Branding Strategy and the design principles within the County's strategy shall be applied when building the theming via the Foundation toolset.</p> <p>The Clarity team shall work with the County to identify and configure the Drupal tools that help reduce overall bandwidth usage for mobile displays. Among these modules the Adaptive Image Styles ("AIS") module shall be configure to automatically deliver cached images at reduced sizes for mobile devices.</p>
13. Page Style	This module provides the ability for users to select specially created high-contrast, image free page views associated with 508 Compliance.
14. Text Size	This module provides the ability to adjust front-end text sizing for better web accessibility associated with 508 Compliance.
15. Advanced Help	This module provides the ability to create customized help instructions as pop-up items for fields within the CMS administrative tools.
16. AutoComplete	This module provides the ability to autocomplete relevant fields within the administrative tools.
17. Context UI	This module provides the ability to drag and drop within relevant administrative tools.
18. HTML Purifier	This module provides the ability for content editors to enter content that should be cleaned of malicious code.
19. Internal Links	This module provides the ability for users to create links to internal content.
20. Password Policy	This module provides the ability to set user password requirements.
21. Revisioning	This module provides the ability for users to create, moderate, and publish content revisions.
22. Tracker	This module provides the ability for administrative users to view new and updated content (i.e., audit capabilities).
23. Workflow	This module provides the ability to create a custom publishing workflow.
24. Personalization	This module provides the ability for a user to create an account and save "favorite" County pages to a personalized dashboard. The Clarity team shall work with the County to determine the strategy and governance to manage profiles and

Software Module	Functionality Description
	registration services, if this requirement is determined to be necessary.
25. Popular Links	This module provides the ability for County CMS administrators to manually designate popular pages to display as navigable links on the home page of the website.
26. Geolocation (Drupal Geolocation Proximity)	This module provides the ability for the system to provide geo-location functionality for the County offices.
27. Shorten URLs	This module provides the ability for administrators to generate and assign shortened URLs to links; it shall also be configured to be used with Google QR Code Generator.
28. Keyed Page Information (Registration Codes)	This module provides the ability to enter unique key numbers/IDs (e.g. Property Tax PIN number) to access the appropriate page/information on the website. Relevant codes can be generated, provided to users, and processed so that users can be directed to relevant landing pages.
29. Multilingual Menus	This module provides the ability to provide fully realized multilingual navigational menus for up to three (3) non-English languages. The Clarity team shall configure this module for up to three (3) navigational areas: eyebrow, main navigation, and footer for both the OUP and BOR websites.
30. Quiz	This module provides the ability to author and administer quizzes; each quiz includes a series of questions and scores are stored in the database.
31. Taxonomies	This module provides the ability to use organizational keywords (known in other systems as categories, tags, or metadata) to connect, relate, and classify content. Terms shall be gathered within "vocabularies." Administrators shall be able to create, manage, and apply vocabularies.

Table Error! No text of specified style in document.-2: Drupal Software Capabilities

Hardware Environment

The Clarity team shall build the County solution on Amazon Web Services' cloud platform. All web servers shall be based on the Amazon EC2 m3.xlarge instance types that include four (4) virtual CPUs, 15 GB of memory, EBS SSD optimized root volumes, and up to 10 GB of network throughput. The Clarity team shall provision backing disks as I/O optimized EBS volumes at 600 IOPS. Database servers will be based on db.m3.large instance types with a 1000 IOP 100GB EBS backing volume in a Multi-AZ configuration.

The Clarity team shall advise the County about any other applicable local hardware required to access and manage the hosted solution. The County shall acquire and provision any recommended local hardware.

3rd Party Tools and Integrations

The Clarity team shall ensure that the Drupal platform integrates with the following data sources:

- a) BOR Decision Search databases; and
- b) All 3rd party modules outlined below.

Prior to building database interfaces or integrations listed in this section, the Clarity team shall work with the County to develop and document integration requirements and detail each interface requirement including fields, permissions, schedule, responsibilities and other key information in the Technical Requirements document. The Clarity team shall validate, review and make recommendations to interface, replace, discontinue, or simply link to the County's interfaces listed above if deemed necessary after validating the requirements. The Clarity team shall also include Drupal configuration details to integrate with the 3rd party tools listed in the table below. The final list of 3rd party tools and

integrations shall be defined in coordination with the County. The Clarity team shall configure the listed interfaces. Should the project team identify additional interfaces that require additional work outside the stated scope of work and/or responsibilities of both parties, the Clarity team shall follow the process outlined in the Scope Change Management section of this SOW.

Integration Name	Description
1. Services	The Clarity team shall configure Drupal to integrate with external applications via web services APIs;
2. Acquia Search and Search API Saved Searches	The Clarity team shall configure the Search service to provide faceted search and filtering for end users. Clarity shall also configure Acquia Search to access all relevant data across the websites (BOR and OUP content pages) including searches by content type and taxonomies.
3. Socrata Integration	Clarity shall configure Drupal to interface/integrate with Socrata. The County shall provide the Clarity team with access to the relevant Socrata databases in order to complete the integration. These databases include: https://datacatalog.cookcountyil.gov/ https://performance.cookcountyil.gov Clarity shall work with the County to validate the Drupal-Socrata integration requirements, prior to configuring direct Socrata integration through the Drupal's Socrata Module. This module shall have the ability to create custom reports through calls to the County's Socrata API and integrate with Drupal's Views module for data queries and display.
4. Active Directory	The Clarity team shall configure Drupal to interface with Active Directory for website administrators to authenticate against the County's Active Directory credentials when logged into the County network. The County shall provide and establish relevant network access, including a VPN connection between the website and the County firewall. The County shall establish Active Directory groups prior to the project start date.
5. Social Login and Sharing	The Clarity team shall work with the County to validate social media requirements in alignment with its governance plan. Should the County elect to implement Social Login and Sharing, Clarity shall configure the appropriate interfaces to social media outlets.
6. Feeds	The Clarity team shall work with the County to validate feed requirements in alignment with its governance plan. Clarity shall configure the selected feeds which can provide the ability to import or aggregate external data as nodes, users, taxonomy terms, or simple database records within the Drupal site.
7. QR Codes (Google QR Code Generator and Shorten URLs)	The Clarity team shall configure no more than three (3) functional areas of the websites (OUP and/or BOR). This interface shall further provide the ability for administrators to attach QR codes or assign shortened URLs to documents so that website visitors can scan/click and be directed to specific landing pages.
8. Google Translate ("Gtranslate")	The Clarity team shall configure Language translation service to automatically translate web pages. This shall provide the ability for administrators to access the service from the CMS.
9. Sharing Services	The Clarity team shall work with the County to validate sharing requirements in alignment with its governance plan. If deem necessary by the County, the Clarity team shall configure the selected integration with sharing modules/functionality.
10. SilverPop Engage (or alternative, depending on County email service choice)	The Clarity team shall configure the integration with SilverPop to provide the ability to programmatically tie into the functions of the SilverPop email system using the published APIs. This activity is considered a configuration of an API and not a customized build.

▪ Table Error! No text of specified style in document.-3: 3rd Party Tools and Integrations

Data and Content Migration

The Clarity team shall develop a Content Migration Worksheet that includes a checklist of key activities, migration schedule, and UAT testing activities. Migration shall include:

- A. Tasks for interim migration of current sites to Amazon Web Services ("AWS");
- B. Migration of required data and documents to new sites in AWS; and
- C. Content (text) that may be repurposed or new required content where necessary in the new sites.

Interim Migration of Current Sites

The Clarity team shall migrate the current sites to AWS immediately after project kickoff. This is a parallel effort to the development of the new websites. This will include the setup of a WordPress instance and migration of the document root and associated MySQL database(s) into an Amazon RDS instance. Additionally, the Clarity team will migrate two IIS web servers to Windows based AWS instances. The current MySQL instances running on the existing Windows IIS servers will be migrated to AWS RDS Multi-AZ instances. These tasks shall include migration of all existing IIS and WordPress components on these servers, including hosting of DNS records at AWS. Migration of current sites shall follow the migration approach listed in this SOW, including planning and creation of a migration checklist prior to migration.

Data and Content Migration

The Clarity team shall migrate the following existing County data and content into the new Drupal environment:

1. BOR legacy site at cookcountyboardofreview.com
2. OUPP WordPress content located at cookcountyil.gov
3. The Secretary of the Board website historic files (MS Word, PDF and HTML) from 1996 to 2013.
 - a. Approximately 9,400 files or 1,400 MB of data

The Clarity team shall use the following process for migrating the OUPP and BOR data and documents into their respective website portals:

1. Define Repositories
2. Understand Scope
3. Strategize
4. Assess Source
5. Cleanse Content
6. Map Source to Content
7. Plan Contingency
8. Migrate Content
9. Validate and Document

Define Repositories

The County shall provide all identified and required data and documents to the Clarity team for review and migration in a timely manner. Clarity's team shall coordinate the migration process with County designated staff. The Clarity team shall define the target repositories when planning the migration. Knowing what the OUPP and BOR want their new repositories to look

and perform like on completion are high-level priorities, and from a technical standpoint, a way for the project team to establish necessary governance around the data. The Clarity team shall work with County personnel to review and refine the repositories based on the source information to identify gaps that exist or enhancements needed.

Understand Scope

The Clarity team shall leverage the information included in prior assessments of the County's websites content migration requirements. Clarity is aware that some items may have changed since the last assessment was performed and that the Board of Review was not part of the initial assessment. The Clarity team shall work with OUP and BOR personnel to make a full and accurate inventory of content for the new sites. The County shall remain responsible for final approval of which content is to be migrated, removed, recreated, or originated.

Strategize

The Clarity team shall work with OUP and BOR personnel to identify content, and the Clarity team shall then define the migration strategy, which shall address high-level decisions surrounding the original source content being migrated to the new source repository. The Clarity team shall conduct collaborative strategy sessions between relevant OUP and BOR users, stakeholders, and IT staff to define the project's data governance goals. The Clarity team shall perform a gap analysis to determine if the content to be migrated shall match the requirements for content in the new Drupal platform or if there is any missing information that still needs to be collected. The Clarity team shall also take the important step of identifying and analyzing taxonomy differences, since consolidation of the County's source systems is necessary.

Assess Source

The Clarity team shall work with County and BOR personnel to locate content, and the Clarity team shall then examine and define the content that shall be added to a single repository in Drupal. Clarity shall define a detailed understanding of the County's needs along with the use of appropriate tools here, and throughout the project, shall help eliminate duplication and ensure that only relevant, quality data is preserved and transferred.

Cleanse Content

OUP and BOR content owners, with Clarity's assistance, shall be responsible for sifting and sorting through content for items to be removed, replaced, migrated, or originated.

Map Source to Target

The Clarity team in conjunction with OUP and BOR personnel shall create a well-defined mapping methodology focusing only on the content to be migrated or originated; unnecessary content shall be flagged and left behind if it has no relevance on the new websites or within the Drupal CMS.

Plan Contingency

The Clarity team shall define a contingency plan by the first day's support and a plan to keep content live during the migration period until the County approves the completion of migration. Clarity shall keep a copy of the original content for testing and training purposes in the event part of the migration is unsuccessful.

Migrate Content

Once all the preceding steps have been completed, end users have been trained on the new system, the migration method and tools if any are deemed appropriate, and the migration date has been selected, the Clarity team shall begin the migration process. Before proceeding with the actual migration, Clarity along with relevant OUP and BOR personnel shall ensure that the objectives are being met, that contingency plans are in place, and that the OUP/BOR feel confident moving forward with content migration.

Validate and Document

The Clarity team shall build checklists to make content movement and integrity easier to check and track. Clarity's project manager shall complete user acceptance testing with the OUP and BOR end users to ensure everybody is happy with the migrated content in the new system. These users are the people with daily hands-on use and knowledge of the new model and often the true test of success.

Content Editing or Repurposing

The Clarity team shall work with the County to identify all existing web page content that can be repurposed. The Clarity team shall, as much as possible, repurpose old content. The County shall provide all content and Clarity shall assist with editing content in alignment with the best in class presentation and communication styles of the designed website. However, Clarity originated and/or authored content is out of scope.

Hosting

The County site shall be hosted on Amazon's Web Services' ("AWS") Government cloud platform. As such, all infrastructure shall be virtualized and run on the Ubuntu 12.04 or 14.04 (or latest recommended version) open source operating system.

The Clarity team shall ensure that the County has rights to access to County Data in the AWS environment that are superior to Clarity's rights to access County Data, such that in a dispute between Clarity and the County, Clarity cannot and shall not prevent the County from accessing County Data in the AWS environment. The parties agree to work together to create an account arrangement with AWS wherein Clarity obtains and resells the AWS services to the County but also wherein the County has rights to County Data described above. To achieve the above-described results, the parties agree to use AWS' consolidated billing for multiple accounts

(<http://docs.aws.amazon.com/awsaccountbilling/latest/aboutv2/consolidated-billing.html>), or if practically infeasible, an alternate approved billing arrangement that the County's Office of Chief Procurement Officer approves in advance. The County shall be required to agree to Amazon terms and conditions when the account(s) are established; and the County may negotiate any custom terms and conditions with Amazon prior to such agreement.

The redundant hosting components of this SOW include two (2) separate datacenters and two (2) availability zones as defined by Amazon at <http://aws.amazon.com/about-aws/globalinfrastructure/>. Both the primary and backup datacenters shall be located in the Northwestern region of the United States with resources divided between availability zones within the us-gov-west-1 region. This SOW includes real-time replication of databases between the Drupal RDS instances and the IIS RDS instances (with the exclusion of the Wordpress site) configured for Multi-AZ RDS replication.

Each datacenter meets or exceeds all Tier III standards for power, cooling, telecommunications, and environmental systems. AWS maintains a service commitment of 99.95% for each region, independently.

The County may, at its own discretion, retain Amazon services or establish a direct contractual relationship with Amazon and/or its authorized reseller to host the website and/or any other application independent from the Clarity team.

AWS: Service Inventory and usage assumptions

Service Name	Specifications
Load Balancer	<ul style="list-style-type: none"> • Single Load Balancer forwarding HTTP and HTTPS requests to Drupal Sites • Single Load Balancer forwarding HTTP and HTTPS requests to IIS sites
Firewalls	<ul style="list-style-type: none"> • Barracuda Web Application Firewalls. • Instance type: m1.large (On demand through marketplace)
Drupal Web Servers	<ul style="list-style-type: none"> • Instance Type: Two m3.xlarge - Linux (1 Year Reserved) • Storage: 100gb General Purpose SSD volume per server • Two Elastic IP Addresses • 200GB a month of data transfer
RDS Instances for Drupal Sites	<ul style="list-style-type: none"> • Instance Type: m3.large MySQL (1 Year Reserved) • Storage: 100gb 1000 provisioned IOPS • Single RDS Instance • Multi AZ Configuration • 200gb a month of data transfer
Legacy County Wordpress Site	<ul style="list-style-type: none"> • Instance Type: m3.large - Linux (1 Year Reserved) • Storage: 300GB EBS Volume • One Single Elastic IP Address • 50gb a month of data transfer
Legacy County IIS Sites	<ul style="list-style-type: none"> • Instance Type: Two m3.large – Windows (1 Year Reserved) • Storage: 100GB EBS Volume per server • 50gb a month of data transfer
Legacy Count IIS RDS Instance	<ul style="list-style-type: none"> • Instance Type: m3.medium MySQL (1 Year Reserved) • Storage: 100gb • Single RDS Instance • Multi AZ Configuration • 50gb a month of data transfer
Legacy County Wordpress RDS Instance	<ul style="list-style-type: none"> • Instance Type: m3.medium MySQL (1 Year Reserved) • Storage: 100gb • Single RDS Instance • Multi AZ Configuration • 50gb a month of data transfer

Backup and Recovery

Overview

Clarity shall provide all backup processes, testing, reporting, notification, and recovery as part of this contract. As such, there are no responsibilities on Cook County other than to specify retention periods for backups. The Clarity shall perform the following tasks:

1. Initial configuration and deployment of file system and database backups;
2. Monitoring of all daily backup processes;
3. Mount and verify files on EBS snapshots with critical Drupal Files.
4. Mount and RDS snapshot and verify MySQL connectivity and Drupal tables.
5. Reporting of backup status including successes and failures.
6. Quarterly hot failover of RDS instances between availability zones.
7. Monthly tests of backups including a restore of the Drupal file system root and MySQL databases;
8. Quarterly tests of failover capability between availability zones;
9. Quarterly report that covers the results of all backups and tests;
10. Notification to Cook County within 30 minutes (or sooner via automatic notifications) of any backup or test failure.

Backup and Recovery Strategy

The Clarity team shall formally document the County's backup and recovery plan including the backup method, schedule for backup testing, and application/data restoring procedures. The plan shall include requirements to backup any applicable data. The Clarity team shall configure the solution to leverage the file system backups of the Drupal file base via Amazons EBS volume snapshot technology. The AWS system shall automatically snapshot the primary Drupal file root on a regular basis, as defined in Section 3.7.3.

The Clarity team shall configure database backups utilizing Amazon's RDS backup service. Automated backups shall allow for point-in-time recovery of the Drupal system. The Clarity team shall configure retention to allow the restoration of the Drupal database up to the backup time (within a 35-day maximum) or within one-second resolution within five-minutes of a failure in an availability zone and as long as both RDS instances have not failed due to a region based failure or outage.

The Clarity team shall leverage proprietary software to perform all backups.

Furthermore, the Clarity team shall configure daily snapshots of the Drupal database, completed each night and kept for a duration determined by Cook County. The County shall specify retention timeframes for backups.

The Clarity team shall adhere to a multi-layered approach to backup and recovery. The first layer shall aim to avoid any data loss or system outages by distributing the production environment across Amazon availability zones the AWS GovCloud datacenter located in the Northwestern United States. The two availability zones shall work in tandem to provide both scalability and high availability.

Amazon availability zones are fully independent infrastructure environments whose individual failures do not affect one another. Amazon provides high-speed low-latency links between availability zones that allow for real-time replication of data and scalability of an application between zones. The goal of this configuration is never to lose data because of hardware or datacenter failure. If an availability zone were to go down entirely, **there shall be no data loss for the Cook County site.**

NOTE: Since Amazon only operates one Gov Cloud datacenter, there is a limited and rare chance that Cook County could lose up to 24 hours of data. Replication between availability zones shall happen in real time, but the availability zones are physically very close to one another and sometimes within the same datacenter. The Clarity team shall snapshot the RDS instances every 24 hours. Snapshots shall be stored in S3, which shall be replicated outside of the availability zones into regions. Since Gov cloud is only available in one region there is a chance that both datacenters could be destroyed and the Clarity team would then have to go to S3 to recover snapshots. Thus the assumption that up to 24-hours of data may be lost represent a "worst-case" scenario. This scenario would only occur if:

- 1) Both availability zones are destroyed.
- 2) An authorized user writes bad code that deletes data in the database, and the deleted data replicates to the secondary availability zone (the replica).

The Clarity team shall provide a 99.95% uptime guarantee outside of scheduled maintenance hours.

The proposed maintenance window is the first Saturday of each month between the hours of 1am and 4am CST. Maintenance activities include but are not limited to Security updates, patches, Disk upgrades, Amazon maintenance, etc. The maintenance window might not be used every weekend but is identified and scheduled to be used as needed. See the maintenance and support section of this document for further details.

The Clarity team shall configure data replication between availability zones at two levels. The first level is file system based, and it shall encompass an hourly sync of the Drupal file system between Drupal webserver located in each availability zone. The second level of replication is built into Amazon's MySQL RDS servers and shall replicate database writes to a standby instance located in an alternate availability zone. The Clarity team shall configure this setup to ensure that there is always a minimum of two copies of active data.

In General, the Clarity team shall perform all backup and recovery tasks to ensure high availability (99.95%). The Clarity team shall configure a full backup of the Drupal database on a daily basis, and a monthly backup of the database files. Where possible, the Clarity team shall automate these tasks.

Snapshot and Backup Schedule

A. EBS Volumes:

Backups of all EBS volumes, including root disks and data volumes, shall be performed on a daily basis and be retained for 90 days. Snapshots shall be performed at the following times:

1. Monday 7:00 GMT
2. Tuesday 7:00 GMT
3. Wednesday 7:00 GMT
4. Thursday 7:00 GMT
5. Friday 7:00 GMT
6. Saturday 7:00 GMT
7. Sunday 7:00 GMT

B. RDS Databases:

RDS Databases shall be backed up on a daily basis and shall include snapshots of the databases and transaction logs. Backups of RDS databases shall be retained for 35 days and run on the following schedule:

1. Monday 7:00 GMT
2. Tuesday 7:00 GMT
3. Wednesday 7:00 GMT
4. Thursday 7:00 GMT
5. Friday 7:00 GMT
6. Saturday 7:00 GMT
7. Sunday 7:00 GMT

Backup and Recovery Testing

The Clarity team shall prepare, and the County shall approve, a testing plan listing the planned activities and schedule for the following activities for which Clarity also shall be responsible for executing subject to County approval:

1. Monthly tests of backups including a restore of the Drupal file system root and MySQL databases;
2. Quarterly tests of failover capability between GovCloud availability zones;
3. Quarterly report that covers the results of all backups and tests;
4. Automated email notification to Cook County within 30 minutes of any backup or test failure;
5. Full annual Disaster Recovery test. The Clarity team shall notify the County and seek notice to proceed prior to initiating the Annual Disaster Recovery test.

Backup and Recovery Plan Execution Procedure

Only Authorized County personnel may request backup recovery using the procedure outlined in the Crisis Management Procedure section of this document.

System Security

The Clarity team shall continually monitor the system for potential security flaws at the core and contributed module levels. If any security flaw potentially affects the County, the Clarity team shall notify the designated County personnel. While this system shall provide alerts for newly discovered security threats, the Clarity team shall take the following additional steps to provide defense against common security issues. These steps and related configurations shall also be documented in the Website Configuration Management Plan. The Clarity team shall work with the County to enable VPN connection to perform vulnerability management. However, the County shall be responsible for performing the vulnerability management if applicable.

1. **Custom input filters for all content entry:** Every user role shall include a fully-configured set of text filters to remove unwanted or malicious markup. These filters shall include the HTML Purifier Library. Other enabled filters include:
 - a) Automated line break/paragraph conversion
 - b) Link Validation (and auto-URL generation)
 - c) Limitation of accepted HT
2. **Password Hardening:** This installation shall include the Password Policy module that shall force strong passwords via length and complexity. It also shall establish time-based password renewals whereby users shall be forced to update their passwords based on a strict time policy.

Administrators shall be able to define the length, character makeup, and history of passwords, forcing users with specific roles to update their passwords on a pre-defined time limit.

3. **Security (Hardening) Module Installation:** The Drupal installation for Cook County shall include the contributed security modules 'Security Review' and 'Secure Kit.' These modules shall evaluate and identify security risks on an ongoing basis. **Security Kit ("Secit")** shall provide a central security system to help mitigate the known security issues.
4. **Form Input Field Validation:** Field input shall be validated through Drupal field validation.
5. **Login Security:** Unsuccessful login attempts shall be blocked after a threshold configurable by an administrator. This shall have the ability to initiate a cooling off period, or the forced invalidation of user credentials. Additionally, Drupal shall provide audit capabilities. At the system level, the Events Log module shall log system event and error messages to the database or to the system logs.
6. **Firewall Security:** Web Application firewall shall filter all known web application attacks in the Trustwave ModSecurity attack signature database.
7. **Security Certificates:** The Clarity team shall work the County to obtain the appropriate security certificates for SSL needs within the County. The Clarity team shall be responsible for installing all security certificates where appropriate. The County shall remain the certificate holder.

Securing User Data

The Clarity team shall configure the system to ensure that it limits the storage of sensitive or non-essential user data while protecting essential information with data encryption. The Clarity team shall achieve this in two ways:

1. Limit the storage of sensitive or non-essential user data
 - a. Unless necessary, any stored user information shall be limited to those who need administrative capabilities. This approach favors the use of 3rd-party providers for email-newsletter sign-ups (e.g., SilverPop Engage), so that excess user-data is not stored within the system.
 - b. Sensitive, but essential, user information shall be encrypted with Drupal's Encrypt module, capable of providing AES 256 data encryption through PHP's MCrypt Library. This shall be enabled on a field-by-field basis. Fields shall be defined during the Plan, Discover, and Define phase of the project.
2. Create a System of Progressive User Roles and Permissions. The Drupal system has the ability to create an unlimited number of user roles and permission sets that permit access to administrative features. The system shall have the capability to define user permissions for specific site functions (e.g., the ability to add or delete a document) or for a specific document. User roles and permissions shall be defined during the Plan, Discover, and Define phase of the project.

Drupal Project Security

The Clarity team shall adhere to the newest Drupal Security Report, which outlines detailed information on core Drupal Project Security features, including but not limited to Injection, Cross Site Scripting,

Broken Authentication, Session Management, Insecure Cryptographic Storage, and Insufficient Transport Layer Protection.

Amazon Web Services (AWS) Datacenter Security

All AWS datacenters utilized by the Clarity team shall operate under AWS regulations and standards, which are continuously maintained and updated by AWS at <http://aws.amazon.com/compliance>. The County may request the reports and certifications produced by AWS third-party auditors that attest to the design and operating effectiveness of the AWS environment. Report and certification requests shall be made through the Clarity team or directly through AWS. Full details on the AWS Risk and Compliance program are available on the Amazon Web Services Compliance website.

Data Security and Compliance

The Clarity team shall configure Drupal to protect the system and County Data. The Drupal system and Amazon Web Services hosting solutions shall meet all of the following County Data Security and Compliance requirements with the exception of Payment Card Industry standards and HIPAA/HITECH rules. These standards and rules are not applicable because the solution is not expected to accept credit card payments or process Personally Identifiable Information. However, should HIPAA, HITECH or PCI requirements be identified, the Clarity team shall work with the County to address necessary security requirements and shall immediately sign a Business Associate Agreement.

- a. Password configurations;
- b. Authentication configurations;
- c. Encryption configurations for both data at rest and data in motion;
- d. Logging/Auditing capabilities;
- e. Personnel security;
- f. Web application configurations;
- g. HIPAA, HITECH and the rules promulgated thereunder – if applicable;
- h. Section 508;
- i. ISO 27001/27002, as revised.

The Clarity team has reviewed and shall configure the controls¹ that comply with the security standards of the following:

- a. HIPAA, HITECH and the rules promulgated thereunder – if applicable;
- b. NIST 800-53 moderate baseline requirements, as revised;
- c. ISO 27001/27002, as revised;
- d. Section 508.

The Clarity team shall work with the County to identify configuration requirements² to address destruction of data/content based on the **Local Records Act**.

¹ The Clarity team shall not be responsible for changes made to said configurations or content additions and/or deletions made by County or other non-Clarity team personnel, or changes made after the contractual agreement has ended.

² Ibid.

Development and Configuration Practices

The Clarity team shall adhere to Drupal development best practices for security and sustainable development. In summary, this includes:

1. Never "hack" core. Drupal is written with the assumption that every release upgrade shall overwrite every Drupal core file. Therefore, local edits ("hacks") to Drupal core files are strongly discouraged. (<https://drupal.org/node/1559728>)
2. Using popular and actively maintained Drupal modules to achieve desired functionality of the site, when possible.
3. Avoid allowing PHP code as input in areas not specifically designed to handle it, for example, within the body content of a page.

Contributed Drupal Modules

Drupal's modular structure allows community-contributed modules to extend the functionality of Drupal's core features. The Clarity team shall evaluate the desired functionality of the County's sites and select popular, actively maintained contributed modules to use on the site.

Custom Drupal Modules

In some cases, contributed Drupal modules do not exist for specific use cases or requirements. In these instances, the Clarity team shall develop custom Drupal modules to meet these use cases or requirements. Additionally, the Clarity team may choose to develop custom modules at its discretion in situations where contributed modules exist, but a custom module would be more effective. When a custom module is developed, the Clarity team shall adhere to the following security and development practices:

1. All database queries shall be performed using the Drupal database API rather than using direct database queries. The Drupal database API performs a number of validations and checks to prevent attempts at exploits to the database. In instances where user input (either via form or via URL parameters) is accepted, the input is validated and escaped to further protect against SQL injection attacks;
2. Where appropriate, create and grant permissions to specific roles to access functionality within the custom module;
3. Leverage the well-established Drupal API and contributed module functions to streamline code and development effort;
4. Follow Drupal coding standards and best practices (available and periodically updated at <https://drupal.org/coding-standards>);

Code-driven Development

Drupal 7 allows for a mix of both content and configuration to be stored in the CMS database. This storage of configuration in the database allows for changes to the behavior of a site (for example, adding a new field to a content type) without the need for a developer to be familiar with Drupal. While this convenience is helpful in some situations, in others it creates challenges. For example, changing an existing Drupal view in a development environment via database configuration, those changes must somehow be 'replayed' in the admin interface when deploying the changes to other environments. In many cases, Drupal allows for configurations to be exported to code (using Exportables or Features) so that this challenge is lessened. The Clarity team shall, when possible and practical, adhere to a code-driven development approach to minimize the effort required to make changes to the site within the administration interface.

Drupal User #1 and User Roles

When a site is created, Drupal creates an administrator account (User #1). This account has full access to the Drupal site. To help prevent exploitation of this user account, the Clarity team shall adhere to the following measures:

1. Use a non-standard name for User #1 (e.g. Do not use admin, administrator, sysadmin, root, etc.);
2. Use a complex, randomly generated password for this account;
3. Change the password regularly;
4. This account information is selectively shared with only those who need to know it;
5. User Roles in Drupal are based on a set of permissions that each user within that role share;
6. Permissions in Drupal are permissive and not restrictive.

The Clarity team shall work closely with the County during discovery to define the appropriate user roles and their permission sets. Users shall only be granted the roles to which their work on the site pertains.

Source Code Control

The Clarity team shall utilize Git (<http://git-scm.com/>) for source code management. Only developers who are working on the County's site shall have access to the Git repository for the project. The source code for the project shall only be accessible over SSH between the development environment and the Git repository.

Project Management - Governance

The Clarity team shall lead the project with its proven and highly flexible project management methodology that is based on the practices and principles supported by the Project Management Institute's (PMI) Project Management Book of Knowledge (PMBOK). The Clarity team shall at minimum manage, track, and report/communicate once a week:

1. Overall Project Status/Progress;
2. Deliverable acceptance;
3. Risks and Issues;
4. Quality Assurance;
5. Scope Change Management (potential changes to time and budget).

The County's BOT PMO should review and if necessary modify any or all project management documents and/or project management processes during Plan, Discover and Define. Refer to Exhibits attached herein for the Project Management documents to be used in this project.

Progress Reporting and Communication

General

The Clarity project manager shall conduct meetings to review project plans, status/progress, and risks/issues on a mutually agreed upon schedule and no more than one (1) time per week during the project. These meetings shall be documented to provide an audit trail. Written status/progress reports shall be produced on a regular basis (and no more than once per week), detailing progress to date, milestones achieved, plans for the next reporting period, and any unresolved issues or problems.

Refer to Exhibits attached herein for the Project Progress Report the Clarity team plans to use for this project.

Project Executive Steering Committee Meetings

The Clarity project manager shall coordinate and manage the Executive Steering Committee meetings. This Executive Steering Committee shall include management representatives from the County involved in the project's oversight and control. The Steering Committee shall act individually and collectively as a vocal and visible project champion throughout the project. The Executive Steering Committee shall meet as needed throughout the project and no more than once per month during the project to review high-level progress of the project. The Executive Steering Committee personnel and frequency of meetings shall be determined during the Plan, Discover, and Define phase of the project.

Deliverable Acceptance Process

Acceptance of defined deliverables means that the County has agreed that the deliverable has met the defined criteria. The Clarity team shall follow the following acceptance process:

1. The Clarity team shall provide deliverables to the designated County Project Manager for review, accompanied by a deliverable acceptance form. The acceptance form shall include a description of the deliverables;
2. The Clarity team shall log all submissions of deliverables. This log shall include the deliverable number, submission date, deliverable description, approval authority, rejection reason (where applicable), and date returned;
3. The Clarity team and the County project manager shall verify a mutual understanding of the content of the deliverable when it is determined to be complete;
4. Response to each deliverable must be formal acceptance or rejection in writing (no verbal, conditional or automatic approvals). E-mail approvals are acceptable if they are explicit (as on the acceptance form).
5. The County shall provide acceptance on a timely basis, within five (5) business days, or return the documents to the Clarity team with requested changes. The acceptance form shall list the specific acceptance date and impact to other deliverables and associated dates.

Refer to Exhibits attached herein for the Deliverable Acceptance Form the Clarity team plans to use in this project.

Scope Change Management

The Clarity team shall manage the scope in order to minimize amendments or modifications. The Clarity team pricing is based on the pricing details described in the Final Pricing Section of this SOW. In the event of a change in scope or delay beyond the vendor's control, the Clarity team shall discuss the impact with the County before proceeding. Any significant material change to the project scope or material delay beyond the vendor's control shall be escalated to County management within five (5) business days of a missed deadline and/or impacted deliverable. If the parties agree a scope change is warranted the County shall then follow its amendment and modification process pursuant to GC-16, and shall be executed by the County's Chief Procurement Officer. If the County requests additional work, work shall be priced at the contractual rates. All amendments and modifications are subject to the General Conditions GC-16.

Project Decision Team

The Clarity team shall facilitate the establishment of a governing body to approve changes, escalate and expedite decisions, and remove obstacles. This team shall be known as the Project Decision Team ("PDT") and shall consist of key executive stakeholders and project managers. The PDT shall review all major concerns and issues, provide directive to address issues and remove obstacles. It should also vet

potential scope changes, and recommend, deny or defer change recommendations. All request for Amendments and modifications are subject to the Scope Change Management Section of this SOW.

The following tentative Project Decision Team for this project shall be updated at project kickoff.

Organization	Project Role
County	Director of Applications Development and Management (BOT)
County	President’s Office Representative
County	Director of Technology or designee (BOR)
County	Project Manager
Clarity Partners	Project Manager

Table Error! No text of specified style in document.-1: Project Decision Team

Deliverables - Project Management Governance

The Clarity team is responsible for developing all the Deliverables with County assistance where and as reasonably necessary or defined herein.

Cook County is responsible for reviewing and formally approving each deliverable unless otherwise noted.

Key Activity	Expected Deliverable(s) – Approver	Acceptance Criteria
1. Formal kickoff meeting	1. Updated project schedule– County PM	Deliverable Acceptance Form per Deliverable or list of deliverables. The Acceptance form must describe what is being delivered. The BOR and the BOT shall Signoff to approve Payment.
2. Introduce project teams: Clarity Team and Cook County Team	2. Project reporting schedule, frequency and format– County PM	
3. Update Project Documents	a. Change and Scope Management Plan	
4. Update Project Decision Team	b. Risk and Issue Management Plan c. Quality Management Plan d. Scope Change Management Plan	
	3. County/vendor resource RACI and meeting logistics– County PM	

Organizational Change Management

The Clarity team’s approach to Organizational Change Management shall follow various steps throughout the project, which shall be monitored and controlled by the Clarity team experienced Project Manager. These steps shall include:

- A. Communication Planning
- B. Training

Communication Planning

During the Plan and Define tasks, the Clarity team shall create six (6) “What’s New With the Website?” communications that describe the features, functions, and benefits of the upcoming new website, as well as recent project accomplishments. Timing and format of these communications shall be agreed to jointly by the Clarity team and the County’s project manager in order to align key milestones such as training and go-live dates. Delivery method shall also be coordinated with the County’s project manager (print and/or web publications). The County’s project manager shall be responsible for final

communication delivery/posting. The Clarity team shall not be responsible for sending communications to any County resources outside of the project team.

Training for Change

The Clarity team shall develop training requirements based on the skills, knowledge and behaviors necessary to implement the change. Detailed training requirements are included in the Knowledge Transfer Training and Transition Section of this document.

Deliverables - Organizational Change Management

The Clarity team is responsible for developing all the Deliverables with County assistance where and as reasonably necessary or defined herein.

Cook County is responsible for reviewing and formally approving each deliverable unless otherwise noted.

Key Activity	Expected Deliverable(s) – Approver	Acceptance Criteria
1. Author six (6) communications to be delivered by the County during the implementation.	1. Six (6) “What’s New with the Website?” Communications – County PM	N/A – These deliverables shall be completed as part of the Clarity team’s project management Monitor & Controlling activities.

Project Implementation Methodology

Overview

The Clarity team shall follow an implementation methodology that utilizes an iterative development, integration, and testing approach as follows:

1. Communication and management of all aspects of the project based on the RACI chart;
2. Plan, discovery and define;
3. Develop, integrate, test;
4. Train and knowledge transfer;
5. Deploy/Transition;
6. Sustain Maintain.

The Clarity team shall present the draft outline of each critical deliverable document for approval by the County prior to development of said deliverable.

High Level Project Timeline

The following chart depicts the Clarity team’s estimated project timeline. Additional details are provided in the next section of this document.

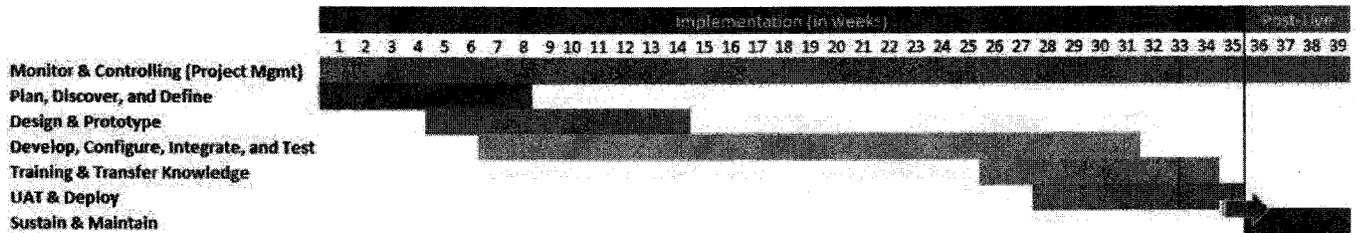


Figure 5.6-1: Project Timeline

Detail Project Plan and Task List

The Clarity team shall update the detailed project plan task list during the Plan, Discover and Define phase. The table below is only an estimate. The website implementation phase is expected to last 9 to 12 months. Support and Maintenance shall start after implementation for four (4) additional years. This is a five (5) year contract.

Task Name	Duration	Work	Resource Initials
Plan, Discover and Define	39.25 days	248.4 hrs	---
1. Project Management Plans	1.25 days	10 hrs	PM
2. Scope Statement and Project Kickoff	2 days	8 hrs	PM,CS
Conduct and Document Preliminary Discovery	23 days	122.4 hrs	---
3. Obtain Access and Create Existing Content Outline (Front and Back Ends)	5 days	52 hrs	PM,CS,BA
4. Stakeholder Interviews (4 interviews)	10 days	48 hrs	PM,BA,CS
5. Analyze Requirements, Document Findings and	8 days	22.4 hrs	PM,BA,CS
Conduct and Document Requirements Meetings	10 days	96 hrs	
7. Business Requirements	5 days	40 hrs	PM,BA,CS
8. Requirements Traceability Matrix	2 days	16 hrs	PM
9. Technical Requirements	5 days	40 hrs	PM,BA,CS
10. Detailed Project Schedule	3 days	12 hrs	PM
11. Acceptance – Plan & Define Complete	0 days	0 hrs	
Design and Prototype	46 days	1,261 hrs	
12. Benchmark Analysis (BOR)	5 days	48 hrs	PM,BA,CS
13. Conduct Website Workshops	10 days	451 hrs	DA,IP,VD
14. Initial Creative Design Concepts (2 sites)	10 days	140 hrs	IP,VD
15. First Revision to Creative Design Concepts (2 sites)	10 days	104 hrs	DA,IP,VD
16. Final Creative Treatment for Home Page (2 sites)	10 days	80 hrs	IP,VD
17. Creative Design for Key Landing Pages (2-3 each, 2 sites)	7 days	104 hrs	IP,VD
18. Conduct Peer Review	2 days	32 hrs	IP,VD
19. Branding Plan (package)	48 hrs	80 hrs	IP,VD
Governance and Communication	36 days	222 hrs	
20. Website Communications Strategy	10 days	76 hrs	PM,BA,CS
21. Website Configuration Management Plan	10 days	52 hrs	PM,BA,CS
22. Website Data Management Plan	10 days	56 hrs	PM,BA,CS

Task Name	Duration	Work	Resource Initials
23. Social Media Strategy	5 days	32 hrs	PM,BA,CS
24. Data Governance Plan (Package)	1 day	6 hrs	BA,PM
25. Acceptance – Design and Prototype Complete	0 days	0 hrs	
Develop, Configure, Integrate and Test	140.25	1,149 hrs	
26. Environment Setup and Configuration	20 days	72 hrs	DA,FED
27. Build Out Templates Based on Approved Design	20 days	92 hrs	DA,FED
28. HTML5 and CSS Development	20 days	100 hrs	DA,FED
29. Responsive Design	20 days	84 hrs	DA,FED
30. 508 Compliance	20 days	72 hrs	DA,FED
31. Content Types and Views (18)	20 days	76 hrs	DA,FED
32. Menus and Main Landing Pages	20 days	65 hrs	DA,FED
33. Multilingual Base	20 days	56 hrs	DA,FED
34. Third Party Integrations	20 days	56 hrs	DA,FED
35. Search Configuration	20 days	56 hrs	DA,FED
36. Content Migration Preparation	20 days	72 hrs	PM,BA,MS
37. Data Cleanup of Existing Content for Migration	20 days	88 hrs	PM,BA,MS
38. Launch Beta Website in Testing Environment	1 day	8 hrs	FED
39. Initial Migration of Content to Beta Website (Existing and New Content)	20 days	112 hrs	PM,BA,MS
40. Peer Beta Review and Testing	5 days	72 hrs	BA,CS
41. Modify Site Pursuant to Beta Review and Testing Results	5 days	24 hrs	CS,BA
42. Migrate Finalized Website Content into CMS	5 days	44 hrs	PM,BA,CS
43. Acceptance – Develop and Configure Complete	0 days	0 hrs	----
Train and Transfer Knowledge	50 days	308 hrs	----
44. Prepare Test Plans	5 days	28 hrs	BA
45. Browser Testing & Quality Assurance	5 days	40 hrs	BA,CS
Training	20 days	240 hrs	----
46. Develop Training Materials	5 days	60 hrs	BA,PM,CS
47. Conduct Training Sessions	10 days	120 hrs	BA,PM,CS
48. Transition/Cutover	5 days	60 hrs	BA,PM,CS
49. Acceptance - Train and Transfer Knowledge Complete	0 days	0 hrs	----
UAT and Deploy	43 days	113.6 hrs	----
50. Conduct UAT	5 days	40 hrs	BA,PM
51. Gather and Analyze UAT Results	2 days	8 hrs	BA,PM
52. Conduct UAT Reviews	2 days	8 hrs	BA,PM
53. Modify CMS/Site Content As Needed	13 days	41.6 hrs	BA,CS
54. Deploy Production Website	2 days	16 hrs	DA,FED
55. Acceptance – UAT and Deploy Complete	0 days	0 hrs	----
Sustain and Maintain	20 days	107 hrs	----
56. Post-production Support and Enhancements (4 weeks)	20 days	107 hrs	BA,PM,CS

Task Name	Duration	Work	Resource Initials
57. Acceptance – Post-Production Maintain and Enhance	0 days	0 hrs	
Project Closing	15.5 days		
59. Summarize Project Results and Lessons Learned	14.5 days		PM
60. Close Out Project Records	1 day	4 hrs	PM
61. Acceptance – Project Completed	0 days	0 hrs	----
Monitor & Controlling (Project Management)	875 days	490 hrs	

Plan, Discover, & Define

Project Schedule and Management Plans

The Clarity team shall draft the Project Schedule and Management Plans and verify them with the project core team. The Clarity team shall then work with the County's Project Owner to plan project meetings, OUP and/or BOR usability focus group sessions, stakeholder meetings, and formal requirements gather and analysis.

Assessment

The Clarity team shall review, the existing Cook County assessment document and update information where necessary. Further during this phase the Clarity team shall complete an assessment of the Board of Review website. The Clarity team shall discuss and work with the BOR and the OUP representatives to ensure alignment with the goals and objectives stated in this SOW. Ultimately, the Clarity team shall produce an assessment report to design the websites that meet both the OUP and BOR needs. This assessment report shall include benchmarking data against approximately 15 related public websites, the OUP and BORs existing information architecture, and overall implementation recommendations.

The Clarity team shall work with the County to obtain access to any existing systems outlined in this SOW in order to begin taking an inventory of existing content and locate all applicable data. The Clarity team shall document this information in the Content Gathering Worksheet for the OUP and BOR. During this phase, the Clarity team website strategists shall document the *existing* website information architectures of the OUP and BOR sites.

The Clarity team shall present the outline to the County, and begin collecting requirements for the Website Use Governance Plan.

Project Charter

The Clarity team shall interview up to six (6) key project executives in order to obtain an understanding of audience (e.g. residents of Cook County) and project expectations. The Clarity team shall work with the OUP and BOR executives to carefully consider both the needs of the County as well as how the end results, the OUP and BOR websites, shall impact the residents visiting the websites in the future. The Clarity team shall create the Project Charter (i.e. Project Scope Statement) based on the results of the executive interviews.

Business Requirements

Starting with the requirements outlined in this SOW, the results of the executive interviews, and results of the assessment, the Clarity team shall work the County project resources to build a firm understanding of the key Business Requirements from the different working groups.

Through the combination of the executive interviews and analysis with the BOR and OUP project teams, the Clarity team shall build an understanding of the County’s targeted visitors. The Clarity team shall then focus on the experience of key County users. The goal of this phase shall be to define the way users shall interact with the new site. The Clarity team shall work with County team members to look at the needs of the different audiences (e.g. residents, constituents, researchers, etc.) and the best ways to guide them through to their goals. The Clarity team plans to accomplish this task in up to twelve (12) Business Requirements gathering working sessions.

Technical Requirements

As a result of the Business Requirements working sessions, the Clarity team shall develop a technical content model in order to accommodate the OUP and BOR goals and objectives. The content model shall be incorporated into a Technical Requirements document and shall document all the different types of content for the project. It shall contain definitions of each content type’s elements and their relationships to each other. The content model shall align with the documented Business Requirements and shall encourage collaboration between the designers, the developers configuring the CMS, and the content creators. Next, a Requirements Traceability Matrix shall be created to align all functionality with the Business Requirements. Then Technical Requirements verification shall be accomplished in two (2) half day working sessions (1 OUP, 1 BOR).

The Technical Requirements document shall also include the information architecture requirements of the OUP and BOR sites, Drupal CMS functional (coding) requirements by module as outlined in the Software Capabilities section of this SOW, integration requirements as outlined in the 3rd Party Tools and Integrations section of this SOW, an updated system architecture diagram, and browser and scalability requirements.

At the conclusion of the Plan, Discover, and Design phase, the team shall have documented all project requirements.

Deliverables – Plan, Discover and Define

The Clarity team is responsible for developing all the Deliverables with County assistance where and as reasonably necessary or defined herein.

Cook County is responsible for reviewing and formally approving each deliverable unless otherwise noted.

Key Activity	Expected Deliverable(s) – Approver	Acceptance Criteria
1. Assigned County Project Team	1. Revised Project Plan – County PM	Deliverable Acceptance Form per Deliverable or list of deliverables. The Acceptance form must describe what is being delivered. The BOR and BOT shall Signoff to approve Payment
2. Formal kickoff meeting	2. Project Charter – County PM	
3. Introduce project teams: the Clarity team and Cook County Team	3. Assessment Report (BOR) – County PM	
4. Validate the existing County Assessment information	4. Technical Requirements Document including Technical Content Model and information architecture – County PM	
5. Conduct BOR benchmarking analysis against other (15) government sites	5. Business Requirements Document – County PM	
6. Conduct BOR assessment	6. Requirements Traceability Matrix – County PM	
7. Review requirements per SRM		

Key Activity	Expected Deliverable(s) – Approver	Acceptance Criteria
<p>and County project team feedback</p> <p>8. Validate that overall requirements are in alignment with the SRM and SOW</p> <p>9. Validate the governance vision from key stakeholders</p> <p>10. Document business requirements</p> <p>11. Document technical requirements (browser requirements, scalability requirements)</p> <p>12. Outline backend coding requirements</p> <p>13. Plan OCM activities/schedule</p>	<p>7. Website Content Outlines (BOR and OUP) – County PM</p>	

Design and Concept

Website Communications Strategy and Social Media Strategy

The Clarity team shall begin the Design and Concept phase by developing the unified³ Website Communications Strategy and Social Media Strategy. The Clarity team shall meet with the OUP and BOR Communications and/or Marketing representatives in two (2) group meetings (1 OUP, 1 BOR) to outline their goals, objectives, and requirements around communications to the website audience (e.g. citizens, agencies, and constituents). With detailed website and social media communications requirements approved, the Clarity team shall deliver one (1) unified Website Communications Strategy and one (1) unified Social Media Strategy.

User Experience Design

While Clarity's strategists are working with Communications/Marketing, the design team shall begin the user experience design process. The user experience design shall be a marriage of graphic visual design with a solid user experience architecture that fully engages a website visitor. As such, when developing the site architecture, visual elements, and design interactions for the OUP and BOR sites, the focus shall be on the website visitors.

Throughout the design process the project team shall make strategic decisions to prioritize content, set clear goals, and guide users. The Clarity design team shall research how visitors currently do and want to interact with the County and Board of Review websites. The end result shall be one (1) unified User Experience Plan.

Information Architecture, Sitemaps, Wireframe Design

The Clarity team shall use the information gathered from the first phase of the project to create the first draft of the *new* OUP and BOR website Information Architectures and sitemaps, and then build these out into Wireframes via working sessions with both the OUP and BOR project core teams. The Clarity team shall create 15-20 Wireframes for the OUP site and 5-7 wireframes for the BOR site. Each

³ "Unified" deliverables shall follow one common platform, design and navigation structure, and CSS to deliver a cohesive look and feel to the OUP and BOR sites while maintaining uniqueness to each site via site-specific content and graphical elements, and other minor cosmetic adjustments.

Wireframe shall include a desktop and mobile layout. An example of a Wireframe is contained in the Exhibits Section of this SOW.

From there, the Clarity team shall move into visual design, with the focus on mobile responsive design.

Visual Design

The Clarity team shall follow a collaborative visual design iteration process where designers and front-end developers shall work side-by-side. The Clarity team shall work with the County to develop a design in three rounds of workshops (initial, rework, and final). The project team shall verify that the design meets all functional requirements as defined in the first phase of the project.

Website User Interface Guide

Once this visual design process is finalized, the Clarity team shall develop one (1) unified Website User Interface Guide that shall act as a guide for development and maintenance of the sites for years to come. The Clarity team shall present style guidance by providing instructions and tools within the CMS administration itself (e.g. inline help text and/or instructional videos) and by creating a unified Website User Interface Guide that both provides source code for styles, as well as visually indicates what an applied style shall look like. These styles shall incorporate relevant layout guidelines, supplemented by relevant textual editorial guidelines and linguistic standards. These styles shall be incorporated into the theming layer of the sites as they are developed. This guide shall also provide visual guidelines for content creators and external application creators for not-yet-created assets intended to act as extensions of the website properties into the future.

Website use, communications, and social media governance plan

The final stage of the Design and Prototype phase shall be to finalize the County's Website Use Governance Plan based on industry best practices and in adherence to the County's Governance vision for use of this platform as a communications tool as defined in Section 6.3.1. The Clarity team shall schedule meeting with key stakeholders to gather insight and recommendations around governance. The Clarity team shall then develop a Governance plan that incorporates methods to allow the County to continuously maintain and enhance its practices.

Deliverables - Design and Concept

The Clarity team is responsible for developing all the Deliverables with County assistance where and as reasonably necessary or defined herein.

Cook County is responsible for reviewing and formally approving each deliverable unless otherwise noted.

Key Activity	Expected Deliverable(s) – Approver	Acceptance Criteria
1. Define website communications and social media goals and requirements.	1. As-is WordPress site up and running at AWS – County PM	Deliverable Acceptance Form per Deliverable or list of deliverables. The Acceptance form must describe what is being delivered. The BOR and BOT shall Signoff to approve Payment
2. Identify personas and corresponding user experience expectations	2. Website Communications Strategy Document –County PM	
3. Define future state information architecture	3. Social Media Strategy Document – County PM	
4. Define responsive design elements	4. User Experience Plan – County PM	
5. Create sitemaps	5. Information Architecture Documents (2 total) – County PM	
6. Create wireframes	6. Sitemaps – County PM	
7. Develop visual design	7. Page Wireframes– County PM	
	8. Visual Designs – County PM	
	9. Website User Interface Guide –	

Key Activity	Expected Deliverable(s) – Approver	Acceptance Criteria
8. Develop website user interface guide	County PM	
9. Develop branding elements	10. Inline help text and instructional videos – County PM	
10.	11. Website Branding Plan – County PM	
11. Document website use, communication and social media governance plan.	12. Updated RTM – County PM	
	13. Website Use Governance Plan (Package) – County PM	
	14. OCM Activity(ies) – County PM	

Develop, Integrate, and Test

Once the business requirements and website design have been finalized and approved, the Clarity team shall set up, configure and develop the websites, with the goal of meeting the identified website performance targets. The Clarity team shall configure the website adhering the “Build doc,” Website Configuration Management Plan, and Backup and Recovery requirements included in this SOW.

Technical Environments

All Clarity team developers shall produce all work in a shared source control system (the development environment) and in accordance with the Technical and Business Requirements. The Clarity team shall migrate or move all completed work and changes to the staging environment that shall also operate as a QA environment. All stakeholders may view work in progress in this staging/QA environment. All identified County testers shall also conduct testing and approval in this staging/QA environment. Once the County approves work on the staging/QA environment, the Clarity team shall promote the approved configurations and/or customizations to the production environment. The Clarity team shall document the basic system set up and configuration in a project “build doc” (System Build Document). The Clarity team shall assist the County to set up a sandbox environment leveraging local County provided resources.

The In Summary, the Clarity team shall provision the following environments in AWS Government Cloud:

Environment	Description
Development	Environment hosted on an Amazon instance or at Cook County Git repository on Master Branch (accessible to County)
Staging/Quality Assurance	Staging/QA hosted on an Amazon instance Git repository on Stage Branch
Production	Production hosted on Amazon instance Git repository on Prod Branch Specifications for production environment are in the Hosting section of this SOW

Development

Once the Drupal base installation, setup and configuration is completed, the team shall begin developing the modules outlined in the Software Capabilities section of this SOW. The Clarity team shall develop the administrative dashboard, and configure each module (i.e. configure, unit test, demo, repeat if needed).

Once modules are configured, the Clarity team shall establish content types and views, create user roles and security permissions, and build menus and pages.

The Clarity team shall develop the 3rd party tools' integrations in scope under this SOW and build the templates defined in the Design and Concept phase using Drupal theming. All theming development shall adhere to responsive (i.e. mobile-friendly) design standards using HTML5 and CSS. Once development is completed, the Clarity team shall move all changes to the staging environment and verify the environment is ready for migration.

Migration

The Clarity team shall conduct migration as outlined in the Data and Content Migration Checklist. The Clarity team shall start with content migration (See the Data and Content Migration Checklist) from the existing sites and developing of the portals, guided by a complete technical architecture designed for scalability and maintainability. Migration of the existing as-is WordPress site and IIS sites shall occur immediately after project kickoff. Decommissioning of applicable as-is sites shall occur in the transition/cutover phase of this document.

Security

The Clarity development team shall follow the security procedures documented in the System Security section of this SOW.

Software to Operate Website

The Clarity Team shall use the following software to operate the website (or most up-to-date stable version):

1. Server: Official Ubuntu 12.04, or latest stable version, Amazon Image
2. Web Server: Apache: 2.2.22 or greater with Ubuntu security patches from Ubuntu repositories
3. Database: Amazon MySQL 5.6 or greater RDS
4. Scripting Engine: 5.3.10
5. The Cook County websites shall be hosted in the AWS Government Cloud

Database Configurations

When code-driven configurations are not possible, the Clarity team shall handle software configurations by either:

1. Moving the entire database from one environment to another (in the case of pre-production configuration), or
2. Making the necessary software configuration changes via the website administration interface directly in the appropriate environment following the established promotion process established in this SOW, at the proper stage of the process. These changes shall be documented in the Website Configuration Management Plan.

Source Code Check Out/Check In Procedures

Clarity team developers shall adhere to the following check out/check in procedure:

1. Check out the Master branch of the Git repository in the development environment;
2. Create a local branch for the feature or change;
3. Assign a meaningful name to the local branch;
4. Commit (check in) all completed development work or changes to the local branch in the development environment prior to leaving for the day and/or periodically;
5. Merge development work in the Master branch in the Git source control, which is then deployed to the development environment;
6. Merged development work and changes with the Stage branch;
7. Push the files/development work to the staging/QA environment.

Beyond making standard configuration changes, the Clarity team does not intend to customize any part of the LAMP stack. All versions and base configurations shall be based on the standard out of the box versions of software provided by Amazon, Ubuntu/Canonical and Apache Foundation with no changes to source.

In only rare or extreme cases (e.g. website outage), files shall be directly manipulated on the Stage or Production code branches without following the Master -> Stage -> Production process outlined above.

The Clarity team shall provide appropriate in-line documentation for future reference regarding the desired outcomes of each section/function within code (this is accessible via the Git repository). In general this shall include comment blocks on function declarations to indicate usage and return values, in line code that explains the functionality of sections of code, and noted usage/extensions of the Drupal API (the hooks system).

System Configuration Procedures

The Clarity team shall follow a practice of code-driven configuration wherein, when possible, configurations shall be stored in code rather than the database, thus contained within source control management (Git), to facilitate ease of maintenance and team development.

The Clarity team shall:

1. Develop one (1) unified Website Configuration Management Plan that shall be shared by all project team developers;
2. Websites shall be architected and developed according to industry standard practices for website performance. It is expected that the home page shall load in under 3 seconds as measured by the external monitoring as indicated in the Hosting Support Services section of this SOW;
3. Identify all County key resources;
4. Conduct all Drupal configurations in the development environment;
5. Make changes to the AWS environment via the EC2 administration console;
6. Commit (check in) all completed configuration work or changes to the development environment prior to leaving for the day and/or periodically;
7. Perform changes to the operating system and Apache by console logins over encrypted connections to the individual servers;
8. Enable roll-back ability by leveraging AWS snapshotting capabilities;
9. Back up and snapshot the current operating environment prior to making major changes;
10. Document all major Drupal configurations (e.g. Drupal modules used, Apache .htaccess configuration changes), base configurations and any changes to the base configuration in the Website Configuration Management Plan. Minor configuration settings shall be visible within the Drupal administrator interface in the development environment.

The Clarity team shall manage all configuration changes to the AWS environment, operating systems, server applications and databases.

Any website changes requested after go-live must be reviewed and approved by the PDT. Any new configurations must follow the same configuration process defined in this SOW.

Updates and changes to the operating system, Apache and RDS shall be done in line with Drupal release cycles. These services shall be provided by the Clarity team under **Support and Maintenance Services** included in this SOW.

Testing Procedures (Quality Assurance)

The Clarity team shall coalesce the business requirements documentation and the functional requirements documentation into a Requirements Traceability Matrix. This document shall connect the business requirements to functional requirements as the basis to develop test cases. The test cases should be reviewed and the County prior to business user testing. The Clarity team shall identify and document in the Quality Plan the test cases, the testing schedule and designated business users/approvers. This document should also list the quality standards, tools, and completeness and correctness criteria for the product and/or processes.

Regression Testing

The Clarity team shall independently test the solution prior to promoting a release to QA for UAT. The Clarity team shall perform regression testing to ensure that the redesigned County websites work as expected upon launch. The Clarity team shall promptly identify and resolve issues. Regression testing results shall be reviewed with the County.

User Acceptance Testing

The testing component of the Develop, Integrate, and Test stage shall include User Acceptance Testing ("UAT"). The Clarity team shall create a Quality Plan and related test cases to guide the UAT process. The Clarity team shall provide a copy of their Test Plan to the County which shall align with the TRM and overall requirements captured during the project. The County shall then conduct UAT activities (such as identify, test, and sign off on the websites) based on the Quality Plan and test cases. UAT activities may include use of the CMS back end administration console and the front end of the sites in the QA environment to ensure that all pages are functioning properly and that all content was properly migrated to the various pages in the redesigned County websites prior to moving to production.

The Clarity team shall conduct UAT and Training in iterative steps. The first step shall involve training and UAT of key Subject Matter Expert ("SME") administrators, often referred to as "super admins" or those with the highest level of permissions in the CMS. The second training step shall involve the training and UAT of the Content Producers whom have a lower level of administrative access targeted to administer specific content types or areas of the sites. The Clarity team shall capture UAT sign off immediately after each initial training session (first training step).

Any bugs/discrepancies found during UAT shall follow the process outlined in the Bug/Discrepancy Fixing section below. Designated County staff and external users shall test the functionality (in the QA environment) to ensure that test scenarios are successfully executed (i.e. all pages are functioning properly and that all content was properly migrated to the various pages in the redesigned County websites). The final step of UAT shall be when the County accepts the sites and has deemed them ready for general training. The Clarity team shall capture UAT approval from the County prior to general training and go-live. The Clarity team shall identify, address and/or fine-tune any necessary final configurations/modifications and/or issues/bugs prior to training and launch.

The diagram below illustrates the expected UAT process.



Bug/Discrepancy Fixing

The Clarity team shall define the steps necessary to track and fix bugs and/or discrepancies during the project. The Clarity team shall provide the County with access to its online bug/discrepancy tracking tool which shall be utilized during the course of the contract. The tool shall be utilized to, at a minimum, enter and prioritize issues (bugs/discrepancies), log resolution steps, track status, and issue resolution reports. The Clarity team shall provide the format to capture and address bugs and discrepancies to the County for mutual approval. The format to capture this information should at minimum capture the title, summary, configuration location (where error was found), steps to reproduce, expected results, history of the issue, verification process (to make sure defect has been fixed), prioritization schedule, communication, and environment (some defects appear to exist in specific environments. To provide thorough testing, the QA team shall identify and test all agreed upon hardware/software combinations).

Deliverables - Develop, Integrate, and Test

The Clarity team is responsible for developing all the Deliverables with County assistance where and as reasonably necessary or defined herein.

Cook County is responsible for reviewing and formally approving each deliverable unless otherwise noted.

Key Activity	Expected Deliverable(s) – Approver	Acceptance Criteria
<ol style="list-style-type: none"> 1. Setup technical environments 2. Install base software 3. Build concept 4. Configure modules and apply theming 5. Determine which optional modules are needed by the County (from listed provided in the pricing section) 6. Unit test 7. Demo as needed 8. Establish Content Types & Views 9. Create User Roles & Security Permissions 10. Build Menus & Main Landing Pages 11. Migrate necessary content/files 12. Build interfaces/integrations 13. Prepare for Quality Assurance and Control 14. Install Drupal Beta on Staging/QA 15. Conduct UAT 	<ol style="list-style-type: none"> 1. Website Configuration Management Plan –County PM 2. Base System Installed (Development) – BOT technical representative. 3. Drupal Administrative Dashboard & Core Modules Configured - BOT technical representative/County PM 4. Optional Modules Configured – BOT technical representative/County PM 5. Drupal Beta installed (Staging/QA) – BOT technical representative/County PM 6. Quality Plan – County PM <ol style="list-style-type: none"> a. Bug & Discrepancy Procedure – County PM b. Promotion Plan – County PM c. Regression Testing Results – County PM d. Test Cases/UAT signoff- County PM e. Testing Log – County PM 7. Build Doc – County PM 	<p>Deliverable Acceptance Form per Deliverable or list of deliverables. The Acceptance form must describe what is being delivered.</p> <p>The BOR and BOT shall Signoff to approve Payment</p>

Knowledge Transfer, Training, Transition (Cutover)

The Clarity team’s training program shall provide task-oriented and instructor-led workshops.

Knowledge Transfer and Training

The Clarity team shall provide formal CMS training sessions to ensure that content producers users are able to independently update their respective department websites. The Clarity team shall also provide site administrators’ training as well as unscheduled ongoing knowledge transfer to the master website administrator(s) to ensure that administrators are able to independently provide level one support for the County. The Clarity team shall develop a simple Level One Support script for the County helpdesk and website administrator.

The Clarity team shall develop training session reference materials and training session’s agendas that shall be reviewed and approved the County prior to distribution. The Clarity team shall develop quick reference guides for Administrator and content producers.

In general, the Clarity team shall provide three (3) types of training as follows:

Type of Training	Description
SME/Administrator Training – Round One	The first round of training shall occur during the Development phase, after the Clarity team has completed the basic configuration of the CMS functionality. The Clarity team shall train up to five (5) County Subject Matter Experts (“SME”) while configurations are being made to Drupal modules. Course Duration: 8 Hours No. of Users per Class: 5 People No. of Classes/sessions: 1
SME/Administrator Migration Training – Round Two	The second round of training shall occur during the Content Migration. During this phase, the Clarity team shall work side-by-side with County staff to migrate legacy data into the new CMS websites. Content Migration shall present a great opportunity for the County SMEs to exercise their administrative capabilities in the CMS with training assistance from the Clarity team. This is not a classroom based training.
Content Producer Training – Round Three	Content Producers shall be provided with classroom-based in person training to ensure staff is equipped to effectively run and manage the County websites immediately upon launch. Course Duration: 8 Hours No. of Users per Class: 8 People /per session No. of Classes/sessions: 10
Online Workshops/Video Tutorials	Available online workshops/video tutorials will be linked in the help section of the CMS for ongoing training refreshers on the most popular CMS features. These tutorial videos shall guide the County through common CMS tasks. While the training sessions provided for the CMS shall be thorough, these videos shall be available to the County for future reference. These tutorials shall also come in handy when any new County staff comes on board and wishes to hit the ground running without having to wait for classroom-based training (which is available).

Training Environment

The County shall provide a dedicated training room that can accommodate up to twelve (12) people for any given class for the duration of the training cycle. The Clarity team shall leverage the County's licensed Adobe Connect tool if deemed necessary. The training environment shall adhere to the following recommendations:

1. Appropriate number of Personal Computers (PC's) or a minimum of nine (9);
2. Internet connectivity;
3. One (1) person per PC;
4. PC compatible projector;
5. For optional remote training if necessary, PCs shall be able to access the County's Adobe Connect.

Production Deployment Acceptance

After the County approves all deliverables and the solution is successfully tested in the quality assurance environment, the County shall provide the Clarity team confirmation to promote to Production. After promotion to the production environment, the Clarity team shall test and report the successful promotion from QA to Production environments. The County shall then provide formal approval of the final Production Deployment Acceptance Form before officially cutting over to the new system (go-live).

Transition (Cutover)

The Clarity team shall create a final deployment (transition/cutover) checklist that shall include expected transition activities and related schedule. Activities shall include Organizational Change Management key events, as defined in the OCM section of this document, to ensure that all internal and external users are fully aware of the transition and "what to expect." The final deployment (transition/cutover) checklist shall be reviewed and approved by the County prior to Go-Live. The Clarity team shall also provide the updated UAT Bug/Discrepancy Log showing that all reported bugs/discrepancies have been fixed. The Clarity team and the County shall come to a common agreement and go forward plan for this list. The result of this list shall lead to the close of the project. Once the County has approved the transition/cutover, the Clarity team shall work with the County to ensure the websites are working as expected on the production environment and shall update the domain name server(s) (DNS) records as necessary to sunset the current County websites. DNS servers will be hosted within AWS and managed by the Clarity team.

Go-live Support and Configuration Guarantees

The Clarity team shall provide two onsite resources available to answer questions, assist end users, survey the floor and address any issues. The Clarity team onsite resources shall be available for rollout support for five (5) business days after go-live.

All defects, bugs or discrepancies identified and reported during the first 30 days after go-live should be addressed via the Bug/Discrepancy Fixing procedure and not as support and maintenance. After the first 30 days after go live, Support and Maintenance Section of this document shall go into effect. If it is discovered that any defects, bugs or discrepancies were caused by County personnel, Clarity shall invoice the County for work performed at the hourly rates defined in the Support and Maintenance section. The Clarity team shall remediate issues identified by the County during its annual penetration test, resulting from defective configuration work performed by the Clarity team, for up to two annual penetration tests.

Deliverables – Knowledge Transfer, Training and Transition

The Clarity team is responsible for developing all the Deliverables with County assistance where and as reasonably necessary or defined herein.

Cook County is responsible for reviewing and formally approving each deliverable unless otherwise noted.

Key Activity	Expected Deliverable(s) – Approver	Acceptance Criteria
<ol style="list-style-type: none"> 1. Informal knowledge transfer 2. Training planning 3. Transition planning 4. Go-live onsite support 	<ol style="list-style-type: none"> 1. Training Plan – County PM 2. Level One Support Script – County PM 3. Quick Reference Guide for Administrators – County PM 4. Quick Reference Guide for Content Producers – County PM 5. All other training materials (syllabus, agendas, exercises, etc.) – County PM 6. Training Delivered (Trainees Signoff Forms) – County PM <ol style="list-style-type: none"> a. SME b. Administrators c. Content Producers Training - In-Class training for 80 resources 7. Online workshops and Video Tutorials (Adobe Connect, or available tool) – County PM 8. Final Transition/cutover checklist – County PM 9. Updated Bug/Discrepancy Log – County PM 10. Backup and Recovery Plan/Procedures – County PM 11. Incident Response Plan- County PM 12. Crisis Management Procedure – County PM 13. Transition to Production Approval OOTP– County PM 14. Transition to Production Approval BOR – County PM 15. BOR redesigned website up and running (Production) – County PM 16. OOTP redesigned website up and running (Production) – County PM 17. On-site support during go-live delivered – County PM 	<p>Deliverable Acceptance Form per Deliverable or list of deliverables. The Acceptance form must describe what is being delivered.</p> <p>The BOR and BOT shall Signoff to approve Payment</p>

Support and Maintenance

The Clarity team shall provide the following post-implementation support and maintenance:

1. Hosting Support including Amazon Business;

2. Application Support and Maintenance;
3. On-Demand Services.

The Clarity team shall leverage the County's AWS account to manage the County's hosted environment, thus allowing the County real-time security access to online dashboards, AWS management console and other self-serve tools.

Hosting Support Services

Hosting Support shall be provided via the Turing Group AWS Hosting Services and shall include the following:

- 1) 24x7/365 Network Operations Center (NOC);
- 2) Management of AWS related services (EC2, RDS, etc.);
- 3) Basic monitoring 300-second intervals;
- 4) Communication to Cook County about incident(s) and action taken/to be taken as defined by the support service levels define herein;
- 5) Backup, replication, and recovery (See the Backup and Recovery Section of this SOW);
- 6) Operating system support;
- 7) Dedicated service ticket manager;
- 8) Security updates and patches;
- 9) DNS hosting and management services.

Other Turing Group Infrastructure Support for Amazon EC2 in this contract includes, but is not limited to:

1	Creating and management of Amazon EC2 accounts and associated billing
2	Consulting and advice on Amazon EC2 design and best practices
3	Monitoring of all EC2 instances and services
4	EBS volume provisioning, expansion and management
5	Configuration of Amazon networking services such as VPC, VPN, Route53 and Security Groups
6	Instance creation/shutdown and life cycle management
7	Act as primary support contact and liaison between client and Amazon for all Amazon related services hosted by Turing Group
8	Create and Maintain daily snapshots of all Volumes identified as critical
9	Managing clients reserved instance inventory to maximize cost savings
10	Configure, maintain Route53, S3, CloudFront and Elastic Load Balancers as needed
11	Basic changes such as DNS and Elastic IP updates
112	Creating and management of any script used to automate, control or modify the Amazon EC2 environment
13	Manage and work around possible Amazon EC2 outages
14	All operating system related tasks associated with running in the Amazon EC2 environment
15	24 x 7 Incidence Response
16	Manage all supported related interaction with Amazon Business support

Application Support Services

The Clarity team has included optional ongoing annual support and maintenance hours (time and materials based) to provide the following services:

1. Level 2+ Application Support;
2. Product upgrades, patches and fixes that may not be covered by the Hosting Support option;
3. Adding new site sections/pages;
4. Search Engine Marketing;
5. Content Strategy;
6. Graphic Design;
7. Theming;
8. Troubleshoot hosting/bandwidth issues;
9. Mobile site development;
10. UX Design;
11. Newsletter Marketing;
12. Support social media;
13. Facilitate User Testing;
14. Content Marketing;

15. Conduct Analytics;
16. Software Testing;
17. Content Authoring and/or Technical Writing.

If application support is not needed, the County can elect not to consume these support services and thus they shall not be billed. These services shall be invoiced at the negotiated rate of \$130/hour with the exception of rates for **content authoring and/or technical writing** which shall be invoiced at the negotiated rate of \$75.00.

Unused hours may rollover to the next year and the Clarity team shall only invoice for services rendered under this type of support.

Only authorized resources shall request Application Support services, and requests must be in writing.

The Clarity team shall then submit the following information:

1. Service request details;
2. Goals and objectives;
3. Expected milestones and deliverables;
4. Estimated timeline to completion;
5. Estimated number of hours;
6. Cost per deliverable.

Only authorized County resources may approve the request for services.

Cook County is not obligated to use any of the 430 hours per year allocated for these services.

On-Demand Services

The Clarity team shall provide on-demand Support Services as requested by Cook County. These services may include any work to support web application development and content management.

If on-demand support is not needed, the County can elect not to consume these support services and thus shall not be billed. These services shall be invoiced at the negotiated rate of \$130/hr.

Unused hours may rollover to the next year and the Clarity team shall only invoice for services rendered under this type of support. Cook County is not obligated to use any of the 325 hours per year allocated for these services.

Only authorized resources shall request On-Demand Support services, and request must be in writing.

Only authorized resources shall request Application Support services, and requests must be in writing.

The Clarity team shall then submit the following information:

1. Service request details;
2. Goals and objectives;
3. Expected milestones and deliverables;
4. Estimated timeline to completion;
5. Estimated number of hours;
6. Cost per deliverable.

Only authorized County resources may approve the request for services.

Help Desk Information

Contacting Support

During normal business hours (Monday through Friday, 9:00 a.m. to 5:00 p.m.):

- 1) County shall contact Clarity at 312-920-0550 and let the operator know you are reporting an issue in regards to the County website
- 2) Clarity shall work with the County to classify the request (application or hosting), assign severity, and when applicable issue a support ticket

- 3) Clarity shall involve pertinent County resources with appropriate Clarity, Duo, and/or Turing staff to resolve the issue

During non-business hours:

- 1) County shall contact Turing at 866-960-9123 or email support@turinggroup.com and let the operator know you are reporting an issue in regards to the County website
- 2) Turing shall work with the County to classify the request (application or hosting), assign severity, and when applicable issue a support ticket

The website shall be available 99.95% outside of scheduled maintenance hours.

The Clarity team shall involve the appropriate Clarity, Duo, and/or Turing staff to resolve issues, and provide timely communication to County and request assistance as needed.

Troubleshooting

At a minimum, the County may be asked the following when contacting Support. This information shall be used to determine issue severity and prioritization:

1. What environment is this incident happening?
2. Where is the issue happening?
3. Did you receive an error message of any kind?
4. Is this the first time this incident has occurred?
5. What were you attempting to do when you received the issue (step-by-step)?
6. Can you replicate this issue every time or is it sporadic?
7. Are you aware of others experiencing the same issue?
8. Have any troubleshooting steps already been taken?

Software Version Upgrades

The Clarity team shall utilize the free and open source Git as its versioning source control system. The Clarity team shall contact the County when a system software upgrade is available or necessary. The County and Clarity team will determine if and when any upgrades are necessary. The system will only be upgraded with written approval from the County.

Resolution

After gathering Support information, the Clarity technician shall enter it into the incident log/report along with any relevant files/screenshots. Follow-up and update communication by phone or email shall be disseminated based on the severity of the incident (see Support Service Levels).

The Clarity team shall send updates of any open issue tickets to the County resource which submitted the ticket. Summary-level reports shall be available by request. These updates/reports shall include a description of the incident, the severity, and the current status.

Once an issue has been closed, a notification shall be emailed to the County resource which submitted the ticket.

Support Service Levels

The Clarity team and the County shall determine the condition of each issue or request and assign a priority level accordingly. The description and associated response times are as follows:

1. Critical: Complete failure of the system. This includes severe slowdowns of productivity or throughput that are tantamount to a site-down scenario. The Clarity team shall respond by telephone or email within thirty (30) minutes and assign the appropriate resource within one (1) hour. Clarity shall resolve the issue in less than two (2) hours for a complete site down scenario;

2. High: Serious failure of software/hardware component, which does not result in complete system failure, but does significantly impact productivity and/or throughput. The Clarity team shall respond by telephone or email within one (1) hour. The Clarity team shall assign resources within one (2) hours. Clarity shall resolve the issue within one (1) business day;
3. Medium: Recurrent problem, which affects productivity or the throughput of the system. The Clarity team shall respond by telephone or email within four (4) **business** hours. The Clarity team shall assign the appropriate resources within twenty-four (24) hours; Communication about expected resolution shall occur within forty-eight (48) hours;
4. Low: Cosmetic errors not impacting production, requests for enhancements, or on-demand services. The Clarity team shall respond by telephone or email within twenty-four (24) **business** hours; The Clarity team shall assign the appropriate resources within forty-eight (48) hours; Communication about expected resolution shall occur within seventy-two (72) hours;
5. As issues may be caused by factors external to the Clarity team (such as third party software, hardware, bandwidth, and customer actions.), the Clarity team is unable to guarantee a time to resolution.

Crisis Management Procedure

Crisis (management procedure) refers to events or incidents that would likely require the restoring of the system, its configuration and/or databases, but may also include website performance issues that may affect productivity.

The Clarity team shall document in its backup and recovery plan examples of crisis events, and the authorized County staff that shall invoke system and/or data recovery.

The Clarity team shall adhere to the following Crisis Management Procedure:

1. Cook County authorized resource makes a call that may require the restoring of systems, system configurations and /or databases. The names of these authorized resources shall be formally documented and communicated to all key stakeholders; **Or**
2. The Clarity team, as part of its monitoring tasks identifies an incident, calls the County's authorized user(s) to report the incident and recommended course of action. The authorized County resources shall be formally documented and communicated to all key stakeholders. See the **Incident Response Section** in this document for applicable communications expectations.
3. The Clarity team shall open an issue ticket and assign a priority level as defined in the section above.

Escalation List

Shall the County suspect the need to restore the websites, configurations and/or databases, it shall adhere to the following escalation list.

Contact Order	Name	Title	Contact info
1 st	During Normal Business Hours	N/A	312-920-0550 support@claritypartners.com
1st	After Normal Business Hours Support Desk	N/A	866-960-9123 Email: support@turinggroup.com
2nd	Jonathan Macalinga	Support Desk Engineer	Direct: 224-567-5801 Cell: 773-398-9928 Email: jonathan@turinggroup.com

3rd	Eric Dynowski	CEO	Direct: 312-488-4683 Cell: 773-991-5531 Email: Eric@turinggroup.com
4th	Brendan Caulfield	COO	Direct: 312-488-4689 Cell: 312-981-9795 Email: Brendan@turinggroup.com

Security Incident Response

Maintenance of Clarity team's Incident Response Plan.

- a. The Clarity team shall update the incident response policy on a yearly basis.
- b. Amazon updates its Incident Response Policy periodically online at amazon.com.
- c. Amazon is in conformance with the Illinois Personal Information Protection Act and the breach notification laws of the fifty states;
- d. The Clarity team shall grant Cook County's rights of review, approval and reasonable modification to its incident response plan;
- e. The Clarity team shall promptly notify and email the County reports on the nature of incidents and identified data lost or stolen;
- f. The Clarity team shall promptly notify the County in writing of any security incidents and data breaches in alignment with the following requirements. For all security incidents and data breaches of which Clarity is aware, the Clarity team shall:
 - i. Immediately notify the County of incidents and breaches;
 - ii. Identify immediate plan of action to mitigate further incident progression;
 - iii. For any data breaches that Clarity's acts or omissions cause, it shall also work with the County within reason to provide outbound and inbound incident-related communications.

The names of authorized County resources that shall be informed about incidents shall be formally documented and communicated to all key stakeholders.

Security on the site shall be actively monitored. If a security incident occurs on the production site, the Clarity team shall follow the communication procedures outlined in the Crisis Management Procedure section to keep the County informed. Mitigation procedures depend on the nature of the incident, but may involve data, code and/or hosting rollbacks/failovers as indicated in the Backup and Recovery Strategy section.

Support Reporting

The Clarity team shall provide a quarterly report indicating consumption of Application and On-Demand hours. This report shall include hourly consumed, remaining hours for the ongoing year, unused hours for the prior year, applicable and applied performance credits. In addition, the Clarity team shall update the consumption report every time services are rendered. An up-to-date consumption report shall be provided with every invoice.

The Clarity team shall provide a biannual report (log) of issues/incidents response times and resolution times and applicable performance credits. The Clarity team will provide access to its support portal.

Deliverables – Support and Maintenance

The Clarity team is responsible for developing all the Deliverables.

Cook County is responsible for reviewing and formally approving each deliverable unless otherwise noted.

Key Activity	Expected Deliverable(s) – Approver	Acceptance Criteria
Ongoing support 1. Hosting Support 2. On-Demand Support 3. Application Support	1. Quarterly Consumption Report: - BOT Representative <ol style="list-style-type: none"> a. Application Support b. On-Demand Support c. Incident Report – as needed 2. Biannual Hosting Support Report (Log) –including incidents summary – BOT Representative 3. Monthly tests results of backups including a restore of the Drupal file system root and MySQL databases – BOT Representative 4. Quarterly test results of failover capability between availability zones – BOT Representative 5. Annual Report/results of annual backups and test – BOT Representative	Deliverable Acceptance Form per Deliverable or list of deliverables. The Acceptance form must describe what is being delivered. The BOR and BOT shall Signoff to approve Payment

Contract Performance Review and Acceptance

The Clarity team shall deliver (post to SharePoint) all final documents prior to final project acceptance, including but not limited to the following close-out documents:

1. Report listing all provided documentation, last updates and location of electronic files (Cook County SharePoint site is the required location);
2. Updated System Build Doc and the Website Configuration Management Plan including backup and recovery sections;
3. UAT signed forms (captured through the process);
4. Lessons Learned Report;
5. Issues/bugs Final Status Report;
6. Traceability (TRM) report to SRM;
7. Declaration of Satisfaction Form.

Close out dates and required attendance

The Clarity team shall schedule and coordinate a closeout meeting with BOR and BOT approximately two to three months post go-live date to assess the state of the websites to ensure everything is functioning as expected, and address any outstanding or discovered issues (issues discovered and reported after go-live) and discuss lessons learned.

Final Website Implementation Lessons Learned

Following final website implementation, the Clarity team shall conduct, in concert with the Cook County Project Team, a final Project Implementation Lessons Learned session. Each project team (the Clarity team and Cook County) shall perform their individual assessments by completing a lessons-learned document (see the Exhibit Section for the County’s Lessons Learned Document. The Clarity team shall collate all responses and bring all resources together to create one final document, agreed upon by all parties. It is expected that this document shall contain objective feedback from all parties, including feedback around the following criteria.

1. Strategies and Processes that led to Success.
Criteria that may be considered during this section include how communication was handled (effectively, discussion of issue escalation, risk identification), if major problems were found and/or prevented; were technical and business needs met; were all resources available for continued team success.
2. Areas of Potential Improvement
What were the pieces that could have worked better? Again, different project aspects such as communication, team participation, resource availability, and overall project management shall be reviewed here. All criteria are to be determined by the team, based on feedback.
3. Project Close-Out Discussion
During this discussion, the biggest successes (top three) shall be identified, as well as the factors that promoted the success. If there are other successes that the team would like to highlight, they can be brought up at this time.
4. Potential improvement, along with high-impact improvement strategies shall be discussed. For example, if there was confusion around each team member’s role and responsibility, this would be discussed, along with the best way to handle that issue and avoid it in the future.

Once reviewed and discussed by the project team, sign off shall be required by appropriate parties, and included as part of the final documentation for the project.

Declaration of Satisfaction Form and Project Performance

The Clarity team shall develop a “Project – Final Acceptance Form” as part of its project closeout and final customer acceptance process. The Final Acceptance Form shall outline the overall project and lists the overall project acceptance criteria, outlined at project initiation. Should the acceptance criteria change (as agreed upon by both parties), the Final Acceptance Form would correspondingly be updated.

Completed after final rollout, The Acceptance Criteria section shall also outline specific areas that both parties would like to call out, for example the testing process, training, or system issues. The comments section shall provide an opportunity for both parties to add additional commentary as needed. Approval shall be required by all identified project participants/stakeholders.

The Clarity Team shall adhere to Performance Review expectations as follows:

Contract Performance Review Item	Description of acceptance criteria	Acceptance via
1. Project Goals and Objectives:		
a. Define an effective website communications and service delivery	Criteria shall be further refined during the implementation. The strategy should at minimum define	Acceptance Form signed (or email approved) by PM and Project Sponsor.

strategy;	ways to effectively communicate to wider audiences and attract users that have not previously leverage the County websites. The baseline shall be established at the onset of the project using the current state websites (analytics). Leverage high traffic sites to attract audiences to new look and feel.	
b. Define website communications and service delivery governance;	Governance Plan is easy to enact, simple, accessible, and adaptable.	Acceptance Form signed (or email approved) by PM.
c. Improve service delivery;	Criteria shall be further refined during the implementation. Current service delivery levels and tracking should be established at the onset of the project and measured post go-live in the new environment to track improvement.	Acceptance Form signed (or email approved) by PM.
d. Communicate services effectively;	Criteria shall be further refined during the implementation. Measurements of the current effectiveness of communication about available services should be established at the onset of the project and measured post go-live in the new environment to track improvement.	Acceptance Form signed (or email approved) by PM.
e. Increase website use by the community;	Criteria shall be further refined during the implementation. Measurements of the current analytics should be used to establish a baseline at the onset of the project and measured post go-live in the new environment to track improvement.	Acceptance Form signed (or email approved) by PM.
f. Increase two-way interaction with the community;	Criteria shall be further refined during the implementation to determine current state baseline and alignment with Governance and communications long-term strategy.	Acceptance Form signed (or email approved) by PM.
g. Protect private information;	Websites are built following strict security standards. Security configurations and tools shall be documented in the Build Doc or the Website Configuration Management Document and set into Governance.	Acceptance Form signed (or email approved) by PM.
h. Provide secure data	Websites are built following strict	Acceptance Form signed (or email

exchange.	security standards. Security configurations and tools shall be documented in the Build Doc or the Website Configuration Management Document and set into Governance.	approved) by PM.
2. System Reliability	System architecture shall support automatic load balancing, mirroring, and automatic failover to backup location.	Acceptance Form signed by PM and Director of Application Development (or emailed approved)
3. System Scalability	Initial design efforts shall be available to create new/additional site instances within the platform.	Acceptance Form signed by PM and Director of Application Development (or emailed approved)
4. System Functionality	System requirements traceability to implemented functionality, using the SRM and the TRM as the basis for PM review.	Acceptance Form signed by PM (or emailed approved)
5. System Transition/Cutover	The Clarity team shall submit a Final Acceptance Forms for all accepted deliverables – as accepted and signed at each phase.	Final Acceptance Forms (BOR and OOTP) signed by the PM.
6. Budget and Schedule	Key deliverables were executed on time and on budget as defined in the SOW. Project costs were contained around (+-5%) the originally agreed amount. Variance to schedule was within +/- 5% of schedule for completion. Should the County team identify scope changes, the County shall take into consideration approved Amendments and modifications in the evaluation of this performance metric (See Contract Change Management process). A final report shall be presented for signoff.	Project – Final Acceptance Form signed by PM

Schedule of Performance Credits for failing to meet SLAs and project milestones

The Clarity team shall provide a monthly report during implementation and a quarterly report after Go Live for the life of the contract. The report shall document the Clarity team's performance measures towards the following Service Requirements. Failure to provide this report is deemed a service level violation. In the event that the Clarity team fails to meet the service level requirement outlined below, it shall investigate the root cause to determine if any trends exist. If any trends exist, it shall create a corrective plan of action. The Clarity team shall present the County with the data on such trends, a copy of the corrective plan of action and regular updates on the success of the plan of action.

For the purposes of the helpdesk SLAs a "Failure to Respond" occurs when the Clarity team is in receipt of a service ticket and the Clarity team fails to respond to the County within the timeframe defined in the SLA. The Clarity team receipt of the service ticket shall be at step 1 in the helpdesk process. The Clarity team response to the service ticket shall be the initial contact the helpdesk has with the County. The elapsed time between these two (2) events represents the response time.

Helpdesk and other response credits due to the County shall be applied on the following monthly invoice. If the County is entitled to two separate credits, the credits shall be independent from each other. Credits shall be itemized in the appropriate reports to ensure full transparency. For example, if the County is entitled to two \$500.00 credits (Vendor's failure to meet number 3 and 4 below), the two credits are from the base monthly amount and thus the County shall receive two credits in the amount of \$1,000.00. In no case shall a combination of monthly credits for Service Requirements 3 – 6 above amount to more than \$1,000.

The service level agreements (SLAs) and corresponding credits below and throughout this Agreement do not limit the County's available remedies for a material breach of this Agreement. For each of the below SLAs: (1) measurements are monthly during implementation and quarterly after go-live, (2) the Clarity team shall affirmatively monitor for SLA compliance and notify the County of SLA violations, and (3) the Clarity team shall give the County sufficient data to validate SLA compliance and calculation of credits.

The penalties listed below shall not limit the rights of the County in the event of a material breach of Clarity's obligations under this Agreement. Where a credit is due under this section, the County may in its discretion: withhold such amount from any pending invoice to Clarity, withhold such amount from a future invoice to Clarity, or require an affirmative payment of such amount from Clarity.

<p>1. The Clarity Team completion of "deliverables."</p>	<p>The Clarity Team shall provide all identified deliverables in a reasonably timely manner in accordance with the current, mutually agreed upon Project Plan and accepted by the appropriate (identified) County representative with such acceptance not to be unreasonably withheld.</p>	<p>For any deliverable that is not delivered in accordance with the defined acceptance criteria and in a reasonably timely manner by the Clarity team, then the Clarity team shall either reduce the price of said deliverable by 25% or credit the County's account 25% of the price of the deliverable if the County has already paid for said deliverable. This credit shall not apply where any such failure to deliver a deliverable in a reasonably timely manner is caused in whole or in part by any party other than the Clarity team.</p>
<p>2. The Clarity team ensures that the website is available 99.95%</p>	<p>Website is available 99.95% of the time. Specifically excluded from the availability percentage</p>	<p>For a failure of this service level for reasons directly in Clarity's control and not for: (i) reasons</p>

	<p>calculation provided herein are:</p> <p>(i) Planned Maintenance (defined below); (ii) voluntary down periods initiated by the County in writing; (iii) down periods due to Force Majeure Events provided however that both Parties agree that a Force Majeure Event occurred; (iv) issues associated with County provided hardware, software, and other equipment where, but for the issues associated with the County provided hardware, software, and other equipment, the downtime would not have occurred provided that Clarity can substantiate “but for” causation to the County’s reasonable satisfaction; (v) issues associated with data uploaded to the website by the County or its users; (vi) down periods resulting from an unapproved hack or denial of service attack initiated by a County administrative user or other user authorized by the County; and (vii) changes to AWS not routed through the Clarity team.</p>	<p>in AWS’ control or (ii) for reasons related to the Internet generally, or (iii) for denial of service or other targeted attacks, it shall credit the County’s account \$1,500.00 for any one percent that the website’s availability fails to meet its 99.95% SLA (e.g., 98.95% = \$1,500; 97.95% = \$3,000; up to a maximum penalty of \$7,500 in a given period.)</p>
<p>3. The Clarity team helpdesk response time shall be at or below the response times listed as Critical 95% of the time in any given month.</p>	<p>The Clarity team shall respond by telephone or email within 15 minutes and assign the appropriate resource with one (1) hour. Resolution shall occur in less than two (2) hours; If Customer agrees, the response time may be later, but in no event later than twenty-four (24) hours.</p>	<p>For any month that the Clarity team fails to respond and meet this service level, it shall credit the County’s account \$500.00.</p>
<p>4. Clarity team helpdesk response time shall be at or below the response times listed as High 95% of the time in any given month.</p>	<p>The Clarity team shall provide thirty (30) minutes telephone response. The Clarity team shall assign the appropriate resources within one (1) hour. Resolution shall occur in less</p>	<p>For any month that the Clarity team fails to respond and meet this service level, it shall credit the County’s account \$500.00.</p>

	than three (3) hours;	
5. The Clarity Team helpdesk response time shall be at or below the response times listed as Medium 95% of the time in any given month.	The Clarity team shall respond by telephone or email within four (4) business hours. The Clarity team shall assign the appropriate resources within twenty-four (24) hours; Communication about expected resolution shall occur within forty-eight (48) hours;	For any month that the Clarity team fails to respond and meet this service level, it shall credit the County's account \$500.00.
6. The Clarity Team helpdesk response time shall be at or below the response times listed as Low 95% of the time in any given month.	The Clarity team shall respond by telephone or email within twenty-four (24) business hours; The Clarity team shall assign the appropriate resources within forty-eight (48) hours; Communication about expected resolution shall occur within seventy-two (72) hours;	For any month that the Clarity team fails to respond and meet this service level, it shall credit the County's account \$500.00.

Planned Maintenance – Clarity reserves the right to perform regularly scheduled maintenance from midnight to 3:00 a.m. (U.S. Central Time) (“Planned Maintenance”). Maintenance that occurs outside of this time frame will not be considered Planned Maintenance for purposes of calculating uptime, unless agreed to in advance by the County. This maintenance may prevent the System from being accessed or used by Users during this time period. Planned Maintenance shall also include agreed upon maintenance periods for new releases, new versions, migrations, and other major maintenance events mutually agreed to by the Parties in advance. Planned Maintenance will be announced not less than 24 hours in advance to the County contact person via email.

Deliverables – Contract Performance

The Clarity team is responsible for developing all the Deliverables with County assistance where and as reasonably necessary or defined herein.

Cook County is responsible for reviewing and formally approving each deliverable unless otherwise noted.

Key Activity	Expected Deliverable(s) – Approver	Acceptance Criteria
<ol style="list-style-type: none"> Finalize and post all key documentation to SharePoint Schedule close out date Report Performance Prepare lessons learned 	<ol style="list-style-type: none"> All Final (up to date) key Documentation – County PM Declaration of Satisfaction and Project Performance Form – County PM Lessons learned document – County PM Monthly Performance Report during implementation Quarterly Performance Report post implementation 	<p>Deliverable Acceptance Form per Deliverable or list of deliverables. The Acceptance form must describe what is being delivered. The BOR and BOT shall Signoff to approve Payment</p>

Key Personnel

The Clarity team shall lead the project with Duo and Turing working under the direction of Clarity's project manager.

The Clarity team shall at minimum allocate the following resources to the project:

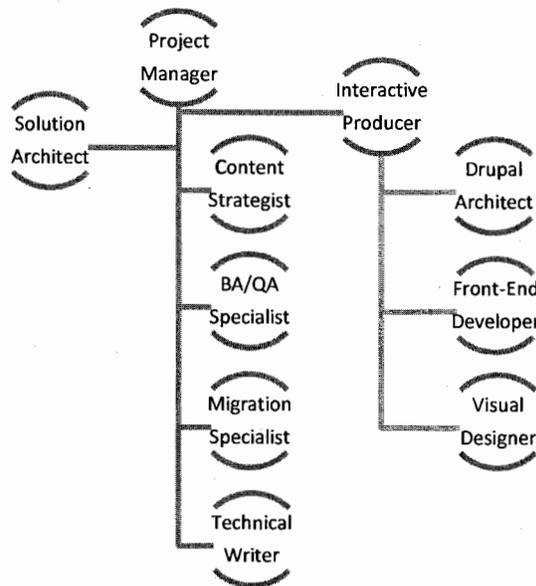
1. PM: Project Manager;
2. BA: Business Analyst and Quality Assurance Specialist;
3. CS: Content Strategist;
4. MS: Migration Specialist;
5. IP: Interactive Producer;
6. DA: Drupal Architect;
7. FED: Front-End Developer;
8. VD: Visual Designer.

Partners

The Clarity team is composed of the following firms:

Clarity Partners (prime)	Duo Consulting (subcontractor)	Turing Group (subcontractor)
IT Management, Governance, Branding, Maintenance and	Website Design and Drupal CMS Development	Cloud Hosting (Amazon Web Services)

Team Chart



Clarity Team Roles and Responsibilities

The Clarity team shall fulfill the project roles and responsibilities described in the following table.

Project Role	Acronym	Responsibilities
1. Project Manager	PM	Responsible for the management, planning, controlling, execution, and closing of the project
2. Content Strategist (SME)	CS	Website content subject matter expert Completes analysis, assessment, workshops, training, and documentation Responsible for Data Governance and Branding Strategy Leads content migration with assistance from the Migration Specialist
3. Business Analyst and Quality Assurance Specialist	BA/QA	Responsible for business and technical analysis, requirements gathering, testing, quality assurance, test plan creation, and integration testing
4. Migration Specialist	MS	Responsible for migration of all website content from the existing websites to the new websites
5. Interactive Producer	IP	Captures and documents agreed upon website creative business objectives, provides development timelines, leads creative team through the creation of the website user experience requirements and responsive design Oversees web standards and accessibility compliance
6. Drupal Architect	DA	Develops the content model, makes decisions regarding module choices, and directs other developers regarding project coding methodology and implementation Responsible for database design and development, CMS back-end architecture, and programming.
7. Front-End Developer	FED	Through the Discovery and requirements gathering process, develops the information architecture of the site, including sitemap and wireframes Responsible for all front-end development Works with the Drupal Architect to configure the CMS
8. Visual Designer	VD	Guides client stakeholders through visual creative choices and provides graphical options from which to choose Implements visual graphic design via HTML5 and CSS within the Drupal template framework Designates and implements breakpoints to ensure the site is responsive
9. Solution Architect	SA	Works with the Drupal Architect to setup and configure environments. Responsible for setup and support of AWS hosting.
10. Technical Writer	TW	Completes web and graphic design Works with the Content Strategist to provide subject matter expertise for website copy (text) Responsible for editing public-facing website content with assistance from the County

County Team Roles and Responsibilities

The County shall assign the following resources to this project. The County has the ability to reassign roles and responsibilities to other resources and will provide Clarity of notice to such reassignment of roles and responsibilities.

Title	Project Role	Responsibilities
1. Chief Information Officer	Executive Project Sponsor, Bureau of Technology	<ul style="list-style-type: none"> a. Ultimately responsible for securing spending authority and resources for the project b. Acts as a vocal and visible champion c. Legitimizes the project's goals and objectives d. Keeps abreast of major project activities e. Ultimate decision-maker for the project f. Provides support for all County resources g. Has final approval of all scope changes h. Signs off on approvals to proceed to each succeeding project phase i. May elect to delegate some of the above responsibilities to the County Project Owner and/or County Project Director j. Chairs the Executive Steering Committee
2. Director of Application Development and Management	County Project Owner	<ul style="list-style-type: none"> a. Securing spending authority and County resources for the project b. Vocal and visible champion c. Legitimizes the project's goals and objectives d. Keeps abreast of major project activities e. Ultimate County decision-maker for the project f. Approves scope changes g. Signs off on major deliverables h. Signs off on approvals to proceed to each succeeding project phase i. May elect to delegate some of the above responsibilities to the County Project Owner and/or County Project Director
3. Chief Deputy Commissioner	Board of Review Designated Representative (Project Owner)	<ul style="list-style-type: none"> a. Approves scope changes for the Board of Review b. Signs off on major deliverables for the Board of Review c. Signs off on approvals to proceed to each succeeding project phase for the Board of Review d. Vocal and visible champion e. Legitimizes the project's goals and objectives f. Keeps abreast of major project activities
4. TBD	Executive Steering Committee Members	<ul style="list-style-type: none"> a. Informed about project oversight and control Acts individually and collectively as a vocal and visible project champion May approve project deliverables, when requested by the County Project Owner Helps resolve issues and policy decisions, approve scope changes, and provide direction and guidance to the project Attends Executive Steering Committee meetings
5. Communications Director, President's Office	Project Director, OUTP	<ul style="list-style-type: none"> a. Collaborates with the Project Owner to ensure that work is in alignment with goals, objectives and tactics Securing spending authority and County resources for the project Vocal and visible champion Legitimizes the project's goals and objectives Keeps abreast of major project activities

Title	Project Role	Responsibilities
6. Project Manager	County Implementation Project Manager	<ul style="list-style-type: none"> a. Project management of County resources Obtains all content for website Project liaison between client and customer Works collaboratively with the Clarity Project Manager Assists with resolving issues, problems, and policy conflicts Removes obstacles Active in planning the scope Manages review and approvals of scope changes Signs off on major deliverables and invoice payment Signs off on approvals to proceed to each succeeding project phase
7. Project SME/Admins	Web Masters/ Admins/ Internet Project Manager	<ul style="list-style-type: none"> a. Work in collaboration with Clarity's Drupal resources Review and advise Design validation Review and advise Design style guide Review and advise graphic and web design Participate in QA/testing Content migration review

Pricing

Summary

- A. Professional (Implementation) Services = \$594,449
- B. Hosting (Gov Cloud) = \$210,180
- C. Support and Maintenance = \$430,025
- D. Software = \$10,625
- E. **Grand Total (5 Year Contract) = \$1,245,279**

Category	Annual Cost							Total
	Nov to Dec 2014	2015	2016	2017	2018	Jan to Sep 2019		
Total Professional Services	\$ 174,655	\$ 419,794	\$ -	\$ -	\$ -	\$ -	\$ 594,449	
Implementation Services	\$ 174,655	\$ 419,794						
Hosting (Gov Cloud)	\$ 7,125	\$ 42,748	\$ 42,748	\$ 42,748	\$ 42,748	\$ 32,061	\$ 210,180	
Hosting Fees	\$ 5,278	\$ 31,665	\$ 31,665	\$ 31,665	\$ 31,665	\$ 23,749		
Hosting Management Fees	\$ 1,848	\$ 11,083	\$ 11,083	\$ 11,083	\$ 11,083	\$ 8,312		
Support and Maintenance	\$ 5,950	\$ 35,364	\$ 103,389	\$ 103,389	\$ 103,389	\$ 78,542	\$ 430,025	
Standard Annual Support (assumes prorated fees for the 1st and last year of the contract)	\$ -	\$ 14,000	\$ 56,000	\$ 56,000	\$ 56,000	\$ 42,000		
On-demand services (invoiced only if services are rendered)	\$ -	\$ 11,514	\$ 43,389	\$ 43,389	\$ 43,389	\$ 32,542		
Existing site support	\$ 1,950	\$ 5,850	\$ -	\$ -	\$ -	\$ -		
Backup Recovery Annual Test	\$ 4,000	\$ 4,000	\$ 4,000	\$ 4,000	\$ 4,000	\$ 4,000		
Software	\$ -	\$ 1,250	\$ 2,500	\$ 2,500	\$ 2,500	\$ 1,875	\$ 10,625	
Acquia Subscription Based (Annual - assumes prorated fees for the 1st and last year of the contract)	\$ -	\$ 1,250	\$ 2,500	\$ 2,500	\$ 2,500	\$ 1,875		
Grand Total (5 Year Contract)							\$ 1,245,279	

For all services within this SOW, the County reserves its right of termination for convenience. Any characterization of optional services shall not imply that such right of the County is limited.

Support and Maintenance Pricing Details

Support and Maintenance items 2.001 and 2.002 are on-demand. The County is not obligated to consume on-demand support services. See the Support and Maintenance Section of this document for details.

ID	Item	Description	Unit of Measure	Cost per Unit	Quantity	Estimated Monthly Costs	Total Annual Cost	Total 2014 Cost	Total 2015 Cost
2.001	Ongoing Support and Maintenance	Post-Implementation support and maintenance years 2-5	Year	\$ 56,000.00	1	\$ 4,666.67	\$ 56,000.00	\$ -	\$ -
2.002	Support Services (may include on-demand, hosting, and application services in support of web content management services). These hours are not to be invoiced unless services are rendered. The County may not use these services unless deemed necessary. The County does not guarantee that these services will be utilized.	~325 hours per year at the average rate of \$130/hr. Except for Content Authoring and Writing which are billed at \$75/hr.	year	\$ 42,500.00	4	\$ 3,541.67	\$ 42,500.00	\$ -	\$ -
2.003	Existing Site support	Support for Old Sites - assumes 5 hours of support per month at \$130/hr	Hourly	\$ 130.00	5	\$ 650.00	\$ 7,800.00	\$ 1,950.00	\$ 5,850.00
2.004	Annual Disaster Recovery Test	Annual test of backup recovery - performed every.	Year	\$ 4,000.00	6	n/a	\$ 4,000.00	\$ 4,000.00	\$ 4,000.00
Support and Maintenance Total							\$ 110,200.00	\$ 15,950.00	\$ 9,850.00

Hosting Pricing Details

Hosting services start in October 2014 or immediately after project kickoff. Old (existing) sites under the WordPress/IIS infrastructure must be migrated and hosted to AWS immediately after project kickoff in

October 2014. Old sites and hosting fees shall be discontinued immediately at redesign sites (new sites) go-live. The County shall only pay for the monthly hosting fees of the old sites up until discontinuation of said sites. The Following is a summary of Hosting and management fees for 2014, 2015 and 2016. 2016 represents normalized fees for a full year after transition.

				2014	2015	2016
	IIS/WordPress Hosting Fees			\$3,900	\$10,650.00	\$0
	Drupal Hosting Fees			\$0	\$14,359.17	\$26,111
	IIS/WordPress Hosting Management Fees			\$1,365	\$3,727.50	\$0
	Drupal Hosting Management Fees			\$0	\$5,025.71	\$9,139
			Total	\$5,265	\$28,736.67	

The billing and payment structure specified in Section 3.6 and in this section shall apply to all AWS accounts and services under this Agreement. When adding new accounts and/or services under this Agreement, the Clarity team shall work with the County to identify, scope-out and execute a Scope Change request following the process defined in this SOW if applicable. The County reserves the right to remove their accounts from the Clarity team’s account at their discretion immediately after written notice. Due to Service Level commitments, all changes to the AWS account must be routed through the Clarity team. Any changes that are not authorized by the Clarity team will make null and void any SLA’s or warranties that are affected by the unauthorized change.

All hosting services shall be managed by the Clarity team. The County shall pay actual usage-based hosting fees charged by AWS, a 35% management fee on a month-to-month basis, and any applicable setup fees for new services. All hosting fees including reserve Instance annual one-time fees shall be estimated and submitted to the County on the contract anniversary date. All other one-time management fees shall only be applicable to year one of this contract or new accounts if deemed necessary.

Clarity shall invoice the County for all setup, annual instance based fees, and associated management fees, 4 weeks after project kickoff. Monthly based fees will be billed at the end of the month that they are incurred.

1.1.1. AWS vs. Management Fees – IIS/WordPress and Drupal

AWS Fees derived from the AWS online Calculator. The AWS calculator presented in this section may be amended when, and only if, the County revises its hosting needs and/or Amazon changes its hosting fees.

	<i>ID</i>	<i>Item from AWS Calculator - DRUPAL</i>	<i>Amount</i>	<i>Total per Category</i>	<i>Total excluding one-time fee</i>
AWS Direct Fees	1	<i>Amazon EC Service (GovCloud-US)</i>		\$ 3,943.89	\$ 551.89
	2	Compute	\$ 169.85		
	3	EBS Volumes	\$ 144.00		
	4	EBS IOPS	\$ -		
	5	EBS Snapshots	\$ 180.00		
	6	Reserved Instance (One-time Fee)	\$ 3,392.00		
	7	Elastic Ips	\$ 14.64		
	8	Elastic LBs	\$ 41.00		
	9	Data Processed by Elastic LBs	\$ 2.40		
	10	<i>Amazon RDS Service (GovCloud-US)</i>		\$ 3,394.28	\$ 962.28
	11	DB instances	\$ 199.12		
	12	Reserved DB instances (one-time fee)	\$ 2,432.00		
	13	Storage	\$ 78.00		
	14	IOPS	\$ 685.16		
	15	<i>Amazon VPC Service (GovCloud-US)</i>		\$ 47.58	
	16	VPN connection:	\$ 47.58		
	17	AWS Data Transfer in		\$ -	
	18	AWS GovCloud (US) Region	\$ -		
	19	AWS Data Transfer out		\$ 100.75	
	20	AWS GovCloud (US) Region	\$ 100.75		
	21	<i>AWS Support (Business)</i>		\$ 748.65	\$ 166.25
	22	Support for all AWS Services:	\$ 166.25		
	23	Support for Reserved Instances (One-time fee)	\$ 582.40		
	24	<i>Total One-Time Payment - CAPEX*</i>	\$ 6,406.40		
	25	<i>Total Monthly Payment (without one time fees)</i>			\$ 1,828.75
	26	<i>Total Annual Fee (excluding one-time fee)</i>			\$ 21,945.00
	27	<i>AWS Annual fee (including One-time fee)</i>			\$ 28,351.40
Amazon Marketplace Fees	28	<i>Trustwave Open Source Firewall</i>		\$ 276.17	
	29	Open Source Firewall	\$ -		
	30	AWS Reserved Instance Fee	\$ 176.17		
	31	Trustwave Rule Set License	\$ 100.00		
	32	<i>Total Monthly Firewall Payment</i>			\$ 276.17
	33	<i>Total Annual Firewall Fee</i>			\$ 3,314.04
Totals with Management Fees	34	<i>TOTAL Amazon Annual Fees</i>			\$ 31,665.44
	35	Clarity Management Fees - 35% of all Amazon Fees (estimated above)			\$ 11,082.90
	36	<i>Annual Hosting Total Estimate</i>			\$ 42,748.34

Relational Database Service (RDS)

Elastic Block Storage (EBS)

*One time fees apply to every year the instance is reserved.

Software Pricing Details

Drupal is an open source software. Faceted Site Search shall be install in addition to Drupal and other open source modules listed in this document.

ID	Proposed Software Functionality (what does it do?)	Module Name	Unit of Measure	Cost per Unit	Estimated Monthly Costs	Quantity	Total Annual Cost	Estimated 2014 Cost	Estimated 2015 Cost
4.01	Faceted Site Search	Acquia Network, Pro Plus	Annual Subscription Fee	\$ 2,500.00	\$ 208.33	1	\$ 2,500.00	\$ -	\$ 1,250.00
Software Total							\$ 2,500.00	\$ -	\$ 1,250.00

Professional Services Pricing Details

All Professional (Implementation) Services under this Section 8.5 are fixed fee except for item 5.11 which covers optional/additional functionality that may be required by the County.

ID	Role	Description of activities that this resource will be performing per phase.	Skill Level	M/WBE Sub-Contractor	Hourly Rate - Final	Total Number of Hours - Final	Total project cost - Revised	Estimated 2014 Costs	Estimated 2015 Cost
5.01	Sr. Project Manager	Responsible for the management, planning, controlling, execution and closing of the project from the Discovery phase to completion.	III	Yes	\$ 145.00	872	\$ 126,440.00	\$ 41,725.20	\$ 84,714.80
5.02	Content Strategist (SME)	Website content subject matter expert. Completes analysis, assessment, workshops, training and documentation from Discovery to completion. Responsible for Data Governance and Branding Strategy.	III	Yes	\$ 120.00	447	\$ 53,640.00	\$ 13,410.00	\$ 40,230.00
5.03	Business Analyst and Quality Assurance Specialist	Responsible for analysis, requirements gathering, testing, quality assurance, and test plan creation from Discovery to completion.	II	Yes	\$ 105.00	646	\$ 67,830.00	\$ 16,957.50	\$ 50,872.50
5.04	Migration Specialist	Responsible for migration of all website content from the existing websites to the new websites during the Development and Testing phases of the project.	I	Yes	\$ 75.00	128	\$ 9,600.00	\$ 2,400.00	\$ 7,200.00
5.05	Interactive Producer	Captures and documents agreed upon website creative business objectives, provides development timelines, leads creative team through the creation of the website user experience requirements and responsive design.	III	No	\$ 145.00	482	\$ 69,890.00	\$ 17,472.50	\$ 52,417.50
5.06	Drupal Architect	Develops the content model, makes decisions regarding module choices, and directs other developers regarding project coding methodology and implementation.	III	No	\$ 150.00	395	\$ 59,250.00	\$ 14,812.50	\$ 44,437.50
5.07	Front-End Developer	Through the Discovery and requirements gathering process, develops the information architecture of the site, including sitemap and wireframes. Responsible for all front-end development during the Development and Prototype phase, through Testing/Configuration.	II	No	\$ 125.00	458	\$ 57,250.00	\$ 14,312.50	\$ 42,937.50
5.08	Visual Designer	Guides client stakeholders through visual creative choices and provides graphical options from which to choose. Implements visual graphic design via HTML5 and CSS within the Drupal template framework. Designates and implements breakpoints to ensure the site is	II	No	\$ 125.00	389	\$ 48,625.00	\$ 12,156.25	\$ 36,468.75
5.09	Turing AWS Architect	Design and implementation of AWS infrastructure with redundancy IIS, single for wordpress, site migration and open source firewall setup.	III	No		1	\$ 13,000.00	\$ 13,000.00	\$ -
5.10	Turing AWS Architect Front-End Developer/and others	Design and implementation of AWS infrastructure with redundancy. Post Implementation Support and Maintenance	III	No Yes		1 128	\$ 10,000.00 \$ 16,640.00	\$ 10,000.00	\$ - \$ 16,640.00
5.11	Front-End Developer/and others	Professional services to configure Optional (additional - see Professional Services P2)			\$ 58,500.00	1	\$ 58,500.00	\$ 19,305.00	\$ 39,195.00
Professional Services Total							\$ 590,665.00	\$ 175,551.45	\$ 415,113.55

Professional Services (additional components)

The table below describes professional services listed in line 5.11 above. Shall the County opt not to implement these modules, the County account shall be credited the corresponding amount.

Optional Drupal Module Configurations/Customizations		
ID	Deliverable	Cost Per Deliverable
6.01	Website Survey	\$600.00
6.02	Personalization	\$9,600.00
6.03	Popular Links	\$2,000.00
6.04	Geolocation, Front-End	\$3,300.00
6.05	Geolocation, Administrative Tools	\$3,000.00
6.06	QR Codes	\$5,500.00
6.07	Keyed Page Information	\$5,500.00
6.08	Standard Metrics Reporting	\$5,500.00
6.09	Administrative Dashboards	\$2,000.00
6.10	Customized Search Results	\$2,000.00
6.11	Multilingual Menus	\$5,500.00
6.12	Socrata Integration	\$7,000.00
6.14	Social Login and Sharing	\$7,000.00
		\$58,500.00

Payment Schedule

Based on the pricing provided in this section of the SOW, the Clarity team shall invoice the County for accepted deliverables at the end of each month for the month that acceptance is signed off. In the event a deliverable cannot be fully accepted by the County or is not accepted by the County, by no fault of the Clarity team but by fault of the County or due to the County terminating the Agreement for convenience, the Clarity team will submit an invoice to the County, based on a mutually agreed upon, fair and reasonable estimate of the percentage of completion of the deliverable in question. The following table lists deliverables for the first year and their associated costs.

ID	Project Phase	Deliverable(s)	Amount
1.01	Project Management Governance	Updated Project Schedule and other project management documents	\$36,495
1.02	Project Management Governance	Month 2 of 10	4,055
1.03	Project Management Governance	Month 3 of 10	4,055
1.04	Project Management Governance	Month 4 of 10	4,055
1.05	Project Management Governance	Month 5 of 10	4,055
1.06	Project Management Governance	Month 6 of 10	4,055
1.07	Project Management Governance	Month 7 of 10	4,055
1.08	Project Management Governance	Month 8 of 10	4,055
1.09	Project Management Governance	Month 9 of 10	4,055
1.1	Project Management Governance	Month 10 of 10	4,055

1.11	Project Management Governance	County/Vendor resource RACI and meeting logistics	4,125
2.01	Plan, Discover, and Define	Revised Project Plan (Initial Plan)	10,500
2.02	Plan, Discover, and Define	Project Charter	8,200
2.03	Plan, Discover, and Define	Assessment Report (BOR)	6,000
2.04	Plan, Discover, and Define	Technical Requirements Document including Technical Content Model and information architecture	10,975
2.05	Plan, Discover, and Define	Business Requirements Document	16,805
2.06	Plan, Discover, and Define	Requirements Traceability Matrix	6,475
2.07	Plan, Discover, and Define	Website content outlines (BOR and OUP)	8,750
3.01	Design and Concept	As-is WordPress site up and running at AWS (AWS Setup Fees)	23,000
3.02	Design and Concept	Website Communications Strategy Document	9,985
3.03	Design and Concept	Social Media Strategy Document	7,250
3.04	Design and Concept	Website User Experience Plan	15,945
3.05	Design and Concept	Information Architecture Documents (2 total: BOR and OUP)	23,900
3.06	Design and Concept	Sitemaps	4,400
3.07	Design and Concept	Page Wireframes	8,500
3.08	Design and Concept	Visual Designs	19,920
3.09	Design and Concept	Website User Interface Guide	5,500
3.1	Design and Concept	Inline help text and instructional videos	7,200
3.11	Design and Concept	Website Branding Plan	16,700
3.12	Design and Concept	Updated RTM	3,500
3.13	Design and Concept	Website Use Governance Plan (Package)	7,805
3.14	Design and Concept	OCM "what's new" communication	-
4.01	Develop, Integrate and Test	Website Configuration Management Plan	23,000
4.02	Develop, Integrate and Test	Drupal Base System Installed (Development)	23,400
4.03	Develop, Integrate and Test	Drupal Core Modules & Administrative Dashboards Configured	28,750
4.04	Develop, Integrate and Test	Drupal Optional Modules Configured	58,500
4.04.1	Develop, Integrate and Test	Website Survey	600
4.04.2	Develop, Integrate and Test	Personalization	9,600
4.04.3	Develop, Integrate and Test	Popular Links	2,000
4.04.4	Develop, Integrate and Test	Geolocation, Front-End	3,300
4.04.5	Develop, Integrate and Test	Geolocation, Administrative Tools	3,000
4.04.6	Develop, Integrate and Test	QR Codes	5,500

4.04.7	Develop, Integrate and Test	Keyed Page Information	5,500
4.04.8	Develop, Integrate and Test	Standard Metrics Reporting	5,500
4.04.9	Develop, Integrate and Test	Administrative Dashboards	2,000
4.04.10	Develop, Integrate and Test	Customized Search Results	2,000
4.04.11	Develop, Integrate and Test	Multilingual Menus	5,500
4.04.12	Develop, Integrate and Test	Socrata Integration	7,000
4.04.13	Develop, Integrate and Test	Social Login and Sharing	7,000
4.05	Develop, Integrate and Test	Drupal Beta installed (Staging/QA)	12,500
4.06	Develop, Integrate and Test	Quality Plan	7,760
4.07	Develop, Integrate and Test	Test Plan	22,805
4.07.1	Develop, Integrate and Test	Bug & Discrepancy Procedure	4,561
4.07.2	Develop, Integrate and Test	Promotion Plan	4,561
4.07.3	Develop, Integrate and Test	Regression Testing Results	4,561
4.07.4	Develop, Integrate and Test	Test Cases/UAT Forms	4,561
4.07.5	Develop, Integrate and Test	Testing Log	4,561
4.08	Develop, Integrate and Test	Build Doc	4,500
4.09	Develop, Integrate and Test	OCM "what's new" communication	-
5.01	Knowledge Transfer, Training and Transition	Training Plan	8,000
5.02	Knowledge Transfer, Training and Transition	Level One Support Scripts	3,200
5.03	Knowledge Transfer, Training and Transition	Quick Reference Guide for System Administrators	2,800
5.04	Knowledge Transfer, Training and Transition	Quick Reference Guide for Content Producers	3,000
5.05	Knowledge Transfer, Training and Transition	**All other training materials (syllabus, agendas, exercises, etc.)	-
5.06	Knowledge Transfer, Training and Transition	**Training Delivered (Trainees Signoff Forms) – SMEs	-
5.07	Knowledge Transfer, Training and Transition	Training Delivered (Trainees Signoff Forms) – Administrators	6,300
5.08	Knowledge Transfer, Training and Transition	Training Delivered (Trainees Signoff Forms) - Content Producers Training - In-Class training for 80 resources	18,500
5.09	Knowledge Transfer, Training and Transition	Online workshops and Video Tutorials (Adobe Connect, or available tool)	8,500
5.1	Knowledge Transfer, Training and Transition	Final Transition/cutover checklist	2,200
5.11	Knowledge Transfer, Training and Transition	Updated Bug/Discrepancy Log	2,200
5.12	Knowledge Transfer, Training and Transition	Backup and Recovery Plan/Procedures	2,200

5.13	Knowledge Transfer, Training and Transition	Incident Response Plan	2,600
5.14	Knowledge Transfer, Training and Transition	Crisis Management Procedure	2,600
5.15	Knowledge Transfer, Training and Transition	Transition to Production (Deployment Checklist) - Approval OUP	1,000
5.16	Knowledge Transfer, Training and Transition	Transition to Production (Deployment Checklist) - Approval BOR	1,000
5.17	Knowledge Transfer, Training and Transition	BOR redesigned website up and running (Production)	13,380
5.18	Knowledge Transfer, Training and Transition	OUP redesigned website up and running (Production)	20,000
5.19	Knowledge Transfer, Training and Transition	On-site support during go live - delivered	16,640
6.2	Contract Performance Review	All final (up to date) key documentation in SharePoint	3,400
5.01	Contract Performance Review	Declaration of Satisfaction and Project Performance Form	3,400
5.02	Contract Performance Review	Lessons learned document	3,600
5.03	Contract Performance Review	Monthly Performance Report during implementation	23,000
5.03.1	Contract Performance Review	Month 1 of 10	2,300
5.03.2	Contract Performance Review - reported as part of project management and governance	Month 2 of 10	2,300
5.03.3	Contract Performance Review - reported as part of project management and governance	Month 3 of 10	2,300
5.03.4	Contract Performance Review - reported as part of project management and governance	Month 4 of 10	2,300
5.03.5	Contract Performance Review - reported as part of project management and governance	Month 5 of 10	2,300
5.03.6	Contract Performance Review - reported as part of project management and governance	Month 6 of 10	2,300
5.03.7	Contract Performance Review - reported as part of project management and governance	Month 7 of 10	2,300
5.03.8	Contract Performance Review - reported as part of project management and governance	Month 8 of 10	2,300
5.03.9	Contract Performance Review - reported as part of project management and governance	Month 9 of 10	2,300

5.03.10	Contract Performance Review - reported as part of project management and governance	Month 10 of 10	2,300
		Total for Implementation Services	\$590,665
<i>The services and products specified below are not invoiced in bulk. Services are invoiced monthly or as consumed. See the hosting Section for details on AWS and management fees. Reserve instances are pre-paid annually (in order to "reserve" each instance).</i>			
6.01	Support and Maintenance	**Quarterly Consumption Reports for Application and On-Demand Support	-
6.01.1	Invoiced as consumed	Application Support	224,000
6.01.2	Invoiced as consumed	On-Demand Support	174,225
6.01.3	Provided only if incidents occurred during invoicing period.	**Incident Report (fees for creating reports are included under Application or On-Demand Support fee totals)	-
6.01.4	Part of Contract Performance tracking	**Quarterly Performance Report - Post Implementation. (fees for creating reports are included under Application or On-Demand Support fee totals)	-
6.02	Support and Maintenance	**Biannual Hosting Support Report (Log) – including incidents summary	-
6.03	Support and Maintenance	**Monthly tests results of backups including a restore of the Drupal file system root and MySQL databases	-
6.04	Support and Maintenance	**Quarterly test results of failover capability between availability zones	-
6.05	Support and Maintenance	Annual Report/results of annual backups and test	27,784
6.06	Support and Maintenance	Existing site support	7,800
6.07	Support and Maintenance	Hosting Management Fees	54,492
7.01	Hosting (includes firewall/security components)	AWS Direct Fees and Amazon Marketplace Fees	155,688
7.02	Other Software	Acquia	10,625
		Non-Implementation Total	\$650,830
		Grant Total for the 5 Year Contract	\$1,245,279

**Deliverables without invoice amounts are achieved/completed but not invoiced as these items and activities are part of a larger task and/or activity.

Exhibits

System Requirements Matrix

General

No.	Requirements	Indicate if: A) Software/module configuration or B) Governance Task	In Scope?	Vendor Comments
1.01	Website allows authorized content creators to make their own content changes (self-serve)	Drupal core	yes	
1.02	System has workflow functionality to ensure all content follows the appropriate approval process before allowing documents / changes to be published to live site.	Drupal core	yes	Clarity shall configure a standard editor / publisher workflow.
1.03	Website provides built-in survey functionality.	Webform module	yes	Clarity shall configure the Drupal Webform module. One central survey will be delivered.
1.04	Website allows content creators to drag and drop objects. Describe any limitations.	Context UI module	yes	Site shall be configured so that administrative users have control over where blocks of content will be placed using drag and drop tools. Because the site will be designed to be responsive, consistency in the responsive design will have priority over the flexibility of what elements may be moved.
1.05	System has an image management tool that would allow content publishers to access images for use in their content pages from a centralized image library, from their own site file system, or from designated external image services (such as SmugMug and Flickr, current County online image services).	Drupal core	yes	The image library content type shall be used in conjunction with the Media module.
1.06	System has the ability to create subpages in HTML. The webmaster/administrator must be able to add (or delete) pages and additional buttons to the department's site, as necessary.	Drupal core	yes	
1.07	Website provides translation for general text. Describe functionality and languages available.	GTranslate module	yes	Employs Google Translate for translation and thus supports the languages Google supports. Shall configure for primarily English, with page translation support for

No.	Requirements	Indicate if: A) Software/module configuration or B) Governance Task	In Scope?	Vendor Comments
				Polish, Spanish, and Mandarin.
1.08	System supports multi-language across the site capable of supporting double byte characters.	Internationalization module	yes	
1.09	Website supports multiple browsers IE, Safari, Firefox, Chrome, etc.	Drupal theme	yes	Browser support anticipated for Chrome, Firefox, Safari, and IE. Supported versions are limited to the current version and the one immediately prior; IE browsers are supported as indicated, but not in downgraded compliance modes. Viewing is expected using a default zoom level (100%) for the device/browser the site is loaded on.
1.10	Website allows content creators to embed third party video (e.g. YouTube, Granicus, etc.).	WYSIWYG module	yes	
1.11	System allows content publishers to create content following standard look and feel but allowing for some customization. For instance, the Medical Examiner may need to define the best reporting layout including graph and table layout.	WYSIWYG module	yes	Layout shall be flexible within the constraints of the final approved design in conjunction with the WYSIWYG editor.
1.12	System allows authorized content producers to publish emergency messages on the main website, or on the department main page, based on business rules (approvals). Describe industry practices to meet this requirement.	Drupal core	yes	
1.13	Website provides a specific space to broadcast emergency messages at the website root level or at the department website level (related to previous requirement).	Drupal theme	yes	
1.14	System can alert content owners to provide periodic content reviews and updates (to make sure content stays up to date).	Workflow module	yes	

No.	Requirements	Indicate if: A) Software/module configuration or B) Governance Task	In Scope?	Vendor Comments
1.15	System has the ability to timestamp documents for display and deletion purposes.	Drupal core	yes	
1.16	Website has built-in content management functionality for dynamic website document updates. For example, can a PDF document that is created and updated in the content management system, can be automatically updated to the website? Proposer must describe ideas and/or limitations.	Drupal core	yes	Documents, including PDFs, will not be created dynamically on-the-fly within the site. CMS shall have the ability to manage documents (i.e. find, replace, move).
1.17	System has version control and archiving rollback functionality.	Backup and Migrate module	yes	
1.18	System allows authorized users to upload multiple attachments.	Drupal core	yes	
1.19	System has the ability to manage conflicts when multiple users try to change same page - check in check out capability.	Workflow module	yes	
1.20	System allows content creators to test and play in a safe environment before publishing (sandbox), with full page rendering while in development state.	Drupal core	yes	
1.21	System provides geo-location functionality (particularly mobile users) giving visitors the option of viewing physical locations of relevant places. For example, department addresses, payment location, "where to a buy permit" etc.	Geolocation Proximity module	yes	Shall configure the Drupal Geolocation Proximity module, applied to no more than three functional areas of the website.
1.22	System allows content creators to enter and update relevant geo locations.	Geolocation Field module	yes	Shall configure the Drupal Geolocation Proximity module, applied to no more than three functional areas of the website.
1.23	System provides dynamic templates, including newsletters, events, etc. Describe special functionality in your written response.	Drupal theme	yes	
1.24	System allows authorized user to create new templates.	Drupal theme	no	Out of Scope
1.25	Website provides dynamic calendar functionality and templates. Describe special functionality in your written response.	Drupal theme	yes	

No.	Requirements	Indicate if:		Vendor Comments
		A) Software/module configuration or B) Governance Task	In Scope?	
1.26	System can allow external users to register to receive information about certain buckets of information.	Drupal core	yes	
1.27	System can capture external user registration information. For example, sign-in to receive newsletter. Provide related information security practices in your response to the RFP.	Drupal core	yes	
1.28	System provides password encryption, retrieval, and reset functionality.	Drupal core	yes	
1.29	System allows customers to manage/modify account profile/setting.	Drupal core	yes	
1.30	System can automatically email content to subscribers (e.g. newsletter and event subscribers).	Drupal core	yes	Clarity recommends using a third-party service such as SilverPop or MailChimp. The Drupal system shall be integrated via the provided system API so that new subscribers may be added to the relevant lists by signing up from the website. The actual email newsletters shall be managed from the third-party service rather than the Drupal site itself. The breadth and depth of functionality and features shall be dictated by the third-party service API.
1.31	System allows external users to subscribe or unsubscribe to receive information.	Drupal core	yes	See 1.30
1.32	System can automatically subscribe and unsubscribe users upon user selecting one of these options.	Drupal core	yes	See 1.30
1.33	System allows external users to select email notifications frequency.	Drupal core	yes	See 1.30
1.34	System provides robust in-website search capability, including full text search of all content.	Drupal core	yes	Shall implement the Acquia Pro Plus search module.
1.35	System provides robust search capability across all County websites.	Acquia search	yes	Includes County OUTP and BOR sites. Additional County sites are not included within this scope.
1.36	System provides search facets to prioritize and display most-commonly searched topics, forms and services.	Acquia search	yes	

No.	Requirements	Indicate if: A) Software/module configuration or B) Governance Task	In Scope?	Vendor Comments
1.37	<p>Please provide examples of the proposed approach.</p> <p>System allows for full indexing and searching of uploaded documents countywide.</p>	Acquia search	yes	Includes indexing County documents within the County OUP and BOR sites. File formats supported include HTML, XML, Microsoft Office, OpenDocument, PDF, RTF, and .zip.
1.38	System has the ability to handle Metadata tagging for search engine optimization. Describe proposed controls to manage "folksonomy."	Page Title module	yes	
1.39	System has automatic built-in Search Engine Optimization (SEO) features, including but not limited to automating cross-linking and page optimization, generating meta tags and page titles for keyword management, generating site maps, generation of productive URL structure for spider friendly URL.	Page Title module, Meta Tags module, Internal Links module, XML Site Map module, Pathauto module	yes	
1.40	Website can be effectively configured to increase accurate online 'searchability-findability' by county residents. Please provide description of best practices and recommendations in your response.	Drupal core	yes	
1.41	Website allows users to view text only.	Drupal theme	yes	
1.42	Website allows viewers to select text size - for text only view or for regular website view.	Text Size module	yes	
1.43	Website allows viewers to switch to print or HTML view.	Drupal theme	yes	
1.44	Website clearly displays the "print" button on website pages.	Drupal theme	yes	
1.45	Website has the ability to fast-fill words and phrases on the search bar (services, FAQs, Forms, and other key content) while the user is starting to type the first words (similar to Bing or google searches).	Entity Reference Autocomplete module	yes	

No.	Requirements	Indicate if: A) Software/module configuration or B) Governance Task	In Scope?	Vendor Comments
1.46	For mobile users, system leverages paper forms, QR and/or barcodes and existing "scanner mobile apps" to direct paper form users to the appropriate page/information on the website. Describe the recommended approach and best practices in your response to the RFP.	Google QR Code Generator module, Shorten URLs module	yes	Shall configure the Google QR Code Generator and Shorten URLs Drupal modules, applied to no more than three functional areas of the website. Both QR codes and short URLs are provided to users to be directed to specific landing pages.
1.47	System leverages paper forms to direct users to enter unique key numbers/IDs (e.g. Property Tax PIN number) to the appropriate page/information on the website. Describe the recommended approach and best practices in your response to the RFP.	Registration Codes module	yes	Shall configure the Registration Codes Drupal module, applied to no more than three functional areas of the website. Codes shall be generated, provided to users, and processed so that users are directed to specific landing pages.
1.48	Website provides built-in blogging functionality for a diverse and fair representation of the County Departments and their work/services.	Drupal code	yes	Out of Scope
1.49	System has built-in chat functionality.	Drupal Chat module	no	Out of Scope
1.50	System provides automatic notifications/alerts (e-mail and/or system warnings) according to business rules for at least, system errors, entry conflicts, approaching of overtime limits.	Logging and alerts module	yes	Need full requirements around security. Includes restricted access to Medical Examiner photos. Clarity shall create special roles whose validity can be specially approved (and revoked) by an administrator, and/or employ a time-based password that would expire after a limited period. Shall create a special content section that can only be browsed by role-restricted users who are approved by the section administrator. Shall use Core Drupal modules in conjunction with the Workflow module.
1.51	Website has the ability to set the highest security levels to prevent unauthorized use of sensitive information such as pictures. For example the Medical Examiner posts pictures of unidentified bodies. Describe your recommended approach and best practices to prevent the download of unauthorized materials and general use of photo galleries.	Drupal core	yes	Need full requirements around security. Includes restricted access to Medical Examiner photos. Clarity shall create special roles whose validity can be specially approved (and revoked) by an administrator, and/or employ a time-based password that would expire after a limited period. Shall create a special content section that can only be browsed by role-restricted users who are approved by the section administrator. Shall use Core Drupal modules in conjunction with the Workflow module.
1.52	The solution can effectively protect information exchange, including login	Drupal core	yes	

No.	Requirements	Indicate if: A) Software/module configuration or B) Governance Task	In Scope?	Vendor Comments
	information. Provide related information security practices and recommendations in your response to the RFP.			
1.53	System has full audit trail capability.	Revisioning module	yes	Shall configure audit trail for content revisions. Shall configure the Revisioning module in conjunction with the Workflow module.
1.54	System allows authorized internal users to run queries and reports on any and all data captured by the website. Describe your recommended set of valuable metrics.	Drupal core	yes	
1.55	System provides robust ad-hoc reporting capability.	Drupal custom views	no	Out of Scope
1.56	System has robust out of the box reports that capture standard metrics, including trends.	Google Analytics Reports module	yes	Shall configure up to 3 standard Google charts that will be displayed in the administrative dashboard.
1.57	System provides business intelligence reporting on customer usage.	Drupal core	yes	
1.58	System captures user account reporting that identifies usage and context (e.g. mobile, web). Describe any limitations.	Google Analytics	yes	
1.59	System supports exporting report files in multiple formats including Portable Document Format (PDF), Microsoft Excel, Comma-separated values (CSV) file(s).	Forena Reports module	no	Out of Scope
1.60	System provides executive type dashboards to view key metrics.	Total Control Admin Dashboard module / Workbench module	yes	Shall configure the Total Control Admin Dashboard module or the Workbench module. One module will be chosen by the County during Plan, Discovery, and Define phase.

User Experience-Design

No.	Requirements	Software and/or module that provides this functionality	In Scope?	Vendor Comments
2.01	Branding can be applied seamlessly across websites and related web-based	Drupal theme	yes	

	applications and tools. Branding options for print materials should be priced separately.			
2.02	Responsive Site Design is applied to support any device, including but not limited to desktops, mobile smartphones, and tablets with a single, context-sensitive user interface.	Drupal theme	yes	<p>Shall configure mobile support through responsive design. Responsive design shall be done as part of this overall effort, and not considered separately at the end of the project. Three adaptations shall be configured: Small grid, Medium grid, and Large grid. Specific breakpoints shall be determined by the chosen design. Base responsive theme shall be an established framework, and the smaller grids shall be a percentage of the larger grid rather than pixel-based width choices. No additional mobile-specific functionality shall be configured. Mobile responsive design support shall be for the front-end of the site only, not the administrative tools.</p>
2.03	Website dropdown menus work on all mobile devices.	Drupal theme	yes	Navigation and associated menus shall be optimized for a mobile experience.
2.04	Optimized site performance and rapid page load time. Define rapid page load time in the comments and on your written response (SLAs).	Drupal core	yes	
2.05	Website allows users the ability to search, download, save, and share information /items.	Acquia search	yes	
2.06	System has the ability to recognize users (Welcome Back).	Drupal core	no	Out of Scope
2.07	Website allows users the ability to customize search results and save favorite queries for registered users.	Acquia search, Search API Saved Searches module	yes	Shall implement and configure Acquia Pro Plus search in conjunction with the Search API Saved Searches module.
2.08	System can behaviorally target and co-brand landing page templates.	Drupal theme	no	Out of Scope
2.09	System can capture "Favorites" or "Likes"	ShareThis module	yes	Method of capturing "Favorites" and "Likes" shall be constrained to the features available via ShareThis.

Interfacing

No.	Requirements	Software and/or module that provides this functionality	In Scope?	Vendor Comments
3.01	System can interface with standard databases. List any exceptions.	Drupal core	yes	
3.02	Database is ODBC or has mechanism to access/pull down data.	Drupal core	yes	
3.03	System can handle integration thru standard APIs	Services module	yes	
3.04	System allows content creators to embed maps - PDF or web version (GIS) - without leaving the web page of origin (without redirecting).	WYSIWYG module	yes	
3.05	System interfaces with external email services - please list your recommendations.	Email module	yes	Shall integrate with one email marketing provider. A variety of email providers (e.g. ExactTarget, MailChimp, Constant Contact, and Mandrill) are available. The County shall choose a provider. County is responsible for all software fees associated with any provider. Configuration is restricted to the features available via the provider API(s).
3.06	System has the ability to add viewer for 3rd party application without redirecting to secondary site.	Drupal core	no	Out of Scope

Governance

No.	Requirements	Software and/or module that provides this functionality	In Scope?	Vendor Comments
4.01	Solution incorporates third party social media tools where applicable and based on industry best practices.	ShareThis (module)	yes	
4.02	System leverages social media feeds where appropriate - provide description of best practices and recommendations in the response.	Feeds	yes	
4.03	Solution manages publishing guidelines for appropriate content.	Advanced Help module	yes	
4.04	Solution manages authorization levels for types of content to be published.	Roles	yes	
4.05	Solution leverages innovative procedures and delivery methods	Advanced Help module	yes	

	(governance should not be a book on a shelf but a dynamic set of information).			
4.06	Applicable procedures and guidelines can be built-into the solution configurations, to complement the overall governance plan. Describe recommendations and best practices in the written response.	Advanced Help module	yes	
4.07	Solution leverages pop-out messages to remind content publishers about applicable governance.	Advanced Help module	yes	
4.08	Solution leverages help menu to highlight procedures and guidelines.	Advanced Help module	yes	
4.09	Solution can manage/control/prevent the destruction of data/content based on the Public Records Act. Proposer must describe previous experience implementing systems with similar/same requirements.	Drupal core	yes	
4.10	Website is Section 508 compliant. Describe compliance in your response.	Page Style module, Text Size module	yes	Theming shall support 508 compliance through standard provided CMS fields (e.g., title, alt tag, etc.), as well as skip navigation and font size changing. After implementation, the County's content producers shall be responsible for inserting appropriate content to support compliance when publishing content.

Deliverable Acceptance Form

The Deliverable Acceptance Form shall be reviewed and updated if necessary by the County' PMO

DELIVERABLE ACCEPTANCE FORM

Client Name		Date Submitted	
Project Name		Date Due	
Deliverable Name			
Deliverable Value			

Deliverable Description

Acceptance Criteria

Clarity Approval	Comments
Name	
Title	
Project Role	

Signature X _____ **Date** _____

Client Approval	Comments
Name	
Title	
Project Role	

Signature X _____ **Date** _____

Client Approval	Comments
Name	
Title	
Project Role	

Signature X _____ **Date** _____



Risks and Issues Log

The Risks and Issues Log shall be reviewed and updated if necessary by the County' PMO.

RISKS AND ISSUES LOG

OPEN RISKS

Client Name		Date Created	
Project Name		Date Updated	

Risk ID	Risk Statement	Probability	Impact (1-3)			Risk Score	Status
		(1-3)	Scope	Quality	Schedule		

Risk ID	Trigger (Description/Date)	Mitigation Plan	Contingency Plan	Assigned To



© 2013 Clarity Partners, LLC. All Rights Reserved.

1 of 2

Risk Response Plan

The Risk Response Plan shall be reviewed and updated if necessary by the County' PMO.

RISK RESPONSE PLAN

Client Name		Date Created	
Project Name		Date Updated	

Risk ID	Risk Description						
Status	Risk Cause						
Revised Probability	Revised Impact			Revised Score	Responsible Party	Actions	
	Scope	Quality	Schedule	Cost			
Secondary Risks				Residual Risk			
Contingency Plan				Contingency Funds			
				Contingency Time			
Fallback Plans				Comments			



Project Progress Report

The Project Progress Report shall be reviewed and/or replaced by the County PMO format.

PROJECT PROGRESS REPORT

Project Name	Date
---------------------	-------------

Tasks and Milestones Completed This Week	
Task/Milestone	Status/Comments

Tasks in Progress/Planned for Next Week		
Task/Milestone	Due Date	Status/Comments

Decisions Made			
Decision	Date Made	Approver(s)	

Top Issues and Information Needs		
Issue	Plan/Comments	Responsible

Top Risks			
Risk	Impact	Probability	Mitigation Approach/Comments

Out of Office			
Resource	Dates	Backup	Comments



© 2013 Clarity Partners, LLC. All Rights Reserved.

1 of 1

Project Lessons Learned Document

The Clarity Team shall provide the Project Lessons Learned in the following format.

Project Name:	
Prepared by:	
Date (MM/DD/YYYY):	

The purpose of this template is to help the project team share knowledge gained from experience so that the entire organization may benefit. A successful Lessons-Learned program will help project teams:

- Repeat desirable outcomes
- Avoid undesirable outcomes.

A. **Your project team should begin to use this document at its first project meeting.** Continually recording Lessons-Learned throughout the project is the best way to ensure that they are accurately recorded. Topics to consider include all of the following (feel free to change the list).

Project Management	Technical Management	Human Factors	Overall
• Project Planning	• Requirements	• Communication	• Customer Satisfaction
• Resource Management	• Specification	• Team Experience	• Technical Success
• Risk Management	• Test Plan	• Interaction with Sponsor	• Quality product
• Change Control	• Construction	• Interaction with Customer	• Product Accepted
• Procurement	• Testing	• Interaction with Management	• On Time
• Budget Management	• Rollout	• Management support	• Within Budget
• Quality Control	• Training	• Quality of meetings	• Met Project Objectives
• Status Reports	• Documentation	• Vendor interaction	• Met Business Objectives
• Vendor Selection	• Vendor Management		

B. **At the end of your project, use this document to summarize your experience.**

During your discussions:

- Be positive
- Do not place blame!
- Focus on successes as well as failures
- Indicate which strategies contributed to success
- Indicate which improvement strategies would have the greatest impact

During each project team meeting discuss what strategies contributed to success as well as areas of potential improvement. Enter your conclusions in the table below (insert rows as needed):

Strategies and Processes that led to Success	
Date	Description

Areas of Potential Improvement	
Date	Description

At the end of your project, gather all stakeholders for a Lessons-Learned meeting:
 Use the questions below to summarize your Lessons-Learned discussion. Enter comments in the areas provided. Focus on Lessons Learned that will help in future projects. (Insert rows as needed)

A. List this project's three biggest successes.

Description	Factors that Promoted this Success

B. List other successes that the team would like highlighted:

Description	Factors that Promoted this Success

C. List areas of potential improvement along with high-impact improvement strategies:

Description	Factors that Promoted this Success

D. Enter other comments:

--

3. Project Lessons-Learned Document / Signatures

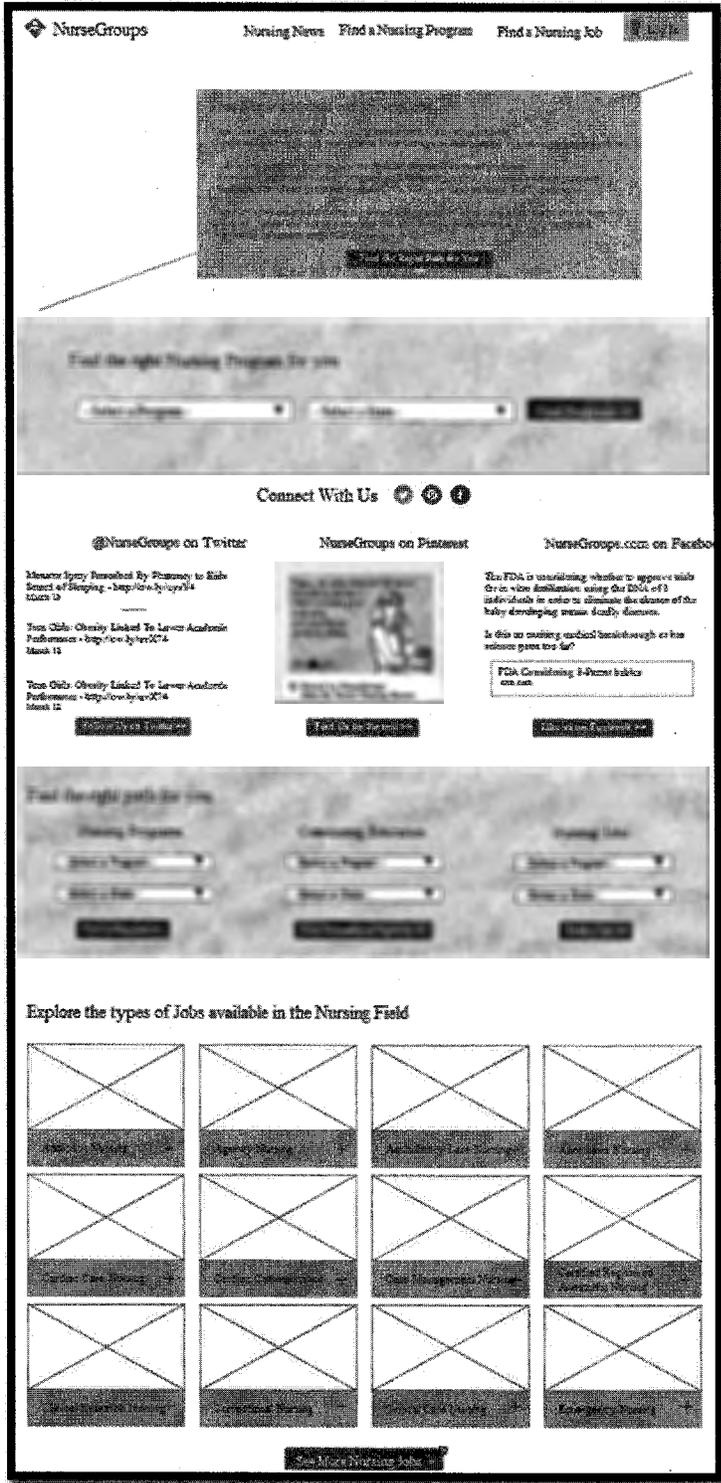
Project Manager: _____

I have reviewed the information contained in this Project Lessons-Learned Document and agree:

Name	Title	Signature	Date (MM/DD/YYYY)

Wireframe Example

The following is an example of a wireframe for a single web page.

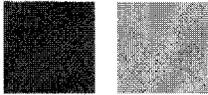


Website User Interface Guide Example

The following is an example of a website user interface guide.

Duo Consulting - General Style Guide

Brand Colors



Hex - #00A68E Hex - #E3DED9
R - 0 R - 227
G - 166 G - 222
B - 142 B - 217

Typography

HEADER 1

Header 2

HEADER 3

Header 4

Header 5

Body text - Lorem ipsum dolor sit amet, consectetur adipiscing elit, sed do eiusmod tempor incididunt ut labore et dolore magna aliqua.

Duis aute irure dolor in reprehenderit in voluptate velit esse cillum dolore eu fugiat nulla pariatur. Excepteur sint occaecat cupidatat non proident, sunt in culpa qui officia deserunt mollit anim id est laborum.

Text link Text Link Hover

Lists

- Lorem ipsum dolor sit amet,
- Consectetur adipiscing elit, sed do
- Eiusmod tempor incididunt ut lab

1. Lorem ipsum dolor sit amet
2. Consectetur adipiscing elit, sed
3. Eiusmod tempor incididunt ut lab

Image Sizes



Avatar (Small) 30x30 Avatar (Medium) 75x75 Avatar (Large) 150x150



Placeholder Image (Large) 1500x1000

Buttons / Calls to Action

HOMEPAGE CTA

GENERIC BUTTON REACTIVE BUTTON

Form Fields / Alerts

Type in me...

I'm active!

⊗ There's a problem with this page.

✔ All good!

Tab System

Item #1 above

Item #1 Item #2

Item #2 below

Item #1 Item #2

Item #2 below

Item #1 Item #2

Pagination

< 1 2 3 4 5 6 7 8 9 10 11 12 >

Accordion

Item #1 ▶

Item #2 ▶

Item #3 ▶

Item #4 ▶

Item #5 ▶

Item #1 ▶

Item #2 ▶

Item #3 ▶

Item #4 ▶

Item #5 ▶

Item #1 ▶

Item #2 ▶

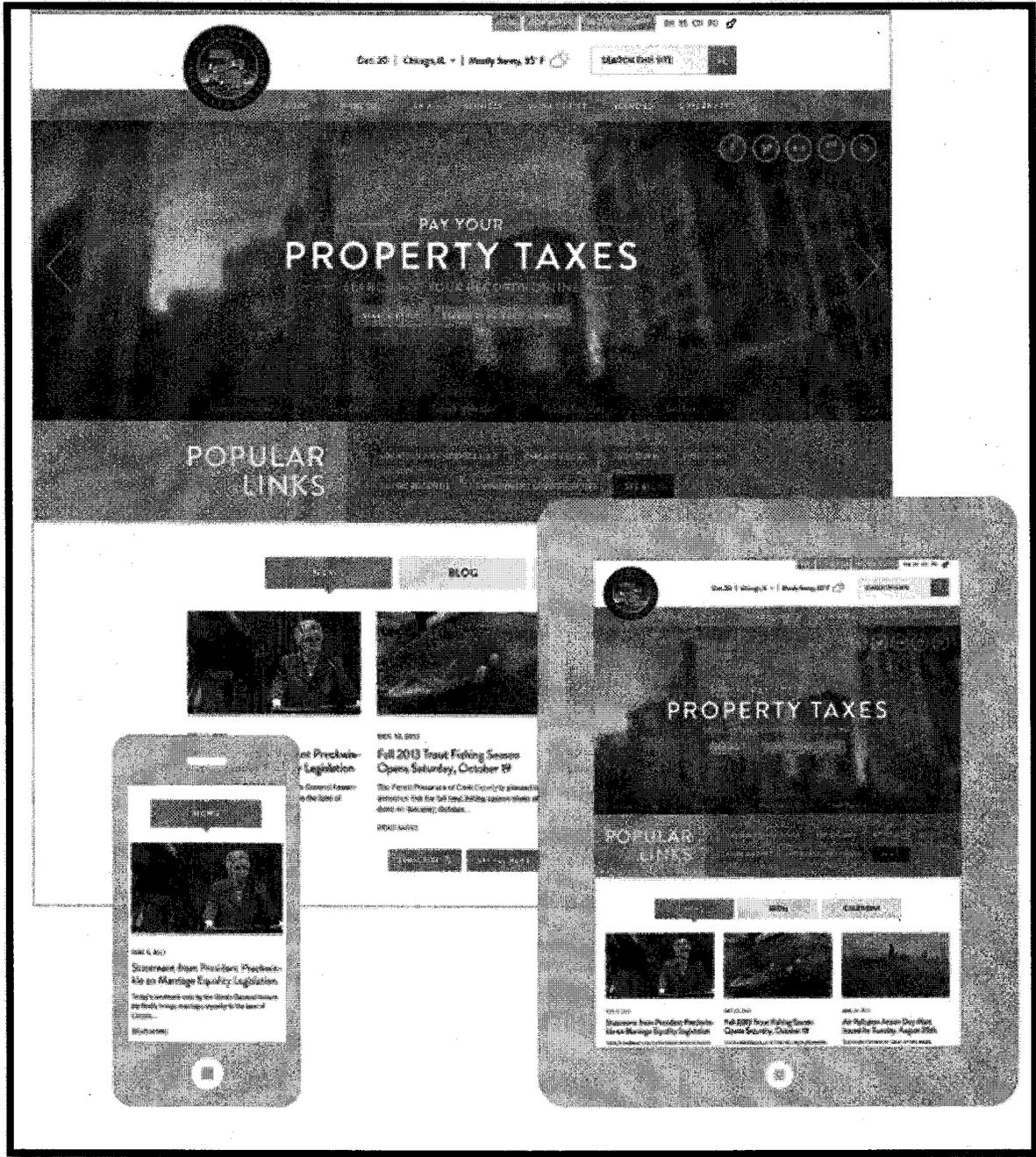
Item #3 ▶

Item #4 ▶

Item #5 ▶

Responsive Design Grid Adaptations Example

The following is an example of a responsive design grid adaptation.



Sliding Carousel Example

The following is an example of a sliding carousel.



EXHIBIT 2

EVIDENCE OF INSURANCE

EXHIBIT 3

BOARD AUTHORIZATION



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/2/2014

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

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

PRODUCER Inner-City Underwriting Agency 1631 S Michigan Avenue Suite 102 Chicago IL 60616	CONTACT NAME: Junior Pierre
	PHONE (A/C, No, Ext): (312) 341-9080 FAX (A/C, No): (312) 341-9084 E-MAIL ADDRESS: info@inner-city.net
INSURER(S) AFFORDING COVERAGE	
	NAIC #
	INSURER A: Property and Casualty Insuranc 34690
	INSURER B: Twin City Fire Insurance 29459
	INSURER C: Hartford Fire Insurance Co 19682
	INSURER D:
	INSURER E:
	INSURER F:

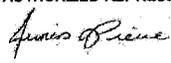
INSURED (312) 920-0550
 Clarity Partners, LLC.
 227 W. Monroe Street
 Chicago IL 60606

COVERAGES **CERTIFICATE NUMBER:** Cert ID 1 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Technology Services GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	83SBAPS0569	7/15/2014	7/15/2015	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 Valuable Papers \$ 25,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	Y	Y	83SBAPS0569	7/15/2014	7/15/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	Y	Y	83SBAPS0569	7/15/2014	7/15/2015	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	83WECPL4512	7/15/2014	7/15/2015	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Fidelity/Crime			00 TP 0273786 13	4/4/2014	4/4/2015	Employee Dishonesty 2,000,000
A	E&O w/Cyber-Data Breach			TE0277344 13	1/1/2014	1/1/2015	Each Glitch/Aggregate 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Cook County, its officials, employees and agents are named as additional insured's.

CERTIFICATE HOLDER	CANCELLATION
Cook County Office of the Chief Procurement Officer 118 N. Clark Street Room #1018 Chicago IL 60602	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 

© 1988-2014 ACORD CORPORATION. All rights reserved.

EXHIBIT 4

ECONOMIC DISCLOSURE STATEMENT (EDS)

**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: Clarity Partners, LLC
 Address: 227 W. Monroe St., Suite 3950, Chicago, IL 60606
 E-mail: l.shaffer@claritypartners.com
 Contact Person: Lara K. Shaffer Phone: 312-920-0550
 Dollar Amount Participation: \$ 628,866
 Percent Amount of Participation: 50.5 %

*Letter of Intent attached? Yes X No _____
 *Letter of Certification attached? Yes X No _____

MBE/WBE Firm: N/A
 Address: N/A
 E-mail: N/A
 Contact Person: N/A Phone: N/A
 Dollar Amount Participation: \$ N/A
 Percent Amount of Participation: N/A %

*Letter of Intent attached? Yes N/A No N/A
 *Letter of Certification attached? Yes N/A No N/A

Attach additional sheets as needed.

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

COOK COUNTY GOVERNMENT LETTER OF INTENT (SECTION 2)

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

Certifying Agency: Cook County
Certification Expiration Date: 06/17/2015
FEIN #: 80-0123899
Contact Person: Lara K. Shaffer
Contract #: TBD

Participation: Direct Indirect

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

No Yes - Please attach explanation. Proposed Subcontractor: Duo Consulting; Turing Group

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

Project management, business analysis, development, content migration, training, testing, etc.

Indicate the Dollar Amount, or Percentage, and the Terms of Payment for the above-described Commodities/ Services:
50.5%

Clarity Partners, LLC is the MBE and the prime contractor for this project, therefore payment terms in this scenario are not applicable.

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

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

Rodney S. Zech
Signature (MWBE)

Rodney S. Zech
Print Name

Print Name

Clarity Partners, LLC
Firm Name

Firm Name

09/26/2014
Date

Date

Subscribed and sworn before me

this 26th day of September, 2014

Notary Public *Sanfilip*

SEAL



Rodney S. Zech
Signature (Prime Bidder/Proposer)

Rodney S. Zech
Print Name

Print Name

Clarity Partners, LLC
Firm Name

Firm Name

09/26/2014
Date

Date

Subscribed and sworn before me

this 26th day of September, 2014

Notary Public *Sanfilip*

SEAL



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

A. BIDDER/PROPOSER HEREBY REQUESTS:

None FULL MBE WAIVER None FULL WBE WAIVER

None REDUCTION (PARTIAL MBE and/or WBE PARTICIPATION)

None % of Reduction for MBE Participation

None % 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.

- N/A (1) Lack of sufficient qualified MBEs and/or WBEs capable of providing the goods or services required by the contract. (Please explain)
- N/A (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)
- N/A (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)
- N/A (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

- N/A (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)
- N/A (2) Followed up initial solicitation of MBEs and WBEs to determine if firms are interested in doing business. (Please attach)
- N/A (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)
- N/A (4) Used the services and assistance of the Office of Contract Compliance staff. (Please explain)
- N/A (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. 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

N/A

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

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

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

Yes: X No: _____

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

227 W. Monroe St., Suite 3950, Chicago, IL 60606

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

Yes: X No: _____

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): N/A

(ATTACH SHEET IF NECESSARY TO LIST ADDITIONAL INDEX NUMBERS)

OR:

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

5. EXCEPTIONS TO CERTIFICATIONS OR DISCLOSURES.

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

N/A

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

COOK COUNTY DISCLOSURE OF OWNERSHIP INTEREST STATEMENT

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

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

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

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

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

This Disclosure of Ownership Interest Statement must be submitted by :

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

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

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

This Statement is an: Original Statement or Amended Statement

Identifying Information:

Name Clarity Partners, LLC D/B/A: N/A EIN NO.: 80-0123899

Street Address: 227 W. Monroe St., Suite 3950

City: Chicago State: IL Zip Code: 60606

Phone No.: 312-920-0550

Form of Legal Entity:

Sole Proprietor Partnership Corporation Trustee of Land Trust

Business Trust Estate Association Joint Venture

Other (describe) Limited Liability Company

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
Mr. David C. Namkung	227 W. Monroe St., Suite 3950, Chicago, IL 60606	51%
Mr. Rodney S. Zech	227 W. Monroe St., Suite 3950, Chicago, IL 60606	49%

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

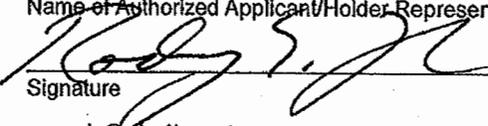
Name of Agent/Nominee	Name of Principal	Principal's Address
N/A		

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

Name	Address	Percentage of Beneficial Interest	Relationship
N/A			

Declaration (check the applicable box):

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

Rodney S. Zech
 Name of Authorized Applicant/Holder Representative (please print or type)

 Signature
 r.zech@claritypartners.com
 E-mail address

Managing Member
 Title
 09/26/2014
 Date
 312-920-0550
 Phone Number

Subscribed to and sworn before me this 26th day of September, 2014.

My commission expires: 10/22/2016

X 
 Notary Public Signature

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: Rodney S. Zech Title: Managing Member

Business Entity Name: Clarity Partners, LLC Phone: 312-920-0550

Business Entity Address: 227 W. Monroe St., Suite 3950, Chicago, IL 60606

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.

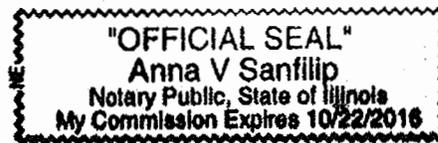
Rodney S. Zech
Owner/Employee's Signature

09/26/2014
Date

Subscribe and sworn before me this 26th Day of September, 2014

a Notary Public in and for Cook County

Sanfilip
(Signature)



NOTARY PUBLIC
SEAL

My Commission expires 10/22/2016

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

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

SIGNATURE BY A SOLE PROPRIETOR
(SECTION 6)

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

BUSINESS NAME: N/A

BUSINESS ADDRESS: N/A

BUSINESS TELEPHONE: N/A FAX NUMBER: N/A

FEIN/SSN: N/A

COOK COUNTY BUSINESS REGISTRATION NUMBER: N/A

SOLE PROPRIETOR'S SIGNATURE: _____

PRINT NAME: N/A

DATE: N/A

Subscribed to and sworn before me this
N/A day of N/A, 20

My commission expires:

X N/A

Notary Public Signature

N/A

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: N/A

BUSINESS ADDRESS: N/A

BUSINESS TELEPHONE: N/A FAX NUMBER: N/A

FEIN/SSN: N/A

COOK COUNTY BUSINESS REGISTRATION NUMBER: N/A

SOLE PROPRIETOR'S SIGNATURE: _____

PRINT NAME: N/A

DATE: N/A

Subscribed to and sworn before me this
N/A day of N/A, 20

My commission expires:
N/A

X N/A
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: N/A

BUSINESS ADDRESS: N/A

BUSINESS TELEPHONE: N/A FAX NUMBER: N/A

FEIN/SSN: N/A

COOK COUNTY BUSINESS REGISTRATION NUMBER: N/A

SOLE PROPRIETOR'S SIGNATURE: _____

PRINT NAME: N/A

DATE: N/A

Subscribed to and sworn before me this

N/A day of N/A, 20

My commission expires:

X N/A

N/A

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: N/A

BUSINESS ADDRESS: N/A

BUSINESS TELEPHONE: N/A FAX NUMBER: N/A

CONTACT PERSON: N/A FEIN/SSN: N/A

*COOK COUNTY BUSINESS REGISTRATION NUMBER: N/A

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

*BY: N/A

Date: N/A

Subscribed to and sworn before me this
N/A day of N/A, 20__

My commission expires:

X N/A
Notary Public Signature

N/A
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: Clarity Partners, LLC

BUSINESS ADDRESS: 227 W. Monroe St., Suite 3950, Chicago, IL 60606

BUSINESS TELEPHONE: 312-920-0550 FAX NUMBER: 312-920-0554

CONTACT PERSON: Lara K. Shaffer

FEIN: 80-0123899 * CORPORATE FILE NUMBER: 01141198

MANAGING MEMBER: David C. Namkung MANAGING MEMBER: Rodney S. Zech

**SIGNATURE OF MANAGER: 

ATTEST: 

Subscribed and sworn to before me this
26th day of September, 2014



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: N/A

BUSINESS ADDRESS: N/A

BUSINESS TELEPHONE: N/A FAX NUMBER: N/A

CONTACT PERSON: N/A

FEIN: N/A *IL CORPORATE FILE NUMBER: N/A

LIST THE FOLLOWING CORPORATE OFFICERS:

PRESIDENT: N/A

VICE PRESIDENT: N/A

SECRETARY: N/A

TREASURER: N/A

**SIGNATURE OF PRESIDENT: _____

ATTEST: N/A (CORPORATE SECRETARY)

Subscribed and sworn to before me this
N/A day of N/A, 20

X N/A
Notary Public Signature

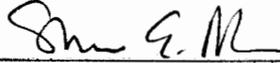
My commission expires:
N/A
Notary Seal

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

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

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 14 DAY OF October, 2014.

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

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

1390-13069

OR

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

TOTAL AMOUNT OF CONTRACT: \$ 1,245,279.33
(DOLLARS AND CENTS)

FUND CHARGEABLE: _____

APPROVED BY BOARD OF
COOK COUNTY COMMISSIONERS

OCT 08 2014

COM _____

APPROVED AS TO FORM:

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