

**PROFESSIONAL SERVICES AGREEMENT
CONTRACT NO.1441-13298**

Help Desk Software

BETWEEN



COOK COUNTY GOVERNMENT

Bureau of Technology

AND

CHERWELL SOFTWARE, LLC

PROFESSIONAL SERVICES AGREEMENT

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- Exhibit 1 Scope of Services / Cherwell Statement of Work
- Exhibit 2 Cherwell Order Confirmation
- Exhibit 3 Evidence of Insurance

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 Cherwell Software, LLC, doing business as a(an) limited liability company of the State of Delaware hereinafter referred to as "Consultant".

BACKGROUND

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; and in the case of conflict, shall be read in the following order of precedence, but each subservient to Articles 1 through 12 of this Agreement:

- Exhibit 1 Scope of Services/ Cherwell Statement of Work
- Exhibit 2 Cherwell Order Confirmation
- Exhibit 3 Evidence of Insurance

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.

b) Deliverables

In carrying out its Services, Consultant must prepare or provide to the County various Deliverables. "**Deliverables**" are identified in Exhibit 1 and may 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(d)(iii) is solely for the benefit of the County and that it does not grant any third party beneficiary rights.

e) Minority and Women's Business Enterprises Commitment

In the performance of this Agreement, including the procurement and lease of materials or equipment, 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 \$1,000,000 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(i)(2).

(3) Automobile Liability (Primary and Umbrella)

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

(4) Professional Liability

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

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

(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 third party claims arising out of or incident to the performance or nonperformance of the Services 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. Documents do not include Contractor IP.

Subject to subparagraph (i) below regarding patents, copyrights and licenses, all Deliverables created under this Agreement whether made by Contractor, Contractor's subcontractors, Contractor's employees, the County, the County's contractors or employees, or any combination thereof are the property of the County, except for the Contractor IP embodied in the Deliverable. Contractor irrevocably and unconditionally sells, transfers and assigns to County and its designee(s), the entire right, title, and interest in and to all intellectual property rights that it may now or hereafter possess in said Deliverables, and all derivative works thereof, except for the Contractor IP embodied in the Deliverables.

Contractor will retain all right, title and interest in and to all intellectual property rights developed by Contractor, i) solely for clients other than the County, ii) for general commercial use by Contractor's end-user clients and prospective end-user clients, and (iii) for internal purposes and not yet delivered to any client, including all copyright, patent, trade secret, trademark and other intellectual property rights created by the Contractor in connection with such work (hereinafter the "Contractor IP"). The County acknowledges that its possession, installation or use of Contractor IP will not transfer to it any title to such property.

Except as expressly authorized in herein, the County will not distribute, sublicense, rent, reverse engineer, decompile or disassemble Contractor IP.

Contractor grants to the County, a fully-paid, royalty-free, non-exclusive, non-transferable,

worldwide, irrevocable, perpetual, assignable license to make, have made, use, reproduce, distribute, modify, publicly display, publicly perform, digitally perform, transmit, copy, sublicense to any County subcontractor for purposes of creating, implementing, maintaining or enhancing a Deliverable, and create derivative works based upon Contractor IP, in any media now known or hereafter known, to the extent the same are embodied in the Deliverables, or otherwise required to exploit the Deliverables.

i) Patents, Copyrights and Licenses

The Parties acknowledge that contemporaneously with execution of this Agreement, the Parties shall also execute the Cherwell Order Confirmation Form and End-User License Agreement (collectively, the "EULA") that relate to the County's license to use Contractor's software products identified on the Cherwell Order Confirmation Form (the "Licensed Software"). Notwithstanding anything to the contrary in this Agreement, the Parties acknowledge and agree that (i) the subject matter of this Agreement is limited to the Services and Deliverables to be provided hereunder; and (ii) the EULA shall govern with regard to all intellectual property rights and licenses related to or arising out of the Licensed Software, and maintenance and support thereof, which is the subject of the EULA. The term Deliverables or Services in this Agreement may describe deliverables to be provided under Exhibit 1 or a Statement of Work but shall not include the Licensed Software and any modifications, enhancements or derivative works of the Licensed Software and any generally available end-user documentation and training materials related to the Licensed Software.

If applicable, Contractor shall furnish the Chief Procurement Officer with all third party 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 the Documents or Deliverables 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 Documents or Deliverables 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 Documents or Deliverables; an equivalent Document or Deliverable having the Specifications as provided in this Contract; or Contractor shall modify the Document or Deliverable or its component parts so that they become non-infringing while performing in a substantially similar manner to the original Document or Deliverable, 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, no more than once annually and upon reasonable prior written notice to Contractor, 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 whom the Contractor has retained or expects to retain in connection with the Matter, as well as the nature of the relationship, and the total amount of the fees paid or estimated to be paid. The Contractor is not required to disclose employees who are paid or estimated to be paid. The Contractor is not required to disclose employees who are paid solely through the contractor's regular payroll. "Lobbyist" means any person or entity who undertakes to influence any legislation or administrative action on behalf of any person or entity other than: 1) a not-for-profit entity, on an unpaid basis, or (2), himself. "Lobbyist" also means any person or entity any part of whose duties as an employee of another includes undertaking to influence any legislative or administrative action. If the Contractor is uncertain whether a disclosure is required under this Section, the Contractor must either ask the County, whether disclosure is required or make the disclosure.

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

l) Limitation of Liability

To the maximum extent permitted by applicable law and except for the County's payment obligation under this Agreement, each party's entire liability under this Agreement shall be limited to the amount paid or payable by the County for Services during the entire term of the

Agreement.

m) Exclusion of Consequential Damages

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR LOST PROFITS, LOSS OF USE OR INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, WHETHER IN CONTRACT, TORT OR ANY OTHER THEORY OF LIABILITY, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

n) County Data

For purposes of this Agreement, "County Data" means all data provided by the County to Contractor, provided by third parties to the Contractor for purposes relating to this Agreement, or otherwise encountered by Contractor for purposes relating to this Agreement, including, without limitation, all data sent to Contractor by the County and/or stored by Contractor on any media relating to the Agreement, including metadata about such data. To the extent there is any uncertainty as to whether any data constitutes County Data, the data in question shall be treated as County Data.

County Data does not include any data or content provided with Contractor's software out-of-the-box ("Contractor Content") and any images or expressions generated from the Contractor Content.

County Data, or any derivatives thereof, provided to Contractor or contained in any Contractor repository shall be and remain the sole and exclusive property of the County. Data created or collected from a third party on behalf of the County by the Contractor as part of this Agreement, shall become the property of the County. Contractor is provided a license to County Data hereunder for the sole and exclusive purpose of providing services under this agreement, including a limited non-exclusive, non-transferable license to store, record, transmit, and display County Data only to the extent necessary in the provisioning of the services under this agreement. Except for approved subcontractors, Contractor is prohibited from disclosing County Data to any third party without prior, specific written approval from the County. Contractor shall not use the County Data for any purpose other than that of rendering the Services under this Agreement, nor sell, assign, lease, dispose of or otherwise exploit County Data. Contractor shall not possess or assert any lien or other right against or to County Data.

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

o) Data Security and Confidentiality

Contractor shall implement appropriate measures designed to ensure the confidentiality and

security of County Data, protect against any anticipated hazards or threats to the integrity or security of such information, protect against unauthorized access or disclosure of information, and prevent any other action that could result in substantial harm to the County or an individual identified with the data or information in Contractor's custody. County Data shall only be utilized on a need-to-know basis for the purposes of performing Contractor's obligations under this agreement. The confidentiality obligations set forth in this agreement shall survive the duration of this Agreement and continue indefinitely.

Contractor agrees, upon request, to furnish to the County with a description of the steps Contractor has taken to prevent unauthorized access to, use of or disclosure of County Data. Upon advance reasonable notice and not more than once annually, Contractor agrees to allow representatives of the County access to Contractor's and its subcontractor's premises where County Data is kept for the purpose of inspective security (physical and electronic) arrangements; provided reasonable advance notice no more than once annually and subject to any agreed upon security, premises and confidentiality policies.

p) Security and Privacy for Application Development and Configuration

Contractor shall tender the Deliverables according to industry best practices and in a manner that reasonably protects the security, confidentiality and privacy of County Data and any individuals who may be considered data subjects as to the County, Deliverables, or County Data.

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 March 1, 2014 ("**Effective Date**") and continue for a term of one year until February 28, 2015 or until this Agreement is terminated in accordance with its terms, whichever occurs first. The maximum permissible amount that Contractor may invoice to the County under this contract is \$97,000.00, as detailed in Exhibit 1.

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(b) may result in economic or other losses to the County.

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

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

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.

h) Travel and Expenses.

The maximum permissible amount of this Agreement that Article 5(h) sets forth requires that the Contractor be responsible for all of its travel and expenses.

ARTICLE 6) DISPUTES

Any dispute arising under this Agreement between the County and Contractor shall initially be decided by the Chief Procurement Officer. The complaining party shall submit a written statement detailing the dispute and specifying the specific relevant Agreement 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. Dispute resolution as provided herein shall be a condition precedent to any other action at law or in equity but shall not preclude a Party from seeking an injunction or other appropriate equitable remedy. 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 material manner apply to and 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
- 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(a) and 9(c)
- viii) warrants that the Deliverables shall not contain disabling code planted by Contractor that will activate upon a predetermined date or that can be remotely activated by Contractor without the County's prior written consent;
- ix) warrants that, at all times, it has exercised and will exercise commercially reasonable efforts to assure that computer viruses have not been introduced into the Deliverables while the Deliverables are in Contractor's possession; and
- x) warrants that, at all times, it has exercised and will exercise commercially reasonable efforts to exclude unauthorized access by third parties, undisclosed programs, or extraneous code or data that may be reasonably expected to damage County Data or the County's software, systems or operations.

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, and only as related to organizational and signature authority.

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 reasonable request of the County and subject to Consultant's confidentiality obligations to its clients, 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(h) of this Agreement. If the County, by the Chief Procurement Officer in his reasonable judgment, determines that any of Consultant's Services for others conflict with the Services Consultant is to render for the County under this Agreement, Consultant must terminate such other services immediately upon request of the County.

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 Article 7 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, but shall not preclude review by a court of competent jurisdiction as defined in Section 10(d) 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 effect a cure within the cure period given in a Cure Notice. When a Default Notice with intent to terminate is given as provided in this Section 9.b and Article 11, Consultant must discontinue any Services, unless otherwise directed in the notice, and deliver all materials accumulated in the performance of this Agreement, whether completed or in the process, to the County. After giving a Default Notice, the County may invoke any or all of the following remedies:

- i) [INTENTIONALLY OMITTED]
- 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 to an injunction or any other appropriate equitable remedy;
- iv) The right to money damages;
- v) The right to withhold all or any part of Consultant's compensation under this Agreement;
- vi) The right to consider Consultant non-responsible in future contracts to be awarded by the County.

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

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

c) Early Termination

In addition to termination under Sections 9(a) and 9(b) of this Agreement, the County may terminate this Agreement, or all or any portion of the Services to be performed under it, at any

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

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

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

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

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(c).

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(b) of this Agreement; or

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

The County may offset these excess costs by use of any payment due for Services completed before the County terminated this Agreement or before the County exercised any remedies. If the amount offset is insufficient to cover those excess costs, 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, 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 not to exceed ninety (90) days 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; provided that if the County terminates for convenience pursuant to Article 9(c) of this Agreement, then Contractor shall take the aforementioned efforts at the rates set forth in Exhibit 1 of this Agreement.

h) Waiver

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

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

i) Independent Contractor

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

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

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

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

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

j) Governmental Joint Purchasing Agreement

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

ARTICLE 11) NOTICES

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

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

and

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

If to Consultant: Cherwell Software, LLC
12295 Oracle Boulevard, Suite 200
Colorado Springs, CO 80921
Attention: General Counsel

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.

EXHIBIT 1

Scope of Services



Innovative technology...
built upon yesterday's values



STATEMENT OF WORK

Prepared For

Cook County Government

Monday 27 January, 2014

Prepared By

Mark A. Shell

Director of Services

mark.shell@cherwell.com



January 27, 2014

Eytan Dallal
Cook County Government
118 Clark St
Chicago, IL 60602

Dear Eytan,

Thank you for considering Cherwell Service Management® and inviting our Professional Services team to assist you in developing a plan for your Implementation. The Cherwell Professional Services organization is dedicated to providing the highest standard of service to ensure a successful implementation of Cherwell Service Management.

The following Statement of Work represents our current understanding of your requirements and outlines our proposed approach to fulfilling those requirements. Please review this proposal and feel free to contact me with any questions or changes.

We look forward to developing a mutually rewarding, long-term relationship with Cook County Government.

Once again, thank you for allowing us to assist you. Please let us know if we can provide additional information or assistance as you evaluate Cherwell products and services.

Sincerely,

A handwritten signature in black ink that reads "Mark A. Shell".

Mark A. Shell
Director of Services
Cherwell Software, LLC
719-484-5838
mark.shell@cherwell.com

Professional Services Statement of Work for Cook County Government

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Revision History

Date	Version	Description	Author
July 25, 2013	1.00	Create first draft	Mark Shell, Cherwell Software
October 7, 2013	1.01	Updated per email from Gail Noren, 10-4-13 <ul style="list-style-type: none">• Change Management• SCCM Integration• Mobile device support• Integration with SolarWinds• Password Reset (multiple AD)• Customer Satisfaction Surveys	Mark Shell
January 27, 2014	1.02	Updated per email discussion with Eytan Dallal to change daily rate to \$2,000 including travel and expenses	Gail Noren
February 3, 2014	1.03	Added following sentence to page 16 <i>"Contractor is responsible for its own travel and expenses"</i> .	Gail Noren
February 5, 2014	1.04	Added Payment Schedule Section	Mark Shell

Introduction

Cook County is a county in Illinois with its county seat in Chicago. It is the second most populous county in the US after Los Angeles County, California. Cook County is the fifth largest employer in Chicago.

This Statement of Work outlines the work required to install and configure Cherwell Service Management® in support of Cook County's objectives.

Objectives

Cook County wishes to replace its existing BMC Service Desk Express system with Cherwell Service Management® (CSM) in order to implement a lighter, more flexible and intuitive solution for their Help Desk. Key objectives include: Incident Management and Request Fulfillment with Service Level Management, Robust Knowledge, a customer-facing Self-Service portal, and better dashboards and reporting Cook County would also like assistance with defining better Help Desk processes including categorization and escalation.

Environment

- Development/Test environment – Customer premise
- Production environment – Customer premise

Professional Services Statement of Work for Cook County Government

Scope

The following work (marked by 'X' marks) is in scope for this proposal:

- | | |
|--|--|
| <input checked="" type="checkbox"/> Cherwell Project Management | <input type="checkbox"/> Event Management |
| <input type="checkbox"/> On-site Cherwell System Administrator class | <input checked="" type="checkbox"/> Knowledge Management (Out-of-the-Box) |
| <input checked="" type="checkbox"/> Installation and core component setup | <input checked="" type="checkbox"/> Password Reset |
| <input checked="" type="checkbox"/> On-site design workshop | <input checked="" type="checkbox"/> Customer Satisfaction Surveys (Out-of-the-Box) |
| <input checked="" type="checkbox"/> Internal Incident Management and Request Fulfillment with basic SLAs in support of Incident Management and Request Fulfillment | <input checked="" type="checkbox"/> Dashboards and Reporting |
| <input checked="" type="checkbox"/> Problem Management (Out-of-the-Box) | <input type="checkbox"/> IT Project Tracking (ITPT) |
| <input checked="" type="checkbox"/> Change Management | <input type="checkbox"/> Bomgar Integration |
| <input type="checkbox"/> Release Management | <input checked="" type="checkbox"/> Integrations with third-party/external systems or data (SolarWinds and SCCM) |
| <input checked="" type="checkbox"/> Service Asset and Configuration Management | <input type="checkbox"/> Data migration or import from third-party/external systems or data sources |
| <input type="checkbox"/> Cherwell Discovery and Inventory (CDI) | <input checked="" type="checkbox"/> End-user documentation |
| <input checked="" type="checkbox"/> Self-Service portal / Service Catalog | <input checked="" type="checkbox"/> End-user training |
| <input checked="" type="checkbox"/> Browser Client (Out-of-the-Box) | <input checked="" type="checkbox"/> Go-Live Support |
| <input checked="" type="checkbox"/> Mobile device support (Out-of-the-Box) | |

Professional Services Statement of Work for Cook County Government

Place of Performance

Cook County's offices located at:
118 Clark St
Chicago, IL 60602

Some work may be performed remotely whenever possible in order to minimize costs if agreed to by both Cherwell and Customer.

Period of Performance

- Desired engagement start: TBD
- Desired engagement complete: TBD

Timeline/Major Milestones

Desired timeline targets are:

- Attend Cherwell System Administration class (in Colorado Springs)..... TBD
- Design Workshop TBD
- Installation and core component setup..... TBD
- Implementation TBD
- System and User Acceptance Testing (*one to two weeks minimum recommended*) ... TBD
- Go live..... TBD

Cherwell and customer will agree to specific dates once the Statement of Work is fully executed.

Professional Services Statement of Work for Cook County Government

Designated Points of Contact

Customer shall designate an individual who will serve as the single point of contact for the coordination of all activities and issues related to the provision of the Professional Services. This person will facilitate acquiring any resources Cherwell requires to complete tasks and is responsible for organizing meetings with stakeholders and ensuring that any new requirements are brought to the attention of the Cherwell consultant in a timely manner. Any changes in the designated point of contact shall be made by notice in writing given to the other party.

For Customer	For Cherwell Software
Eytan Dallal <i>printed name</i>	Andy Nesheim <i>printed name</i>
Director, Enterprise Solutions <i>Title</i>	Professional Services Practice Manager <i>title</i>
(312) 603-1395 <i>Phone</i>	719.434.5824 <i>phone</i>
Eytan.dallal@cookcountyil.gov <i>Email</i>	andy.nesheim@cherwell.com <i>email</i>

Project Management	Consultant
TBD <i>printed name</i>	TBD <i>printed name</i>
Project Manager <i>title</i>	Consultant <i>title</i>
TBD <i>phone</i>	TBD <i>phone</i>
TBD <i>email</i>	TBD <i>email</i>

Professional Services Statement of Work for Cook County Government

Tasks

Description	Effort
<p>Installation and core component setup</p> <ul style="list-style-type: none"> ▪ Install Cherwell Service Management® <ul style="list-style-type: none"> ○ Confirm and validate Microsoft SQL environment ○ Confirm and validate Cherwell Server environment ○ Install Cherwell server software ○ Install Cherwell browser server software ○ Configure Cherwell software services ○ Configure Cherwell Auto-deploy ○ Test Cherwell software installation ▪ Setup and configure Email and Event Monitor <ul style="list-style-type: none"> ○ Setup connectivity to POP3 email server and SMTP server. ○ Configure Event Monitor to receive incoming e-mail to create, update, and close Incidents. ○ Email notification of assignment to relevant group or technician. ○ Email notification to customers when required. ▪ Setup and configure Active Directory <ul style="list-style-type: none"> ○ Configure integration with LDAP to load employee/customer table. ○ Configure Cherwell Users (Technicians) logins for single sign-on. ▪ Setup and configure Scheduler <ul style="list-style-type: none"> ○ Configure scheduler for scheduled process. ▪ Setup and configure Auto Deploy <ul style="list-style-type: none"> ○ Configure Auto Deploy to install client software. 	<p align="center">2 days</p>
<p>Responsibilities</p> <p>Customer – Provide access to systems as well as technical resources familiar with each of the technologies and environments required to install and configure the core product components.</p> <p>Cherwell consultant – Work with Customer's technical resources to successfully install and configure the core product components.</p>	
<p>Design Workshop</p> <p>Cherwell consultant will conduct an interactive, onsite design workshop with Customer's Process Owners to review best practices, desired workflows and business processes, and determine a feasible design for CSM that meets Customer's business requirements.</p> <p>Emphasis will be placed on transferring knowledge to customer staff related to best practices in designing and configuring Cherwell to meet their current on on-going requirements.</p> <p>Activities include:</p>	<p align="center">7 days</p>

Professional Services Statement of Work for Cook County Government

Incident Management and Request Fulfillment 2 days

- Review out-of-the-box (OOTB) – discuss gaps between OOTB and desired functionality
- Review best practice processes for workflow, categorization, and escalation.
- Forms, fields, logic, validation rules for any forms to be implemented
- Services, categories, sub-categories
- Status codes and descriptions
- SLAs or Service Level Targets
- Review/discuss SCCM integration to launch remote control session from an Incident.
- Determine design to be used in Cherwell
- Determine what will be performed by Cherwell and what will be performed by Customer

Problem Management ¼ day

- Review OOTB – discuss gaps between OOTB and desired functionality
- Review process for managing Major Incidents via Problems.
- Forms, fields, logic, validation rules for any forms to be implemented
- Determine design to be used in Cherwell
- Determine what will be performed by Cherwell and what will be performed by Customer

Change Management 1 day

- Review OOTB – discuss gaps between OOTB and desired functionality
- Review Customer's documented process(s)
- Forms, fields, logic, validation rules for any forms to be implemented
- Review approval process(s)
- Review impact assessment
- Determine design to be used in Cherwell
- Determine what will be performed by Cherwell and what will be performed by Customer

Professional Services Statement of Work for Cook County Government

Service Asset and Configuration Management (CMDB)

1 day

- Review OOTB – discuss gaps between OOTB and desired functionality
- Forms, fields, logic, validation rules for any forms to be implemented
- Determine where data is located in existing SolarWinds system and how it will be accessed for import or linking into CSM
- Determine data mapping between existing systems and CSM
- CI types
- CI attributes
- Determine design to be used in Cherwell
- Determine what will be performed by Cherwell and what will be performed by Customer

Self-Service Portal

1 day

- Review OOTB – discuss gaps between OOTB and desired functionality
- Review Customer's documented process
- Forms, fields, logic, validation rules for any forms to be implemented
- Review link functionality for password reset.
- Determine design to be used in Cherwell
- Determine what will be performed by Cherwell and what will be performed by Customer

Service Catalog

- Review out-of-the-box (OOTB) – discuss gaps between OOTB and desired functionality
- Review Customer's documented process(s) and Service description(s)
- Forms, fields, logic, validation rules for any forms to be implemented
- Determine design to be used in Cherwell
- Determine what will be performed by Cherwell and what will be performed by Customer

Security Model

½ day

- Review groups/profiles/settings required
- Determine design to be used in Cherwell
- Determine what will be performed by Cherwell and what will be performed by Customer

Professional Services Statement of Work for Cook County Government

Knowledge Management

¼ day

- Review OOTB – discuss gaps between OOTB and desired functionality
- Review existing knowledge sources and how they will be used with CSM
- Review Customer's documented process
- Determine design to be used in Cherwell
- Determine what will be performed by Cherwell and what will be performed by Customer

Dashboards and Reports

½ day

- Review out-of-the-box dashboards and reports as well as existing Customer dashboards and reports to determine if any additional dashboards and reports are required or if modifications to existing dashboards and reports are required.
- Design required modifications and/or additional dashboards and reports.
- Determine what will be performed by Cherwell and what will be performed by Customer

Password Reset

¼ day

- Review Customer's documented process
- Forms, fields, logic, validation rules for any forms to be implemented
- Review/discuss multiple AD environment and implications on design/supportability.
- Determine design to be used in Cherwell
- Determine what will be performed by Cherwell and what will be performed by Customer

Customer Satisfaction Survey

¼ day

- Review OOTB – discuss gaps between OOTB and desired functionality
- Review existing survey(s)/questions if any
- Review Customer's documented process for how to process surveys
- Determine design to be used in Cherwell
- Determine what will be performed by Cherwell and what will be performed by Customer

Professional Services Statement of Work for Cook County Government

<p>Responsibilities</p> <p>Customer – Review items to be covered in each session. Ensure key stakeholders and process owners are available and engaged in the workshop. Come prepared with process documentation required for meaningful discussion and design for each item listed above.</p> <p><u>Customer will have Services, Categories, Sub-categories, Default routing teams, Approvers, rules for routing approvals and notifications well defined before the start of the design workshop.</u></p> <p>Work with Cherwell consultant to ensure designs are feasible and can be accomplished within the amount of time scoped.</p> <p>Cherwell consultant – Facilitate the workshop. Provide guidance to ensure the design is feasible and can be accomplished within the amount of time scoped.</p>	
<p>Configuration Implement the following in Cherwell Service Management:</p> <p><i>Note: Basic out-of-the-box means the system, as configured after installation, with no additional configuration. Cherwell will make as many configuration changes to meet customer's process requirements as are possible within the time scoped for this activity. The Cherwell consultant will provide guidance to ensure that any design or configuration requests from the customer are feasible and can be accomplished within the amount of time scoped.</i></p>	<p>22 days</p>
<ul style="list-style-type: none"> ▪ Security Model 	<p>0.5</p>
<ul style="list-style-type: none"> ○ Design and configure security settings. ○ Coach Customer on configuration and maintenance of security settings including users, roles, teams, and security groups as identified in the design workshop. 	
<ul style="list-style-type: none"> ▪ Incident Management and Request Fulfillment 	<p>5</p>
<ul style="list-style-type: none"> ○ Implement basic out-of-the-box Incident Management and Request Fulfillment with minor modifications to support design developed in the design workshop. ○ Implement basic SLAs in support of Incident Management and Request Fulfillment. ○ Implement up to 3 Incident templates for repetitive types of issues. ○ Configure One-Step-Action to launch SCCM remote control session from an Incident form. 	
<ul style="list-style-type: none"> ▪ Specifics Screens 	<p>2</p>
<ul style="list-style-type: none"> ○ Implement up to three (3) specifics screens/forms. ○ Coach Customer staff to enable them to configure any remaining forms desired. 	
<ul style="list-style-type: none"> ▪ Problem Management 	<p>1</p>
<ul style="list-style-type: none"> ○ Implement basic out-of-the-box Problem Management with minor modifications to support design developed in the design workshop. 	
<ul style="list-style-type: none"> ▪ Change Management 	<p>5</p>
<ul style="list-style-type: none"> ○ Implement basic out-of-the-box Change Management with minor modifications to support design developed in the design workshop. 	

Professional Services Statement of Work for Cook County Government

<ul style="list-style-type: none"> ▪ Service Asset and Configuration Management ○ Implement basic out-of-the-box CMDB with minor modifications to support design developed in the design workshop. 	2
<ul style="list-style-type: none"> ▪ Knowledge Management ○ Implement out-of-the-box Knowledge Management. ○ <i>No additional configuration required.</i> 	0
<ul style="list-style-type: none"> ▪ Self-Service Portal ○ Implement basic out-of-the-box Self-Service using dashboards as landing pages with minor modifications to enable users to enter incidents and requests online via the Web interface. ○ Configure a link to Customer's password reset website. ○ Service Catalog <ul style="list-style-type: none"> ○ Implement basic out-of-the-box Service Catalog with minor modifications to support design developed in the design workshop. 	4
<ul style="list-style-type: none"> ▪ Browser Client ○ Implement basic out-of-the-box Browser Client. ○ <i>No additional configuration required.</i> 	0
<ul style="list-style-type: none"> ▪ Mobile device support ○ Implement out-of-the-box support for mobile devices. ○ <i>No additional configuration required.</i> 	0
<ul style="list-style-type: none"> ▪ Customer Satisfaction Survey ○ Implement basic out-of-the-box Customer Satisfaction Surveys ○ Configure process to control throttling surveys (how and when surveys get sent) ○ <i>No additional configuration required.</i> 	0.5
<ul style="list-style-type: none"> ▪ Password Reset ○ Configure Secret Questions object ○ Configure registration within the Cherwell Portal ○ Setup password reset object ○ Configure password Reset object within Cherwell Web Forms ○ Create Business Rules to reset password and monitor for failed attempts caused by incorrect responses to secret questions ○ Setup email notifications 	2

Professional Services Statement of Work for Cook County Government

<p>Responsibilities</p> <p>Customer – Responsible for joint development. Define and document in-scope processes prior to the start of engagement. Work with the Cherwell consultant to draft designs for screen layouts and forms. Define requirements and specification for reports and dashboard. Be available to provide input and make decisions on processes, form layout, etc. Provide data needed to populate tables, forms, emails, etc. Customer will define their key IT services prior to the start of the engagement in support of Incident classification. Work with Cherwell consultant to ensure designs are feasible and can be accomplished within the amount of time scoped.</p> <p>Cherwell consultant – Work with Customer to design and implement Cherwell software according to Customer's specifications. Provide guidance to ensure the design is feasible and can be accomplished within the amount of time scoped. Train and mentor Customer's administrator in configuring the software. Consultant is not responsible for data modification, cleansing, or alteration before, during, or after importing data.</p>	
Reporting and Dashboards	4 days
<ul style="list-style-type: none"> ▪ Build up to four (4) key reports or dashboards described in the design workshop. ▪ Work with Customer's Cherwell System Administrator to enable them to configure any remaining dashboards and reports that are required. 	
<p>Responsibilities</p> <p>Customer – Provide detailed specifications outlining data to be displayed on reports and dashboards. Work with Cherwell consultant to ensure designs are feasible and can be accomplished within the amount of time scoped.</p> <p>Cherwell consultant – Work with customer to produce desired reports and dashboards. Provide guidance to ensure the reports and dashboards can be accomplished within the amount of time scoped.</p>	
Data Integration and Migration	2 days
<ul style="list-style-type: none"> ▪ SCCM <ul style="list-style-type: none"> ○ Time to configure One-Step-Action to launch remote control session from Incident is covered under Incident Management above. 	
<ul style="list-style-type: none"> ▪ SolarWinds 2 <ul style="list-style-type: none"> ○ Configure Integration to Link or import SolarWinds CI data into the CSM CMDB. 	
<p>Responsibilities</p> <p>Customer – None.</p> <p>Cherwell consultant – None.</p>	

Professional Services Statement of Work for Cook County Government

Testing	2 days
<ul style="list-style-type: none"> ▪ Unit testing <ul style="list-style-type: none"> ○ The Cherwell consultant will perform unit testing as each process is designed and implemented. Time for this effort is included in the effort for each task. ▪ System test plan/script development 0 <ul style="list-style-type: none"> ○ Customer will develop any System Test plans/scripts required. ▪ System testing 0 <ul style="list-style-type: none"> ○ Customer will plan and perform system testing. ▪ User acceptance testing (UAT) 0 <ul style="list-style-type: none"> ○ Customer will plan and perform UAT. ▪ Resolve issues found during testing 2 <ul style="list-style-type: none"> ○ The Cherwell consultant will resolve issues found during system and/or user acceptance testing. 	
<p>Responsibilities</p> <p>Customer – Develop system and user acceptance test plans and scripts for the implemented system. Conduct System and User Acceptance testing and correct any items discovered during testing that are environmental.</p> <p>Cherwell consultant – Assist customer with test plan/script development. Correct any issues discovered during testing that are product related.</p>	
Project Management	2 days
<ul style="list-style-type: none"> ▪ Customer will provide a Project Manager with primary responsibility for managing and reporting on the project. ▪ Cherwell will provide a Project Manager and a Technical Implementation Lead. These individuals will work closely with Customer's Project Manager to create the initial project plan and manage any issues that arise to ensure timely and successful completion of the project. 	
<p>Responsibilities</p> <p>Customer – Provide primary oversight of the project goals, tasks and implementation plan.</p> <p>Cherwell – Work closely with Customer's Project Manager to create the initial project plan and manage any issues that arise to ensure timely and successful completion of the project.</p>	
End-user Documentation	2 days
<ul style="list-style-type: none"> ▪ Prepare a simple User Guide for end-users based on the as-configured system. 	
<p>Responsibilities</p> <p>Customer – Provide input and review assistance as requested by Cherwell consultant.</p> <p>Cherwell consultant – Prepare documents to reflect the as-configured system.</p>	

Professional Services Statement of Work for Cook County Government

Training	2 days
<p>End-user training</p> <ul style="list-style-type: none"> ▪ Conduct two (2) half-day sessions to train Help Desk staff on use of the as-configured system for Incidents and Requests. ▪ Conduct two (2) half-day sessions to train Field Technicians on use of the as-configured system for Incidents and Requests. 	
<p>Responsibilities</p> <p>Customer – Assist with preparation of the, classroom and scheduling. Attend sessions taught by Cherwell instructor.</p> <p>Cherwell consultant – Conduct training session(s) outlined above.</p>	
Go-Live Support	1 day
<ul style="list-style-type: none"> ▪ Early life support following system go-live. 	
<p>Responsibilities</p> <p>Customer – Determine the go-live strategy. Work with the Cherwell consultant to transition the Cherwell software into production in a manner that aligns with accepted company practices. Provide access to systems as well as technical resources familiar with each of the technologies and environments during go-live in order to troubleshoot and correct any issues that arise.</p> <p>Cherwell consultant – Provide guidance to Customer's technical resources in order to successfully transition the product to the production environment. Provide early life support to aid the Customer in quickly identifying and resolving any issues that arise.</p>	
Project sign-off	0 days
<p>Responsibilities</p> <p>Customer – Review the implementation with the Cherwell consultant and sign the Professional Services Project/Phase Acceptance form.</p> <p>Cherwell consultant – Review the implementation with the Customer and address any outstanding issues or concerns. Send signed Professional Services Project/Phase Acceptance form to Cherwell services Management.</p>	
Total estimated effort	46 days

Deliverables

1. On-site design workshop.
2. A fully functional Cherwell Service Management® system installed on Customer's servers.
3. In-scope business objects configured to meet Customer's process specifications and requirements.
4. End-user training guide document.
5. End-user training.

Professional Services Statement of Work for Cook County Government

Changes

Our Change of scope process applies to any additions, deletions, or modifications to the tasks in this Statement of Work. The Change Request Form, at the end of this document, must be completed and signed off before any changes are made. Once the Change Request form is completed and approved by Customer's management, the Cherwell consultant will submit the request to the Cherwell Services Director for approval. Management from both Cherwell and the Customer must sign the Change Request Form to authorize any change to the Statement of Work.

Customer Responsibilities

Access to Customer facilities

Customer shall ensure that Cherwell has timely and adequate access to Customer's management, personnel, staff, systems, and premises as reasonably required to provide the Professional Services.

Consultant work space

Customer shall provide the Cherwell Consultant with adequate workspace in which to accomplish the work set forth in this Statement of Work.

Access to information

Customer shall provide Cherwell personnel with appropriate access to information agreed to be pertinent to the completion of the work described herein. Copies of all such documentation will be available to Cherwell prior to starting work. Hard copy, Adobe Acrobat, HTML, and Microsoft Word formats are acceptable.

Access to System and network

Customer will provide the Cherwell Software Consultant with all necessary access, up to and including Administrator privileges, on systems on which they are installing and/or configuring software. At Customer's option, such access can be provided directly to the Cherwell Software Consultant or through a Customer employee. If this access is not granted directly to the Cherwell Software Consultant, a Customer employee with these privileges must be available at all times during Installation and core component setup.

The network, e-mail, and database administrator(s) shall be available to assist with the installation of Cherwell Software and as needed for the duration of the engagement.

Cherwell trained System Administrators

- At least one, and preferably two, Customer staff that have been trained in Cherwell System Administration shall be available for discussion and reviews during the engagement.
- A Customer employee shall be available during any implementation activities or tests Cherwell performs on production machines during the engagement.

System backup

Customer shall perform a full back-up of all affected systems prior to starting the work described herein.

Systems and infrastructure

- Stable network connections are required to be available and operational for all systems and servers deployed prior to Cherwell Service Management installation.

Professional Services Statement of Work for Cook County Government

- Customer shall acquire the required versions of the operating system, Microsoft Exchange and any other required products listed in the Cherwell Supported Platforms Guide as well as the correct number of licenses. Cherwell will not provide or install any software or software license that cannot be verified for compliance to copyright or patent laws.
- General Internet access must be allowed during test and production setup to allow access to the latest patches and support services. Internet access on the production deployment may be terminated after configuration work is completed.

Cherwell Personnel

- Cherwell Software assumes responsibility for its personnel providing services herein and will make all deductions required of employers by state, federal, and local laws, including deductions for social security and withholding taxes, and contributions for unemployment compensation funds, and shall maintain worker's compensation and liability insurance for each of them.

Work Schedule, Breaks, and Overtime

The work described in this Statement of Work is intended to be completed by a single consultant in an average workday of eight (8) hours. The consultant is allowed two 15-minute breaks and a one-hour lunch, which is in addition to the 8-hour schedule. Unless otherwise agreed, the consultant will arrive at 8:00 A.M. and finish by 5:30 P.M. Any hours beyond eight (8) per day must be discussed with and approved by Cherwell management prior to the start of the engagement.

Professional Services Statement of Work for Cook County Government

Cost Summary

Estimated costs for this project are as follows:

	Quantity	Rate	Total
Cherwell Professional Services to design and configure Cherwell Service Management®. ("Professional Services Fees")	46 days	\$2,000 per day	\$92,000
Cherwell Service Management® Foundations Class at Cherwell HQ - Colorado Springs, CO ("Training Fees")	2 persons attending a four-day training session	\$2,850.00 per each attendee in four-day training session	\$5,000
Total			\$97,000

This is a good faith estimate of the effort required to accomplish the tasks listed above. In the event that work is completed in less time than is estimated, the customer will only be billed for actual work performed. This is a not-to-exceed cost estimate meaning Cherwell will not invoice for amounts exceeding the total above without Customer's prior agreement in a signed change order request, which is subject to Article 10(c) of this Agreement. If additional time is required, a fully executed change order will be required, and the associated work will be billed at the daily rate of \$2,000. Contractor is responsible for its own travel and expenses.

1. All Professional Services are due within sixty (60) days of invoice.
2. Payment of invoices is subject to Customer's sign-off acceptance of relevant deliverables; provided that Customer will test and either accept or reject deliverables per the payment schedule below.

Payment Schedule

Payments shall be made according to the following schedule:

1. One quarter of Professional Services Fees for Cherwell Professional Services to design and configure Cherwell Service Management® upon completion of Installation and core component setup and the Design Workshop upon phase sign-off.
2. One quarter of Professional Services Fees for Cherwell Professional Services to design and configure Cherwell Service Management® upon completion of configuration, and Reporting and Dashboards tasks upon phase sign-off.
3. One quarter of Professional Services Fees for Cherwell Professional Services to design and configure Cherwell Service Management® upon completion of Data Integration & Migration, and Testing tasks upon phase sign-off.
4. One quarter of Professional Services Fees for Cherwell Professional Services to design and configure Cherwell Service Management® upon Project sign-off.
5. Training Fees upon attendances at training session, if the County chooses to attend Cherwell's optional (but strongly recommended) training session.

Professional Services Statement of Work for Cook County Government

Approvals

To indicate your acceptance of this statement of work, please sign below and return one copy of this document to us by e-mail or by FAX at 719-386-7001. Upon receipt of this signed SOW, the Project Manager will confirm your project dates. Changes to scheduled services may be made up to two weeks prior to a scheduled on-site. Subject to the not to exceed estimate above and Article 10(c) of this Agreement, schedule changes and/or cancellations made within two weeks of the scheduled onsite may result in a change fee of 15% of the total estimated expenses.

Professional Services Statement of Work for Cook County Government

Professional Services Project/Phase Acceptance

This document certifies that the Cherwell Software implementation is complete and that all project/phase objectives and deliverables from the Statement of Work have been met as agreed to by Cherwell Software and **Cook County Government** (Customer). By signing below, I/we agree that the project or phase has been completed and is fully acceptable to Customer.

Details of any changes/issues that need resolution prior to signing this document are listed below:

Approvals

The undersigned have reviewed this document and approve its contents.

For Customer

printed name

title

signature

date

Professional Services Statement of Work for Cook County Government

Change Request Form

Change Request No _____
Requester Name _____
Requester Company Name _____
Date Requested _____
Response Requested By _____

Change Requested

Estimated Schedule Impact

Estimated Cost Impact

Change Request Approved

The undersigned have reviewed and approve this change.

For Customer		For Cherwell Software	
<i>printed name</i>		<i>printed name</i>	
<i>title</i>		<i>title</i>	
<i>signature</i>		<i>signature</i>	
<i>Date</i>		<i>date</i>	

Professional Services Statement of Work for Cook County Government

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USA

www.cherwellsoftware.com

info@cherwellsoftware.com



Cherwell Statement of Work

version 3.28
7-23-2013

EXHIBIT 2

Cherwell Order Confirmation



CHERWELL ORDER CONFIRMATION

Cherwell Software, LLC
 12295 Oracle Blvd., Suite 200
 Colorado Springs, CO 80921
 (719) 386-7000 Fax: (719) 386-7001
 www.cherwell.com

Customer Name:	Cook County - Bureau of Technology	Prepared By:	Gail Noren
Installation Address:	69 West Washington Suite 2700, Chicago, IL 60602		
Primary Contact:	Eytan Dallal	Title:	Director, IT Enterprise Solutions
Telephone:	312-603-1366	Fax:	
Email:	eytan.Dallal@cookcountyil.gov	PO #:	
Billing Contact:	Larry Hosty	Billing Phone:	312-603-3951
Billing Contact Email:	larry.hosty@cookcountyil.gov	Date Issued:	2/10/2014
License Type:	Perpetual	Hosting Type:	Customer Hosted

Item	Description	QTY	Product Price	Discount	Unit Price	Amount
RapidResults™ and Foundation Training	RapidResults™ and Foundation Training as defined in the Professional Statement of Work version 1.05. Professional Services Contractor is responsible for its own travel and expenses. Total estimate includes 2 training attendees at \$2500 each.	46	\$2,250.00	\$ 250.00	\$2,000.00	\$97,000.00
Total Contact Value						\$97,000.00

Additional Terms:

Payments shall be made according to the following schedule:

1. One quarter of fees for Cherwell Professional Services to design and configure Cherwell Service Management® upon completion of Installation and core component setup and the Design Workshop upon phase sign-off.
2. One quarter of fees for Cherwell Professional Services to design and configure Cherwell Service Management® upon completion of configuration, and Reporting and Dashboards tasks upon phase sign-off.
3. One quarter of fees for Cherwell Professional Services to design and configure Cherwell Service Management® upon completion of Data Integration & Migration, and Testing tasks upon phase sign-off.
4. One quarter of fees for Cherwell Professional Services to design and configure Cherwell Service Management® upon Project sign-off.
5. Foundation Training Class to be invoiced as rendered.

Payment Terms: Payment due within 60 days of invoicing. Professional Services to be invoiced per the above payment schedule. The above pricing does not include any applicable sales tax or similar tax.

NOTE: All software to be delivered electronically

This Order Confirmation, together with the applicable license, subscription and/or services agreement identified below and incorporated herein, constitutes an agreement (collectively, the "Agreement") between Cherwell Software, LLC ("Cherwell") and Customer, and must be signed by an authorized representative of Customer. Use of the Licensed Software described above is subject to the Agreement. By using the Licensed Software or by signing below, Customer acknowledges and agrees to the terms and conditions contained in the Agreement which can be reviewed at the URL noted below or obtained from the Cherwell account manager. If Customer is ordering additional software licenses or services and has already executed an agreement with Cherwell, by signing below Customer agrees that the products and services quoted above are subject to the terms and conditions contained in Customer's existing agreement. This Order Confirmation expires 30 days from Date Issued.

End-User License Agreement (EULA) _____ Hosting Services Agreement (HSA) _____
 or
 End-User Subscription Agreement (EUSA) _____ Existing Cherwell Customer: _____

Each party signing below represents that it has authority to bind the company or legal entity named below.

CUSTOMER	Cook County - Bureau of Technology	CHERWELL SOFTWARE, LLC	
By: (print name and title)		By: (print name and title)	Jason Crea, VP Worldwide Operations
Signature		Signature	
Date:		Date:	

EXHIBIT 3

Evidence of Insurance

**ECONOMIC DISCLOSURE STATEMENT
AND EXECUTION DOCUMENT
INDEX**

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

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

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

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

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

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

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

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

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

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

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

"Lobbyist" means any person or entity who lobbies.

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

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

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

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

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

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

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

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

MBE/WBE UTILIZATION PLAN (SECTION 1)

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

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

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

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

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

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

MBE/WBE Firm: _____

Address: _____

E-mail: _____

Contact Person: _____ Phone: _____

Dollar Amount Participation: \$ _____

Percent Amount of Participation: _____ %

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

MBE/WBE Firm: _____

Address: _____

E-mail: _____

Contact Person: _____ Phone: _____

Dollar Amount Participation: \$ _____

Percent Amount of Participation: _____ %

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

Attach additional sheets as needed.

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

COOK COUNTY GOVERNMENT LETTER OF INTENT (SECTION 2)

M/WBE Firm: _____ Certifying Agency: _____
Address: _____ Certification Expiration Date: _____
City/State: _____ Zip _____ FEIN #: _____
Phone: _____ Fax: _____ Contact Person: _____
Email: _____ Contract #: _____

Participation: Direct Indirect

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

No Yes – Please attach explanation. Proposed Subcontractor: _____

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

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

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

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

Signature (M/WBE)

Signature (Prime Bidder/Proposer)

Print Name

Print Name

Firm Name

Firm Name

Date

Date

Subscribed and sworn before me

Subscribed and sworn before me

this ____ day of _____, 20____.

this ____ day of _____, 20____.

Notary Public _____

Notary Public _____

SEAL

SEAL

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

A. BIDDER/PROPOSER HEREBY REQUESTS:

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

B. REASON FOR FULL/REDUCTION WAIVER REQUEST

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

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

C. GOOD FAITH EFFORTS TO OBTAIN MBE/WBE PARTICIPATION

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

D. OTHER RELEVANT INFORMATION

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

CERTIFICATIONS (SECTION 4)

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

A. PERSONS AND ENTITIES SUBJECT TO DISQUALIFICATION

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

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

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

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

B. BID-RIGGING OR BID ROTATING

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

C. DRUG FREE WORKPLACE ACT

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

D. DELINQUENCY IN PAYMENT OF TAXES

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

E. HUMAN RIGHTS ORDINANCE

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

F. ILLINOIS HUMAN RIGHTS ACT

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

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

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

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

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

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

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

4. REAL ESTATE OWNERSHIP DISCLOSURES.

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

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

PERMANENT INDEX NUMBER(S): _____

(ATTACH SHEET IF NECESSARY TO LIST ADDITIONAL INDEX NUMBERS)

OR:

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

5. EXCEPTIONS TO CERTIFICATIONS OR DISCLOSURES.

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

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

COOK COUNTY DISCLOSURE OF OWNERSHIP INTEREST STATEMENT

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

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

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

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

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

This Disclosure of Ownership Interest Statement must be submitted by :

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

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

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

This Statement is an: Original Statement or Amended Statement

Identifying Information:

Name Cherwell Software, LLC D/B/A: Cherwell Software, LLC EIN NO.: 20-1205782

Street Address: 12295 Oracle Boulevard, Suite 200

City: Colorado Springs State: Colorado Zip Code: 80921

Phone No.: 719-386-7000

Form of Legal Entity:

Sole Proprietor Partnership Corporation Trustee of Land Trust

Business Trust Estate Association Joint Venture

Other (describe) Limited Liability Company

Ownership Interest Declaration:

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

Name	Address	Percentage Interest in Applicant/Holder
Oxford Holdings Group, Inc.	12295 Oracle Boulevard, Suite 200, Colorado Springs CO 80921	64.36%
Insight Venture Partners	680 Fifth Avenue, 8th Floor, New York, NY 10019	35.64%

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

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

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

Name	Address	Percentage of Beneficial Interest	Relationship

Declaration (check the applicable box):

- 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.

Timothy G. Pfeifer
 Name of Authorized Applicant/Holder Representative (please print or type)
[Signature]
 Signature
timothy.pfeifer@cherwell.com
 E-mail address

EVP Secretary
 Title
2/14/14
 Date
719-362-8527
 Phone Number

Subscribed to and sworn before me this 14th day of Feb, 2014

X [Signature]
 Notary Public Signature

My commission expires:

ROBIN KLEEMAN
 NOTARY PUBLIC, STATE OF COLORADO
 My Comm. Expires December 23, 2014



COOK COUNTY BOARD OF ETHICS

69 W. WASHINGTON STREET, SUITE 3040

CHICAGO, ILLINOIS 60602

312/603-4304

312/603-9988 FAX 312/603-1011 TT/TDD

FAMILIAL RELATIONSHIP DISCLOSURE PROVISION:

Section 2-582 of the Cook County Ethics Ordinance requires any person or persons doing business with Cook County, upon execution of a contract with Cook County, to disclose to the Cook County Board of Ethics the existence of familial relationships they may have with all persons holding elective office in the State of Illinois, the County of Cook, or in any municipality within the County of Cook.

The disclosure required by this section shall be filed by January 1 of each calendar year or within thirty (30) days of the execution of any contract or lease. Any person filing a late disclosure statement after January 31 shall be assessed a late filing fee of \$100.00 per day that the disclosure is late. Any person found guilty of violating any provision of this section or knowingly filing a false, misleading, or incomplete disclosure to the Cook County Board of Ethics shall be prohibited, for a period of three (3) years, from engaging, directly or indirectly, in any business with Cook County. *Note:* Please see Chapter 2 Administration, Article VII Ethics, Section 2-582 of the Cook County Code to view the full provisions of this section.

If you have questions concerning this disclosure requirement, please call the Cook County Board of Ethics at (312) 603-4304.

Note: A current list of contractors doing business with Cook County is available via the Cook County Board of Ethics' website at:

http://www.cookcountygov.com/taxonomy/ethics/Listings/cc_ethics_VendorList_.pdf

DEFINITIONS:

"*Calendar year*" means January 1 to December 31 of each year.

"*Doing business*" for this Ordinance provision means any one or any combination of leases, contracts, or purchases to or with Cook County or any Cook County agency in excess of \$25,000 in any calendar year.

"*Familial relationship*" means a person who is related to an official or employee as spouse or any of the following, whether by blood, marriage or adoption:

- | | | |
|-----------|-------------------|----------------|
| ▪ Parent | ▪ Grandparent | ▪ Stepfather |
| ▪ Child | ▪ Grandchild | ▪ Stepmother |
| ▪ Brother | ▪ Father-in-law | ▪ Stepson |
| ▪ Sister | ▪ Mother-in-law | ▪ Stepdaughter |
| ▪ Aunt | ▪ Son-in-law | ▪ Stepbrother |
| ▪ Uncle | ▪ Daughter-in-law | ▪ Stepsister |
| ▪ Niece | ▪ Brother-in-law | ▪ Half-brother |
| ▪ Nephew | ▪ Sister-in-law | ▪ Half-sister |

"*Person*" means any individual, entity, corporation, partnership, firm, association, union, trust, estate, as well as any parent or subsidiary of any of the foregoing, and whether or not operated for profit.

SWORN FAMILIAL RELATIONSHIP DISCLOSURE FORM

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

Name of Owner/Employee: _____ Title: _____

Business Entity Name: Cherwell Software, LLC Phone: 719-386-7000

Business Entity Address: 12295 Oracle Boulevard, Suite 200, Colorado Springs, CO 80921

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

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

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

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

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

[Signature] _____ Date 2/14/14
Owner/Employee's Signature

Subscribe and sworn before me this 14th Day of February, 2014

a Notary Public in and for El Paso County

[Signature]
(Signature)

NOTARY PUBLIC SEAL **ROBIN KLEEMAN** NOTARY PUBLIC, STATE OF COLORADO My Commission expires 12/23/14

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 LIMITED LIABILITY CORPORATION
(SECTION 8)

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

BUSINESS NAME: Cherwell Software, LLC

BUSINESS ADDRESS: 12295 Oracle Boulevard, Suite 200, Colorado Springs, CO 80921

BUSINESS TELEPHONE: 719-386-7000 FAX NUMBER: 719-386-7001

CONTACT PERSON: _____

FEIN: 20-1205782 * CORPORATE FILE NUMBER: _____

MANAGING MEMBER: _____ MANAGING MEMBER: _____

**SIGNATURE OF MANAGER: *Paula Pfeiffer*

ATTEST: *[Signature]*

Subscribed and sworn to before me this
14th day of February, 2014

ROBIN KLEEMAN
NOTARY PUBLIC, STATE OF COLORADO
My Comm. Expires December 23, 2014

X *[Signature]*
Notary Public Signature

Notary Seal

- * If the LLC is not registered in the State of Illinois, a copy of a current Certificate of Good Standing from the state of incorporation must be submitted with this Signature Page.
- ** Attach either a certified copy of the by-laws, articles, resolution or other authorization demonstrating such persons to sign the Signature Page on behalf of the LLC.

COOK COUNTY SIGNATURE PAGE
(SECTION 10)

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

John E. M.

COOK COUNTY CHIEF PROCUREMENT OFFICER

DATED AT CHICAGO, ILLINOIS THIS 20 DAY OF _____, 20____.

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

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

1441-13298

OR

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

TOTAL AMOUNT OF CONTRACT: \$ 97,080⁰⁰
(DOLLARS AND CENTS)

FUND CHARGEABLE: _____

APPROVED AS TO FORM:

M/A

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