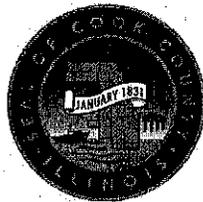


PROFESSIONAL SERVICES AGREEMENT

1411-14154

**MICROSOFT DYNAMICS CRM DEVELOPMENT
AND SUPPORT SERVICES**

BETWEEN



COOK COUNTY GOVERNMENT

SHERIFF'S BUREAU OF INFORMATION AND TECHNOLOGY

AND

ELECTRONIC KNOWLEDGE INTERCHANGE COMPANY

APPROVED BY BOARD OF
COOK COUNTY COMMISSIONERS

FEB 10 2015

PROFESSIONAL SERVICES AGREEMENT

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- Exhibit 1 Scope of Services
- Exhibit 2 Schedule of Compensation
- Exhibit 3 Evidence of Insurance
- Exhibit 4 Board Authorization
- Exhibit 5 CJIS Security Addendum

AGREEMENT

This Agreement is made and entered into by and between the County of Cook, a public body corporate of the State of Illinois, on behalf of Office of the Chief Procurement Officer hereinafter referred to as "County" and Electronic Knowledge Interchange Company (EKI), doing business as a corporation of the State of Illinois hereinafter referred to as "Consultant", pursuant to authorization by the Cook County Board of Commissioners on the 21st day of January, 2015, as evidenced by Board Authorization letter attached hereto as EXHIBIT "4".

BACKGROUND

The County of Cook issued a Task Order Request for Microsoft Dynamics CRM Development and Support Services. Proposals were evaluated in accordance with the evaluation criteria published in the Task Order Request. The Consultant was selected based on the proposal 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 Agreement.

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

TERMS AND CONDITIONS

ARTICLE 1) INCORPORATION OF BACKGROUND

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

ARTICLE 2) DEFINITIONS

a) Definitions

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

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

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

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

"**Department**" means the Cook County Using Department.

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

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

b) Interpretation

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

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

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

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

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

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

c) Incorporation of Exhibits

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

Exhibit 1	Scope of Services
Exhibit 2	Schedule of Compensation
Exhibit 3	Evidence of Insurance
Exhibit 4	Board Authorization
Exhibit 5	CJIS Security Addendum

ARTICLE 3) DUTIES AND RESPONSIBILITIES OF CONSULTANT

a) Scope of Services

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

Vendor agrees that, prior to accessing any Criminal Justice Information or Criminal History Record Information as defined by 28 CFR 20 and the CJIS Security Policy, Consultant shall execute a CJIS Security Addendum substantially in the form of Exhibit 5, attached heretofore. At such time, Consultant shall also agree to Sheriff's Office accompanying information security requirements.

b) Deliverables

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

The County may reject Deliverables that do not include relevant information or data, or do not include all documents or other materials specified in this Agreement or reasonably necessary for the purpose for which the County made this Agreement or for which the County intends to use the Deliverables. If the County determines that Consultant has failed to comply with the foregoing standards, it has 30 days from the discovery to notify Consultant of its failure. If Consultant does not correct the failure, if it is possible to do so, within 30 days after receipt of

notice from the County specifying the failure, then the County, by written notice, may treat the failure as a default of this Agreement under Article 9.

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

c) Standard of Performance

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

Consultant must assure that all Services that require the exercise of professional skills or judgment are accomplished by professionals qualified and competent in the applicable discipline and appropriately licensed, if required by law. Consultant must provide copies of any such licenses. Consultant remains responsible for the professional and technical accuracy of all Services or Deliverables furnished, whether by Consultant or its Subcontractors or others on its behalf. All Deliverables must be prepared in a form and content satisfactory to the Department and delivered in a timely manner consistent with the requirements of this Agreement.

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

d) Personnel

i) Adequate Staffing

Consultant must, upon receiving a fully executed copy of this Agreement, assign and maintain during the term of this Agreement and any extension of it an adequate staff of competent personnel that is fully equipped, licensed as appropriate, available as needed, qualified and assigned exclusively to perform the Services. Consultant must include among its staff the Key Personnel and positions as identified below. The level of staffing may be revised from time to time by notice in writing from Consultant to the County and with written consent of the County,

which consent the County will not withhold unreasonably. If the County fails to object to the revision within 14 days after receiving the notice, then the revision will be considered accepted by the County.

ii) **Key Personnel**

Consultant 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 Section 3.d(ii). The Department may at any time in writing notify Consultant that the County will no longer accept performance of Services under this Agreement by one or more Key Personnel listed. Upon that notice Consultant must immediately suspend the services of the key person or persons and must replace him or them in accordance with the terms of this Agreement. A list of Key Personnel is found in Exhibit 1, Scope of Services.

iii) **Salaries and Wages**

Consultant and Subcontractors must pay all salaries and wages due all employees performing Services under this Agreement unconditionally and at least once a month without deduction or rebate on any account, except only for those payroll deductions that are mandatory by law or are permitted under applicable law and regulations. If in the performance of this Agreement Consultant underpays any such salaries or wages, the Comptroller for the County may withhold, out of payments due to Consultant, an amount sufficient to pay to employees underpaid the difference between the salaries or wages required to be paid under this Agreement and the salaries or wages actually paid these employees for the total number of hours worked. The amounts withheld may be disbursed by the Comptroller for and on account of Consultant to the respective employees to whom they are due. The parties acknowledge that this Section 3.4(c) is solely for the benefit of the County and that it does not grant any third party beneficiary rights.

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

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

f) Insurance

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

i) Insurance To Be Provided

(1) Workers Compensation and Employers Liability

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

(2) Commercial General Liability (Primary and Umbrella)

Commercial General Liability Insurance or equivalent with limits of not less than \$2,000,000 per occurrence for bodily injury, personal injury and property damage liability. Coverages must include the following: All premises and operations, products/completed operations, separation of insureds, defense and contractual liability (with no limitation endorsement). Cook County is to be named as an additional insured on a primary, non-contributory basis for any liability arising directly or indirectly from the Services.

Subcontractors performing Services for Consultant must maintain limits of not less than \$1,000,000 with the same terms in this Section 3.6(a)(ii).

(3) Automobile Liability (Primary and Umbrella)

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

(4) Professional Liability

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

Subcontractors performing Services for Consultant must maintain limits of not less than \$1,000,000 with the same terms in this Section 3.6(a)(iv).

(5) Valuable Papers

When any designs, drawings, specifications and documents are produced or used under this Agreement, Valuable Papers Insurance must be maintained in an amount to insure against any loss whatsoever, and must have limits sufficient to pay for the re-creation and reconstruction of such records.

ii) **Additional Requirements**

(1) Consultant must furnish the County of Cook, Cook County, Office of the Chief Procurement Officer, 118 N, Clark St., Room 1018, Chicago, IL 60602, original Certificates of Insurance, or such similar evidence, to be in force on the date of this Agreement, and Renewal Certificates of Insurance, or such similar evidence, if the coverages have an expiration or renewal date occurring during the term of this Agreement. Consultant must submit evidence of insurance on the County Insurance Certificate Form (copy attached as Exhibit 3) or equivalent prior to Agreement award. The receipt of any certificate does not constitute agreement by the County that the insurance requirements in this Agreement have been fully met or that the insurance policies indicated on the certificate are in compliance with all Agreement requirements. The failure of the County to obtain certificates or other insurance evidence from Consultant is not a waiver by the County of any requirements for Consultant to obtain and maintain the specified coverages. Consultant must advise all insurers of the provisions in this Agreement regarding insurance. Non-conforming insurance does not relieve Consultant of the obligation to provide insurance as specified in this Agreement. Nonfulfillment of the insurance conditions may constitute a violation of this Agreement, and the County retains the right to terminate this Agreement or to suspend this Agreement until proper evidence of insurance is provided.

(1) The insurance must provide for 60 days prior written notice to be given to the County in the event coverage is substantially changed, canceled or non-renewed. All deductibles or self-insured retentions on referenced insurance coverages must be borne by Consultant. Consultant agrees that insurers waive their rights of subrogation against the County of Cook, its employees, elected officials, agents or representatives.

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

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

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

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

g) Indemnification

The Contractor covenants 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 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.

h) 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.

i) Patents, Copyrights and Licenses

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

Contractor agrees to hold harmless and indemnify the County, its officers, agents, employees and affiliates from and defend, at its own expense (including reasonable attorneys', accountants' and 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.

j) Examination of Records and Audits

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.

k) Subcontract Subcontracting or Assignment of Contract or Contract Funds

Once awarded, this Contract shall not be subcontracted or assigned, in whole or in part, without the advance written approval of the Chief Procurement Officer, which approval shall be granted or withheld at the sole discretion of the Chief Procurement Officer. In no case, however, shall such approval relieve the 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 names of any and all subcontractors it intends to use in the performance of the Contract. The Chief Procurement Officer shall have the right to 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 that 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 a disclosure is required or makes the disclosure.

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

ARTICLE 4) TERM OF PERFORMANCE

a) Term of Performance

This Agreement takes effect when approved by the Cook County Board and its term shall begin on February 18, 2015 ("**Effective Date**") and continue until February 17, 2018 or until this Agreement is terminated in accordance with its terms, whichever occurs first.

b) Timeliness of Performance

i) Consultant must provide the Services and Deliverables within the term and within the time limits required under this Agreement, pursuant to the provisions of Section 4.a and Exhibit 1. Further, Consultant acknowledges that TIME IS OF THE ESSENCE and that the failure of Consultant to comply with the time limits described in this Section 4.2 may result in economic or other losses to the County.

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

c) Agreement Extension Option

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

ARTICLE 5) COMPENSATION

a) Basis of Payment

The County will pay Consultant according to the Schedule of Compensation in the attached Exhibit 2 for the successful completion of services. The total not-to-exceed contract value for this contract is \$750,000.00.

b) Method of Payment

All invoices submitted by the Contractor shall be in accordance with the cost provisions according to the Schedule of Compensation in the attached Exhibit 2. The invoices shall contain a detailed description of the Deliverables for which payment is requested. All invoices shall reflect the amounts invoiced by and the amounts paid to the Contractor as of the date of the invoice, and shall be submitted together with a properly completed County Voucher form (29A). Invoices for new charges shall not include "past due" amounts, if any, which amounts must be set forth on a separate invoice. No payments shall be made with respect to invoices which do not include the County Voucher form or which otherwise fail to comply with the requirements of this paragraph. Contractor shall not be entitled to invoice the County for any late fees or other penalties.

c) Funding

The source of funds for payments under this Agreement is identified in Exhibit 2, Schedule of Compensation. Payments under this Agreement must not exceed the dollar amount shown in Exhibit 2 without a written amendment in accordance with Section 10.c.

d) Non-Appropriation

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

notification will be made to Consultant. No payments will be made or due to Consultant and under this Agreement beyond those amounts appropriated and budgeted by the County to fund payments under this Agreement.

e) Taxes

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

f) Price Reduction

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

g) Contractor Credits

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

ARTICLE 6) DISPUTES

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 her decision to writing and mail or otherwise furnish a copy thereof to the Contractor. The decision of the Chief Procurement Officer will be final and binding. Dispute resolution as provided herein shall be a condition precedent to any other action at law or in equity. However,

unless a notice is issued by the Chief Procurement Officer indicating that additional time is required to review a dispute, the parties may exercise their contractual remedies, if any, if no decision is made within sixty (60) days following notification to the Chief Procurement Officer of a dispute. No inference shall be drawn from the absence of a decision by the Chief Procurement Officer. Notwithstanding a dispute, 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.

ARTICLE 7) COMPLIANCE WITH ALL LAWS

The Contractor shall observe and comply with the laws, ordinances, regulations and codes of the Federal, State, County and other local 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.

ARTICLE 8) SPECIAL CONDITIONS

a) Warranties and Representations

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

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

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

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

vii) acknowledges that any certification, affidavit or acknowledgment made under oath in connection with this Agreement is made under penalty of perjury and, if false, is also cause for termination under Sections 9.1 and 9.3.

b) Ethics

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

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

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

c) Joint and Several Liability

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

d) Business Documents

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

e) **Conflicts of Interest**

- i) No member of the governing body of the County or other unit of government and no other officer, employee or agent of the County or other unit of government who exercises any functions or responsibilities in connection with the Services to which this Agreement pertains is permitted to have any personal interest, direct or indirect, in this Agreement. No member of or delegate to the Congress of the United States or the Illinois General Assembly and no Commissioner of the Cook County Board or County employee is allowed to be admitted to any share or part of this Agreement or to any financial benefit to arise from it.
- ii) Consultant covenants that it, and to the best of its knowledge, its Subcontractors if any (collectively, "**Consulting Parties**"), presently have no direct or indirect interest and will not acquire any interest, direct or indirect, in any project or contract that would conflict in any manner or degree with the performance of its Services under this Agreement.
- iii) Upon the request of the County, Consultant must disclose to the County its past client list and the names of any clients with whom it has an ongoing relationship. Consultant is not permitted to perform any Services for the County on applications or other documents submitted to the County by any of Consultant's past or present clients. If Consultant becomes aware of a conflict, it must immediately stop work on the assignment causing the conflict and notify the County.
- iv) Without limiting the foregoing, if the Consulting Parties assist the County in determining the advisability or feasibility of a project or in recommending, researching, preparing, drafting or issuing a request for proposals or bid specifications for a project, the Consulting Parties must not participate, directly or indirectly, as a prime, subcontractor or joint venturer in that project or in the preparation of a proposal or bid for that project during the term of this Agreement or afterwards. The Consulting Parties may, however, assist the County in reviewing the proposals or bids for the project if none of the Consulting Parties have a relationship with the persons or entities that submitted the proposals or bids for that project.
- v) The Consultant further covenants that, in the performance of this Agreement, no person having any conflicting interest will be assigned to perform any Services or have access to any confidential information, as defined in Section 3.11 of this Agreement. If the County, by the Chief Procurement Officer in his reasonable judgment, determines that any of Consultant's Services for others conflict with the Services Consultant is to render for the County under this Agreement, Consultant must terminate such other services immediately upon request of the County.
- vi) Furthermore, if any federal funds are to be used to compensate or reimburse Consultant under this Agreement, Consultant represents that it is and will remain in compliance with federal restrictions on lobbying set forth in Section 319 of the Department of the Interior and Related Agencies Appropriations Act for Fiscal year 1990, 31 U.S.C. § 1352, and related rules and regulations set forth at 54 Fed. Reg. 52,309 ff. (1989), as amended. If federal funds are to be

used, Consultant must execute a Certification Regarding Lobbying, which will be attached as an exhibit and incorporated by reference as if fully set forth here.

f) Non-Liability of Public Officials

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

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

a) Events of Default Defined

The following constitute events of default:

- i) Any material misrepresentation, whether negligent or willful and whether in the inducement or in the performance, made by Consultant to the County.
- ii) Consultant's material failure to perform any of its obligations under this Agreement including the following:
 - (a) Failure due to a reason or circumstances within Consultant's reasonable control to perform the Services with sufficient personnel and equipment or with sufficient material to ensure the performance of the Services;
 - (b) Failure to perform the Services in a manner reasonably satisfactory to the Chief Procurement Officer or inability to perform the Services satisfactorily as a result of insolvency, filing for bankruptcy or assignment for the benefit of creditors;
 - (c) Failure to promptly re-perform within a reasonable time Services that were rejected as erroneous or unsatisfactory;
 - (d) Discontinuance of the Services for reasons within Consultant's reasonable control; and
 - (e) Failure to comply with any other material term of this Agreement, including the provisions concerning insurance and nondiscrimination.

- iii) Any change in ownership or control of Consultant without the prior written approval of the Chief Procurement Officer, which approval the Chief Procurement Officer will not unreasonably withhold.
- iv) Consultant's default under any other agreement it may presently have or may enter into with the County during the life of this Agreement. Consultant acknowledges and agrees that in the event of a default under this Agreement the County may also declare a default under any such other Agreements.
- (v) Failure to comply with Section 7a. in the performance of the Agreement.
- (vi) Consultant's repeated or continued violations of County ordinances unrelated to performance under the Agreement that in the opinion of the Chief Procurement Officer indicate a willful or reckless disregard for County laws and regulations.

b) Remedies

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

The Chief Procurement Officer will give Consultant written notice of the default, either in the form of a cure notice ("**Cure Notice**"), or, if no opportunity to cure will be granted, a default notice ("**Default Notice**"). If the Chief Procurement Officer gives a Default Notice, he will also indicate any present intent he may have to terminate this Agreement, and the decision to terminate (but not the decision not to terminate) is final and effective upon giving the notice. The Chief Procurement Officer may give a Default Notice if Consultant fails to affect a cure within the cure period given in a Cure Notice. When a Default Notice with intent to terminate is given as provided in this Section 9.b and Article 11, Consultant must discontinue any Services, unless otherwise directed in the notice, and deliver all materials accumulated in the performance of this Agreement, whether completed or in the process, to the County. After giving a Default Notice, the County may invoke any or all of the following remedies:

- i) The right to take over and complete the Services, or any part of them, at Consultant's expense and as agent for Consultant, either directly or through others, and bill Consultant for the cost of the Services, and Consultant must pay the difference between the total amount of this bill and the amount the County would have paid Consultant under the terms and conditions of this Agreement for the Services that were assumed by the County as agent for the Consultant under this Section 9.2;

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

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

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

c) Early Termination

In addition to termination under Sections 9.1 and 9.2 of this Agreement, the County may terminate this Agreement, or all or any portion of the Services to be performed under it, at any time by a notice in writing from the County to Consultant. The County will give notice to Consultant in accordance with the provisions of Article 11. The effective date of termination will be the date the notice is received by Consultant or the date stated in the notice, whichever is later. If the County elects to terminate this Agreement in full, all Services to be provided under it must cease and all materials that may have been accumulated in performing this Agreement, whether completed or in the process, must be delivered to the County effective 10 days after the date the notice is considered received as provided under Article 11 of this Agreement (if no date is given) or upon the effective date stated in the notice.

After the notice is received, Consultant must restrict its activities, and those of its Subcontractors, to winding down any reports, analyses, or other activities previously begun. No costs incurred after the effective date of the termination are allowed. Payment for any Services actually and satisfactorily performed before the effective date of the termination is on the same

basis as set forth in Article 5, but if any compensation is described or provided for on the basis of a period longer than 10 days, then the compensation must be prorated accordingly. No amount of compensation, however, is permitted for anticipated profits on unperformed Services. The County and Consultant must attempt to agree on the amount of compensation to be paid to Consultant, but if not agreed on, the dispute must be settled in accordance with Article 6 of this Agreement. The payment so made to Consultant is in full settlement for all Services satisfactorily performed under this Agreement.

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

If the County's election to terminate this Agreement for default under Sections 9.1 and 9.2 is determined in a court of competent jurisdiction to have been wrongful, then in that case the termination is to be considered to be an early termination under this Section 9.3.

d) Suspension

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

No suspension of this Agreement is permitted in the aggregate to exceed a period of 45 days within any one year of this Agreement. If the total number of days of suspension exceeds 45 days, Consultant by written notice may treat the suspension as an early termination of this Agreement under Section 9.3.

e) Right to Offset

i) In connection with performance under this Agreement:

The County may offset any excess costs incurred:

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

(ii) if the County exercises any of its remedies under Section 9.2 of this Agreement; or

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

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

f) Delays

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

g) Prepaid Fees

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

ARTICLE 10) GENERAL CONDITIONS

a) Entire Agreement

i) General

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

ii) No Collateral Agreements

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

iii) No Omissions

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

b) Counterparts

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

c) Modifications and Amendments

The parties may 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.

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.

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

d) Governing Law and Jurisdiction

This Contract shall be governed by and construed under the laws of the State of Illinois. The 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, 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.

e) Severability

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

f) Assigns

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

g) Cooperation

Consultant must at all times cooperate fully with the County and act in the County's best interests. If this Agreement is terminated for any reason, or if it is to expire on its own terms, Consultant must make every effort to assure an orderly transition to another provider of the

Services, if any, orderly demobilization of its own operations in connection with the Services, uninterrupted provision of Services during any transition period and must otherwise comply with the reasonable requests and requirements of the Department in connection with the termination or expiration.

h) Waiver

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

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

i) Independent Contractor

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

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

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

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

iii) The County is not required to deduct or withhold any taxes, FICA or other deductions from any compensation provided to the Consultant.

j) Governmental Joint Purchasing Agreement

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

ARTICLE 11) NOTICES

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

If to the County: Cook County Sheriff's Office
Department of Fiscal Administration
69 W. Washington Street, Suite 1410
Chicago, Illinois 60602
Attention: Alexis Herrera, CFO

and

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

If to Consultant: Electronic Knowledge Interchange Company (EKI)
33 W. Monroe Street, Suite 1050
Chicago, IL 60603
Attention: Robert Blackwell, Jr., President

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

ARTICLE 12) AUTHORITY

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

**ECONOMIC DISCLOSURE STATEMENT
AND EXECUTION DOCUMENT
INDEX**

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

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

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

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

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

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

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

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

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

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

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

"Lobbyist" means any person or entity who lobbies.

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

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

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

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

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

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

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

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

MBE/WBE UTILIZATION PLAN (SECTION 1)

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

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

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

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

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

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

MBE/WBE Firm: Electronic Knowledge Interchange Company

Address: 33 West Monroe Suite 1050, Chicago IL 60603

E-mail: finance@eki-consulting.com

Contact Person: Jose Cruz Phone: 312-762-0129

Dollar Amount Participation: \$ 725,000

Percent Amount of Participation: 100 %

*Letter of Intent attached? Yes No

*Letter of Certification attached? Yes No

MBE/WBE Firm: _____

Address: _____

E-mail: _____

Contact Person: _____ Phone: _____

Dollar Amount Participation: \$ _____

Percent Amount of Participation: _____ %

*Letter of Intent attached? Yes _____ No _____

*Letter of Certification attached? Yes _____ No _____

Attach additional sheets as needed.

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

COOK COUNTY GOVERNMENT LETTER OF INTENT (SECTION 2)

M/WBE Firm: Electronic Knowledge Interchange Company Certifying Agency: Cook County

Address: 33 West Monroe Suite 1050 Certification Expiration Date: _____

City/State: Chicago Zip: 60603 FEIN #: 36-4069683

Phone: 312-762-0129 Fax: 312-236-2022 Contact Person: Jose Cruz

Email: Finance@eki-consulting.com Contract #: _____

Participation: Direct Indirect

Will the M/WBE firm be subcontracting any of the performance of this contract to another firm?

No _____ Yes _____ If "Yes", please attach explanation. Proposed Subcontractor: _____

The undersigned M/WBE is prepared to provide the following Commodities/Services for the above named Project/ Contract:
Electronic Knowledge Interchange will provide Microsoft Dynamics development and support services.

Indicate the Dollar Amount, or Percentage, and the Terms of Payment for the above-described Commodities/ Services:
\$725,000, 100%

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

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



Signature (M/WBE)
Robert Blackwell

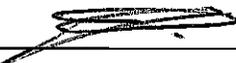
Print Name
Electronic Knowledge Interchange Company

Firm Name
11/24/14

Date

Subscribed and sworn before me
this 24 day of November, 20 14.

Notary Public Joselito Cruz
SEAL



Signature (Prime Bidder/Proposer)
Robert Blackwell

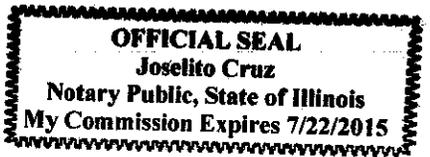
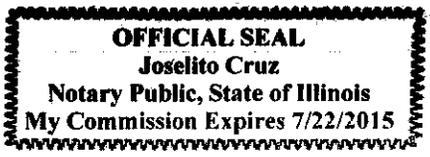
Print Name
Electronic Knowledge Interchange Company

Firm Name
11/24/14

Date

Subscribed and sworn before me
this 24 day of November, 20 14.

Notary Public Joselito Cruz
SEAL



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

A. BIDDER/PROPOSER HEREBY REQUESTS:

_____ FULL MBE WAIVER _____ FULL WBE WAIVER
_____ REDUCTION (PARTIAL MBE and/or WBE PARTICIPATION)
_____ % of Reduction for MBE Participation
_____ % of Reduction for WBE Participation

B. REASON FOR FULL/REDUCTION WAIVER REQUEST:

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

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

C. GOOD FAITH EFFORTS TO OBTAIN MBE/WBE PARTICIPATION:

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

D. OTHER RELEVANT INFORMATION:

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

CERTIFICATIONS (SECTION 4)

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

A. PERSONS AND ENTITIES SUBJECT TO DISQUALIFICATION

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

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

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

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

B. BID-RIGGING OR BID ROTATING

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

C. DRUG FREE WORKPLACE ACT

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

D. DELINQUENCY IN PAYMENT OF TAXES

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

E. HUMAN RIGHTS ORDINANCE

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

F. ILLINOIS HUMAN RIGHTS ACT

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

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

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

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

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

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

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

REQUIRED DISCLOSURES (SECTION 5)

1. DISCLOSURE OF LOBBYIST CONTACTS

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

Name	Address
None	

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

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

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

Yes X No _____

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

33 West Monroe, Suite 1050 Chicago, IL 60603

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): 20-02-402-038-0000

(ATTACH SHEET IF NECESSARY TO LIST ADDITIONAL INDEX NUMBERS)

OR:

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

5. EXCEPTIONS TO CERTIFICATIONS OR DISCLOSURES.

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

None

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

COOK COUNTY DISCLOSURE OF OWNERSHIP INTEREST STATEMENT

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

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

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

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

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

This Disclosure of Ownership Interest Statement must be submitted by :

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

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

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

This Statement is an: Original Statement or [] Amended Statement

Identifying Information:

Name: Electronic Knowledge Interchange Company D/B/A: None EIN NO.: 36-4069683

Street Address: 33 Monroe , Suite 1050

City: Chicago State: IL Zip Code: 60603

Phone No.: 312-236-0903

Form of Legal Entity:

- Sole Proprietor Partnership Corporation Trustee of Land Trust
- Business Trust Estate Association Joint Venture
- Other (describe) _____

Ownership Interest Declaration:

1. List the name(s), address, and percent ownership of each individual and each Entity having a legal or beneficial interest (including ownership) of more than five percent (5%) in the Applicant/Holder.

Name	Address	Percentage Interest in Applicant/Holder
Robert Blackwell	33 W. Monroe	100%

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

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

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

Name	Address	Percentage of Beneficial Interest	Relationship
NA			

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.

Robert Blackwell _____ President _____

Name of Authorized Applicant/Holder Representative (please print or type) _____ Title _____

Signature _____ Date _____

rblackwell@eki-consulting.com _____ 312-236-2002 _____

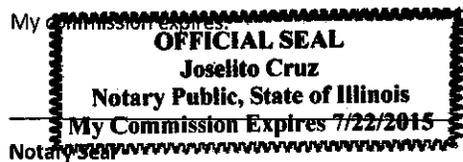
E-mail address _____ Phone Number _____

Subscribed to and sworn before me _____ My commission expires _____

this 24 day of November, 2014 _____

X _____ My Commission Expires 7/22/2015 _____

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: Robert Blackwell Title: President
Business Entity Name: Electronic Knowledge Interchange Company Phone: 312-236-2002
Business Entity Address: 33 W. Monroe, Suite 1050, Chicago IL 60603

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

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

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

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

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

[Signature] _____ 11/24/14 _____

Owner/Employee's Signature _____ Date _____

Subscribe and sworn before me this 24 day of November, 2014.

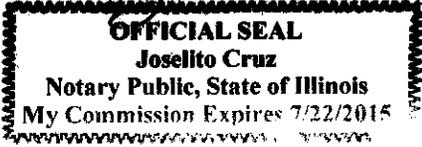
a Notary Public in and for Cook County

[Signature] _____

(Signature)

NOTARY PUBLIC

SEAL



My Commission expires 7/22/15

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 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 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: Electronic Knowledge Interchange Company
BUSINESS ADDRESS: 33 W. Monroe; Suite 1050, Chicago IL. 60603

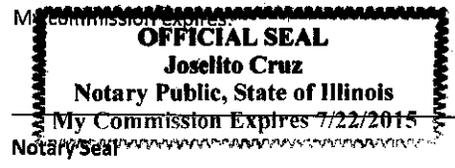
BUSINESS TELEPHONE: 312-236-0903 FAX NUMBER: 312-236-2022
CONTACT PERSON: Jose Cruz
FEIN: 36-4069683 *CORPORATE FILE NUMBER: _____

PLEASE LIST THE FOLLOWING OFFICERS:

PRESIDENT: Robert Blackwell VICE PRESIDENT: Robert Blackwell
SECRETARY: Robert Blackwell TREASURER: Robert Blackwell

**SIGNATURE OF PRESIDENT: _____
ATTEST: _____ (CORPORATE SECRETARY)

Subscribed to and sworn before me
this 24 day of November, 2014.
X Joselito Cruz
Notary Public Signature

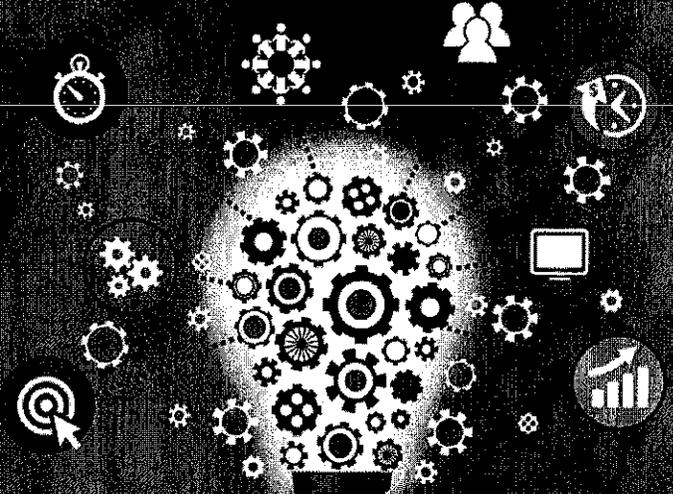


*If the corporation is not registered in the State of Illinois, a copy of the Certificate of Good Standing from the state of incorporation must be submitted with this Signature Page.

**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.

EXHIBIT 1
Scope of Services

**We Improve
Everyday
Business
Capabilities**



**Electronic Knowledge Interchange (EKI)
TaskOrderNo. 1411-14154 Submission - 10.25.14**

**For
COOK COUNTY SHERIFF'S OFFICE
BUREAU OF INFORMATION AND TECHNOLOGY
MICROSOFT DYNAMICS CRM DEVELOPMENT AND SUPPORT SERVICES**



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Tab 2 - Executive Summary

Tab 3 - Project Approach and Plan of Action

Tab 4 - Project Management

Tab 5 - Project Staffing

Tab 6 - Logistics

Tab 7 - Cost Proposal

Tab 8 - Economic Disclosure Statement and Execution Documents



Ms. Shannon Andrews
Chief Procurement Officer
Cook County, Office of the Chief Procurement Officer
118 North Clark Street
Room #1018
Chicago, Illinois 60602

**RE: TASK ORDER PROPOSAL NO. 1411-14154
COOK COUNTY SHERIFF'S OFFICE
BUREAU OF INFORMATION AND TECHNOLOGY
MICROSOFT DYNAMICS CRM DEVELOPMENT AND
SUPPORT SERVICES**

Dear Ms. Andrews:

Electronic Knowledge Interchange Company (EKI) is pleased to respond to the above Task Order Request to provide Microsoft Dynamics CRM Development and Support Services for the Cook County Sheriff's Office. For over 16 years, EKI has been a leading expert with deep expertise and broad government experience in the Information Technology area, including expertise in both core and new developments in our specialized areas.

This Letter of Transmittal also acknowledges the following, as required:

- Acceptance of all terms and conditions as stated in the City of Chicago Master Consulting Agreement (MCA) Terms and Conditions
- EKI agrees to enter into contract with the County based upon the City of Chicago contract pursuant to City of Chicago Specification #66760 on terms no less favorable to the County than those set forth in such contract.

We also confirm that EKI does not have, and has not had, any legal actions for the past 5 years (or at any time in the company's history), in any of the following areas. We are not:

- A debtor in bankruptcy; or
- A defendant in a lawsuit for deficient performance under a contract; or
- A respondent in an administrative action for deficient performance on a project; or
- A defendant in any criminal action.

We are delighted to have this opportunity to formalize our qualifications for, and document our long history of, performing Information Technology services for Cook County. Please contact Mr. John Roberson, Managing Principal for any questions related to this submittal. He may be contacted at jroberson@eki-consulting.com or at 312-236-0903, ext. 240

Sincerely,


Robert Blackwell Jr.
President

**Electronic
Knowledge
Interchange
Company**

33 West Monroe Street
Suite 1050
Chicago, IL 60603
312-236-0903 Main
312-236-2022 Fax

260 Madison Avenue
8th Floor
New York, NY 10016
646-420-0499 Main
212-884-0932 Fax

www.eki-consulting.com



EXECUTIVE SUMMARY
COOK COUNTY SHERIFF'S OFFICE BUREAU OF INFORMATION AND TECHNOLOGY
MICROSOFT DYNAMICS CRM DEVELOPMENT AND SUPPORT SERVICES-TOR #141-14154

BACKGROUND

The Cook County Sheriff's Office seeks to assemble a highly-qualified team of professionals to provide development and support services for the Sheriff's Office Microsoft Dynamics CRM System that support the new Jail Management System (JMS).

EKI most recently has served the Cook County Sheriff's Office in the development and support of its new intranet web portal environment. Additionally, EKI has served the City of Chicago's technology needs in substantial depth for more than 12 years, including the last 5 years as an MCA services provider. This experience enables us to understand the Cook County's and specifically the Sheriff's Office technology, its infrastructure, its diverse department-based user community, and the legal and technical requirements for doing business with the Bureau of Information and Technology.

We are proud to have established a trusted partner relationship with the Cook County Sheriff's Office through delivery of demanding applications and counsel for projects ranging from enterprise content management to the development of complex, security sensitive applications, to enable the Sheriff's Office to accomplish long-standing business needs and vital mission critical requirements.

SCOPE OF QUALIFICATIONS

EKI is pleased to respond to this Task Order for Microsoft Dynamics CRM Development and Support Services. The EKI Team delivers capabilities and solutions with exceptional service and commitment to quality, and the County can expect to receive corresponding benefits; specifically:

- Thorough understanding of County requirements and environment
- Coherent solutions based on deep technology expertise
- End-to-end accountability for our solutions
- Designed-in scalability and adaptability
- Operational efficiency in design, architecture, and operation
- Proven tight-time-frame delivery capability
- Willingness to stand behind our team's work unequivocally.

Subsequent sections of this response provides extensive, detailed information on our projects, management, quality control, testing criteria and methodology and capabilities.

IN CLOSING

The EKI Group represents a full-scope information technology solution research, analysis, design, and implementation capability, combined with deep knowledge of Cook County and Sheriff's Office technology environment, platforms, tools, and infrastructure. We believe our deep expertise and experience in operating in public sector environments enables us to be a trusted partner that is able to deliver high value technology solutions.

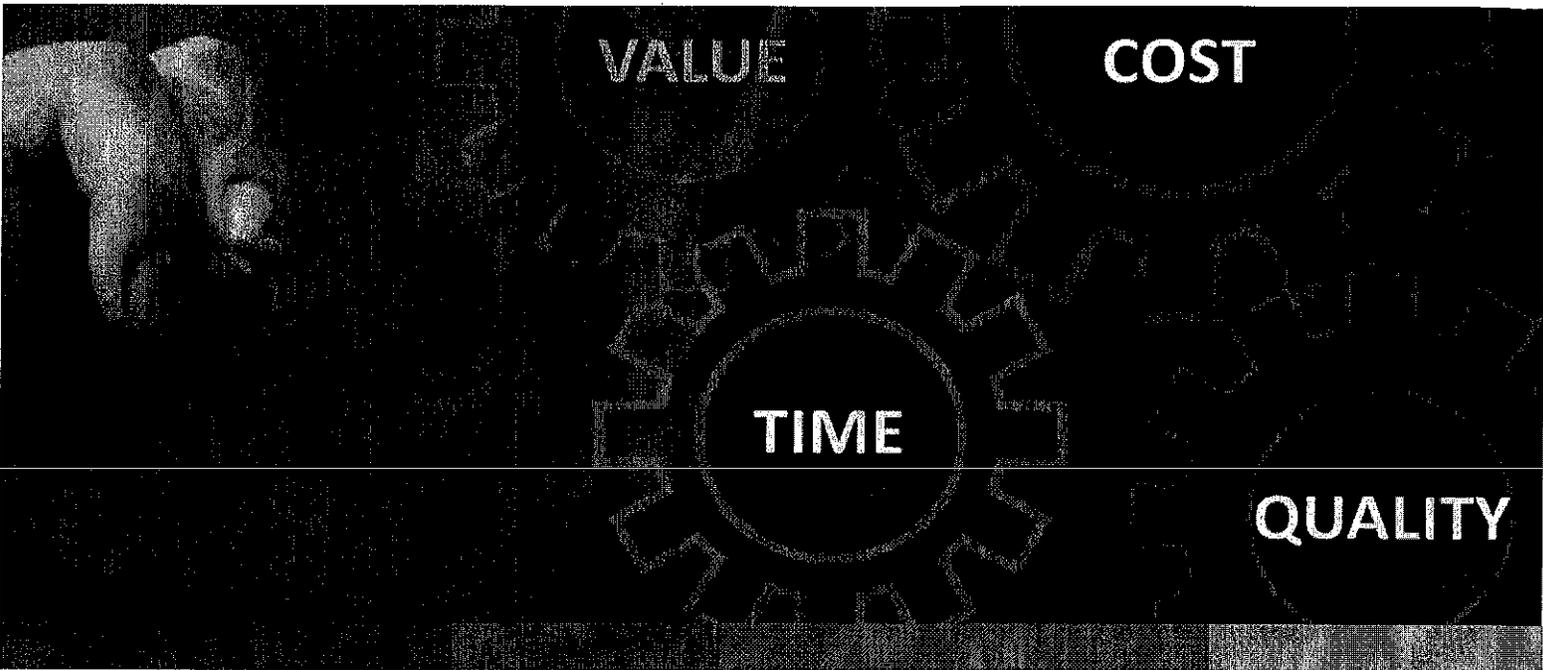
Project Management

Describe the approach for managing project schedule, budget and phasing work. Also, proposed status meeting frequency, reports to COOK COUNTY SHERIFF'S OFFICE BUREAU OF INFORMATION AND TECHNOLOGY and how changes in scope, schedule or cost due to unforeseen circumstances during the project period should be addressed.

EKI uses an Execution Excellence Suite of playbooks that leverage industry best practices, tools and templates based on area disciplines. These playbooks cover Program Management, Project Management, Lean Process Improvement and Change Management. Within each of these playbooks, practitioners leverage the best tools to solve a specific business problem including standardized reporting.

Our Program & Project Management Playbook follows an industry standard PMBOK approach and includes standard templates and tools for each phase of the project lifecycle. Additionally, we leverage SharePoint and reporting tools to provide transparency and support effective communication with client teams. We typically establish a team site that includes executive dashboards that support planned vs actual, ahead or behind, burn rates, etc.

Please see attached - Project Management Methodology



Electronic
Knowledge
Interchange

Project Management Approach

Part of the Project Management Playbook

PROJECT MANAGEMENT APPROACH

EKI's approach and roadmap to delivering projects focuses on sound initial planning and design, followed by an iterative delivery for rapid review and revision with users. The benefits of an iterative implementation methodology include:

- Flexibility in responding to changing business and technical requirements.
- Risk mitigation through early surfacing and resolution of issues and disconnects.
- Full utilization of resources by enabling requirements gathering, implementation and delivery to proceed in a continuous fashion.
- Enhanced planning through refinement of project schedules, continuous incorporation of lessons learned, and adjustments in the team structure to enhance performance.

We divide all development and implementation projects into 5 phases. During each phase several activities are performed that result in a set of deliverables. It is an approach that breaks down the **product deliverable into manageable parts** with an incremental delivery of the product **per iteration**.

The number of iterations is proportional to the complexity of the system being developed and implemented. An iterative and staggered approach helps ensuring the delivery of a quality product as well as in compressing the timeline of the project.

Project Initiation and Discovery

At the onset of the project we will lay the foundation for development and implementation by performing the following key **activities** and delivering the corresponding artifacts:

Key Activities	Deliverables
<ul style="list-style-type: none"> • Identify key stakeholders and define governance process. Stakeholders include representatives from CCSD 	<ul style="list-style-type: none"> • Project governance structure
<ul style="list-style-type: none"> • Develop Project Plan with Key Milestones, WBS, Resource, and Schedule. • Develop Communication & Risk Management Plan 	<ul style="list-style-type: none"> • Project Plan • Communication & Risk Management Plan
<ul style="list-style-type: none"> • Confirm metrics and evaluation criteria based on business drivers to establish evaluation criteria and methods for measuring success. 	<ul style="list-style-type: none"> • Success Criteria
<ul style="list-style-type: none"> • Confirm the state of organizational readiness factors to ensure the alignment and readiness to accept rolling out of the application as well as 	<ul style="list-style-type: none"> • Organizational Readiness Assessment • Organizational Change Management

readiness of the people to use the application.	(OCM) Plan
<ul style="list-style-type: none"> Gather Requirements and prioritize them based on identified business drivers. 	<ul style="list-style-type: none"> Business Requirements

Design and Construction

Activities and corresponding deliverables for this phase are:

Key Activities	Deliverables
<ul style="list-style-type: none"> Design architecture for the system – database and object modeling, application components and their integration, interfaces, etc 	<ul style="list-style-type: none"> Technical Architecture
<ul style="list-style-type: none"> Define functional specifications based on business requirements. Functional specifications will include UI design and application flow diagrams. 	<ul style="list-style-type: none"> Technical Design Document
<ul style="list-style-type: none"> Conduct usability test with representative target audience and adjust designs. 	<ul style="list-style-type: none"> Usability Test Results and refined UI and Application Flow
<ul style="list-style-type: none"> Establish development and test environments; set-up testing and change-management procedures. 	<ul style="list-style-type: none"> Functional Development & Test Environments Build & Release Process
<ul style="list-style-type: none"> Develop system components and integrate to generate a functional iteration. 	<ul style="list-style-type: none"> Unit tested System <ul style="list-style-type: none"> o Application components o Interfaces o Databases o Reports
<ul style="list-style-type: none"> Create test plan and test cases based on the requirements. Test cases are developed that tie back to the functional and technical specifications and procedures for reporting and tracking defects are established. 	<ul style="list-style-type: none"> Test Plan Test Scenarios & Test Cases Defect Tracking Process & Database
<ul style="list-style-type: none"> Prepare production environment for system deployment. 	<ul style="list-style-type: none"> Production Environment

Testing and Deployment

During this phase, the system is fully tested and deployed to production. The essential activities of the transition phase are:

Key Activities	Deliverables
<ul style="list-style-type: none"> • Develop deployment plan and procedures; identify the priority and sequence of the agencies to which system must be deployed. 	<ul style="list-style-type: none"> • Production Deployment Plan
<ul style="list-style-type: none"> • Conduct Integration Testing to accomplish the following: <ul style="list-style-type: none"> ◦ Verification of interaction between system objects ◦ Verification of integration of all components of the system ◦ Verification that all requirements have been correctly implemented ◦ Defects are identified and addressed prior to the deployment of the system 	<ul style="list-style-type: none"> • Integration Test Results • Fixed Defects & Builds
<ul style="list-style-type: none"> • Conduct QA Testing to accomplish the following: <ul style="list-style-type: none"> ◦ Verification that all requirements have been correctly implemented ◦ Verification that for each test case actual results matches expected results. Verify that established QA metrics have been achieved ◦ Defects are identified and addressed prior to the deployment of the system 	<ul style="list-style-type: none"> • QA Test Results • Fixed Defects & Builds
<ul style="list-style-type: none"> • Conduct User Acceptance Testing to determine the completeness of features requested by the users. 	<ul style="list-style-type: none"> • UAT Sign-off
<ul style="list-style-type: none"> • Tuning activities: bug fixing, enhancement for performance and usability. 	<ul style="list-style-type: none"> • Optimized System
<ul style="list-style-type: none"> • Deployment of the system to production along with the release notes according to the established change-management procedures. 	<ul style="list-style-type: none"> • System Deployed in Production
<ul style="list-style-type: none"> • Conduct evaluation using criteria & benchmarks established at the beginning of the project. • Project Closeout 	<ul style="list-style-type: none"> • Project Evaluation • Lessons Learned

Training and Knowledge Transfer

During this phase, the user community is prepared to receive the **Statements of Financial Interests Search Site**. In addition to transitioning to the user community, the support and maintenance staff is trained to support the system. The essential **activities** of the transition phase are:

Key Activities	Deliverables
<ul style="list-style-type: none"> Prepare for and conduct knowledge transfer from the development team to the production support team. 	<ul style="list-style-type: none"> Technical Training Materials Training
<ul style="list-style-type: none"> Prepare for and conduct user training. 	<ul style="list-style-type: none"> User Training Materials Training Workshops
<ul style="list-style-type: none"> Establish support plan and SLAs. 	<ul style="list-style-type: none"> Support Plan SLA

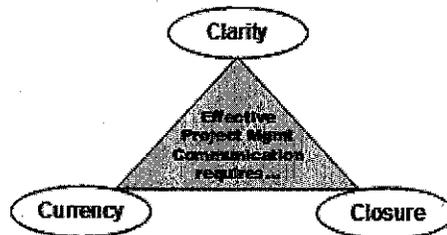
Operation and Support

Operation & Support covers the activities that EKI undertakes post implementation and acceptance by the City of Chicago. The **activities** may include:

- Implement Support Plan
- Ongoing maintenance and support of the application for a pre-defined period
- Monitoring system and assessment of design improvements
- Delivery of enhancements on request

1.1 Communications

The essence of project management resides in communication; whether it's about planning, monitoring, controlling, or changing project activities, every aspect of project management depends on the effectiveness of communications. In EKI's experience, effective project communication depends on three factors – what we refer to as the 3C's: Clarity, Currency, and Closure. EKI's **Project Management Intranet** is dedicated to ensuring these factors are satisfied in every project management communication.



The **Project Management Intranet** is the web-based environment that houses all project communications about every aspect of the project. It is **issue-driven**, so the factors driving progress or generating risks to project performance are clear and elevated. It is **time-and-date-based**, so that the currency of a given issue is understood. It is **resolution-focused**, to create tension around the closure of outstanding issues.

EKI's **Project Management Intranet** allows team members and stakeholders to:

- Manage projects as a collective portfolio for better decision-making
- Improve project efficiency and responsiveness
- Organize teams and skills
- Control project schedule, budgets, expenses and purchases
- Produce, share and manage documents
- Organize and track the communication between resources, teams, and partners
- Strengthen collaboration across the team for improved productivity.
- Report the status of tasks, issues, schedule, and budget

Communication Management Plan

In order to ensure project success we will establish effective communication mechanisms between team members and project stakeholders. We will produce a Communications Management Plan to manage the execution of communication activities during the project life-cycle. The Communication Management Plan will identify **who** will be the recipient of **what** information, **how** (method/channel) the information will be delivered, and **when** the information will be delivered to the recipients. Following is our proposed communication matrix for this project.

Audience	Information Requirement	Description	Method/Channel	Timing/Frequency
Project Stakeholders	Project Kick-Off	Project initiation, schedule, roles and responsibilities, deliverables and communication plan, etc.	Meeting	Beginning of the project/ One time only
Project Team	Team Meeting	Project status, milestones, issues and risks. Accomplishments and critical path activities. Activities for the upcoming period.	Meeting	Throughout the project lifecycle/ Weekly
Project Stakeholders	Deliverable Completion	Announcement of deliverable completion. Presentation (Optional) of deliverable for review.	E-mail Meeting	Throughout the project lifecycle/ Following Schedule of Deliverables
Project Manager	Change Request	Project manager is notified of change request and change request process is initiated.	Change Request Form sent by E-mail and discussed in meeting	Throughout the project lifecycle/ When change is identified
Project Stakeholders	Status Report	Weekly status report, providing status of project schedule, milestones, issues and risks.	E-mail Meeting (Optional)	Throughout the project lifecycle/ Weekly

Project Status Reporting

The EKI project manager is responsible for submitting a status report at an agreed-upon frequency with the client. EKI will use the status report structure recommended by the City of Chicago. The report will provide an overview of where the project presently stands in relation to the established schedule, as well as an activity summary. Issues, problems, concerns, questions that are currently being worked through, in addition to the discussion of the tasks that must be accomplished (by both EKI and the City) to keep the project moving forward will also be included in the report.

In addition, EKI will provide a supplemental report to assure communication of status is complete. This report will be generated via our **Project Management Intranet**. The report will contain the following information:

- Milestones in the last week, and if they are completed;
- Milestones due next week;
- Action items not completed by their due date; and
- Action items due to be completed in the next week.

The project manager collects reports from individual team members on the status of their tasks. This is in addition to the project plan that is updated by each team member on a weekly basis.

Periodically, the EKI Project Manager will also submit a Project Progress report that indicates accomplishments to date. It provides the current stage of development for the active tasks, in addition to the percent completed.

1.2 Change Management Plan

The list below includes the change management processes to be implemented during the project life cycle.

- Integrated Change Control
- Scope Verification
- Scope Change Control
- Schedule Control
- Cost Control
- Quality Control
- Performance Reporting
- Risk Monitoring and Control

This planning approach generates the following joint planning outputs:

Process	Output
Scope Planning	<ul style="list-style-type: none">• Scope Statement• Scope Management Plan

Scope Definition	<ul style="list-style-type: none"> • Work Breakdown Structure (WBS) • Scope Statement Updates
Activity Definition and Sequencing	<ul style="list-style-type: none"> • Activity Lists • Work Breakdown Structure (WBS) Updates • Project Network Diagram • Activity duration and estimates
Resource Planning	<ul style="list-style-type: none"> • Resource Requirements
Schedule Development	<ul style="list-style-type: none"> • Project Schedule • Schedule Management Plan
Cost Estimating and Budgeting	<ul style="list-style-type: none"> • Cost Estimates • Cost Management Plan
Risk Management Planning	<ul style="list-style-type: none"> • Risk Management Plan
Risk Identification and Response Planning	<ul style="list-style-type: none"> • Risk Response Plan • Lists of prioritized Risks • Probabilistic Analysis of the project
Quality Management Planning	<ul style="list-style-type: none"> • Quality Management Plan • Operational Definitions • Checklists
Communications Management Planning	<ul style="list-style-type: none"> • Communications Management Plan

Integrated Change Control

What	Description	Who
Control the factors that create changes and get consensus	<ul style="list-style-type: none"> • EKI will manage the factors that generate changes to the project scope to determine if the change is necessary. • EKI will make sure changes are agreed upon before they are implemented. 	<ul style="list-style-type: none"> • Project Lead • Stakeholders (management, sponsor, team members)
Identifying changes	<ul style="list-style-type: none"> • EKI will identify when a change has occurred. • EKI will assess the impact of the change on the project scope, schedule, cost and quality. • EKI will implement the change management plan agreed upon during the planning phase. 	<ul style="list-style-type: none"> • Project Lead • Team Member

What	Description	Who
Managing changes	<ul style="list-style-type: none"> • Once changes have been approved, EKI will manage how they are implemented. • EKI will make necessary modifications to the plan to reflect the change impact on the project. 	<ul style="list-style-type: none"> • Project Lead

The list below includes the specific controlling processes to be implemented during the project life cycle; each of these processes is described in detail below.

- Scope Change Control
- Schedule Control
- Cost Control
- Quality Control

Scope Change Control

During the project planning, the scope will be refined to clearly define, in detail, the deliverables to be produced during the project execution and control phase. The Project Manager, with the help of the project team, is responsible for:

- Managing the factors that generate changes to the project scope to determine if the change is necessary;
- Ensuring changes are agreed upon before they are implemented;
- Identifying any deviation from the documented project scope;
- Determining if implementing the change will be beneficial (cost/benefit analysis);
- Evaluating the impact of the change on scope, schedule, cost and quality;
- Securing client approval and obtain funding; and
- Making necessary modifications to the deliverables to reflect the changes.

Schedule Control

During the project planning, a baseline project schedule will be established. Frequently updating the schedule will allow the project manager to identify any potential problem areas because small slippages on individual tasks can add up to create significant issues with other, dependent tasks. The project manager is responsible for:

- Establishing a baseline project schedule against which performance is tracked and measured.

- Receiving task progress reports from team members indicating accurate status of task completion and updating the project schedule to reflect status.
- Identifying task slippages and potential risk to the project timeline.
- Identifying reasons for task slippage, such as over-allocated resources, incorrect estimation, issues due to other changes.
- Taking action to mitigate the cause of project delays.

Cost Control

It is the project manager's job to ensure that the project is completed within the allocated and approved budget. The project manager must identify the cause of the cost variance, which may be attributable to scope change, incorrect cost estimates, or other issues. The project manager is responsible for:

- Establishing a cost baseline during the project planning phase and ensure that all changes are appropriately recorded;
- Preventing incorrect, inappropriate, or unauthorized changes from being included in the cost baseline;
- Influencing the factors that create changes to the cost baseline;
- Monitoring cost performance to detect and understand variances from the plan;
- Managing the actual changes when, and as, they occur;
- Informing appropriate stakeholders of authorized changes;
- Taking action to bring expected costs within acceptable limits.

Quality Control

The project will be monitored to ensure that quality assurance activities defined during the project planning are being implemented and also to guarantee that the results meet the quality standards defined during the project initiation. The project manager is responsible for:

- Establishing quality standards and quality assurance processes during the project planning phase;
- Monitoring specific project deliverables to determine if they comply with relevant quality standards;
- Identifying ways to eliminate causes of unsatisfactory results. Listed below are some actions the project manager can implement to improve the quality:
 - Peer Reviews: review the specific deliverable; conducted by fellow team members.
 - Quality Checklists: use checklists to ensure the level of quality has been achieved for a specific deliverable.

- Project Audits: conduct audits during the project or at the end of a phase to ensure that quality assurance activities/processes are being implemented.

PM3

Project Management
Program Management
Portfolio Management

Project Manager Quick Reference Guide

Project Description	Project Objectives	Project Risks	Project Resources	Project Stakeholders	Project Deliverables	Project Milestones	Project Budget	Project Quality	Project Communication	Project Reporting	Project Monitoring	Project Control
Project Name	Project Objectives	Project Risks	Project Resources	Project Stakeholders	Project Deliverables	Project Milestones	Project Budget	Project Quality	Project Communication	Project Reporting	Project Monitoring	Project Control

The Project, Program Management & Portfolio Management Methodology (PM3) is part of EKI's Execution Excellence Suite delivery framework to ensure successful delivery of **The Right Projects, in the Right Way, with the Right People.**

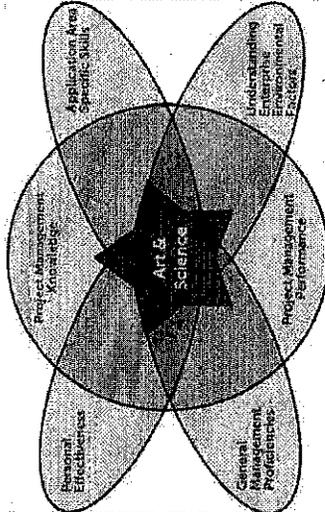
Project Managers Must Focus On

- ... Project delivery results and critical outcomes
- ... Using experience and judgment to effectively and appropriately apply the processes and tools, scaled appropriately
- ... Being agile and nimble in project delivery

Program/Project Management Playbook



Training & Project Management Competencies



This figure is derived from the PMBOK® Guide. It has been modified to reflect PMS content.

Critical Outcomes, Maximizing the Value

- Scope approved, managed, controlled and completed/deliverables are accepted by customer/sponsor
- Schedule managed to on-time delivery
- Resources / Staff managed effectively and efficiently
- Budget and Expenses (Costs) managed to deliver project within customer/sponsor approved budget, while preserving our profit margins
- Changes that affect scope, schedule and resources are managed and controlled (Integration Mgmt, change control)
- Risks and Issues are proactively managed all agreed upon requirements, Quality Planning, Quality Assurance and Quality Control
- Communications - The project stakeholders are involved, expectations are accurately set and managed, and key stakeholders receive adequate communications throughout the project lifecycle
- Purchases and suppliers are managed efficiently and according to policy (Customer and/or EKI)

PMBOK® Guide is a registered mark of the Project Management Institute, Inc.

Project Complexity Categorization, for Scaling PM3 Based upon Size, Complexity and Risk

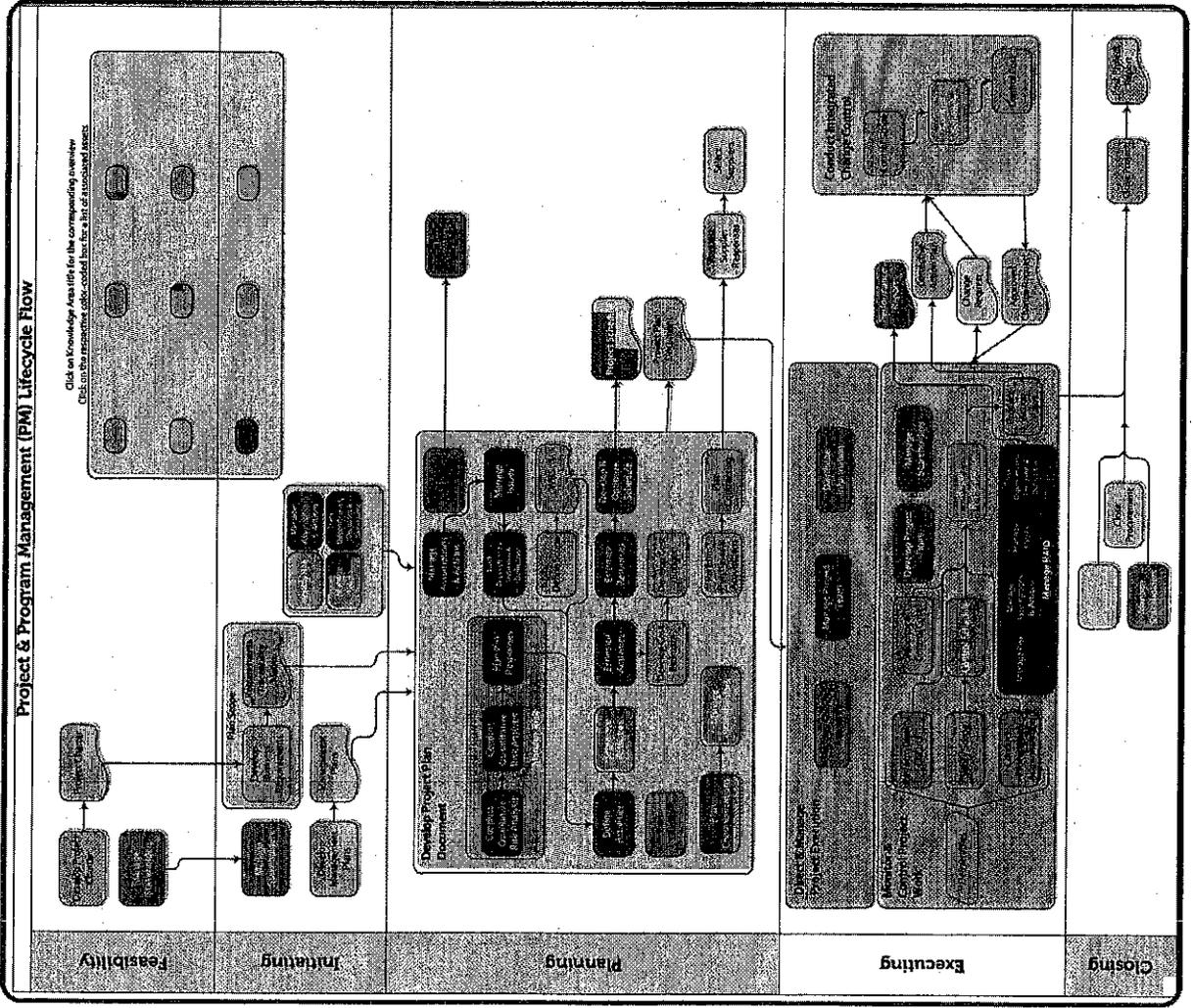
Use the PMS-05-200-Playbook-A5x- Scoring Worksheet to determine project level. The table is a summary sample of the categorization criteria.

Complexity	Low Risk	Medium Risk	High Risk
Mapping of legacy Project Categories	Project Work Packages and Standard workflow	Level 1 Projects: Level 2 Projects (Low End), Level 3 Projects (High End), Level 4 Projects (High End), Level 5 Projects (High End)	Custom Workflow (High End), Level 3 Projects (High End), Level 4 Projects (High End), Level 5 Projects (High End)
Complexity Factors	Low Impact & Complexity	Medium Impact & Complexity	High Impact & Complexity
Sting Factors (may be any/all of these attributes)	Project Effort < 200 hours	Typical labor budget less than \$100K	Typical labor budget > \$750K
Risk Factors	Small request or work package	No cross-functional dependency	Project timelines may be interrelated, aggressive with dependencies

PM3 Project Metrics, for Consistently Measuring Project Performance Results

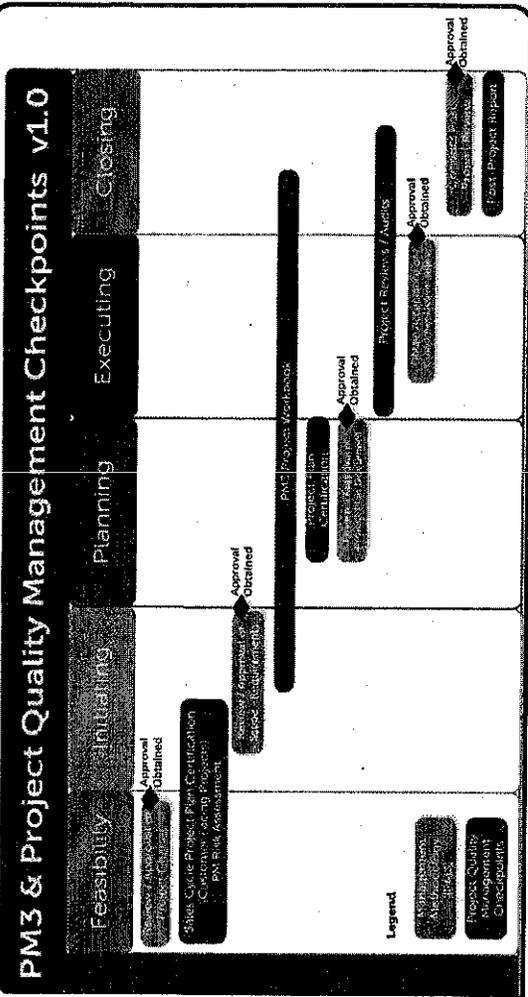
Category	PCC0	PCC1	PCC2	PCC3	Method / Tool	PPG
Schedule	Variance of Go - Live Complete Milestones: Baseline Dates compared to Actual	Variance of Go - Live Complete Milestones: Baseline Dates compared to Actual	Variance of Go - Live Complete Milestones: Baseline Dates compared to Actual	Schedule Performance Index (SPI): Earned Value / Planned Value	Effect Based Project Schedule	Integration Time
Cost	For projects that establish a unique project budget: Variance At Completion (VAC): Budget At Completion - Estimate At Completion	Variance of Close Project Complete Milestones: Baseline Dates compared to Actual Dates	Variance of Close Project Complete Milestones: Baseline Dates compared to Actual Dates	Variance of Close Project Complete Milestones: Baseline Dates compared to Actual Dates	Cost Management Tool	Cost
Quality	The Gate Review or Exit Review process	The Gate Review or Exit Review process	The Gate Review or Exit Review process	The Gate Review or Exit Review process	Deliverable Definition Signoff	Integration Cost

***** Balance the Project Risk with the Level of Methodology Rigor and Structure Applied *****



PM3 Quality Assessments, Ensuring Projects are Effectively Planned and Managed

Quality Assessment Type	Assessment Scope	Frequency	Staff	Effort Hours	Project Complexity Category	Assessment Results
Sales Cycle Project Plan Certification	<ul style="list-style-type: none"> PM3 compliance Key project performance areas from Project Plan Document (PPD) scope, schedule, cost, etc. 	During sales cycle and before BAFO	Segment PMO	16-32	PCC3	Project Workbook
Planning Phase Project Plan Certification	<ul style="list-style-type: none"> PM3 compliance Key project performance areas from PPD scope, schedule, cost, etc. 	End of planning	Segment PMO	20-28	PCC3	Project Workbook
Project Management Compliance-Self Assessment	<ul style="list-style-type: none"> PM3 compliance Quality opinion of PM3 artifacts 	End of each phase and every 3 months in execution	Project manager	1-4	All	Project Workbook
Project Management Compliance-PMO Assessment	<ul style="list-style-type: none"> PM3 compliance Quality opinion of PM3 artifacts 	End of each phase and every 3 months in execution	PMO assessor	2-6	All	Project Workbook
Project Review	<ul style="list-style-type: none"> PM3 compliance Key project performance areas from PPD scope, schedule, cost, etc. Project metrics and other performance criteria 	Semiannual in execution if >9-month duration. At least 1 time during execution if >6 and <9 months.	PMO assessor and/or senior project manager	24-32	PCC3	Project Workbook
Project Audit	<ul style="list-style-type: none"> PM3 compliance Key project performance areas from PPD scope, schedule, cost, etc. Project metrics and other performance criteria Product, quality, and technology review 	As deemed necessary by senior leadership.	2 or more senior project managers external to org	80-160	PCC3	Project Audit Project Workbook



Project Staffing

Provide the names of dedicated project manager and key personnel that will work on the project, and the time he/she will be dedicated to this project, and brief profile information. Prime and subcontractor personnel must have direct expertise in the service area proposed. Any additional consultants and/or subcontractors who will be performing work on this project, whether they are employed by Consultant or Cook County certified MBE/WBE firms must be listed.

The initial resources for this CRM program will be establish based on a current state analysis of the CRM program post Go-live. Based on the outcome of the analysis, over the life of the program, may change in accordance with overall Task Order requirements. Initial resource requirements include the following roles:

- Project Management
- Business Analysis
- CRM Development/ Quality Assurance
- CRM Support

EKI Resources

The following resources would be applied to this CCSD effort. Based on timing of executed Task Order, resource availability and/or initial analysis, resources may vary.

See attached for key personal that could work on the project.



MY-HIEN NGO, PMP®, CSM

Project Manager

PROFESSIONAL PROFILE

For over 17 years, My-Hien Ngo has applied her consulting acumen to large and small mission critical initiatives. She has a history of effectively managing system implementations from inception through completion, on-time, within budget, and ultimately meeting and exceeding client's expectations. Ms. Ngo has worked in some of the most demanding public and private sector environments where she has leveraged her breadth of experience in technology, business analysis and PM methodologies to craft innovative, lasting solutions to business and strategic objectives. She is a people-orientated professional able to quickly adapt to and add great value to EKI's clients.

CORE COMPETENCIES & ESSENTIAL SKILLS

Areas of Expertise:

Project Management, Business Analysis and Consulting, Software Quality Assurance (SQA), Business Process Management (BPM), Business Optimization services, Application/Systems Planning and Implementation, Application Design, Application/system Testing, and Education and Training.

Recent Engagements:

Currently, Ms. Ngo is managing and providing business analysis support to successfully deliver an Intranet solution for the Cook County Sheriff Office (CCSO) leveraging the most current Microsoft SharePoint 2013 Online cloud platform. The CCSO Intranet solution is crucial to the Sheriff's modernization strategy for open government and quick response information access.

Previously, Ms. Ngo provided management consulting, project management, and business analysis services at the National Restaurant Association (NRA). During this long and fruitful partnership, she collaborated with executive leadership to strategize and deliver key initiatives that are aligned with short and long term business revenue growth and positioning.

Ms. Ngo is the Project Manager on the Cook County General Business License engagement to implement a Microsoft Dynamics solution for business owners in unincorporated Cook County to apply for a General Business License online, and for various Cook County departments to administer the application and licensing processes. Businesses operating in unincorporated Cook County will be required to obtain a Cook County General Business License to effectively protect the public health, general welfare, and safety of the citizens of Cook County.

EXPERIENCE

ELECTRONIC KNOWLEDGE INTERCHANGE COMPANY

2002 - PRESENT

CLIENT – COOK COUNTY SHERIFF'S OFFICE FEBRUARY 2014 – JULY 2014

Role and Project – Project Manager and Analyst; Intranet with SharePoint 2013 Online

Managed and provided business analysis support to design and implement the Intranet for the Cook County Sheriff's Office (CCSO) to unify internal communications to all sectors of CCSO personnel and provide online collaboration capabilities.



- Facilitated design workshops to redesigned the organization's logo, and web property look and feel
- Facilitated information architecture workshops to define intuitive and usable site navigation
- Collaborated with design team and development team to implement smart and usable content management templates that are aligned with newly designed look and feel but with flexibility to meet current and near long term needs
- Managed the implementation of web service integration between SharePoint 2013 Online cloud solution and CCSO internal data sources for seamless data retrieval and availability.
- Designed and developed content management training sessions and tutorials to full system adoption and ownership organization wide.

CLIENT – NATIONAL RESTAURANT ASSOCIATION JANUARY 2011 – FEBRUARY 2014

Role and Projects – Project Manager and Analyst; Numerous projects including redesign and implementation of key NRA web properties (www.restaurant.org, www.servsafe.com, www.nraef.org, and www.employeeedge.org)

- Managed www.servsafe.com system enhancements to support online ecommerce (B2C and B2B) and processing of the print-based version of the Food Handler exam and certification.
- Managed the implementation of the www.employeeedge.org website which interfaces with Discover's debit card processing system, iMIS association software, and United Healthcare benefits application system.
- Managed the redesign and implementation of www.servsafe.com with modern user focused designs and migration to latest versions of .NET and SQL technologies to enhance the end user experience. As well as migration onto an enterprise wide content management system (Kentico) to empower business administrators the ability to maintain contents for fresh and relevant information dissemination.
- Managed the redesign and implementation of www.nraef.org to align their web property with the NRA's Education Foundation's renewed mission to nurture and build the next generation of restaurateurs and restaurant professionals.
- Managed the redesign and implementation of www.restaurant.org, NRA's flagship web property, to provide various sectors of NRA members with timely legislative information that directly affects their strategies and revenue stream.
- Managed and perform business analysis work on various other projects which includes implementations of the NRAEF scholarship system and NRA event registration processing.

CLIENT – COOK COUNTY DEPARTMENT OF REVENUE August 2010 – December 2010

Role and Project – Project Manager; Online General Business License Application Processing System

Managed a Microsoft .NET and Customer Relationship Management xCRM Dynamics system to support the administration of the General Business License (GBL) Cook County Ordinance, which requires businesses in unincorporated Cook County to register with the Cook and obtain a General Business License. The key objective of the ordinance is to focus on the anti-crime powers that license requirements extend to law enforcement. With the new license requirements, businesses that knowingly allow criminal behavior on their property can have their suspended or withdrawn, effectively shutting down crime hotspots and discouraging them from springing up elsewhere in unincorporated Cook County.

Implemented a custom Microsoft .NET system and Microsoft xCRM system which provided business owners with an online application tool with the following features:

- Business owners may self-register with the GBL system and manage their user and company profile.
- Complete and submit an application to obtain their General Business License.



- Accept various application fee payments including real time credit card payments.
- Ability for Cook County to post and maintain useful GBL information resource such as ordinance information, frequently asked questions, application guidelines and instructions, etc.
- Automated email confirmations to users (e.g. registration and application submission) are sent out by workflows within Microsoft xCRM.
- Fully utilized out of box Microsoft xCRM Dynamics functionality to provide automation support to the Cook County Department of Revenue (DOR), the administering body, and 5 other Cook County agencies to aid in the administration of the GBL application process:
- Configured workflows and security roles to allow six (6) Cook County agencies to review each submitted GBL application and provide their recommendation to approve or deny with the appropriate justifications.
- Configured xCRM mail merging capability for DOR to automate the merging of client information for license printing.
- Customized xCRM entities to store violations and administrative/court hearing results.
- Configured workflows to notify DOR staff when a GBL license revocation or suspension is recommended by any one of more of the 5 agencies.
- Configured workflows to provide DOR staff with the ability to issue revocations and suspension letter notices to business owners based on agency recommendations and hearing results.

CLIENT – State of Illinois Office of the Governor *August 2009 – April 2010*

Role and Project – Project Manager/Sr. Business Analyst; Section 1512 Federal Report Requirement Fulfillment of the American Recovery and Reinvestment Act (ARRA)

Managed the implementation of a SharePoint solution to support the State of Illinois Governor's Office initiative to enforce timeliness, accuracy, compliance and consistency of the American Recovery and Reinvestment Act (ARRA) Section 1512 Reporting Requirements across the State.

The solution provided the Governor's Office with a summary of awarded grants, progress, and expenditure of every ARRA program within the State of Illinois.

- Developed SharePoint and Nintex workflows to disseminate information from each report, catalogue reports based on content, and maintain versioning for most the updated information.
- Configured workflows to send email notifications to the Governor's Office audit team members to review agency reports prior to granting approval for final submission to the U.S. Office of Management and the Budget (OMB).
- Developed reports to aid in the audit and review processes, as well as executed summary reports for the most updated ARRA grants and expenditures.

CLIENT – Chicago Public Health Department (CDPH) *May – August 2009*

Role and Project – Project Manager; Project Focus and P2P

Managed the P2P project to automate the procurement process for goods and services at the Chicago Department of Public Health. The solution included implementation of the requisition workflow and processing using Appian, a rapid development Business Process Management (BPM) tool, which integrates with MS Dynamics Great Plains, packaged accounting system, and the City's Financial Management & Procurement System (FMPS) via a web service layer. Tasked with managing all aspects of project; task, schedule and resource planning; managing a team of fifteen from multiple vendors, and managing client relationship across functional units.

Managed the Project Focus initiative to implement a solution for CDPH to more effectively and accurately plan and track grant expenditures across the organizations and delegate agencies to mitigate millions of dollars in unspent federal grant dollars. The solutions seek to provide more timely and accurate grant expenditures with the realignment of budgeting, procurement, and fiscal functions across their enterprise.



Coordinated the participation of various business partners to ensure on time and quality deliverables.

CLIENT – Chicago Department of Procurement (DPS) June 2008 – May 2009

Role and Project – Business Analyst; Online EDS

The Online EDS is a web-based application designed to replace the existing paper-based process for the submission and approval of Economic Disclosure Statements (EDS). The goals of the Online EDS system is to improve back office operations of the procurement and contract process; increase public transparency of EDS documents; and streamline the overall City contract bidding process. The system serves the needs of vendors wishing to do business with the City, City staff and the public.

Planned and implemented the Pilot training program to kick off the Online Economic Disclosure Statement (EDS) system:

- Designed and developed video and text tutorials
- Facilitated training workshops for City personnel to review submit vendor economic disclosure statements for contract bidding compliance requirements.
- Conducted training and usability workshops with various vendors doing business with the City to assess usability and go live requirements.

CLIENT – Illinois Department of Healthcare and Family Services (HFS) May 2005 – May 2008

Role and Project – Project Manager; Energy Assistance LIHEAP.NET and EAFiscal web implementation

Managed the implementation of various LIHEAP systems built on Microsoft .NET platform:

- LIHEAP.NET provided various community agencies throughout the State of Illinois with online capabilities for LIHEAP application intake, eligibility and benefit determinations, and benefit tendering.
- EAFiscal enabled HFS LIHEAP administrator to monitor costs and budgets and allocate funds across the various counties and communities based on needs and urgency.
- LIHEAP electronic communication system provided real time a web service information exchange between LIHEAP.NET and major utility companies for purposes of account verifications, reconnection notifications, and benefit notifications.

CLIENT – City of Chicago Mayor's Office 2003 - 2005

Role and Project – Project Manager; Building Related Court Actions Data Warehouse and Data Mart (BRCA)

Responsibility:

Managed the Building Related Court Actions Project at the City of Chicago to implement the Court Actions Search Application, which allows public access to civil and criminal proceedings against properties and businesses in the City of Chicago.

- Designed the Court Actions Search Application data warehouse which is sourced from seven (7) city agency data repositories.
- Performed analysis and managed the data transformation and reconciliation to verify accuracy of data between target and source systems.

The Court Actions Search Application received an award from the Center for Digital Government for government data transparency.

CLIENT – City of Chicago 2004 - 2005

Role and Project – Project Manager/Business Analyst; Departmental Portal Implementations (Chicago Department of Environment, Chicago Department of Human Services, Chicago Department of Children and



Youth Services.

Responsibility:

Managed web portal implementation efforts for various Chicago Departments (www.cityofchicago.org) which included: Department of Environment, Department of Human Services, and Department of Children and Youth Services.

- Implemented department and program branding and marketing support to convey department and program goals and services.
- Performed information architect support for clear concise information access.

CLIENT - Chicago Department of Public Health (CDPH) 2002-2004

Role and Project – Business Analyst - facilitator, requirements definition, Use Case definition, application testing and training; CDPH Health Alert Network (HAN).

Responsibility:

- Facilitated focus group sessions for the Chicago Department of Public Health's (CDPH) Health Alert Network (HAN). Defined requirements for the Chicago HAN system, which includes an emergency alerting system, discussion forums, document management and secure inbox, to enhance interactions among the CDPH constituents.
- Provided the requirements via Use Cases to the development team while working in an iterative development environment. Worked closely with the development team to ensure customer's business needs were met. Prepared training materials and wrote online Help for the HAN system. Trained CDPH staff on the HAN functionality.

PREVIOUS EMPLOYERS

PRICE, WATERHOUSE, COOPERS
1997 - 2002

CLIENT - Insurance company targeting the construction industry, Lansing, MI

Role and Project: Consultant, Management Consulting Services; Insurance company solution strategy and vendor selection.

Responsibility:

- Developed enterprise solution strategy for market entry into Commercial Property and Casualty (P&C) insurance products to a \$30 million insurance mutual that provides worker's compensation insurance to regional construction contractors. Proposed integrated enterprise solution comprised of enterprise portal, P&C policy administration system, P&C claims administration system, management and statutory reporting system and Enterprise Application Interface (EAI) application.
- Performed vendor selection due diligence study, which uncovered \$1.5 million in hidden license and implementation costs.

CLIENT - Online Annuity and Insurance B2C and B2B firm, Marina Del Rey, CA

Role and Project: Consultant, Management Consulting Services; Online Annuity and Insurance web portal.

Responsibility:

- Designed and developed web portal for sales and servicing of life and annuities products in the B2C and B2B marketplaces developed on Microsoft ASP and IIS technology.
- Defined comprehensive and prioritized requirements to build robust online sales and service portal; facilitated envisioning, scope definition, and prioritizing sessions with client managers.
- Conducted business process analysis, data modeling, and user interface design sessions.



CLIENT- Alliant Foodservice Inc. -Online Foodservice Distribution Company, Deerfield, IL

Role and Project: Consultant, Management Consulting Services; CRM solution.

Responsibility:

- Developed clickstream Customer Relationship Management (CRM) solution to establish an e-commerce leadership position in the food service industry through analysis of online customer activity and behavior;
- Generated advertisement revenue collection reports for the Marketing department.
- Designed extract/transform (ETL) processes to convert data from source system to an Oracle operational data store (ODS), and from the ODS to Epiphany, which is a data mining and analytical (OLAP), trend analysis, and reporting tool.

CLIENT – Fortune 500 High-Technology Manufacturing Company, Houston, TX

Role and Project: Consultant, Management Consulting Services; B2B ecommerce web portal.

Responsibility:

- Developed B2B order processing and quote management portal, which launched an additional sales channel with revenues totaling \$2 million per year.
- Portal was built on Oracle database and Microsoft technologies including ASP (VB Script, HTML, and Java Script), Internet Information Server (IIS), Microsoft Transaction Server (MTS), Microsoft Message Queuing (MSMQ), Component Object Model (COM), and Visual Interdev.

EDUCATION & TRAINING

The Ohio State University, Columbus, OH

Bachelors of Science in Software Engineering

SPECIFIC SKILLS AND KNOWLEDGE

Languages or Methods, Operating Systems or Environments, Technologies and Platforms

Methodologies: PMI PMBOK® Standards, Scrum Agile Methodology, PwC's Ascendant™ Methodology; System Management Methodology (SMM).

Applications: Microsoft SharePoint, Kentico Content Management Solution, iMIS Association Management System, Tableau Business Intelligence Solution, Microsoft xCRM, BusinessObject, Crystal Reports, Epiphany, Castek, Callidus, Visual Interdev, BroadVision, Transcend, and Siebel.



ARMANDO CALVO SANTISBON

Senior Consultant

PROFESSIONAL PROFILE

Armando Calvo Santisbon is an experienced IT consultant capable of designing and developing large systems with a focus on Microsoft .NET and SQL Server technologies.

Armando has over 10 years of professional work experience designing and developing windows and web-based applications. He has experience working with Microsoft Certified Partners with experience in several areas of a project including: design, solution architecture, development and technical leadership. Besides being pro-active and self-motivated, Armando has a strong understanding of business needs and how they drive a solution that will meet or exceed the client's needs.

Armando's contributions to clients have ranged from design and development services to establishing software engineering practices aimed at reducing development time while increasing quality metrics through the use of model-driven development, static code analysis and software factories.

Armando's technical skills include desktop and web technologies as well as design patterns such as MVC. He has extensive experience in Software Development Life Cycle management as well as agile methodologies, particularly SCRUM.

CORE COMPETENCIES & ESSENTIAL SKILLS

Mr. Calvo Santisbon has a broad range of skills that he brings to every project

- Experienced .net developer, designer and architect.
- Microsoft Dynamics CRM
- C#, ASP.NET, design patterns, MVC.
- Unit testing, mock objects, static code analysis.
- Algorithm analysis and design.
- SQL Server development. Persistence design.
- Model-driven development, Test-driven development.
- Aspect-Oriented programming.
- Release management, source code management.
- Agile practices.
- Strong problem solving and analytical skills.
- Very effective communication in English and Spanish.
- He is a team player who understands the importance of collaboration and communication channels.
- Strong understanding of software development best practices.
- Able to take leadership roles in technical areas.
- Recognizes business goals and their relationship with technological solutions.

EXPERIENCE

ELECTRONIC KNOWLEDGE INTERCHANGE COMPANY
2008 - PRESENT

Client:

Chicago Department of Public Health

Role and Project

Infrastructure management and systems administration, Project Focus.

Responsibility

Managing the server infrastructure located at a hosting site. Providing support for development, QA and UAT teams by setting up environments for different applications. Deploying applications including CRM MS Dynamics GP, ProfitBase and MS Enterprise Reporting (ER). Supporting clients and end users with issues ranging from application configuration to network troubleshooting. Coordinating release efforts between collaborating technical teams to deliver the solution.

Results

Streamlined development processes to incorporate configuration management best practices into the application life cycle for different products, including the use of source control for configuration and development artifacts that were previously stored as database content exclusively. Eliminated many manual steps in the release management process, reducing environment-related issues and deployment times.

Client:

State of Illinois

Role and Project

Development and design, American Recovery and Reinvestment Act (ARRA) Reports.

Responsibility

Developing a Windows application in C# that interacts with SharePoint web services to retrieve Excel and xml data from document library items. Posting extracted and newly generated data back to SharePoint as list item properties. Creating Nintex workflows to process SharePoint data. Creating an Access front end for reporting on SharePoint list items. Using InfoPath to map report data in xml format to SharePoint columns.

Results

Significantly reduced the amount of time it took users to submit and review ARRA reports. Automated the way reports are categorized and stored. Provided a mechanism for detecting and correcting errors in the reports.

Client:

National Restaurant Association.

Role and Project

Development, design, and architecture. E-learning and e-commerce projects in Food Safety, ServSafe Alcohol Program, ServSafe International, Allergens, Portals. Development of Intranet site using MVC. Development using C# integrating with the iMIS corporate Relationship Management system.

Responsibility

Developing functionality for e-learning and e-commerce including certifications, exams, and courses. Securely managing sensitive client information such as SSN with a tokenization strategy. Defining best practices for development and configuration management including code analysis and automated builds. Adopting agile methodologies with the team. Working with development and architecture teams to address business needs with sound technical solutions. Working with different areas and teams including Product Development, DBA's, and UI designers to address the product owner's needs and make sure the project goals are achieved. Key player in the evaluation of technical solutions to business problems including request processing (SOAP vs REST), frameworks, tools, and architecture. Providing estimates for development efforts. Offering guidance to other technical team members including development, QA, and configuration management regarding implemented solutions for collaborative work, particularly SDLC workflows.

Results

The project that needed to handle sensitive information was able to fulfill its requirements without compromising user security. Build times for development and QA were dramatically reduced resulting in more efficient feedback throughout the development lifecycle. Communication has improved with agile methods resulting in more effective addressing of issues and less overhead.

Client:

Cook County Sheriff's Office

Role and Project

Development, design and architecture for Vehicle Maintenance and Time Tracking services.

Responsibility

Architecting and implementing the service for exposing data from the internal network to a cloud-based SharePoint portal in a secure way with single sign-on and the Microsoft Azure platform. Configuring Azure Active Directory applications to allow access via single sign-on. Encrypting configuration information needed by the service. Technologies used include Web API 2, OData, Azure, SharePoint Online, SQL Server, IIS, SSL, and Cross-Origin Resource Sharing (CORS).

Results

The internal vehicle maintenance and time tracking information is secure and available to users of the SharePoint Online portal from any location using their existing SharePoint credentials.

PREVIOUS EMPLOYERS**NEORIS**

2008 – 2008

Client:

Cascade Steel

Role and Project

Software Architect, Rolling Mill Tracking System.

Responsibility

In charge of defining the logical architecture for a distributed system with a complex UI. Architectural decisions include application frameworks to use, subsystem definition and communication mechanisms.

Results

The development time was significantly reduced compared to the company's historic data. This was in part because of the use of the Smart Client Software Factory which provided a standard way for developers to create independent business modules. Armando's decisions regarding communication mechanisms allowed the team to consume services in an asynchronous way whenever needed.

IIDEA SOLUTIONS

2005 – 2008

Client:

DeAcero

Role and Project

Architect, Global Assignment System.

Responsibility

Defined the logical architecture for a system responsible for production assignments in a steel factory. Architectural decisions include products and technologies to be used as well as integrating products and frameworks defined by corporate policies. Armando was also in charge of development guidelines and quality metrics.

Results

Successfully led the development of the system while incorporating static code analysis and integrating unit testing practices with the development environment.

Client:

DeAcero

Role and Project

<p>Software designer and developer / Technical lead, Steel Mill System.</p> <p>Responsibility Designed and developed a module for a system that monitored and controlled a steel mill. The module required the use of windows services and multithreading processing. The main objective of the module was to collect information from a data store, applying business rules, transformations and generation of information based on those data and placing them on different target databases on a scheduled, fault-tolerant manner.</p> <p>Results The solution provided a solid design and implementation based on design patterns where appropriate, guaranteeing maintainability and performance.</p>
<p>CROSSHORIZONS 2003 – 2004</p>
<p>Client: Mexican Postal Service, PEMEX, among others.</p> <p>Role Associate Consultant</p> <p>Responsibility Developed .net-based solutions as well as client negotiations while providing proof of concept implementations for different Microsoft products including BizTalk Server, Sharepoint, and Research Services. Responsibilities also included giving briefings at Microsoft facilities about new products and technologies.</p> <p>Results Successfully implemented .net applications for different clients matching their needs with technical solutions.</p>
<p>EDUCATION & TRAINING</p>
<p>BS in Computer Science. ITESM, Mexico.</p> <p>Received a High Academic Performance Award; 1st place at ITESM Campus Monterrey, 3rd place national on CENEVAL test.</p>
<p>PROFESSIONAL CERTIFICATIONS/MEMBERSHIPS</p> <ul style="list-style-type: none"> • Certified SCRUM Master. • Microsoft Certified Professional: Implementing Web Applications with Microsoft Visual C# .NET and Microsoft Visual Studio .NET.
<p>SPECIFIC SKILLS AND KNOWLEDGE</p>
<p>Languages or Methods</p> <p>C#, ASP.NET MVC, XML, SQL, VS 2013, UML, Object Oriented design, design patterns.</p>
<p>Operating Systems or Environments</p> <p>Windows 2003 server, Windows 7.</p>
<p>Technologies and Platforms</p> <p>Microsoft .NET 1.1/2.0/3.0/3.5/4.0/4.5, Web API, SQL Server, Sharepoint, Windows Communication Foundation, SOAP, Web services, Software Factories, Team Foundation Server, Nintex Workflow, Microsoft Dynamics CRM, InfoPath, NUnit, NMock, Enterprise Library, iMIS.</p>

Logistics

Indicate any requirements for space, equipment, access and other logistics at County locations. It is expected that the Consultant will observe the County's normal business hours of operation: (M-F, 8:30AM-4:30PM. If this will not be the case, please provide an explanation. Requirements for County personnel to work outside of standard business hours must be identified.

EKI Resource Logistics

EKI Resources outlined in this effort will observe the County's normal business hours of operation.

EXHIBIT 2

Schedule of Compensation

Cost Proposal

The following hourly are consistent with the Reference Contract rates established in the City of Chicago contract, and apply to this CCSD effort rates for the contract term of January 28, 2015 through January 27, 2018.

Project Manager	\$150.00
Business Analyst	\$150.00
Developer	\$135.00
Quality Assurance	\$135.00

Project Compensation

The following rates are consistent with the Reference Contract rates, and apply to this CCSD effort.

Roles	Resources	Rate/Hour	Hours/Year	Yearly Cost
Project Management	.1	\$ 150	60	\$ 9,000
Business Analyst	.1	\$ 150	120	\$ 18,000
CRM Development	.5	\$ 135	1440	\$ 194,400
Support/QA	.5	\$ 135	480	\$ 64,800
Total Annual	1.2		2,100	\$ 286,200
Monthly Payment				\$ 23,850

EKI Resources

The following resources would be applied to this CCSD effort. Based on timing of executed Task Order, resource availability and/or initial analysis, resources may vary.

The total, not to exceed contract fee is \$750,000.00

EXHIBIT 3

Evidence of Insurance



CERTIFICATE OF LIABILITY INSURANCE

OP ID: CB

DATE (MM/DD/YYYY)

01/03/2014

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 The Owens Group, Inc. 19 S. LaSalle St., Suite 500 Chicago, IL 60603 Valary E. Wright-Lewis		CONTACT NAME: PHONE (A/C, No, Ext): _____ FAX (A/C, No): _____ E-MAIL ADDRESS: PRODUCER CUSTOMER ID # ELECT-1	
INSURED Electronic Knowledge Interchge 33 W. Monroe Chicago, IL 60603	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : National Fire Ins. of Hartford		20478
	INSURER B : Continental Casualty Company		20443
	INSURER C :		
	INSURER D :		
	INSURER E :		
INSURER F :			

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

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

INSR LTR	TYPE OF INSURANCE	ADOL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY	X	2088115634	01/07/2014	01/07/2015	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY		2088115634	01/07/2014	01/07/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<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					BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (PER ACCIDENT) \$ \$ \$
B	UMBRELLA LIAB	X	2097291851	01/07/2014	01/07/2015	EACH OCCURRENCE \$ 5,000,000
	<input type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 10,000					CLAIMS-MADE AGGREGATE \$ 5,000,000 \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N	2088115620	01/01/2014	01/01/2015	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below					N/A E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Property Replacement Cost		2088115634	01/07/2014	01/07/2015	Contents On File

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 Cook County Government is named as additional insured within the provisions, with terms as per the City of Chicago's Contract #23001 as their interest may appear with respect to the operations of the named insured.

CERTIFICATE HOLDER COOKCG1 Cook County Government Office of the Chief Procurement Officer 118 N. Clark St., Room 1018 Chicago, IL 60602	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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EXHIBIT 4

Board Authorization

Exhibit 5

CJIS Security Addendum

**FEDERAL BUREAU OF INVESTIGATION
CRIMINAL JUSTICE INFORMATION SERVICES
SECURITY ADDENDUM**

The goal of this document is to augment the CJIS Security Policy to ensure adequate security is provided for criminal justice systems while (1) under the control or management of a private entity or (2) connectivity to FBI CJIS Systems has been provided to a private entity (contractor). Adequate security is defined in Office of Management and Budget Circular A-130 as "security commensurate with the risk and magnitude of harm resulting from the loss, misuse, or unauthorized access to or modification of information."

The intent of this Security Addendum is to require that the Contractor maintain a security program consistent with federal and state laws, regulations, and standards (including the CJIS Security Policy in effect when the contract is executed), as well as with policies and standards established by the Criminal Justice Information Services (CJIS) Advisory Policy Board (APB).

This Security Addendum identifies the duties and responsibilities with respect to the installation and maintenance of adequate internal controls within the contractual relationship so that the security and integrity of the FBI's information resources are not compromised. The security program shall include consideration of personnel security, site security, system security, and data security, and technical security.

The provisions of this Security Addendum apply to all personnel, systems, networks and support facilities supporting and/or acting on behalf of the government agency.

1.00 Definitions

1.01 Contracting Government Agency (CGA) - the government agency, whether a Criminal Justice Agency or a Noncriminal Justice Agency, which enters into an agreement with a private contractor subject to this Security Addendum.

1.02 Contractor - a private business, organization or individual which has entered into an agreement for the administration of criminal justice with a Criminal Justice Agency or a Noncriminal Justice Agency.

2.00 Responsibilities of the Contracting Government Agency.

2.01 The CGA will ensure that each Contractor employee receives a copy of the Security Addendum and the CJIS Security Policy and executes an acknowledgment of such receipt and the contents of the Security Addendum. The signed acknowledgments shall remain in the possession of the CGA and available for audit purposes. The acknowledgement may be signed by hand or via digital signature (see glossary for definition of digital signature).

3.00 Responsibilities of the Contractor.

3.01 The Contractor will maintain a security program consistent with federal and state laws, regulations, and standards (including the CJIS Security Policy in effect when the contract is executed and all subsequent versions), as well as with policies and standards established by the Criminal Justice Information Services (CJIS) Advisory Policy Board (APB).

4.00 Security Violations.

4.01 The CGA must report security violations to the CJIS Systems Officer (CSO) and the Director, FBI, along with indications of actions taken by the CGA and Contractor.

4.02 Security violations can justify termination of the appended agreement.

4.03 Upon notification, the FBI reserves the right to:

- a. Investigate or decline to investigate any report of unauthorized use;
- b. Suspend or terminate access and services, including telecommunications links. The FBI will provide the CSO with timely written notice of the suspension. Access and services will be reinstated only after satisfactory assurances have been provided to the FBI by the CGA and Contractor. Upon termination, the Contractor's records containing CHRI must be deleted or returned to the CGA.

5.00 Audit

5.01 The FBI is authorized to perform a final audit of the Contractor's systems after termination of the Security Addendum.

6.00 Scope and Authority

6.01 This Security Addendum does not confer, grant, or authorize any rights, privileges, or obligations on any persons other than the Contractor, CGA, CJA (where applicable), CSA, and FBI.

6.02 The following documents are incorporated by reference and made part of this agreement: (1) the Security Addendum; (2) the NCIC 2000 Operating Manual; (3) the CJIS Security Policy; and (4) Title 28, Code of Federal Regulations, Part 20. The parties are also subject to applicable federal and state laws and regulations.

6.03 The terms set forth in this document do not constitute the sole understanding by and between the parties hereto; rather they augment the provisions of the CJIS Security Policy to provide a minimum basis for the security of the system and contained information and it is understood that there may be terms and conditions of the appended Agreement which impose more stringent requirements upon the Contractor.

6.04 This Security Addendum may only be modified by the FBI, and may not be modified by the parties to the appended Agreement without the consent of the FBI.

6.05 All notices and correspondence shall be forwarded by First Class mail to:

Assistant Director

Criminal Justice Information Services Division, FBI

1000 Custer Hollow Road

Clarksburg, West Virginia 26306

**FEDERAL BUREAU OF INVESTIGATION
CRIMINAL JUSTICE INFORMATION SERVICES
SECURITY ADDENDUM**

CERTIFICATION

I hereby certify that I am familiar with the contents of (1) the Security Addendum, including its legal authority and purpose; (2) the NCIC Operating Manual; (3) the CJIS Security Policy; and (4) Title 28, Code of Federal Regulations, Part 20, and agree to be bound by their provisions.

I recognize that criminal history record information and related data, by its very nature, is sensitive and has potential for great harm if misused. I acknowledge that access to criminal history record information and related data is therefore limited to the purpose(s) for which a government agency has entered into the contract incorporating this Security Addendum. I understand that misuse of the system by, among other things: accessing it without authorization; accessing it by exceeding authorization; accessing it for an improper purpose; using, disseminating or re-disseminating information received as a result of this contract for a purpose other than that envisioned by the contract, may subject me to administrative and criminal penalties. I understand that accessing the system for an appropriate purpose and then using, disseminating or re-disseminating the information received for another purpose other than execution of the contract also constitutes misuse. I further understand that the occurrence of misuse does not depend upon whether or not I receive additional compensation for such authorized activity. Such exposure for misuse includes, but is not limited to, suspension or loss of employment and prosecution for state and federal crimes.

Printed Name/Signature of Contractor Employee

Date

Printed Name/Signature of Contractor Representative

Date

Organization and Title of Contractor Representative

SIGNATURE PAGE
(SECTION 9)

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

John E. Al

COOK COUNTY CHIEF PROCUREMENT OFFICER

DATED AT CHICAGO, ILLINOIS THIS 19 DAY OF February, 20 15

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

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

1411-14154

OR

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

TOTAL AMOUNT OF CONTRACT: Seven Hundred Fifty Thousand Dollars (\$750,000.00)

FUND CHARGEABLE: _____

APPROVED BY BOARD OF
COOK COUNTY COMMISSIONERS

APPROVED AS TO FORM:

FEB 10 2015

NOT REQUIRED

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