PROFESSIONAL SERVICES AGREEMENT
GIS INTEGRATION SERVICES

CONTRACT NO: 1441-13549
FOR

PROFESSIONAL TECHNOLOGICAL SERVICES

BETWEEN

COOK COUNTY GOVERNMENT
RECORDER OF DEEDS

AND

SYSTEM DEVELOPMENT INTEGRATION INC
(Based on City of Chicago Contract No. 23004)

APPROVED BY BOARD OF
COOK COUNTY COMMISSIONERS

JUL 23 2014

COM_____

Contract No 1441-13549

PROFESSIONAL SERVICES AGREEMENT

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CONTRACT NO: 1441-13549

AGREEMENT

This Agreement is made and entered into by and between the County of Cook, a public body corporate of the State of Illinois, hereinafter referred to as "County" and System Development Integration Inc, doing business as a corporation of the State of Illinois hereinafter referred to as "Consultant".

BACKGROUND

Whereas, the County, pursuant to Section 34-140 (the "Reference Contract Ordinance") of the Cook County Procurement Code, states: "If a governmental agency has awarded a contract through a competitive method for the same or similar supplies, equipment, goods or services as that sought by the County, the Procurement may be made from that vendor at a price or rate at least as favorable as that obtained by that government agency without utilizing a competitive procurement method set forth in this Procurement Code;" and

Whereas, the City of Chicago solicited a formal Request for Proposal process for GIS Management Consulting Services, and the Consultant was identified as the qualified and best value provider for the services; and

Whereas, the City of Chicago entered into a contract on December 20, 2011 for the provision of services by the Consultant for the County relative to Technology Assessment; and

Whereas, the County wishes to leverage the procurement efforts of the City of Chicago; and

Whereas, this contract made and entered into by and between the County of Cook, a public body corporate of the State of Illinois, herein after the "County" and System Development Integration Inc, herein after the "Consultant"; and

Whereas, the County, through the Recorder of Deeds, desires certain similar services of the Consultant; and

Whereas, County Offices, Departments, and Agencies may utilize this agreement for specific contracted procurement efforts; and

Whereas, the Consultant agrees to provide to the County GIS Integration Services, incorporated as Exhibit 1, Scope of Services and Price Proposal; and

Whereas, the Consultant warrants that it is ready, willing and able to deliver these services set forth in Exhibit 1, Scope of Services and Price Proposal, all on pricing and payment terms equivalent to or more favorable to the County than those contained in the City of Chicago Contract No. 23004 as set forth in Exhibit 1, Scope of Services and Price Proposal, and incorporated herein by reference; and

Whereas, this Contract shall be effective August 1, 2014 through July 31, 2015; and

Whereas, Payment shall be as follows:

> In no case shall such charges exceed the amount of 375,000.00 Invoices in triplicate on County Invoice Form 29A shall be submitted by the Consultant to the Using Department when requesting payment. The County shall have the right to examine the books of the Consultant for the purpose of auditing the same with reference to all charges made to the County.
>
> In the event the Consultant receives payment under the Contract, reimbursement for which is later disallowed by the County, the Consultant 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 Consultant under any contract with the County; and

Whereas, the County and the Consultant agree to the Terms and Conditions as stated in the City of Chicago contract, hereto incorporated by reference as Exhibit 2, City of Chicago Contract No. 23004, all as may be applicable to the County; and

Whereas, the County General Conditions are incorporated and attached, and this Contract incorporates and is subject to the provisions attached hereto as General Conditions, and is incorporated herein by this reference; Notwithstanding such incorporation, none of the terms set forth in Exhibit 2 which conflict with the express terms of this Contract or its General Conditions shall be deemed or construed to supersede the terms of this Contract or its General Conditions; and

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, the sufficiency of which is acknowledged by each of the Parties, the Consultant and the County agree and the information set forth is incorporated by reference herein.

INCORPORATION OF BACKGROUND INFORMATION

The Background Information set forth above is incorporated and made a part of this Agreement by reference.

INCORPORATION OF EXHIBITS

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

Exhibit 1	Scope of Services and Price Proposal
Exhibit 2	City of Chicago No. 23004
Exhibit 3	Evidence of Insurance
Exhibit 4	Cook County Board of Commissioners Authorization

GENERAL CONDITIONS

GC-01 SUBCONTRACTING OR ASSIGNMENT OF CONTRACT OR CONTRACT FUNDS

Once awarded, this Contract shall not be subcontracted or assigned, in whole or in part, without the advance written approval of the Chief Procurement Officer, which approval shall be granted or withheld at the sole discretion of the Chief Procurement Officer. In no case, however, shall such approval relieve the Consultant from its obligations or change the terms of the Contract. The Consultant 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 Consultant shall have no effect on the County and are null and void.

Prior to the commencement of the Contract, the Consultant shall identify in writing to the Chief Procurement Officer the any and all Subcontractor it intends to use in the performance of the Contract. The Chief Procurement Officer shall have the right to disapprove any Subcontractor. Identification of Subcontractor to the Chief Procurement Officer shall be in addition to any communications with County offices other than the Chief Procurement Officer. All Subcontracts shall be subject to the terms of this Contract. Consultant 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 Consultant must disclose the name and business address of each Subcontractor, attorney, lobbyist, accountant, consultant and any other person or entity whom the Consultant 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 Consultant is not required to disclose employees who are paid or estimated to be paid. The Consultant is not required to disclose employees who are paid solely through the Consultant'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 Consultant is uncertain whether a disclosure is required under this Section, the Consultant 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 Consultants and Subcontractor of the Consultant shall be accountable to the Director of the Using Department or his designee while on any County property and shall abide by all rules and regulations imposed by the County.

GC-02 PERSONNEL

The quality, experience and availability of personnel employed by the Consultant is of the essence. The Consultant shall provide the County with a list of all key personnel to be used on the project and their designated assignment. The list shall include the qualifications of each person named. The County may at any time request, in writing, the Consultant to remove any of the Consultant's assigned personnel for cause and forthwith furnish to the County other acceptable personnel with thirty (30) days of notification. Notwithstanding the County's approval of Consultant's personnel, the Consultant shall be fully responsible to County for all work performed pursuant to this Contract by Consultant's employees, Subcontractor or others who may be retained by the Consultant with the approval of the County.

GC-03 INSURANCE REQUIREMENTS

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

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

3) The Consultant shall require all tiers of Subcontractor to waive the rights of recovery against Cook County and all tiers of Subcontractor.

Insurance Requirements of the Consultant

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

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

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

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

1. Coverages

(a) **Workers Compensation Insurance**

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

The Workers Compensation policy shall also include the following provisions:

1) Employers' Liability coverage with a limit of
$500,000 each Accident
$500,000 each Employee
$500,000 Policy Limit for Disease

2) Broad form all states coverage

(b) **Commercial General Liability Insurance**

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

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

(a) All premises and operations;

(b) Broad Form Blanket Contractual Liability;

(c) Products/Completed Operations;

(d) Broad Form Property Damage Liability;

(e) Cross Liability.

(c) **Comprehensive Automobile Liability Insurance**

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

1) Liability - All Autos: Bodily Injury & Property Damage - $1,000,000 per Occurrence

2) Uninsured/Motorists: Per Illinois Requirements

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

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

1) $2,000,000 each occurrence for all liability

2) $2,000,000 in the aggregate per policy year separately with respect to products and completed operations

2. Additional requirements

(a) Additional Insured

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

(b) Qualification of Insurers

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

(c) Insurance Notices

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

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

GC-04 INSPECTION AND RESPONSIBILITY

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

GC-05 INDEMNIFICATION

The Consultant covenants and agrees to indemnify and save harmless the County and its commissioners, officials, employees, agents and representatives, and their respective heirs, successors and assigns, from and against any and all costs, expenses, attorney's fees, losses, damages and liabilities incurred or suffered directly or indirectly from or attributable to any claims arising out of or incident to the performance or nonperformance of the Contract by the Consultant, or the acts or omissions of the officers, agents, employees, Consultants, Subcontractor, licensees or invitees of the Consultant. The Consultant expressly understands and agrees that any Performance Bond or insurance protection required of the Consultant, or otherwise provided by the Consultant, shall in no way limit the responsibility to indemnify the County as hereinabove provided.

GC-06 PAYMENT

All invoices submitted by the Consultant shall be in accordance with the cost provisions contained in the Contract Documents and shall contain a detailed description of the Deliverables for which payment is requested. All invoices shall reflect the amounts invoiced by and the amounts paid to the Consultant 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. Consultant shall not be entitled to invoice the County for any late fees or other penalties.

GC-07 PREPAID FEES

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

GC-08 TAXES

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

GC-09 PRICE REDUCTION

If at any time after the contract award, Consultant 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 GC-09, Price Reduction, a general price reduction shall include reductions in the effective price charged by Consultant 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 Consultant makes in the price of the Deliverables to its prospective customers generally.

GC-10 CONSULTANT CREDITS

To the extent the Consultant 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. Consultant shall reflect any such credits on its invoices and in the amounts it invoices the County.

GC-11 DISPUTES

Any dispute arising under the Contract between the County and Consultant shall be decided by the Chief Procurement Officer. The complaining party shall submit a written statement detailing the dispute and specifying the specific relevant Contract provision(s) to the Chief Procurement Officer. Upon request of the Chief Procurement Officer, the party complained against shall respond to the complaint in writing within five days of such request. The Chief Procurement Officer will reduce his decision to writing and mail or otherwise furnish a copy thereof to the Consultant and the Director of the Using Department. The decision of the Chief Procurement Officer will be final and binding. Dispute resolution as provided herein shall be a condition precedent to any other action at law or in equity. However, unless a notice is issued by the Chief Procurement Officer indicating that additional time is required to review a dispute, the parties may exercise their contractual remedies, if any, if no decision is made within sixty (60) days following notification to the Chief Procurement Officer of a dispute. No inference shall be drawn from the absence of a decision by the Chief Procurement Officer. Notwithstanding a dispute, Consultant shall continue to discharge all its obligations, duties and responsibilities set forth in the Contract during any dispute resolution proceeding unless otherwise agreed to by the County in writing.

GC-12 DEFAULT

Consultant shall be in default hereunder in the event of a material breach by Consultant of any term or condition of this Contract including, but not limited to, a representation or warranty, where Consultant has failed to cure such breach within ten (10) days after written notice of breach is given to Consultant by the County, setting forth the nature of such breach.

In the event Consultant shall breach any material terms or conditions of this Contract on more than one occasion during any twelve month period during the term hereof, or in the event Consultant expresses an unwillingness or inability to continue performing the Contract in accordance with its terms, the County may, at its option, declare the Consultant to be in default and the County shall be entitled to exercise all available remedies including, but not limited to, termination of the Contract, without affording the Consultant further opportunity to cure such breach. Failure of County to give written notice of breach to the Consultant shall not be deemed to be a waiver of the County's right to assert such breach at a later time, should the Consultant commit a subsequent breach of this Contract.

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

1. Failure to begin performance under this Contract within the specified time;

2. Failure to perform under this Contract with sufficient personnel, equipment, or materials to ensure completion of said performance within the specified time or failure to assign qualified personnel to ensure completion within the specified time;

3. Performance of this contract in an unsatisfactory manner;

4. Refusal to perform services deemed to be defective or unsuitable;

5. Discontinuance of performance of Consultant's obligations under the Contract or the impairment or the reasonable progress of performance;

6. Becoming insolvent, being declared bankrupt or committing any act of bankruptcy or insolvency;

7. Any assignment of this contract for the benefit of creditors;

8. Any cause whatsoever which impairs performance in an acceptable manner; or

9. Any other material breach of any term or condition of this Contract.

County shall be in default hereunder if any material breach of the Contract by County occurs which is not cured by the County within ninety (90) days after written notice has been given by Consultant to the County, setting forth the nature of such breach.

GC-13 COUNTY'S REMEDIES

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

If the Consultant fails to remedy a material breach during the ten (10) day cure period pursuant to General Condition GC-12, Default, or if Consultant commits a subsequent material breach within a twelve month period or expresses an unwillingness or inability to continue performing the Contract in accordance with its terms, the County shall have the right to terminate this Contract upon written notice to the Consultant which shall set forth the effective date of such termination.

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

GC-14 CONSULTANT'S REMEDIES

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

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

GC-15 DELAYS

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

GC-16 MODIFICATIONS AND AMENDMENTS

The parties may during the term of the Contract make modifications and amendments to the Contract but only as provided in this section. Such modifications and amendments shall only be made by mutual agreement in writing.

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

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

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

GC-17 PATENTS, COPYRIGHTS AND LICENSES

Consultant shall furnish the Director of the Using Department with all licenses required for the County to utilize any software, including firmware or middleware, provided by Consultant as part of the Deliverables. Such licenses shall be clearly marked with a reference to the number of this County Contract. Consultant 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.

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

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

GC-18 COMPLIANCE WITH THE LAWS

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

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

GC-19 MINORITY AND WOMEN BUSINESS ENTERPRISES COOK COUNTY ORDINANCE CHAPTER 10-43.7 PROFESSIONAL AND CONSULTING SERVICE AND SOLE SOURCE

I. POLICY AND GOALS

A. It is the policy of the County of Cook to prevent discrimination in the award of or participation in the County contracts and to eliminate arbitrary barriers for participation, as both prime and Subcontractor, in such contracts by local businesses certified as Minority Business Enterprises (MBE) and Women- Owned Business Enterprises (WBE). In furtherance of this policy, the Cook County Board of Commissioners has adopted a Minority-and-Women-Owned Business Enterprise Ordinance (the "Ordinance") which establishes a "best efforts" goal of awarding not less than thirty-five percent (35%) of the annual total dollar amount of professional, consulting service and sole source contracts and agreements to certified MBEs and WBEs.

B. A Proposer may achieve the MBE/WBE participation goals by its status as a MBE or WBE; by entering into a joint venture with one or more MBEs and/or WBEs; by subcontracting a portion of the work to one or more MBEs or WBEs; by entering into a Mentor-Protégé Agreement with a MBE or WBE; by the indirect participation of MBEs or WBEs in other aspects of the Proposer's business; or by a combination of the foregoing.

C. A Waiver Request must be submitted with the Proposal, documenting the inability of the Proposer to meet the goals, and providing written evidence of "Good Faith Efforts," to obtain goals.

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

II. REQUIRED SUBMITTALS

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

A. MBE/WBE Participation Documentation

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

1. A **Utilization Plan** identifying all firms intended to be utilized to fulfill the goals; the MBE/WBE status of each firm; the name, address, e-mail address and telephone number of the contact person for each MBE/WBE firm; the dollar value of the goods and services to be provided by the MBE/WBE firm; and the dollar value expressed as a percentage (%) of the total value of the purposed contract. (See Section I)

2. A **Letter of Intent** for each MBE/WBE containing specific information regarding goods to be provided or services to be performed by the MBE/WBE; the dollar value of the goods or services, the percentage (%) of the dollar value; and the original signatures of the appropriate officer for both the Proposer and the MBE/WBE. (See Exhibit II)

3. Current **Letter of Certification** for each MBE/WBE firm. Acceptable certifying agencies are: Cook County, Illinois Unified Certification Program (IUCP) and U. S. Small Business Administration. (SBA) (8A) or any other governmental body or agency approved by the Contract Compliance Administrator as applying certification standards substantially similar to those applied by the County of Cook may also be accepted.

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

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

B. Use of MBE/WBE Professionals

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

C. Affirmative Action Plan

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

III. NON-COMPLIANCE

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

IV. REPORTING/RECORD KEEPING REQUIREMENTS

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

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

The Office of Contract Compliance will notify each MBE/WBE Sub-Consultant of the award of a contract to a Prime Consultant, the MBE/WBE dollar amount of participation and the percentage (%) amount of participation. The Sub- Consultants will be required to submit on a timely basis, Sub-Consultants Payment Affidavits (see forms section) with proof of payment or money paid to them by the Prime Consultant.

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

1. **Annual Contracts**: monthly reporting from both Prime and Sub-Consultants.

2. **Multi Year Contracts**: quarterly reporting from both Prime and Sub-Consultants including proof of payments.

3. **One time** purchases require verification of proof of payment **immediately.**

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

V. EQUAL EMPLOYMENT OPPORTUNITY

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

Any questions regarding this document should be directed to:

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

GC-20 MATERIAL DATA SAFETY SHEET

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

GC-21 CONDUCT OF THE CONSULTANT

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

GC-22 ACCIDENT REPORTS

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

GC-23 USE OF COUNTY PREMISES AND RESOURCES

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

GC-24 TERMINATION FOR CONVENIENCE AND SUSPENSION OF CONTRACT

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

GC-25 GENERAL NOTICE

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

TO THE COUNTY:

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

TO THE CONSULTANT:

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

GC-26 GUARANTEES AND WARRANTIES

The Consultant shall furnish all guarantees and warranties applicable to the Deliverables to the Director of the Using Department prior to or at the time of delivery. All Deliverables shall be covered by the most favorable commercial warranties and guarantees the Consultant gives to any customer for the same or substantially similar Deliverables or Services. The rights and remedies so provided shall be in addition to and shall not limit any rights afforded to County under this Contract.

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

GC-27 STANDARD OF DELIVERABLES

Except as may be expressly stated in the Special Conditions or Specifications of this Contract, only new, originally manufactured Deliverables will be accepted by the County. The County will not accept any Deliverables that have been refurbished, rebuilt, restored or renovated in any manner. In addition, experimental materials will not be acceptable. Deliverables not produced by regular production methods and/or which have not been offered for sale to the public through accepted industry trade channels for a reasonable period of time prior to the commencement of the Contract will be considered experimental.

GC-28 DELIVERY

All Contract Goods shipped to the County shall be shipped F.O.B., DESTINATION, FREIGHT PREPAID. Arrangements shall be made in advance by the Consultant in order that the County may arrange for receipt of the materials.

Truck deliveries will be accepted before 3:00 P.M. on weekdays only. No deliveries will be accepted on Saturdays, Sundays or County Holidays. The County is not responsible for delivery delays due to waiting times for loading and unloading at dock locations.

The quantity of Contract Goods delivered by truck will be ascertained from a weight certificate issued by a duly licensed Public Weight-Master. In the case of delivery by rail, weight will be ascertained from bill of lading from originating line, but the County reserves the right to re-weigh at the nearest available railroad scale.

The County reserves the right to add new delivery locations or delete previously listed delivery locations as required during the Contract period. The only restriction regarding the County's right to add new delivery locations shall be that any new or additional location shall be within the geographical boundaries of the County of Cook.

GC-29 QUANTITIES

Any quantities of indicated in the Proposal Pages for the performance of the Contract are estimates for the purpose of determining an approximate total Contract amount and may not be the actual quantities required by the County during the term of the Contract. The County reserves the right to increase or decrease such quantities at the Contract price to correspond to the actual needs of the County. If the County increases the quantities required, any such increase shall be subject to an agreed written amendment in the Contract Amount. The County will be obligated to order and pay for only such quantities as are from time to time ordered, delivered, and accepted on purchase orders issued by the Chief Procurement Officer.

GC-30 CONTRACT INTERPRETATION

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

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

1. Addenda, if any.
2. Execution Forms
3. Specification.
4. Special Conditions.
5. General Conditions.
6. Instruction to Bidders.
7. Legal Advertisement.
8. Bid Proposal

GC-31 CONFIDENTIALITY AND OWNERSHIP OF DOCUMENTS

Consultant acknowledges and agrees that information regarding this Contract is confidential and shall not be disclosed, directly, indirectly or by implication, or be used by Consultant in any way, whether during the term of this Contract or at any time thereafter, except solely as required in the course of Consultant's performance hereunder. Consultant 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. Consultant 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 Consultant 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 Consultant 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 Consultant's own purposes or for those of any third party. During the performance of the Contract Consultant shall be responsible of any loss or damage to the Documents while they are in Consultant's possession, and any such loss or damage shall be restored at the expense of the Consultant. The County and its designees shall be afforded full access to the Documents and the work at all times.

GC-32 GOVERNING LAW

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

GC-33 WAIVER

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

GC-34 ENTIRE CONTRACT

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

GC-35 AUDIT; EXAMINATION OF RECORDS

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

The Consultant 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 Consultant receives payment under the Contract, reimbursement for which is later disallowed by the County, the Consultant 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 Consultant under any contract with the County.

To the extent this Contract pertains to Deliverables which may be reimbursable under the Medicaid or Medicare Programs, Consultant 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 Consultant 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, Consultant will cause such subcontract to contain a clause to the effect that, until the expiration of four years after the furnishing of any service pursuant to said subcontract, the related organization will make available upon request of the Secretary of Health and Human Services or the Comptroller General of the United States or any of their duly authorized representatives, copies of said subcontract and any books, documents, records and other data of said related organization that are necessary to certify the nature and extent of such costs. This paragraph relating to the retention and production of documents is included because of possible application of Section 1861(v)(1)(I) of the Social Security Act to this Agreement; if this Section should be found to be inapplicable, then this paragraph shall be deemed inoperative and without force and effect.

GC-36 FORCE MAJEURE OR UNAVOIDABLE DELAYS

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

GC-37 INDEPENDENT CONSULTANT STATUS; NO THIRD PARTY BENEFICIARIES

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

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

GC-38 GOVERNMENTAL JOINT PURCHASING AGREEMENT

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

GC-39 COOPERATIVE PURCHASING

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

GC-40 COOPERATION WITH INSPECTOR GENERAL

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

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

GC-41 FEDERAL CLAUSES

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

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

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

3. Federal Interest in Patents

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

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

4. Federal Interest in Data and Copyrights

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

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

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

(1) Any subject data developed under the contract or subagreement financed by a federal Grant Agreement or Cooperative Agreement, whether or not a copyright has been obtained; and

(2) Any rights of copyright which the Consultant purchases ownership with Federal assistance.

(d) Special Federal Rights for Planning Research and Development Projects. When the Federal Government provides financial assistance for a planning, research, development, or demonstration project, its general intention is to increase public knowledge, rather than limit the benefits of the project to participants in the project. Therefore, unless the Federal Government determines otherwise, the Consultant on a planning, research, development, or demonstration project agrees that, in addition to the rights in data and copyrights set forth above, the County or Federal Government may make available to any third party either a license in the copyright to the subject data or a copy of the subject data. If the project is not completed for any reason whatsoever, all data developed under the project will become subject data and will be delivered as the County or Federal Government may direct. This subsection, however, does not apply to adaptions of automatic data processing equipment or previously existing software programs for the County's use whose costs are financed with Federal transportation funds for capital projects.

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

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

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

5. Records and Audits

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

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

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

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

6. Environmental Requirements

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

The Consultant acknowledges that this list does not constitute the Consultant's entire obligation to meet all Federal environmental and resource conservation requirements. The Consultant will include these provisions in all subcontracts.

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

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

(c) Clean Water. The Consultant agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. §§ 1251 et seq. The Consultant further agrees to report and require each Subcontractor at any tier to report any violation of these requirements resulting from any Contract implementation activity to the County and the appropriate U.S. EPA Regional Office.

(d) List of Violating Facilities. The Consultant agrees that any facility to be used in the performance of the Contract or to benefit from the Contract will not be listed on the U.S. EPA List of Violating Facilities ("List"), and the Consultant will promptly notify the County if the Consultant receives any communication from the U.S. EPA that such a facility is under consideration for inclusion on the List.

(e) Preference for Recycled Products. To the extent practicable and economically feasible and to the extent that it does not reduce or impair the quality of the work, the Consultant agrees to use recycled products in performance of the Contract pursuant to U.S. Environment Protection Agency (U.S. EPA) guidelines at 40 C.F.R. Parts 247-253, which implement section 6002 of the Resource Conservation and Recovery Act, as amended, 42 U.S.C. § 6962.

7. No Exclusionary or Discriminatory Specifications
Apart from inconsistent requirements imposed by Federal statute or regulations, the Consultant agrees that it will comply with the requirements of 49 U.S.C. § 5323(h)(2) by refraining from using any Federal assistance to support subcontracts procured using exclusionary or discriminatory specifications.

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

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

10. No Federal Government Obligations to Third Parties
The Consultant agrees that, absent the Federal Government's express written consent, the Federal Government will not be subject to any obligations or liabilities to any Consultant or any other person not a party to the Grant Agreement or Cooperative Agreement between the County and the Federal Government which is a source of funds for this Contract. Notwithstanding any concurrence provided by the Federal Government in or approval of any solicitation, agreement, or contract, the Federal Government continues to have no obligations or liabilities to any party, including the Consultant.

11. Allowable Costs

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

12. Trade Restrictions

Consultant certifies that neither it nor any Subcontractor:

(a) is owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms published by the Office of the United States Trade Representative (USTR);

(b) has knowingly entered into any contract or subcontract with a person that is a citizen or national of a foreign country on said list, nor is owned or controlled directly or indirectly by one or more citizens or nationals of a foreign country on said list;

(c) will procure, subcontract for, or recommend any product that is produced in a foreign country on said list.

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

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

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

13. Contract Work Hours and Safety Standards Act

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

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

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

14. Veteran's Preference

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

15. Copyright Ownership

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

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

16. Accessibility Compliance

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

17. Visual Rights Act Waiver

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

18. Equal Employment Opportunity

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

19. Copeland "Anti-Kickback" Act (18 U.S.C. 874 and 40 U.S.C. 276c)
All contracts and subgrants in excess of $2000 for construction or repair awarded by recipients and subrecipients shall include a provision for compliance with the Copeland "Anti-Kickback" Act (18 U.S.C. 874), as supplemented by Department of Labor regulations (29 CFR part 3, "Consultants and Subcontractor on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each Consultant or subrecipient shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The recipient shall report all suspected or reported violations to the Federal awarding agency.

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

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

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

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

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

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

END OF SECTION

CONTRACT NO: 1441-13549

EXHIBIT 1

Scope of Services and Price Proposal

January 24, 2014

Proposal to Cook County Recorder of Deeds for Assessment of GIS Technology Use

Respectfully submitted by:

SDI

we're there.®

In Partnership with:

Urban GIS

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SDI we're there.® Urban GIS

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Section 1. Executive Summary

THE SDI TEAM'S UNDERSTANDING OF THE RECORDERS OBJECTIVES.
The Cook County Recorder of Deeds (CCRD) collects a $15 GIS fee for every recording transaction. The GIS fee provides funding to the Cook County Bureau of Technology to support and enhance the Enterprise GIS used by all County departments and elected offices. Like most land records related departments at the County, CCRD has many work functions that could be greatly enhanced by the implementation of GIS. Unfortunately GIS has historically been severely underutilized in comparison to other County departments.

Through recent efforts of the new administration, GIS competency and use has just begun to grow. The CCRD understands that GIS technology will be instrumental in improving its land records management and strategic thinking when attempting to tackle pressing issues such as fraudulent recordings and foreclosures. GIS technology provides spatial data management, spatial analysis and visualization tools that will provide a unique and much needed perspective of the CCRD land records information. By using GIS, the CCRD will begin to modernize its practices and methods and improve its ability to better serve its constituency.

SDI'S PROPOSED SOLUTION.
With this proposal, the CCRD is striving to improve its ability to use GIS technology and align its IT strategy to that of Cook County by leveraging external expertise in GIS and IT. This proposal will outline a solution that incorporates a phased approach at delivering GIS related products to the CCRD. The SDI Team will perform an in-depth analysis of all current business practices that use GIS technologies as well as determine where GIS can be integrated into additional business processes to improve analytical or strategic thinking, data validation, data reporting and visualization. The SDI team will provide an assessment of current GIS needs and a roadmap for improving the use of GIS. The SDI Team will also provide a pilot website with basic GIS functionality to provide a hands-on GIS experience for the internal organization to use and become familiar with GIS capabilities and concepts. By introducing more CCRD staff to GIS technology, the SDI Team hopes to unlock the imagination of the staff and promote growth organically in the use of GIS.

THE SDI TEAM: ALIGNED TO EXCEED CCRD'S EXPECTATIONS.
The SDI Team has carefully developed this proposal to assess the Recorder of Deeds Office use of GIS Technology to provide a roadmap for future use of GIS technology to improve processes for more efficient operations within the department. Based upon the SDI Team's experience with projects similar in scope and size, we are confident the CCRD will realize the lowest total cost of ownership and maximum return on its investment with our recommendations. On your behalf, the SDI Team will accept nothing less than complete success in delivering a "Go Forward" Future Plan.

Section 2. Scope of Work

Project Understanding

In late September 2013, Urban GIS was engaged to conduct an assessment of the Cook County Recorder of Deeds (CCRD) use of GIS technology and then provide suggestions for improving the use of GIS. Urban GIS delivered a report called the "GIS Assessment Results" which included a list of recommendations for next steps in improving the processes and tools used by CCRD staff. Currently, the Cook County Bureau of Technology (BOT) is sponsoring a number of GIS initiatives that directly involve the CCRD GIS program including the Cadastral Modernization project and development of a GIS-based Land Records Website. Urban GIS recognized the impacts of the BOT projects and used that information into formulating the recommendations into the assessment results. Urban GIS made a conscious attempt to make recommendations that complemented the BOT initiatives yet gave the CCRD their own GIS identity. This proposal will set forth an implementation plan that will confirm, prioritize and execute the recommendations.

Scope of Services

Detailed Assessment of CCRD GIS

The SDI Team will conduct interviews and work closely with CCRD GIS staff and managers to determine how GIS is currently being used, and should be employed at CCRD. Additionally, our Team will provide subject matter expertise and strategic planning that is aligned with the Cook County Bureau of Technology GIS enterprise initiatives. Finally industry standard practices will be evaluated and recommendations will be made for future GIS enabled work functions at CCRD.

The SDI Team will provide insights on implementing GIS to support CCRD staff with a variety of GIS related areas (including but not limited to):

- GIS Data evaluation and audits utilizing GIS tools and data
- Assessment of 20/20 data integration into the GIS database. Determine optimal workflow and system enhancements required to maximize GIS at CCRD
- Assess existing and proposed systems for security, scalability and performance
- Explore methods to expand CCRD access to countywide GIS data
- Develop a pathway to expand current GIS operations beyond its limitations
- Assist with the development of the GIS and overall IT vision
- Provide guidance on collaboration with other County business units

Pilot GIS Website

The SDI Team will develop a Pilot GIS Website complete with a variety of GIS layers and CCRD 20/20 data. This Pilot GIS Intranet site is intended for internal purposes, and will provide the foundation for future publically accessible websites. The Website will incorporate core GIS functionality, and will introduce the basic GIS concepts to the CCRD organization. Primary functionality of the website will include:

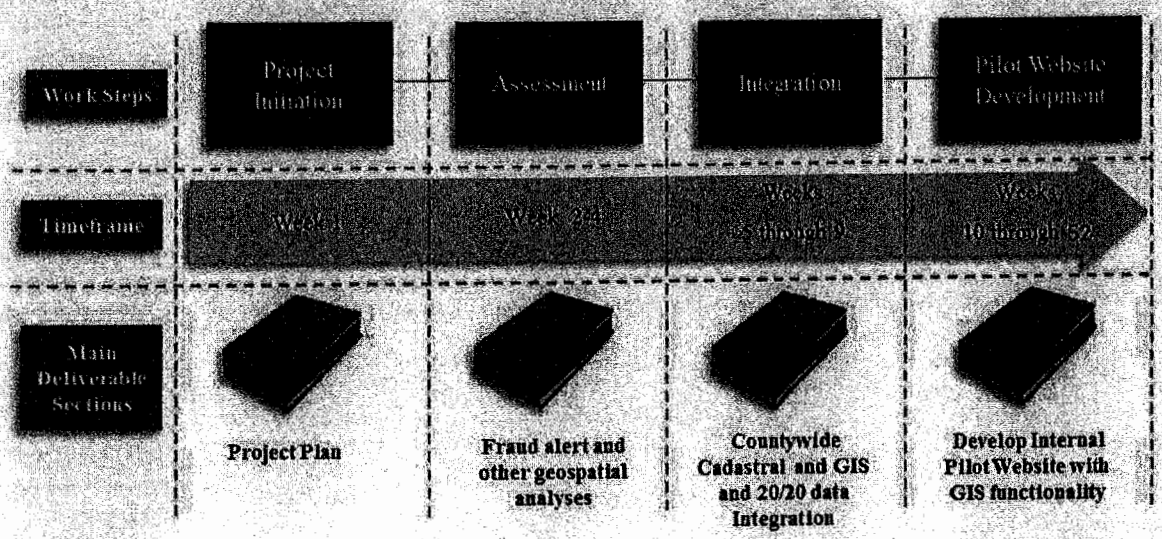
- Map navigation tools
- Select tools
- Identification tools
- Map legend
- Map layers (Aerial, road network, parcels, buildings etc.)
- Query and analysis tools

The Deliverables will include:

- Migrated 20/20 database
- Create CCRD geodatabase
- GIS Layers from CCBOT GIS (parcels, administrative boundaries, aerials, etc.)
- Fraud alert and geospatial analysis and reporting
- 20/20 data integrated into GIS
- Basic GIS web interface
- Training for incoming IT leadership and other personnel

Preliminary Project Plan – Website Development

Below is a high-level Project Plan for development of the GIS Website.



IT Consulting Services

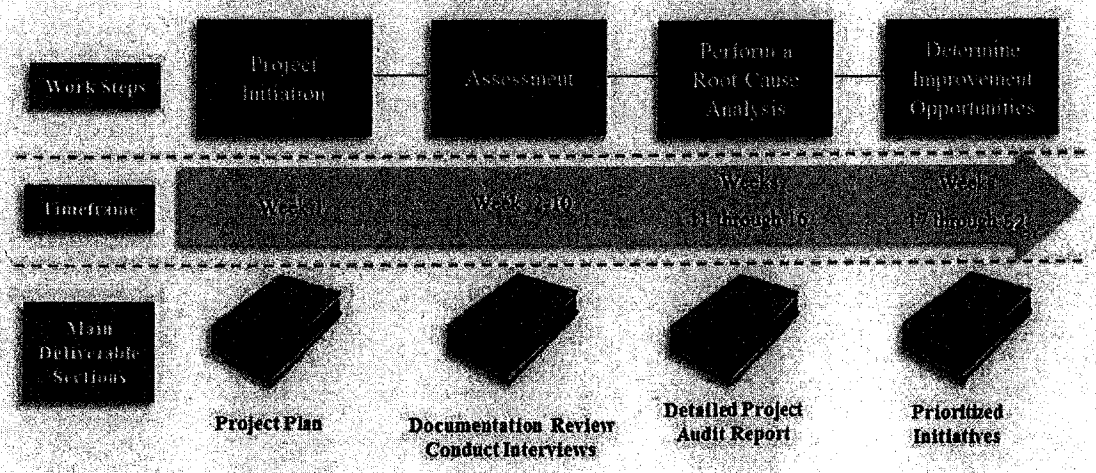
In addition to the tasks mentioned above, the SDI Team will provide guidance and insight for the Cook County Recorder of Deeds IT Department by conducting a Technology Assessment. Our Technology assessment and strategy service offering is focused on the planning, procurement, migration and standardization of information technology. This service will assist CCRD with the procedures and methods for making technology decisions, including the setting of priorities and the purchase, evaluation, upgrading, and use of technology.

A technology assessment can cover as many as 50 different items — administrative, organizational, and technology items. We have a scoping process that includes all of these items, and we sit down with the organization to mutually determine what's relevant to them. The typical scope includes 15-20 items.

At that point, we begin our assessment, which consists of documentation reviews, interviews with IT people, and interviews with executives and key users — because sometimes there's an alignment or satisfaction issue with IT.

Preliminary Project Plan – Technology Assessment

Below is a high-level Project Plan for the Technology Assessment.



Project Management and Quality Management Framework

The SDI Team's Project Management (PM) and Quality Management (QM) Frameworks provide a defined, systematic process for planning, directing, monitoring, adjusting, and controlling a series of interrelated projects. This process enables our clients to achieve agreed-upon objectives under the constraints of budget, time, resources, and technology.

Throughout an entire project, the SDI Team will meet CCRD's needs and expectations, including scope of services, time, cost, and quality management. The SDI Team organizes its PM and QM frameworks around the nine Knowledge Areas and five Process Areas in accordance with the Project Management Institute's (of which SDI is a corporate member) recognized Body of Knowledge (PMBOK). The purpose of these Knowledge and Process Areas is to ensure that projects are completed to specification, on time and within budget. SDI's unique application and focus of the PMBOK is based on broad experience on a wide variety of project types, sizes and interrelationships, and provides our Project Managers with a consistent and proven-successful framework for implementing our own corporate 'best practices' in program/project and quality management.

SDI focuses its PM and QM efforts around the following knowledge areas. Our Project Managers work with clients to decide upon the focus and priority of the knowledge areas, then devise and apply a variety of strategies to meet the objectives listed. Emphasis is placed on using proven interpersonal techniques, supplemented by various forms, templates, and tools to accomplish the objectives.

- **Content & Scope Management**
  - Provide project, program-wide cost and schedule controls
  - Maintain focus on milestones
  - Highlight valid scope variances and to update budget, scope and schedules, as appropriate
- **Resource Management**
  - Create realistic project staff plans, including roles and responsibilities and roll-on/off planning
  - Systematically manage the staff roll-on/off process, program-wide
  - Handle unplanned resource needs
  - Provide performance feedback to project staff in a timely manner
- **Issues Management**
  - Capture project issues in a central repository that records all necessary data
  - Communicate and resolve major issues as soon as possible while preventing issues from blocking progress
  - Provide a record of decisions made and the rationale
- **Risk Management**
  - Develop an effective process for identifying and minimizing project risks
  - Achieve optimum balance between minimization of risks, quality of deliverables, and ability to meet completion dates (i.e. do not "over minimize" risks at the expense of quality or schedule)

- **Communications Management**
  - Develop a comprehensive communications process that includes senior management and key stakeholders, including decision-makers, line managers, business process owners, end users, CCR's vendors and service providers, and both systems and process support staff
  - Eliminate or minimize miscommunication or confusion regarding project status, issues, changes in priorities, scope, or schedule, or other information
- **Project/Status Reporting**
  - Communicate team level progress
  - Communicate weekly accomplishments and next planned activities via face to face or conference call meetings
  - Emphasize progress against key milestones
  - Alert management to schedule and cost variance or quality issues
  - Highlight new issues or risks.

Quality Management has an especially important role in project success and SDI has emphasized that role by calling out even more specific detail in its Project and Quality Management framework.

- **Quality Planning**
  - Starts from the beginning of a project; engage CCR to discuss quality up front, bringing out quality concerns before any project plans are finalized
  - Identify early in the project lifecycle which quality standards, techniques, and tools are relevant to the project – these can be client standards, etc., or based on SDI's best practices
  - Determine, discuss and agree on how to implement the lifecycle quality plans
- **Quality Assurance**
  - Evaluate the overall project performance on a regular basis to provide confidence that the project will satisfy relevant quality standards
- **Quality Control**
  - Devise the appropriate quality tests and metrics before project execution
  - Apply the quality control tests openly and with CCR's participation
  - Monitor specific project results to determine if they comply with relevant quality standards
  - Identify ways to eliminate causes of unsatisfactory performance
- **Quality Improvement**
  - Support the execution of quality audits or reviews
  - Analyze the results of quality reviews with CCR
  - Take action to increase the effectiveness of the project to provide added benefits to the project stakeholders end users
  - As agreed to by the CCR, prepare project change requests or take corrective action
  - Follow the prescribed procedures for overall change control.

The SDI Team is committed to delivering high quality service and products throughout the project. Quality control checkpoints or inspections will be built into the project schedule. These checkpoints will serve to identify the responsible parties and the actions to be taken when deficient items are found.

Section 3. Qualifications of the SDI Team

SDI Company Background

SDI (System Development.Integration, LLC) delivers advanced technology systems and services for critical infrastructure and campus environments. For more than 20 years we have provided vendor-independent advisory services, technology delivery and SmartSourcing℠ managed services to critical environments to achieve higher levels of security, improved performance and lower operating costs. SDI delivers the deep technical expertise and complex systems' past performance of a national, top-tier systems integrator, with an agile, local delivery model focused on complete customer satisfaction.

Solutions for Critical Infrastructure

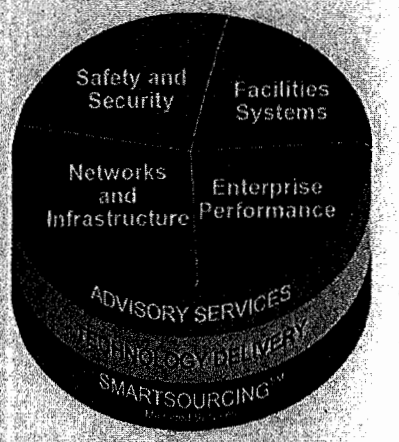
SDI has invested in building a technology-based consultancy that addresses the needs of owners and managers of critical infrastructure and campus environments, in such industries as:

- Transportation
- State and Local Government
- Education
- Federal Government Agencies
- Military Complexes
- Data Center and Technology
- Healthcare and Life Sciences
- Public Safety and Corrections
- Financial Institutions
- Stadiums and Event Venues
- Enterprise Commercial

SDI By the Numbers

- 21 Years of Experience In Advanced Technology Delivery
- Portfolio of Long-term, Leading Government and Commercial Clients
- Specialization in complex, IP-based security technology environments
- 250 business and technology professionals, averaging 15 years of industry experience per employee
- Customer base reports outstanding 97% customer satisfaction
- Proven Delivery Methodologies with Quality Assurance Best Practices
- Exceptional Bonding Capacity and Broad Insurance Coverage with Ample Policy Limits
- Capitalized by strong team of private equity investors
- Offices located in:
  - US: Chicago (HQ) Washington, DC
    Los Angeles/Sacramento, CA
    Knoxville, TN Louisville, KY
    Dallas, TX Charleston, SC
  - Istanbul, Turkev

SDI focuses our expertise, solutions and technology tools on these industries' key assets which have a significant impact on our clients' ability to deliver their core business service: their facilities, fleet, technology infrastructure/devices and information itself. SDI's solutions are specifically designed to maximize these critical assets to deliver a higher level of security, increase productivity and reduce the operating costs of our clients.



Each SDI solution area is driven by certified, experienced industry professionals, complimented by deep company credentials and a resume of successful technology delivery. And for each solution area, SDI brings the breadth of our Advisory Services, Technology Delivery and SmartSourcing Managed Services offerings to our clients, to seamlessly deliver reliable, secure and high-performance technology environments:

Safety and Security • Digital/Megapixel Video Surveillance System • Intelligent Video/Analytics • Access Control, Biometrics, Identity Management • Dispatch/Incident Management Systems • Physical Security Information Management • Mass Notification Systems • Command Center CONOPS and Design • Evacuation Planning/Signage **Networks and Infrastructure** • Deployment and Integration • Technical Operations • Performance Engineering • Security and Continuity • E-rate Program Delivery	**Enterprise Performance** • Enterprise Asset Management • Workforce Management • Billing/Customer Information Systems • Toll/Fare Collection Systems • Intelligent Transportation Systems • Executive Reporting/PMO • Independent Verification and Validation (IV&V) • Enterprise Collaboration • Real Estate Portfolio Optimization • Application Development • Geographic Information Systems

Subcontractor

SDI has teamed with a top tier GIS provider Urban GIS a **local minority** business to provide a complete GIS and IT Integrated Solution. Together, throughout our Proposal we are known as ***the SDI Team***.

What Urban GIS Provides

The Urban GIS team has a proven record of more than 12 years of successfully and continually executing GIS and data oriented projects for a number of government agencies throughout the Chicagoland area and within Cook County. Our vast project experience points to the fact that our knowledge is not limited to County GIS datasets, but also includes the data and systems of other departments within the County, including Cook County Assessor, Building and Zoning, and Highway departments.

Urban GIS Company Background

The primary focus at Urban GIS is the planning, design, and implementation of enterprise information systems. GIS and related technologies are utilized to assist our clients in effectively managing assets, activities, and incidents. We stay on the cutting edge of technology to provide innovative solutions while adhering to proven standards and principles.

The SDI Team Experience

The SDI Team has conducted IT Assessments, Business Process Analysis, Requirements Gathering, Change Management, and implemented GIS solutions to Municipalities and Utilities to manage critical assets and emergency situations for over 20 years. Below is a summary of our experience.

Cook County Assessor's Office - Cook County Ground Imagery Maintenance Project
Urban GIS was part of a team responsible for collecting 360 degree imagery of more than 200,000 parcels throughout Cook County. Vehicles equipped with GPS, high resolution cameras and various data collection equipment was used to create images, location points and attributes for Cook County parcels. In addition to the imagery, the project deliverables included address verification and the collection of a variety of critical property attributes.

South Suburban Mayors & Managers Association (Hazelcrest, IL) - Web Mapping Application Design Services
Using a Sustainable Communities Challenge Grant from the United States Department of Housing and Urban Development, the South Suburban Mayors and Managers Association (SSMMA) funded a multi-jurisdictional strategy known as the Chicago Southland Green TIME (Transit, Intermodal, Manufacturing, Environment) Zone that emphasized development around transit, intermodal freight industries, green manufacturing, and environmental stewardship. The SSMMA strengthened its GIS capabilities in support of these initiatives. Toward this end, Urban GIS and its partner firm, Symbiont, developed an online mapping application for sharing spatial data among all SSMMA member communities. Urban GIS also designed databases so that all of the association's future datasets will meet regional standards.

Country Club Hills, IL - Housing and Landlord Ordinance Management Application
Urban GIS was contracted by the City of Country Club Hills to design and build a Housing and Landlord Ordinance Management Application for the City Manager and Buildings Department. One component of this application is the Landlord Application. This application is part of the City's implementation of a new Crime Free Rental Housing Program to combat crime, drugs, and gangs in small rental properties. The program requires all residential landlords to apply for a Residential Rental License. Through the Landlord Application portal, land lords can apply on-line for certification and also sign up for a required public safety seminar. Other modules in the general application allow City staff in many different departments to track vacant housing and building complaints, map City assets and property, and support the City's efforts to maintain neighborhood health.

City of Chicago, Office of Emergency Management and Communications (OEMC)

- Provided on-site, 24x7x365 system support for over 77 LAN positions
- Conducted Requirements Analysis for the OEMC's Emergency Management application, developed functional and data requirements in conjunction with a number of City departments and external departments and agencies providing real-time information.
- Developed the BOMA Phase II GIS Application, a web-based application and data portal allowing OEMC decision makers access to critical building data and related floor plan data during daily dispatch operations.
- Completed 911 City base map development
- Performed Java Application Development and Application Support
- Performed City-wide emergency evacuation CADD file maintenance
- Upgraded network and security equipment.
- Performed Firewall/security infrastructure assessments and recommendations
- Used GIS and other database technology to analyze and assess various data sets for accuracy, completeness and usability in the City's GIS system
- Manipulated GIS databases to generate tabular and cartographic output
- Assisted departments in converting, building and maintaining graphic and non-graphic databases for GIS applications
- Developed and maintained standards for GIS databases in order to ensure the integrity and agreement between GIS data sets
- Created network analytics for Police and Fire dispatch units
- Resolved issues related to conflicting data by restructuring or developing new data sets
- Troubleshot problems related to GIS database operations encountered by users
- Researched new GIS technology and recommends changes to ensure the City's GIS system operates efficiently
- Trained users on GIS applications
- Sitting member of the GIS Steering Committee for the City of Chicago
- Created Web based GIS map for first responders

Chicago Department of Aviation – Integrated Safety, Security and Operations Command and Control Systems (ISSOCCS) Maintenance and Support at O'Hare and Midway International Airports

In addition to providing support and maintenance; and upgrades and enhancements for security systems at O'Hare and Midway Airports, SDI provides GIS support for the 911 Computer-Aided Dispatch (CAD) Systems at these Airports using Intergraph's GIS-based CAD Applications. This includes data structure(s) required to support the CAD map, sources and formats of map data (i.e. video and access controls, construction), and software and workflows used to create and maintain the CAD maps.

The primary use of the map data in the CAD environment is identification and verification of locations. When the location of an event or unit is related to a unique point, the CAD system can then automatically drive other dispatch-related functionality, including agency response, recommended units, nearby events, special location information (i.e. hazmat, hospital, school, etc.), thus providing greater situational awareness for dispatchers and responders.

SDI also develops and maintains custom reporting tools used with the CAD system, including geographic-based reporting based on customized categories of data, automated reporting based on incident types and locations, and event query tools for ad-hoc reporting.

ComEd

- Translated nearly 50,000 paper maps into computer-tagged image format files (TIFF) to allow for computer map reading.
- Migrated TIFF files into ComEd's computerized mapping system (Smallworld GIS) to create the mapping foundation for the AM/FM system.
- Consolidated material, maintenance and operational data from various sources
- Incorporated maps and data into the company's larger mapping environment, ComEd's Geographical Information System (CE*GIS).
- Provided access to SDI's First Chance Initiative, a group of Chicago-area high school students who are learning to become tomorrow's well-trained labor force.
- Participated as consultants to help ComEd staff add information and applications to the AM/FM system.
- Researched and map additional ComEd locations such as buildings, vaults and power stations to meet ComEd's growth.
- Geo-referenced scanned images of the underground facilities maps as references in white space management.
- Entered existing information from pole history books into spreadsheets
- Brought data up to level of accuracy to perform connectivity checks
- Captured work order changes

Section 4. Key Personnel

The Key Personnel we propose have extensive Project Management, Business Analysis, GIS, Requirements Gathering, Knowledge Management, Change Management, and Application Development experience. Below is a summary of experience for each of our proposed personnel.

Cecelia Bolden, Delivery Executive/Project Manager

Ms. Bolden is an IT professional with 25+ years of consulting experience and expertise, including responsibility for managing diverse multi-million dollar single, concurrent and multi-location and multi-country information technology and operational improvement projects from conception through implementation, within budget and on time for government entities, Fortune 500 and mid-size companies. Ms. Bolden has oversaw large-scale technology implementation projects as well as business process analysis and Strategic IT Planning for numerous local and state government agencies including the City of Chicago, the Chicago Transit Authority, the Metropolitan Water Reclamation District of Greater Chicago, and the State of Illinois. She is currently serving as Delivery Executive for the City of Chicago Department of Information and Technology overseeing implementation of a Time and Attendance System for all departments within the City. Ms. Bolden holds a Masters in Project Management and a B.A. in Psychology.

Keith A. Searles, President of Urban GIS

Mr. Searles is an analytical, results-oriented senior project manager with hands-on approach to solving problems and demonstrated abilities in providing Civil Engineering and Geographic Information Systems (GIS) services. He is a well-rounded engineer with extensive transportation infrastructure experience (roadway, drainage, utilities), and 15 years of GIS consulting experience. Mr. Searles is highly committed with well-developed problem solving abilities and excellent technical writing, communication, presentation and computer skills. He possesses international experience and speaks, reads and writes Spanish with a high level of competency.

Christopher J. Nimmo, Senior GIS Analyst

Mr. Nimmo has more than a decade's experience with GIS and has worked on a wide variety of projects, from analyzing fire station distribution, to designing an online property mapping system, to tracking air pollution, to designing and marketing a street map. He has worked as a consultant to public and private clients, including law firms, political campaigns, and sports leagues. He's been a solo cartographer and has served as a Project Manager in charge of a team of GIS analysts, CAD operators, and programmers. Much of his experience comes from his work in city government in Pittsburgh, Pennsylvania and Providence, Rhode Island. His interest in making the physical environment work well for people is what motivated him to study geography and GIS and later attracted him to work in government.

Section 5. References

The SDI Team invites you to call upon our references who can attest to our ability to provide high quality, on-time service.

SDI REFERENCES

Name of Project:	**Technical Support and Maintenance (2003 – 2010)**
Name of Organization:	**City of Chicago, Office of Emergency Management and Communications (OEMC)**
Contact Person:	Zachary Williams – Director of Information Systems
Address:	1411 W. Madison Avenue Chicago, IL 60602
Telephone Number:	312-746-9236
Email:	ZacharyWilliams@cityofchicago.org

Name of Project:	**Integrated Safety, Security and Operations Command and Control Systems (ISSOCCS) Maintenance and Support at O'Hare International and Midway Airports (1991 – Present)**
Name of Organization:	**Chicago Department of Aviation**
Contact Person:	Ken Warrick, OCC Manager
Address:	O'Hare International Airport T-1 Basement Level 10,000 West O'Hare Chicago, IL 60666
Telephone Number:	(773) 894-5358
Email:	kwarrick@ohare.com

URBAN GIS REFERENCES

Name of Project:	Web Mapping Application Design Services
Name of Organization:	South Suburban Mayors & Managers Association (Hazelcrest, IL)
Contact Person:	Michael Rizzitiello
Address:	1904 174th St, Hazel Crest, IL 60429
Telephone Number:	708.922.4673
Email:	mrizzitiello@cshcdc.org

Name of Project:	Housing and Landlord Ordinance Management Application
Name of Organization:	City of Country Club Hills, IL
Contact Person:	Rudy Maybell, IT Department Head
Address:	4200 West Main Street Country Club Hills, Illinois 60478
Telephone Number:	708.473.1685
Email:	maybell@countryclubhills.org

Name of Project:	Cook County Ground Imagery Maintenance Project
Name of Organization:	Cook County Assessor's Office
Contact Person:	Alan Hobscheid, Manager
Address:	69 W Washington, 27th Floor, Chicago, IL 60643
Telephone Number:	312.603.1699
Email:	Maryjo.horace@cookcountyil.gov

Section 6. Cost Proposal

The SDI Team's total cost for services will be: $375,000 (Three hundred Seventy Five Thousand Dollars).

To maximize the range and depth of services being offered, the SDI Team will provide resources to the CCRD for up to one year. The allotted funding specified for services and will not exceed $375,000. The project will be done on a time and materials basis. The duration, term and specific skills required for each task will be defined at the time of engagement. The overall project duration will be for one year. The budget is based on the project understanding outlined in the Project Scope. The project cost is dependent on a number of factors – level of participation, type of resources needed, and complexity and depth of analysis required – and can be adjusted to accommodate budget and time constraints. Additional consulting services will be discussed by the client and vendor post-delivery of the GIS Pilot Website and IT Assessment.

CONTRACT NO: 1441-13549

EXHIBIT 2

City of Chicago Contract No. 23004

Contract Summary Sheet

Contract (PO) Number: 23004

Specification Number: 66760

Name of Contractor: SYSTEM DEVELOPMENT INTEGRATION, INC

City Department: DEPT OF INNOVATION & TECHNOLOGY

Title of Contract: NON TARGET MARKET IT SERVICES-CATEGORY 2: GIS APPLICATION, DEVELOPMENT, SUPPORT & ONGOING MAINTENANCE, CATEGORY 3: ON-SITE & REMOTE DATABASE SUPPORT & ONGOING MAINTENANCE, CATEGORY 4: IT INFRASTRUCTURE DESIGN, CATEGORY 5: MGMT CONSULTING

Term of Contract: Start Date: 12/20/2011

End Date: 4/30/2017

Dollar Amount of Contract (or maximum compensation if a Term Agreement) (DUR):
$6,000,000.00

Brief Description of Work: NON TARGET MARKET IT SERVICES-CATEGORY 2: GIS APPLICATION, DEVELOPMENT, SUPPORT & ONGOING MAINTENANCE, CATEGORY 3: ON-SITE & REMOTE DATABASE SUPPORT & ONGOING MAINTENANCE, CATEGORY 4: IT INFRASTRUCTURE DESIGN, CATEGORY 5: MGMT CONSULTING

Procurement Services Contract Area: PRO SERV CONSULTING $250,000orABOVE

Please refer to the DPS website for Contact information under "Doing Business With The City".

Vendor Number: 1055985

Submission Date: NOV 23 2011

Specification Number: 66760
Contract (PO) Number: 23004
Vendor Code Number: 1055985

PRE-QUALIFIED CONSULTANT POOL AGREEMENT

BETWEEN

THE CITY OF CHICAGO
DEPARTMENT OF INNOVATION AND TECHNOLOGY

AND

SYSTEM DEVELOPMENT INTEGRATION , LLC

NON-TARGET MARKET
INFORMATION TECHNOLOGY AND RELATED SERVICES FOR VARIOUS SCOPE CATEGORIES:

2) GIS APPLICATION DEVELOPMENT, SUPPORT AND ONGOING MAINTENANCE
3) ON-SITE & REMOTE DATABASE SUPPORT AND ONGOING MAINTENANCE
4) IT INFRASTRUCTURE DESIGN
5) MANAGEMENT CONSULTING

RICHARD M. DALEY
MAYOR

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AGREEMENT

This Agreement is entered into as of the Date of Execution, with all required signatures, by and between System Development Integration, LLC ("Consultant"), a Delaware limited liability company authorized to do business in Illinois, and the City of Chicago ("City"), a municipal corporation and home rule unit of local government existing under the Constitution of the State of Illinois, acting through its **DEPARTMENT OF INNOVATION AND TECHNOLOGY** ("Department"), in Chicago, Illinois.

BACKGROUND INFORMATION

The City requires technology consulting services in the area of: GIS Application Development, Support and Ongoing Maintenance; On-Site & Remote Database Support and Ongoing Maintenance; IT Infrastructure Design and Management Consulting. The City advertised and issued a Request for Qualifications ("RFQ") from consultants qualified to perform the Services.

The City evaluated the Consultant's response to the RFQ and found the Consultant to be capable of performing the Services in the area(s) specified on the cover page of this Agreement. The Consultant represents and warrants that it is qualified and competent to perform the Services and has the necessary expertise and knowledge to complete any Services assigned to it in accordance with this Agreement.

The City may, but is not obligated to, issue Task Order Requests within the scope of this Agreement. If the City does so, and the Consultant submits a Proposal that is accepted by the City, the rendering of Services will be in accordance with this Agreement and the Task Order issued pursuant to the Task Order Request and Proposal. The City is not obligated to issue any Task Order Requests nor to issue any Task Orders under this Agreement.

The Consultant warrants that it is ready, willing and able to perform as of the effective date of this Agreement to the full satisfaction of the City.

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

ARTICLE 1. INCORPORATION OF BACKGROUND INFORMATION

The Background Information set forth above is incorporated into and made a part of this Agreement by reference.

ARTICLE 2. DEFINITIONS

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

"Acceptance" shall mean the issuance of a letter by City indicating its acceptance of a Deliverable.

"Acceptance Criteria" shall have the meaning given such term in Section 4.01.

"Acceptance Procedure" shall have the meaning given such term in Section 4.02.

"Account Manager" means the Key Employee of the Consultant who is assigned to the City upon execution of this Agreement and who is the primary contact for the City for all Requests for Service.

"Agreement" means this Pre-Qualified Consultant Pool 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.

"Budget" shall mean the accepted Cost Proposal for the Services to be provided by the Consultant as set forth in a Proposal submitted in response to a Task Order Request.

"Commissioner" means the Commissioner of the City of Chicago, who is the chief executive of a participating City Department, and/or any representative duly authorized to act on his or her behalf.

"Chief Information Officer" or **"CIO"** means the Chief Information Officer of the City of Chicago, who is the chief executive of the Department of Innovation and Technology, and/or any representative duly authorized to act on his behalf.

"Chief Procurement Officer" or **"CPO"** means the Chief Procurement Officer of the City of Chicago, who is the chief executive of the Department of Procurement Services, and/or any representative duly authorized to act on his behalf.

"City" means the City of Chicago.

"City Data" shall mean all data submitted to Consultant by City in connection with any Task Order, including all data which includes images and electronic information related to City employees, City customers, projects, property, payroll, human resources, budget, purchasing, grants, projects and all financial data.

"Comptroller" means the Comptroller of the City of Chicago, who is the chief executive of the Office of the City Comptroller also known as the Department of Finance, and/or any representative duly authorized to act on his behalf.

"Confidential Information" of a party shall mean all confidential or proprietary information and documentation of such party, including with respect to the City, all City Data and other information of the City that is not permitted to be disclosed to third parties under local laws and regulations.

"Consents" shall mean all consents, approvals, authorizations, notices, requests, and acknowledgments that are necessary to allow the (a) City to use the Deliverables, (b) Consultant to perform the Services, and (c) Consultant to assign to the City all rights and title in the Deliverables.

"Consultant" means **SYSTEM DEVELOPMENT INTEGRATION, LLC**

"Cost Proposal" means a cost Proposal prepared by the Consultant in response to a Task Order Request. An accepted Cost Proposal will be the Budget for the project.

"Deliverables" shall mean those tangibles to be provided by the Consultant as described in Section 3.01(C).

"Department" means the Department of Innovation and Technology (DoIT) or other participating City Departments.

"Documentation" shall mean all documentation, written materials, work papers, configurations, manuals, and other work product prepared by or on behalf of the Consultant, its Sub Consultants or agents in connection with providing the Services.

"Fully-Loaded Hourly Rates" shall mean that hourly rate, by particular type of worker, which includes all expenses of the Consultant except for the direct costs specifically set forth in a Task Order.

"**Key Personnel**" shall mean those positions and job titles and the persons assigned to those positions and job titles in accordance with the provisions of Section 3.03(B) of this Agreement.

"**Notice-to-Proceed**" means a written acceptance of a Proposal by both the CIO and CPO and direction to commence Services under a Task Order.

"Project Documents" means this Agreement, the Request for Service, the Task Order and any attachments to them.

"Project Manager" means the Consultant's staff member indicated on each Proposal as the person who will direct and coordinate the execution of the Task Order and who will be the primary contact with the Department.

"**Proposal**" means the detailed description of the Services to be provided by the Consultant in a response to a Task Order Request issued in accordance with Section 3.01(B). Unless otherwise indicated, references to Proposal will be deemed to include the applicable Cost Proposal.

"Provided Resources" has the meaning given in Section 3.02(A)(5).

"RFQ" shall mean that certain Request for Qualifications for Information Technology and Related Services for Various Scope Categories for the Department of Innovation and Technology.

"**Risk Management Office**" means the Risk Management Office in the City's Department of Finance which is under the direction of the Comptroller of the City and is charged with reviewing and analyzing insurance and related liability matters for the City.

"**Services**" means, collectively, the services, duties and responsibilities described in the Project Documents and any and all work necessary to complete them or carry them out fully as required.

"**Sub Consultant**" means any person or entity with whom the Consultant contracts to provide any part of the Services. The term Sub Consultant also includes Sub Consultants of any tier, suppliers and material men, whether or not in privity with the Consultant.

"**Task Order**" means an approved Proposal, as modified by negotiation between the City and Consultant, signed by the CPO and issued pursuant to the Task Order procedures set forth in Exhibit 2.

"**Task Order Request" or "TOR"** means a written request from the CIO and the CPO for Consultants to prepare and submit a Proposal, including Cost Proposal for Services relating to a specific project, issued pursuant to the Task Order procedures set forth in Section 3.01B.

"Warranty Period" means the one year period following Acceptance, unless otherwise specified in the Project Documents.

"Work Product" shall include all finished and unfinished originals or copies (when originals are unavailable) of documents, screens, reports, writings, procedural manuals, forms, source and object code, work flow charts, methods, processes, data studies, plans, designs, transformed data, briefs, drawings, maps, models, photographs, files, records, computer printouts, estimates, memoranda, interfaces, computation, papers, supplies, notes, recordings, videotapes, pictorial reproductions, designs or other graphic representations, equipment descriptions, and other materials prepared by the Consultant under this Agreement.

2.01 Incorporation of Exhibits

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

Exhibit 1	Scope of Services and Compensation Schedule
Exhibit 2	Insurance Requirements and Evidence of Insurance
Exhibit 3	Task Order Contract Special Conditions Regarding Minority Business Enterprise Commitment and Women's Business Enterprise Commitment
Exhibit 4	Online Economic Disclosure Statement and Affidavit, Certificate of Filing
Exhibit 5	List of Key Personnel
Exhibit 6	Contractual Requirements Related to HIPAA

ARTICLE 3. DUTIES AND RESPONSIBILITIES OF CONSULTANT

3.01 Scope of Services

A. General

The type of Services which the Consultant may be requested to provide under this Agreement are those described in this Article 3 and Exhibit 1, which is attached to this Agreement and incorporated by reference as if fully set forth here, and all tasks necessary to complete such Services. The Consultant must provide Services in accordance with the standards of performance set forth in Section 3.02.

The Consultant is acting as an independent Consultant in performing under this Agreement and nothing in this Agreement is intended or should be construed as in any way creating or establishing the relationship of partners or joint venturers between the City and the Consultant, or as constituting the Consultant or any officer, owner, employee or agent of the Consultant as an agent, representative or employee of the City for any purpose or in any manner whatsoever.

B. Task Order Requests

1. Task Order Requests.

(a) From time to time the CIO and the CPO may issue Task Order Requests which are within the scope of this Pre-Qualified Consultant Pool Agreement. Task Order Requests, if any, will set forth the project for which Services are to be performed pursuant to the proposed Task Order and a desired completion date. Consultant must respond by proposing a time schedule, Budget, Deliverables, list of key personnel, and MBE/WBE involvement, all of which conform to the terms of the TOR and the terms and conditions of the Pre-Qualified Consultant Pool Agreement. Consultant must not respond to any TOR not approved in writing

and signed by the Commissioner and the Chief Information Officer or designee and/or not within the scope of service for the category awarded in the Pre-Qualified Consultant Pool Agreement. Costs associated with the preparation of Task Order Proposals are not compensable under the Pre-Qualified Consultant Pool Agreement and the City is not liable for any additional costs.

In the event that a project is funded in whole or part with state or federal funds, the Task Order Request may also set forth additional conditions required by the particular source of funds and such additional conditions will become part of this Agreement with respect to that specific project. By accepting a Proposal in response to a particular Task Order Request, this Agreement will be deemed to have been amended to include such special conditions pursuant to Section 12.03 but with respect to that project only. The Consultant will not respond to Task Order Requests which are not within the scope of this Agreement.

Following Consultant's submission of a Proposal in response to the TOR, the Commissioner, the Chief Information Officer and the Chief Procurement Officer will review the Task Order Proposal and may elect to approve it, reject it, or use it as a basis for further negotiations with the Consultant regarding the scope or fee of the project and the project completion date. If the City and the Consultant negotiate the scope or fee of the project and the project completion date, the Consultant must submit a signed revised Task Order Proposal (based upon such negotiations) to the City for approval.

All Task Orders are subject to the approval of the Chief Procurement Officer and no Task Order will become binding upon the City until it is approved, in writing, by the Chief Procurement Officer and Chief Information Officer. Absent approval of a Task Order by the Chief Procurement Officer and Chief Information Officer, the City will not be obligated to pay or have any liability, under any theory of recovery (whether under the Agreement, at law or in equity), to Consultant for any Services provided by Consultant pursuant to a Task Order, or otherwise.

(b) The Task Order Request under this Agreement will fall into two basic categories: (1) Task Order Requests for Advice ("Advice TOR"); and (2) Task Order Requests for Results ("Results TOR"). Advice TOR will ask the Consultant to provide professional consulting services, advice and assist the City. Results TOR will ask the Consultant to complete or implement a project or task for the City, such that contract conformity will be measured by the achievement of acceptance criteria and functional specifications. All Task Order Request will specify Advice or Results type.

(c) The Consultant acknowledges and agrees that the City is under no obligation to issue any Task Order Requests to the Consultant; that the level of Services requested may vary by project; and that the City has entered into similar agreements with other Consultants and, in the CPO's sole discretion, the City may issue a Task Order Request to only one consultant or may issue the same Task Order Request to more than one consultant in order to obtain competitive Proposals.

2. Proposals.

(a) The Consultant will respond to a Task Order Request by submitting a Proposal to the Commissioner and the Chief Information Officer which describes the Consultant's approach and plan for performing those Services and contains a time schedule for completion of Services, Deliverables to be provided and a schedule for delivery, a staffing schedule, and a Cost Proposal, all of which conform to the terms of the Task Order Request and the terms and conditions of this Agreement. Proposals will constitute

irrevocable offers for a period of 60 calendar days after receipt by the City. Any and all costs associated with the preparation of Proposals will not be a reimbursable cost under this Agreement.

(b) Proposals satisfactory to the Commissioner must be accepted on behalf of the City by the CPO before binding the City and Consultant. The City's acceptance will be demonstrated by a Notice-to-Proceed and a Task Order, issued pursuant to the Task Order procedures set forth in Section 3.01B. The Consultant will not commence Services, and the City will not be liable for any costs incurred by or payments to the Consultant, without a Notice-to-Proceed so executed. All approved Proposals will be governed by the terms and conditions of the Project Documents. The Project Documents will be interpreted in the following order of precedence: the terms of this Agreement, Task Order Request, and Task Order (approved Proposal).

Notwithstanding anything to the contrary contained in this Agreement, if any Task Order contains terms that are inconsistent or conflict with this Agreement, or shift the risk allocation contemplated in this Agreement, such Task Order must be treated as an amendment pursuant to Section 12.03. Further, it is contemplated that each Task Order will include scopes of services setting forth the obligations of the Contractor under that Task Order, but the parties recognize that, depending upon the nature of the scope of services, the terms and conditions in this Agreement may not be appropriate for the undertaking contemplated by the Task Order. Therefore, any project for which the terms of this Agreement are deficient as a business and/or legal matter, such as, without limitation, deficient risk allocation provisions or licensing provisions given the nature of the project, must be done by amendment pursuant to Section 12.03.

(c) The Consultant acknowledges and agrees that the City either may select from among those Proposals submitted in response to a Task Order Request that Proposal which is in the best interests of the City or may reject any and all Proposals submitted in response to a Task Order Request. The Consultant further acknowledges and agrees that this Agreement and any Task Order may be subject to approval by other governmental agencies and that, if such approval is required, the Consultant will perform no Services relating to a Proposal until such approval is obtained.

3. Deadlines for Submittal of Proposals. Proposals will be submitted to the Commissioner no later than the date set forth in the Task Order Request and if no date is specified then no later than 15 business days following Consultant's receipt of the Task Order Request. Failure to provide a Proposal on a timely basis may result in rejection of the Proposal.

4. Negotiation Possible. The City reserves the right, at its option, either to accept a Proposal as submitted by the Consultant, reject the Proposal, or to negotiate a more satisfactory Proposal with one or more Consultants.

5. Notice to Proceed.

Consultant will commence its Services immediately upon receipt of an executed Notice to Proceed issued by the Chief Procurement Officer and Chief Information Officer or their authorized designee.

C. Deliverables

1. City Approval Required. In carrying out Services, the Consultant must prepare or provide Deliverables. Deliverables, include but are not limited to various written studies, procedural manuals, forms, source and object code, work flow charts, methods, processes, plans, designs, transformed data, data

studies, interfaces, briefs, drawings, maps, models, photographs, files, records, computer printouts, estimates, memoranda, computation, papers, supplies, notes, recordings, videotapes, pictorial reproductions, designs or other graphic representations, equipment descriptions, and other materials prepared by the Consultant under this Agreement. The City reserves the right to reject any and all Deliverables which in the sole judgment of the City do not adequately represent the intended level of completion or standard of performance, do not include relevant information or data, do not comply with federal, state, or local reporting requirements, or do not include all documents which are specified in this Agreement or the applicable Proposal or which are reasonably necessary for the purposes for which the City made this Agreement with Consultant or for which the City intends to use the Deliverables.

2. Partial Deliverables. 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 Commissioner. Such Deliverables may not be considered as satisfying the requirements of this Agreement. Partial or incomplete Deliverables will in no way relieve Consultant of its commitments hereunder. Deliverables shall not include any work product or intellectual property that existed prior to this Agreement or is created for the general use of Consultant with clients and is not specifically created for the City.

D. Meetings and Project Meetings

The Consultant will meet regularly with the CIO or designee to discuss matters relating to outstanding Projects. In addition, at the CIO's request, the Consultant must attend other meetings with the City or other interested parties designated by the CIO. The CIO reserves the right to require the Consultant to track time and report progress performing Services in a format prescribed by the CIO upon written notice by the CIO.

3.02 Standard of Performance

A. General

1. Professional and Fiduciary. The Consultant will perform all Services required of it under this Agreement with that degree of skill and care normally shown by a professional performing Services of a comparable nature and scope. With respect to the Consultant's duties to the City, the Consultant will be deemed to be acting in a fiduciary capacity for the City and will be held to a fiduciary standard in performing its Services. Nothing contained in this Section, however, shall be construed to relieve Consultant of its obligations pertaining to a Proposal and a Task Order as set forth in Sections 3.01(B)(2) and 3.02(A)(2).

2. Satisfactory Performance. The Consultant will perform or cause to be performed all Services required by the Agreement in accordance with the terms and conditions of this Agreement, in accordance with any federal, state and local laws, statutes, ordinances, regulations and standards applicable to this Agreement, and to the satisfaction of the Commissioner. The Consultant must at all times act in the best interests of the City consistent with the professional and fiduciary obligations assumed by it in entering into this Agreement and will assure timely and satisfactory rendering and completion of its Services, including but not limited to Deliverables.

3. Qualified Personnel. The Consultant must assure that all Services which require the exercise of professional skills or judgment must be accomplished by professionals qualified and competent in the applicable discipline and appropriately licensed, if required by law. The Consultant covenants with the City to furnish its best professional expertise and judgment in furthering the City's interests.

4. Efficiency. The Consultant agrees to furnish efficient business administration and supervision to render and complete the Services at reasonable cost, if furnished on a time and material basis.

5. Compatibility and Integration. The Consultant must ensure that the Services, Deliverables, and other resources and materials (collectively, the "Provided Resources") that are provided by the Consultant to the City, incorporated by Consultant, or approved or recommended by Consultant for use by the City in connection with Services rendered via approved Task Orders, be fully compatible with, and must not materially and adversely affect, or be materially and adversely affected by each other or the other hardware, software, equipment, network components, systems, services and other resources that are owned or leased by, or licensed to the City, as of the Effective Date of the approved Task Order (collectively, City Resources"). At all times, Consultant must cooperate and work as requested with the other services providers of the City to coordinate the development and the provision of Services with the services and systems of such other service providers.

Such coordination shall include: (i) facilitating with such other relevant service providers the timely resolution of all problems that may arise and impact the Services, regardless of the actual or suspected root-cause of such problems, and using all commercially reasonable efforts to obtain and maintain the active participation, cooperation, and involvement of such other services providers as is required for such problem resolution; (ii) providing information concerning any of all of the Provided Resources or the data, computing environment, and technology direction used in implementing and providing the Services; (iii) working with the City's other service providers in the implementation and integration of the Services with the City Resources in City's environment and the integration and interfacing of the services of such other service providers with the Services; (iv) providing reasonable access to and use of the Provided Resources; and (v) performing other reasonably necessary tasks in connection with the Services in order to accomplish the foregoing activities described in this sentence. In the event of any dispute between the parties as to whether a particular service or function falls within the scope of services to be provided by the City's third-party providers (or by the City itself), or within the scope of Services to be provided by the Consultant, such particular service or function shall be considered to be a part of the Services hereunder if it is consistent with, and reasonably inferable to be within, the scope of Consultant's work, as set forth in this Agreement, and it more reasonably would be associated with the scope for Consultant's work than with the scope of the services to be provided by such other service providers.

B. Cooperation

The Consultant will at all times cooperate fully with the City, its agents, employees, consultants, and Sub Consultants; any other parties providing services with respect to this Agreement; and any interested governmental agency. The Consultant will at all times act in the City's best interests. If this Agreement is terminated for any reason, or if it is to expire on its own terms, the Consultant will make every effort to assure an orderly transition to another provider of the Services, if any; an orderly demobilization of its own operations in connection with the Services; uninterrupted provision of Services during any transition period; and will otherwise comply with the reasonable requests and requirements of the Commissioner in connection with the termination or expiration.

C. Failure to Comply

If Consultant fails to comply with the above standards, Consultant will perform again, at its own expense, any and all Services required to be performed again as a direct or indirect result of such failure.

The duty to perform again is in addition to and not a limitation on any other remedies available to the City under this Agreement, at law, or in equity.

D. Related Services

The parties have attempted to delineate in this Agreement and its Exhibits, and will attempt to delineate in each Task Order, the specific tasks, activities, and Services that will be performed by Consultant, and the specific Deliverables that will be provided by Consultant, in the Project. Nevertheless, and notwithstanding anything to the contrary herein, the parties acknowledge and agree that no such delineation may possibly be entirely exhaustive or complete and that all such delineations will be interpreted as illustrations of the general types and natures of Services and Deliverables that are to be provided by Consultant, rather than as complete and exhaustive lists of such Services and Deliverables. Notwithstanding anything to the contrary elsewhere in this Agreement or in any Task Order, the parties agree that the Services to be performed by Consultant with respect to any Project as a whole shall be deemed to include not only such delineated tasks, activities, responsibilities and services, but also such other tasks, activities, responsibilities, and services as are consistent with and reasonably related to those that are so delineated and are otherwise necessary to provide City with the requirements of this Agreement.

3.03 Personnel

A. Adequate Staffing

The Consultant will, immediately upon receiving a fully executed copy of this Agreement, assign during the term of this Agreement and any extension of it an Account Manager who will be the Consultant's designated person to receive Task Order Requests and to submit Proposals. If assigned a Project, the Consultant will, immediately upon receiving a fully executed Task Order, assign during the term of the Project and any extension of it, an adequate staff of competent personnel which is fully equipped, licensed as appropriate, available as needed, qualified and assigned to perform the Services. The Consultant will identify such personnel and their positions in a staffing schedule which will be included in each Proposal.

B. Key Personnel

1. Minimum Requirements. The Consultant's Key Personnel under this Agreement will consist of an Account Manager who will be the contact person for the City and such other personnel as may be named for specific projects in the respective Proposal (see Exhibit 5 for the list of Key Personnel). Changes in the assignment of committed key personnel due to commitments not related to this Agreement are prohibited without the Commissioner's approval. Key personnel may also include other critical members of the project as specified in the Proposal.

2. No Substitutions. The Consultant will not reassign or replace Key Personnel without the written consent of the Commissioner which consent will not be unreasonably withheld. The CPO may at any time in writing notify the Consultant that the City will no longer accept performance of Services under this Agreement by one or more Key Personnel. Upon such notice the Consultant will immediately cease to assign that person or those persons to perform the Services and will replace him or them with personnel qualified to perform the function and acceptable to the Commissioner.

If any Key Personnel furnished by the Consultant to perform Services under this Agreement are unable to continue in the performance of assigned duties for reasons beyond the Consultant's control, the

Consultant shall promptly notify the City, explaining the circumstances. Within 10 days of notification by either party of the need to replace Key Personnel, the Consultant must furnish to the City the name of the substitute person and any other information the City may require. If the City does not approve such substitute person, the Consultant must propose another substitute person within 5 days. Such 5-day cycle will be repeated for a reasonable period until a proposed replacement has been approved by the City or the City has declared an Event of Default.

C. Conduct on City's Premises

Consultant must exercise due care and diligence to prevent any injury to persons or damage to property while on the City's premises. The operation of vehicles by and Consultant personnel on City's property must conform to posted and other regulations and safe driving practices. Vehicular accidents on City's property and involving any Consultant personnel must be reported promptly to the appropriate City personnel. Consultant convenants that it and its Subcontractors, and their respective employees, agents and representatives (including all Consultant personnel), shall at all times comply with, and shall at no time take action that results in the City being in violation of, any federal, state, local law, ordinance, regulation, or rule, including those regarding use or possession of contraband and those regarding confidentiality, privacy, security, or exportation.

D. Salaries and Wages

The Consultant must pay, and cause each of its Sub Consultants to pay, salaries and wages due to all employees of the Consultant and its Sub Consultants, respectively, performing Services under this Agreement unconditionally and at least once a month without deduction or rebate on any account, except only for such payroll deductions as are mandatory by law or are permitted under applicable law and regulations. If, in the performance of this Agreement, the Consultant or any Sub Consultant underpays any such salaries or wages, the Comptroller may withhold, out of payments due to the Consultant, an amount sufficient to pay to employees underpaid the difference between the salaries or wages required to be paid under this Agreement or the applicable subcontract 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 the Consultant to the respective employees to whom they are due. The parties acknowledge that this section is solely for the benefit of the City and that it does not grant any third party beneficiary rights.

3.04 Minority and Women Business Enterprises

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 Municipal Code of Chicago (**"Municipal Code"**), §§ 2-92-420 *et seq.* (1990), except to the extent waived by the Chief Procurement Officer and the Special Conditions Regarding MBE/WBE Commitment for Task Order Contracts set forth in Exhibit 3.

Consultant will provide a fully executed Schedule D-3 with each Task Order Proposal which indicates the individual M/WBE percentage goals established for each specific project at the Task Order level. A separate Schedule C-3 for each proposed M/WBE Sub Consultant will also be required at the Task Order level, and will become a part of the Project Documents upon acceptance by the Commissioner and CPO. The City reserves the rights to require replacement of any proposed M/WBE that is not certified by the City of Chicago and/or increase or decrease the M/WBE compliance participation based on the available pool of City of Chicago certified Minority and Women owned businesses.

Each Consultant will be required to submit an MBE/WBE Utilization Report, as included in Exhibit 3, and supporting documentation within ninety (90) days after award of Task Order and quarterly thereafter to the City of Chicago, Office of Compliance, Supplier Diversity Program, 333 S. State Street, Suite 320, Chicago, Illinois 60602. The MBE/WBE Utilization Reports must reflect actual amounts paid to each MBE/WBE to date based on percentages of total contract value.

3.05 Ownership of Documents

All Deliverables, data, findings or information in any form prepared, assembled or encountered by or provided to Consultant under this Agreement are property of the City, including, as further described in Section 3.06 below, all copyrights inherent in them or their preparation. During performance of its Services, Consultant is responsible for any loss or damage to the Deliverables, data, findings or information while in Consultant's or any Sub Consultant's possession. Any such lost or damaged Deliverables, data, findings or information must be restored at the expense of Consultant. If not restorable, Consultant must bear the cost of replacement and of any loss suffered by the City on account of the destruction, as provided in Section 9.02.

3.06 Copyright Ownership

Consultant and the City intend that, to the extent permitted by law, the Deliverables to be produced by Consultant at the City's instance and expense under this Agreement are conclusively deemed "**works made for hire**" within the meaning and purview of Section 101 of the United States Copyright Act, 17 U.S.C. §101 *et seq.*, and that the City will be the sole copyright owner of the Deliverables and of all aspects, elements and components of them in which copyright can subsist, and of all rights to apply for copyright registration or prosecute any claim of infringement.

To the extent that any Deliverable does not qualify as a "work made for hire," Consultant hereby irrevocably grants, conveys, bargains, sells, assigns, transfers and delivers to the City, its successors and assigns, all right, title and interest in and to the copyrights and all U.S. and foreign copyright registrations, copyright applications and copyright renewals for them, and other intangible, intellectual property embodied in or pertaining to the Deliverables prepared for the City under this Agreement, and all goodwill relating to them, free and clear of any liens, claims or other encumbrances, to the fullest extent permitted by law. Consultant will, and will cause all of its Sub Consultants, employees, agents and other persons within its control to, execute all documents and perform all acts that the City may reasonably request in order to assist the City in perfecting its rights in and to the copyrights relating to the Deliverables, at the sole expense of the City. Consultant warrants to the City, its successors and assigns, that on the date of transfer Consultant is the lawful owner of good and marketable title in and to the copyrights for the Deliverables and has the legal rights to fully assign them. Consultant further warrants that it has not assigned and will not assign any copyrights and that it has not granted and will not grant any licenses, exclusive or nonexclusive, to any other party, and that it is not a party to any other agreements or subject to any other restrictions with respect to the Deliverables. Consultant warrants that the Deliverables are complete, entire and comprehensive, and that the Deliverables constitute a work of original authorship.

3.07 Records and Audits

A. Records

(1) Consultant must deliver or cause to be delivered to the City all documents, including all Deliverables prepared for the City under the terms of this Agreement, promptly in accordance with the time limits prescribed in this Agreement, and if no time limit is specified, then upon reasonable

demand for them or upon termination or completion of the Services under this Agreement. If Consultant fails to make such delivery upon demand, then Consultant must pay to the City any damages the City may sustain by reason of Consultant's failure.

(2) Consultant must maintain any such records including Deliverables not delivered to the City or demanded by the City for a period of 5 years after the final payment made in connection with this Agreement. Consultant must not dispose of such documents following the expiration of this period without notification of and written approval from the City in accordance with Article 13.

B. Audits

(1) Consultant and any of Consultant's Sub Consultants must furnish the Department with all information that may be requested pertaining to the performance and cost of the Services. Consultant must maintain records showing actual time devoted and costs incurred. Consultant must keep books, documents, papers, records and accounts in connection with the Services open to audit, inspection, copying, abstracting and transcription and must make these records available to the City and any other interested governmental agency, at reasonable times during the performance of its Services.

(2) To the extent that Consultant conducts any business operations separate and apart from the Services required under this Agreement using, for example, personnel, equipment, supplies or facilities also used in connection with this Agreement, then Consultant must maintain and make similarly available to the City detailed records supporting Consultant's allocation to this Agreement of the costs and expenses attributable to any such shared usages.

(3) Consultant must maintain its books, records, documents and other evidence and adopt accounting procedures and practices sufficient to reflect properly all costs of whatever nature claimed to have been incurred and anticipated to be incurred for or in connection with the performance of this Agreement. This system of accounting must be in accordance with generally accepted accounting principles and practices, consistently applied throughout.

(4) No provision in this Agreement granting the City a right of access to records and documents is intended to impair, limit or affect any right of access to such records and documents which the City would have had in the absence of such provisions.

(5) The City may in its sole discretion audit the records of Consultant or its Sub Consultants, or both, at any time during the term of this Agreement or within five years after the Agreement ends, in connection with the goods, work, or Services provided under this Agreement. Each calendar year or partial calendar year is considered an "audited period." If, as a result of any such audit, it is determined that Consultant or any of its Sub Consultants has overcharged the City in the audited period, the City will notify Consultant. Consultant must then promptly reimburse the City for any amounts the City has paid Consultant due to the overcharges and also some or all of the cost of the audit, as follows:

(a) If the audit has revealed overcharges to the City representing less than 5% of the total value, based on the Agreement prices, of the goods, work, or Services provided in the audited period, then the Consultant must reimburse the City for 50% of the cost of the audit and 50% of the cost of each subsequent audit that the City conducts;

(b) If, however, the audit has revealed overcharges to the City representing 5% or more of the total value, based on the Agreement prices, of the goods, work, or Services provided in the audited period, then Consultant must reimburse the City for the full cost of the audit and of each subsequent audit.

Failure of Consultant to reimburse the City in accordance with subsection (a) or (b) above is an event of default under Section 11.01 of this Agreement, and Consultant will be liable for all of the City's costs of collection, including any court costs and attorneys' fees.

3.08 Subcontracts and Assignments

A. Consultant must not assign, delegate or otherwise transfer all or any part of its rights or obligations under this Agreement: (i) unless otherwise provided for elsewhere in this Agreement; or (ii) without the express written consent of the CPO and the Commissioner. The absence of such a provision or written consent voids the attempted assignment, delegation or transfer and is of no effect as to the Services or this Agreement. No approvals given by the CPO, including approvals for the use of any Sub Consultants, operate to relieve Consultant of any of its obligations or liabilities under this Agreement.

B. All Sub Consultants are subject to the prior approval of the CPO. Approval for the use of any Sub Consultant in performance of the Services is conditioned upon performance by the Sub Consultant in accordance with the terms and conditions of this Agreement. If any Sub Consultant fails to perform the Services in accordance with the terms and conditions of this Agreement to the satisfaction of the Commissioner, the City has the absolute right upon written notification to immediately rescind approval and to require the performance of this Agreement by Consultant personally or through any other City-approved Sub Consultant. Any approval for the use of Sub Consultants in the performance of the Services under this Agreement under no circumstances operates to relieve Consultant of any of its obligations or liabilities under this Agreement.

C. Consultant, upon entering into any agreement with a Sub Consultant, must furnish upon request of the CPO or the Department a copy of its agreement. Consultant must ensure that all subcontracts contain provisions that require the Services be performed in strict accordance with the requirements of this Agreement, provide that the Sub Consultants are subject to all the terms of this Agreement and are subject to the approval of the Commissioner and the CPO. If the agreements do not prejudice any of the City's rights under this Agreement, such agreements may contain different provisions than are provided in this Agreement with respect to extensions of schedule, time of completion, payments, guarantees and matters not affecting the quality of the Services.

D. Consultant must not transfer or assign any funds or claims due or to become due under this Agreement without the prior written approval of the CPO. The attempted transfer or assignment of any funds, either in whole or in part, or any interest in them, which are due or to become due to Consultant under this Agreement, without such prior written approval, has no effect upon the City.

E. Under § 2-92-245 of the Municipal Code, the CPO may make direct payments to Sub Consultants for Services performed under this Agreement. Any such payment has the same effect as if the City had paid Consultant that amount directly. Such payment by the City to Consultant's Sub Consultant under no circumstances operates to relieve Consultant of any of its obligations or liabilities under this Agreement. This section is solely for the benefit of the City and does not grant any third party beneficiary rights.

F. The City reserves the right to assign or otherwise transfer all or any part of its interests under this Agreement to any successor.

3.09 Confidentiality

A. All Deliverables and reports, data, findings or information in any form prepared, assembled or encountered by or provided by Consultant under this Agreement are property of the City and are confidential, except as specifically authorized in this Agreement or as may be required by law. Consultant must not allow the Deliverables to be made available to any other individual or organization without the prior written consent of the City. Further, all documents and other information provided to Consultant by the City are confidential and must not be made available to any other individual or organization without the prior written consent of the City. Consultant must implement such measures as may be necessary to ensure that its staff and its Sub Consultants are bound by the confidentiality provisions in this Agreement. If any of the foregoing requires the disclosures of any proprietary information or Confidential Information of Consultant to any third party, such third party shall be required to enter into a reasonable confidentiality agreement with the City, with terms substantially equivalent to those of this Agreement regarding the protection of confidential Information.

B. Consultant must not issue any publicity news releases or grant press interviews, and except as may be required by law during or after the performance of this Agreement, disseminate any information regarding its Services or the project to which the Services pertain without the prior written consent of the Commissioner.

C. If Consultant is presented with a request for documents by any administrative agency or with a subpoena duces tecum regarding any records, data or documents which may be in Consultant's possession by reason of this Agreement, Consultant must immediately give notice to the Commissioner and the Corporation Counsel for the City with the understanding that the City will have the opportunity to contest such process by any means available to it before the records, data or documents are submitted to a court or other third party. Consultant, however, is not obligated to withhold the delivery beyond the time ordered by a court or administrative agency, unless the subpoena or request is quashed or the time to produce is otherwise extended.

D. HIPPA and AIDS Confidentiality Act. To the extent not defined here the capitalized terms below and in Exhibit 6 will have the meanting as set forth in the Health Insurance Portability and Accountability Act (Act). See 45 CFR parts 160, 162, and 164. Consultant and all its subcontractors must comply with the Act and all rules and regulations applicable to it including the Privacy Rule, which sets forth the Standards for Privacy of Individually Indetifiable Health Information at 45 CFR part 160 and part 164 subparts A and E: the Standards for Electronic Transaction, which are located at 45 CFR parts 160 and 162 and the Security Standards, which are located at 45 CFR parts 160, 162 and 164. Consultant must also comply with the Illinois AIDS Confidentiality Act (410 ILCS 305/1 through 16) and the rules and regulations of the Illinois Department of Public Health promulgated under it. If Consultant fails to comply with the applicable provision under the ACT or the Illinois AIDS Confidentiality Act, such failure will constitute an event of default under this Agreement for which no opportunity for cure will be provided.

Additionally, if Consultant is a Business Associate it must comply with all requirements of the Act applical to Business Associates including the provision contaned in Exhibit 6.

3.10 City's Policies and Procedures

Consultant covenants that it, the Consultant personnel, Sub Consultants of Consultant and their respective employees, and all other agents and representatives of Consultant or its Sub Consultants, shall at all times comply with and abide by all policies and procedures of City (as such may exist or be revised or established by City from time to time) that reasonably pertain to Consultant in connection with Consultant's performance hereunder, including all such policies that pertain to conduct on City's premises, use or possession of contraband, or the access to, or security and confidentiality of, City's information technology, data, or resources, or related systems, networks, equipment, property, or facilities. No such policies shall override the express provisions of this Agreement relating to ownership of Consultant's proprietary information. Written copies of such policies and procedures shall be provided to Consultant by City upon request. Prior to performing Services hereunder, each of the Consultant personnel who will have access to City's data, software, or Confidential Information shall execute City's standard form confidentiality agreements. Consultant shall issue to each Consultant personnel appropriate access mechanisms (e.g., access IDs, passwords, and access cards), which mechanisms shall be used only by the specific individuals to whom issued. Consultant shall provide each Consultant personnel with only the level of access that is appropriate and required to perform the tasks and functions for which such person is responsible. Consultant shall, from time to time, and promptly upon City's request, provide City with an updated list of those Consultant personnel who have the highest level of access to City's systems, software and data. Consultant shall maintain and ensure the confidentiality and security of City's information systems, networks, software and data in accordance with the terms of this Agreement, and shall, in any event, treat all such materials with a level of security at least equivalent to that then being maintained by: (i) City with respect to such materials; and (ii) Consultant with respect to its own similar systems and data. Consultant shall cooperate with City in ensuring Consultant's compliance with the policies and procedures described in this Section 3.10, and any violations or disregard of such policies or procedures shall, in addition to all other available rights and remedies of City, be cause for denial of access or use by the applicable Consultant personnel to City's information systems, networks, equipment, property and facilities.

ARTICLE 4. RESULTS TOR ACCEPTANCE TESTING CRITERIA AND PROCEDURES

4.01 Development of Acceptance Test

Each Task Order Request will contain functional specifications and a general statement of acceptance criteria for the Deliverables ("General Acceptance Criteria"). After reviewing the Proposal, and prior to issuing the Notice-to-Proceed, the City will propose a detailed, comprehensive set of acceptance criteria for each Deliverable designed to objectively verify the performance of each Deliverable or the Deliverables as whole ("Detailed Acceptance Criteria"). The City and the Consultant will mutually agree upon the Detailed Acceptance Criteria. The Detailed Acceptance Criteria will be contained in the Project Documents. As used here, the term "Acceptance Criteria" referes to the General Acceptance Criteria until the parties agree on the Detailed Acceptance Criteria and thereafter shall refer to the General Acceptance Criteria and the Detailed Acceptance Criteria, collectively.

4.02. Acceptance Procedures

A. Upon issuing a Notice-to-Proceed, the City will propose and the Consultant shall agree in writing on detailed, compreshensive acceptance procedures for the Deliverables ("Acceptance Procedures"). The Acceptance Procedures must include the provisions of this Section 4.02. Each submittal of a Deliverable by Consultant shall be accompanied by a written certificate from the Consultant that such Deliverable has met its Acceptance Criteria ("Completion Certificate"). Upon delivery of the Completion Certificate, the Consultant shall also provide a complete copy of the Deliverable to the City.

B. At the City's request, the Consultant will demonstrate to the City how the Deliverable meets or satisfies its Acceptance Criteria. The Consultant will conduct any additional review and/or testing of a Deliverable that the City requests in order to verify to its satisfaction that the Deliverable meets or satisfies the Acceptance Criteria. If the City determines that any submitted Deliverable does not perform the requirements specified by such Deliverable's Acceptance Criteria, the City will provide the Consultant with written notice specifying the identified failures. The Consultant must cure as promptly as possible any such failures and deficiencies and will apply necessary resources to perform such cure. After completing such cure, the Consultant must resubmit the Deliverable for review testing and must resubmit the Deliverable to the City along with a Completion Certificate. Disputes regarding claimed failures and deficiencies will be resolved pursuant to the disputes provision of Article 10.

ARTICLE 5. DURATION OF AGREEMENT

5.01 Term of Performance

This Agreement will take effect from the date of execution through April 30, 2017 or until the Agreement is terminated in accordance with its terms, whichever occurs first.

5.02 Timeliness of Performance

(A) Consultant must provide the Services and Deliverables within the time limits required under any Task Order pursuant to the provisions of Section 3.01 and Exhibit 1. **Further, Consultant acknowledges that TIME IS OF THE ESSENCE and that the failure of Consultant to comply with the required time limits may result in economic or other losses to the City.**

(B) Neither Consultant nor Consultant's agents, employees or Sub Consultants is entitled to any damages from the City, nor is any party entitled to be reimbursed by the City, 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 City.

ARTICLE 6. COMPENSATION

6.01 Basis of Payment

Each Task Order Request will specify the basis of payment for the satisfactory performance of the Services requested and will either be lump sum, hourly rate, time and materials with a guaranteed maximum price or such other method as specified in the Task Order Request. In each case where the Consultant is to be compensated based on an hourly rate, the Budget will specify a maximum payment that cannot be exceeded without an amendment.

The City will pay Consultant for completed Services and accepted Deliverables based on the defined basis of payment and in accordance with the Compensation Schedule shown in Exhibit 1 for each TOR.

6.02 Budget for Services

As provided in Section 3.01, the Consultant will prepare a Cost Proposal as part of each Proposal. The Cost Proposal for each Proposal will be deemed approved upon approval of the Task Order. The Consultant will prepare its Cost Proposal in accordance with the basis of payment specified in the applicable Task Order Request, either lump sum, hourly rate, or time and materials with a guaranteed maximum price or such other method as specified in the Task Order Request. If a time and materials basis is specified, the Consultant will estimate the number of hours to complete the project and calculate the guaranteed maximum price based upon its Fully-Loaded Hourly Rates. A Cost Proposal which does not conform to the specified basis of payment may be cause for rejection of the Proposal.

6.03 Method of Payment

The method of payment depends on the basis of payment. The method of payment will be specified in the Task Order Request. Payment will be made using the following processes:

For lump sum compensation, the Consultant will submit periodic invoices which may prorate the lump sum on the basis of milestone Deliverables provided. For hourly rate compensation (time and materials), the Consultant will submit monthly invoices for the hours and direct costs incurred during the month and will explain any variances from the Budget.

The Project Documents will specify a percentage of the compensation that will be retained by the City from every invoice until all Deliverables have been accepted as provided in this Agreement ("Retainage"). In no event shall the Retainage be less than 10%. The Project Documents may specify a higher Retainage percentage.

All invoices will be submitted in a format and detail acceptable to the City. Upon request by the City, the Consultant will supply original time sheets, payroll registers, invoices, and such other documentation as may be necessary to support the amount invoiced. No invoices will be submitted for under $500.00 unless they are submitted for final payment/project close-out. If Consultant has an invoice for less than $500 and it is not the final payment/project close-out, the Consultant will hold the invoice and submit it the next time the total exceeds $500.

The City will process invoices for payment within 60 days after receipt of properly completed and signed invoices accompanied by all necessary supporting documents verifying all costs related to each TOR.

6.04 Funding

This is a Depends Upon Requirements (DUR) Agreement. The City is under no obligation to award any Task Orders pursuant to this Agreement. Any payments under this Agreement will be made from Fund No. 009-0100-0062005-0138-220138 and various other funds and are subject to the appropriation and availability of funds therein. The maximum amount to be encumbered under this fund for disbursement pursuant to this Agreement ("Maximum Compensation") for all categories shall not exceed $6,000,000.00. Actual expenditures under this Agreement will depend upon requirements.

6.05 Non-Appropriation

If no funds or insufficient funds are appropriated and budgeted in any fiscal period of the City for payments to be made under this Agreement, then the City 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 except that no payments will be made or due to Consultant under this Agreement beyond those amounts appropriated and budgeted by the City to fund payments under this Agreement.

6.06 Sub Consultant Payments

Consultant must submit a status report of Sub Consultant payments with each invoice for the duration of the Agreement on the "Sub Consultant Payment Certification" form required by the City. The form can be downloaded from the City's website at http://www.cityofchicago.org/webportal/COCWebPortal/COC_EDITORIAL/subcompliance.pdf. The statement must list the following for Consultant and for each Sub Consultant and supplier for the period for which payment is requested:

(i) Total amount invoiced by the Consultant for the prior month;
(ii) The name of each particular Sub Consultant or supplier utilized during the prior month;
(iii) Indication if the Sub Consultant or supplier is acting as an MBE, WBE, DBE, or non-certified firm on this Agreement;
(iv) The Consultant /supplier number of each Sub Consultant or supplier;
(v) Total amount invoiced that is to be paid to each Sub Consultant or supplier.

If a Sub Consultant has satisfactorily completed its Services, or provided specified materials in accordance with the requirements of the Agreement, Consultant must pay Sub Consultant for such work or materials within fourteen (14) calendar days of Consultant receiving payment from the City.

ARTICLE 7. COMPLIANCE WITH ALL LAWS

7.01 Compliance with All Laws Generally

(A) Consultant must observe and comply with all applicable federal, state, county and municipal laws, statutes, ordinances and executive orders, in effect now or later and whether or not they appear in this Agreement, including those set forth in this Article 7, and Consultant must pay all taxes and obtain all licenses, certificates and other authorizations required by them. Consultant must require all Sub Consultants to do so, also. Further, Consultant must execute an Economic Disclosure Statement and Affidavit ("**EDS**") in the form attached to this Agreement as Exhibit 4. Notwithstanding acceptance by the City of the EDS, Consultant's failure in the EDS to include all information required under the Municipal Code renders this Agreement voidable at the option of the City. Consultant must promptly update its EDS(s) on file with the City whenever any information or response provided in the EDS(s) is no longer complete and accurate.

(B) Notwithstanding anything in this Agreement to the contrary, references to a statute or law are considered to be a reference to (i) the statute or law as it may be amended from time to time; (ii) all regulations and rules pertaining to or promulgated pursuant to the statute or law; and (iii) all future statutes, laws, regulations, rules and executive orders pertaining to the same or similar subject matter.

(C) The Consultant understands and will abide by the terms of Chapter 2-55 of the Municipal Code of Chicago.

The Consultant will comply with Section 2-154-020 of the Municipal Code of Chicago.

Failure by the Consultant or any controlling person (as defined in Section 1-23-101 of the Municipal Code of Chicago) thereof to maintain eligibility to do business with the City of Chicago as required by Section 1-23-030 of the Municipal Code of Chicago shall be grounds for termination of this Agreement.

7.02 Nondiscrimination

(1) **Consultant**

Consultant must comply with applicable federal, state, and local laws and related regulations prohibiting discrimination against individuals and groups.

(a) **Federal Requirements**

Consultant must not engage in unlawful employment practices, such as (1) failing or refusing to hire or discharging any individual, or otherwise discriminating against any individual with respect to compensation or the terms, conditions, or privileges of the individual's employment, because of the individual's race, color, religion, sex, age, handicap/disability or national origin; or (2) limiting, segregating or classifying Consultant's employees or applicants for employment in any way that would deprive or tend to deprive any individual of employment opportunities or otherwise adversely affect the individual's status as an employee, because of the individual's race, color, religion, sex, age, handicap/disability or national origin.

Consultant must comply with, and the procedures Consultant utilizes and the Services Consultant provides under this Agreement must comply with, the Civil Rights Act of 1964, 42 U.S.C. sec. 2000e *et seq*. (1981), as amended and the Civil Rights Act of 1991, P.L. 102-166. Attention is called to: Exec. Order No. 11246, 30 Fed. Reg. 12,319 (1965), reprinted in 42 U.S.C. 2000e note, as amended by Exec. Order No. 11375, 32 Fed. Reg. 14,303 (1967) and by Exec. Order No. 12086, 43 Fed. Reg. 46,501 (1978); Age Discrimination Act, 42 U.S.C. §§ 6101-6106 (1981); Age Discrimination in Employment Act, 29 U.S.C. §§621-34; Rehabilitation Act of 1973, 29 U.S.C. §§ 793-794 (1981); Americans with Disabilities Act, 42 U.S.C. §12101 *et seq*.; 41 C.F.R. Part 60 *et seq*. (1990); and all other applicable federal statutes, regulations and other laws.

(b) **State Requirements**

Consultant must comply with, and the procedures Consultant utilizes and the Services Consultant provides under this Agreement must comply with, the Illinois Human Rights Act, 775 ILCS 5/1-101 *et seq*. (1990), as amended and any rules and regulations promulgated in accordance with it, including the Equal Employment Opportunity Clause, 44 Ill. Admin. Code § 750 Appendix A. Furthermore, Consultant must comply with the Public Works Employment Discrimination Act, 775 ILCS 10/0.01 *et seq*. (1990), as amended, and all other applicable state statutes, regulations and other laws.

(c) **City Requirements**

Consultant must comply with, and the procedures Consultant utilizes and the Services Consultant provides under this Agreement must comply with, the Chicago Human Rights Ordinance, ch. 2-160, Section 2-160-010 *et seq*. of the Municipal Code of Chicago (1990), as

amended, and all other applicable City ordinances and rules.

(2) **Sub Consultants**

Consultant must incorporate all of this Section 7.02 by reference in all agreements entered into with any suppliers of materials, furnisher of services, Sub Consultants of any tier, and labor organizations that furnish skilled, unskilled and craft union skilled labor, or that may provide any such materials, labor or services in connection with this Agreement. Further, Consultant must furnish and must cause each of its Sub Consultant(s) to furnish such reports and information as requested by the federal, state, and local agencies charged with enforcing such laws and regulations, including the Chicago Commission on Human Relations.

7.03 Office of Compliance

It is the duty of any bidder, proposer, Consultant, contractor, all Sub Consultants, and every applicant for certification of eligibilty for a City Agreement or program, and all officers, directors, agents, partners and employees of any bidder, proposer, Consultant or such applicant to cooperate with the Office of Compliance in any investigation or audit pursuatnt to Chapter 2-26 of the Municipal Code of Chicago. The Consultant understands and will abide by all provisions of Chapter 2-26 of the Municipal Code of Chicago. All subcontracts will inform Sub Consultants of this provision and require understanding and compliance with it.

7.04 Inspector General

It is the duty of any bidder, proposer or Consultant, all Sub Consultants, every applicant for certification of eligibility for a City contract or program, and all officers, directors, agents, partners and employees of any bidder, proposer, Consultant, Sub Consultant or such applicant to cooperate with the Inspector General in any investigation or hearing undertaken pursuant to Chapter 2-56 of the Municipal Code of Chicago. Consultant understands and will abide by all provisions of Chapter 2-56 of the Municipal Code of Chicago. All subcontracts must inform Sub Consultants of the provision and require understanding and compliance with it.

7.05 MacBride Ordinance

The City of Chicago through the passage of the MacBride Principles Ordinance seeks to promote fair and equal employment opportunities and labor practices for religious minorities in Northern Ireland and provide a better working environment for all citizens in Northern Ireland.

In accordance with Section 2-92-580 of the Municipal Code of the City of Chicago, if the primary consultant conducts any business operations in Northern Ireland, the consultant must make all reasonable and good faith efforts to conduct any business operations in Northern Ireland in accordance with the MacBride Principles for Northern Ireland as defined in Illinois Public Act 85-1390 (1988 Ill. Laws 3220).

The provisions of this Section 7.05. do not apply to contracts for which the City receives funds administered by the United States Department of Transportation, except to the extent Congress has directed that the Department of Transportation not withhold funds from states and localities that choose to implement selective purchasing policies based on agreement to comply with the MacBride Principles for Northern Ireland, or to the extent that such funds are not otherwise withheld by the Department of Transportation.

7.06 Business Relationships with Elected Officials

Pursuant to Section 2-156-030(b) of the Municipal Code of the City of Chicago, it is illegal for any elected official of the City, or any person acting at the direction of such official, to contact, either orally or in writing, any other City official or employee with respect to any matter involving any person with whom the elected official has a business relationship, or to participate in any discussion in any City Council committee hearing or in any City Council meeting or to vote on any matter involving the person with whom an elected official has a business relationship. **Violation of Section 2-156-030(b) by any elected official with respect to this Agreement is grounds for termination of this Agreement.** The term business relationship is defined as set forth in Section 2-156-080 of the Municipal Code of Chicago.

Section 2-156-080 defines a **"business relationship"** as any contractual or other private business dealing of an official, or his or her spouse, or of any entity in which an official or his or her spouse has a financial interest, with a person or entity which entitles an official to compensation or payment in the amount of $2,500 or more in a calendar year; provided, however, a financial interest shall not include: (i) any ownership through purchase at fair market value or inheritance of less than one percent of the share of a corporation, or any corporate subsidiary, parent or affiliate thereof, regardless of the value of or dividends on such shares, if such shares are registered on a securities exchange pursuant to the Securities Exchange Act of 1934, as amended; (ii) the authorized compensation paid to an official or employee for his office or employment; (iii) any economic benefit provided equally to all residents of the City; (iv) a time or demand deposit in a financial institution; or (v) an endowment or insurance policy or annuity contract purchased from an insurance company. A "contractual or other private business dealing" shall not include any employment relationship of an official's spouse with an entity when such spouse has no discretion concerning or input relating to the relationship between that entity and the City.

7.07 Chicago "Living Wage" Ordinance

(A) Section 2-92-610 of the Municipal Code provides for a living wage for certain categories of workers employed in the performance of City contracts, specifically non-City employed security guards, parking attendants, day laborers, home and health care workers, cashiers, elevator operators, custodial workers and clerical workers ("**Covered Employees**"). Accordingly, pursuant to Section 2-92-610 and regulations promulgated under it:

(1) If Consultant has 25 or more full-time employees, and

(2) If at any time during the performance of this Agreement, Consultant and/or any Sub Consultant or any other entity that provides any portion of the Services (collectively "**Performing Parties**") uses 25 or more full-time security guards, or any number of other full-time Covered Employees, then

(3) Consultant must pay its Covered Employees, and must ensure that all other Performing Parties pay their Covered Employees, not less than the minimum hourly rate as determined in accordance with this provision (the "**Base Wage**") for all Services performed under this Agreement.

(B) Consultant's obligation to pay, and to ensure payment of, the Base Wage will begin at any time during the term of this Agreement when the conditions set forth in (A)(1) and (A)(2) above are met, and will continue until the end of the term of this Agreement.

(C) As of July 1, 2010, the Base Wage is $11.03 per hour, and each July 1 thereafter, the Base Wage will be adjusted using the most recent federal poverty guidelines for a family of four as published annually by the U.S. Department of Health and Human Services, to constitute the following: the poverty guidelines for a family of four divided by 2000 hours or the current base wage, whichever is higher. The currently applicable Base Wage is available from the Department of Procurement Services. At all times during the term of this Agreement, Consultant and all other Performing Parties must pay the Base Wage (as adjusted in accordance with the above). If the payment of prevailing wages is required for Services done under this Agreement, and the prevailing wages for Covered Employees are higher than the Base Wage, then Consultant and all other Performing Parties must pay the prevailing wage rates.

(D) Consultant must include provisions in all subcontracts requiring its Sub Consultants to pay the Base Wage to Covered Employees. Consultant agrees to provide the City with documentation acceptable to the CPO demonstrating that all Covered Employees, whether employed by Consultant or by a Sub Consultant, have been paid the Base Wage, upon the City's request for such documentation. The City may independently audit Consultant and/or Sub Consultants to verify compliance with this section. Failure to comply with the requirements of this section will be an event of default under this Agreement, and further, failure to comply may result in ineligibility for any award of a City contract or subcontract for up to 3 years.

(E) Not-for-Profit Corporations: If Consultant is a corporation having federal tax-exempt status under Section 501(c)(3) of the Internal Revenue Code and is recognized under Illinois not-for-profit law, then the provisions of subsections (A) through (D) above do not apply.

7.08 Environmental Warranties and Representations

In accordance with Section 11-4-1600(e) of the Municipal Code of Chicago, Consultant warrants and represents that it, and to the best of its knowledge, its Sub Consultants have not violated and are not in violation of the following sections of the Code (collectively, the Waste Sections):

7-28-390 Dumping on public way;
7-28-440 Dumping on real estate without permit;
11-4-1410 Disposal in waters prohibited;
11-4-1420 Ballast tank, bilge tank or other discharge;
11-4-1450 Gas manufacturing residue;
11-4-1500 Treatment and disposal of solid or liquid waste;
11-4-1530 Compliance with rules and regulations required;
11-4-1550 Operational requirements; and
11-4-1560 Screening requirements.

During the period while this Agreement is executory, Consultant's or any SubConsultant's violation of the Waste Sections, whether or not relating to the performance of this Agreement, constitutes a breach of and an event of default under this Agreement, for which the opportunity to cure, if curable, will be granted only at the sole designation of the CPO. Such breach and default entitles the City to all remedies under the Agreement, at law or in equity.

This section does not limit Consultant's and its Sub Consultants' duty to comply with all applicable federal, state, county and municipal laws, statutes, ordinances and executive orders, in effect now or later, and whether or not they appear in this Agreement.

Non-compliance with these terms and conditions may be used by the City as grounds for the

termination of this Agreement, and may further affect Consultant's eligibility for future contract awards.

7.09 Prohibition on Certain Contributions

Consultant agrees that Consultant, any person or entity who directly or indirectly has an ownership or beneficial interest in Consultant of more than 7.5 percent ("**Owners**"), spouses and domestic partners of such Owners, Consultant's Sub Consultants, any person or entity who directly or indirectly has an ownership or beneficial interest in any SubConsultant of more than 7.5 percent ("**Sub-owners**") and spouses and domestic partners of such Sub-owners (Consultant and all the other preceding classes of persons and entities are together, the "**Identified Parties**"), shall not make a contribution of any amount to the Mayor of the City of Chicago ("**Mayor**") or to his political fundraising committee (i) after execution of this Agreement by Consultant, (ii) while this Agreement or any Other Contract is executory, (iii) during the term of this Agreement or any Other Contract between Consultant and the City, or (iv) during any period while an extension of this Agreement or any Other Contract is being sought or negotiated.

Consultant represents and warrants that since the date of public advertisement of the specification, request for qualifications, request for Proposals or request for information (or any combination of those requests) or, if not competitively procured, from the date the City approached Consultant or the date Consultant approached the City, as applicable, regarding the formulation of this Agreement, no Identified Parties have made a contribution of any amount to the Mayor or to his political fundraising committee.

Consultant agrees that it shall not: (a) coerce, compel or intimidate its employees to make a contribution of any amount to the Mayor or to the Mayor's political fundraising committee; (b) reimburse its employees for a contribution of any amount made to the Mayor or to the Mayor's political fundraising committee; or (c) bundle or solicit others to bundle contributions to the Mayor or to his political fundraising committee.

Consultant agrees that the Identified Parties must not engage in any conduct whatsoever designed to intentionally violate this provision or Mayoral Executive Order No. 05-1 or to entice, direct or solicit others to intentionally violate this provision or Mayoral Executive Order No. 05-1.

Consultant agrees that a violation of, non-compliance with, misrepresentation with respect to, or breach of any covenant or warranty under this provision or violation of Mayoral Executive Order No. 05-1 constitutes a breach and default under this Agreement, and under any Other Contract for which no opportunity to cure will be granted. Such breach and default entitles the City to all remedies (including without limitation termination for default) under this Agreement, under Other Contract, at law and in equity. This provision amends any Other Contract and supersedes any inconsistent provision contained therein.

If Consultant violates this provision or Mayoral Executive Order No. 05-1 prior to award of the Agreement resulting from this specification, the CPO may reject Consultant's bid.

For purposes of this provision:

"Bundle" means to collect contributions from more than one source which are then delivered by one person to the Mayor or to his political fundraising committee.

"Other Contract" means any other agreement with the City of Chicago to which Consultant is a party that is (i) formed under the authority of chapter 2-92 of the Municipal Code of Chicago; (ii)

entered into for the purchase or lease of real or personal property; or (iii) for materials, supplies, equipment or services which are approved or authorized by the city council.

"Contribution" means a "political contribution" as defined in Chapter 2-156 of the Municipal Code of Chicago, as amended.

Individuals are "Domestic Partners" if they satisfy the following criteria:

(A) they are each other's sole domestic partner, responsible for each other's common welfare; and
(B) neither party is married; and
(C) the partners are not related by blood closer than would bar marriage in the State of Illinois; and
(D) each partner is at least 18 years of age, and the partners are the same sex, and the partners reside at the same residence; and
(E) two of the following four conditions exist for the partners:
  1. The partners have been residing together for at least 12 months.
  2. The partners have common or joint ownership of a residence.
  3. The partners have at least two of the following arrangements:
     a. joint ownership of a motor vehicle;
     b. a joint credit account;
     c. a joint checking account;
     d. a lease for a residence identifying both domestic partners as tenants.
  4. Each partner identifies the other partner as a primary beneficiary in a will.

"Political fundraising committee" means a "political fundraising committee" as defined in Chapter 2-156 of the Municipal code of Chicago, as amended."

7.10 Firms Owned or Operated by Individuals with Disabilities

The City encourages consultants to use Sub Consultants that are firms owned or operated by individuals with disabilities, as defined by Section 2-92-586 of the Municipal Code of the City of Chicago, where not otherwise prohibited by federal or state law.

7.11 Deemed Inclusion

Provision(s) required by law, ordinances, rules, regulations, or executive orders to be inserted will be deemed inserted whether or not they appear in this Agreement or, upon application by either party, this Agreement will forthwith be amended to literally make such insertion; however, in no event will the failure to insert such provision(s) prevent the enforcement of this Agreement.

7.12 False Statements

(1) 1-21-010 False Statements

Any person who knowingly makes a false statement of material fact to the city in violation of any statute, ordinance or regulation, or who knowingly falsifies any statement of material fact made in

connection with an application, report, affidavit, oath, or attestation, including a statement of material fact made in connection with a bid, Proposal, contract or economic disclosure statement or affidavit, is liable to the city for a civil penalty of not less than $500.00 and not more than $1,000.00, plus up to three times the amount of damages which the city sustains because of the person's violation of this section. A person who violates this section shall also be liable for the city's litigation and collection costs and attorney's fees.

The penalties imposed by this section shall be in addition to any other penalty provided for in the municipal code. (Added Coun. J. 12-15-04, p. 39915, § 1)

(2) 1-21-020 Aiding and abetting.

Any person who aids, abets, incites, compels or coerces the doing of any act prohibited by this chapter shall be liable to the city for the same penalties for the violation. (Added Coun. J. 12-15-04, p. 39915, § 1)

(3) 1-21-030 Enforcement.

In addition to any other means authorized by law, the corporation counsel may enforce this chapter by instituting an action with the department of administrative hearings. (Added Coun. J. 12-15-04, p. 39915, § 1)

ARTICLE 8. SPECIAL CONDITIONS

8.01 Warranties and Representations

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

(A) 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;

(B) warrants it is financially solvent; it and each of its employees, agents and Sub Consultants 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;

(C) warrants that it will not knowingly use the services of any ineligible Consultant or Sub Consultant for any purpose in the performance of its Services under this Agreement;

(D) warrants that Consultant and its Sub Consultants are not in default at the time this Agreement is signed, and have not been deemed 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 City;

(E) 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;

(F) represents that Consultant and, to the best of its knowledge, its Sub Consultants are not in violation of the provisions of § 2-92-320 of the Municipal Code , and in connection with it, and additionally in connection with the Illinois Criminal Code, 720 ILCS 5/33E as amended, and the Illinois Municipal Code, 65 ILCS 5/11-42.1-1;

(G) 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 11.02 and 11.03 of this Agreement; and

(H) warrants and represents that neither Consultant nor an Affiliate of Consultant (as defined below) appears on the Specially Designated Nationals List, the Denied Persons List, the unverified List, the Entity List, or the Debarred List as maintained by the Office of Foreign Assets Control of the U.S. Department of the Treasury or by the Bureau of Industry and Security of the U.S. Department of Commerce (or their successors), or on any other list of persons or entities with which the City may not do business under any applicable law, rule, regulation, order or judgment. "Affiliate of Consultant"means a person or entity that directly (or indirectly through one or more intermediaries) controls, is controlled by or is under common control with Consultant. A person or entity will be deemed to be controlled by another person or entity if it is controlled in any manner whatsoever that results in control in fact by that other person or entity (either acting individually or acting jointly or in concert with others) whether directly or indirectly and whether through share ownership, a trust, a contract or otherwise.

1. Representations; Covenants

a. Consultant represents to the City that:

(i) it is a limited liability company duly formed in Delaware, validly existing and in good standing under the laws of Illinois;

(ii) it has the requisite power and authority to execute, deliver and perform its obligations under this Agreement and it is financially solvent;

(iii) the execution, delivery and performance of this Agreement have been duly authorized by the Consultant;

(iv) no approval, authorization, or consent of any governmental or regulatory authority is required to be obtained or made by Consultant in order for it to enter into and perform its obligations under this Agreement;

(v) it has obtained all applicable permits, rights, and licenses required in connection with Consultant performing its obligations hereunder;

(vi) it and each of its employees, agents, Sub Consultants of any tier are skilled and experienced in the activity to be performed by such person and competent to perform the Services required under this Agreement;

(vii) its Proposal, including but not limited to its statements and representations that it holds itself to very high standards of quality and professionalism, was accurate at the time it was made and no material changes in it have been made nor will be made without notice to and the express written consent of the City;

(viii) it is not in default at the time of the execution of this Agreement and has not been deemed by the CPO with five years immediately preceding the date of this Agreement to be in default on any contract awarded by the City;

(ix) it is not deemed to be ineligible and will not knowingly use the services of any consultant or consultant deemed to ineligible for contracts by any federal, state, or local governmental agency for any purpose in the performance of its Services under this Agreement;

(x) it and, to the best of its knowledge, its Sub Consultants are not in violation of the provisions of § 2-92-320 of the Municipal Code , and in connection with it, and additionally in connection with the Illinois Criminal Code, 720 ILCS 5/33E as amended, and the Illinois Municipal Code, 65 ILCS 5/11-42.1-1;

(xi) 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 11.01 and 11.02 of this Agreement; and

(xii) neither Consultant nor an Affiliate of Consultant (as defined below) appears on the Specially Designated Nationals List, the Denied Persons List, the unverified List, the Entity List, or the Debarred List as maintained by the Office of Foreign Assets Control of the U.S. Department of the Treasury or by the Bureau of Industry and Security of the U.S. Department of Commerce (or their successors), or on any other list of persons or entities with which the City may not do business under any applicable law, rule, regulation, order or judgment. "Affiliate of Consultant" means a person or entity that directly (or indirectly through one or more intermediaries) controls, is controlled by or is under common control with Consultant. A person or entity will be deemed to be controlled by another person or entity if it is controlled in any manner whatsoever that results in control in fact by that other person or entity (either acting individually or acting jointly or in concert with others) whether directly or indirectly and whether through share ownership, a trust, a contract or otherwise.

b. Consultant covenants to the City that:

(i) it will comply with all applicable federal, state, and local laws and regulations;

(ii) it will obtain all applicable permits, rights and licenses required in connection with the Consultant performing its obligations hereunder;

(iii) the Services and any software used by the Consultant in providing the Services and the Deliverables will not infringe upon the trademark, copyright, trade secrets or other proprietary rights of any third party; and

(iv) it will not, directly or through a third party, remove, alter, change or interface with the Deliverables for any purpose of preventing the City from utilizing the Deliverables.

2. Warranty

a. For Deliverables provided in response to a Results TOR, Consultant represents and warrants that:

i. The Deliverables when submitted to the City for Acceptance and for the duration of the Warranty Period will conform to the Acceptance Criteria, the specifications, Task Order Request and Documentation and will be free of errors or defects in design, material and workmanship.

ii. The media furnished by the Consultant on which any of the Deliverables are furnished shall be free of defects in materials and workmanship under normal use for a period of 90 days from Acceptance. Contractor must, at its expense, replace any defective media within 10 days after the City notifies Consultant.

3. For Deliverables provided in response to an Advice TOR, Consultant represents and warrants that:

i. The Services provided hereunder shall be performed in a professional and workmanlike manner, in accordance with applicable professional standards.

ii. The Deliverables provided under any Task Order will conform in all respects to the Task Order Request and Documentation and shall be free of errors or defects in design, material and workmanship.

iii. The media furnished by the Consultant on which any of the Deliverables are furnished shall be free from defects in materials and workmanship under normal use for a period of 90 days from Acceptance. Consultant must, at its expense, replace any defective media within 10 days after the City notifies Consultant.

4. The Consultant represents and warrants that all Deliverables:

(i) correctly and accurately processes date/time data (including, but not limited to, calculating, comparing, and sequencing) from, into, and between the twentieth and twenty-first centuries and leap year calculations;

(ii) respond to two digit date input in a way that resolves the ambiguity as to century in a disclosed, defined and pre-determined manner; and

(iii) store and provide output of date information in ways that are unambiguous as to century.

The foregoing warranties in this Subsection 8.01(C) will apply to the extent that other information technology, used in combination with the information technology supplied under any Task Order, properly exchanges date/time data with it.

If a Task Order requires that specific listed items must perform as a system in accordance with the foregoing warranties in this Subsection 8.01(C), then that warranty will apply to those listed items as a system.

5. The warranties contained in this section will continue for a period of one year ("Warranty Period") after Acceptance (unless otherwise specified in this section or the Project Documents). If the City notifies the Consultant, or the Consultant becomes aware, of any non-performance, error or defect covered by the foregoing warranties within the Warranty Period, the Consultant shall, at its expense, promptly correct such nonperformance, error or defect, but in no event later than 30 days after notification by the City. Any repair or replacement of Deliverables or portions thereof will be additionally and automatically warranted as set forth herein. All warranties will survive inspection, acceptance and payment.

6. No Other Rights Limited

Nothing in the foregoing warranties will be construed to limit any other rights or remedies otherwise available to the City under this Agreement.

8.02 Ethics

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

(a) no officer, agent or employee of the City 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 established under Chapter 2-156 of the Municipal Code .

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

(2) Consultant further acknowledges that any Agreement entered into, negotiated or performed in violation of any of the provisions of Chapter 2-156 is voidable as to the City.

8.03 Joint and Several Liability

In the event that Consultant, or its successors or assigns, if any, is comprised of more than one individual or other legal entity (or a combination thereof), then and in that event, each and every obligation or undertaking herein stated to be fulfilled or performed by Consultant will be the joint and several obligation or undertaking of each such individual or other legal entity.

8.04 Business Documents

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

8.05 Conflicts of Interest

A. No member of the governing body of the City or other unit of government and no other officer, employee or agent of the City 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 alderman of the City or City employee is allowed to be admitted to any share or part of this Agreement or to any financial benefit to arise from it.

B. Consultant represents that it, and to the best of its knowledge, its Sub Consultants if any (Consultant and Sub Consultants will be collectively referred to in this Section 8.05 as "**Contracting Parties**"), presently have no direct or indirect interest and will not acquire any direct or indirect interest in any project or contract that would conflict in any manner or degree with the performance of its Services under this Agreement.

C. Upon the request of the City, Contracting Parties must disclose to the City their past client lists and the names of any clients with whom they have an ongoing relationship. Contracting Parties are not permitted to perform any Services for the City on applications or other documents submitted to the City by any of Contracting Parties' past or present clients. If Contracting Parties become aware of a conflict, they must immediately stop work on the assignment causing the conflict and notify the City.

D. Without limiting the foregoing, if the Contracting Parties assist the City 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 Contracting Parties must not participate, directly or indirectly, as a prime, SubConsultant 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 Contracting Parties may, however, assist the City in reviewing the Proposals or bids for the project if none of the Contracting Parties have a relationship with the persons or entities that submitted the Proposals or bids for that project.

E. Further, Contracting Parties must not assign any person having any conflicting interest to perform any Services under this Agreement or have access to any confidential information, as described in Section 3.09 of this Agreement. If the City, by the Commissioner in his reasonable judgment, determines that any of Contracting Parties' services for others conflict with the Services that Contracting Parties are to render for the City under this Agreement, Contracting Parties must terminate such other services immediately upon request of the City.

F. 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 is part of the EDS and incorporated by reference as if fully set forth here.

8.06 Non-liability of Public Officials

No official, employee or agent of the City will be charged personally by Consultant, or by any assignee or Sub Consultant of the Consultant, with any liability or expenses of defense or be held personally liable to them under any term of provision of this Agreement, or because of the City's execution or attempted execution, or because of any breach hereof.

8.07 EDS / Certification Regarding Suspension and Debarment

Consultant certifies, as further evidenced in the EDS attached as Exhibit 4, by its acceptance of this Agreement that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency. Consultant further agrees by executing this Agreement that it will include this clause without modification in all lower tier transactions, solicitations, Proposals, contracts and subcontracts. If Consultant or any lower tier participant is unable to certify to this statement, it must attach an explanation to the Agreement.

8.08 Payment Card Industry Data Security Standard

Consultant shall at all times during the Term of this Agreement be compliant with the Payment Card Industry ("PCI") Data Security Standard to the extent applicable to the Services and shall be responsible for the security of the payment cardholder data in its possession. Consultant shall provide City such information as the City may reasonably require regarding Consultant's compliance with such PCI requirements, including, at a minimum, an annual certificate of compliance by Consultant with the PCI Data Security Standard. In the event of Consultant's non-compliance with the PCI Data Security Standard, Consultant will promptly perform, at Consultant's expense, all curative measures necessary to remedy such non-compliance.

For further details regarding this standard go to:
https://www.pcisecuritystandards.org/security_standards/pci_dss.shtml

8.09 Information Technology Accessibility Standards

Consultant shall at all times during the Term of this Agreement be compliant with the Illinois Information Technology Accessibility Act to the extent applicable to the Services. In the event of Consultant's non-compliance with the Information Technology Accessibility Act, Consultant will promptly perform at Consultant's expense, all curative measures necessary to remedy such non-compliance.

Further details regarding these standards are currently available at:
http://www.dhs.state.il.us/page.aspx?item=32765

ARTICLE 9. RISK MANAGEMENT

9.01 Consultant's Insurance

Consultant must provide and maintain at Consultant's own expense, until contract completion and during the time period following completion if Consultant is required to return and perform any additional work, the insurance coverages and requirements specified in Exhibit 2, insuring all operations related to the Agreement.

9.02 Indemnification

A. General Indemnification

1. Consultant must defend, indemnify, and hold harmless the City, its officers, representatives, elected and appointed officials, agents and employees from and against any and all Losses, including those related to:

(a) injury, death or damage of or to any person or property;

(b) Consultant's failure to perform or cause to be performed Consultant's promises and obligations as and when required under this Agreement, including Consultant's failure to perform its obligations to any Sub Consultant;

(c) the City's exercise of its rights and remedies under Section 11.02 of this Agreement;

(d) injuries to or death of any employee of Consultant or any Sub Consultant under any workers compensation statute; and

(e) infringement or alledged infringement by any part of the Consultant's Deliverables of any patent or copyright or other proprietary rights.

2. "Losses" means, individually and collectively, liabilities of every kind, including losses, damages and reasonable costs, payments and expenses (such as, but not limited to, court costs and reasonable attorneys' fees and disbursements), claims, demands, actions, suits, proceedings, judgments or settlements, any or all of which in any way arise out of or relate to Consultant's breach of this Agreement or to Consultant's negligent or otherwise wrongful acts or omissions or those of its officers, agents, employees, consultants, Sub Consultants or licensees.

3. At the City Corporation Counsel's option, Consultant must defend all suits brought upon all such Losses and must pay all costs and expenses incidental to them, but the City has the right, at its option, to participate, at its own cost, in the defense of any suit, without relieving Consultant of any of its obligations under this Agreement. Any settlement must be made only with the prior written consent of the City Corporation Counsel, if the settlement requires any action on the part of the City.

4. To the extent permissible by law, Consultant waives any limits on its obligations to defend, indemnify, hold harmless, or contribute to any sums due under any Losses, including any claim by any employee of Consultant that may be subject to the Workers Compensation Act, 820 ILCS 305/1 *et seq.* or any other law or judicial decision (such as, Kotecki v. Cyclops Welding Corporation, 146 Ill.2d 155 (1991)). The City, however, does not waive any limitations it may have on its liability under the Illinois Workers Compensation Act, the Illinois Pension Code, or any other statute or judicial decision.

5. The indemnities in this section survive the expiration or termination of this Agreement for matters occurring or arising during the term of this Agreement or as the result of or during Consultant's performance of Services beyond the term. Consultant acknowledges that the requirements set forth in this section to defend, indemnify, and hold harmless the City are apart from and not limited by the Consultant's duties under this Agreement, including the insurance requirements in Exhibit 2 of this Agreement.

B. Proprietary Rights Indemnification

1. In addition to the foregoing, in the event of any claim, action, suit or proceeding relating to infringement or alledged infringement of any patent or copyright or other proprietary rights, the Consultant will: (i) successfully defend such, or (ii) obtain the right for the City to continue using the infringing product or proprietary property, or (iii) modify the Consultant's Deliverables at Consultant's cost to make it non-infringing, without material loss of function or utility and without a material increase in operating costs, or (iv) replace the infringing Consultant material with materials containing at least equivalent functionality as the infringing Consultant material.

ARTICLE 10. DISPUTES

Except as otherwise provided in this Agreement, Consultant must and the City may bring any dispute arising under this Agreement which is not resolved by the parties to the CPO for decision based upon the written submissions of the parties. (A copy of the "Regulations of the Department of Procurement Services for Resolution of Disputes between Consultants and the City of Chicago" is available in City Hall, 121 N. LaSalle Street, Room 301, Bid and Bond Room, Chicago, Illinois 60602.) The Chief Procurement Officer will issue a written decision and send it to the Consultant by mail. The decision of the CPO is final and binding. The sole and exclusive remedy to challenge the decision of the CPO is judicial review by means of a common law writ of certiorari.

The Consultant will not withhold performance of any Services and the City will not withhold any undisputed payments during the dispute resolution period. The CPO's written determination must be complied with pending any judicial review of the dispute.

ARTICLE 11. EVENTS OF DEFAULT, REMEDIES, TERMINATION, SUSPENSION AND RIGHT TO OFFSET

11.01 Events of Default

A. Defined

The following constitute events of default:

1. Any material misrepresentation, whether negligent or willful and whether in the inducement or in the performance, made by Consultant to the City.

2. The Consultant's material failure to perform any of its obligations under the Agreement including, but not limited to, the following:

   a. Inability to perform the Services satisfactorily as a result of insolvency, filing for bankruptcy or assignment for the benefit of creditors;

   b. Failure to comply with a material term of this Agreement, including but not limited to the provisions concerning insurance and nondiscrimination;

   c. Failure to have and maintain all professional licenses required by law to perform the Services;

   d. Failure to timely perform the Services;

e. Failure to promptly re-perform, as required, within a reasonable time and at no cost to the City, Services that are rejected as erroneous or unsatisfactory;

f. Discontinuance of the Services for reasons within Consultant's reasonable control;

g. Failure to promptly update EDS(s) furnished in connection with this Agreement when the information or responses contained in it or them is no longer complete or accurate; and

h. Any other acts specifically and expressly stated in this Agreement as constituting an event of default.

3. For Services or Deliverables provided in response to an Advice TOR:

a. Failure to perform the Services with sufficient personnel and equipment or with sufficient material to ensure the satisfactory performance of the Services;

b. Failure to perform the Services in accordance with the standard of performance required by this Agreement or to the level specified in the Task Order then in effect;

c. Failure to promptly perform again Services which were rejected as erroneous or unsatisfactory;

d. Discontinuance of Services for reasons within Consultant's reasonable control;

4. For Deliverables provided in response to a Results TOR:

a. Failure to meet the functional specifications and/or Acceptance Criteria for any one or more Deliverables within the time frame specified in the Task Order;

b. Failure to meet or comply with the warranty provisions contained herein.

c. Failure to promptly perform again Services which were rejected as erroneous or unsatisfactory;

d. Failure to perform the Services with sufficient personnel and equipment or with sufficient material to ensure the satisfactory performance of the Services;

5. Any change in ownership or control of the Consultant without the prior approval of the CPO (when such prior approval is permissible by law), which will not be unreasonably withheld.

6. The Consultant's default under any other agreement it may presently have or may enter into with the City during the life of this Agreement. The Consultant acknowledges and agrees that in the event of a default under this Agreement the City may also declare a default under any such other agreements.

7. Consultant's violation of City ordinance(s) unrelated to performance under the Agreement such that, in the opinion of the CPO, it indicates a willful or reckless disregard for City laws and regulations.

8. Consultant's failure to update its EDS to reflect any changes in information, including changes in ownership, and to provide it to the City as provided under Section 7.01.

B. Declaration of Default

The occurrence of any event of default permits the City, at the City's sole option, to declare Consultant in default. The CPO 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 CPO. Whether to declare Consultant in default is within the sole discretion of the CPO and neither that decision nor the factual basis for it is subject to review or challenge under the Disputes provision of this Agreement.

The CPO 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 CPO gives a Default Notice, he will also indicate any present intent he may have to terminate this Agreement, and the decision to terminate is final and effective upon giving the notice. If the CPO decides not to terminate, this decision will not preclude him from later deciding to terminate the Agreement in a later notice, which will be final and effective upon the giving of the notice or on the date set forth in the notice, whichever is later. The CPO 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 11.01 and Article 13, 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 City.

11.02 Remedies

A. General

1. If the Consultant has failed to cure a default within the period granted by the CPO, or the CPO has declared an event of default, the City may invoke any or all of the following remedies:

a. The right to take over and complete the Services, or any part of them, at Consultant's expense and as agent for Consultant, either directly or through others, and bill Consultant for the cost of the Services, and Consultant must pay the difference between the total amount of this bill and the amount the City would have paid Consultant under the terms and conditions of this Agreement for the Services that were assumed by the City as agent for Consultant under this Section 11.02.

b. 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 City.

c. The right to seek specific performance, an injunction or any other appropriate equitable remedy.

d. The right to seek money damages.

e. The right to withhold all or any part of the Consultant's compensation.

f. The right to declare the Consultant non-responsible in future contracts with the City.

g. The right to declare the Consultant in default under existing City contracts.

2. In addition, upon the giving of notice of a declaration of default under an Advice TOR as provided herein, the City may invoke any or all of the following remedies:

a. The right to take over and complete the Services or any part thereof as agent for and at the cost of the Consultant, either directly or through others.

b. The right to require the Consultant to discontinue any Services and deliver all materials accumulated in the performance of this Agreement, whether completed or in the process, to the City.

3. In addition, upon the giving of notice of a declaration of default under a Results TOR as provided herein, the City may:

a. Obtain the Results by contracting to purchase results in substitution for those to be obtained under the Results TOR and recovering from the Consultant as damages the difference between the cost of cover and the Budget, together with any incidental or consequential damages.

b. Receive the difference between the value of the Results actually furnished and the value of the Results if they had been as warranted.

c. Recover its incidental damages resulting from the Contractor's breach including those expenses reasonably incurred in inspection and receipt of goods rightfully rejected, and in connection with effecting cover and any other reasonable expense incident to the delay or other breach.

B. City's Reservation of Rights

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

C. Remedies Nonexclusive

The remedies under the terms of the Agreement are not intended to be exclusive of any other remedies provided, but each and every such remedy will be cumulative and will be in addition to any other remedies, existing now or hereafter, at law or equity. No delay or omission to exercise any right or power accruing upon any event of default will impair any such right or power nor will it be construed as a waiver

of any event of default or acquiescence therein, and every such right and power may be exercised from time to time and as often as may be deemed expedient.

11.03 Early Termination

(a) In addition to termination under Sections 11.01 and 11.02 of this Agreement, the City 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 City to Consultant. The City will give notice to Consultant in accordance with the provisions of Article 13. 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 City 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 City effective 10 days after the date the notice is considered received as provided under Article 13 of this Agreement (if no date is given) or upon the effective date stated in the notice.

(b) After the notice is received, Consultant must restrict its activities, and those of its Sub Consultants, 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 6, 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 City 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 10 of this Agreement. The payment so made to Consultant is in full settlement for all Services satisfactorily performed under this Agreement.

(c) Consultant must include in its contracts with Sub Consultants an early termination provision in form and substance equivalent to this early termination provision to prevent claims against the City arising from termination of subcontracts after the early termination. Consultant will not be entitled to make any early termination claims against the City resulting from any SubConsultant's claims against Consultant or the City.

(d) If the City's election to terminate this Agreement for default under Sections 11.01 and 11.02 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 11.03.

11.04 Suspension

The City 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 CPO and such equitable extension of time as may be mutually agreed upon by the CPO 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 6 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 to the City may treat the suspension as an early termination of this Agreement under Section 11.03.

11.05 Right to Offset

(a) In connection with Consultant's performance under this Agreement, the City may offset any incremental costs and other damages the City incurs in any or all of the following circumstances:

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

(ii) if the City exercises any of its remedies under Section 11.02 of this Agreement;

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

The City may offset these incremental costs and other damages by use of any payment due for Services completed before the City terminated this Agreement or before the City exercised any remedies. If the amount offset is insufficient to cover those incremental costs and other damages, Consultant is liable for and must promptly remit to the City 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 City.

(b) As provided under § 2-92-380 of the Municipal Code, the City may set off from Consultant's compensation under this Agreement an amount equal to the amount of the fines and penalties for each *outstanding parking violation complaint* and the amount of any *debt* owed by Consultant to the City as those italicized terms are defined in the Municipal Code.

(c) In connection with any liquidated or unliquidated claims against Consultant, and without breaching this Agreement, the City may set off a portion of the price or compensation due under this Agreement in an amount equal to the amount of any liquidated or unliquidated claims that the City has against Consultant unrelated to this Agreement. When the City's claims against Consultant are finally adjudicated in a court of competent jurisdiction or otherwise resolved, the City will reimburse Consultant to the extent of the amount the City has offset against this Agreement inconsistently with such determination or resolution.

ARTICLE 12. GENERAL CONDITIONS

12.01 Entire Agreement

A. General

The Consultant acknowledges that this Agreement, and the Exhibits attached to and incorporated in the Agreement, constitute the entire agreement between the parties and no other warranties, inducements, considerations, promises, or interpretations will be implied or impressed upon this Agreement that are not expressly addressed in the Agreement.

B. No Collateral Inducements

The Consultant agrees that, except only for those representations, statements, or promises expressly contained in this Agreement, and any exhibits attached to this Agreement and incorporated by reference, no representation, statement or promise, oral or in writing, or of any kind whatsoever, by the City, 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 the Agreement; or (vi) any other matters, whether similar to or different from those referred to in (i) through (v) immediately above, affecting or having any connection with this Agreement, its negotiation, or its performance.

C. No Omissions

The Consultant agrees that it was given ample opportunity and time to review and was asked by the City to review thoroughly all documents forming this Agreement prior to execution of this Agreement in order that it might request inclusion in this Agreement of any statement, representation, promise or provision which it desired or on which it wished to place reliance; that it did so review those documents; and that either every such statement, representation, promise or provision has been included in this Agreement or else, if omitted, that Consultant expressly relinquishes the benefit of any omitted statement, representation, promise or provision and is willing to perform this Agreement in its entirety without claiming reliance thereon or making any other claim on account of such omission.

12.02 Counterparts

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

12.03 Amendments

No changes, amendments, modifications or discharge of this Agreement, or any part of it are valid unless in writing and signed by the authorized agent of Consultant and by the Mayor, Comptroller, and CPO of the City or their respective successors and assigns. The City incurs no liability for Additional Services without a written amendment to this Agreement under this Section 12.03.

Whenever under this Agreement Consultant is required to obtain the City's prior written approval, the effect of any approval that may be granted pursuant to Consultant's request is prospective only from the later of the date approval was requested or the date of approval is granted. In no event is approval permitted to apply retroactively to a date before the approval granted.

12.04 Governing Law and Jurisdiction

This Agreement will be governed as to performance and interpretation in accordance with the laws of the State of Illinois. The Consultant irrevocably submits itself to the original jurisdiction of those courts located within the County of Cook, State of Illinois, with regard to any controversy arising out of, relating to, or in any way concerning the execution or performance of this Agreement. The Consultant agrees that service of process on the Consultant may be made, at the option of the City, either by registered or certified mail addressed to the applicable office as provided for in this Agreement, by registered or certified mail

addressed to the office actually maintained by the Consultant, or by personal delivery on any officer, director, or managing or general agent of the Consultant. If any action is brought by the Consultant against the City concerning this Agreement, the action will only be brought in those courts located within the County of Cook, State of Illinois.

12.05 Severability

If any provision of this Agreement is held or deemed 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.

12.06 Interpretation

Any headings of this Agreement are for convenience of reference only and do not define or limit its provisions. Words of any gender will be deemed and construed to include correlative words of the other gender. Words importing the singular number will include the plural number and vice versa, unless the context otherwise indicates. All references to any exhibit or document will be deemed to include all supplements and/or amendments to any exhibits or documents entered into in accordance with the terms and conditions of such exhibit or document. All references to any person or entity will be deemed to include any person or entity succeeding to the rights, duties, and obligations of such persons or entities in accordance with the terms and conditions of this Agreement.

12.07 Contract Documents

In the event of any inconsistency or conflict between the terms and conditions of Articles 1 through 14 of this Agreement and the Exhibits of this Agreement, the Articles of this Agreement will prevail.

12.08 Assigns

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

12.09 Cooperation

Consultant must at all times cooperate fully with the City and act in the City'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 ensure an orderly transition to another provider of the Services, if any, orderly demobilization of its own operations in connection with the Services, uninterrupted provision of Services during any transition period and must otherwise comply with the reasonable requests and requirements of the Department in connection with the termination or expiration.

12.10 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 City by a proper authority waives Consultant's performance in any respect or waives a requirement or condition to either the City'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 City may have waived the performance, requirement or condition. Such waivers must be provided to Consultant in writing.

12.11 Independent Consultant

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

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

(a) The City 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.

(b) Consultant is not entitled to membership in any City 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 City.

(c) Shakman Accord

(i) The City is subject to the May 31, 2007 Order entitled "Agreed Settlement Order and Accord" (the "Shakman Accord") and the August 16, 2007 "City of Chicago Hiring Plan" (the "City Hiring Plan") entered in Shakman v. Democratic Organization of Cook County, Case No 69 C 2145 (United State District Court for the Northern District of Illinois). Among other things, the Shakman Accord and the City Hiring Plan prohibit the City from hiring persons as governmental employees in non-exempt positions on the basis of political reasons or factors.

(ii) Consultant is aware that City policy prohibits City employees from directing any individual to apply for a position with Consultant, either as an employee or as a subcontractor, and from directing Consultant to hire an individual as an employee or as a subcontractor. Accordingly, Consultant must follow its own hiring and contracting procedures, without being influenced by City employees. Any and all personnel provided by Consultant under this Agreement are employees or subcontractors of Consultant, not employees of the City of Chicago. This Agreement is not intended to and does not constitute, create, give rise to, or otherwise recognize an employer-employee relationship of any kind between the City and any personnel provided by

Consultant.

(iii) Consultant will not condition, base, or knowingly prejudice or affect any term or aspect of the employment of any personnel provided under this Agreement, or offer employment to any individual to provide services under this Agreement, based upon or because of any political reason or factor, including, without limitation, any individual's political affiliation, membership in a political organization or party, political support or activity, political financial contributions, promises of such political support, activity or financial contributions, or such individual's political sponsorship or recommendation. For purposes of this Agreement, a political organization or party is an identifiable group or entity that has as its primary purpose the support of or opposition to candidates for elected public office. Individual political activities are the activities of individual persons in support of or in opposition to political organizations or parties or candidates for elected public office.

(iv) In the event of any communication to Consultant by a City employee or City official in violation of Section 12.11 (c) (ii) above, or advocating a violation of Section 12.11 (c) (iii) above, Consultant will, as soon as is reasonably practicable, report such communication to the Hiring Oversight Section of the City's Office of the Inspector General, and also to the head of the relevant City Department utilizing services provided under this Agreement.

12.12 Electronic Ordering and Invoicing

The Consultant shall cooperate in good faith with the City in implementing electronic ordering and invoicing, including but not limited to catalogs, purchase orders, releases, and invoices. Consultant shall accept electronic purchase orders and releases upon request of the Chief Procurement Officer. Consultant shall provide the City electronic catalogs, copies of invoices and other electronic documents upon request. The electronic ordering and invoice documents shall be in a format specified by the City and transmitted by an electronic means specified by the City. Such electronic means may include, but are not limited to, disks, e-mail, EDI, FTP, web sites, and third party electronic services. The Chief Procurement Officer reserves the right to change the document format and/or the means of transmission upon written notice to the Consultant. Consultant shall ensure that the essential information, as determined by the Chief Procurement Officer, in the electronic document, corresponds to that information submitted by the Consultant in its paper documents. The electronic documents shall be in addition to paper documents required by this contract, however, by written notice to the Consultant, the Chief Procurement Officer may deem any or all of the electronic ordering and invoice documents the official documents and/or eliminate the requirement for paper ordering and invoice documents.

12.13 Participation by Other Local Government Agencies

Other local government agencies may be eligible to participate in this Agreement pursuant to the terms and conditions of this Agreement if such agencies are authorized, by law or their governing bodies, to execute such purchases, and if such authorization is allowed by the City of Chicago's Chief Procurement Officer, and if such purchases have no net adverse effect on the City of Chicago, and result in no diminished services from the Consultant to the City's user departments pursuant to such purchases. Examples of such Local Government Agencies are: Board of Education, Chicago Park District, City Colleges of Chicago, Chicago Transit Authority, Chicago Housing Authority, Chicago Board of Elections, Metropolitan Pier and Exposition Authority (McCormick Place, Navy Pier), and the Municipal Courts. Said purchases shall be made upon the issuance of a purchase order directly from the Local Government Agency. The City will not be responsible for payment of any amounts owed by any other Local

Government Agencies, and will have no liability for the acts or omissions of any other Local Government Agency.

12.14 No Third Party Beneficiaries

The parties agree that this Agreement is solely for the benefit of the parties and nothing herein is intended to create any third party beneficiary rights for Sub Consultants or other third parties.

ARTICLE 13. NOTICES

Notices provided for herein, unless expressly provided for otherwise in this Agreement, will be in writing and may be delivered personally or by placing in the United States mail, first class and certified, return receipt requested, with postage prepaid and addressed as follows:

If to the City:

Department of Innovation and Technology
Suite 2700, Daley Center
50 W. Washington Street
Chicago, Illinois 60602
Attention: Chief Information Officer

With Copies to:

Department of Procurement Services
Room 403, City Hall
121 North LaSalle Street
Chicago, Illinois 60602
Attention: Chief Procurement Officer

and

Department of Law
Room 610, City Hall
121 North LaSalle Street
Chicago, Illinois 60602
Attention: Corporation Counsel

If to Consultant:

SYSTEM DEVELOPMENT INTEGRATION, LLC
33 W. Monroe Street, Suite 400
Chicago, IL 60603
Attention: David A. Gupta

Changes in the above-referenced addresses must be in writing and delivered in accordance with the provisions of this Article 13.

Notices delivered by mail will be deemed received three (3) days after mailing in accordance with this Section. Notices delivered personally will be deemed effective upon receipt.

ARTICLE 14. AUTHORITY

14.01 City Authority

This Agreement is entered into by the City in accordance with the Municipal Purchasing Act for cities of 500,000 or more population, as contained in 65 ILCS 5/8-10-1 et seq., as amended, and with the Municipal Code of Chicago, as amended.

14.02 Consultant's Authority

Execution of this Agreement by the Consultant is authorized by a resolution of its Board of Directors, if a corporation, and the signature(s) of each person signing on behalf of the Consultant have been made with complete and full authority to commit the Consultant to all terms and conditions of this Agreement, including each and every representation, certification and warranty contained herein, including without limitation such representations, certifications and warranties collectively attached to this Agreement and incorporated by reference. If this Agreement is executed by an officer other than the chief executive officer of the Consultant, the Consultant will provide a certified resolution of its Board of Directors, if a corporation, granting such officer specific authority to sign this Agreement or general authority to sign agreements of this nature and scope.

[Signature Pages, Exhibits and Schedules follow.]

SIGNATURE PAGE

IN WITNESS WHEREOF, the City and the Consultant have executed this Agreement on the date first set forth above, at Chicago, Illinois.

CITY OF CHICAGO

By: Rahm Emanuel by SRP
Mayor

Comptroller

Chief Procurement Officer

SYSTEM DEVELOPMENT INTEGRATION, LLC

By: _____
President (or Authorized Officer)

Title: EVP/CFO

Attested by: _____
Corporate Secretary

Subscribed and sworn to before me this 26th day of April, 2011

by James Boyle, ~~President~~ EVP/CFO and Linda Petty,

Corporate Secretary of System Development Integration, LLC

OFFICIAL SEAL
DAWN M. DOME
Notary Public - State of Illinois
My Commission Expires Aug 23, 2012

Dawn M. Dome
Notary Public Signature

My Commission Expires: 08/23/12

EXHIBIT 1

SCOPE OF SERVICES & COMPENSATION SCHEDULE

SYSTEM DEVELOPMENT INTEGRATION, LLC
SCOPE OF SERVICES

The Scope of Service for a given project may include tasks under the category summarized below. In all cases, CITY OF CHICAGO Standards for software and hardware must be followed, unless express written approval is granted from the CITY OF CHICAGO Chief Information Officer (CIO). The CITY OF CHICAGO Department of Innovation and Technology Hardware and Software Standards Overview is available on the CITY OF CHICAGO website.

Category 2: **GIS Application Development, Support and Ongoing Maintenance:** Similar to the above scope, this category is specifically for applications whose prmary functionality is related to GIS.

Category 3: **On-Site & Remote Database Support and Ongoing Maintenance:** This category refers to support and maintenance of existing or new City databases. This support may be required to be provided either on-site or from a remote location and may include training.

Category 4: **IT Infrastructure Design:** Using approved City technology, this category encompasses activities related to design through implementation and support of products or services to integrate into our WAN, LAN, and wireless environments. Additionally, IT security assessments and business continuity planning for those environments are included in this category.

Category 5: **Management Consulting:** Projects under this category would involve management consulting to analyze and make recommendations for business process improvements, develop functional requirements for new applications, provide management training, and projects of a similar nature

THE FOLLOWING PAGES PROVIDE MORE DETAIL ABOUT THE SPECIFIC SCOPE AREAS PROVIDED BY THE CONSULTANT.

The **GIS Application Development, Support and Ongoing Maintenance** scope includes tasks that may or may not be included in the following list:

1. Development of GIS Layers and Geodatabases on the current Consultant -certified release(s) of the ESRI platform.

2. Development of ArcObject based tools and applications using Visual Basic or Java.

3. GIS Website development using Java and WebServices.

4. Basic Database Design, including the following components:

   4.1. Relational Data Modeling and normalization
   4.2. Facilitation of design workshops with user teams

5. Basic Geodatabase Design, including the following components:

   5.1. Modeling of geographic layers
   5.2. Annotation Feature Class Design
   5.3. Enterprise level data migration from coverage/shapefile to geodatabase model

6. Geodatabase Design, including the following components:

   6.1. Design of Planimetric Feature Data sets
   6.2. Design of Cadastral Feature Datasets

7. Geodatabase Management, including the following components:

   7.1. Current Consultant -certified release of the SDE Administration

   7.2. Management of multi-editor versioned databases

   7.3. Management of Raster datasets

8. Advanced Geodatabase Design, including the following components:

   8.1. Design and implementation of topology rules
   8.2. Integration of Geodatabase with tables from other enterprise databases
   8.3. Geometric Network geodatabase design

9. GIS Data Conversion, including the following components:

   9.1. GIS Conversion Strategy Design and Planning

   9.2. Georeferencing Raster Datasets

9.3. GIS Conversion / data creation from paper sources
9.4. GIS Conversion / data creation from raster sources
9.5. GIS Conversion / data creation from CAD
9.6. Quality Control of Conversion Projects

10. Database design and development, including the following components:

10.1. Oracle (current Consultant -certified release)
10.2. PL/SQL
10.3. Unix Scripting

11. GIS mapping, including the following components:

11.1. Map Creation using the current Consultant -certified release of ArcMap
11.2. Geocoding
11.3. Point layer creation
11.4. Advanced GIS geoprocessing in ArcGIS environment (buffering, etc.)

12. GIS Editing, including the following components:

12.1. Line Layer GIS Editing
12.2. Polygon Layer GIS Editing
12.3. Use and configuration of Editor Assistant
12.4. Topology validation checking
12.5. ArcInfo Workstation editing tools
12.6. ArcGIS Editing

13.Data acquisition, including the following components:

13.1. Remote sensing techniques
13.2. Change detection software
13.3. Field-based GPS Data collection

14. Advanced GIS analysis, including the following components/tools:

14.1. Spatial analysis
14.2. ArcGIS Spatial Analyst
14.3. ArcGIS Geostatistical Analyst
14.4. GIS in environmental impact analysis
14.5. GIS in economic development and trending analysis
14.6. GIS in network analysis/routing
14.7. ArcLogistics (routing)
14.8. GIS in utility applications
14.9. GIS in engineering applications

15. Use of specialized GIS tools, including the following components:

    15.1. ArcGIS Survey Analyst
    15.2. ArcGIS 3D Analyst
    15.3. Tracking Analyst (tracking changes/temporal data)
    15.4. ArcPad development

16. Advanced Aerials, including the following components:

    16.1. Use, modeling, analysis of LIDAR data
    16.2. Use and analysis of infrared Satellite imagery
    16.3. Have License of ERDAS Imagine or experience with ERDAS Imagine

17. Visual Basic / ArcObject Development, including the following components:

    17.1. ESRI ArcObject Model
    17.2. Development of ArcMap editing tools using ArcObjects
    17.3. Development of VB/ArcMap tools that integrate Crystal Reports

18. Utilization of Chicago GIS Architecture Modules, including the following components:

    18.1. *"GCS"* or similar java-based tool to bypass built-in ArcIMS geocoding services in favor of accessing ArcSDE functionality
    18.2. ***"GCE - Geocode Engine"*** or similar java based tool that provides programmable APIs to application that allow them to access spatial queries and create point, line, and polygon layers without user intervention
    18.3. ***"Geolookup"*** or tabular translations of GIS geographies used to enhance performance of frequent GIS queries

19. Legacy GIS Programming, including the following languages:

    19.1. AML (the current Consultant -certified release)
    19.2. Avenue (the current Consultant -certified release)

20. Data Scrubbing, including the following components:

    20.1. Program development for mass data conversions
    20.2. Batch geocoding programs
    20.3. Data matching and consolidation analysis and programming
    20.4. Change detection (temporal image analysis)

21. Reporting, including the following components:

    21.1. Business Objects Report Design experience

21.2. Business Objects Broadcast Agent experience
21.3. Crystal Reports integration with ArcMap experience

22. Visual Basic / Java Development, including the following components:

22.1. ESRI ArcObject Model development
22.2. Development of Java-based GIS websites using the Java API to ArcObjects
22.3. Visual Basic Development

23. Core Java Development, including the following components:

23.1. J2FR based development
23.2. XML design and parsing
23.3. JSP development
23.4. UML Design and Documentation

24. Java Development, including the following components:

24.1. EJB development
24.2. Web Service Development

25. Basic ArcIMS Development, including the following components:

25.1. Development of ArcIMS (the current Consultant -certified release) websites
25.2. ArcXML

26. GIS Website Administration, including the following components:

26.1. ArcIMS Administration
26.2. Oracle (the current Consultant -certified release) configuration and mgmt
26.3. BEA Weblogic configuration and mgmt

27. Advanced ArcIMS Development, including the following components:

27.1. Development of Java-based websites that access ArcIMS map services (do not rely on out-of-box ArcIMS template)
27.2. Rendering of acetate layers based on live database queries to non-GIS databases
27.3. Development of GIS Websites to manage editing of GIS Layers in SDE
27.4. Integration of external web services into ArcIMS websites
27.5. Integrating AVL (automated vehicle location) into ArcIMS

28. Use of ESRI functionality/Tools, including the following components:

28.1. Development using ArcGIS server (new ESRI application server)

28.2. ArcGIS Engine

The **On-Site & Remote Database Support and Ongoing Maintenance** scope includes tasks that may or may not be included in the following list:

1. Onsite Database Support

2. Remote Database Support, allowing direct access to DBA via phone, pager and email.

3. Service including a Primary Database Administrator (DBA) familiar with the City of Chicago account and backup DBAs instead of providing a primary account manager with a pool of DBAs.

4. Database design, to include the following components:

   4.1. Evaluate overall configuration by server and make recommendations for CPU, memory, disk layouts, required tapes, etc.
   4.2. Evaluate design of Oracle related software with respect to Security, Data Integrity, Backup/Recovery, Location Independence and Performace
   4.3. Publish and enforce standards as they relate to customizations, extensions, medications, and interfaces

5. Database installation and upgrades, to include the following activities:

   5.1. Install and configure the Oracle Software (following City Standards and Best Practices such as OFA/SAFE)
   5.2. Upgrade Oracle Software Version
   5.3. Research and Recommend Fixes/Patches
   5.4. Apply Non-OS Emergency Fixes/Patches
   5.5. Apply Non-OS Fixes/Patches
   5.6. Calculate/Specify space requirements
   5.7. Create startup/shutdown/monitoring scripts for software including but not limited to DB, Listeners, Agents, Web Servers, Form Serviers, Report Servers
   5.8. Migrate software/changes through stages using change control techniques (Generally during off hours)

6. Database administration, to include the following activities:

   6.1. Implement DB Design including the creation and medication of instances and database objects such as tables, views, links, indexes, users, profiles, etc.
   6.2. Write and execute SQL and SQL scripts including DDL and DML
   6.3. Configure and execute Database Utilities such as SQL *Loader
   6.4. Suggest, Create, Track TARS
   6.5. Provide technical mentoring and knowledge transfer

7. Database backup and recovery, to include the following activities:

   7.1. Create, document backup and recovery procedures for all types of backup: hot, cold, off-site, and logical
   7.2. Re-Certify Backup/Restore Strategy at least Quarterly
   7.3. Verify Backups Nightly (L o g i c a l / P h y s i c)
   7.4. Conduct Restore/Recover Tests no less than Quarterly
   7.5. Restore/Recover (Non-OS) components
   7.6. Manage all archive files
   7.7. Recover (or Monitor) using LogMiner
   7.8. Use of RMAN as focus of backup/recovery strategy
   7.9. Approve/Implement Backup/Recovery design

8. Database monitoring, to include the following activities:

   8.1. Monitor no less than daily: CPU/Disk/Memory and take corrective action if needed; Report trends by day/week/month
   8.2. Monitor continuously: Locks, Blocked Processes, Blocking Processes and take corrective action to allow processing to continue
   8.3. Monitor no less than daily: Segments and DB Objects for space and organization and take corrective action if needed; Report trends by day/week/month
   8.4. Monitor validity of the database objects and recompile if needed
   8.5. Monitor no l s than daily: Oracle related Alerts, Logs and Traces and address issues that are presented
   8.6. Monitor continuously: Any process needed to connect to the database such as a listener, agent, or process related to the Instance, Forms Server, Web Server, Apache, OEM, or Concurrent Manager) and take corrective action if needed
   8.7. Execute DB Health Checklist by 8:30 AM every day and take corrective/preventive actions as needed
   8.8. Configure OEM with standard and City-requested alerts and jobs
   8.9. Create shell scripts to monitor performance as needed

9. Database tuning, to include the following activities:

   9.1. Tune Instance and Database (including init.ora, o/s related parameters) 9.2. Tune Application (DB Tier, i.e., PIJSQL)
   9.3. Tune Application (Middle tier, i.e., Oracle AS)
   9.4. Tune SQL by executing Traces/Explains and recommending/implementing improvements to queries or database to improve response
   9.5. Tune Application (Client Tier including debugging memory/cpu/version/conflict problems)
   9.6. Track, coordinate resolution, and report on all performance problems including those turned over to other teams for ultimate resolution
   9.7. Gather statistics in a timely fashion
   9.8. Recommend/Manage Materialized Views

9.9. Reorganize data and indexes as needed
9.10. Proactively address problems that trend analysis is predicting
9.11. Relocate files if needed
9.12. Purge Alerts/Archives/I.ogsli'races/Outputs related to Oracle products
9.13. Correct Out of Space and Extent Conditions

10. Database security, to include the following activities:

10.1. Eliminate Default Passwords, guard against bad passwords used with Oracle products by adhering to standards, periodically testing for password violations, and configuring profiles when possible
10.2. Add DB users, roles, profiles as specified by Program Management team
10.3. Add Application users, roles, responsibilities as specified by Program Management team
10.4. Formulate O/S security requests needed to protect the Oracle related software and the integrity of the system
10.5. Recommend Firewall/Security Specification and test implementation
10.6. Restrict Public Packages
10.7. Perform requested grants/revokes
10.8. Maintain SSL Certificates
10.9. Proactively monitor and maintain Oracle Security Patches
10.10. Design and implement Oracle Audits, including writing/distributing associated reports and cleaning up the audit files

11. Emergency problem resolution and assistance, to include the following activities:

11.1. Provide 24 x 7 monitoring of alerts, thresholds, and availability
11.2. Troubleshoot errors occurring from batch jobs or processes
11.3. Respond to off-hour help desk triage
11.4. Respond to support pager within 15 minutes
11.5. Make technical adjustments needed to provide for middle tier availability within 20 minutes of failure of an Application/Web Tier failure
11.6. Make technical adjustments needed to provide for middle tier availability within 20 minutes of failure of a DB Tier failure
11.7. Provide local resource within 2 hours for extreme emergency

12. Data movement, to include the following activities:

12.1. Configure and execute SQL*Loader
12.2. Configure and execute Import/Bxport
12.3. Move/Copy Data
12.4. Replicate Data/Environments for Patching, Development, Acceptance, Security, R&D,

training and Testing purposes

12.5. Replicate Data/Environments nightly (or as agreed upon) for Reporting Purposes

13. Related client tier support, to include the following activities:

13.1. Provide Specification for Oracle Client Software (including SQLNET/TNSNAMES) and keep master listing up to date. Install on prototype or application server.

13.2. Provide Specification for Browser/Client Requirements related to Oracle Software

13.3. Install Configure Server components (such as repositories) needed to execute client software (such as Designer, OEM)

14. Related system administration support, to include the following activities:

14.1. Perform scheduled and ad hoc startup/shutdown of instances

14.2. Perform scheduled and ad hoc backup/restores of mount points

14.3. Allocate mount points and NSF mount points

14.4. Allocate NSF Administer file permissions including ACLs

14.5. Administer Firewall definitions

14.6. Administer Unix password changes and user creation

14.7. Manage tapes including cataloging and off-site storage rotations

14.8. Monitor CPU/Memory/Disk Space, provide reports, and provide proactive recommendations

14.9. Monitor disk space; Make adjustments to keep area of YO (such as FTP) available

14.10. Apply Emergency OS Fixes/Patches

14.11. Apply Non-Emergency Fixes/Patches

14.12. Restore/Recover (O/S) components

14.13. Implement scripts requiring root access

14.14. Configure Printers

14.15. Add Unix users, roles, profiles as specified by Program Management team

14.16. Proactively monitor and maintain server security patches

15. Related application support, to include the following activities:

15.1. Oversee the running of integrated batch schedule (including off-hour problem resolution)

15.2. Manage the change control process for the supported applications

15.3. Managing notifications of outages

16. Support of the following products and activities:

16.1. Provide Sql Server Support

16.2. Provide DB2 Support

16.3. Provide MySQL support
16.4. Provide Other DBMS Support
16.5. Provide VSAM Support (for data migrations)

17. Utilization of the following XML related roles and technologies:

17.1. XML schema design
17.2. XML development including the use of **DOM/ SAX, XSD, XSLT, XPath,** and XQuery

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The **IT Infrastructure Design** scope includes tasks that may or may not be included in the following list:

1. Wide Area Network (WAN) design.
2. Local Area Network (LAN) design.
3. Design of data and network security, including the following components:
   - 3.1. Firewalls (software/hardware)
   - 3.2. Security Services (Penetration Testing, Vulnerability Scanning, Policy Development)
   - 3.3. WEB application security
   - 3.4. Database application security
   - 3.5. Intrusion Detection/Prevention
   - 3.6. Authorization/Authentication
   - 3.7. SSLs/VPNs
4. Wireless LAN and WAN design.
5. Microsoft Active Directory and LDAP Directory Integration design.
6. Enterprise server and storage design.
7. Server selection, including but not limited to the following Consultant s:
   - 7.1. Sun Enterprise
   - 7.2. HP
   - 7.3. Dell
8. Operating system tasks, including but not limited to the following Consultant s:
   - 8.1. Solaris
   - 8.2. RedHat Linux
   - 8.3. Microsoft
9. Clustering solutions, including but not limited to the following products:
   - 9.1. Oracle RAC
   - 9.2. Sun Cluster
   - 9.3. Veritas Cluster Server
10. Design of Storage Area Network products, including but not limited to the following:
    - 10.1. EMC
    - 10.2. Fujitsu
    - 10.3. Hitachi
    - 10.4. Dell
    - 10.5. HP
11. Evaluation and design of back-up and recovery solutions, including but not limited to the following Consultant products:
    - 11.1. Veritas Netbackup and Backup
    - 11.2. Exec Legato Networker
    - 11.3 Oracle DB (RMAN)

12. Performance testing and tuning of:
    - 12.1. Applications
    - 12.2. Database (Oracle and Microsoft SQL Server) PC Client Server Network
    - 12.3. PC Client
    - 12.4. Servier
    - 12.5. Network

13. Network design using optical networks.
14. Server consolidation and/or platform migration design, including legacy mainframe retirement.
15. Design of voice over IP solutions.
16. Design of XML middleware integration solutions.
17. Needs analysis and design of enterprise-wide business continuity/disaster recovery solutions.
18. Design of video networks, including but not limited to the following:
    - 18.1 CCTV (Closed Caption TeleVision)
    - 18.2. Video Surveillance
    - 18.3. Analog or Digital signal, Analog to Digital signal conversion
    - 18.4. WEBCAMS/WEBCAST
    - 18.5. Streaming Video
    - 18.6. Video Conferencing
19. Design of voice networks.
20. Design of IVR (Interactive Voice Response) systems for the following:
    - 20.1. Call Center
    - 20.2. Customer Relations Management (CRM)
    - 20.3. Computer Telephony Integration (CTI) environments
    - 20.4. Voice Script designs
21. Design of the following tracking, telemetry, biometrics, and other technologies that may be identified:
    - 21.1. RFID (Radio Frequency Identification)
    - 21.2. Infrared
    - 21.3. Magnetic Swipe
    - 21.4. Barcode Readers
    - 21.5. Smart Card
    - 21.6. Proximity Card
    - 21.7. Laser
    - 21.8. Document Management

The **Management Consulting** scope includes tasks that may or may not be included in the following list:

1. General IT research and recommendations addressing one or more of the following:
   - 1.1. Architectures
   - 1.2. Methodologies
   - 1.3. Technology
   - 1.4. Technology outsourcing
2. Development of functional requirements for a business application, including the following activities:
   - 2.1. Conducting staff and customer interviews
   - 2.2. Documentation of all required data sources and desired interfaces to and from the application
   - 2.3. Development of use cases and process diagrams
   - 2.4. Documentation of any existing applications and manual processes that would be affected
   - 2.5. Review of existing software packages for comparison to potential needs and for additional input as to functionality
   - 2.6. Specifications for user access, inquiry and entry needs
   - 2.7. Specifications for special technology, such as handheld devices

3. Business Process Analysis and Re-Engineering, to include the following activities:
   - 3.1. Conducting staff and customer interviews
   - 3.2. Documenting current work processes for validation
   - 3.3. Determining current cost of providing services and assessing customer services to calculate costibenefit and ROI analysis
   - 3.4. Conducting a comparison of the City's processes to reasonable benchmarks and best practices of other organizations, in both the public and private sectors. This may include surveys, questionnaires of other organizations, research, and data analysis.
   - 3.5. Identifying gaps in the performance of critical processes and understanding which practices can be applied to improve performance. This may include performing detailed analysis of the way the City does business as compared to ideas and actual practices in other governments and organizations, and determining what may work best for the City.
   - 3.6. Developing recommendations for improved processes, suggested activities to implement those recommendations and desired outcomes
   - 3.7. Assistance in implementation of new business process and technology initiatives

4. Organizational assessment and/or organizational change management, including

CERTIFICATE OF RESOLUTION

System Development.Integration, LLC
a Delaware limited liability company

The undersigned, Linda Petty, Secretary of System Development.Integration, LLC, a Delaware limited liability company ("SDI, LLC"), does hereby certify to the City of Chicago (the "Government") that the following resolutions have been duly adopted by the Board of Managers (the "Board") of SDI Opco Holdings, LLC, the sole member of SDI, LLC (the "Company"), and are in full force and effect as of December 8, 2011, and that said actions herein described are permitted by the Certificate of Formation and the Second Amended and Restated Limited Liability Company Agreement of the Company:

NOW, THEREFORE, BE IT RESOLVED, that SDI, LLC has authorized and approved the Pre-Qualified Consultant Pool Agreement by and between the City of Chicago, acting through its Department of Innovation and Technology, and SDI, LLC in the form reviewed by the Board (the "Agreement"); and be it

FURTHER RESOLVED, that the Board has authorized each of David A. Gupta, President/Treasurer of SDI, LLC, James Boyle, Executive Vice President/CFO, and Linda Petty, Secretary/General Counsel of SDI, LLC (collectively, the "Authorized Representatives" and individually an "Authorized Representative"), acting singly, on behalf of SDI, LLC, to negotiate and enter into the Agreement, and to provide any other related document which may be required by the City of Chicago and its departments.

Date: December 8, 2011

Linda Petty, Secretary
System Development.Integration, LLC

outsourcing and consolidation on business units.

5. Application portfolio analysis for business continuity or other functions.

6. Strategic business planning, including the following activities:

   6.1. Business modeling
   6.2. Operational assessment 6.3. Critical success factors

7. Preparation of requests for information, qualifications or Proposals to determine and evaluate technical solutions.

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COMPENSATION SCHEDULE
TIME & MATERIAL ONLY

CATEGORY 2: GIS APPLICATION DEVELOPMENT, SUPPORT AND ONGOING MAINTENANCE
CATEGORY 3: ON-SITE & REMOTE DATABASE SUPPORT AND ONGOING MAINTENANCE
CATEGORY 4: IT INFRASTRUCTURE DESIGN
CATEGORY 5: MANAGEMENT CONSULTING

The Consultant named below proposes to provide all Services described in the Scope of Services for the fees set forth below.

COMPANY NAME: SYSTEM DEVELOPMENT INTEGRATION, LLC

****** See the Following Page ******

Key Personnel (Title)	Maximum Fully Loaded Hourly Rates* 2011	Maximum Fully Loaded Hourly Rates* 2012	Maximum Fully Loaded Hourly Rates* 2013	Maximum Fully Loaded Hourly Rates* 2014	Maximum Fully Loaded Hourly Rates* 2015	Maximum Fully Loaded Hourly Rates* 2016	Maximum Fully Loaded Hourly Rates* 2017

*Fully Loaded Hourly Rates include, but are not necessarily limited to: labor, overhead and payroll burden

COMPANY NAME: SYSTEM DEVELOPMENT INTEGRATION, LLC

Key Personnel (Title)	Maximum Fully Loaded Hourly Rates* 2011	Maximum Fully Loaded Hourly Rates* 2012	Maximum Fully Loaded Hourly Rates* 2013	Maximum Fully Loaded Hourly Rates* 2014	Maximum Fully Loaded Hourly Rates* 2015	Maximum Fully Loaded Hourly Rates* 2016	Maximum Fully Loaded Hourly Rates* 2017
Account Manager	$205	$210	$215	$220	$225	$230	$235
Senior Application Developer	$130	$133	$136	$139	$142	$145	$148
Application Developer	$90	$92	$94	$96	$98	$100	$102
Senior Business Analyst	$120	$123	$126	$129	$132	$135	$138
Business Analyst	$95	$97	$99	$101	$104	$107	$110
CADD	$55	$57	$59	$61	$63	$65	$67
Senior Data Analyst	$120	$123	$126	$129	$132	$135	$138
Data Analyst	$95	$97	$99	$101	$104	$107	$110
Primary DBA (City Knowledge)	$175	$179	$183	$187	$191	$195	$199
Senior DBA	$150	$153	$157	$161	$165	$169	$173
DBA	$125	$128	$131	$134	$137	$140	$143
Offsite DBA	$100	$102	$105	$108	$111	$114	$117
Senior Desktop Technician	$100	$102	$105	$108	$111	$114	$117
Desktop Technician	$75	$77	$79	$81	$83	$85	$87
Senior GIS Analyst	$175	$179	$183	$187	$191	$195	$199
GIS Analyst	$125	$128	$131	$134	$137	$140	$143
Senior GIS Application Developer	$130	$133	$136	$139	$142	$145	$148
GIS Application Developer	$100	$102	$105	$108	$111	$114	$117
Help Desk Technician	$85	$87	$89	$91	$93	$95	$97
Senior IVR Technician	$125	$128	$131	$134	$137	$140	$143
IVR Technician	$80	$82	$84	$86	$88	$90	$92
Senior Network Administrator	$150	$153	$157	$161	$165	$169	$173
Network Administrator	$110	$113	$116	$119	$122	$125	$128
Senior Network Architect	$210	$215	$220	$225	$230	$235	$240
Network Architect	$150	$153	$157	$161	$165	$169	$173
Senior Project Manager	$175	$179	$183	$187	$191	$195	$199
Project Manager	$150	$153	$157	$161	$165	$169	$173
Senior Report Writer	$100	$102	$105	$108	$111	$114	$117
Report Writer	$65	$67	$69	$71	$73	$75	$77
Senior Security Analyst	$150	$153	$157	$161	$165	$169	$173
Security Analyst	$125	$128	$131	$134	$137	$140	$143
Senior Server Administrator	$125	$128	$131	$134	$137	$140	$143
Server Administrator	$75	$77	$79	$81	$83	$85	$87
Senior System Administrator	$150	$153	$157	$161	$165	$169	$173
System Administrator	$125	$128	$131	$134	$137	$140	$143
Senior System Analyst	$120	$123	$126	$129	$132	$135	$138
System Analyst	$95	$97	$99	$101	$104	$107	$110
Senior System Architect	$150	$153	$157	$161	$165	$169	$173
System Architect	$125	$128	$131	$134	$137	$140	$143
Technical Lead	$75	$77	$79	$81	$83	$85	$87
Technical Writer	$95	$97	$99	$101	$104	$107	$110
Senior Training Specialist	$120	$123	$126	$129	$132	$135	$138
Training Specialist	$95	$97	$99	$101	$104	$107	$110
Senior Unix Administrator	$150	$153	$157	$161	$165	$169	$173
Unix Administrator	$110	$113	$116	$119	$122	$125	$128
Vendor Subject Expert	$250	$255	$261	$267	$273	$279	$285
Senior Web Developer	$130	$133	$136	$139	$142	$145	$148
Web Developer	$90	$92	$94	$96	$98	$100	$102

* Fully Loaded Hourly Rates include, but are not necessarily limited to: labor, overhead and payroll burden

EXHIBIT 2

INSURANCE REQUIREMENTS AND EVIDENCE OF INSURANCE

PROFESSIONAL SERVICES INSURANCE REQUIREMENTS
IT Professional Consulting Services

Category 2: GIS APPLICATION DEVELOPMENT, SUPPORT AND ONGOING MAINTENANCE
Category 3: ON-SITE & REMOTE DATABASE SUPPORT AND ONGOING MAINTENANCE
Category 4: IT INFRASTRUCTURE DESIGN
Category 5: MANAGEMENT CONSULTING

Consultant must provide and maintain at Consultant's own expense, during the term of the 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 coverage and requirements specified below, insuring all operations related to the Agreement.

A. 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, illness or disease.

2) Commercial General Liability (Primary and Umbrella)

Commercial General Liability Insurance or equivalent with limits of not less than **$5,000,000** 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). The City of Chicago is to be named as an additional insured on a primary, non-contributory basis for any liability arising directly or indirectly from the Services.

Sub Consultants performing Work for Consultant must maintain limits of not less than $2,000,000 with the same terms herein.

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 **$500,000** per occurrence for bodily injury and property damage. The City of Chicago is to be named as an additional insured on a primary, non-contributory basis.

Sub Consultants performing Work for Prime Consultant must maintain limits of not less than $2,000,000 with the same terms herein.

4) Error & Omissions/Professional Liability

When architect, engineers, EDP professionals including but not limited to Software Designers, Computer Programmers, Electronic Data Processors or other professional Consultants perform work in connection with this Contract, Professional Liability Insurance covering acts, errors, or omissions must be maintained with limits of not less than $1,000,000. Coverage must include but not limited to contractual liability, performance of or failure to perform EDP, performance of or other computer services, and failure of software product ot perform the function for the purpose intended. When policies are renewed or replaced, the policy retroactive date must coincide with, or precede, start of work on the Contract. A claims-made policy which is not renewed or replaced must have an extended reporting period of two (2) years.

Sub Consultants performing work for Consultant may maintain limits of not less than $1,000,000 with the same terms herein.

5) Valuable Papers

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

6) Property/Installation Floater

All Risk/Property Installation Insurance must be maintained at replacement cost for loss or damage to City machinery, equipment, materials or supplies (until City acceptance) and any other property that are part of the project/contract during the course for design, development, replacement or maintenance, testing and installation including any City equipment while at another location of Consultant. Coverage must include worksite, in transit, offsite, faulty workmanship or materials, testing and mechanical-electrical breakdown and extra expense. The City of Chicago is to be named as additional insured and loss payee.

The Consultant is responsible for all loss or damage to City of Chicago Property at full replacement cost during installation, modifications, maintenance and/or repairs to database and any IT Infrastructure Systems while in Consultant's care, custody and control, or loss to any City property as a result of the Contract.

Consultant is responsible for all loss and damage to personal property (including but not limited to material, equipment, tools and supplies), owned, used or rented, by Consultant.

B. ADDITIONAL REQUIREMENTS

Consultant must furnish the City of Chicago, Department of Procurement Services, City Hall, Room 403, 121 North LaSalle Street, 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 City of Chicago Insurance Certificate Form (copy attached as Exhibit-) or equivalent prior to execution of Agreement. The receipt of any certificate does not constitute agreement by the City that the insurance requirements in the 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 City to obtain certificates or other insurance evidence from Consultant is not a waiver by the City of any requirements for the Consultant to obtain and maintain the specified coverages. Consultant must advise all insurers of the Agreement provisions 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 the Agreement, and the City retains the right to suspend this Agreement until proper evidence of insurance is provided, or the Agreement may be terminated.

The insurance must provide for 60 days prior written notice to be given to the City in the event coverage is substantially changed, canceled or non-renewed.

Any deductibles or self-insured retentions on referenced insurance coverages must be borne by Consultant.

Consultant hereby waives and agrees to require their insurers to waive their rights of subrogation against the City of Chicago, its employees, elected officials, agents or representatives.

The coverages and limits furnished by Consultant in no way limit the Consultant's liabilities and responsibilities specified within the Agreement or by law.

Any insurance or self-insurance programs maintained by the City of Chicago do not contribute with insurance provided by Consultant under this Agreement.

The required insurance to be carried 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.

If Consultant is a joint venture or limited liability company, the insurance policies must name the joint venture or limited liability company as a named insured.

Consultant must require all Sub Consultants to provide the insurance required herein, or Consultant may provide the coverages for Sub Consultants. All Sub Consultants are subject to the same insurance requirements of Consultant unless otherwise

specified in this Agreement.

If Consultant or Sub Consultant desire additional coverages, the party desiring the additional coverages is responsible for the acquisition and cost.

Notwithstanding any provisions in the Agreement to the contrary, the City of Chicago Risk Management Department maintains the right to modify, delete, alter or change these requirements.

□

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 04/06/2011

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

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

PRODUCER
MARSH USA
ATTN: JACKIE AMATO
500 W MONROE ST
CHICAGO, IL 60661

217191-GAWXP-GAWXP-10-11

CONTACT NAME:
PHONE (A/C, No, Ext):
FAX (A/C, No):
E-MAIL ADDRESS:
PRODUCER CUSTOMER ID #:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Federal Insurance Company	20281
INSURER B : Great Northern Insurance Company	20303
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
SYSTEM DEVELOPMENT INTEGRATION, LLC
ATTN: PELLEG GRAUPE
33 W. MONROE ST., SUITE 400
CHICAGO, IL 60603

COVERAGES **CERTIFICATE NUMBER:** CHI-003610153-01 **REVISION NUMBER:** 4

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	**GENERAL LIABILITY**			3586-01-04	12/31/2010	12/31/2011	EACH OCCURRENCE	$ 1,000,000
	X COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
	CLAIMS-MADE X OCCUR						MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$ 1,000,000
	X POLICY PRO-JECT LOC							$
B	**AUTOMOBILE LIABILITY**			7353-95-56	12/31/2010	12/31/2011	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	X ALL OWNED AUTOS						BODILY INJURY (Per accident)	$
	SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident)	$
	X HIRED AUTOS							$
	NON-OWNED AUTOS							$
	X COMP/COLL DED $500							
A	X **UMBRELLA LIAB** X OCCUR			7982-24-68	12/31/2010	12/31/2011	EACH OCCURRENCE	$ 4,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 4,000,000
	DEDUCTIBLE							$
	RETENTION $							$
A	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N			7171-18-98	12/31/2010	12/31/2011	X WC STATU-TORY LIMITS OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N	N / A					E.L. EACH ACCIDENT	$ 1,000,000
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
A	Professional Liability			3586-01-04	12/31/2010	12/31/2011	LIMIT:	1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Re: Contract (PO) No. 23004; Spec. No. 66760
City of Chicago is included as additional insured with regard to general liability and auto liability to the extent required by written contract.

*COVERAGE IS PRIMARY AND NON-CONTRIBUTORY OVER ANY EXISTING INSURANCE AND LIMITED TO LIABILITY ARISING OUT OF THE OPERATIONS OF THE NAMED INSURED AND WHERE REQUIRED

CERTIFICATE HOLDER

City of Chicago
Department of Procurement Services
121 N. LaSalle Street
Rm. 403
Chicago, IL 60602

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
of Marsh USA Inc.

Katey E. Jones

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ADDITIONAL INFORMATION

CHI-003610153-01

DATE (MM/DD/YY)
04/06/2011

PRODUCER

MARSH USA
ATTN: JACKIE AMATO
500 W MONROE ST
CHICAGO, IL 60661

217191-GAWXP-GAWXP-10-11

INSURERS AFFORDING COVERAGE **NAIC #**

INSURED

SYSTEM DEVELOPMENT INTEGRATION, LLC
ATTN: PELLEG GRAUPE
33 W. MONROE ST., SUITE 400
CHICAGO, IL 60603

INSURER G:

INSURER H:

INSURER I:

INSURER J:

TEXT

CONTINUED FROM DESCRIPTION SECTION:

BY WRITTEN CONTRACT.

CERTIFICATE HOLDER

City of Chicago
Department of Procurement Services
121 N. LaSalle Street
Rm. 403
Chicago, IL 60602

AUTHORIZED REPRESENTATIVE
of Marsh USA Inc.
Katey E. Jones

SDI
we're there.®

CHICAGO • DENVER • LOS ANGELES

April 11, 2011

Jamie L. Rhee
Chief Procurement Officer
Department of Procurement Services
City of Chicago
121 N. LaSalle Street Rm. 403
Chicago, IL 60602

Via Personal Delivery

Re: Compliance with MBE/WBE Requirements for City of Chicago Contract No. 23004 Spec. No. 66760

Dear Chief Procurement Officer Rhee:

Reference is made to that certain proposed Pre-Qualified Consultant Pool Agreement between the City of Chicago Department of Innovation and Technology and System Development Integration, LLC ("SDI") for Information Technology and Related Services (the "Contract").

Pursuant to the Contract, SDI must achieve a minimum of 25% MBE and 5% WBE participation goal based on the total value of all Task Orders awarded under the Contract. With this letter, SDI wishes to acknowledge the foregoing W/MBE goals and affirm its commitment to meet the foregoing W/MBE goals under the Contract.

If you have any questions, please do not hesitate to contact me.

Best regards,

Linda Petty
Secretary/General Counsel
Tel 312.580.7515
Fax 312.580.7600
lpetty@sdienterprises.com

EXHIBIT 3

SPECIAL CONDITION REGARDING MINORITY BUSINESS ENTERPRISE COMMITMENT AND WOMEN BUSINESS ENTERPRISE COMMITMENT
Task Order Contracts
(MBE/WBE Professional Services)

I. Policy and Terms

A. It is the policy of the City of Chicago that businesses certified as Minority Business Enterprises (MBE) and Women Business Enterprises (WBE) in accordance with Section 2-92-420 et seq. of the Municipal Code of Chicago and Regulations Governing Certification of Minority and Women-owned Businesses, and all other Regulations promulgated under the aforementioned sections of the Municipal Code shall have the maximum opportunity to participate fully in the performance of this agreement. Therefore, the Contractor shall not discriminate against any person or business on the basis of race, color, national origin or sex, and shall take affirmative action to ensure that women and minority businesses shall have the maximum opportunity to compete for and perform subcontracts for supplies or services.

B. Failure to carry out the commitments and policies set forth herein shall constitute a material breach of the contract and may result in the termination of the contract or such remedy as the City of Chicago deems appropriate.

C. Accordingly, the Contractor commits to expend at least the following percentages of the total contract price (inclusive of any and all modifications and amendments), if awarded, for contract participation by MBEs and WBEs:

MBE Contract Goal: 25%
WBE Contract Goal: 5%

D. The commitment is met by the Contractor's status as an MBE or WBE, or by joint venturing with one or more certified MBEs or WBEs, or by subcontracting a portion of the work to one or more MBEs or WBEs on each task order, or by the purchase of materials used in the performance of the contract from one or more MBEs or WBEs, or by the indirect participation of MBEs or WBEs in other aspects of the Contractor's business (but no dollar of such indirect MBE or WBE participation shall be credited more than once against a Contractor's MBE or WBE commitment with respect to all contracts of such Contractor), or by any combination of the foregoing.

Note: MBE/WBE participation goals are separate and those businesses certified with the City of Chicago as both an MBE and WBE shall not be credited more than once against a Contractors MBE or WBE commitment in the performance of the contract.

E. As noted above, the Contractor may meet all or part of this commitment by contracting with MBEs or WBEs for the provision of goods or services not directly related to the performance of this contract. However, in determining the manner of MBE/WBE participation, the Contractor shall first consider involvement of MBEs/WBEs as joint venture partners, Subcontractor(s)/Subconsultant(s), and suppliers of goods and services directly related to the performance of this contract. In appropriate cases, the Chief Procurement Officer will require the Contractor to demonstrate the specific efforts undertaken to involve MBEs and WBEs in direct participation in the performance of this contract.

F. The Contractor also may with prior approval of the Chief Procurement Officer or designee, meet all, or part, of this commitment through credits received pursuant to Section 2-92-530 of the Municipal Code of Chicago for the voluntary use of MBEs or WBEs in private sector projects.

II. Definitions

A. **"Minority Business Enterprise"** or **"MBE"** means a firm awarded certification as a minority owned and controlled business in accordance with City Ordinances and Regulations.

B. **"Women Business Enterprise"** or **"WBE"** means a firm awarded certification as women owned and controlled business in accordance with City Ordinances and Regulations.

C. **"Directory"** means the Directory of Certified "Disadvantaged Business Enterprises," "Minority Business Enterprises" and "Women Business Enterprises" maintained and published by the Executive Director. The Directory identifies firms that have been certified as MBEs and WBEs, and includes both the date of their last certification and the area of specialty in which they have been certified. Contractors are responsible for verifying the current certification status of all proposed MBE and WBE firms.

D. **"Area of Specialty"** means the description of an MBE or WBE firms business which has been determined by the Chief Procurement Officer to be most reflective of the MBE or WBE firms claimed specialty or expertise. Each MBE/WBE letter of certification contains a description of the firm's Area of Specialty. This information is also contained in the Directory. Credit toward this contracts MBE and WBE participation goals shall be limited to the participation of firms performing within their Area of Specialty.

NOTICE: The Department of Procurement Services does not make any representation concerning the ability of any MBE/WBE to perform work within their Area of Specialty. It is the responsibility of all Contractors to determine the capability and capacity of MBEs/WBEs to satisfactorily perform the work proposed.

E. **"Joint Venture"** means an association of two or more businesses to carry out a single business enterprise for profit, and for which purpose they combine their expertise, property, capital, efforts, skill and knowledge. Contractors may develop joint venture agreements as an instrument to provide participation by certified MBEs and WBEs in the contract's work or services.

F. **"Executive Director"** means the executive director of the Office of Compliance or his or her designee.

G. **"Respondent"** means any individual or firm responding to a Request for Information (RFI), Request for Proposal (RFP), or Request for Qualification (RFQ).

H. **"Task Order Request"** is a solicitation document issued by a user department for a specific task or tasks pertaining the scope of services required by the user department during the term or the agreement. The Consultants will respond to the department's request by submitting a complete Task Order proposal for the department's review and approval.

I. **"Task Order Proposer"** means an approved pre-qualified consultant who has been awarded a consulting agreement in response to a Request for Proposal (RFP/Request for Qualifications (RFQ) ad who is responding to the Task Order Request.

J. **"Task Order Proposal"** means a complete package that consists of scope of services, a list of deliverables, staffing schedule, completing schedule, proposed sub-consultants including MBE/WBE sub-consultants and a detailed budget outlining billing rates and estimated number of hours of each discipline.

III. Joint Ventures

Respondents may develop joint venture agreements as an instrument to provide participation by certified MBEs and WBEs in contract work. A Joint Venture seeking to be credited for MBE and/or WBE participation may be formed among MBE and/or WBE firms or between an MBE and/or WBE firm and a non-MBE/WBE firm.

A joint venture is eligible for MBE or WBE credit if the MBE/WBE joint venture partner(s) share in the ownership, control and management responsibilities, risks and profits of the joint venture, and are responsible for a clearly defined portion of work to be performed, in proportion with the MBE and/or WBE ownership percentage.

Notice: The City requires that, whenever a joint venture is proposed as the prime Contractor, each joint venture partner must separately sign the proposal to the City, in the pages captioned TO BE EXECUTED BY A CORPORATION; TO BE EXECUTED BY A PARTNERSHIP; and/or TO BE EXECUTED BY A SOLE PROPRIETOR, as applicable.

IV. Counting MBE/WBE Participation toward the Contract Goals

A. The inclusion of any MBE or WBE in the Contractors MBE/WBE Utilization Plan shall not conclusively establish the Contractors right to full MBE/WBE credit for that firms participation in the contract. Once an MBE or WBE is determined to be eligible in accordance with these rules, the total dollar value of the work awarded to the MBE or WBE may be counted toward the MBE or WBE goal except as indicated below:

B. The Chief Procurement Officer reserves the right to deny or limit MBE/WBE credit to the Contractor where any MBE or WBE is found to be engaged in substantial subcontracting or pass-through activities with others. A Contractor may count toward its MBE and WBE goals only expenditures to firms that perform a commercially useful function. A firm is considered to perform a commercially useful function when it is responsible for the performance of a clearly defined and distinct element of work and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To determine whether a firm is performing a commercially useful function, the Chief Procurement Officer shall evaluate the amount of work subcontracted, industry practices, and other relevant factors. The amount of MBE/WBE participation credit shall be based upon an analysis by the Chief Procurement Officer of the specific duties that will be performed by the MBE or WBE. Each MBE/WBE shall be expected to actually perform a substantial (i.e., more than eighty-five percent (85%)) of the work contemplated for it by any subcontract or agreement through the use of its own employees and equipment.

Requested information may include, without limitation: (1) specific information concerning brokers fees and/or commissions; (2) intended sub-suppliers or other sources of goods and/or services; and (3) specific financial or other risks to be assumed by the MBE/WBE.

C. MBEs and WBEs who have been certified as "brokers" shall no longer be considered eligible to participate for any consideration of MBE or WBE credit on contracts awarded by the City in 1993 and thereafter, until further notice.

D. A Joint Venture may count toward its MBE or WBE goal the dollar value of the actual work performed by the MBE and/or WBE joint venture partner with its own resources.

The Chief Procurement Officer reserves the right to disallow MBE and/or WBE goal credit for all or any portion of work performed by an MBE or a WBE joint venturer based on evaluations of non-compliance with these Special Conditions or any other City, State and/or Federal regulation.

V. Regulations Governing Reduction or Waiver of MBE/WBE Goals

The following Regulations set forth the standards to be used in determining whether or not a reduction or waiver of the MBE/WBE commitment goals identified on a Task Order Request is appropriate.

1. If a Task Order Proposer determines that it is unable to meet the MBE and/or WBE goal percentage identified on the Task Order Request, a written request for the MBE and/or WBE percentage reduction or a full waiver of the MBE/WBE goal must be included in the Task Order Proposal.

2. The Task Order Proposer's written request for reduction or waiver from the commitment must be in the form of a signed petition for grant of relief from the MBE/WBE percentages submitted on the Task Order Proposer letterhead, and must demonstrate that all required efforts as set forth in this document were taken to secure the services of certified Minority and Women Business Enterprises to meet the commitments. The Chief Procurement Officer or her designee shall determine whether the request for the reduction or waiver will be granted.

3. **Task Order Proposer will be considered responsive to the terms and conditions of these Regulations if a written request and all supporting documentation that adequately addresses the conditions for a reduction or waiver of MBE/WBE goals is submitted with each Task Order Proposal.** Failure to submit documentation sufficient to support the waiver request will cause the Task Order Proposal to be found non-responsive by the Chief Procurement Officer, and the Task Order Proposal will be rejected. In such cases the remedies to be taken by the Chief Procurement Officer, in her sole discretion, may include, but are not limited to, negotiating with the next Task Order Proposer or re-soliciting the Task Order Request. All Task Order Proposers are required to submit all required documents with each Task Order Proposal in order to expedite the approval process and issue a notice to proceed.

A. Conditions for a Reduction or Waiver of MBE/WBE Goals

Each of the following elements must be present in the Task Order Proposer's written request for reduction or waiver of MBE and or WBE goal in order for the Chief Procurement Officer to review and determine whether or not such a reduction or waiver is appropriate.

1. The Task Order Proposer has documented the unsuccessful solicitation of certified MBE/WBE subcontractor(s)/subconsultant(s) of at least 50% (or at least five when there are more than eleven certified firms in the commodity area) of the appropriate certified MBE/WBE firms to perform any direct services identified or related to in the Task Order Request. Direct participation involves subcontracting a portion of the services specifically required in the Task Order Request. Documentation must include but is not necessarily limited to:

a. A detailed statement of efforts to identify and select portions of services identified in the Task Order Proposal for subcontracting to certified MBE/WBE firms;

b. A listing of all MBE/WBE firms contacted by the Task Order Proposer that includes:

(1) Names, address and telephone numbers of MBE/WBE firms solicited;
(2) Date and time of contact;
(3) Method of contact (written or facsimile). A copy of the certified written correspondence and/or a confirmed facsimile transmittal receipt must be attached.

c. Copies of certified letters or any other evidence of mailing that substantiates outreach to MBE/WBE vendors that must include:

(1) Project identification and location;
(2) Classification/commodity of services or work items for which quotations were sought;
(3) Date, item and location for acceptance of subcontractor/subconsultant bid proposals;

(4) Detailed statement which summarizes direct negotiations with appropriate MBE/WBE firms for specific portion of the services or work and indicates why negotiations were unsuccessful;

(5) Affirmation that good faith efforts have been demonstrated by choosing subcontracting opportunities likely to achieve MBE/WBE goals by not imposing any limiting conditions which were not mandatory for all subcontractor(s)/ subconsultant(s); or denying the benefits ordinarily conferred on MBE/WBE subcontractors for the type of services or work that was solicited.

OR

2. Subcontractor/Subconsultant participation will be deemed excessively costly when the MBE/WBE subcontractor/subconsultant proposal exceeds the average price quoted by more than twenty percent (20%). In order to establish that a subcontracts quote is excessively costly, the Task Order Proposer must provide the following information:

a. A detailed statement of the scope of services or work identified for MBE/WBE participation for which the Task Order Proposer asserts the MBE/WBE quote(s) were excessively costly (in excess of 20% or higher).

(1) A listing of all potential subcontractor(s)/subconsultant(s) contacted for a quotation on that scope of services or work item;

(2) Prices quoted for the subcontract in question by all such potential subcontractor(s)/subconsultant(s) for that scope of services or work item.

b. Other documentation which demonstrates to the satisfaction of the Chief Procurement Officer that the MBE/WBE proposals are excessively costly, even though not in excess of 20% higher than the average price quoted. This determination will be based on factors that include, but are not limited to the following:

(1) The Citys estimate for the work under a specific subcontract;

(2) The Task Order Proposers own estimate for the work under the subcontract;

(3) An average of the bona fide prices quoted for the subcontract;

(4) Demonstrated increase in other contract costs as a result of subcontracting to the M/WBE or other firm.

B. Assist Agency Participation

Every MBE and or WBE waiver and/or reduction request must include evidence that the Task Order Proposer has provided timely notice of the need for subcontractor(s)/subconsultant(s) to an appropriate association/assist agency representative of the MBE/WBE business community shown in Attachment A.

The notice requirement of this Section will be satisfied if a Task Order Proposer contacts at least one of the associations shown on Attachment A. When a Task Order Proposer seeks a waiver or reduction in the utilization of MBE/WBE goals, Attachment B provides the letter format a Task Order Proposer may use. If deemed appropriate, the Chief Procurement Officer or Executive Director may contact the assist agency for verification of notification.

C. Impracticability

1. If the Chief Procurement Officer determines that a lesser MBE and/or WBE percentage standard is appropriate with respect to a particular Task Order Request prior to the solicitation, the Task Order Request shall include a statement of such revised standard.

2. The MBE/WBE goal requirements set forth in these Regulations shall not apply where the Chief Procurement Officer determines prior to the issuance of a Task Order Request solicitation that MBE/WBE subcontractor/subconsultant participation is impracticable

This may occur whenever the Chief Procurement Officer determines that for reasons of time, need, industry practices or standards not previously known to the Procurement Department administrator, or such other extreme circumstances as may be deemed appropriate, such a Waiver is in the best interests of the City. This determination may be made by the Chief Procurement Officer prior to solicitation in connection with a particular Task Order Request.

VI. Procedure to Determine MBE/WBE Compliance

A. Schedule B: MBE/WBE Affidavit of Joint Venture

Where the Proposer includes the participation of any MBE or WBE as a joint venture partner, the Proposer must submit with its proposal at the Request for Qualification ("RFQ") stage, a Schedule B and the proposed joint venture agreement. These documents must clearly evidence that the MBE or WBE joint venture partner will be responsible for a clearly defined portion of the work to be performed, and that the MBE's or WBE's responsibilities and risks are proportionate to its ownership percentage. The proposed joint venture agreement must include specific details related to:

1. The parties' contributions of capital, personnel and equipment and share of the costs of insurance and bonding (if required);
2. Work items to be performed by the MBE's or WBE's own forces/equipment (if needed);
3. Work items to be performed under the supervision of the MBE or WBE venture partner; and
4. The MBE's or WBE's commitment of management, supervisory and operative personnel dedicated to the performance of the Task Order Services.

B. Schedule C-3: Letter of Intent to Perform as SubContractor/Subconsultant.

The Task Order Proposer must submit with its' Task Order Proposal an executed original Schedule C-3 for each MBE and WBE included on the Schedule D-3 in response to each Task Order Request. Each Schedule C-3 must accurately detail the scope of services to be performed by the MBE or WBE and the agreed rates and prices to be paid.

C. Schedule D-3: Compliance Plan Regarding MBE and WBE Utilization

The Task Order Proposer must submit with its' Task Order Proposal a completed Schedule D-3 in response to each Task Order Request. An approved Compliance Plan is a condition precedent to commencement of an approval of each Task Order.

Except in cases where the Task Order Proposer has submitted a request for a complete waiver of or variance from the MBE/WBE commitment in accordance with Section V. above, the Compliance Plan must commit to the utilization of each listed MBE and WBE. The Task Order Proposer is responsible for calculating the dollar equivalent of the MBE and WBE Task Order goals identified in each Task Order Request, as percentages of the total proposed dollar value of the Task Order Proposal. All Compliance Plan commitments must conform to the Schedule C-3s.

D. Letters of Certification.

A copy of each proposed MBE's and WBE's current Letter of Certification from the City of Chicago must be submitted with each Task Order Proposal in response to a Task Order Request.

A Letter of Certification includes a statement of the MBE's or WBE's area(s) of specialty. The MBE's or WBE's scope of services as detailed in the Schedule C-3 must conform to its area(s) of specialty. Where an MBE or WBE is proposed to perform services not covered by its Letter of

Certification, the MBE or WBE must request the addition of a new area at least 30 calendar days prior to the Task Order Proposal submittal date.

VII. Reporting Requirements during the Term of the Contract

A. After each Task Order has been completed, the Task Order Proposer must submit a MBE/WBE Utilization Report for that specific Task Order project.

B. "MBE/WBE Utilization Reports" are to be submitted directlyto: Office of Compliance, ATTN: Supplier Diversity Program, 333 State Street, Suite 320, Chicago, IL 60604

C. The Executive Director shall be entitled to examine, on five (5) business days prior notice, the Contractors books and records including without limitation payroll records, tax returns and records, and books of account, to determine whether the Contractor is in compliance with its commitment to MBE/WBE participation and the status of any MBE or WBE performing any portion of the contract. Such rights are in addition to any other audit inspection rights contained in the contract.

VIII. MBE/WBE Substitutions

Changes by the Task Order Proposer of the commitments earlier certified in the Schedule D-3 are prohibited. In some cases, however, it may become necessary to substitute a new MBE or WBE in order to actually fulfill the MBE/WBE requirements.

The Task Order Proposer must notify the Chief Procurement Officer immediately in writing of the necessity to reduce or terminate an MBE/WBE subcontract and to utilize a substitute firm for some phase of services. The Task Order Proposer's notification should include the reason for the substitution request, as well as, the name, address and principal official of the substitute MBE/WBE and the dollar value and scope of work of the subcontract. Attached should be all the requisite MBE/WBE affidavits and documents, as enumerated above in Section VI above, "Procedure to Determine Bid Compliance."

The City will not approve extra payment for escalated costs incurred by the Task Order Proposer when a substitution of Subcontractor(s)/Subconsultant(s) becomes necessary for the Task Order Proposer in order to comply with MBE/WBE contract requirements.

After a Notice to Proceed has been issued, no relief of the MBE/WBE requirements will be granted by the City except in exceptional circumstances. Requests for complete or partial waiver of the MBE/WBE requirements identified in each Task Order Request must be made in writing, stating all details of the request, the circumstances, and any additional relevant information. The request must be accompanied by a record of all efforts taken by the Contractor to locate specific firms, solicit MBE/WBE bids, seek assistance from technical assistance agencies, etc., as outlined above in the section V. above, entitled "Regulations Governing Reductions To or Waiver of MBE/WBE Goals".

IX. Non-Compliance and Damages

The following constitutes a material breach of this Contract and shall entitle the City to declare a default, terminate the contract and exercise those remedies provided for in the contract, at law or in equity:

(1) Failure to satisfy the MBE/WBE percentages required by the Contract; and

(2) The Contractor, Subcontractor or Subconsultant is disqualified as an MBE or WBE, when such status was a factor in Contract award, and was misrepresented by the Task Order Proposer.

In the event that the Task Order Proposer is determined not to have been involved in any misrepresentation of the status of the disqualified Subontractor/Subconsultant, the Task Order Proposer shall seek to discharge the disqualified Subcontractor/Subconsultant, upon proper notification to the Chief Procurement Officer and/or Executive Director and make every effort to identify and engage a qualified MBE or WBE as its replacement. Furthermore, continued eligibility to enter into future contracting arrangements with the City may be jeopardized as a result of non-compliance. Payments due to the Contractor may be withheld until corrective action is taken by the Contractor/Consultant and approved by the Chief Procurement Officer.

X. Arbitration

A. In the event that a Contractor has not complied with the committed MBE/WBE percentages, underutilization of MBEs/WBEs shall entitle the affected MBE/WBE to recover from the Contractor damages suffered by such MBE/WB Eentity as a result of being underutilized; provided, however, that this provision shall not apply to the extent such underutilization occurs pursuant to a waiver or substitution approved by the City. The Ordinance and contracts subject thereto provide that any disputes between the Contractor and such affected MBEs/WBEs regarding damages shall be resolved by binding arbitration before an independent arbitrator other than the City, with reasonable expenses, including attorneys fees, being recoverable by a prevailing MBE/WBE in accordance with these regulations. This provision is intended for the benefit of any MBE/WBE affected by underutilization and grants such MBE/WBE entity specific third party beneficiary rights. Any rights conferred by this regulation are non-waivable and take precedence over any agreement to the contrary, including but not limited to those contained in a subcontract, suborder, or communicated orally between a Contractor and an MBE/WBE.

B. An MBE/WBE desiring to arbitrate shall contact the Contractor in writing to initiate the arbitrative process. Except as otherwise agreed to in writing by the affected parties subject to the limitation contained in the last sentence of the previous paragraph, Section X. A. above, within ten (10) days of the Contractor receiving notification of the intent to arbitrate from the MBE/WBE the above-described disputes shall be arbitrated in accordance with the Commercial Arbitration Rules of the American Arbitration Association ("AAA"), a not-for-profit agency, with an office at 225 North Michigan Avenue, Suite 2527, Chicago, Illinois 60601-7601 [Phone: (312) 616-6560; Fax: (312) 819-0404]. All such arbitrations shall be initiated by the MBE/WBE filing a demand for arbitration with the AAA; shall be conducted by the AAA; and held in Chicago, Illinois.

C. All fees of the arbitrator are the initial responsibility of the MBE/WBE; provided, however, that the arbitrator is authorized to award reasonable expenses, including attorneys and arbitrator fees, as damages to a prevailing MBE/WBE.

D. The MBE/WBE must send the City a copy of the "Demand for Arbitration" within ten (10) days after it is filed with the AAA. The MBE/WBE also must send the City a copy of the decision of the arbitrator within ten (10) days of receiving such decision. Judgment upon the award rendered by the arbitrator may be entered in any court of competent jurisdiction.

XI. Penalty for Failure to Meet MBE/WBE Commitments

In accordance with Article IV Section 2-92-445 of the Municipal Code of Chicago, in the event a Contractor fails to meet its overall MBE/WBE commitment on a specific contract, a penalty may be assessed.

XII. Record Keeping

The Contractor shall maintain records of all relevant data with respect to the utilization of MBEs/WBEs, retaining these records for a period of at least three years after final acceptance of the work. Full access to these records shall be granted to the City of Chicago, Federal or State authorities in this project, the U.S. Department of Justice, or any duly authorized representatives thereof.

XIII. Information Sources

Small business guaranteed loans; surety bond guarantees; 8 (a) certification:

U.S. Small Business Administration Program
500 W. Madison Street, Suite 1250
Chicago, Illinois 60661

General Information
(312) 353-4528

S.B.A. - Bond Guarantee Surety Bonds
500 West Madison, Suite 1250
Chicago, Illinois 60661
Attention: Carole Harris
(312) 353-4003

S.B.A. - Procurement Assistance
500 West Madison, Suite 1250
Chicago, Illinois 60661
Attention: Robert P. Murphy, Area Regional Administrator
(312) 353-7381

Project Information and General MBE/WBE Information:
City of Chicago
Department of Procurement Services
Contract Administration Division
City Hall - Room 403
Chicago, Illinois 60602
Attention: Monica Jimenez
(312) 744-0845

Directory of Certified Disadvantaged, Minority and Women Business Enterprises:

City of Chicago
Office of Compliance
ATTN: Supplier Diversity Program
333 State Street, Suite 320
Chicago, IL 60604

General Information, Department of Procurement Services: www.cityofchicago.org

General Information, Department of Procurement Services: www.cityofchicago.org/procurement

Information on MBE/WBE availability in the manufacturing, sales or supplies and related fields (direct assistance from 42 regional affiliates located throughout the U.S.):

National Minority Suppliers Development Council, Inc.
1040 Avenue of the Americas, 2nd floor
New York, New York 10018
Attention: Harriet R. Michel
(212) 944-2430

Chicago Minority Business Development Council
1 East Wacker Drive
Suite 1200
Chicago, Illinois 60601
Attention: Tracye Smith, Executive Director
Phone#:(312)755-8880
Fax #: (312) 755-8890

ATTACHMENT A – ASSIST AGENCY

Alliance of Business Leaders & Entrepreneurs (ABLE)
150 N. Michigan Ave. Suite 2800
Chicago, IL 60601
Phone: (312) 624-7733
Fax: (312) 624-7734
Web: www.ablechicago.com

Alliance of Minority and Female Contractors
c/o Federation of Women Contractors
5650 S. Archer Avenue
Chicago, IL 60638
Phone: (312) 360-1122
Fax: (312) 360-0239

American Brotherhood of Contractors Business Development Center
11509 S. Elizabeth
Chicago, IL 60643
Phone: (773) 928-2225
Fax: (773)928-2209
Web: www.american-brotherhood.org

Asian American Institute
4753 N. Broadway St. Suite 904
Chicago, IL 60640
Phone: (773) 271-0899
Fax: (773) 271-1982
Web: www.aaichicago.org

Association of Asian Construction Enterprises
333 N. Ogden Avenue
Chicago, IL 60607
Phone: (847) 525-9693
Email: nakmancorp@aol.com

Black Contractors United
400 W. 76th Street, Suite 200
Chicago, IL 60620
Phone: (773 483-4000
Fax: (773) 483-4150
Web: www.blackcontractorsunited.com

Chatham Business Association Small Business Development, Inc.
8441 S. Cottage Grove Avenue
Chicago, IL 60619
Phone: (773)994-5006
Fax: (773)994-9871
Web: www.cbaworks.org

Chicago Area Gay & Lesbian Chamber of Commerce
3656 N. Halsted
Chicago, IL 60613
Phone: (773) 303-0167
Fax: (773) 303-0168
Web: www.glchamber.org

Chicago Minority Supplier Development Council, Inc.
105 W. Adams, Suite 2300
Chicago, IL 60603-6233
Phone: (312) 755-8880
Fax: (312) 755-8890
Web: www.chicagomsdc.org

Chicago Urban League
4510 S. Michigan Ave.
Chicago, IL 60653
Phone: (773) 285-5800
Fax: (773) 285-7772
Web: www.cul-chicago.org

Cosmopolitan Chamber of Commerce
203 N. Wabash, Suite 518
Chicago, IL 60601
Phone: (312) 499-0611
Fax: (312) 332-2688
Web: www.cosmochamber.org

Federation of Women Contractors
5650 S. Archer Avenue
Chicago, IL 60638
Phone: (312) 360-1122
Fax: (312) 360-0239
Web: www.fwcchicago.com

Hispanic American Construction Industry Association (HACIA)
901 West Jackson Boulevard, Suite 205
Chicago, IL 60607
Phone: (312) 666-5910
Fax: (312) 666-5692
Web: www.haciaworks.org

Illinois Hispanic Chamber of Commerce
855 W. Adams, Suite 100
Chicago, IL 60607
Phone: (312) 425-9500
Fax: (312) 425-9510
Web: www.ihccbusiness.net

Latin American Chamber of Commerce
3512 West Fullerton Avenue
Chicago, IL 60647
Phone: (773) 252-5211
Fax: (773) 252-7065
Web: www.latinamericanchamberofcommerce.com

National Association of Women Business Owners
Chicago Chapter
230 E. Ohio, Suite 400
Chicago, IL 60611
Phone: (312) 224-2605
Fax: (312) 6448557
Web: www.nawbochicago.org

Rainbow/PUSH Coalition
International Trade Bureau
930 E. 50th Street
Chicago, IL 60615
Phone: (773) 256-2781
Fax: (773) 373-4104
Web: www.rainbowpush.org

Suburban Minority Contractors Association
1250 Grove Ave. Suite 200
Barrington, IL 60010
Phone: (847) 852-5010
Fax: (847) 382-1787
Web: www.suburbanblackcontractors.org

Uptown Center Hull House
4520 N. Beacon Street
Chicago, IL 60640
Phone: (773) 561-3500
Fax: (773) 561-3507
Web: www.hullhouse.org

Women Construction Owners & Executives (WCOE)
Chicago Caucus
308 Circle Avenue
Forest Park, IL 60130
Phone: (708) 366-1250
Fax: (708) 366-5418
Web: www.wcoeusa.org

Women's Business Development Center
8 South Michigan Ave., Suite 400
Chicago, IL 60603
Phone: (312) 853-3477
Fax: (312) 853-0145
Web: www.wbdc.org

Chicago Women in Trades (CWIT)
4425 S. Western Blvd.
Chicago, IL 60609-3032
Phone: (773) 376-1450
Fax: (312) 942-0802
Web: www.chicagowomenintrades.org

Coalition for United Community Labor Force
1253 W. 63rd Street
Chic-go, IL 60636
Phone: (773) 863-0283

Englewood Black Chamber of Commerce
P.O. Box 21453
Chicago, IL 60621

South Shore Chamber, Incorporated
Black United Funds Bldg.
1813 E. 71st Street
Chicago, IL 60649-2000
Phone: (773) 955- 9508

United Neighborhood Organization (UNO)
954 W. Washington Blvd., 3rd Floor
Chicago, IL 60607
Phone: (312) 432-6301
Fax: (312) 432-0077
Web: www.uno-online.org

ATTACHMENT B
(On Bidder/Respondent's Letterhead)

RETURN RECEIPT REQUESTED

(Date)

Re: Specification _____
Description: _____

(Assist Agency Name and Address)

Dear_____:

(Bidder/Respondent)_____intends to submit a bid/proposal in response to the above referenced specification with the City of Chicago. Bids are due _____advertised specification with the City of Chicago.

The following areas have been identified for subcontracting opportunities on both a direct and indirect basis:

_____
_____
_____

Our efforts to identify potential subcontractors have not been successful in order to meet the Disadvantaged/Minority/Women Business Enterprise contract goal. **Due to the inability to identify an appropriate DBE/MBE/WBE firm certified by the City of Chicago to participate as a subcontractor or joint venture partner, a request for the waiver of the contract goals will be submitted.** If you are aware of such a firm, please contact

_____at _____
Name of Company Representative Address/phone

within (10) ten working days of receipt of this letter.

Under the City of Chicago's MBE/WBE/DBE Ordinance, your agency is entitled to comment upon this waiver request to the City of Chicago. Written comments may be directed within fifteen (15) working days of your receipt of this letter to:

Monica Cardenas, Deputy Procurement Officer
Department of Procurement Services
City of Chicago
121 North La Salle Street, Room 403
Chicago, Illinois 60602

If you wish to discuss this matter, please contact the undersigned at_____.

Sincerely,

_____

B. Specify MBE/WBE percentages for each of the following (provide narrative descriptions and other detail as applicable):

1. Profit and loss sharing: _____

2. Capital contributions:
   (a) Dollar amounts of initial contribution: _____
   _____

   (b) Dollar amounts of anticipated on-going contributions: _____

3. Contributions of equipment (Specify types, quality and quantities of equipment to be provided by each venturer): _____
_____
_____
_____

4. Other applicable ownership interests, including ownership options or other agreements which restrict or limit ownership and/or control: _____
_____
_____
_____

5. Provide copies of <u>all</u> written agreements between venturers concerning this project.

6. Identify each current City of Chicago contract (and each contract completed during the past two (2) years) by a joint venture of two or more firms participating in this joint venture:
_____
_____
_____
_____

VII. Control of and Participation in the Joint Venture. Identify by name and firm those individuals who are, or will be, responsible for, and have the authority to engage in the following management functions and policy decisions. (Indicate any limitations to their authority such as dollar limits and co-signatory requirements.):

A. Joint venture check signing:
_____
_____
_____
_____

B. Authority to enter contracts on behalf of the joint venture:
_____
_____
_____
_____

C. Signing, co-signing and/or collateralizing loans:
_____

D. Acquisition of lines of credit:

E. Acquisition and indemnification of payment and performance bonds:

F. Negotiating and signing labor agreements:

G. Management of contract performance. (Identify by name and firm only):

1. Supervision of field operations:

2. Major purchases:

3. Estimating:

4. Engineering:

VIII. Financial Controls of joint venture:

A. Which firm and/or individual will be responsible for keeping the books of account?

B. Identify the "managing partner," if any, and describe the means and measure of their compensation:

C. What authority does each venturer have to commit or obligate the other to insurance and bonding companies, financing institutions, suppliers, subcontractors, and/or other parties participating in the performance of this contract or the work of this project?

IX. State the approximate number of operative personnel (by trade) needed to perform the joint venture's work under this contract. Indicate whether they will be employees of the non-MBE/WBE firm, the MBE/WBE firm, or the joint venture.

Trade	Non-MBE/WBE Firm (Number)	MBE/WBE (Number)	Joint Venture (Number)

If any personnel proposed for this project will be employees of the joint venture:

A. Are any proposed joint venture employees currently employed by either venturer?
Currently employed by non-MBE/WBE (number) ____ Employed by MBE/WBE ____

B. Identify by name and firm the individual who will be responsible for hiring joint venture employees:

_____

C. Which venturer will be responsible for the preparation of joint venture payrolls:

_____

X. Please state any material facts of additional information pertinent to the control and structure of this joint venture.

_____

The undersigned affirms that the foregoing statements are correct and include all material information necessary to identify and explain the terms and operations of our joint venture and the intended participation of each venturer in the undertaking. Further, the undersigned covenant and agree to provide to the City current, complete and accurate information regarding actual joint venture work and the payment therefore, and any proposed changes in any provision of the joint venture agreement, and to permit the audit and examination of the books, records and files of the joint venture, or those of each venturer relevant to the joint venture by authorized representatives of the City or the Federal funding agency.

Any material misrepresentation will be grounds for terminating any contract which may be awarded and for initiating action under federal or state laws concerning false statements.

Note: If, after filing this Schedule B and before the completion on the joint venture's work on the project, there is any change in the information submitted, the joint venture must inform the City of Chicago, either directly or through the prime contractor if the joint venture is a subcontractor.

_____
Name of MBE/WBE Partner Firm

_____
Signature of Affiant

_____
Name and Title of Affiant

_____
Date

On this _____ day of _____ , 20 ____ , the above-signed officers

_____,
(names of affiants)

personally appeared and, known to me be the persons described in the foregoing Affidavit, acknowledged that they executed the same in the capacity therein stated and for the purpose therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

_____
Signature of Notary Public

My Commission Expires: _____

(SEAL)

SCHEDULE C-3
MBE/WBE Letter of Intent to Perform as Subcontractor/Subconsultant or Supplier
Task Order Contracts

Project Name: _____
Contract Number: _____ Release Number: _____

From:_____
(Name of MBE or WBE Firm)

To:_____ and the City of Chicago:
(Name of Prime Contractor)

The MBE/WBE status of the undersigned is confirmed by the attached Certification Letter from the City of Chicago, effective,

_____ to _____

The undersigned is prepared to provide the following services or supply the following goods in connection with the named project/contract:

_____

_____

The above described services is being offered for the following price and described terms of payment:

_____

_____

SUB-SUBCONTRACTING LEVELS

_____ % of the dollar value of the MBE or WBE subcontract that will be subcontracted to a non-MBE or WBE firm(s).
_____ % of the dollar value of the MBE or WBE subcontract that will be subcontracted to a MBE or WBE firm(s).

NOTICE:
If any of the MBE's or WBE's scope of work will be subcontracted, attach a brief explanation, description and pay item number of the work that will be subcontracted. A zero (0) must be shown in each blank if the MBE/WBE will not be subcontracting any of the work listed or attached to this schedule.
The undersigned will enter into a formal written agreement for the above work with you as a Prime Contractor, conditioned upon your execution of a contract with the City of Chicago, within three (3) business days of your receipt of a signed contract from the City of Chicago.
NOTICE: THIS SCHEDULE AND ATTACHMENTS REQUIRE ORIGINAL SIGNATURES.

_____
(Signature of Owner, President or Authorized Agent of MBE/WBE)

_____
Name /Title (Print)

_____
Phone

_____
Date

SCHEDULE D-3
Compliance Plan regarding MBE/WBE Utilization
Task Order Contracts

Contract#: _____ **Project #:** _____

Project Description: _____

In connection with the above captioned contract, I HEREBY DECLARE AND AFFIRM that I amthe

_____ and authorized representative of
(Title of Affiant)

_____
Name of Prime Contractor

and that I have personally reviewed the material and facts set forth in and submitted with the Schedule C-3 regarding **Minority Business Enterprise (MBE) and Women Business Enterprise (WBE)** to perform as subcontractor/subconsultant. All **MBE/WBE** firms included in this plan have been certified as such by the City of Chicago (current letter of certification attached).

I. Complete this section for each MBE/WBE participating on this Task Order.

1. Name of MBE/WBE firm: _____

Address: _____

Name of Contact Person/Title: _____

Phone Number: _____

Dollar Amount of Participation: $_____

Percentage of Participation: _____%

If indirect participation is being used, describe in detail the service that will be performed and provide detailed project information (i.e., project name, description, location, type of service and/or supplies that are being purchased. Copies of invoices, bill of sale and cancelled checks must be submitted to the Department of Procurement Services upon project completion.)

_____
_____
_____
_____

SCHEDULE D-3
Compliance Plan regarding MBE/WBE Utilization
Task Order Contracts

2. Name of MBE/WBE:_____

Address:_____

Name of Contact Person/Title:_____

Phone Number: _____

Dollar Amount of Participation: $_____

Percentage of Participation: _____%

If indirect participation is being used, describe in detail the service that will be performed and provide detailed project information (i.e., project name, description, location, type of service and/or supplies that are being purchased. Copies of invoices, bill of sale and cancelled checks must be submitted to the Department of Procurement Services upon project completion.)

_____

_____

_____

_____

3. Name of MBE/WBE:_____

Address:_____

Contact Person:_____ Phone: _____

Dollar Amount of Participation: $_____

Percentage of Participation: _____%

If indirect participation is being used, describe in detail the service that will be performed and provide detailed project information (i.e., project name, description, location, type of service and/or supplies that are being purchased. Copies of invoices, bill of sale and cancelled checks must be submitted to the Department of Procurement Services upon project completion.)

_____

_____

_____

4. Name of MBE/WBE:_____

Address:_____

SCHEDULE D-3
Compliance Plan regarding MBE/WBE Utilization
Task Order Contracts

Contact Person:_____ Phone: _____

Dollar Amount of Participation: $_____

Percentage of Participation: _____%

If indirect participation is being used, describe in detail the service that will be performed and provide detailed project information (i.e., project name, description, location, type of service and/or supplies that are being purchased. Copies of invoices, bill of sale and cancelled checks must be submitted to the Department of Procurement Services upon project completion.)

_____
_____
_____
_____

5. Attach additional sheets as needed.

II. **Summary of Direct MBE/WBE Proposal:**

1. MBE Direct Participation

Name of MBE firm	Dollar Amount	Percent
_____	$_____	_____%
_____	$_____	_____%
_____	$_____	_____%
Total MBE Direct Participation	$_____	_____%

2. WBE Direct Participation

Name of WBE firm	Dollar Amount	Percent
_____	$_____	_____%
_____	$_____	_____%
_____	$_____	_____%
Total WBE Direct Participation	$_____	_____%

SCHEDULE B: Affidavit of Joint Venture (MBE/WBE)

This form need not be submitted if all joint venturers are MBEs and/or WBEs. In such a case, however, a written joint venture agreement among the MBE and WBE venturers must be submitted. In all proposed joint ventures, each MBE and/or WBE venturer must submit a copy of their current Letter of Certification.

All Information Requested by this Schedule must Be Answered in the Spaces Provided. Do Not Refer to Your Joint Venture Agreement Except to Expand on Answers Provided on this Form. If Additional Space Is Required, Additional Sheets May Be Attached.

I. Name of joint venture: _____
Address of joint venture: _____
_____
Phone number of joint venture: _____

II. Identify each non-MBE/WBE venturer(s):
Name of Firm: _____
_____
Address: _____
Phone: _____
Contact person for matters concerning MBE/WBE compliance: _____

III. Identify each MBE/WBE venturer(s):
Name of Firm: _____
Address: _____
Phone: _____
Contact person for matters concerning MBE/WBE compliance: _____
_____

IV. Describe the role(s) of the MBE and/or WBE venturer(s) in the joint venture: _____
_____
_____
_____
_____

V. Attach a copy of the joint venture agreement. In order to demonstrate the MBE and/or WBE venturer's share in the ownership, control, management responsibilities, risks and profits of the joint venture, the proposed joint venture agreement must include specific details related to: (1) the contributions of capital and equipment; (2) work items to be performed by the MBE/WBE's own forces; (3) work items to be performed under the supervision of the MBE/WBE venturer; and (4) the commitment of management, supervisory and operative personnel employed by the MBE/WBE to be dedicated to the performance of the project.

VI. Ownership of the Joint Venture.
A. What are the percentage(s) of MBE/WBE ownership of the joint venture?
MBE/WBE ownership percentage(s) _____
Non-MBE/WBE ownership percentage(s) _____

SCHEDULE D-3
Compliance Plan regarding MBE/WBE Utilization
Task Order Contracts

III. **Summary of Indirect MBE/WBE Proposal:**

1. **MBE Indirect Participation**

Name of MBE firm	Dollar Amount	Percent
_____	$_____	_____%
_____	$_____	_____%
_____	$_____	_____%
Total MBE Indirect Participation	$_____	_____%

2. **WBE Indirect Participation**

Name of WBE firm	Dollar Amount	Percent
_____	$_____	_____%
_____	$_____	_____%
_____	$_____	_____%
Total WBE Indirect Participation	$_____	_____%

To the best of my knowledge, information and belief, the facts and representations contained in this Schedule are true, and no material facts have been omitted.

The contractor designates the following person as theirMBE/WBE Liaison Officer:

Name _____Phone Number:_____

I do solemnly declare and affirm under penalties of perjury that the contents of the foregoing document are true and correct, and that I am authorized, on behalf of the contractor, to make this affidavit.

_____
Signature of Affiant (Date)

State of _____
County of _____

This instrument was acknowledged before me on_____(date)
by_____(name /s of person/s)
as_____(type of authority, e.g., officer, trustee, etc.)
of _____(name of party on behalf of whom instrument was executed).

(Seal)

_____
Signature of Notary Public

EXHIBIT 4

ONLINE ECONOMIC DISCLOSURE STATEMENT AND AFFIDAVIT CERTIFICATE OF FILING

Complete the online Economic Disclosure Statement (EDS) which includes a Disclosure of Retained Parties. Please submit an electronically signed, one page EDS Certificate of Filing which validates that the EDS has been filed. Additionally, the Municipal Code of Chicago requires the disclosure of Familial Relationships with Elected City Officials and Department Heads. The web address to submit your EDS is: **https://webapps.cityofchicago.org/EDSWeb**

CERTIFICATE OF FILING FOR

CITY OF CHICAGO ECONOMIC DISCLOSURE STATEMENT

EDS Number: 21298
Certificate Printed on: 04/06/2011

Date of This Filing:04/06/2011 10:27 AM
Original Filing Date:04/06/2011 10:27 AM

Disclosing Party: System Development Integration, LLC
Filed by: Linda Petty

Title:Secretary/General Counsel

Matter: Pre-Qualified Consultant Pool Agreement for Information Technology and Related Services
Applicant: System Development Integration, LLC
Specification #: 66760
Contract #: 23004

The Economic Disclosure Statement referenced above has been electronically filed with the City. Please provide a copy of this Certificate of Filing to your city contact with other required documents pertaining to the Matter. For additional guidance as to when to provide this Certificate and other required documents, please follow instructions provided to you about the Matter or consult with your City contact.

A copy of the EDS may be viewed and printed by visiting https://webapps.cityofchicago.org/EDSWeb and entering the EDS number into the EDS Search. Prior to contract award, the filing is accessible online only to the disclosing party and the City, but is still subject to the Illinois Freedom of Information Act. The filing is visible online to the public after contract award.

EXHIBIT 5
LIST OF KEY PERSONNEL

Category 2: GIS APPLICATION DEVELOPMENT, SUPPORT AND ONGOING MAINTENANCE
Category 3: ON-SITE & REMOTE DATABASE SUPPORT AND ONGOING MAINTENANCE
Categroy 4: IT INFRASTRUCTURE DESIGN
Category 5: MANAGEMENT CONSULTING

SYSTEM DEVELOPMENT INTEGRATION, LLC

For each Key Personnel committed to this project provide information below as requested per Section 3.03.

1. Name: David Gupta
Title: President/CEO
Role: Account Manager

2. Name: Mark Raffel
Title: Senior Vice President
Role: Account Manager

3. Name:
Title:
Role:

4. Name:
Title:
Role:

EXHIBIT 6
CONTRACTUAL REQUIREMENTS RELATED TO HIPAA

The terms below that are capitalized and in bold have the same meanings as set forth in the Health Insurance Portability and Accountability Act. *See* 45 CFR parts 160 and 164.

1. Consultant must not use or further disclose Protected Health Information ("PHI") other than as permitted or required by this Agreement or as Required by Law. (http://www.hhs.gov/ocr/hipaa/)
2. Consultant must use appropriate safeguards to prevent the use or disclosure of PHI other than as provided for in this Agreement.
3. Consultant must mitigate to the extent practicable any harmful effect that is known to Consultant of a use or disclosure of PHI by Consultant in violation of the requirements of this Agreement.
4. Consultant must report any use or disclosure of the PHI not provided for by this Agreement to the City.
5. Consultant must ensure that any agent, including a subcontractor, to whom it provides PHI received from, or created or received by Consultant on behalf of the City agrees to the same restrictions and conditions that apply through this Agreement to Consultant with respect to such information.
6. If the Consultant has PHI in a Designated Record Set then Consultant must provide access, at the request of the City, and in the time and manner designated by the City, to PHI in a Designated Record Set, to City or, as directed by City, to an Individual in order to meet the requirements under 45 CFR 164.524.
7. If the Consultant has PHI in a Designated Record Set then Consultant must make any amendments to PHI in a Designated Record Set that the City directs or agrees to pursuant to 45 CFR 164.526 at the request of City or an Individual, and in the time and manner designated by City.
8. Consultant must make internal practices, books and records relating to the use and disclosure of PHI received from, or created or received by Consultant on behalf of, City available to the City, or at the request of the City to the Secretary, in a time and manner designated by the City or the Secretary, for purposes of the Secretary determining City's compliance with the Privacy Rule.
9. Consultant must document the disclosure of PHI and information relating to such disclosures as would be required for City to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR 164.528.
10. Consultant must provide to City or an Individual, in time and manner designated by City, information collected which relates to the disclosure of PHI, to permit City to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR 164.528.
11. Consultant must either return all PHI to the City or destroy it, at the City's option, upon termination or expiration of this Agreement.
12. Consultant must implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the electronic health information that it creates, receives, maintains, or transmits on behalf of the City as required by 45 CFR part 164.
13. Consultant must ensure that any agent, including a subcontractor, to whom it provides such information agrees to implement reasonable and appropriate safeguards to protect it.
14. Consultant must report to the City any security incident of which it becomes aware.

Specification No. 66760

Purchase Order No. 23004

ACKNOWLEDGMENT

Consultant, System Development.Integration, LLC, acknowledges, accepts and agrees that P.O. No. 23004 (the "Contract") is modified in the manner specified below. The following Contract changes are incorporated into the Contract as if fully set forth in the body of the Contract.

1. The current Proprietary Rights of Indemnification language as identified in Article 9 Section 9.02(B) of the Master Consultant Agreement is stricken, and is replaced by the following provision:

Section 9.02(B) Proprietary Rights of Indemnification

1. The Consultant will indemnify, defend and hold completely harmless the City Indemnitees from and against any Losses relating to or arising out of infringement or alleged infringement by any part of the Consultant's Deliverables of any patent or copyright or other proprietary rights, provided however, that this indemnification provision will (i) not apply to an infringement or alleged infringement caused by any modification or alteration of the Consultant's Deliverables not approved by Consultant, if, but only to the extent that, the infringement would not have occurred but for such modification or alteration.

2. Promptly after the Consultant receives written notice of any claim, action, suit or proceeding which is subject to indemnification under this Section, Consultant must: (i) notify the City that Consultant will undertake the defense thereof, and (ii) retain legal counsel reasonably satisfactory to the City to conduct the defense thereof. The Consultant and the City will cooperate with the party which undertakes the defense of such claim, action, suit or proceeding in any manner that such party reasonably requests of the other. In the event that the Consultant fails to undertake its defense or subsequently abandons its defense, the City may (but is not obligated to) defend, compromise or settle such claim, action, suit or proceeding at Consultant's expense. The Consultant will not compromise or settle any claim, action, suit or proceeding in which any relief other than the payment of money damages is sought against the City without the prior written consent of the City.

3. In the event of any claim, action, suit or proceeding, the Consultant will successfully defend such, and (i) obtain the right for the City to continue using the infringing product or proprietary property, or (ii) modify the Consultant's Deliverables at Consultant's cost to make it non-infringing, without material loss of function or utility and without a material increase in operating costs, or (iii) replace the infringing material with materials containing at least equivalent functionality as the infringing material.

2. Article 9 - Risk Management of the Master Consulting Agreement is amended to incorporate the following provision:

Section 9.03 Limitation of Liability

The City and the Consultant agree that the Consultant's liability for damages arising from this Agreement and the performance thereof shall not exceed three times the Maximum Task Order Request compensation value as established in Section 6.04 provided that, such limitation does not apply to third party claims covered by the indemnity provisions set forth above, losses of whatever nature which the City may suffer on account of Consultant's gross negligence or willful misconduct or which arise from Consultant's breach of its warranty obligations and losses of whatever nature that are covered under the insurance policy Consultant has been required to obtain under this Agreement. It shall be further agreed by City and Consultant that based on Task Order Request description and complexity, the CIO and CPO reserve the right to revise the monetary limitation placed on any Task Order Request generated. Such revised limitation will be identified in the Task Order Request.

System Development.Integration, LLC
(Consultant)

By: _____
Its: President

Attest: _____
Secretary

State of IL
County of Cook

This instrument was acknowledged before me on this 12th day of September, 20 11 by David A. Gupta as President (or other authorized officer) and Linda Petty as Secretary of SDI, LLC (Corporation Name).

(Seal) Dawn M. Dome
Notary Public Signature
Commission Expires: 08/23/12

OFFICIAL SEAL
DAWN M. DOME
Notary Public - State of Illinois
My Commission Expires Aug 23, 2012

EXHIBIT 3

Evidence of Insurance

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 05/01/2014

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

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

PRODUCER
MARSH USA
ATTN: JACKIE AMATO
540 W. MADISON
CHICAGO, IL 60661

CONTACT NAME:
PHONE (A/C, No, Ext):
FAX (A/C, No):
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A :	Federal Insurance Company	20281
INSURER B :	Great Northern Insurance Company	20303
INSURER C :	Chubb Indemnity Insurance Co	12777
INSURER D :		
INSURER E :		
INSURER F :		

INSURED
System Development Integration, LLC
Attn: Stan Stec
33 W. Monroe, Suite 400
Chicago, IL 60606

COVERAGES **CERTIFICATE NUMBER:** CHI-004909381-01 **REVISION NUMBER:** 1

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	**GENERAL LIABILITY**			3586-01-04	12/31/2012	06/04/2014	EACH OCCURRENCE	$ 1,000,000
	X COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
	CLAIMS-MADE X OCCUR						MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$ 2,000,000
	X POLICY PRO-JECT LOC							$
B	**AUTOMOBILE LIABILITY**			7353-95-56	12/31/2012	06/04/2014	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	X ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS / NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
							COMP./COLL. DED.	$ 500
A	X **UMBRELLA LIAB** X OCCUR			7982-24-68	12/31/2012	06/04/2014	EACH OCCURRENCE	$ 2,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 2,000,000
	DED RETENTION $							$
C	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N			7171-18-98	12/31/2013	06/04/2014	X WC STATU-TORY LIMITS / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? **(Mandatory in NH)** N	N / A					E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
A	PROFESSIONAL LIABILITY			3586-01-04	12/31/2012	06/04/2014	LIMIT	2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Cook County, its officials, employees and agents is/are included as additional insured with regard to general liability to the extent required by written contract. General Liability is primary and non-contributory over any existing insurance and limited to liability arising out of the operations of the named insured and where required by written contract. Waiver of subrogation is applicable where required by written contract.

CERTIFICATE HOLDER

Cook County
Office of CPO
118 N. Clark St.
Room 1018
Chicago, IL 60602

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE of Marsh USA Inc.

Manashi Mukherjee Manashi Mukherjee

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EXHIBIT 4
Cook County Board of Commissioners Authorization

RECORDER OF DEEDS

14-3546

PROPOSED CONTRACT

Department(s): Recorder of Deeds

Vendor: System Development Integration, LLC Chicago, Illinois

Request: Authorization for the Chief Procurement Officer to enter into and execute

Good(s) or Service(s): Provide technology-based consulting and project management services.

Contract Value: $375,000.00

Contract period: 8/1/2014 – 7/31/2015 with one (1) one (1) year renewal option

Potential Fiscal Year Budget Impact: FY 2014, $156,250.00; FY 2015, $218,750.00

Accounts: 570-260

Contract Number(s): 1441-13549

Concurrences:
The vendor has met the Minority and Women Owned Business Enterprises Ordinance.

The Chief Procurement Officer concurs.

The Bureau of Technology concurs.

Summary: This is a Comparable Government Procurement pursuant to Section 34-140 of Procurement Code. System Development Integration (SDI), LLC was previously awarded a contract through the City of Chicago's competitive RFQ process. SDI is a GIS application Development, Support and Management Consulting Firm.

CCRD is striving to build a prototype land record website that will display images from the County's enterprise GIS which will allow users to search for land records using a familiar address and map-based interface. The phased approach will first utilize an internal prototype website that will be used to train CCRD staff and subsequently result in a public rollout. Additionally, the firm will do a broad assessment of CCRD's IT Department.

COOK COUNTY
OFFICE OF THE CHIEF PROCUREMENT OFFICER
CERTIFICATION FOR CONSULTING OR AUDITING SERVICES

This Certification is made and required pursuant to Section 34-193 of the Procurement Code, and must be completed by any Contractor providing Consulting or Auditing Services for Cook County or Elected Officials. For purposes of this Certification, the following definitions shall apply;

"Auditing" means the formal examination of accounting records or financial statements for compliance with financial accounting standards applicable to governmental entities, which functions are generally exclusively performed or supervised by Persons licensed and authorized to do business as public accounts in the State. Auditing shall also include any independent reports and management recommendations derived or resulting from the performance of auditing services and which reports and recommendations are included within the scope of the Contract for Auditing Services.

"Consulting" means the rendering of analysis and advice requiring specialized expertise in a particular subject area or field. Such expertise may have been gained by education or experience in the area or field. Consulting expressly excludes auditing services.

"Elected Official" means the President and Commissioners of the Cook County Board, Assessor, Board of Review, Chief Judge, Clerk of the Circuit Court, County Clerk, Recorder of Deeds, Sheriff, State's Attorney, Treasurer and any other elected official included in the Cook County Appropriations Ordinance.

"County" shall mean the offices which are administered by the President of the County Board.

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 to.

SECTION 1: CONTRACTOR'S INFORMATION

COMPANY NAME: System Development Integration, LLC

ADDRESS: 33 West Monroe Street, Suite 400, Chicago, IL 60603

TELEPHONE: 312-580-7500

CONTACT NAME: Brian Diver, President

CONTACT EMAIL: bdiver@sdienteprises.com

SECTION 2: AFFILIATE INFORMATION

If the Contractor has any "Affiliates" please provide the names, addresses and telephone numbers of each Affiliate below. For purposes of this Certification "Affiliates" shall mean any Person that directly or indirectly through one or more intermediaries Controls, is Controlled by, or is under Control with the Person specified. "Control" shall mean a Person that has the power to directly or indirectly affect the management or the policies of the other through ownership of voting securities or voting rights, by contract or otherwise. "Person" means any individual, corporation, partnership, Joint Venture, trust, association, limited liability company, sole proprietorship or other legal entity.

SDI Opco Holdings, LLC 33 W. Monroe St., Ste. 400, Chicago, IL 60603 312-580-7500

SECTION 3: CONTRACT INFORMATION

a. This Certification relates to the following Contract: Contract No. 1441-13549 GIS Integration Services

b. The Contractor is providing the following type of Services: [ ] Auditing or [x] Consulting

c. The Contractor is providing the Services under the Contract for the following Cook County Business Unit or Elected Official:

Recorder of Deeds

d. Is the Contractor or its Affiliates, if any, providing Consulting or Auditing Services, either directly, or as a subcontractor to the County or Elected Official under any other Contracts? [X] Yes or [ ] No.
If yes, please state the other Contract Number(s) and the Nature of Services.

Contract No. 10-41-83 JTDC Digital Video Project

THE CONTRACTOR ACKNOWLEDGES, UNDERSTANDS AND AGREES AS FOLLOWS:

a. It has read Section 34-193 (a)-(b) of the Procurement Code, which provides as follows:

The County will not enter into any Contract for Auditing Services, nor shall it consent to a subcontract for such Auditing Services, with any Person, if such Person, or any Affiliate of such Person, has a Contract or subcontract for consulting services for or with the County. Additionally, the County will not enter into any Contract for Consulting Services, nor shall it consent to a subcontract for such Consulting Services, with any Person, if such Person, or any Affiliate of such Person, has a Contract or subcontract for Auditing Services for or with the County. For purposes of this provision, "County" shall refer only to offices which are administered by the President of the County Board and shall not refer to offices which are administered by Elected Officials.

The County shall not enter into any Contract for Consulting Services on behalf of any Elected Official, nor shall it consent to a subcontract for such Consulting Services on behalf of an Elected Official with any Person, if such Person, or any Affiliate of such Person, has a Contract or subcontract to provide Auditing Services for the Elected Official.

b. The Contractor's Services under the Contract shall not violate Section 34-193 of the Procurement Code.

c. The information provided herein is a material inducement to the CPO's execution of the Contract, and the CPO may rely on the information provided herein. The Contractor warrants that the information contained herein is true and correct. If the CPO determines that any information provided herein is false, incomplete, or incorrect, the CPO may terminate the Contract.

Signature

Brian Diver

Name (Type or Print)

President

Title

July 29, 2014

Date

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.

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)

X 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. [X] **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: Urban GIS, Inc.

Address: 150 North Michigan Avenue, Suite 2800, Chicago, IL 60601

E-mail: ks@urbangis.com

Contact Person: Keith Searles Phone: 312-291-4482

Dollar Amount Participation: $ 131,250

Percent Amount of Participation: 35% %

*Letter of Intent attached? Yes X No ____
*Letter of Certification attached? Yes X 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 <u>must</u> 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.**

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)

X 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).

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Percent Amount of Participation: 35% %

*Letter of Intent attached? Yes X No ____
*Letter of Certification attached? Yes X 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.**

M/WBE Firm: Urban GIS, Inc.

Address: 150 N. Michigan Ave., Suite 2800

City/State: Chicago, IL Zip 60607

Phone: 312-291-4482 Fax: 877-815-4450

Email: ks@urbangis.com

Certifying Agency: City of Chicago

Certification Expiration Date: 6-30-2014

FEIN #: 51-0637535

Contact Person: Keith Searles

Contract #: 1441-13549

Participation: [X] Direct [ ] Indirect

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

[X] 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:

GIS Consulting Services

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

35% of the value of the Cook County Contract 1441-13549

(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.

Keith A Searles	Brian Diver
Signature (*M/WBE*)	Signature (*Prime Bidder/Proposer*)
Keith Searles, President	Brian Diver, President
Print Name	Print Name
Urban GIS, Inc.	System Development Integration, LLC
Firm Name	Firm Name
4/21/2014	April 17, 2014
Date	Date
Subscribed and sworn before me	Subscribed and sworn before me
this 21 day of April, 20 14.	this 17th day of April, 20 14
Notary Public Danielle Mitchell	Notary Public Cecelia R. Bolden
SEAL	SEAL

OFFICIAL SEAL
DANIELLE MITCHELL
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES:10/12/16

CECELIA R BOLDEN
OFFICIAL SEAL
Notary Public, State of Illinois
My Commission Expires
November 05, 2017

M/WBE Firm: Urban GIS, Inc.

Address: 150 N. Michigan Ave., Suite 2800

City/State: Chicago, IL Zip 60607

Phone: 312-291-4482 Fax: 877-815-4450

Email: ks@urbangis.com

Certifying Agency:

Certification Expiration Date:

FEIN #:

Contact Person: Keith Searles

Contract #: 1441-13549

Participation: [X] Direct [ ] Indirect

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

[X] 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:

GIS Consulting Services

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

35% of the value of the Cook County Contract 1441-13549

(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*)

Keith Searles, President

Print Name

Urban GIS, Inc.

Firm Name

Date

Signature (*Prime Bidder/Proposer*)

Brian Diver, President

Print Name

System Development Integration, LLC

Firm Name

April 17, 2014

Date

Subscribed and sworn before me

this____day of_____, 20_____.

Notary Public_____

SEAL

Subscribed and sworn before me

this 17th day of April, 20 14

Notary Public Cecelia R. Bolden

SEAL

CECELIA R BOLDEN
OFFICIAL SEAL
Notary Public, State of Illinois
My Commission Expires
November 05, 2017

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.

DEPARTMENT OF PROCUREMENT SERVICES

CITY OF CHICAGO

Copy sent via email:
ks@urbangis.com

March 25, 2014

Keith A. Searles
Urban GIS, Inc.
1021 W. Adams St.
Suite LL4
Chicago, IL 60607

Dear Mr. Searles:

This letter is to inform you that the City of Chicago has extended your status as a **Minority Business Enterprise (MBE)** until **June 30, 2014**. We are providing this extension to allow enough time to provide any additional documentation that your application may be missing and for our office to complete our review of all of the submitted documents.

This extension does not guarantee eligibility in the program but will act as a courtesy extension until we receive all of the required documentation and complete a review of that documentation.

Please present this letter as evidence of your certification to be included with bid document submittals as needed.

If you have any questions, please feel free to call our office at 312-744-1929.

Sincerely,

George W. Coleman, Jr.
Deputy Procurement Officer

GWC/tma

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.

By: Brian Dever

Brian Dever, President

REQUIRED DISCLOSURES (SECTION 5)

1. DISCLOSURE OF LOBBYIST CONTACTS

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

Name Address

N/A

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

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

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

Yes: X No: _____

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

33 West Monroe Street, Suite 400, Chicago, IL 60603

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

Yes: X No: _____

3. THE CHILD SUPPORT ENFORCEMENT ORDINANCE (PREFERENCE (CODE, CHAPTER 34, SECTION 34-366)

Every Applicant for a County Privilege shall be in full compliance with any child support order before such Applicant is entitled to receive or renew a County Privilege. When delinquent child support exists, the County shall not issue or renew any County Privilege, and may revoke any County Privilege.

All Applicants are required to review the Cook County Affidavit of Child Support Obligations attached to this EDS (EDS-8) and complete the following, based upon the definitions and other information included in such Affidavit.

4. REAL ESTATE OWNERSHIP DISCLOSURES.

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

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

PERMANENT INDEX NUMBER(S): N/A

(ATTACH SHEET IF NECESSARY TO LIST ADDITIONAL INDEX NUMBERS)

OR:

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

5. EXCEPTIONS TO CERTIFICATIONS OR DISCLOSURES.

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

N/A

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

Note: The above information is subject to verification prior to the award of the contract.

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 [X] Applicant or [ ] Stock/Beneficial Interest Holder

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

Identifying Information:

Name System Development Integration, LLC D/B/A: _____ EIN NO.: 36-4115389

Street Address: 33 West Monroe Street, Suite 400

City: Chicago State: IL Zip Code: 60603

Phone No.: 312-580-7500

Form of Legal Entity:

[ ] Sole Proprietor [ ] Partnership [ ] Corporation [ ] Trustee of Land Trust

[ ] Business Trust [ ] Estate [ ] Association [ ] Joint Venture

[X] Other (describe) Limited Liability Company

Note: The above information is subject to verification prior to the award of the contract.

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
SDI Opco Holdings, LLC	33 W. Monroe St., Ste. 400 Chicago IL 60603	100%

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

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

3. Is the Applicant constructively controlled by another person or Legal Entity? [X] 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
SDI Opco Holdings, LLC	33 W. Monroe St., Ste. 400 Chicago, IL 60603	100%	Sole Member and Manager of Applicant

Declaration (check the applicable box):

[X] I state under oath that the Applicant has withheld no disclosure as to ownership interest in the Applicant nor eserved 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.

Brian Diver
Name of Authorized Applicant/Holder Representative (please print or type)

President
Title

Brian Diver
Signature

April 14, 2014
Date

bdiver@sdienterprises.com
E-mail address

312-580-7500
Phone Number

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

My commission expires

OFFICIAL SEAL
BARBARA J JACKSON
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES:02/26/17

X Barbara J. Jackson
Notary Public Signature
Notary Seal

COOK COUNTY DISCLOSURE OF OWNERSHIP INTEREST STATEMENT

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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 [X] Stock/Beneficial Interest Holder

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

Identifying Information:

Name SDI Opco Holdings, LLC D/B/A: _____ EIN NO.: 26-1848848

Street Address: 33 West Monroe Street, Suite 400

City: Chicago State: IL Zip Code: 60603

Phone No.: 312-580-7500

Form of Legal Entity:

[ ] Sole Proprietor [ ] Partnership [ ] Corporation [ ] Trustee of Land Trust

[ ] Business Trust [ ] Estate [ ] Association [ ] Joint Venture

[X] 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
GC-SDI Holdco, Inc.	2929 Arch Street, Suite 2700, Philadelphia, PA 19104	95% of SDI Opco Holdings, LLC

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 eserved any information, data or plan as to the intended use or purpose for which the Applicant seeks County Board or other County Agency action.

[X] I state under oath that the Holder has withheld no disclosure as to ownership interest nor reserved any information required to be disclosed.

David Gupta
Name of Authorized Applicant/Holder Representative (please print or type)

Manager, SDI Opco Holdings, LLC
Title

Signature

April 14, 2014
Date

dgupta@sdienterprises.com
E-mail address

312-580-7500
Phone Number

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

My commission expires:

OFFICIAL SEAL
BARBARA J JACKSON
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES:02/26/17

X Barbara J. Jackson
Notary Public Signature
Notary Seal

COOK COUNTY DISCLOSURE OF OWNERSHIP INTEREST STATEMENT

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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 [X] Stock/Beneficial Interest Holder

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

Identifying Information:

Name GC-SDI Holdco, Inc. D/B/A: _____ EIN NO.: 26-1747573

Street Address: 2929 Arch Street, Suite 2700

City: Philadelphia State: PA Zip Code: 19104

Phone No.: 215-717-2914

Form of Legal Entity:

[ ] Sole Proprietor [ ] Partnership [X] Corporation [ ] Trustee of Land Trust

[ ] Business Trust [ ] Estate [ ] Association [ ] Joint Venture

[ ] Other (describe) _____

Ownership Interest Declaration:

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

Name	Address	Percentage Interest in Applicant/Holder
Swordfish Acquisition, LLC	2929 Arch St., Ste 2700, Philadelphia, PA 19104	100% of GC-SDI Holdco, Inc.

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 eserved any information, data or plan as to the intended use or purpose for which the Applicant seeks County Board or other County Agency action.

[X] I state under oath that the Holder has withheld no disclosure as to ownership interest nor reserved any information required to be disclosed.

David Gupta
Name of Authorized Applicant/Holder Representative (please print or type)

Manager, SDI Opco Holdings, LLC
Title

Signature

April 14, 2014
Date

dgupta@sdienterprises.com
E-mail address

312-580-7500
Phone Number

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

My commission expires:

OFFICIAL SEAL
BARBARA J JACKSON
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES:02/26/17

X Barbara J. Jackson
Notary Public Signature
Notary Seal

COOK COUNTY DISCLOSURE OF OWNERSHIP INTEREST STATEMENT

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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 [X] Stock/Beneficial Interest Holder

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

Identifying Information:

Name Swordfish Acquisition, LLC D/B/A: _____ EIN NO.: 90-0852677

Street Address: 2929 Arch Street, Suite 2700

City: Philadelphia State: PA Zip Code: 19104

Phone No.: 215-717-2914

Form of Legal Entity:

[ ] Sole Proprietor [ ] Partnership [ ] Corporation [ ] Trustee of Land Trust

[ ] Business Trust [ ] Estate [ ] Association [ ] Joint Venture

[X] 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
LLR Equity Partners III, L.P.	2929 Arch St., Ste 2700, Philadelphia, PA 19104	86% of Swordfish Acquisition, LLC
MCG-Swordfish Investments, LLC	1455 Pennsylvania Ave., Suite 400, Washington DC 20004	14% of Swordfish Acquisition, LLC

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 eserved any information, data or plan as to the intended use or purpose for which the Applicant seeks County Board or other County Agency action.

[X] I state under oath that the Holder has withheld no disclosure as to ownership interest nor reserved any information required to be disclosed.

David Gupta
Name of Authorized Applicant/Holder Representative (please print or type)

Manager, SDI Opco Holdings, LLC
Title

Signature

April 14, 2014
Date

dgupta@sdienterprises.com
E-mail address

312-580-7500
Phone Number

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

My commission expires

OFFICIAL SEAL
BARBARA J JACKSON
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES:02/26/17

X Barbara J. Jackson
Notary Public Signature
Notary Seal

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 [X] Applicant or [ ] Stock/Beneficial Interest Holder

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

Identifying Information:

Name System Development Integration, LLC D/B/A: _____ EIN NO.: 36-4115389

Street Address: 33 West Monroe Street, Suite 400

City: Chicago State: IL Zip Code: 60603

Phone No.: 312-580-7500

Form of Legal Entity:

[ ] Sole Proprietor [ ] Partnership [ ] Corporation [ ] Trustee of Land Trust

[ ] Business Trust [ ] Estate [ ] Association [ ] Joint Venture

[X] Other (describe) Limited Liability Company.

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 [X] Stock/Beneficial Interest Holder

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

Identifying Information:

Name SDI Opco Holdings, LLC D/B/A: _____ EIN NO.: 26-1848848

Street Address: 33 West Monroe Street, Suite 400

City: Chicago State: IL Zip Code: 60603

Phone No.: 312-580-7500

Form of Legal Entity:

[ ] Sole Proprietor [ ] Partnership [ ] Corporation [ ] Trustee of Land Trust

[ ] Business Trust [ ] Estate [ ] Association [ ] Joint Venture

[X] 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
SDI Opco Holdings, LLC	33 W. Monroe St., Ste. 400 Chicago IL 60603	100%

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

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

3. Is the Applicant constructively controlled by another person or Legal Entity? [X] 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
SDI Opco Holdings, LLC	33 W. Monroe St., Ste. 400 Chicago, IL 60603	100%	Sole Member and Manager of Applicant

Declaration (check the applicable box):

[X] I state under oath that the Applicant has withheld no disclosure as to ownership interest in the Applicant nor eserved 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.

Brian Diver
Name of Authorized Applicant/Holder Representative (please print or type)

President
Title

Brian Diver
Signature

April 14, 2014
Date

bdiver@sdienterprises.com
E-mail address

312-580-7500
Phone Number

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

My commission expires

OFFICIAL SEAL
BARBARA J JACKSON
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES:02/26/17

X Barbara J. Jackson
Notary Public Signature
Notary Seal

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.

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"*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 [X] Stock/Beneficial Interest Holder

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

Identifying Information:

Name GC-SDI Holdco, Inc. D/B/A: _____ EIN NO.: 26-1747573

Street Address: 2929 Arch Street, Suite 2700

City: Philadelphia State: PA Zip Code: 19104

Phone No.: 215-717-2914

Form of Legal Entity:

[ ] Sole Proprietor [ ] Partnership [X] Corporation [ ] Trustee of Land Trust

[ ] Business Trust [ ] Estate [ ] Association [ ] Joint Venture

[ ] Other (describe) _____

Ownership Interest Declaration:

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

Name	Address	Percentage Interest in Applicant/Holder
GC-SDI Holdco, Inc.	2929 Arch Street, Suite 2700, Philadelphia, PA 19104	95% of SDI Opco Holdings, LLC

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 eserved any information, data or plan as to the intended use or purpose for which the Applicant seeks County Board or other County Agency action.

[X] I state under oath that the Holder has withheld no disclosure as to ownership interest nor reserved any information required to be disclosed.

David Gupta
Name of Authorized Applicant/Holder Representative (please print or type)

Manager, SDI Opco Holdings, LLC
Title

Signature

April 14, 2014
Date

dgupta@sdienterprises.com
E-mail address

312-580-7500
Phone Number

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

My commission expires:

OFFICIAL SEAL
BARBARA J JACKSON
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES:02/26/17

X Barbara J. Jackson
Notary Public Signature
Notary Seal

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.

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This Disclosure of Ownership Interest Statement must be submitted by :

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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 [X] Stock/Beneficial Interest Holder

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

Identifying Information:

Name Swordfish Acquisition, LLC D/B/A: _____ EIN NO.: 90-0852677

Street Address: 2929 Arch Street, Suite 2700

City: Philadelphia State: PA Zip Code: 19104

Phone No.: 215-717-2914

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
Swordfish Acquisition, LLC	2929 Arch St., Ste 2700, Philadelphia, PA 19104	100% of GC-SDI Holdco, Inc.

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 eserved any information, data or plan as to the intended use or purpose for which the Applicant seeks County Board or other County Agency action.

[X] I state under oath that the Holder has withheld no disclosure as to ownership interest nor reserved any information required to be disclosed.

David Gupta
Name of Authorized Applicant/Holder Representative (please print or type)

Manager, SDI Opco Holdings, LLC
Title

Signature

April 14, 2014
Date

dgupta@sdienterprises.com
E-mail address

312-580-7500
Phone Number

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

My commission expires:

OFFICIAL SEAL
BARBARA J JACKSON
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES:02/26/17

X Barbara J. Jackson
Notary Public Signature
Notary Seal

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
LLR Equity Partners III, L.P.	2929 Arch St., Ste 2700, Philadelphia, PA 19104	86% of Swordfish Acquisition, LLC
MCG-Swordfish Investments, LLC	1455 Pennsylvania Ave., Suite 400, Washington DC 20004	14% of Swordfish Acquisition, LLC

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 eserved any information, data or plan as to the intended use or purpose for which the Applicant seeks County Board or other County Agency action.

[X] I state under oath that the Holder has withheld no disclosure as to ownership interest nor reserved any information required to be disclosed.

David Gupta
Name of Authorized Applicant/Holder Representative (please print or type)

Manager, SDI Opco Holdings, LLC
Title

Signature

April 14, 2014
Date

dgupta@sdienterprises.com
E-mail address

312-580-7500
Phone Number

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

My commission expires

OFFICIAL SEAL
BARBARA J JACKSON
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES:02/26/17

X Barbara J. Jackson
Notary Public Signature
Notary Seal

COOK COUNTY BOARD OF ETHICS
69 W. WASHINGTON STREET, SUITE 3040
CHICAGO, ILLINOIS 60602
312/603-4304
312/603-9988 FAX 312/603-1011 TT/TDD

FAMILIAL RELATIONSHIP DISCLOSURE PROVISION:

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

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

If you have questions concerning this disclosure requirement, please call the Cook County Board of Ethics at (312) 603-4304. *Note*: A current list of contractors doing business with Cook County is available via the Cook County Board of Ethics' website at: **http://www.cookcountygov.com/taxonomy/ethics/Listings/cc_ethics_VendorList_.pdf**

DEFINITIONS:

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

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

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

- Parent
- Child
- Brother
- Sister
- Aunt
- Uncle
- Niece
- Nephew
- Grandparent
- Grandchild
- Father-in-law
- Mother-in-law
- Son-in-law
- Daughter-in-law
- Brother-in-law
- Sister-in-law
- Stepfather
- Stepmother
- Stepson
- Stepdaughter
- Stepbrother
- Stepsister
- Half-brother
- 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: Brian Diver Title: President

Business Entity Name: System Development Integration, LLC Phone: 312-580-7500

Business Entity Address: 33 West Monroe Street, Suite 400, Chicago, IL 60603

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

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

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

X 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.

Owner/Employee's Signature

April 14, 2014
Date

Subscribe and sworn before me this 14th Day of April, 20 14

a Notary Public in and for Cook County

(Signature)

NOTARY PUBLIC SEAL

OFFICIAL SEAL
BARBARA J JACKSON
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES:02/26/17

My Commission expires 2/26/2017

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

OFFICIAL SEAL
BARBARA J JACKSON
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES:02/26/17

EDS-12

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: System Development Integration, LLC

BUSINESS ADDRESS: 33 W. Monroe Street, Suite 400, Chicago, IL 60603

BUSINESS TELEPHONE: 312-580-7500 FAX NUMBER: 312-580-7600

CONTACT PERSON: Brian Diver, President

FEIN: 36-4115389 * CORPORATE FILE NUMBER: 02423227

MANAGING MEMBER: SDI Opco Holdings, LLC MANAGING MEMBER:

**SIGNATURE OF MANAGER: David Gupta, Manager, SDI Opco Holdings, LLC

ATTEST: Linda Petty, Secretary

Subscribed and sworn to before me this 14th day of April, 20 14.

X Barbara J Jackson
Notary Public Signature

OFFICIAL SEAL
BARBARA J JACKSON
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES:02/26/17

Notary Seal

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

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

SIGNATURE BY A LIMITED LIABILITY CORPORATION
(SECTION 8)

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

BUSINESS NAME: System Development Integration, LLC

BUSINESS ADDRESS: 33 West Monroe Street, Suite 400, Chicago, IL 60603

BUSINESS TELEPHONE: 312-580-7500 FAX NUMBER: 312-580-7600

CONTACT PERSON: Brian Diver, President

FEIN: 36-4115389 * CORPORATE FILE NUMBER: 02423227

MANAGING MEMBER: SDI Opco Holdings, LLC MANAGING MEMBER:

**SIGNATURE OF MANAGER: David Gupta, Manager, SDI Opco Holdings, LLC

ATTEST: Linda Petty, Secretary

Subscribed and sworn to before me this

14th day of April, 20 14.

X Barbara J. Jackson
Notary Public Signature

OFFICIAL SEAL
BARBARA J JACKSON
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES:02/26/17

Notary Seal

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

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

SIGNATURE BY A LIMITED LIABILITY CORPORATION
(SECTION 8)

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

BUSINESS NAME: System Development Integration, LLC

BUSINESS ADDRESS: 33 West Monroe Street, Suite 400, Chicago, IL 60603

BUSINESS TELEPHONE: 312-580-7500 FAX NUMBER: 312-580-7600

CONTACT PERSON: Brian Diver, President

FEIN: 36-4115389 * CORPORATE FILE NUMBER: 02423227

MANAGING MEMBER: SDI Opco Holdings, LLC MANAGING MEMBER: _____

**SIGNATURE OF MANAGER: _____
David Gupta, Manager, SDI Opco Holdings, LLC

ATTEST: _____
Linda Petty, Secretary

Subscribed and sworn to before me this

14th day of April, 20 14.

OFFICIAL SEAL
BARBARA J JACKSON
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES:02/26/17

X _____
Notary Public Signature

_____
Notary Seal

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

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

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:

Sam E M

COOK COUNTY CHIEF PROCUREMENT OFFICER

DATED AT CHICAGO, ILLINOIS THIS 29 DAY OF August, 20 14.

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

THE FOREGOING BID/PROPOSAL AS IDENTIFIED IN THE CONTRACT DOCUMENTS FOR CONTRACT NUMBER 1441-13549

OR

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

TOTAL AMOUNT OF CONTRACT: $ 375,000.00
(DOLLARS AND CENTS)

FUND CHARGEABLE: _____

APPROVED BY BOARD OF COOK COUNTY COMMISSIONERS

JUL 23 2014

COM _____

APPROVED AS TO FORM:

N/A

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

PROFESSIONAL SERVICES AGREEMENT
GIS INTEGRATION SERVICES

CONTRACT NO: 1441-13549
FOR

PROFESSIONAL TECHNOLOGICAL SERVICES

BETWEEN

COOK COUNTY GOVERNMENT
RECORDER OF DEEDS

AND

SYSTEM DEVELOPMENT INTEGRATION INC
(Based on City of Chicago Contract No. 23004)

APPROVED BY BOARD OF
COOK COUNTY COMMISSIONERS

JUL 23 2014

COM_____

Contract No 1441-13549

PROFESSIONAL SERVICES AGREEMENT

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Exhibit 3 Evidence of Insurance
Exhibit 4 Board Authorization

APPROVED BY BOARD
COOK COUNTY COMMISSIONERS

JUL 23 2014

COM_____

CONTRACT NO: 1441-13549

AGREEMENT

This Agreement is made and entered into by and between the County of Cook, a public body corporate of the State of Illinois, hereinafter referred to as "County" and System Development Integration Inc, doing business as a corporation of the State of Illinois hereinafter referred to as "Consultant".

BACKGROUND

Whereas, the County, pursuant to Section 34-140 (the "Reference Contract Ordinance") of the Cook County Procurement Code, states: "If a governmental agency has awarded a contract through a competitive method for the same or similar supplies, equipment, goods or services as that sought by the County, the Procurement may be made from that vendor at a price or rate at least as favorable as that obtained by that government agency without utilizing a competitive procurement method set forth in this Procurement Code;" and

Whereas, the City of Chicago solicited a formal Request for Proposal process for GIS Management Consulting Services, and the Consultant was identified as the qualified and best value provider for the services; and

Whereas, the City of Chicago entered into a contract on December 20, 2011 for the provision of services by the Consultant for the County relative to Technology Assessment; and

Whereas, the County wishes to leverage the procurement efforts of the City of Chicago; and

Whereas, this contract made and entered into by and between the County of Cook, a public body corporate of the State of Illinois, herein after the "County" and System Development Integration Inc, herein after the "Consultant"; and

Whereas, the County, through the Recorder of Deeds, desires certain similar services of the Consultant; and

Whereas, County Offices, Departments, and Agencies may utilize this agreement for specific contracted procurement efforts; and

Whereas, the Consultant agrees to provide to the County GIS Integration Services, incorporated as Exhibit 1, Scope of Services and Price Proposal; and

Whereas, the Consultant warrants that it is ready, willing and able to deliver these services set forth in Exhibit 1, Scope of Services and Price Proposal, all on pricing and payment terms equivalent to or more favorable to the County than those contained in the City of Chicago Contract No. 23004 as set forth in Exhibit 1, Scope of Services and Price Proposal, and incorporated herein by reference; and

Whereas, this Contract shall be effective August 1, 2014 through July 31, 2015; and

Whereas, Payment shall be as follows:

> In no case shall such charges exceed the amount of 375,000.00 Invoices in triplicate on County Invoice Form 29A shall be submitted by the Consultant to the Using Department when requesting payment. The County shall have the right to examine the books of the Consultant for the purpose of auditing the same with reference to all charges made to the County.
>
> In the event the Consultant receives payment under the Contract, reimbursement for which is later disallowed by the County, the Consultant 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 Consultant under any contract with the County; and

Whereas, the County and the Consultant agree to the Terms and Conditions as stated in the City of Chicago contract, hereto incorporated by reference as Exhibit 2, City of Chicago Contract No. 23004, all as may be applicable to the County; and

Whereas, the County General Conditions are incorporated and attached, and this Contract incorporates and is subject to the provisions attached hereto as General Conditions, and is incorporated herein by this reference; Notwithstanding such incorporation, none of the terms set forth in Exhibit 2 which conflict with the express terms of this Contract or its General Conditions shall be deemed or construed to supersede the terms of this Contract or its General Conditions; and

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, the sufficiency of which is acknowledged by each of the Parties, the Consultant and the County agree and the information set forth is incorporated by reference herein.

INCORPORATION OF BACKGROUND INFORMATION

The Background Information set forth above is incorporated and made a part of this Agreement by reference.

INCORPORATION OF EXHIBITS

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

Exhibit 1	Scope of Services and Price Proposal
Exhibit 2	City of Chicago No. 23004
Exhibit 3	Evidence of Insurance
Exhibit 4	Cook County Board of Commissioners Authorization

GENERAL CONDITIONS

GC-01 SUBCONTRACTING OR ASSIGNMENT OF CONTRACT OR CONTRACT FUNDS

Once awarded, this Contract shall not be subcontracted or assigned, in whole or in part, without the advance written approval of the Chief Procurement Officer, which approval shall be granted or withheld at the sole discretion of the Chief Procurement Officer. In no case, however, shall such approval relieve the Consultant from its obligations or change the terms of the Contract. The Consultant 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 Consultant shall have no effect on the County and are null and void.

Prior to the commencement of the Contract, the Consultant shall identify in writing to the Chief Procurement Officer the any and all Subcontractor it intends to use in the performance of the Contract. The Chief Procurement Officer shall have the right to disapprove any Subcontractor. Identification of Subcontractor to the Chief Procurement Officer shall be in addition to any communications with County offices other than the Chief Procurement Officer. All Subcontracts shall be subject to the terms of this Contract. Consultant 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 Consultant must disclose the name and business address of each Subcontractor, attorney, lobbyist, accountant, consultant and any other person or entity whom the Consultant 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 Consultant is not required to disclose employees who are paid or estimated to be paid. The Consultant is not required to disclose employees who are paid solely through the Consultant'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 Consultant is uncertain whether a disclosure is required under this Section, the Consultant 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 Consultants and Subcontractor of the Consultant shall be accountable to the Director of the Using Department or his designee while on any County property and shall abide by all rules and regulations imposed by the County.

GC-02 PERSONNEL

The quality, experience and availability of personnel employed by the Consultant is of the essence. The Consultant shall provide the County with a list of all key personnel to be used on the project and their designated assignment. The list shall include the qualifications of each person named. The County may at any time request, in writing, the Consultant to remove any of the Consultant's assigned personnel for cause and forthwith furnish to the County other acceptable personnel with thirty (30) days of notification. Notwithstanding the County's approval of Consultant's personnel, the Consultant shall be fully responsible to County for all work performed pursuant to this Contract by Consultant's employees, Subcontractor or others who may be retained by the Consultant with the approval of the County.

GC-03 INSURANCE REQUIREMENTS

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

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

3) The Consultant shall require all tiers of Subcontractor to waive the rights of recovery against Cook County and all tiers of Subcontractor.

Insurance Requirements of the Consultant

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

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

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

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

1. Coverages

(a) **Workers Compensation Insurance**

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

The Workers Compensation policy shall also include the following provisions:

1) Employers' Liability coverage with a limit of
$500,000 each Accident
$500,000 each Employee
$500,000 Policy Limit for Disease

2) Broad form all states coverage

(b) **Commercial General Liability Insurance**

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

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

(a) All premises and operations;

(b) Broad Form Blanket Contractual Liability;

(c) Products/Completed Operations;

(d) Broad Form Property Damage Liability;

(e) Cross Liability.

(c) **Comprehensive Automobile Liability Insurance**

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

1) Liability - All Autos: Bodily Injury & Property Damage - $1,000,000 per Occurrence

2) Uninsured/Motorists: Per Illinois Requirements

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

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

1) $2,000,000 each occurrence for all liability

2) $2,000,000 in the aggregate per policy year separately with respect to products and completed operations

2. Additional requirements

(a) Additional Insured

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

(b) Qualification of Insurers

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

(c) Insurance Notices

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

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

GC-04 INSPECTION AND RESPONSIBILITY

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

GC-05 INDEMNIFICATION

The Consultant covenants and agrees to indemnify and save harmless the County and its commissioners, officials, employees, agents and representatives, and their respective heirs, successors and assigns, from and against any and all costs, expenses, attorney's fees, losses, damages and liabilities incurred or suffered directly or indirectly from or attributable to any claims arising out of or incident to the performance or nonperformance of the Contract by the Consultant, or the acts or omissions of the officers, agents, employees, Consultants, Subcontractor, licensees or invitees of the Consultant. The Consultant expressly understands and agrees that any Performance Bond or insurance protection required of the Consultant, or otherwise provided by the Consultant, shall in no way limit the responsibility to indemnify the County as hereinabove provided.

GC-06 PAYMENT

All invoices submitted by the Consultant shall be in accordance with the cost provisions contained in the Contract Documents and shall contain a detailed description of the Deliverables for which payment is requested. All invoices shall reflect the amounts invoiced by and the amounts paid to the Consultant 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. Consultant shall not be entitled to invoice the County for any late fees or other penalties.

GC-07 PREPAID FEES

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

GC-08 TAXES

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

GC-09 PRICE REDUCTION

If at any time after the contract award, Consultant 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 GC-09, Price Reduction, a general price reduction shall include reductions in the effective price charged by Consultant 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 Consultant makes in the price of the Deliverables to its prospective customers generally.

GC-10 CONSULTANT CREDITS

To the extent the Consultant 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. Consultant shall reflect any such credits on its invoices and in the amounts it invoices the County.

GC-11 DISPUTES

Any dispute arising under the Contract between the County and Consultant shall be decided by the Chief Procurement Officer. The complaining party shall submit a written statement detailing the dispute and specifying the specific relevant Contract provision(s) to the Chief Procurement Officer. Upon request of the Chief Procurement Officer, the party complained against shall respond to the complaint in writing within five days of such request. The Chief Procurement Officer will reduce his decision to writing and mail or otherwise furnish a copy thereof to the Consultant and the Director of the Using Department. The decision of the Chief Procurement Officer will be final and binding. Dispute resolution as provided herein shall be a condition precedent to any other action at law or in equity. However, unless a notice is issued by the Chief Procurement Officer indicating that additional time is required to review a dispute, the parties may exercise their contractual remedies, if any, if no decision is made within sixty (60) days following notification to the Chief Procurement Officer of a dispute. No inference shall be drawn from the absence of a decision by the Chief Procurement Officer. Notwithstanding a dispute, Consultant shall continue to discharge all its obligations, duties and responsibilities set forth in the Contract during any dispute resolution proceeding unless otherwise agreed to by the County in writing.

GC-12 DEFAULT

Consultant shall be in default hereunder in the event of a material breach by Consultant of any term or condition of this Contract including, but not limited to, a representation or warranty, where Consultant has failed to cure such breach within ten (10) days after written notice of breach is given to Consultant by the County, setting forth the nature of such breach.

In the event Consultant shall breach any material terms or conditions of this Contract on more than one occasion during any twelve month period during the term hereof, or in the event Consultant expresses an unwillingness or inability to continue performing the Contract in accordance with its terms, the County may, at its option, declare the Consultant to be in default and the County shall be entitled to exercise all available remedies including, but not limited to, termination of the Contract, without affording the Consultant further opportunity to cure such breach. Failure of County to give written notice of breach to the Consultant shall not be deemed to be a waiver of the County's right to assert such breach at a later time, should the Consultant commit a subsequent breach of this Contract.

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

1. Failure to begin performance under this Contract within the specified time;

2. Failure to perform under this Contract with sufficient personnel, equipment, or materials to ensure completion of said performance within the specified time or failure to assign qualified personnel to ensure completion within the specified time;

3. Performance of this contract in an unsatisfactory manner;

4. Refusal to perform services deemed to be defective or unsuitable;

5. Discontinuance of performance of Consultant's obligations under the Contract or the impairment or the reasonable progress of performance;

6. Becoming insolvent, being declared bankrupt or committing any act of bankruptcy or insolvency;

7. Any assignment of this contract for the benefit of creditors;

8. Any cause whatsoever which impairs performance in an acceptable manner; or

9. Any other material breach of any term or condition of this Contract.

County shall be in default hereunder if any material breach of the Contract by County occurs which is not cured by the County within ninety (90) days after written notice has been given by Consultant to the County, setting forth the nature of such breach.

GC-13 COUNTY'S REMEDIES

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

If the Consultant fails to remedy a material breach during the ten (10) day cure period pursuant to General Condition GC-12, Default, or if Consultant commits a subsequent material breach within a twelve month period or expresses an unwillingness or inability to continue performing the Contract in accordance with its terms, the County shall have the right to terminate this Contract upon written notice to the Consultant which shall set forth the effective date of such termination.

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

GC-14 CONSULTANT'S REMEDIES

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

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

GC-15 DELAYS

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

GC-16 MODIFICATIONS AND AMENDMENTS

The parties may during the term of the Contract make modifications and amendments to the Contract but only as provided in this section. Such modifications and amendments shall only be made by mutual agreement in writing.

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

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

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

GC-17 PATENTS, COPYRIGHTS AND LICENSES

Consultant shall furnish the Director of the Using Department with all licenses required for the County to utilize any software, including firmware or middleware, provided by Consultant as part of the Deliverables. Such licenses shall be clearly marked with a reference to the number of this County Contract. Consultant 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.

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

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

GC-18 COMPLIANCE WITH THE LAWS

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

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

GC-19 MINORITY AND WOMEN BUSINESS ENTERPRISES COOK COUNTY ORDINANCE CHAPTER 10-43.7 PROFESSIONAL AND CONSULTING SERVICE AND SOLE SOURCE

I. POLICY AND GOALS

A. It is the policy of the County of Cook to prevent discrimination in the award of or participation in the County contracts and to eliminate arbitrary barriers for participation, as both prime and Subcontractor, in such contracts by local businesses certified as Minority Business Enterprises (MBE) and Women- Owned Business Enterprises (WBE). In furtherance of this policy, the Cook County Board of Commissioners has adopted a Minority-and-Women-Owned Business Enterprise Ordinance (the "Ordinance") which establishes a "best efforts" goal of awarding not less than thirty-five percent (35%) of the annual total dollar amount of professional, consulting service and sole source contracts and agreements to certified MBEs and WBEs.

B. A Proposer may achieve the MBE/WBE participation goals by its status as a MBE or WBE; by entering into a joint venture with one or more MBEs and/or WBEs; by subcontracting a portion of the work to one or more MBEs or WBEs; by entering into a Mentor-Protégé Agreement with a MBE or WBE; by the indirect participation of MBEs or WBEs in other aspects of the Proposer's business; or by a combination of the foregoing.

C. A Waiver Request must be submitted with the Proposal, documenting the inability of the Proposer to meet the goals, and providing written evidence of "Good Faith Efforts," to obtain goals.

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

II. REQUIRED SUBMITTALS

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

A. MBE/WBE Participation Documentation

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

1. A **Utilization Plan** identifying all firms intended to be utilized to fulfill the goals; the MBE/WBE status of each firm; the name, address, e-mail address and telephone number of the contact person for each MBE/WBE firm; the dollar value of the goods and services to be provided by the MBE/WBE firm; and the dollar value expressed as a percentage (%) of the total value of the purposed contract. (See Section I)

2. A **Letter of Intent** for each MBE/WBE containing specific information regarding goods to be provided or services to be performed by the MBE/WBE; the dollar value of the goods or services, the percentage (%) of the dollar value; and the original signatures of the appropriate officer for both the Proposer and the MBE/WBE. (See Exhibit II)

3. Current **Letter of Certification** for each MBE/WBE firm. Acceptable certifying agencies are: Cook County, Illinois Unified Certification Program (IUCP) and U. S. Small Business Administration. (SBA) (8A) or any other governmental body or agency approved by the Contract Compliance Administrator as applying certification standards substantially similar to those applied by the County of Cook may also be accepted.

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

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

B. Use of MBE/WBE Professionals

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

C. Affirmative Action Plan

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

III. NON-COMPLIANCE

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

IV. REPORTING/RECORD KEEPING REQUIREMENTS

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

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

The Office of Contract Compliance will notify each MBE/WBE Sub-Consultant of the award of a contract to a Prime Consultant, the MBE/WBE dollar amount of participation and the percentage (%) amount of participation. The Sub- Consultants will be required to submit on a timely basis, Sub-Consultants Payment Affidavits (see forms section) with proof of payment or money paid to them by the Prime Consultant.

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

1. **Annual Contracts**: monthly reporting from both Prime and Sub-Consultants.

2. **Multi Year Contracts**: quarterly reporting from both Prime and Sub-Consultants including proof of payments.

3. **One time** purchases require verification of proof of payment **immediately.**

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

V. EQUAL EMPLOYMENT OPPORTUNITY

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

Any questions regarding this document should be directed to:

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

GC-20 MATERIAL DATA SAFETY SHEET

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

GC-21 CONDUCT OF THE CONSULTANT

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

GC-22 ACCIDENT REPORTS

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

GC-23 USE OF COUNTY PREMISES AND RESOURCES

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

GC-24 TERMINATION FOR CONVENIENCE AND SUSPENSION OF CONTRACT

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

GC-25 GENERAL NOTICE

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

TO THE COUNTY:

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

TO THE CONSULTANT:

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

GC-26 GUARANTEES AND WARRANTIES

The Consultant shall furnish all guarantees and warranties applicable to the Deliverables to the Director of the Using Department prior to or at the time of delivery. All Deliverables shall be covered by the most favorable commercial warranties and guarantees the Consultant gives to any customer for the same or substantially similar Deliverables or Services. The rights and remedies so provided shall be in addition to and shall not limit any rights afforded to County under this Contract.

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

GC-27 STANDARD OF DELIVERABLES

Except as may be expressly stated in the Special Conditions or Specifications of this Contract, only new, originally manufactured Deliverables will be accepted by the County. The County will not accept any Deliverables that have been refurbished, rebuilt, restored or renovated in any manner. In addition, experimental materials will not be acceptable. Deliverables not produced by regular production methods and/or which have not been offered for sale to the public through accepted industry trade channels for a reasonable period of time prior to the commencement of the Contract will be considered experimental.

GC-28 DELIVERY

All Contract Goods shipped to the County shall be shipped F.O.B., DESTINATION, FREIGHT PREPAID. Arrangements shall be made in advance by the Consultant in order that the County may arrange for receipt of the materials.

Truck deliveries will be accepted before 3:00 P.M. on weekdays only. No deliveries will be accepted on Saturdays, Sundays or County Holidays. The County is not responsible for delivery delays due to waiting times for loading and unloading at dock locations.

The quantity of Contract Goods delivered by truck will be ascertained from a weight certificate issued by a duly licensed Public Weight-Master. In the case of delivery by rail, weight will be ascertained from bill of lading from originating line, but the County reserves the right to re-weigh at the nearest available railroad scale.

The County reserves the right to add new delivery locations or delete previously listed delivery locations as required during the Contract period. The only restriction regarding the County's right to add new delivery locations shall be that any new or additional location shall be within the geographical boundaries of the County of Cook.

GC-29 QUANTITIES

Any quantities of indicated in the Proposal Pages for the performance of the Contract are estimates for the purpose of determining an approximate total Contract amount and may not be the actual quantities required by the County during the term of the Contract. The County reserves the right to increase or decrease such quantities at the Contract price to correspond to the actual needs of the County. If the County increases the quantities required, any such increase shall be subject to an agreed written amendment in the Contract Amount. The County will be obligated to order and pay for only such quantities as are from time to time ordered, delivered, and accepted on purchase orders issued by the Chief Procurement Officer.

GC-30 CONTRACT INTERPRETATION

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

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

1. Addenda, if any.
2. Execution Forms
3. Specification.
4. Special Conditions.
5. General Conditions.
6. Instruction to Bidders.
7. Legal Advertisement.
8. Bid Proposal

GC-31 CONFIDENTIALITY AND OWNERSHIP OF DOCUMENTS

Consultant acknowledges and agrees that information regarding this Contract is confidential and shall not be disclosed, directly, indirectly or by implication, or be used by Consultant in any way, whether during the term of this Contract or at any time thereafter, except solely as required in the course of Consultant's performance hereunder. Consultant 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. Consultant 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 Consultant 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 Consultant 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 Consultant's own purposes or for those of any third party. During the performance of the Contract Consultant shall be responsible of any loss or damage to the Documents while they are in Consultant's possession, and any such loss or damage shall be restored at the expense of the Consultant. The County and its designees shall be afforded full access to the Documents and the work at all times.

GC-32 GOVERNING LAW

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

GC-33 WAIVER

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

GC-34 ENTIRE CONTRACT

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

GC-35 AUDIT; EXAMINATION OF RECORDS

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

The Consultant 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 Consultant receives payment under the Contract, reimbursement for which is later disallowed by the County, the Consultant 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 Consultant under any contract with the County.

To the extent this Contract pertains to Deliverables which may be reimbursable under the Medicaid or Medicare Programs, Consultant 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 Consultant 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, Consultant will cause such subcontract to contain a clause to the effect that, until the expiration of four years after the furnishing of any service pursuant to said subcontract, the related organization will make available upon request of the Secretary of Health and Human Services or the Comptroller General of the United States or any of their duly authorized representatives, copies of said subcontract and any books, documents, records and other data of said related organization that are necessary to certify the nature and extent of such costs. This paragraph relating to the retention and production of documents is included because of possible application of Section 1861(v)(1)(I) of the Social Security Act to this Agreement; if this Section should be found to be inapplicable, then this paragraph shall be deemed inoperative and without force and effect.

GC-36 FORCE MAJEURE OR UNAVOIDABLE DELAYS

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

GC-37 INDEPENDENT CONSULTANT STATUS; NO THIRD PARTY BENEFICIARIES

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

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

GC-38 GOVERNMENTAL JOINT PURCHASING AGREEMENT

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

GC-39 COOPERATIVE PURCHASING

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

GC-40 COOPERATION WITH INSPECTOR GENERAL

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

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

GC-41 FEDERAL CLAUSES

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

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

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

3. Federal Interest in Patents

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

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

4. Federal Interest in Data and Copyrights

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

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

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

(1) Any subject data developed under the contract or subagreement financed by a federal Grant Agreement or Cooperative Agreement, whether or not a copyright has been obtained; and

(2) Any rights of copyright which the Consultant purchases ownership with Federal assistance.

(d) Special Federal Rights for Planning Research and Development Projects. When the Federal Government provides financial assistance for a planning, research, development, or demonstration project, its general intention is to increase public knowledge, rather than limit the benefits of the project to participants in the project. Therefore, unless the Federal Government determines otherwise, the Consultant on a planning, research, development, or demonstration project agrees that, in addition to the rights in data and copyrights set forth above, the County or Federal Government may make available to any third party either a license in the copyright to the subject data or a copy of the subject data. If the project is not completed for any reason whatsoever, all data developed under the project will become subject data and will be delivered as the County or Federal Government may direct. This subsection, however, does not apply to adaptions of automatic data processing equipment or previously existing software programs for the County's use whose costs are financed with Federal transportation funds for capital projects.

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

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

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

5. Records and Audits

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

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

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

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

6. Environmental Requirements

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

The Consultant acknowledges that this list does not constitute the Consultant's entire obligation to meet all Federal environmental and resource conservation requirements. The Consultant will include these provisions in all subcontracts.

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

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

(c) Clean Water. The Consultant agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. §§ 1251 et seq. The Consultant further agrees to report and require each Subcontractor at any tier to report any violation of these requirements resulting from any Contract implementation activity to the County and the appropriate U.S. EPA Regional Office.

(d) List of Violating Facilities. The Consultant agrees that any facility to be used in the performance of the Contract or to benefit from the Contract will not be listed on the U.S. EPA List of Violating Facilities ("List"), and the Consultant will promptly notify the County if the Consultant receives any communication from the U.S. EPA that such a facility is under consideration for inclusion on the List.

(e) Preference for Recycled Products. To the extent practicable and economically feasible and to the extent that it does not reduce or impair the quality of the work, the Consultant agrees to use recycled products in performance of the Contract pursuant to U.S. Environment Protection Agency (U.S. EPA) guidelines at 40 C.F.R. Parts 247-253, which implement section 6002 of the Resource Conservation and Recovery Act, as amended, 42 U.S.C. § 6962.

7. No Exclusionary or Discriminatory Specifications
Apart from inconsistent requirements imposed by Federal statute or regulations, the Consultant agrees that it will comply with the requirements of 49 U.S.C. § 5323(h)(2) by refraining from using any Federal assistance to support subcontracts procured using exclusionary or discriminatory specifications.

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

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

10. No Federal Government Obligations to Third Parties
The Consultant agrees that, absent the Federal Government's express written consent, the Federal Government will not be subject to any obligations or liabilities to any Consultant or any other person not a party to the Grant Agreement or Cooperative Agreement between the County and the Federal Government which is a source of funds for this Contract. Notwithstanding any concurrence provided by the Federal Government in or approval of any solicitation, agreement, or contract, the Federal Government continues to have no obligations or liabilities to any party, including the Consultant.

11. Allowable Costs

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

12. Trade Restrictions

Consultant certifies that neither it nor any Subcontractor:

(a) is owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms published by the Office of the United States Trade Representative (USTR);

(b) has knowingly entered into any contract or subcontract with a person that is a citizen or national of a foreign country on said list, nor is owned or controlled directly or indirectly by one or more citizens or nationals of a foreign country on said list;

(c) will procure, subcontract for, or recommend any product that is produced in a foreign country on said list.

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

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

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

13. Contract Work Hours and Safety Standards Act

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

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

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

14. Veteran's Preference

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

15. Copyright Ownership

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

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

16. Accessibility Compliance

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

17. Visual Rights Act Waiver

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

18. Equal Employment Opportunity

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

19. Copeland "Anti-Kickback" Act (18 U.S.C. 874 and 40 U.S.C. 276c)
All contracts and subgrants in excess of $2000 for construction or repair awarded by recipients and subrecipients shall include a provision for compliance with the Copeland "Anti-Kickback" Act (18 U.S.C. 874), as supplemented by Department of Labor regulations (29 CFR part 3, "Consultants and Subcontractor on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each Consultant or subrecipient shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The recipient shall report all suspected or reported violations to the Federal awarding agency.

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

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

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

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

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

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

END OF SECTION

CONTRACT NO: 1441-13549

EXHIBIT 1

Scope of Services and Price Proposal

January 24, 2014

Proposal to Cook County Recorder of Deeds for Assessment of GIS Technology Use

Respectfully submitted by:

SDI

we're there.®

In Partnership with:

Urban GIS

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SDI we're there.® Urban GIS your world, your way

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Section 1. Executive Summary

THE SDI TEAM'S UNDERSTANDING OF THE RECORDERS OBJECTIVES.

The Cook County Recorder of Deeds (CCRD) collects a $15 GIS fee for every recording transaction. The GIS fee provides funding to the Cook County Bureau of Technology to support and enhance the Enterprise GIS used by all County departments and elected offices. Like most land records related departments at the County, CCRD has many work functions that could be greatly enhanced by the implementation of GIS. Unfortunately GIS has historically been severely underutilized in comparison to other County departments.

Through recent efforts of the new administration, GIS competency and use has just begun to grow. The CCRD understands that GIS technology will be instrumental in improving its land records management and strategic thinking when attempting to tackle pressing issues such as fraudulent recordings and foreclosures. GIS technology provides spatial data management, spatial analysis and visualization tools that will provide a unique and much needed perspective of the CCRD land records information. By using GIS, the CCRD will begin to modernize its practices and methods and improve its ability to better serve its constituency.

SDI'S PROPOSED SOLUTION.

With this proposal, the CCRD is striving to improve its ability to use GIS technology and align its IT strategy to that of Cook County by leveraging external expertise in GIS and IT. This proposal will outline a solution that incorporates a phased approach at delivering GIS related products to the CCRD. The SDI Team will perform an in-depth analysis of all current business practices that use GIS technologies as well as determine where GIS can be integrated into additional business processes to improve analytical or strategic thinking, data validation, data reporting and visualization. The SDI team will provide an assessment of current GIS needs and a roadmap for improving the use of GIS. The SDI Team will also provide a pilot website with basic GIS functionality to provide a hands-on GIS experience for the internal organization to use and become familiar with GIS capabilities and concepts. By introducing more CCRD staff to GIS technology, the SDI Team hopes to unlock the imagination of the staff and promote growth organically in the use of GIS.

THE SDI TEAM: ALIGNED TO EXCEED CCRD'S EXPECTATIONS.

The SDI Team has carefully developed this proposal to assess the Recorder of Deeds Office use of GIS Technology to provide a roadmap for future use of GIS technology to improve processes for more efficient operations within the department. Based upon the SDI Team's experience with projects similar in scope and size, we are confident the CCRD will realize the lowest total cost of ownership and maximum return on its investment with our recommendations. On your behalf, the SDI Team will accept nothing less than complete success in delivering a "Go Forward" Future Plan.

Section 2. Scope of Work

Project Understanding

In late September 2013, Urban GIS was engaged to conduct an assessment of the Cook County Recorder of Deeds (CCRD) use of GIS technology and then provide suggestions for improving the use of GIS. Urban GIS delivered a report called the "GIS Assessment Results" which included a list of recommendations for next steps in improving the processes and tools used by CCRD staff. Currently, the Cook County Bureau of Technology (BOT) is sponsoring a number of GIS initiatives that directly involve the CCRD GIS program including the Cadastral Modernization project and.development of a GIS-based Land Records Website. Urban GIS recognized the impacts of the BOT projects and used that information into formulating the recommendations into the assessment results. Urban GIS made a conscious attempt to make recommendations that complemented the BOT initiatives yet gave the CCRD their own GIS identity. This proposal will set forth an implementation plan that will confirm, prioritize and execute the recommendations.

Scope of Services

Detailed Assessment of CCRD GIS

The SDI Team will conduct interviews and work closely with CCRD GIS staff and managers to determine how GIS is currently being used, and should be employed at CCRD. Additionally, our Team will provide subject matter expertise and strategic planning that is aligned with the Cook County Bureau of Technology GIS enterprise initiatives. Finally industry standard practices will be evaluated and recommendations will be made for future GIS enabled work functions at CCRD.

The SDI Team will provide insights on implementing GIS to support CCRD staff with a variety of GIS related areas (including but not limited to):

- GIS Data evaluation and audits utilizing GIS tools and data
- Assessment of 20/20 data integration into the GIS database. Determine optimal workflow and system enhancements required to maximize GIS at CCRD
- Assess existing and proposed systems for security, scalability and performance
- Explore methods to expand CCRD access to countywide GIS data
- Develop a pathway to expand current GIS operations beyond its limitations
- Assist with the development of the GIS and overall IT vision
- Provide guidance on collaboration with other County business units

Pilot GIS Website

The SDI Team will develop a Pilot GIS Website complete with a variety of GIS layers and CCRD 20/20 data. This Pilot GIS Intranet site is intended for internal purposes, and will provide the foundation for future publically accessible websites. The Website will incorporate core GIS functionality, and will introduce the basic GIS concepts to the CCRD organization. Primary functionality of the website will include:

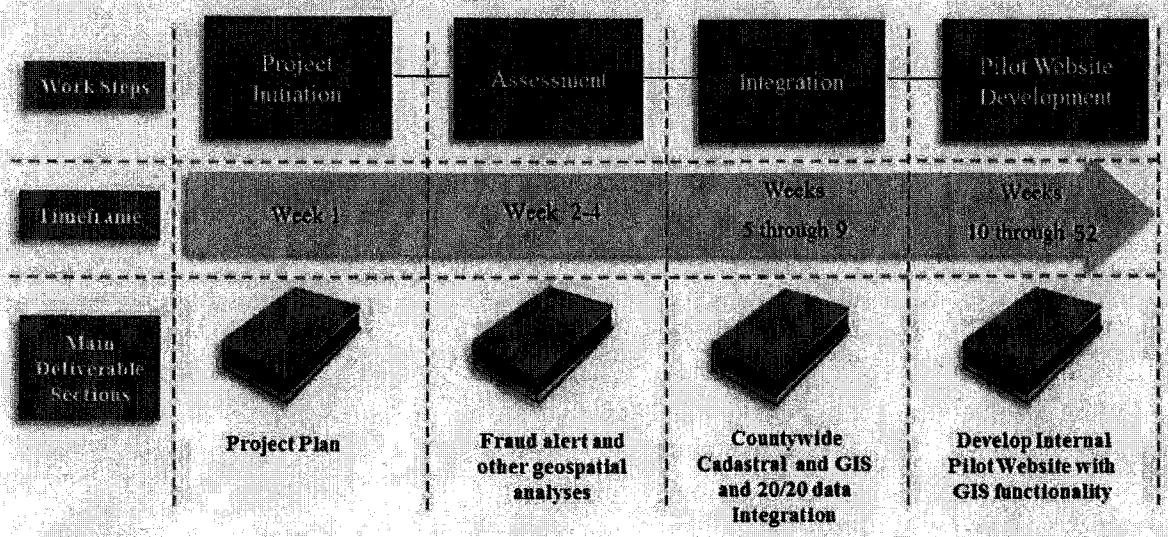
- Map navigation tools
- Select tools
- Identification tools
- Map legend
- Map layers (Aerial, road network, parcels, buildings etc.)
- Query and analysis tools

The Deliverables will include:

- Migrated 20/20 database
- Create CCRD geodatabase
- GIS Layers from CCBOT GIS (parcels, administrative boundaries, aerials, etc.)
- Fraud alert and geospatial analysis and reporting
- 20/20 data integrated into GIS
- Basic GIS web interface
- Training for incoming IT leadership and other personnel

Preliminary Project Plan – Website Development

Below is a high-level Project Plan for development of the GIS Website.



IT Consulting Services

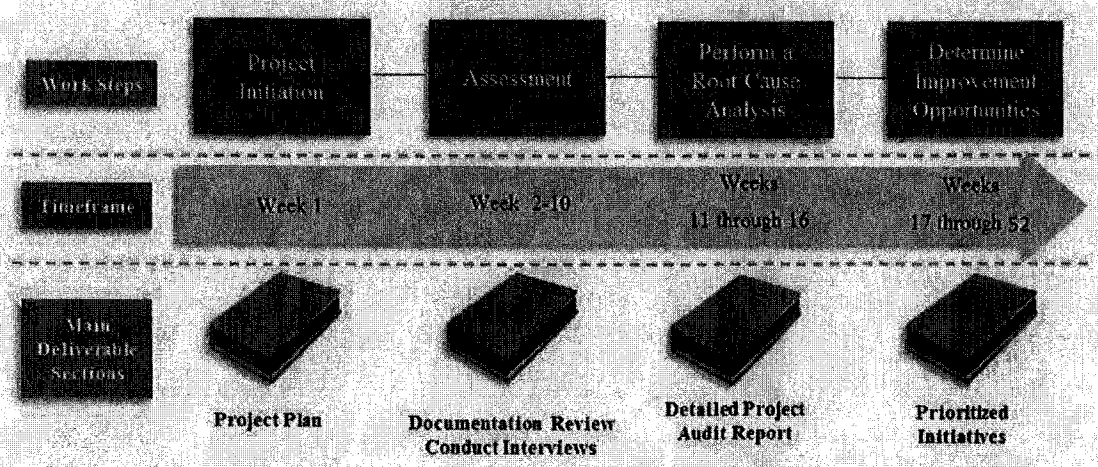
In addition to the tasks mentioned above, the SDI Team will provide guidance and insight for the Cook County Recorder of Deeds IT Department by conducting a Technology Assessment. Our Technology assessment and strategy service offering is focused on the planning, procurement, migration and standardization of information technology. This service will assist CCRD with the procedures and methods for making technology decisions, including the setting of priorities and the purchase, evaluation, upgrading, and use of technology.

A technology assessment can cover as many as 50 different items — administrative, organizational, and technology items. We have a scoping process that includes all of these items, and we sit down with the organization to mutually determine what's relevant to them. The typical scope includes 15-20 items.

At that point, we begin our assessment, which consists of documentation reviews, interviews with IT people, and interviews with executives and key users — because sometimes there's an alignment or satisfaction issue with IT.

Preliminary Project Plan – Technology Assessment

Below is a high-level Project Plan for the Technology Assessment.



Project Management and Quality Management Framework

The SDI Team's Project Management (PM) and Quality Management (QM) Frameworks provide a defined, systematic process for planning, directing, monitoring, adjusting, and controlling a series of interrelated projects. This process enables our clients to achieve agreed-upon objectives under the constraints of budget, time, resources, and technology.

Throughout an entire project, the SDI Team will meet CCRD's needs and expectations, including scope of services, time, cost, and quality management. The SDI Team organizes its PM and QM frameworks around the nine Knowledge Areas and five Process Areas in accordance with the Project Management Institute's (of which SDI is a corporate member) recognized Body of Knowledge (PMBOK). The purpose of these Knowledge and Process Areas is to ensure that projects are completed to specification, on time and within budget. SDI's unique application and focus of the PMBOK is based on broad experience on a wide variety of project types, sizes and interrelationships, and provides our Project Managers with a consistent and proven-successful framework for implementing our own corporate 'best practices' in program/project and quality management.

SDI focuses its PM and QM efforts around the following knowledge areas. Our Project Managers work with clients to decide upon the focus and priority of the knowledge areas, then devise and apply a variety of strategies to meet the objectives listed. Emphasis is placed on using proven interpersonal techniques, supplemented by various forms, templates, and tools to accomplish the objectives.

- **Content & Scope Management**
  - Provide project, program-wide cost and schedule controls
  - Maintain focus on milestones
  - Highlight valid scope variances and to update budget, scope and schedules, as appropriate
- **Resource Management**
  - Create realistic project staff plans, including roles and responsibilities and roll-on/off planning
  - Systematically manage the staff roll-on/off process, program-wide
  - Handle unplanned resource needs
  - Provide performance feedback to project staff in a timely manner
- **Issues Management**
  - Capture project issues in a central repository that records all necessary data
  - Communicate and resolve major issues as soon as possible while preventing issues from blocking progress
  - Provide a record of decisions made and the rationale
- **Risk Management**
  - Develop an effective process for identifying and minimizing project risks
  - Achieve optimum balance between minimization of risks, quality of deliverables, and ability to meet completion dates (i.e. do not "over minimize" risks at the expense of quality or schedule)

- **Communications Management**
  - Develop a comprehensive communications process that includes senior management and key stakeholders, including decision-makers, line managers, business process owners, end users, CCR's vendors and service providers, and both systems and process support staff
  - Eliminate or minimize miscommunication or confusion regarding project status, issues, changes in priorities, scope, or schedule, or other information
- **Project/Status Reporting**
  - Communicate team level progress
  - Communicate weekly accomplishments and next planned activities via face to face or conference call meetings
  - Emphasize progress against key milestones
  - Alert management to schedule and cost variance or quality issues
  - Highlight new issues or risks.

Quality Management has an especially important role in project success and SDI has emphasized that role by calling out even more specific detail in its Project and Quality Management framework.

- **Quality Planning**
  - Starts from the beginning of a project; engage CCR to discuss quality up front, bringing out quality concerns before any project plans are finalized
  - Identify early in the project lifecycle which quality standards, techniques, and tools are relevant to the project – these can be client standards, etc., or based on SDI's best practices
  - Determine, discuss and agree on how to implement the lifecycle quality plans
- **Quality Assurance**
  - Evaluate the overall project performance on a regular basis to provide confidence that the project will satisfy relevant quality standards
- **Quality Control**
  - Devise the appropriate quality tests and metrics before project execution
  - Apply the quality control tests openly and with CCR's participation
  - Monitor specific project results to determine if they comply with relevant quality standards
  - Identify ways to eliminate causes of unsatisfactory performance
- **Quality Improvement**
  - Support the execution of quality audits or reviews
  - Analyze the results of quality reviews with CCR
  - Take action to increase the effectiveness of the project to provide added benefits to the project stakeholders end users
  - As agreed to by the CCR, prepare project change requests or take corrective action
  - Follow the prescribed procedures for overall change control.

The SDI Team is committed to delivering high quality service and products throughout the project. Quality control checkpoints or inspections will be built into the project schedule. These checkpoints will serve to identify the responsible parties and the actions to be taken when deficient items are found.

Section 3. Qualifications of the SDI Team

SDI Company Background

SDI (System Development.Integration, LLC) delivers advanced technology systems and services for critical infrastructure and campus environments. For more than 20 years we have provided vendor-independent advisory services, technology delivery and SmartSourcing℠ managed services to critical environments to achieve higher levels of security, improved performance and lower operating costs. SDI delivers the deep technical expertise and complex systems' past performance of a national, top-tier systems integrator, with an agile, local delivery model focused on complete customer satisfaction.

Solutions for Critical Infrastructure

SDI has invested in building a technology-based consultancy that addresses the needs of owners and managers of critical infrastructure and campus environments, in such industries as:

- Transportation
- State and Local Government
- Education
- Federal Government Agencies
- Military Complexes
- Data Center and Technology
- Healthcare and Life Sciences
- Public Safety and Corrections
- Financial Institutions
- Stadiums and Event Venues
- Enterprise Commercial

SDI By the Numbers

- 21 Years of Experience in Advanced Technology Delivery
- Portfolio of Long-term, Leading Government and Commercial Clients
- Specialization in complex, IP-based security technology environments
- 250 business and technology professionals, averaging 15 years of industry experience per employee
- Customer base reports outstanding 97% customer satisfaction
- Proven Delivery Methodologies with Quality Assurance Best Practices
- Exceptional Bonding Capacity and Broad Insurance Coverage with Ample Policy Limits
- Capitalized by strong team of private equity investors
- Offices located in:
  - US: Chicago (HQ) Washington, DC
    Los Angeles/Sacramento, CA
    Knoxville, TN Louisville, KY
    Dallas, TX Charleston, SC
  - Istanbul, Turkey

SDI focuses our expertise, solutions and technology tools on these industries' key assets which have a significant impact on our clients' ability to deliver their core business service: their facilities, fleet, technology infrastructure/devices and information itself. SDI's solutions are specifically designed to maximize these critical assets to deliver a higher level of security, increase productivity and reduce the operating costs of our clients.

Each SDI solution area is driven by certified, experienced industry professionals, complimented by deep company credentials and a resume of successful technology delivery. And for each solution area, SDI brings the breadth of our Advisory Services, Technology Delivery and SmartSourcing Managed Services offerings to our clients, to seamlessly deliver reliable, secure and high-performance technology environments:

Safety and Security	Enterprise Performance
• Digital/Megapixel Video Surveillance System • Intelligent Video/Analytics • Access Control, Biometrics, Identity Management • Dispatch/Incident Management Systems • Physical Security Information Management • Mass Notification Systems • Command Center CONOPS and Design • Evacuation Planning/Signage **Networks and Infrastructure** • Deployment and Integration • Technical Operations • Performance Engineering • Security and Continuity • E-rate Program Delivery	• Enterprise Asset Management • Workforce Management • Billing/Customer Information Systems • Toll/Fare Collection Systems • Intelligent Transportation Systems • Executive Reporting/PMO • Independent Verification and Validation (IV&V) • Enterprise Collaboration • Real Estate Portfolio Optimization • Application Development • Geographic Information Systems

Subcontractor

SDI has teamed with a top tier GIS provider Urban GIS a **local minority** business to provide a complete GIS and IT Integrated Solution. Together, throughout our Proposal we are known as ***the SDI Team***.

What Urban GIS Provides

The Urban GIS team has a proven record of more than 12 years of successfully and continually executing GIS and data oriented projects for a number of government agencies throughout the Chicagoland area and within Cook County. Our vast project experience points to the fact that our knowledge is not limited to County GIS datasets, but also includes the data and systems of other departments within the County, including Cook County Assessor, Building and Zoning, and Highway departments.

Urban GIS Company Background

The primary focus at Urban GIS is the planning, design, and implementation of enterprise information systems. GIS and related technologies are utilized to assist our clients in effectively managing assets, activities, and incidents. We stay on the cutting edge of technology to provide innovative solutions while adhering to proven standards and principles.

The SDI Team Experience

The SDI Team has conducted IT Assessments, Business Process Analysis, Requirements Gathering, Change Management, and implemented GIS solutions to Municipalities and Utilities to manage critical assets and emergency situations for over 20 years. Below is a summary of our experience.

Cook County Assessor's Office - Cook County Ground Imagery Maintenance Project
Urban GIS was part of a team responsible for collecting 360 degree imagery of more than 200,000 parcels throughout Cook County. Vehicles equipped with GPS, high resolution cameras and various data collection equipment was used to create images, location points and attributes for Cook County parcels. In addition to the imagery, the project deliverables included address verification and the collection of a variety of critical property attributes.

South Suburban Mayors & Managers Association (Hazelcrest, IL) - Web Mapping Application Design Services
Using a Sustainable Communities Challenge Grant from the United States Department of Housing and Urban Development, the South Suburban Mayors and Managers Association (SSMMA) funded a multi-jurisdictional strategy known as the Chicago Southland Green TIME (Transit, Intermodal, Manufacturing, Environment) Zone that emphasized development around transit, intermodal freight industries, green manufacturing, and environmental stewardship. The SSMMA strengthened its GIS capabilities in support of these initiatives. Toward this end, Urban GIS and its partner firm, Symbiont, developed an online mapping application for sharing spatial data among all SSMMA member communities. Urban GIS also designed databases so that all of the association's future datasets will meet regional standards.

Country Club Hills, IL - Housing and Landlord Ordinance Management Application
Urban GIS was contracted by the City of Country Club Hills to design and build a Housing and Landlord Ordinance Management Application for the City Manager and Buildings Department. One component of this application is the Landlord Application. This application is part of the City's implementation of a new Crime Free Rental Housing Program to combat crime, drugs, and gangs in small rental properties. The program requires all residential landlords to apply for a Residential Rental License. Through the Landlord Application portal, land lords can apply on-line for certification and also sign up for a required public safety seminar. Other modules in the general application allow City staff in many different departments to track vacant housing and building complaints, map City assets and property, and support the City's efforts to maintain neighborhood health.

City of Chicago, Office of Emergency Management and Communications (OEMC)

- Provided on-site, 24x7x365 system support for over 77 LAN positions
- Conducted Requirements Analysis for the OEMC's Emergency Management application, developed functional and data requirements in conjunction with a number of City departments and external departments and agencies providing real-time information.
- Developed the BOMA Phase II GIS Application, a web-based application and data portal allowing OEMC decision makers access to critical building data and related floor plan data during daily dispatch operations.
- Completed 911 City base map development
- Performed Java Application Development and Application Support
- Performed City-wide emergency evacuation CADD file maintenance
- Upgraded network and security equipment.
- Performed Firewall/security infrastructure assessments and recommendations
- Used GIS and other database technology to analyze and assess various data sets for accuracy, completeness and usability in the City's GIS system
- Manipulated GIS databases to generate tabular and cartographic output
- Assisted departments in converting, building and maintaining graphic and non-graphic databases for GIS applications
- Developed and maintained standards for GIS databases in order to ensure the integrity and agreement between GIS data sets
- Created network analytics for Police and Fire dispatch units
- Resolved issues related to conflicting data by restructuring or developing new data sets
- Troubleshot problems related to GIS database operations encountered by users
- Researched new GIS technology and recommends changes to ensure the City's GIS system operates efficiently
- Trained users on GIS applications
- Sitting member of the GIS Steering Committee for the City of Chicago
- Created Web based GIS map for first responders

Chicago Department of Aviation – Integrated Safety, Security and Operations Command and Control Systems (ISSOCCS) Maintenance and Support at O'Hare and Midway International Airports

In addition to providing support and maintenance; and upgrades and enhancements for security systems at O'Hare and Midway Airports, SDI provides GIS support for the 911 Computer-Aided Dispatch (CAD) Systems at these Airports using Intergraph's GIS-based CAD Applications. This includes data structure(s) required to support the CAD map, sources and formats of map data (i.e. video and access controls, construction), and software and workflows used to create and maintain the CAD maps.

The primary use of the map data in the CAD environment is identification and verification of locations. When the location of an event or unit is related to a unique point, the CAD system can then automatically drive other dispatch-related functionality, including agency response, recommended units, nearby events, special location information (i.e. hazmat, hospital, school, etc.), thus providing greater situational awareness for dispatchers and responders.

SDI also develops and maintains custom reporting tools used with the CAD system, including geographic-based reporting based on customized categories of data, automated reporting based on incident types and locations, and event query tools for ad-hoc reporting.

ComEd

- Translated nearly 50,000 paper maps into computer-tagged image format files (TIFF) to allow for computer map reading.
- Migrated TIFF files into ComEd's computerized mapping system (Smallworld GIS) to create the mapping foundation for the AM/FM system.
- Consolidated material, maintenance and operational data from various sources
- Incorporated maps and data into the company's larger mapping environment, ComEd's Geographical Information System (CE*GIS).
- Provided access to SDI's First Chance Initiative, a group of Chicago-area high school students who are learning to become tomorrow's well-trained labor force.
- Participated as consultants to help ComEd staff add information and applications to the AM/FM system.
- Researched and map additional ComEd locations such as buildings, vaults and power stations to meet ComEd's growth.
- Geo-referenced scanned images of the underground facilities maps as references in white space management.
- Entered existing information from pole history books into spreadsheets
- Brought data up to level of accuracy to perform connectivity checks
- Captured work order changes

Section 4. Key Personnel

The Key Personnel we propose have extensive Project Management, Business Analysis, GIS, Requirements Gathering, Knowledge Management, Change Management, and Application Development experience. Below is a summary of experience for each of our proposed personnel.

Cecelia Bolden, Delivery Executive/Project Manager

Ms. Bolden is an IT professional with 25+ years of consulting experience and expertise, including responsibility for managing diverse multi-million dollar single, concurrent and multi-location and multi-country information technology and operational improvement projects from conception through implementation, within budget and on time for government entities, Fortune 500 and mid-size companies. Ms. Bolden has oversaw large-scale technology implementation projects as well as business process analysis and Strategic IT Planning for numerous local and state government agencies including the City of Chicago, the Chicago Transit Authority, the Metropolitan Water Reclamation District of Greater Chicago, and the State of Illinois. She is currently serving as Delivery Executive for the City of Chicago Department of Information and Technology overseeing implementation of a Time and Attendance System for all departments within the City. Ms. Bolden holds a Masters in Project Management and a B.A. in Psychology.

Keith A. Searles, President of Urban GIS

Mr. Searles is an analytical, results-oriented senior project manager with hands-on approach to solving problems and demonstrated abilities in providing Civil Engineering and Geographic Information Systems (GIS) services. He is a well-rounded engineer with extensive transportation infrastructure experience (roadway, drainage, utilities), and 15 years of GIS consulting experience. Mr. Searles is highly committed with well-developed problem solving abilities and excellent technical writing, communication, presentation and computer skills. He possesses international experience and speaks, reads and writes Spanish with a high level of competency.

Christopher J. Nimmo, Senior GIS Analyst

Mr. Nimmo has more than a decade's experience with GIS and has worked on a wide variety of projects, from analyzing fire station distribution, to designing an online property mapping system, to tracking air pollution, to designing and marketing a street map. He has worked as a consultant to public and private clients, including law firms, political campaigns, and sports leagues. He's been a solo cartographer and has served as a Project Manager in charge of a team of GIS analysts, CAD operators, and programmers. Much of his experience comes from his work in city government in Pittsburgh, Pennsylvania and Providence, Rhode Island. His interest in making the physical environment work well for people is what motivated him to study geography and GIS and later attracted him to work in government.

Section 5. References

The SDI Team invites you to call upon our references who can attest to our ability to provide high quality, on-time service.

SDI REFERENCES

Name of Project:	**Technical Support and Maintenance (2003 – 2010)**
Name of Organization:	**City of Chicago, Office of Emergency Management and Communications (OEMC)**
Contact Person:	Zachary Williams – Director of Information Systems
Address:	1411 W. Madison Avenue Chicago, IL 60602
Telephone Number:	312-746-9236
Email:	ZacharyWilliams@cityofchicago.org

Name of Project:	**Integrated Safety, Security and Operations Command and Control Systems (ISSOCCS) Maintenance and Support at O'Hare International and Midway Airports (1991 – Present)**
Name of Organization:	**Chicago Department of Aviation**
Contact Person:	Ken Warrick, OCC Manager
Address:	O'Hare International Airport T-1 Basement Level 10,000 West O'Hare Chicago, IL 60666
Telephone Number:	(773) 894-5358
Email:	kwarrick@ohare.com

URBAN GIS REFERENCES

Name of Project:	Web Mapping Application Design Services
Name of Organization:	South Suburban Mayors & Managers Association (Hazelcrest, IL)
Contact Person:	Michael Rizzitiello
Address:	1904 174th St, Hazel Crest, IL 60429
Telephone Number:	708.922.4673
Email:	mrizzitiello@cshcdc.org

Name of Project:	Housing and Landlord Ordinance Management Application
Name of Organization:	City of Country Club Hills, IL
Contact Person:	Rudy Maybell, IT Department Head
Address:	4200 West Main Street Country Club Hills, Illinois 60478
Telephone Number:	708.473.1685
Email:	maybell@countryclubhills.org

Name of Project:	Cook County Ground Imagery Maintenance Project
Name of Organization:	Cook County Assessor's Office
Contact Person:	Alan Hobscheid, Manager
Address:	69 W Washington, 27th Floor, Chicago, IL 60643
Telephone Number:	312.603.1699
Email:	Maryjo.horace@cookcountyil.gov

Section 6. Cost Proposal

The SDI Team's total cost for services will be: $375,000 (Three hundred Seventy Five Thousand Dollars).

To maximize the range and depth of services being offered, the SDI Team will provide resources to the CCRD for up to one year. The allotted funding specified for services and will not exceed $375,000. The project will be done on a time and materials basis. The duration, term and specific skills required for each task will be defined at the time of engagement. The overall project duration will be for one year. The budget is based on the project understanding outlined in the Project Scope. The project cost is dependent on a number of factors – level of participation, type of resources needed, and complexity and depth of analysis required – and can be adjusted to accommodate budget and time constraints. Additional consulting services will be discussed by the client and vendor post-delivery of the GIS Pilot Website and IT Assessment.

EXHIBIT 2

City of Chicago Contract No. 23004

Contract Summary Sheet

Contract (PO) Number: 23004

Specification Number: 66760

Name of Contractor: SYSTEM DEVELOPMENT INTEGRATION, INC

City Department: DEPT OF INNOVATION & TECHNOLOGY

Title of Contract: NON TARGET MARKET IT SERVICES-CATEGORY 2: GIS APPLICATION, DEVELOPMENT, SUPPORT & ONGOING MAINTENANCE, CATEGORY 3: ON-SITE & REMOTE DATABASE SUPPORT & ONGOING MAINTENANCE, CATEGORY 4: IT INFRASTRUCTURE DESIGN, CATEGORY 5: MGMT CONSULTING

Term of Contract: Start Date: 12/20/2011

End Date: 4/30/2017

Dollar Amount of Contract (or maximum compensation if a Term Agreement) (DUR):
$6,000,000.00

Brief Description of Work: NON TARGET MARKET IT SERVICES-CATEGORY 2: GIS APPLICATION, DEVELOPMENT, SUPPORT & ONGOING MAINTENANCE, CATEGORY 3: ON-SITE & REMOTE DATABASE SUPPORT & ONGOING MAINTENANCE, CATEGORY 4: IT INFRASTRUCTURE DESIGN, CATEGORY 5: MGMT CONSULTING

Procurement Services Contract Area: PRO SERV CONSULTING $250,000orABOVE

Please refer to the DPS website for Contact information under "Doing Business With The City".

Vendor Number: 1055985
Submission Date: NOV 23 2011

Specification Number: 66760
Contract (PO) Number: 23004
Vendor Code Number: 1055985

PRE-QUALIFIED CONSULTANT POOL AGREEMENT

BETWEEN

THE CITY OF CHICAGO
DEPARTMENT OF INNOVATION AND TECHNOLOGY

AND

SYSTEM DEVELOPMENT INTEGRATION , LLC

NON-TARGET MARKET
INFORMATION TECHNOLOGY AND RELATED SERVICES FOR VARIOUS SCOPE CATEGORIES:

2) GIS APPLICATION DEVELOPMENT, SUPPORT AND ONGOING MAINTENANCE
3) ON-SITE & REMOTE DATABASE SUPPORT AND ONGOING MAINTENANCE
4) IT INFRASTRUCTURE DESIGN
5) MANAGEMENT CONSULTING

RICHARD M. DALEY
MAYOR

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AGREEMENT

This Agreement is entered into as of the Date of Execution, with all required signatures, by and between System Development Integration, LLC ("Consultant"), a Delaware limited liability company authorized to do business in Illinois, and the City of Chicago ("City"), a municipal corporation and home rule unit of local government existing under the Constitution of the State of Illinois, acting through its **DEPARTMENT OF INNOVATION AND TECHNOLOGY** ("Department"), in Chicago, Illinois.

BACKGROUND INFORMATION

The City requires technology consulting services in the area of: GIS Application Development, Support and Ongoing Maintenance; On-Site & Remote Database Support and Ongoing Maintenance; IT Infrastructure Design and Management Consulting. The City advertised and issued a Request for Qualifications ("RFQ") from consultants qualified to perform the Services.

The City evaluated the Consultant's response to the RFQ and found the Consultant to be capable of performing the Services in the area(s) specified on the cover page of this Agreement. The Consultant represents and warrants that it is qualified and competent to perform the Services and has the necessary expertise and knowledge to complete any Services assigned to it in accordance with this Agreement.

The City may, but is not obligated to, issue Task Order Requests within the scope of this Agreement. If the City does so, and the Consultant submits a Proposal that is accepted by the City, the rendering of Services will be in accordance with this Agreement and the Task Order issued pursuant to the Task Order Request and Proposal. The City is not obligated to issue any Task Order Requests nor to issue any Task Orders under this Agreement.

The Consultant warrants that it is ready, willing and able to perform as of the effective date of this Agreement to the full satisfaction of the City.

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

ARTICLE 1. INCORPORATION OF BACKGROUND INFORMATION

The Background Information set forth above is incorporated into and made a part of this Agreement by reference.

ARTICLE 2. DEFINITIONS

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

"Acceptance" shall mean the issuance of a letter by City indicating its acceptance of a Deliverable.

"Acceptance Criteria" shall have the meaning given such term in Section 4.01.

"Acceptance Procedure" shall have the meaning given such term in Section 4.02.

"Account Manager" means the Key Employee of the Consultant who is assigned to the City upon execution of this Agreement and who is the primary contact for the City for all Requests for Service.

"Agreement" means this Pre-Qualified Consultant Pool 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.

"Budget" shall mean the accepted Cost Proposal for the Services to be provided by the Consultant as set forth in a Proposal submitted in response to a Task Order Request.

"Commissioner" means the Commissioner of the City of Chicago, who is the chief executive of a participating City Department, and/or any representative duly authorized to act on his or her behalf.

"Chief Information Officer" or **"CIO"** means the Chief Information Officer of the City of Chicago, who is the chief executive of the Department of Innovation and Technology, and/or any representative duly authorized to act on his behalf.

"Chief Procurement Officer" or **"CPO"** means the Chief Procurement Officer of the City of Chicago, who is the chief executive of the Department of Procurement Services, and/or any representative duly authorized to act on his behalf.

"City" means the City of Chicago.

"City Data" shall mean all data submitted to Consultant by City in connection with any Task Order, including all data which includes images and electronic information related to City employees, City customers, projects, property, payroll, human resources, budget, purchasing, grants, projects and all financial data.

"Comptroller" means the Comptroller of the City of Chicago, who is the chief executive of the Office of the City Comptroller also known as the Department of Finance, and/or any representative duly authorized to act on his behalf.

"Confidential Information" of a party shall mean all confidential or proprietary information and documentation of such party, including with respect to the City, all City Data and other information of the City that is not permitted to be disclosed to third parties under local laws and regulations.

"Consents" shall mean all consents, approvals, authorizations, notices, requests, and acknowledgments that are necessary to allow the (a) City to use the Deliverables, (b) Consultant to perform the Services, and (c) Consultant to assign to the City all rights and title in the Deliverables.

"Consultant" means **SYSTEM DEVELOPMENT INTEGRATION, LLC**

"Cost Proposal" means a cost Proposal prepared by the Consultant in response to a Task Order Request. An accepted Cost Proposal will be the Budget for the project.

"Deliverables" shall mean those tangibles to be provided by the Consultant as described in Section 3.01(C).

"Department" means the Department of Innovation and Technology (DoIT) or other participating City Departments.

"Documentation" shall mean all documentation, written materials, work papers, configurations, manuals, and other work product prepared by or on behalf of the Consultant, its Sub Consultants or agents in connection with providing the Services.

"Fully-Loaded Hourly Rates" shall mean that hourly rate, by particular type of worker, which includes all expenses of the Consultant except for the direct costs specifically set forth in a Task Order.

"**Key Personnel**" shall mean those positions and job titles and the persons assigned to those positions and job titles in accordance with the provisions of Section 3.03(B) of this Agreement.

"**Notice-to-Proceed**" means a written acceptance of a Proposal by both the CIO and CPO and direction to commence Services under a Task Order.

"Project Documents" means this Agreement, the Request for Service, the Task Order and any attachments to them.

"Project Manager" means the Consultant's staff member indicated on each Proposal as the person who will direct and coordinate the execution of the Task Order and who will be the primary contact with the Department.

"**Proposal**" means the detailed description of the Services to be provided by the Consultant in a response to a Task Order Request issued in accordance with Section 3.01(B). Unless otherwise indicated, references to Proposal will be deemed to include the applicable Cost Proposal.

"Provided Resources" has the meaning given in Section 3.02(A)(5).

"RFQ" shall mean that certain Request for Qualifications for Information Technology and Related Services for Various Scope Categories for the Department of Innovation and Technology.

"**Risk Management Office**" means the Risk Management Office in the City's Department of Finance which is under the direction of the Comptroller of the City and is charged with reviewing and analyzing insurance and related liability matters for the City.

"**Services**" means, collectively, the services, duties and responsibilities described in the Project Documents and any and all work necessary to complete them or carry them out fully as required.

"**Sub Consultant**" means any person or entity with whom the Consultant contracts to provide any part of the Services. The term Sub Consultant also includes Sub Consultants of any tier, suppliers and material men, whether or not in privity with the Consultant.

"**Task Order**" means an approved Proposal, as modified by negotiation between the City and Consultant, signed by the CPO and issued pursuant to the Task Order procedures set forth in Exhibit 2.

"**Task Order Request**" **or "TOR"** means a written request from the CIO and the CPO for Consultants to prepare and submit a Proposal, including Cost Proposal for Services relating to a specific project, issued pursuant to the Task Order procedures set forth in Section 3.01B.

"Warranty Period" means the one year period following Acceptance, unless otherwise specified in the Project Documents.

"Work Product" shall include all finished and unfinished originals or copies (when originals are unavailable) of documents, screens, reports, writings, procedural manuals, forms, source and object code, work flow charts, methods, processes, data studies, plans, designs, transformed data, briefs, drawings, maps, models, photographs, files, records, computer printouts, estimates, memoranda, interfaces, computation, papers, supplies, notes, recordings, videotapes, pictorial reproductions, designs or other graphic representations, equipment descriptions, and other materials prepared by the Consultant under this Agreement.

2.01 Incorporation of Exhibits

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

Exhibit 1	Scope of Services and Compensation Schedule
Exhibit 2	Insurance Requirements and Evidence of Insurance
Exhibit 3	Task Order Contract Special Conditions Regarding Minority Business Enterprise Commitment and Women's Business Enterprise Commitment
Exhibit 4	Online Economic Disclosure Statement and Affidavit, Certificate of Filing
Exhibit 5	List of Key Personnel
Exhibit 6	Contractual Requirements Related to HIPAA

ARTICLE 3. DUTIES AND RESPONSIBILITIES OF CONSULTANT

3.01 Scope of Services

A. General

The type of Services which the Consultant may be requested to provide under this Agreement are those described in this Article 3 and Exhibit 1, which is attached to this Agreement and incorporated by reference as if fully set forth here, and all tasks necessary to complete such Services. The Consultant must provide Services in accordance with the standards of performance set forth in Section 3.02.

The Consultant is acting as an independent Consultant in performing under this Agreement and nothing in this Agreement is intended or should be construed as in any way creating or establishing the relationship of partners or joint venturers between the City and the Consultant, or as constituting the Consultant or any officer, owner, employee or agent of the Consultant as an agent, representative or employee of the City for any purpose or in any manner whatsoever.

B. Task Order Requests

1. Task Order Requests.

(a) From time to time the CIO and the CPO may issue Task Order Requests which are within the scope of this Pre-Qualified Consultant Pool Agreement. Task Order Requests, if any, will set forth the project for which Services are to be performed pursuant to the proposed Task Order and a desired completion date. Consultant must respond by proposing a time schedule, Budget, Deliverables, list of key personnel, and MBE/WBE involvement, all of which conform to the terms of the TOR and the terms and conditions of the Pre-Qualified Consultant Pool Agreement. Consultant must not respond to any TOR not approved in writing

and signed by the Commissioner and the Chief Information Officer or designee and/or not within the scope of service for the category awarded in the Pre-Qualified Consultant Pool Agreement. Costs associated with the preparation of Task Order Proposals are not compensable under the Pre-Qualified Consultant Pool Agreement and the City is not liable for any additional costs.

In the event that a project is funded in whole or part with state or federal funds, the Task Order Request may also set forth additional conditions required by the particular source of funds and such additional conditions will become part of this Agreement with respect to that specific project. By accepting a Proposal in response to a particular Task Order Request, this Agreement will be deemed to have been amended to include such special conditions pursuant to Section 12.03 but with respect to that project only. The Consultant will not respond to Task Order Requests which are not within the scope of this Agreement.

Following Consultant's submission of a Proposal in response to the TOR, the Commissioner, the Chief Information Officer and the Chief Procurement Officer will review the Task Order Proposal and may elect to approve it, reject it, or use it as a basis for further negotiations with the Consultant regarding the scope or fee of the project and the project completion date. If the City and the Consultant negotiate the scope or fee of the project and the project completion date, the Consultant must submit a signed revised Task Order Proposal (based upon such negotiations) to the City for approval.

All Task Orders are subject to the approval of the Chief Procurement Officer and no Task Order will become binding upon the City until it is approved, in writing, by the Chief Procurement Officer and Chief Information Officer. Absent approval of a Task Order by the Chief Procurement Officer and Chief Information Officer, the City will not be obligated to pay or have any liability, under any theory of recovery (whether under the Agreement, at law or in equity), to Consultant for any Services provided by Consultant pursuant to a Task Order, or otherwise.

(b) The Task Order Request under this Agreement will fall into two basic categories: (1) Task Order Requests for Advice ("Advice TOR"); and (2) Task Order Requests for Results ("Results TOR"). Advice TOR will ask the Consultant to provide professional consulting services, advice and assist the City. Results TOR will ask the Consultant to complete or implement a project or task for the City, such that contract conformity will be measured by the achievement of acceptance criteria and functional specifications. All Task Order Request will specify Advice or Results type.

(c) The Consultant acknowledges and agrees that the City is under no obligation to issue any Task Order Requests to the Consultant; that the level of Services requested may vary by project; and that the City has entered into similar agreements with other Consultants and, in the CPO's sole discretion, the City may issue a Task Order Request to only one consultant or may issue the same Task Order Request to more than one consultant in order to obtain competitive Proposals.

2. Proposals.

(a) The Consultant will respond to a Task Order Request by submitting a Proposal to the Commissioner and the Chief Information Officer which describes the Consultant's approach and plan for performing those Services and contains a time schedule for completion of Services, Deliverables to be provided and a schedule for delivery, a staffing schedule, and a Cost Proposal, all of which conform to the terms of the Task Order Request and the terms and conditions of this Agreement. Proposals will constitute

irrevocable offers for a period of 60 calendar days after receipt by the City. Any and all costs associated with the preparation of Proposals will not be a reimbursable cost under this Agreement.

(b) Proposals satisfactory to the Commissioner must be accepted on behalf of the City by the CPO before binding the City and Consultant. The City's acceptance will be demonstrated by a Notice-to-Proceed and a Task Order, issued pursuant to the Task Order procedures set forth in Section 3.01B. The Consultant will not commence Services, and the City will not be liable for any costs incurred by or payments to the Consultant, without a Notice-to-Proceed so executed. All approved Proposals will be governed by the terms and conditions of the Project Documents. The Project Documents will be interpreted in the following order of precedence: the terms of this Agreement, Task Order Request, and Task Order (approved Proposal).

Notwithstanding anything to the contrary contained in this Agreement, if any Task Order contains terms that are inconsistent or conflict with this Agreement, or shift the risk allocation contemplated in this Agreement, such Task Order must be treated as an amendment pursuant to Section 12.03. Further, it is contemplated that each Task Order will include scopes of services setting forth the obligations of the Contractor under that Task Order, but the parties recognize that, depending upon the nature of the scope of services, the terms and conditions in this Agreement may not be appropriate for the undertaking contemplated by the Task Order. Therefore, any project for which the terms of this Agreement are deficient as a business and/or legal matter, such as, without limitation, deficient risk allocation provisions or licensing provisions given the nature of the project, must be done by amendment pursuant to Section 12.03.

(c) The Consultant acknowledges and agrees that the City either may select from among those Proposals submitted in response to a Task Order Request that Proposal which is in the best interests of the City or may reject any and all Proposals submitted in response to a Task Order Request. The Consultant further acknowledges and agrees that this Agreement and any Task Order may be subject to approval by other governmental agencies and that, if such approval is required, the Consultant will perform no Services relating to a Proposal until such approval is obtained.

3. Deadlines for Submittal of Proposals. Proposals will be submitted to the Commissioner no later than the date set forth in the Task Order Request and if no date is specified then no later than 15 business days following Consultant's receipt of the Task Order Request. Failure to provide a Proposal on a timely basis may result in rejection of the Proposal.

4. Negotiation Possible. The City reserves the right, at its option, either to accept a Proposal as submitted by the Consultant, reject the Proposal, or to negotiate a more satisfactory Proposal with one or more Consultants.

5. Notice to Proceed.

Consultant will commence its Services immediately upon receipt of an executed Notice to Proceed issued by the Chief Procurement Officer and Chief Information Officer or their authorized designee.

C. Deliverables

1. City Approval Required. In carrying out Services, the Consultant must prepare or provide Deliverables. Deliverables, include but are not limited to various written studies, procedural manuals, forms, source and object code, work flow charts, methods, processes, plans, designs, transformed data, data

studies, interfaces, briefs, drawings, maps, models, photographs, files, records, computer printouts, estimates, memoranda, computation, papers, supplies, notes, recordings, videotapes, pictorial reproductions, designs or other graphic representations, equipment descriptions, and other materials prepared by the Consultant under this Agreement. The City reserves the right to reject any and all Deliverables which in the sole judgment of the City do not adequately represent the intended level of completion or standard of performance, do not include relevant information or data, do not comply with federal, state, or local reporting requirements, or do not include all documents which are specified in this Agreement or the applicable Proposal or which are reasonably necessary for the purposes for which the City made this Agreement with Consultant or for which the City intends to use the Deliverables.

2. Partial Deliverables. 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 Commissioner. Such Deliverables may not be considered as satisfying the requirements of this Agreement. Partial or incomplete Deliverables will in no way relieve Consultant of its commitments hereunder. Deliverables shall not include any work product or intellectual property that existed prior to this Agreement or is created for the general use of Consultant with clients and is not specifically created for the City.

D. Meetings and Project Meetings

The Consultant will meet regularly with the CIO or designee to discuss matters relating to outstanding Projects. In addition, at the CIO's request, the Consultant must attend other meetings with the City or other interested parties designated by the CIO. The CIO reserves the right to require the Consultant to track time and report progress performing Services in a format prescribed by the CIO upon written notice by the CIO.

3.02 Standard of Performance

A. General

1. Professional and Fiduciary. The Consultant will perform all Services required of it under this Agreement with that degree of skill and care normally shown by a professional performing Services of a comparable nature and scope. With respect to the Consultant's duties to the City, the Consultant will be deemed to be acting in a fiduciary capacity for the City and will be held to a fiduciary standard in performing its Services. Nothing contained in this Section, however, shall be construed to relieve Consultant of its obligations pertaining to a Proposal and a Task Order as set forth in Sections 3.01(B)(2) and 3.02(A)(2).

2. Satisfactory Performance. The Consultant will perform or cause to be performed all Services required by the Agreement in accordance with the terms and conditions of this Agreement, in accordance with any federal, state and local laws, statutes, ordinances, regulations and standards applicable to this Agreement, and to the satisfaction of the Commissioner. The Consultant must at all times act in the best interests of the City consistent with the professional and fiduciary obligations assumed by it in entering into this Agreement and will assure timely and satisfactory rendering and completion of its Services, including but not limited to Deliverables.

3. Qualified Personnel. The Consultant must assure that all Services which require the exercise of professional skills or judgment must be accomplished by professionals qualified and competent in the applicable discipline and appropriately licensed, if required by law. The Consultant covenants with the City to furnish its best professional expertise and judgment in furthering the City's interests.

4. Efficiency. The Consultant agrees to furnish efficient business administration and supervision to render and complete the Services at reasonable cost, if furnished on a time and material basis.

5. Compatibility and Integration. The Consultant must ensure that the Services, Deliverables, and other resources and materials (collectively, the "Provided Resources") that are provided by the Consultant to the City, incorporated by Consultant, or approved or recommended by Consultant for use by the City in connection with Services rendered via approved Task Orders, be fully compatible with, and must not materially and adversely affect, or be materially and adversely affected by each other or the other hardware, software, equipment, network components, systems, services and other resources that are owned or leased by, or licensed to the City, as of the Effective Date of the approved Task Order (collectively, City Resources"). At all times, Consultant must cooperate and work as requested with the other services providers of the City to coordinate the development and the provision of Services with the services and systems of such other service providers.

Such coordination shall include: (i) facilitating with such other relevant service providers the timely resolution of all problems that may arise and impact the Services, regardless of the actual or suspected root-cause of such problems, and using all commercially reasonable efforts to obtain and maintain the active participation, cooperation, and involvement of such other services providers as is required for such problem resolution; (ii) providing information concerning any of all of the Provided Resources or the data, computing environment, and technology direction used in implementing and providing the Services; (iii) working with the City's other service providers in the implementation and integration of the Services with the City Resources in City's environment and the integration and interfacing of the services of such other service providers with the Services; (iv) providing reasonable access to and use of the Provided Resources; and (v) performing other reasonably necessary tasks in connection with the Services in order to accomplish the foregoing activities described in this sentence. In the event of any dispute between the parties as to whether a particular service or function falls within the scope of services to be provided by the City's third-party providers (or by the City itself), or within the scope of Services to be provided by the Consultant, such particular service or function shall be considered to be a part of the Services hereunder if it is consistent with, and reasonably inferable to be within, the scope of Consultant's work, as set forth in this Agreement, and it more reasonably would be associated with the scope for Consultant's work than with the scope of the services to be provided by such other service providers.

B. Cooperation

The Consultant will at all times cooperate fully with the City, its agents, employees, consultants, and Sub Consultants; any other parties providing services with respect to this Agreement; and any interested governmental agency. The Consultant will at all times act in the City's best interests. If this Agreement is terminated for any reason, or if it is to expire on its own terms, the Consultant will make every effort to assure an orderly transition to another provider of the Services, if any; an orderly demobilization of its own operations in connection with the Services; uninterrupted provision of Services during any transition period; and will otherwise comply with the reasonable requests and requirements of the Commissioner in connection with the termination or expiration.

C. Failure to Comply

If Consultant fails to comply with the above standards, Consultant will perform again, at its own expense, any and all Services required to be performed again as a direct or indirect result of such failure.

The duty to perform again is in addition to and not a limitation on any other remedies available to the City under this Agreement, at law, or in equity.

D. Related Services

The parties have attempted to delineate in this Agreement and its Exhibits, and will attempt to delineate in each Task Order, the specific tasks, activities, and Services that will be performed by Consultant, and the specific Deliverables that will be provided by Consultant, in the Project. Nevertheless, and notwithstanding anything to the contrary herein, the parties acknowledge and agree that no such delineation may possibly be entirely exhaustive or complete and that all such delineations will be interpreted as illustrations of the general types and natures of Services and Deliverables that are to be provided by Consultant, rather than as complete and exhaustive lists of such Services and Deliverables. Notwithstanding anything to the contrary elsewhere in this Agreement or in any Task Order, the parties agree that the Services to be performed by Consultant with respect to any Project as a whole shall be deemed to include not only such delineated tasks, activities, responsibilities and services, but also such other tasks, activities, responsibilities, and services as are consistent with and reasonably related to those that are so delineated and are otherwise necessary to provide City with the requirements of this Agreement.

3.03 Personnel

A. Adequate Staffing

The Consultant will, immediately upon receiving a fully executed copy of this Agreement, assign during the term of this Agreement and any extension of it an Account Manager who will be the Consultant's designated person to receive Task Order Requests and to submit Proposals. If assigned a Project, the Consultant will, immediately upon receiving a fully executed Task Order, assign during the term of the Project and any extension of it, an adequate staff of competent personnel which is fully equipped, licensed as appropriate, available as needed, qualified and assigned to perform the Services. The Consultant will identify such personnel and their positions in a staffing schedule which will be included in each Proposal.

B. Key Personnel

1. Minimum Requirements. The Consultant's Key Personnel under this Agreement will consist of an Account Manager who will be the contact person for the City and such other personnel as may be named for specific projects in the respective Proposal (see Exhibit 5 for the list of Key Personnel). Changes in the assignment of committed key personnel due to commitments not related to this Agreement are prohibited without the Commissioner's approval. Key personnel may also include other critical members of the project as specified in the Proposal.

2. No Substitutions. The Consultant will not reassign or replace Key Personnel without the written consent of the Commissioner which consent will not be unreasonably withheld. The CPO may at any time in writing notify the Consultant that the City will no longer accept performance of Services under this Agreement by one or more Key Personnel. Upon such notice the Consultant will immediately cease to assign that person or those persons to perform the Services and will replace him or them with personnel qualified to perform the function and acceptable to the Commissioner.

If any Key Personnel furnished by the Consultant to perform Services under this Agreement are unable to continue in the performance of assigned duties for reasons beyond the Consultant's control, the

Consultant shall promptly notify the City, explaining the circumstances. Within 10 days of notification by either party of the need to replace Key Personnel, the Consultant must furnish to the City the name of the substitute person and any other information the City may require. If the City does not approve such substitute person, the Consultant must propose another substitute person within 5 days. Such 5-day cycle will be repeated for a reasonable period until a proposed replacement has been approved by the City or the City has declared an Event of Default.

C. Conduct on City's Premises

Consultant must exercise due care and diligence to prevent any injury to persons or damage to property while on the City's premises. The operation of vehicles by and Consultant personnel on City's property must conform to posted and other regulations and safe driving practices. Vehicular accidents on City's property and involving any Consultant personnel must be reported promptly to the appropriate City personnel. Consultant convenants that it and its Subcontractors, and their respective employees, agents and representatives (including all Consultant personnel), shall at all times comply with, and shall at no time take action that results in the City being in violation of, any federal, state, local law, ordinance, regulation, or rule, including those regarding use or possession of contraband and those regarding confidentiality, privacy, security, or exportation.

D. Salaries and Wages

The Consultant must pay, and cause each of its Sub Consultants to pay, salaries and wages due to all employees of the Consultant and its Sub Consultants, respectively, performing Services under this Agreement unconditionally and at least once a month without deduction or rebate on any account, except only for such payroll deductions as are mandatory by law or are permitted under applicable law and regulations. If, in the performance of this Agreement, the Consultant or any Sub Consultant underpays any such salaries or wages, the Comptroller may withhold, out of payments due to the Consultant, an amount sufficient to pay to employees underpaid the difference between the salaries or wages required to be paid under this Agreement or the applicable subcontract 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 the Consultant to the respective employees to whom they are due. The parties acknowledge that this section is solely for the benefit of the City and that it does not grant any third party beneficiary rights.

3.04 Minority and Women Business Enterprises

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 Municipal Code of Chicago (**"Municipal Code"**), §§ 2-92-420 *et seq.* (1990), except to the extent waived by the Chief Procurement Officer and the Special Conditions Regarding MBE/WBE Commitment for Task Order Contracts set forth in Exhibit 3.

Consultant will provide a fully executed Schedule D-3 with each Task Order Proposal which indicates the individual M/WBE percentage goals established for each specific project at the Task Order level. A separate Schedule C-3 for each proposed M/WBE Sub Consultant will also be required at the Task Order level, and will become a part of the Project Documents upon acceptance by the Commissioner and CPO. The City reserves the rights to require replacement of any proposed M/WBE that is not certified by the City of Chicago and/or increase or decrease the M/WBE compliance participation based on the available pool of City of Chicago certified Minority and Women owned businesses.

Each Consultant will be required to submit an MBE/WBE Utilization Report, as included in Exhibit 3, and supporting documentation within ninety (90) days after award of Task Order and quarterly thereafter to the City of Chicago, Office of Compliance, Supplier Diversity Program, 333 S. State Street, Suite 320, Chicago, Illinois 60602. The MBE/WBE Utilization Reports must reflect actual amounts paid to each MBE/WBE to date based on percentages of total contract value.

3.05 Ownership of Documents

All Deliverables, data, findings or information in any form prepared, assembled or encountered by or provided to Consultant under this Agreement are property of the City, including, as further described in Section 3.06 below, all copyrights inherent in them or their preparation. During performance of its Services, Consultant is responsible for any loss or damage to the Deliverables, data, findings or information while in Consultant's or any Sub Consultant's possession. Any such lost or damaged Deliverables, data, findings or information must be restored at the expense of Consultant. If not restorable, Consultant must bear the cost of replacement and of any loss suffered by the City on account of the destruction, as provided in Section 9.02.

3.06 Copyright Ownership

Consultant and the City intend that, to the extent permitted by law, the Deliverables to be produced by Consultant at the City's instance and expense under this Agreement are conclusively deemed "**works made for hire**" within the meaning and purview of Section 101 of the United States Copyright Act, 17 U.S.C. §101 *et seq.*, and that the City will be the sole copyright owner of the Deliverables and of all aspects, elements and components of them in which copyright can subsist, and of all rights to apply for copyright registration or prosecute any claim of infringement.

To the extent that any Deliverable does not qualify as a "work made for hire," Consultant hereby irrevocably grants, conveys, bargains, sells, assigns, transfers and delivers to the City, its successors and assigns, all right, title and interest in and to the copyrights and all U.S. and foreign copyright registrations, copyright applications and copyright renewals for them, and other intangible, intellectual property embodied in or pertaining to the Deliverables prepared for the City under this Agreement, and all goodwill relating to them, free and clear of any liens, claims or other encumbrances, to the fullest extent permitted by law. Consultant will, and will cause all of its Sub Consultants, employees, agents and other persons within its control to, execute all documents and perform all acts that the City may reasonably request in order to assist the City in perfecting its rights in and to the copyrights relating to the Deliverables, at the sole expense of the City. Consultant warrants to the City, its successors and assigns, that on the date of transfer Consultant is the lawful owner of good and marketable title in and to the copyrights for the Deliverables and has the legal rights to fully assign them. Consultant further warrants that it has not assigned and will not assign any copyrights and that it has not granted and will not grant any licenses, exclusive or nonexclusive, to any other party, and that it is not a party to any other agreements or subject to any other restrictions with respect to the Deliverables. Consultant warrants that the Deliverables are complete, entire and comprehensive, and that the Deliverables constitute a work of original authorship.

3.07 Records and Audits

A. Records

(1) Consultant must deliver or cause to be delivered to the City all documents, including all Deliverables prepared for the City under the terms of this Agreement, promptly in accordance with the time limits prescribed in this Agreement, and if no time limit is specified, then upon reasonable

demand for them or upon termination or completion of the Services under this Agreement. If Consultant fails to make such delivery upon demand, then Consultant must pay to the City any damages the City may sustain by reason of Consultant's failure.

(2) Consultant must maintain any such records including Deliverables not delivered to the City or demanded by the City for a period of 5 years after the final payment made in connection with this Agreement. Consultant must not dispose of such documents following the expiration of this period without notification of and written approval from the City in accordance with Article 13.

B. Audits

(1) Consultant and any of Consultant's Sub Consultants must furnish the Department with all information that may be requested pertaining to the performance and cost of the Services. Consultant must maintain records showing actual time devoted and costs incurred. Consultant must keep books, documents, papers, records and accounts in connection with the Services open to audit, inspection, copying, abstracting and transcription and must make these records available to the City and any other interested governmental agency, at reasonable times during the performance of its Services.

(2) To the extent that Consultant conducts any business operations separate and apart from the Services required under this Agreement using, for example, personnel, equipment, supplies or facilities also used in connection with this Agreement, then Consultant must maintain and make similarly available to the City detailed records supporting Consultant's allocation to this Agreement of the costs and expenses attributable to any such shared usages.

(3) Consultant must maintain its books, records, documents and other evidence and adopt accounting procedures and practices sufficient to reflect properly all costs of whatever nature claimed to have been incurred and anticipated to be incurred for or in connection with the performance of this Agreement. This system of accounting must be in accordance with generally accepted accounting principles and practices, consistently applied throughout.

(4) No provision in this Agreement granting the City a right of access to records and documents is intended to impair, limit or affect any right of access to such records and documents which the City would have had in the absence of such provisions.

(5) The City may in its sole discretion audit the records of Consultant or its Sub Consultants, or both, at any time during the term of this Agreement or within five years after the Agreement ends, in connection with the goods, work, or Services provided under this Agreement. Each calendar year or partial calendar year is considered an "audited period." If, as a result of any such audit, it is determined that Consultant or any of its Sub Consultants has overcharged the City in the audited period, the City will notify Consultant. Consultant must then promptly reimburse the City for any amounts the City has paid Consultant due to the overcharges and also some or all of the cost of the audit, as follows:

(a) If the audit has revealed overcharges to the City representing less than 5% of the total value, based on the Agreement prices, of the goods, work, or Services provided in the audited period, then the Consultant must reimburse the City for 50% of the cost of the audit and 50% of the cost of each subsequent audit that the City conducts;

(b) If, however, the audit has revealed overcharges to the City representing 5% or more of the total value, based on the Agreement prices, of the goods, work, or Services provided in the audited period, then Consultant must reimburse the City for the full cost of the audit and of each subsequent audit.

Failure of Consultant to reimburse the City in accordance with subsection (a) or (b) above is an event of default under Section 11.01 of this Agreement, and Consultant will be liable for all of the City's costs of collection, including any court costs and attorneys' fees.

3.08 Subcontracts and Assignments

A. Consultant must not assign, delegate or otherwise transfer all or any part of its rights or obligations under this Agreement: (i) unless otherwise provided for elsewhere in this Agreement; or (ii) without the express written consent of the CPO and the Commissioner. The absence of such a provision or written consent voids the attempted assignment, delegation or transfer and is of no effect as to the Services or this Agreement. No approvals given by the CPO, including approvals for the use of any Sub Consultants, operate to relieve Consultant of any of its obligations or liabilities under this Agreement.

B. All Sub Consultants are subject to the prior approval of the CPO. Approval for the use of any Sub Consultant in performance of the Services is conditioned upon performance by the Sub Consultant in accordance with the terms and conditions of this Agreement. If any Sub Consultant fails to perform the Services in accordance with the terms and conditions of this Agreement to the satisfaction of the Commissioner, the City has the absolute right upon written notification to immediately rescind approval and to require the performance of this Agreement by Consultant personally or through any other City-approved Sub Consultant. Any approval for the use of Sub Consultants in the performance of the Services under this Agreement under no circumstances operates to relieve Consultant of any of its obligations or liabilities under this Agreement.

C. Consultant, upon entering into any agreement with a Sub Consultant, must furnish upon request of the CPO or the Department a copy of its agreement. Consultant must ensure that all subcontracts contain provisions that require the Services be performed in strict accordance with the requirements of this Agreement, provide that the Sub Consultants are subject to all the terms of this Agreement and are subject to the approval of the Commissioner and the CPO. If the agreements do not prejudice any of the City's rights under this Agreement, such agreements may contain different provisions than are provided in this Agreement with respect to extensions of schedule, time of completion, payments, guarantees and matters not affecting the quality of the Services.

D. Consultant must not transfer or assign any funds or claims due or to become due under this Agreement without the prior written approval of the CPO. The attempted transfer or assignment of any funds, either in whole or in part, or any interest in them, which are due or to become due to Consultant under this Agreement, without such prior written approval, has no effect upon the City.

E. Under § 2-92-245 of the Municipal Code, the CPO may make direct payments to Sub Consultants for Services performed under this Agreement. Any such payment has the same effect as if the City had paid Consultant that amount directly. Such payment by the City to Consultant's Sub Consultant under no circumstances operates to relieve Consultant of any of its obligations or liabilities under this Agreement. This section is solely for the benefit of the City and does not grant any third party beneficiary rights.

F. The City reserves the right to assign or otherwise transfer all or any part of its interests under this Agreement to any successor.

3.09 Confidentiality

A. All Deliverables and reports, data, findings or information in any form prepared, assembled or encountered by or provided by Consultant under this Agreement are property of the City and are confidential, except as specifically authorized in this Agreement or as may be required by law. Consultant must not allow the Deliverables to be made available to any other individual or organization without the prior written consent of the City. Further, all documents and other information provided to Consultant by the City are confidential and must not be made available to any other individual or organization without the prior written consent of the City. Consultant must implement such measures as may be necessary to ensure that its staff and its Sub Consultants are bound by the confidentiality provisions in this Agreement. If any of the foregoing requires the disclosures of any proprietary information or Confidential Information of Consultant to any third party, such third party shall be required to enter into a reasonable confidentiality agreement with the City, with terms substantially equivalent to those of this Agreement regarding the protection of confidential Information.

B. Consultant must not issue any publicity news releases or grant press interviews, and except as may be required by law during or after the performance of this Agreement, disseminate any information regarding its Services or the project to which the Services pertain without the prior written consent of the Commissioner.

C. If Consultant is presented with a request for documents by any administrative agency or with a subpoena duces tecum regarding any records, data or documents which may be in Consultant's possession by reason of this Agreement, Consultant must immediately give notice to the Commissioner and the Corporation Counsel for the City with the understanding that the City will have the opportunity to contest such process by any means available to it before the records, data or documents are submitted to a court or other third party. Consultant, however, is not obligated to withhold the delivery beyond the time ordered by a court or administrative agency, unless the subpoena or request is quashed or the time to produce is otherwise extended.

D. HIPPA and AIDS Confidentiality Act. To the extent not defined here the capitalized terms below and in Exhibit 6 will have the meanting as set forth in the Health Insurance Portability and Accountability Act (Act). See 45 CFR parts 160, 162, and 164. Consultant and all its subcontractors must comply with the Act and all rules and regulations applicable to it including the Privacy Rule, which sets forth the Standards for Privacy of Individually Indetifiable Health Information at 45 CFR part 160 and part 164 subparts A and E: the Standards for Electronic Transaction, which are located at 45 CFR parts 160 and 162 and the Security Standards, which are located at 45 CFR parts 160, 162 and 164. Consultant must also comply with the Illinois AIDS Confidentiality Act (410 ILCS 305/1 through 16) and the rules and regulations of the Illinois Department of Public Health promulgated under it. If Consultant fails to comply with the applicable provision under the ACT or the Illinois AIDS Confidentiality Act, such failure will constitute an event of default under this Agreement for which no opportunity for cure will be provided.

Additionally, if Consultant is a Business Associate it must comply with all requirements of the Act applical to Business Associates including the provision contaned in Exhibit 6.

3.10 City's Policies and Procedures

Consultant covenants that it, the Consultant personnel, Sub Consultants of Consultant and their respective employees, and all other agents and representatives of Consultant or its Sub Consultants, shall at all times comply with and abide by all policies and procedures of City (as such may exist or be revised or established by City from time to time) that reasonably pertain to Consultant in connection with Consultant's performance hereunder, including all such policies that pertain to conduct on City's premises, use or possession of contraband, or the access to, or security and confidentiality of, City's information technology, data, or resources, or related systems, networks, equipment, property, or facilities. No such policies shall override the express provisions of this Agreement relating to ownership of Consultant's proprietary information. Written copies of such policies and procedures shall be provided to Consultant by City upon request. Prior to performing Services hereunder, each of the Consultant personnel who will have access to City's data, software, or Confidential Information shall execute City's standard form confidentiality agreements. Consultant shall issue to each Consultant personnel appropriate access mechanisms (e.g., access IDs, passwords, and access cards), which mechanisms shall be used only by the specific individuals to whom issued. Consultant shall provide each Consultant personnel with only the level of access that is appropriate and required to perform the tasks and functions for which such person is responsible. Consultant shall, from time to time, and promptly upon City's request, provide City with an updated list of those Consultant personnel who have the highest level of access to City's systems, software and data. Consultant shall maintain and ensure the confidentiality and security of City's information systems, networks, software and data in accordance with the terms of this Agreement, and shall, in any event, treat all such materials with a level of security at least equivalent to that then being maintained by: (i) City with respect to such materials; and (ii) Consultant with respect to its own similar systems and data. Consultant shall cooperate with City in ensuring Consultant's compliance with the policies and procedures described in this Section 3.10, and any violations or disregard of such policies or procedures shall, in addition to all other available rights and remedies of City, be cause for denial of access or use by the applicable Consultant personnel to City's information systems, networks, equipment, property and facilities.

ARTICLE 4. RESULTS TOR ACCEPTANCE TESTING CRITERIA AND PROCEDURES

4.01 Development of Acceptance Test

Each Task Order Request will contain functional specifications and a general statement of acceptance criteria for the Deliverables ("General Acceptance Criteria"). After reviewing the Proposal, and prior to issuing the Notice-to-Proceed, the City will propose a detailed, comprehensive set of acceptance criteria for each Deliverable designed to objectively verify the performance of each Deliverable or the Deliverables as whole ("Detailed Acceptance Criteria"). The City and the Consultant will mutually agree upon the Detailed Acceptance Criteria. The Detailed Acceptance Criteria will be contained in the Project Documents. As used here, the term "Acceptance Criteria" referes to the General Acceptance Criteria until the parties agree on the Detailed Acceptance Criteria and thereafter shall refer to the General Acceptance Criteria and the Detailed Acceptance Criteria, collectively.

4.02. Acceptance Procedures

A. Upon issuing a Notice-to-Proceed, the City will propose and the Consultant shall agree in writing on detailed, compreshensive acceptance procedures for the Deliverables ("Acceptance Procedures"). The Acceptance Procedures must include the provisions of this Section 4.02. Each submittal of a Deliverable by Consultant shall be accompanied by a written certificate from the Consultant that such Deliverable has met its Acceptance Criteria ("Completion Certificate"). Upon delivery of the Completion Certificate, the Consultant shall also provide a complete copy of the Deliverable to the City.

B. At the City's request, the Consultant will demonstrate to the City how the Deliverable meets or satisfies its Acceptance Criteria. The Consultant will conduct any additional review and/or testing of a Deliverable that the City requests in order to verify to its satisfaction that the Deliverable meets or satisfies the Acceptance Criteria. If the City determines that any submitted Deliverable does not perform the requirements specified by such Deliverable's Acceptance Criteria, the City will provide the Consultant with written notice specifying the identified failures. The Consultant must cure as promptly as possible any such failures and deficiencies and will apply necessary resources to perform such cure. After completing such cure, the Consultant must resubmit the Deliverable for review testing and must resubmit the Deliverable to the City along with a Completion Certificate. Disputes regarding claimed failures and deficiencies will be resolved pursuant to the disputes provision of Article 10.

ARTICLE 5. DURATION OF AGREEMENT

5.01 Term of Performance

This Agreement will take effect from the date of execution through April 30, 2017 or until the Agreement is terminated in accordance with its terms, whichever occurs first.

5.02 Timeliness of Performance

(A) Consultant must provide the Services and Deliverables within the time limits required under any Task Order pursuant to the provisions of Section 3.01 and Exhibit 1. **Further, Consultant acknowledges that TIME IS OF THE ESSENCE and that the failure of Consultant to comply with the required time limits may result in economic or other losses to the City.**

(B) Neither Consultant nor Consultant's agents, employees or Sub Consultants is entitled to any damages from the City, nor is any party entitled to be reimbursed by the City, 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 City.

ARTICLE 6. COMPENSATION

6.01 Basis of Payment

Each Task Order Request will specify the basis of payment for the satisfactory performance of the Services requested and will either be lump sum, hourly rate, time and materials with a guaranteed maximum price or such other method as specified in the Task Order Request. In each case where the Consultant is to be compensated based on an hourly rate, the Budget will specify a maximum payment that cannot be exceeded without an amendment.

The City will pay Consultant for completed Services and accepted Deliverables based on the defined basis of payment and in accordance with the Compensation Schedule shown in Exhibit 1 for each TOR.

6.02 Budget for Services

As provided in Section 3.01, the Consultant will prepare a Cost Proposal as part of each Proposal. The Cost Proposal for each Proposal will be deemed approved upon approval of the Task Order. The Consultant will prepare its Cost Proposal in accordance with the basis of payment specified in the applicable Task Order Request, either lump sum, hourly rate, or time and materials with a guaranteed maximum price or such other method as specified in the Task Order Request. If a time and materials basis is specified, the Consultant will estimate the number of hours to complete the project and calculate the guaranteed maximum price based upon its Fully-Loaded Hourly Rates. A Cost Proposal which does not conform to the specified basis of payment may be cause for rejection of the Proposal.

6.03 Method of Payment

The method of payment depends on the basis of payment. The method of payment will be specified in the Task Order Request. Payment will be made using the following processes:

For lump sum compensation, the Consultant will submit periodic invoices which may prorate the lump sum on the basis of milestone Deliverables provided. For hourly rate compensation (time and materials), the Consultant will submit monthly invoices for the hours and direct costs incurred during the month and will explain any variances from the Budget.

The Project Documents will specify a percentage of the compensation that will be retained by the City from every invoice until all Deliverables have been accepted as provided in this Agreement ("Retainage"). In no event shall the Retainage be less than 10%. The Project Documents may specify a higher Retainage percentage.

All invoices will be submitted in a format and detail acceptable to the City. Upon request by the City, the Consultant will supply original time sheets, payroll registers, invoices, and such other documentation as may be necessary to support the amount invoiced. No invoices will be submitted for under $500.00 unless they are submitted for final payment/project close-out. If Consultant has an invoice for less than $500 and it is not the final payment/project close-out, the Consultant will hold the invoice and submit it the next time the total exceeds $500.

The City will process invoices for payment within 60 days after receipt of properly completed and signed invoices accompanied by all necessary supporting documents verifying all costs related to each TOR.

6.04 Funding

This is a Depends Upon Requirements (DUR) Agreement. The City is under no obligation to award any Task Orders pursuant to this Agreement. Any payments under this Agreement will be made from Fund No. 009-0100-0062005-0138-220138 and various other funds and are subject to the appropriation and availability of funds therein. The maximum amount to be encumbered under this fund for disbursement pursuant to this Agreement ("Maximum Compensation") for all categories shall not exceed $6,000,000.00. Actual expenditures under this Agreement will depend upon requirements.

6.05 Non-Appropriation

If no funds or insufficient funds are appropriated and budgeted in any fiscal period of the City for payments to be made under this Agreement, then the City 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 except that no payments will be made or due to Consultant under this Agreement beyond those amounts appropriated and budgeted by the City to fund payments under this Agreement.

6.06 Sub Consultant Payments

Consultant must submit a status report of Sub Consultant payments with each invoice for the duration of the Agreement on the "Sub Consultant Payment Certification" form required by the City. The form can be downloaded from the City's website at http://www.cityofchicago.org/webportal/COCWebPortal/COC_EDITORIAL/subcompliance.pdf. The statement must list the following for Consultant and for each Sub Consultant and supplier for the period for which payment is requested:

(i) Total amount invoiced by the Consultant for the prior month;
(ii) The name of each particular Sub Consultant or supplier utilized during the prior month;
(iii) Indication if the Sub Consultant or supplier is acting as an MBE, WBE, DBE, or non-certified firm on this Agreement;
(iv) The Consultant /supplier number of each Sub Consultant or supplier;
(v) Total amount invoiced that is to be paid to each Sub Consultant or supplier.

If a Sub Consultant has satisfactorily completed its Services, or provided specified materials in accordance with the requirements of the Agreement, Consultant must pay Sub Consultant for such work or materials within fourteen (14) calendar days of Consultant receiving payment from the City.

ARTICLE 7. COMPLIANCE WITH ALL LAWS

7.01 Compliance with All Laws Generally

(A) Consultant must observe and comply with all applicable federal, state, county and municipal laws, statutes, ordinances and executive orders, in effect now or later and whether or not they appear in this Agreement, including those set forth in this Article 7, and Consultant must pay all taxes and obtain all licenses, certificates and other authorizations required by them. Consultant must require all Sub Consultants to do so, also. Further, Consultant must execute an Economic Disclosure Statement and Affidavit ("**EDS**") in the form attached to this Agreement as Exhibit 4. Notwithstanding acceptance by the City of the EDS, Consultant's failure in the EDS to include all information required under the Municipal Code renders this Agreement voidable at the option of the City. Consultant must promptly update its EDS(s) on file with the City whenever any information or response provided in the EDS(s) is no longer complete and accurate.

(B) Notwithstanding anything in this Agreement to the contrary, references to a statute or law are considered to be a reference to (i) the statute or law as it may be amended from time to time; (ii) all regulations and rules pertaining to or promulgated pursuant to the statute or law; and (iii) all future statutes, laws, regulations, rules and executive orders pertaining to the same or similar subject matter.

(C) The Consultant understands and will abide by the terms of Chapter 2-55 of the Municipal Code of Chicago.

The Consultant will comply with Section 2-154-020 of the Municipal Code of Chicago.

Failure by the Consultant or any controlling person (as defined in Section 1-23-101 of the Municipal Code of Chicago) thereof to maintain eligibility to do business with the City of Chicago as required by Section 1-23-030 of the Municipal Code of Chicago shall be grounds for termination of this Agreement.

7.02 Nondiscrimination

(1) **Consultant**

Consultant must comply with applicable federal, state, and local laws and related regulations prohibiting discrimination against individuals and groups.

(a) **Federal Requirements**

Consultant must not engage in unlawful employment practices, such as (1) failing or refusing to hire or discharging any individual, or otherwise discriminating against any individual with respect to compensation or the terms, conditions, or privileges of the individual's employment, because of the individual's race, color, religion, sex, age, handicap/disability or national origin; or (2) limiting, segregating or classifying Consultant's employees or applicants for employment in any way that would deprive or tend to deprive any individual of employment opportunities or otherwise adversely affect the individual's status as an employee, because of the individual's race, color, religion, sex, age, handicap/disability or national origin.

Consultant must comply with, and the procedures Consultant utilizes and the Services Consultant provides under this Agreement must comply with, the Civil Rights Act of 1964, 42 U.S.C. sec. 2000e *et seq*. (1981), as amended and the Civil Rights Act of 1991, P.L. 102-166. Attention is called to: Exec. Order No. 11246, 30 Fed. Reg. 12,319 (1965), reprinted in 42 U.S.C. 2000e note, as amended by Exec. Order No. 11375, 32 Fed. Reg. 14,303 (1967) and by Exec. Order No. 12086, 43 Fed. Reg. 46,501 (1978); Age Discrimination Act, 42 U.S.C. §§ 6101-6106 (1981); Age Discrimination in Employment Act, 29 U.S.C. §§621-34; Rehabilitation Act of 1973, 29 U.S.C. §§ 793-794 (1981); Americans with Disabilities Act, 42 U.S.C. §12101 *et seq*.; 41 C.F.R. Part 60 *et seq*. (1990); and all other applicable federal statutes, regulations and other laws.

(b) **State Requirements**

Consultant must comply with, and the procedures Consultant utilizes and the Services Consultant provides under this Agreement must comply with, the Illinois Human Rights Act, 775 ILCS 5/1-101 *et seq*. (1990), as amended and any rules and regulations promulgated in accordance with it, including the Equal Employment Opportunity Clause, 44 Ill. Admin. Code § 750 Appendix A. Furthermore, Consultant must comply with the Public Works Employment Discrimination Act, 775 ILCS 10/0.01 *et seq*. (1990), as amended, and all other applicable state statutes, regulations and other laws.

(c) **City Requirements**

Consultant must comply with, and the procedures Consultant utilizes and the Services Consultant provides under this Agreement must comply with, the Chicago Human Rights Ordinance, ch. 2-160, Section 2-160-010 *et seq*. of the Municipal Code of Chicago (1990), as

amended, and all other applicable City ordinances and rules.

(2) **Sub Consultants**

Consultant must incorporate all of this Section 7.02 by reference in all agreements entered into with any suppliers of materials, furnisher of services, Sub Consultants of any tier, and labor organizations that furnish skilled, unskilled and craft union skilled labor, or that may provide any such materials, labor or services in connection with this Agreement. Further, Consultant must furnish and must cause each of its Sub Consultant(s) to furnish such reports and information as requested by the federal, state, and local agencies charged with enforcing such laws and regulations, including the Chicago Commission on Human Relations.

7.03 Office of Compliance

It is the duty of any bidder, proposer, Consultant, contractor, all Sub Consultants, and every applicant for certification of eligibilty for a City Agreement or program, and all officers, directors, agents, partners and employees of any bidder, proposer, Consultant or such applicant to cooperate with the Office of Compliance in any investigation or audit pursuatnt to Chapter 2-26 of the Municipal Code of Chicago. The Consultant understands and will abide by all provisions of Chapter 2-26 of the Municipal Code of Chicago. All subcontracts will inform Sub Consultants of this provision and require understanding and compliance with it.

7.04 Inspector General

It is the duty of any bidder, proposer or Consultant, all Sub Consultants, every applicant for certification of eligibility for a City contract or program, and all officers, directors, agents, partners and employees of any bidder, proposer, Consultant, Sub Consultant or such applicant to cooperate with the Inspector General in any investigation or hearing undertaken pursuant to Chapter 2-56 of the Municipal Code of Chicago. Consultant understands and will abide by all provisions of Chapter 2-56 of the Municipal Code of Chicago. All subcontracts must inform Sub Consultants of the provision and require understanding and compliance with it.

7.05 MacBride Ordinance

The City of Chicago through the passage of the MacBride Principles Ordinance seeks to promote fair and equal employment opportunities and labor practices for religious minorities in Northern Ireland and provide a better working environment for all citizens in Northern Ireland.

In accordance with Section 2-92-580 of the Municipal Code of the City of Chicago, if the primary consultant conducts any business operations in Northern Ireland, the consultant must make all reasonable and good faith efforts to conduct any business operations in Northern Ireland in accordance with the MacBride Principles for Northern Ireland as defined in Illinois Public Act 85-1390 (1988 Ill. Laws 3220).

The provisions of this Section 7.05. do not apply to contracts for which the City receives funds administered by the United States Department of Transportation, except to the extent Congress has directed that the Department of Transportation not withhold funds from states and localities that choose to implement selective purchasing policies based on agreement to comply with the MacBride Principles for Northern Ireland, or to the extent that such funds are not otherwise withheld by the Department of Transportation.

7.06 Business Relationships with Elected Officials

Pursuant to Section 2-156-030(b) of the Municipal Code of the City of Chicago, it is illegal for any elected official of the City, or any person acting at the direction of such official, to contact, either orally or in writing, any other City official or employee with respect to any matter involving any person with whom the elected official has a business relationship, or to participate in any discussion in any City Council committee hearing or in any City Council meeting or to vote on any matter involving the person with whom an elected official has a business relationship. **Violation of Section 2-156-030(b) by any elected official with respect to this Agreement is grounds for termination of this Agreement.** The term business relationship is defined as set forth in Section 2-156-080 of the Municipal Code of Chicago.

Section 2-156-080 defines a **"business relationship"** as any contractual or other private business dealing of an official, or his or her spouse, or of any entity in which an official or his or her spouse has a financial interest, with a person or entity which entitles an official to compensation or payment in the amount of $2,500 or more in a calendar year; provided, however, a financial interest shall not include: (i) any ownership through purchase at fair market value or inheritance of less than one percent of the share of a corporation, or any corporate subsidiary, parent or affiliate thereof, regardless of the value of or dividends on such shares, if such shares are registered on a securities exchange pursuant to the Securities Exchange Act of 1934, as amended; (ii) the authorized compensation paid to an official or employee for his office or employment; (iii) any economic benefit provided equally to all residents of the City; (iv) a time or demand deposit in a financial institution; or (v) an endowment or insurance policy or annuity contract purchased from an insurance company. A "contractual or other private business dealing" shall not include any employment relationship of an official's spouse with an entity when such spouse has no discretion concerning or input relating to the relationship between that entity and the City.

7.07 Chicago "Living Wage" Ordinance

(A) Section 2-92-610 of the Municipal Code provides for a living wage for certain categories of workers employed in the performance of City contracts, specifically non-City employed security guards, parking attendants, day laborers, home and health care workers, cashiers, elevator operators, custodial workers and clerical workers ("**Covered Employees**"). Accordingly, pursuant to Section 2-92-610 and regulations promulgated under it:

(1) If Consultant has 25 or more full-time employees, and

(2) If at any time during the performance of this Agreement, Consultant and/or any Sub Consultant or any other entity that provides any portion of the Services (collectively "**Performing Parties**") uses 25 or more full-time security guards, or any number of other full-time Covered Employees, then

(3) Consultant must pay its Covered Employees, and must ensure that all other Performing Parties pay their Covered Employees, not less than the minimum hourly rate as determined in accordance with this provision (the "**Base Wage**") for all Services performed under this Agreement.

(B) Consultant's obligation to pay, and to ensure payment of, the Base Wage will begin at any time during the term of this Agreement when the conditions set forth in (A)(1) and (A)(2) above are met, and will continue until the end of the term of this Agreement.

(C) As of July 1, 2010, the Base Wage is $11.03 per hour, and each July 1 thereafter, the Base Wage will be adjusted using the most recent federal poverty guidelines for a family of four as published annually by the U.S. Department of Health and Human Services, to constitute the following: the poverty guidelines for a family of four divided by 2000 hours or the current base wage, whichever is higher. The currently applicable Base Wage is available from the Department of Procurement Services. At all times during the term of this Agreement, Consultant and all other Performing Parties must pay the Base Wage (as adjusted in accordance with the above). If the payment of prevailing wages is required for Services done under this Agreement, and the prevailing wages for Covered Employees are higher than the Base Wage, then Consultant and all other Performing Parties must pay the prevailing wage rates.

(D) Consultant must include provisions in all subcontracts requiring its Sub Consultants to pay the Base Wage to Covered Employees. Consultant agrees to provide the City with documentation acceptable to the CPO demonstrating that all Covered Employees, whether employed by Consultant or by a Sub Consultant, have been paid the Base Wage, upon the City's request for such documentation. The City may independently audit Consultant and/or Sub Consultants to verify compliance with this section. Failure to comply with the requirements of this section will be an event of default under this Agreement, and further, failure to comply may result in ineligibility for any award of a City contract or subcontract for up to 3 years.

(E) Not-for-Profit Corporations: If Consultant is a corporation having federal tax-exempt status under Section 501(c)(3) of the Internal Revenue Code and is recognized under Illinois not-for-profit law, then the provisions of subsections (A) through (D) above do not apply.

7.08 Environmental Warranties and Representations

In accordance with Section 11-4-1600(e) of the Municipal Code of Chicago, Consultant warrants and represents that it, and to the best of its knowledge, its Sub Consultants have not violated and are not in violation of the following sections of the Code (collectively, the Waste Sections):

7-28-390 Dumping on public way;
7-28-440 Dumping on real estate without permit;
11-4-1410 Disposal in waters prohibited;
11-4-1420 Ballast tank, bilge tank or other discharge;
11-4-1450 Gas manufacturing residue;
11-4-1500 Treatment and disposal of solid or liquid waste;
11-4-1530 Compliance with rules and regulations required;
11-4-1550 Operational requirements; and
11-4-1560 Screening requirements.

During the period while this Agreement is executory, Consultant's or any SubConsultant's violation of the Waste Sections, whether or not relating to the performance of this Agreement, constitutes a breach of and an event of default under this Agreement, for which the opportunity to cure, if curable, will be granted only at the sole designation of the CPO. Such breach and default entitles the City to all remedies under the Agreement, at law or in equity.

This section does not limit Consultant's and its Sub Consultants' duty to comply with all applicable federal, state, county and municipal laws, statutes, ordinances and executive orders, in effect now or later, and whether or not they appear in this Agreement.

Non-compliance with these terms and conditions may be used by the City as grounds for the

termination of this Agreement, and may further affect Consultant's eligibility for future contract awards.

7.09 Prohibition on Certain Contributions

Consultant agrees that Consultant, any person or entity who directly or indirectly has an ownership or beneficial interest in Consultant of more than 7.5 percent ("**Owners**"), spouses and domestic partners of such Owners, Consultant's Sub Consultants, any person or entity who directly or indirectly has an ownership or beneficial interest in any SubConsultant of more than 7.5 percent ("**Sub-owners**") and spouses and domestic partners of such Sub-owners (Consultant and all the other preceding classes of persons and entities are together, the "**Identified Parties**"), shall not make a contribution of any amount to the Mayor of the City of Chicago ("**Mayor**") or to his political fundraising committee (i) after execution of this Agreement by Consultant, (ii) while this Agreement or any Other Contract is executory, (iii) during the term of this Agreement or any Other Contract between Consultant and the City, or (iv) during any period while an extension of this Agreement or any Other Contract is being sought or negotiated.

Consultant represents and warrants that since the date of public advertisement of the specification, request for qualifications, request for Proposals or request for information (or any combination of those requests) or, if not competitively procured, from the date the City approached Consultant or the date Consultant approached the City, as applicable, regarding the formulation of this Agreement, no Identified Parties have made a contribution of any amount to the Mayor or to his political fundraising committee.

Consultant agrees that it shall not: (a) coerce, compel or intimidate its employees to make a contribution of any amount to the Mayor or to the Mayor's political fundraising committee; (b) reimburse its employees for a contribution of any amount made to the Mayor or to the Mayor's political fundraising committee; or (c) bundle or solicit others to bundle contributions to the Mayor or to his political fundraising committee.

Consultant agrees that the Identified Parties must not engage in any conduct whatsoever designed to intentionally violate this provision or Mayoral Executive Order No. 05-1 or to entice, direct or solicit others to intentionally violate this provision or Mayoral Executive Order No. 05-1.

Consultant agrees that a violation of, non-compliance with, misrepresentation with respect to, or breach of any covenant or warranty under this provision or violation of Mayoral Executive Order No. 05-1 constitutes a breach and default under this Agreement, and under any Other Contract for which no opportunity to cure will be granted. Such breach and default entitles the City to all remedies (including without limitation termination for default) under this Agreement, under Other Contract, at law and in equity. This provision amends any Other Contract and supersedes any inconsistent provision contained therein.

If Consultant violates this provision or Mayoral Executive Order No. 05-1 prior to award of the Agreement resulting from this specification, the CPO may reject Consultant's bid.

For purposes of this provision:

"Bundle" means to collect contributions from more than one source which are then delivered by one person to the Mayor or to his political fundraising committee.

"Other Contract" means any other agreement with the City of Chicago to which Consultant is a party that is (i) formed under the authority of chapter 2-92 of the Municipal Code of Chicago; (ii)

entered into for the purchase or lease of real or personal property; or (iii) for materials, supplies, equipment or services which are approved or authorized by the city council.

"Contribution" means a "political contribution" as defined in Chapter 2-156 of the Municipal Code of Chicago, as amended.

Individuals are "Domestic Partners" if they satisfy the following criteria:

(A) they are each other's sole domestic partner, responsible for each other's common welfare; and
(B) neither party is married; and
(C) the partners are not related by blood closer than would bar marriage in the State of Illinois; and
(D) each partner is at least 18 years of age, and the partners are the same sex, and the partners reside at the same residence; and
(E) two of the following four conditions exist for the partners:
  1. The partners have been residing together for at least 12 months.
  2. The partners have common or joint ownership of a residence.
  3. The partners have at least two of the following arrangements:
     a. joint ownership of a motor vehicle;
     b. a joint credit account;
     c. a joint checking account;
     d. a lease for a residence identifying both domestic partners as tenants.
  4. Each partner identifies the other partner as a primary beneficiary in a will.

"Political fundraising committee" means a "political fundraising committee" as defined in Chapter 2-156 of the Municipal code of Chicago, as amended."

7.10 Firms Owned or Operated by Individuals with Disabilities

The City encourages consultants to use Sub Consultants that are firms owned or operated by individuals with disabilities, as defined by Section 2-92-586 of the Municipal Code of the City of Chicago, where not otherwise prohibited by federal or state law.

7.11 Deemed Inclusion

Provision(s) required by law, ordinances, rules, regulations, or executive orders to be inserted will be deemed inserted whether or not they appear in this Agreement or, upon application by either party, this Agreement will forthwith be amended to literally make such insertion; however, in no event will the failure to insert such provision(s) prevent the enforcement of this Agreement.

7.12 False Statements

(1) 1-21-010 False Statements

Any person who knowingly makes a false statement of material fact to the city in violation of any statute, ordinance or regulation, or who knowingly falsifies any statement of material fact made in

connection with an application, report, affidavit, oath, or attestation, including a statement of material fact made in connection with a bid, Proposal, contract or economic disclosure statement or affidavit, is liable to the city for a civil penalty of not less than $500.00 and not more than $1,000.00, plus up to three times the amount of damages which the city sustains because of the person's violation of this section. A person who violates this section shall also be liable for the city's litigation and collection costs and attorney's fees.

The penalties imposed by this section shall be in addition to any other penalty provided for in the municipal code. (Added Coun. J. 12-15-04, p. 39915, § 1)

(2) 1-21-020 Aiding and abetting.

Any person who aids, abets, incites, compels or coerces the doing of any act prohibited by this chapter shall be liable to the city for the same penalties for the violation. (Added Coun. J. 12-15-04, p. 39915, § 1)

(3) 1-21-030 Enforcement.

In addition to any other means authorized by law, the corporation counsel may enforce this chapter by instituting an action with the department of administrative hearings. (Added Coun. J. 12-15-04, p. 39915, § 1)

ARTICLE 8. SPECIAL CONDITIONS

8.01 Warranties and Representations

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

(A) 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;

(B) warrants it is financially solvent; it and each of its employees, agents and Sub Consultants 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;

(C) warrants that it will not knowingly use the services of any ineligible Consultant or Sub Consultant for any purpose in the performance of its Services under this Agreement;

(D) warrants that Consultant and its Sub Consultants are not in default at the time this Agreement is signed, and have not been deemed 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 City;

(E) 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;

(F) represents that Consultant and, to the best of its knowledge, its Sub Consultants are not in violation of the provisions of § 2-92-320 of the Municipal Code , and in connection with it, and additionally in connection with the Illinois Criminal Code, 720 ILCS 5/33E as amended, and the Illinois Municipal Code, 65 ILCS 5/11-42.1-1;

(G) 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 11.02 and 11.03 of this Agreement; and

(H) warrants and represents that neither Consultant nor an Affiliate of Consultant (as defined below) appears on the Specially Designated Nationals List, the Denied Persons List, the unverified List, the Entity List, or the Debarred List as maintained by the Office of Foreign Assets Control of the U.S. Department of the Treasury or by the Bureau of Industry and Security of the U.S. Department of Commerce (or their successors), or on any other list of persons or entities with which the City may not do business under any applicable law, rule, regulation, order or judgment. "Affiliate of Consultant"means a person or entity that directly (or indirectly through one or more intermediaries) controls, is controlled by or is under common control with Consultant. A person or entity will be deemed to be controlled by another person or entity if it is controlled in any manner whatsoever that results in control in fact by that other person or entity (either acting individually or acting jointly or in concert with others) whether directly or indirectly and whether through share ownership, a trust, a contract or otherwise.

1. Representations; Covenants

a. Consultant represents to the City that:

(i) it is a limited liability company duly formed in Delaware, validly existing and in good standing under the laws of Illinois;

(ii) it has the requisite power and authority to execute, deliver and perform its obligations under this Agreement and it is financially solvent;

(iii) the execution, delivery and performance of this Agreement have been duly authorized by the Consultant;

(iv) no approval, authorization, or consent of any governmental or regulatory authority is required to be obtained or made by Consultant in order for it to enter into and perform its obligations under this Agreement;

(v) it has obtained all applicable permits, rights, and licenses required in connection with Consultant performing its obligations hereunder;

(vi) it and each of its employees, agents, Sub Consultants of any tier are skilled and experienced in the activity to be performed by such person and competent to perform the Services required under this Agreement;

(vii) its Proposal, including but not limited to its statements and representations that it holds itself to very high standards of quality and professionalism, was accurate at the time it was made and no material changes in it have been made nor will be made without notice to and the express written consent of the City;

(viii) it is not in default at the time of the execution of this Agreement and has not been deemed by the CPO with five years immediately preceding the date of this Agreement to be in default on any contract awarded by the City;

(ix) it is not deemed to be ineligible and will not knowingly use the services of any consultant or consultant deemed to ineligible for contracts by any federal, state, or local governmental agency for any purpose in the performance of its Services under this Agreement;

(x) it and, to the best of its knowledge, its Sub Consultants are not in violation of the provisions of § 2-92-320 of the Municipal Code , and in connection with it, and additionally in connection with the Illinois Criminal Code, 720 ILCS 5/33E as amended, and the Illinois Municipal Code, 65 ILCS 5/11-42.1-1;

(xi) 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 11.01 and 11.02 of this Agreement; and

(xii) neither Consultant nor an Affiliate of Consultant (as defined below) appears on the Specially Designated Nationals List, the Denied Persons List, the unverified List, the Entity List, or the Debarred List as maintained by the Office of Foreign Assets Control of the U.S. Department of the Treasury or by the Bureau of Industry and Security of the U.S. Department of Commerce (or their successors), or on any other list of persons or entities with which the City may not do business under any applicable law, rule, regulation, order or judgment. "Affiliate of Consultant" means a person or entity that directly (or indirectly through one or more intermediaries) controls, is controlled by or is under common control with Consultant. A person or entity will be deemed to be controlled by another person or entity if it is controlled in any manner whatsoever that results in control in fact by that other person or entity (either acting individually or acting jointly or in concert with others) whether directly or indirectly and whether through share ownership, a trust, a contract or otherwise.

b. Consultant covenants to the City that:

(i) it will comply with all applicable federal, state, and local laws and regulations;

(ii) it will obtain all applicable permits, rights and licenses required in connection with the Consultant performing its obligations hereunder;

(iii) the Services and any software used by the Consultant in providing the Services and the Deliverables will not infringe upon the trademark, copyright, trade secrets or other proprietary rights of any third party; and

(iv) it will not, directly or through a third party, remove, alter, change or interface with the Deliverables for any purpose of preventing the City from utilizing the Deliverables.

2. Warranty

a. For Deliverables provided in response to a Results TOR, Consultant represents and warrants that:

i. The Deliverables when submitted to the City for Acceptance and for the duration of the Warranty Period will conform to the Acceptance Criteria, the specifications, Task Order Request and Documentation and will be free of errors or defects in design, material and workmanship.

ii. The media furnished by the Consultant on which any of the Deliverables are furnished shall be free of defects in materials and workmanship under normal use for a period of 90 days from Acceptance. Contractor must, at its expense, replace any defective media within 10 days after the City notifies Consultant.

3. For Deliverables provided in response to an Advice TOR, Consultant represents and warrants that:

i. The Services provided hereunder shall be performed in a professional and workmanlike manner, in accordance with applicable professional standards.

ii. The Deliverables provided under any Task Order will conform in all respects to the Task Order Request and Documentation and shall be free of errors or defects in design, material and workmanship.

iii. The media furnished by the Consultant on which any of the Deliverables are furnished shall be free from defects in materials and workmanship under normal use for a period of 90 days from Acceptance. Consultant must, at its expense, replace any defective media within 10 days after the City notifies Consultant.

4. The Consultant represents and warrants that all Deliverables:

(i) correctly and accurately processes date/time data (including, but not limited to, calculating, comparing, and sequencing) from, into, and between the twentieth and twenty-first centuries and leap year calculations;

(ii) respond to two digit date input in a way that resolves the ambiguity as to century in a disclosed, defined and pre-determined manner; and

(iii) store and provide output of date information in ways that are unambiguous as to century.

The foregoing warranties in this Subsection 8.01(C) will apply to the extent that other information technology, used in combination with the information technology supplied under any Task Order, properly exchanges date/time data with it.

If a Task Order requires that specific listed items must perform as a system in accordance with the foregoing warranties in this Subsection 8.01(C), then that warranty will apply to those listed items as a system.

5. The warranties contained in this section will continue for a period of one year ("Warranty Period") after Acceptance (unless otherwise specified in this section or the Project Documents). If the City notifies the Consultant, or the Consultant becomes aware, of any non-performance, error or defect covered by the foregoing warranties within the Warranty Period, the Consultant shall, at its expense, promptly correct such nonperformance, error or defect, but in no event later than 30 days after notification by the City. Any repair or replacement of Deliverables or portions thereof will be additionally and automatically warranted as set forth herein. All warranties will survive inspection, acceptance and payment.

6. No Other Rights Limited

Nothing in the foregoing warranties will be construed to limit any other rights or remedies otherwise available to the City under this Agreement.

8.02 Ethics

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

(a) no officer, agent or employee of the City 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 established under Chapter 2-156 of the Municipal Code .

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

(2) Consultant further acknowledges that any Agreement entered into, negotiated or performed in violation of any of the provisions of Chapter 2-156 is voidable as to the City.

8.03 Joint and Several Liability

In the event that Consultant, or its successors or assigns, if any, is comprised of more than one individual or other legal entity (or a combination thereof), then and in that event, each and every obligation or undertaking herein stated to be fulfilled or performed by Consultant will be the joint and several obligation or undertaking of each such individual or other legal entity.

8.04 Business Documents

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

8.05 Conflicts of Interest

A. No member of the governing body of the City or other unit of government and no other officer, employee or agent of the City 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 alderman of the City or City employee is allowed to be admitted to any share or part of this Agreement or to any financial benefit to arise from it.

B. Consultant represents that it, and to the best of its knowledge, its Sub Consultants if any (Consultant and Sub Consultants will be collectively referred to in this Section 8.05 as **"Contracting Parties"**), presently have no direct or indirect interest and will not acquire any direct or indirect interest in any project or contract that would conflict in any manner or degree with the performance of its Services under this Agreement.

C. Upon the request of the City, Contracting Parties must disclose to the City their past client lists and the names of any clients with whom they have an ongoing relationship. Contracting Parties are not permitted to perform any Services for the City on applications or other documents submitted to the City by any of Contracting Parties' past or present clients. If Contracting Parties become aware of a conflict, they must immediately stop work on the assignment causing the conflict and notify the City.

D. Without limiting the foregoing, if the Contracting Parties assist the City 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 Contracting Parties must not participate, directly or indirectly, as a prime, SubConsultant 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 Contracting Parties may, however, assist the City in reviewing the Proposals or bids for the project if none of the Contracting Parties have a relationship with the persons or entities that submitted the Proposals or bids for that project.

E. Further, Contracting Parties must not assign any person having any conflicting interest to perform any Services under this Agreement or have access to any confidential information, as described in Section 3.09 of this Agreement. If the City, by the Commissioner in his reasonable judgment, determines that any of Contracting Parties' services for others conflict with the Services that Contracting Parties are to render for the City under this Agreement, Contracting Parties must terminate such other services immediately upon request of the City.

F. 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 is part of the EDS and incorporated by reference as if fully set forth here.

8.06 Non-liability of Public Officials

No official, employee or agent of the City will be charged personally by Consultant, or by any assignee or Sub Consultant of the Consultant, with any liability or expenses of defense or be held personally liable to them under any term of provision of this Agreement, or because of the City's execution or attempted execution, or because of any breach hereof.

8.07 EDS / Certification Regarding Suspension and Debarment

Consultant certifies, as further evidenced in the EDS attached as Exhibit 4, by its acceptance of this Agreement that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency. Consultant further agrees by executing this Agreement that it will include this clause without modification in all lower tier transactions, solicitations, Proposals, contracts and subcontracts. If Consultant or any lower tier participant is unable to certify to this statement, it must attach an explanation to the Agreement.

8.08 Payment Card Industry Data Security Standard

Consultant shall at all times during the Term of this Agreement be compliant with the Payment Card Industry ("PCI") Data Security Standard to the extent applicable to the Services and shall be responsible for the security of the payment cardholder data in its possession. Consultant shall provide City such information as the City may reasonably require regarding Consultant's compliance with such PCI requirements, including, at a minimum, an annual certificate of compliance by Consultant with the PCI Data Security Standard. In the event of Consultant's non-compliance with the PCI Data Security Standard, Consultant will promptly perform, at Consultant's expense, all curative measures necessary to remedy such non-compliance.

For further details regarding this standard go to:
https://www.pcisecuritystandards.org/security_standards/pci_dss.shtml

8.09 Information Technology Accessibility Standards

Consultant shall at all times during the Term of this Agreement be compliant with the Illinois Information Technology Accessibility Act to the extent applicable to the Services. In the event of Consultant's non-compliance with the Information Technology Accessibility Act, Consultant will promptly perform at Consultant's expense, all curative measures necessary to remedy such non-compliance.

Further details regarding these standards are currently available at:
http://www.dhs.state.il.us/page.aspx?item=32765

ARTICLE 9. RISK MANAGEMENT

9.01 Consultant's Insurance

Consultant must provide and maintain at Consultant's own expense, until contract completion and during the time period following completion if Consultant is required to return and perform any additional work, the insurance coverages and requirements specified in Exhibit 2, insuring all operations related to the Agreement.

9.02 Indemnification

A. General Indemnification

1. Consultant must defend, indemnify, and hold harmless the City, its officers, representatives, elected and appointed officials, agents and employees from and against any and all Losses, including those related to:

(a) injury, death or damage of or to any person or property;

(b) Consultant's failure to perform or cause to be performed Consultant's promises and obligations as and when required under this Agreement, including Consultant's failure to perform its obligations to any Sub Consultant;

(c) the City's exercise of its rights and remedies under Section 11.02 of this Agreement;

(d) injuries to or death of any employee of Consultant or any Sub Consultant under any workers compensation statute; and

(e) infringement or alledged infringement by any part of the Consultant's Deliverables of any patent or copyright or other proprietary rights.

2. "Losses" means, individually and collectively, liabilities of every kind, including losses, damages and reasonable costs, payments and expenses (such as, but not limited to, court costs and reasonable attorneys' fees and disbursements), claims, demands, actions, suits, proceedings, judgments or settlements, any or all of which in any way arise out of or relate to Consultant's breach of this Agreement or to Consultant's negligent or otherwise wrongful acts or omissions or those of its officers, agents, employees, consultants, Sub Consultants or licensees.

3. At the City Corporation Counsel's option, Consultant must defend all suits brought upon all such Losses and must pay all costs and expenses incidental to them, but the City has the right, at its option, to participate, at its own cost, in the defense of any suit, without relieving Consultant of any of its obligations under this Agreement. Any settlement must be made only with the prior written consent of the City Corporation Counsel, if the settlement requires any action on the part of the City.

4. To the extent permissible by law, Consultant waives any limits on its obligations to defend, indemnify, hold harmless, or contribute to any sums due under any Losses, including any claim by any employee of Consultant that may be subject to the Workers Compensation Act, 820 ILCS 305/1 *et seq.* or any other law or judicial decision (such as, Kotecki v. Cyclops Welding Corporation, 146 Ill.2d 155 (1991)). The City, however, does not waive any limitations it may have on its liability under the Illinois Workers Compensation Act, the Illinois Pension Code, or any other statute or judicial decision.

5. The indemnities in this section survive the expiration or termination of this Agreement for matters occurring or arising during the term of this Agreement or as the result of or during Consultant's performance of Services beyond the term. Consultant acknowledges that the requirements set forth in this section to defend, indemnify, and hold harmless the City are apart from and not limited by the Consultant's duties under this Agreement, including the insurance requirements in Exhibit 2 of this Agreement.

B. Proprietary Rights Indemnification

1. In addition to the foregoing, in the event of any claim, action, suit or proceeding relating to infringement or alledged infringement of any patent or copyright or other proprietary rights, the Consultant will: (i) successfully defend such, or (ii) obtain the right for the City to continue using the infringing product or proprietary property, or (iii) modify the Consultant's Deliverables at Consultant's cost to make it non-infringing, without material loss of function or utility and without a material increase in operating costs, or (iv) replace the infringing Consultant material with materials containing at least equivalent functionality as the infringing Consultant material.

ARTICLE 10. DISPUTES

Except as otherwise provided in this Agreement, Consultant must and the City may bring any dispute arising under this Agreement which is not resolved by the parties to the CPO for decision based upon the written submissions of the parties. (A copy of the "Regulations of the Department of Procurement Services for Resolution of Disputes between Consultants and the City of Chicago" is available in City Hall, 121 N. LaSalle Street, Room 301, Bid and Bond Room, Chicago, Illinois 60602.) The Chief Procurement Officer will issue a written decision and send it to the Consultant by mail. The decision of the CPO is final and binding. The sole and exclusive remedy to challenge the decision of the CPO is judicial review by means of a common law writ of certiorari.

The Consultant will not withhold performance of any Services and the City will not withhold any undisputed payments during the dispute resolution period. The CPO's written determination must be complied with pending any judicial review of the dispute.

ARTICLE 11. EVENTS OF DEFAULT, REMEDIES, TERMINATION, SUSPENSION AND RIGHT TO OFFSET

11.01 Events of Default

A. Defined

The following constitute events of default:

1. Any material misrepresentation, whether negligent or willful and whether in the inducement or in the performance, made by Consultant to the City.

2. The Consultant's material failure to perform any of its obligations under the Agreement including, but not limited to, the following:

    a. Inability to perform the Services satisfactorily as a result of insolvency, filing for bankruptcy or assignment for the benefit of creditors;

    b. Failure to comply with a material term of this Agreement, including but not limited to the provisions concerning insurance and nondiscrimination;

    c. Failure to have and maintain all professional licenses required by law to perform the Services;

    d. Failure to timely perform the Services;

e. Failure to promptly re-perform, as required, within a reasonable time and at no cost to the City, Services that are rejected as erroneous or unsatisfactory;

f. Discontinuance of the Services for reasons within Consultant's reasonable control;

g. Failure to promptly update EDS(s) furnished in connection with this Agreement when the information or responses contained in it or them is no longer complete or accurate; and

h. Any other acts specifically and expressly stated in this Agreement as constituting an event of default.

3. For Services or Deliverables provided in response to an Advice TOR:

a. Failure to perform the Services with sufficient personnel and equipment or with sufficient material to ensure the satisfactory performance of the Services;

b. Failure to perform the Services in accordance with the standard of performance required by this Agreement or to the level specified in the Task Order then in effect;

c. Failure to promptly perform again Services which were rejected as erroneous or unsatisfactory;

d. Discontinuance of Services for reasons within Consultant's reasonable control;

4. For Deliverables provided in response to a Results TOR:

a. Failure to meet the functional specifications and/or Acceptance Criteria for any one or more Deliverables within the time frame specified in the Task Order;

b. Failure to meet or comply with the warranty provisions contained herein.

c. Failure to promptly perform again Services which were rejected as erroneous or unsatisfactory;

d. Failure to perform the Services with sufficient personnel and equipment or with sufficient material to ensure the satisfactory performance of the Services;

5. Any change in ownership or control of the Consultant without the prior approval of the CPO (when such prior approval is permissible by law), which will not be unreasonably withheld.

6. The Consultant's default under any other agreement it may presently have or may enter into with the City during the life of this Agreement. The Consultant acknowledges and agrees that in the event of a default under this Agreement the City may also declare a default under any such other agreements.

7. Consultant's violation of City ordinance(s) unrelated to performance under the Agreement such that, in the opinion of the CPO, it indicates a willful or reckless disregard for City laws and regulations.

8. Consultant's failure to update its EDS to reflect any changes in information, including changes in ownership, and to provide it to the City as provided under Section 7.01.

B. Declaration of Default

The occurrence of any event of default permits the City, at the City's sole option, to declare Consultant in default. The CPO 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 CPO. Whether to declare Consultant in default is within the sole discretion of the CPO and neither that decision nor the factual basis for it is subject to review or challenge under the Disputes provision of this Agreement.

The CPO 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 CPO gives a Default Notice, he will also indicate any present intent he may have to terminate this Agreement, and the decision to terminate is final and effective upon giving the notice. If the CPO decides not to terminate, this decision will not preclude him from later deciding to terminate the Agreement in a later notice, which will be final and effective upon the giving of the notice or on the date set forth in the notice, whichever is later. The CPO 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 11.01 and Article 13, 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 City.

11.02 Remedies

A. General

1. If the Consultant has failed to cure a default within the period granted by the CPO, or the CPO has declared an event of default, the City may invoke any or all of the following remedies:

a. The right to take over and complete the Services, or any part of them, at Consultant's expense and as agent for Consultant, either directly or through others, and bill Consultant for the cost of the Services, and Consultant must pay the difference between the total amount of this bill and the amount the City would have paid Consultant under the terms and conditions of this Agreement for the Services that were assumed by the City as agent for Consultant under this Section 11.02.

b. 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 City.

c. The right to seek specific performance, an injunction or any other appropriate equitable remedy.

d. The right to seek money damages.

e. The right to withhold all or any part of the Consultant's compensation.

f. The right to declare the Consultant non-responsible in future contracts with the City.

g. The right to declare the Consultant in default under existing City contracts.

2. In addition, upon the giving of notice of a declaration of default under an Advice TOR as provided herein, the City may invoke any or all of the following remedies:

a. The right to take over and complete the Services or any part thereof as agent for and at the cost of the Consultant, either directly or through others.

b. The right to require the Consultant to discontinue any Services and deliver all materials accumulated in the performance of this Agreement, whether completed or in the process, to the City.

3. In addition, upon the giving of notice of a declaration of default under a Results TOR as provided herein, the City may:

a. Obtain the Results by contracting to purchase results in substitution for those to be obtained under the Results TOR and recovering from the Consultant as damages the difference between the cost of cover and the Budget, together with any incidental or consequential damages.

b. Receive the difference between the value of the Results actually furnished and the value of the Results if they had been as warranted.

c. Recover its incidental damages resulting from the Contractor's breach including those expenses reasonably incurred in inspection and receipt of goods rightfully rejected, and in connection with effecting cover and any other reasonable expense incident to the delay or other breach.

B. City's Reservation of Rights

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

C. Remedies Nonexclusive

The remedies under the terms of the Agreement are not intended to be exclusive of any other remedies provided, but each and every such remedy will be cumulative and will be in addition to any other remedies, existing now or hereafter, at law or equity. No delay or omission to exercise any right or power accruing upon any event of default will impair any such right or power nor will it be construed as a waiver

of any event of default or acquiescence therein, and every such right and power may be exercised from time to time and as often as may be deemed expedient.

11.03 Early Termination

(a) In addition to termination under Sections 11.01 and 11.02 of this Agreement, the City 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 City to Consultant. The City will give notice to Consultant in accordance with the provisions of Article 13. 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 City 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 City effective 10 days after the date the notice is considered received as provided under Article 13 of this Agreement (if no date is given) or upon the effective date stated in the notice.

(b) After the notice is received, Consultant must restrict its activities, and those of its Sub Consultants, 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 6, 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 City 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 10 of this Agreement. The payment so made to Consultant is in full settlement for all Services satisfactorily performed under this Agreement.

(c) Consultant must include in its contracts with Sub Consultants an early termination provision in form and substance equivalent to this early termination provision to prevent claims against the City arising from termination of subcontracts after the early termination. Consultant will not be entitled to make any early termination claims against the City resulting from any SubConsultant's claims against Consultant or the City.

(d) If the City's election to terminate this Agreement for default under Sections 11.01 and 11.02 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 11.03.

11.04 Suspension

The City 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 CPO and such equitable extension of time as may be mutually agreed upon by the CPO 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 6 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 to the City may treat the suspension as an early termination of this Agreement under Section 11.03.

11.05 Right to Offset

(a) In connection with Consultant's performance under this Agreement, the City may offset any incremental costs and other damages the City incurs in any or all of the following circumstances:

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

(ii) if the City exercises any of its remedies under Section 11.02 of this Agreement;

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

The City may offset these incremental costs and other damages by use of any payment due for Services completed before the City terminated this Agreement or before the City exercised any remedies. If the amount offset is insufficient to cover those incremental costs and other damages, Consultant is liable for and must promptly remit to the City 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 City.

(b) As provided under § 2-92-380 of the Municipal Code, the City may set off from Consultant's compensation under this Agreement an amount equal to the amount of the fines and penalties for each *outstanding parking violation complaint* and the amount of any *debt* owed by Consultant to the City as those italicized terms are defined in the Municipal Code.

(c) In connection with any liquidated or unliquidated claims against Consultant, and without breaching this Agreement, the City may set off a portion of the price or compensation due under this Agreement in an amount equal to the amount of any liquidated or unliquidated claims that the City has against Consultant unrelated to this Agreement. When the City's claims against Consultant are finally adjudicated in a court of competent jurisdiction or otherwise resolved, the City will reimburse Consultant to the extent of the amount the City has offset against this Agreement inconsistently with such determination or resolution.

ARTICLE 12. GENERAL CONDITIONS

12.01 Entire Agreement

A. General

The Consultant acknowledges that this Agreement, and the Exhibits attached to and incorporated in the Agreement, constitute the entire agreement between the parties and no other warranties, inducements, considerations, promises, or interpretations will be implied or impressed upon this Agreement that are not expressly addressed in the Agreement.

B. No Collateral Inducements

The Consultant agrees that, except only for those representations, statements, or promises expressly contained in this Agreement, and any exhibits attached to this Agreement and incorporated by reference, no representation, statement or promise, oral or in writing, or of any kind whatsoever, by the City, 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 the Agreement; or (vi) any other matters, whether similar to or different from those referred to in (i) through (v) immediately above, affecting or having any connection with this Agreement, its negotiation, or its performance.

C. No Omissions

The Consultant agrees that it was given ample opportunity and time to review and was asked by the City to review thoroughly all documents forming this Agreement prior to execution of this Agreement in order that it might request inclusion in this Agreement of any statement, representation, promise or provision which it desired or on which it wished to place reliance; that it did so review those documents; and that either every such statement, representation, promise or provision has been included in this Agreement or else, if omitted, that Consultant expressly relinquishes the benefit of any omitted statement, representation, promise or provision and is willing to perform this Agreement in its entirety without claiming reliance thereon or making any other claim on account of such omission.

12.02 Counterparts

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

12.03 Amendments

No changes, amendments, modifications or discharge of this Agreement, or any part of it are valid unless in writing and signed by the authorized agent of Consultant and by the Mayor, Comptroller, and CPO of the City or their respective successors and assigns. The City incurs no liability for Additional Services without a written amendment to this Agreement under this Section 12.03.

Whenever under this Agreement Consultant is required to obtain the City's prior written approval, the effect of any approval that may be granted pursuant to Consultant's request is prospective only from the later of the date approval was requested or the date of approval is granted. In no event is approval permitted to apply retroactively to a date before the approval granted.

12.04 Governing Law and Jurisdiction

This Agreement will be governed as to performance and interpretation in accordance with the laws of the State of Illinois. The Consultant irrevocably submits itself to the original jurisdiction of those courts located within the County of Cook, State of Illinois, with regard to any controversy arising out of, relating to, or in any way concerning the execution or performance of this Agreement. The Consultant agrees that service of process on the Consultant may be made, at the option of the City, either by registered or certified mail addressed to the applicable office as provided for in this Agreement, by registered or certified mail

addressed to the office actually maintained by the Consultant, or by personal delivery on any officer, director, or managing or general agent of the Consultant. If any action is brought by the Consultant against the City concerning this Agreement, the action will only be brought in those courts located within the County of Cook, State of Illinois.

12.05 Severability

If any provision of this Agreement is held or deemed 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.

12.06 Interpretation

Any headings of this Agreement are for convenience of reference only and do not define or limit its provisions. Words of any gender will be deemed and construed to include correlative words of the other gender. Words importing the singular number will include the plural number and vice versa, unless the context otherwise indicates. All references to any exhibit or document will be deemed to include all supplements and/or amendments to any exhibits or documents entered into in accordance with the terms and conditions of such exhibit or document. All references to any person or entity will be deemed to include any person or entity succeeding to the rights, duties, and obligations of such persons or entities in accordance with the terms and conditions of this Agreement.

12.07 Contract Documents

In the event of any inconsistency or conflict between the terms and conditions of Articles 1 through 14 of this Agreement and the Exhibits of this Agreement, the Articles of this Agreement will prevail.

12.08 Assigns

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

12.09 Cooperation

Consultant must at all times cooperate fully with the City and act in the City'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 ensure an orderly transition to another provider of the Services, if any, orderly demobilization of its own operations in connection with the Services, uninterrupted provision of Services during any transition period and must otherwise comply with the reasonable requests and requirements of the Department in connection with the termination or expiration.

12.10 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 City by a proper authority waives Consultant's performance in any respect or waives a requirement or condition to either the City'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 City may have waived the performance, requirement or condition. Such waivers must be provided to Consultant in writing.

12.11 Independent Consultant

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

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

(a) The City 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.

(b) Consultant is not entitled to membership in any City 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 City.

(c) Shakman Accord

(i) The City is subject to the May 31, 2007 Order entitled "Agreed Settlement Order and Accord" (the "Shakman Accord") and the August 16, 2007 "City of Chicago Hiring Plan" (the "City Hiring Plan") entered in Shakman v. Democratic Organization of Cook County, Case No 69 C 2145 (United State District Court for the Northern District of Illinois). Among other things, the Shakman Accord and the City Hiring Plan prohibit the City from hiring persons as governmental employees in non-exempt positions on the basis of political reasons or factors.

(ii) Consultant is aware that City policy prohibits City employees from directing any individual to apply for a position with Consultant, either as an employee or as a subcontractor, and from directing Consultant to hire an individual as an employee or as a subcontractor. Accordingly, Consultant must follow its own hiring and contracting procedures, without being influenced by City employees. Any and all personnel provided by Consultant under this Agreement are employees or subcontractors of Consultant, not employees of the City of Chicago. This Agreement is not intended to and does not constitute, create, give rise to, or otherwise recognize an employer-employee relationship of any kind between the City and any personnel provided by

Consultant.

(iii) Consultant will not condition, base, or knowingly prejudice or affect any term or aspect of the employment of any personnel provided under this Agreement, or offer employment to any individual to provide services under this Agreement, based upon or because of any political reason or factor, including, without limitation, any individual's political affiliation, membership in a political organization or party, political support or activity, political financial contributions, promises of such political support, activity or financial contributions, or such individual's political sponsorship or recommendation. For purposes of this Agreement, a political organization or party is an identifiable group or entity that has as its primary purpose the support of or opposition to candidates for elected public office. Individual political activities are the activities of individual persons in support of or in opposition to political organizations or parties or candidates for elected public office.

(iv) In the event of any communication to Consultant by a City employee or City official in violation of Section 12.11 (c) (ii) above, or advocating a violation of Section 12.11 (c) (iii) above, Consultant will, as soon as is reasonably practicable, report such communication to the Hiring Oversight Section of the City's Office of the Inspector General, and also to the head of the relevant City Department utilizing services provided under this Agreement.

12.12 Electronic Ordering and Invoicing

The Consultant shall cooperate in good faith with the City in implementing electronic ordering and invoicing, including but not limited to catalogs, purchase orders, releases, and invoices. Consultant shall accept electronic purchase orders and releases upon request of the Chief Procurement Officer. Consultant shall provide the City electronic catalogs, copies of invoices and other electronic documents upon request. The electronic ordering and invoice documents shall be in a format specified by the City and transmitted by an electronic means specified by the City. Such electronic means may include, but are not limited to, disks, e-mail, EDI, FTP, web sites, and third party electronic services. The Chief Procurement Officer reserves the right to change the document format and/or the means of transmission upon written notice to the Consultant. Consultant shall ensure that the essential information, as determined by the Chief Procurement Officer, in the electronic document, corresponds to that information submitted by the Consultant in its paper documents. The electronic documents shall be in addition to paper documents required by this contract, however, by written notice to the Consultant, the Chief Procurement Officer may deem any or all of the electronic ordering and invoice documents the official documents and/or eliminate the requirement for paper ordering and invoice documents.

12.13 Participation by Other Local Government Agencies

Other local government agencies may be eligible to participate in this Agreement pursuant to the terms and conditions of this Agreement if such agencies are authorized, by law or their governing bodies, to execute such purchases, and if such authorization is allowed by the City of Chicago's Chief Procurement Officer, and if such purchases have no net adverse effect on the City of Chicago, and result in no diminished services from the Consultant to the City's user departments pursuant to such purchases. Examples of such Local Government Agencies are: Board of Education, Chicago Park District, City Colleges of Chicago, Chicago Transit Authority, Chicago Housing Authority, Chicago Board of Elections, Metropolitan Pier and Exposition Authority (McCormick Place, Navy Pier), and the Municipal Courts. Said purchases shall be made upon the issuance of a purchase order directly from the Local Government Agency. The City will not be responsible for payment of any amounts owed by any other Local

Government Agencies, and will have no liability for the acts or omissions of any other Local Government Agency.

12.14 No Third Party Beneficiaries

The parties agree that this Agreement is solely for the benefit of the parties and nothing herein is intended to create any third party beneficiary rights for Sub Consultants or other third parties.

ARTICLE 13. NOTICES

Notices provided for herein, unless expressly provided for otherwise in this Agreement, will be in writing and may be delivered personally or by placing in the United States mail, first class and certified, return receipt requested, with postage prepaid and addressed as follows:

If to the City:

Department of Innovation and Technology
Suite 2700, Daley Center
50 W. Washington Street
Chicago, Illinois 60602
Attention: Chief Information Officer

With Copies to:

Department of Procurement Services
Room 403, City Hall
121 North LaSalle Street
Chicago, Illinois 60602
Attention: Chief Procurement Officer

and

Department of Law
Room 610, City Hall
121 North LaSalle Street
Chicago, Illinois 60602
Attention: Corporation Counsel

If to Consultant:

SYSTEM DEVELOPMENT INTEGRATION, LLC
33 W. Monroe Street, Suite 400
Chicago, IL 60603
Attention: David A. Gupta

Changes in the above-referenced addresses must be in writing and delivered in accordance with the provisions of this Article 13.

Notices delivered by mail will be deemed received three (3) days after mailing in accordance with this Section. Notices delivered personally will be deemed effective upon receipt.

ARTICLE 14. AUTHORITY

14.01 City Authority

This Agreement is entered into by the City in accordance with the Municipal Purchasing Act for cities of 500,000 or more population, as contained in 65 ILCS 5/8-10-1 et seq., as amended, and with the Municipal Code of Chicago, as amended.

14.02 Consultant's Authority

Execution of this Agreement by the Consultant is authorized by a resolution of its Board of Directors, if a corporation, and the signature(s) of each person signing on behalf of the Consultant have been made with complete and full authority to commit the Consultant to all terms and conditions of this Agreement, including each and every representation, certification and warranty contained herein, including without limitation such representations, certifications and warranties collectively attached to this Agreement and incorporated by reference. If this Agreement is executed by an officer other than the chief executive officer of the Consultant, the Consultant will provide a certified resolution of its Board of Directors, if a corporation, granting such officer specific authority to sign this Agreement or general authority to sign agreements of this nature and scope.

[Signature Pages, Exhibits and Schedules follow.]

SIGNATURE PAGE

IN WITNESS WHEREOF, the City and the Consultant have executed this Agreement on the date first set forth above, at Chicago, Illinois.

CITY OF CHICAGO

By: Rahm Emanuel by SRP
Mayor

Comptroller

Chief Procurement Officer

SYSTEM DEVELOPMENT INTEGRATION, LLC

By: _____
President (or Authorized Officer)

Title: EVP/CFO

Attested by: _____
Corporate Secretary

Subscribed and sworn to before me this 26th day of April, 2011

by James Boyle, ~~President~~ EVP/CFO and Linda Petty,

Corporate Secretary of System Development Integration, LLC

OFFICIAL SEAL
DAWN M. DOME
Notary Public - State of Illinois
My Commission Expires Aug 23, 2012

Dawn M. Dome
Notary Public Signature

My Commission Expires: 08/23/12

EXHIBIT 1

SCOPE OF SERVICES & COMPENSATION SCHEDULE

SYSTEM DEVELOPMENT INTEGRATION, LLC
SCOPE OF SERVICES

The Scope of Service for a given project may include tasks under the category summarized below. In all cases, CITY OF CHICAGO Standards for software and hardware must be followed, unless express written approval is granted from the CITY OF CHICAGO Chief Information Officer (CIO). The CITY OF CHICAGO Department of Innovation and Technology Hardware and Software Standards Overview is available on the CITY OF CHICAGO website .

Category 2: **GIS Application Development, Support and Ongoing Maintenance:** Similar to the above scope, this category is specifically for applications whose prmary functionality is related to GIS.

Category 3: **On-Site & Remote Database Support and Ongoing Maintenance:** This category refers to support and maintenance of existing or new City databases. This support may be required to be provided either on-site or from a remote location and may include training.

Category 4: **IT Infrastructure Design:** Using approved City technology, this category encompasses activities related to design through implementation and support of products or services to integrate into our WAN, LAN, and wireless environments. Additionally, IT security assessments and business continuity planning for those environments are included in this category.

Category 5: **Management Consulting:** Projects under this category would involve management consulting to analyze and make recommendations for business process improvements, develop functional requirements for new applications, provide management training, and projects of a similar nature

THE FOLLOWING PAGES PROVIDE MORE DETAIL ABOUT THE SPECIFIC SCOPE AREAS PROVIDED BY THE CONSULTANT.

The **GIS Application Development, Support and Ongoing Maintenance** scope includes tasks that may or may not be included in the following list:

1. Development of GIS Layers and Geodatabases on the current Consultant -certified release(s) of the ESRI platform.

2. Development of ArcObject based tools and applications using Visual Basic or Java.

3. GIS Website development using Java and WebServices.

4. Basic Database Design, including the following components:

   4.1. Relational Data Modeling and normalization
   4.2. Facilitation of design workshops with user teams

5. Basic Geodatabase Design, including the following components:

   5.1. Modeling of geographic layers
   5.2. Annotation Feature Class Design
   5.3. Enterprise level data migration from coverage/shapefile to geodatabase model

6. Geodatabase Design, including the following components:

   6.1. Design of Planimetric Feature Data sets
   6.2. Design of Cadastral Feature Datasets

7. Geodatabase Management, including the following components:

   7.1. Current Consultant -certified release of the SDE Administration

   7.2. Management of multi-editor versioned databases

   7.3. Management of Raster datasets

8. Advanced Geodatabase Design, including the following components:

   8.1. Design and implementation of topology rules
   8.2. Integration of Geodatabase with tables from other enterprise databases
   8.3. Geometric Network geodatabase design

9. GIS Data Conversion, including the following components:

   9.1. GIS Conversion Strategy Design and Planning

   9.2. Georeferencing Raster Datasets

9.3. GIS Conversion / data creation from paper sources
9.4. GIS Conversion / data creation from raster sources
9.5. GIS Conversion / data creation from CAD
9.6. Quality Control of Conversion Projects

10. Database design and development, including the following components:

10.1. Oracle (current Consultant -certified release)
10.2. PL/SQL
10.3. Unix Scripting

11. GIS mapping, including the following components:

11.1. Map Creation using the current Consultant -certified release of ArcMap
11.2. Geocoding
11.3. Point layer creation
11.4. Advanced GIS geoprocessing in ArcGIS environment (buffering, etc.)

12. GIS Editing, including the following components:

12.1. Line Layer GIS Editing
12.2. Polygon Layer GIS Editing
12.3. Use and configuration of Editor Assistant
12.4. Topology validation checking
12.5. ArcInfo Workstation editing tools
12.6. ArcGIS Editing

13.Data acquisition, including the following components:

13.1. Remote sensing techniques
13.2. Change detection software
13.3. Field-based GPS Data collection

14. Advanced GIS analysis, including the following components/tools:

14.1. Spatial analysis
14.2. ArcGIS Spatial Analyst
14.3. ArcGIS Geostatistical Analyst
14.4. GIS in environmental impact analysis
14.5. GIS in economic development and trending analysis
14.6. GIS in network analysis/routing
14.7. ArcLogistics (routing)
14.8. GIS in utility applications
14.9. GIS in engineering applications

15. Use of specialized GIS tools, including the following components:

    15.1. ArcGIS Survey Analyst
    15.2. ArcGIS 3D Analyst
    15.3. Tracking Analyst (tracking changes/temporal data)
    15.4. ArcPad development

16. Advanced Aerials, including the following components:

    16.1. Use, modeling, analysis of LIDAR data
    16.2. Use and analysis of infrared Satellite imagery
    16.3. Have License of ERDAS Imagine or experience with ERDAS Imagine

17. Visual Basic / ArcObject Development, including the following components:

    17.1. ESRI ArcObject Model
    17.2. Development of ArcMap editing tools using ArcObjects
    17.3. Development of VB/ArcMap tools that integrate Crystal Reports

18. Utilization of Chicago GIS Architecture Modules, including the following components:

    18.1. *"GCS"* or similar java-based tool to bypass built-in ArcIMS geocoding services in favor of accessing ArcSDE functionality
    18.2. ***"GCE - Geocode Engine"*** or similar java based tool that provides programmable APIs to application that allow them to access spatial queries and create point, line, and polygon layers without user intervention
    18.3. ***"Geolookup"*** or tabular translations of GIS geographies used to enhance performance of frequent GIS queries

19. Legacy GIS Programming, including the following languages:

    19.1. AML (the current Consultant -certified release)
    19.2. Avenue (the current Consultant -certified release)

20. Data Scrubbing, including the following components:

    20.1. Program development for mass data conversions
    20.2. Batch geocoding programs
    20.3. Data matching and consolidation analysis and programming
    20.4. Change detection (temporal image analysis)

21. Reporting, including the following components:

    21.1. Business Objects Report Design experience

21.2. Business Objects Broadcast Agent experience
21.3. Crystal Reports integration with ArcMap experience

22. Visual Basic / Java Development, including the following components:

22.1. ESRI ArcObject Model development
22.2. Development of Java-based GIS websites using the Java API to ArcObjects
22.3. Visual Basic Development

23. Core Java Development, including the following components:

23.1. J2FR based development
23.2. XML design and parsing
23.3. JSP development
23.4. UML Design and Documentation

24. Java Development, including the following components:

24.1. EJB development
24.2. Web Service Development

25. Basic ArcIMS Development, including the following components:

25.1. Development of ArcIMS (the current Consultant -certified release) websites
25.2. ArcXML

26. GIS Website Administration, including the following components:

26.1. ArcIMS Administration
26.2. Oracle (the current Consultant -certified release) configuration and mgmt
26.3. BEA Weblogic configuration and mgmt

27. Advanced ArcIMS Development, including the following components:

27.1. Development of Java-based websites that access ArcIMS map services (do not rely on out-of-box ArcIMS template)
27.2. Rendering of acetate layers based on live database queries to non-GIS databases
27.3. Development of GIS Websites to manage editing of GIS Layers in SDE
27.4. Integration of external web services into ArcIMS websites
27.5. Integrating AVL (automated vehicle location) into ArcIMS

28. Use of ESRI functionality/Tools, including the following components:

28.1. Development using ArcGIS server (new ESRI application server)

28.2. ArcGIS Engine

The **On-Site & Remote Database Support and Ongoing Maintenance** scope includes tasks that may or may not be included in the following list:

1. Onsite Database Support

2. Remote Database Support, allowing direct access to DBA via phone, pager and email.

3. Service including a Primary Database Administrator (DBA) familiar with the City of Chicago account and backup DBAs instead of providing a primary account manager with a pool of DBAs.

4. Database design, to include the following components:

    4.1. Evaluate overall configuration by server and make recommendations for CPU, memory, disk layouts, required tapes, etc.
    4.2. Evaluate design of Oracle related software with respect to Security, Data Integrity, Backup/Recovery, Location Independence and Performace
    4.3. Publish and enforce standards as they relate to customizations, extensions, medications, and interfaces

5. Database installation and upgrades, to include the following activities:

    5.1. Install and configure the Oracle Software (following City Standards and Best Practices such as OFA/SAFE)
    5.2. Upgrade Oracle Software Version
    5.3. Research and Recommend Fixes/Patches
    5.4. Apply Non-OS Emergency Fixes/Patches
    5.5. Apply Non-OS Fixes/Patches
    5.6. Calculate/Specify space requirements
    5.7. Create startup/shutdown/monitoring scripts for software including but not limited to DB, Listeners, Agents, Web Servers, Form Serviers, Report Servers
    5.8. Migrate software/changes through stages using change control techniques (Generally during off hours)

6. Database administration, to include the following activities:

    6.1. Implement DB Design including the creation and medication of instances and database objects such as tables, views, links, indexes, users, profiles, etc.
    6.2. Write and execute SQL and SQL scripts including DDL and DML
    6.3. Configure and execute Database Utilities such as SQL *Loader
    6.4. Suggest, Create, Track TARS
    6.5. Provide technical mentoring and knowledge transfer

7. Database backup and recovery, to include the following activities:

   7.1. Create, document backup and recovery procedures for all types of backup: hot, cold, off-site, and logical
   7.2. Re-Certify Backup/Restore Strategy at least Quarterly
   7.3. Verify Backups Nightly (L o g i c a l / P h y s i c)
   7.4. Conduct Restore/Recover Tests no less than Quarterly
   7.5. Restore/Recover (Non-OS) components
   7.6. Manage all archive files
   7.7. Recover (or Monitor) using LogMiner
   7.8. Use of RMAN as focus of backup/recovery strategy
   7.9. Approve/Implement Backup/Recovery design

8. Database monitoring, to include the following activities:

   8.1. Monitor no less than daily: CPU/Disk/Memory and take corrective action if needed; Report trends by day/week/month
   8.2. Monitor continuously: Locks, Blocked Processes, Blocking Processes and take corrective action to allow processing to continue
   8.3. Monitor no less than daily: Segments and DB Objects for space and organization and take corrective action if needed; Report trends by day/week/month
   8.4. Monitor validity of the database objects and recompile if needed
   8.5. Monitor no I s than daily: Oracle related Alerts, Logs and Traces and address issues that are presented
   8.6. Monitor continuously: Any process needed to connect to the database such as a listener, agent, or process related to the Instance, Forms Server, Web Server, Apache, OEM, or Concurrent Manager) and take corrective action if needed
   8.7. Execute DB Health Checklist by 8:30 AM every day and take corrective/preventive actions as needed
   8.8. Configure OEM with standard and City-requested alerts and jobs
   8.9. Create shell scripts to monitor performance as needed

9. Database tuning, to include the following activities:

   9.1. Tune Instance and Database (including init.ora, o/s related parameters) 9.2. Tune Application (DB Tier, i.e., PIJSQL)
   9.3. Tune Application (Middle tier, i.e., Oracle AS)
   9.4. Tune SQL by executing Traces/Explains and recommending/implementing improvements to queries or database to improve response
   9.5. Tune Application (Client Tier including debugging memory/cpu/version/conflict problems)
   9.6. Track, coordinate resolution, and report on all performance problems including those turned over to other teams for ultimate resolution
   9.7. Gather statistics in a timely fashion
   9.8. Recommend/Manage Materialized Views

9.9. Reorganize data and indexes as needed
9.10. Proactively address problems that trend analysis is predicting
9.11. Relocate files if needed
9.12. Purge Alerts/Archives/I.ogsli'races/Outputs related to Oracle products
9.13. Correct Out of Space and Extent Conditions

10. Database security, to include the following activities:

10.1. Eliminate Default Passwords, guard against bad passwords used with Oracle products by adhering to standards, periodically testing for password violations, and configuring profiles when possible
10.2. Add DB users, roles, profiles as specified by Program Management team
10.3. Add Application users, roles, responsibilities as specified by Program Management team
10.4. Formulate O/S security requests needed to protect the Oracle related software and the integrity of the system
10.5. Recommend Firewall/Security Specification and test implementation
10.6. Restrict Public Packages
10.7. Perform requested grants/revokes
10.8. Maintain SSL Certificates
10.9. Proactively monitor and maintain Oracle Security Patches
10.10. Design and implement Oracle Audits, including writing/distributing associated reports and cleaning up the audit files

11. Emergency problem resolution and assistance, to include the following activities:

11.1. Provide 24 x 7 monitoring of alerts, thresholds, and availability
11.2. Troubleshoot errors occurring from batch jobs or processes
11.3. Respond to off-hour help desk triage
11.4. Respond to support pager within 15 minutes
11.5. Make technical adjustments needed to provide for middle tier availability within 20 minutes of failure of an Application/Web Tier failure
11.6. Make technical adjustments needed to provide for middle tier availability within 20 minutes of failure of a DB Tier failure
11.7. Provide local resource within 2 hours for extreme emergency

12. Data movement, to include the following activities:

12.1. Configure and execute SQL*Loader
12.2. Configure and execute Import/Bxport
12.3. Move/Copy Data
12.4. Replicate Data/Environments for Patching, Development, Acceptance, Security, R&D,

training and Testing purposes

12.5. Replicate Data/Environments nightly (or as agreed upon) for Reporting Purposes

13. Related client tier support, to include the following activities:

13.1. Provide Specification for Oracle Client Software (including SQLNET/TNSNAMES) and keep master listing up to date. Install on prototype or application server.

13.2. Provide Specification for Browser/Client Requirements related to Oracle Software

13.3. Install Configure Server components (such as repositories) needed to execute client software (such as Designer, OEM)

14. Related system administration support, to include the following activities:

14.1. Perform scheduled and ad hoc startup/shutdown of instances

14.2. Perform scheduled and ad hoc backup/restores of mount points

14.3. Allocate mount points and NSF mount points

14.4. Allocate NSF Administer file permissions including ACLs

14.5. Administer Firewall definitions

14.6. Administer Unix password changes and user creation

14.7. Manage tapes including cataloging and off-site storage rotations

14.8. Monitor CPU/Memory/Disk Space, provide reports, and provide proactive recommendations

14.9. Monitor disk space; Make adjustments to keep area of YO (such as FTP) available

14.10. Apply Emergency OS Fixes/Patches

14.11. Apply Non-Emergency Fixes/Patches

14.12. Restore/Recover (O/S) components

14.13. Implement scripts requiring root access

14.14. Configure Printers

14.15. Add Unix users, roles, profiles as specified by Program Management team

14.16. Proactively monitor and maintain server security patches

15. Related application support, to include the following activities:

15.1. Oversee the running of integrated batch schedule (including off-hour problem resolution)

15.2. Manage the change control process for the supported applications

15.3. Managing notifications of outages

16. Support of the following products and activities:

16.1. Provide Sql Server Support

16.2. Provide DB2 Support

16.3. Provide MySQL support
16.4. Provide Other DBMS Support
16.5. Provide VSAM Support (for data migrations)

17. Utilization of the following XML related roles and technologies:

17.1. XML schema design
17.2. XML development including the use of **DOM/ SAX, XSD, XSLT, XPath,** and XQuery

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The **IT Infrastructure Design** scope includes tasks that may or may not be included in the following list:

1. Wide Area Network (WAN) design.
2. Local Area Network (LAN) design.
3. Design of data and network security, including the following components:
   - 3.1. Firewalls (software/hardware)
   - 3.2. Security Services (Penetration Testing, Vulnerability Scanning, Policy Development)
   - 3.3. WEB application security
   - 3.4. Database application security
   - 3.5. Intrusion Detection/Prevention
   - 3.6. Authorization/Authentication
   - 3.7. SSLs/VPNs
4. Wireless LAN and WAN design.
5. Microsoft Active Directory and LDAP Directory Integration design.
6. Enterprise server and storage design.
7. Server selection, including but not limited to the following Consultant s:
   - 7.1. Sun Enterprise
   - 7.2. HP
   - 7.3. Dell
8. Operating system tasks, including but not limited to the following Consultant s:
   - 8.1. Solaris
   - 8.2. RedHat Linux
   - 8.3. Microsoft
9. Clustering solutions, including but not limited to the following products:
   - 9.1. Oracle RAC
   - 9.2. Sun Cluster
   - 9.3. Veritas Cluster Server
10. Design of Storage Area Network products, including but not limited to the following:
    - 10.1. EMC
    - 10.2. Fujitsu
    - 10.3. Hitachi
    - 10.4. Dell
    - 10.5. HP
11. Evaluation and design of back-up and recovery solutions, including but not limited to the following Consultant products:
    - 11.1. Veritas Netbackup and Backup
    - 11.2. Exec Legato Networker
    - 11.3 Oracle DB (RMAN)

12. Performance testing and tuning of:
    12.1. Applications
    12.2. Database (Oracle and Microsoft SQL Server) PC Client Server Network
    12.3. PC Client
    12.4. Servier
    12.5. Network

13. Network design using optical networks.
14. Server consolidation and/or platform migration design, including legacy mainframe retirement.
15. Design of voice over IP solutions.
16. Design of XML middleware integration solutions.
17. Needs analysis and design of enterprise-wide business continuity/disaster recovery solutions.
18. Design of video networks, including but not limited to the following:
    18.1 CCTV (Closed Caption TeleVision)
    18.2. Video Surveillance
    18.3. Analog or Digital signal, Analog to Digital signal conversion
    18.4. WEBCAMS/WEBCAST
    18.5. Streaming Video
    18.6. Video Conferencing
19. Design of voice networks.
20. Design of IVR (Interactive Voice Response) systems for the following:
    20.1. Call Center
    20.2. Customer Relations Management (CRM)
    20.3. Computer Telephony Integration (CTI) environments
    20.4. Voice Script designs
21. Design of the following tracking, telemetry, biometrics, and other technologies that may be identified:
    21.1. RFID (Radio Frequency Identification)
    21.2. Infrared
    21.3. Magnetic Swipe
    21.4. Barcode Readers
    21.5. Smart Card
    21.6. Proximity Card
    21.7. Laser
    21.8. Document Management

The **Management Consulting** scope includes tasks that may or may not be included in the following list:

1. General IT research and recommendations addressing one or more of the following:
   - 1.1. Architectures
   - 1.2. Methodologies
   - 1.3. Technology
   - 1.4. Technology outsourcing
2. Development of functional requirements for a business application, including the following activities:
   - 2.1. Conducting staff and customer interviews
   - 2.2. Documentation of all required data sources and desired interfaces to and from the application
   - 2.3. Development of use cases and process diagrams
   - 2.4. Documentation of any existing applications and manual processes that would be affected
   - 2.5. Review of existing software packages for comparison to potential needs and for additional input as to functionality
   - 2.6. Specifications for user access, inquiry and entry needs
   - 2.7. Specifications for special technology, such as handheld devices

3.Business Process Analysis and Re-Engineering, to include the following activities:

- 3.1. Conducting staff and customer interviews
- 3.2. Documenting current work processes for validation
- 3.3. Determining current cost of providing services and assessing customer services to calculate costibenefit and ROI analysis
- 3.4. Conducting a comparison of the City's processes to reasonable benchmarks and best practices of other organizations, in both the public and private sectors. This may include surveys, questionnaires of other organizations, research, and data analysis.
- 3.5. Identifying gaps in the performance of critical processes and understanding which practices can be applied to improve performance. This may include performing detailed analysis of the way the City does business as compared to ideas and actual practices in other governments and organizations, and determining what may work best for the City.
- 3.6. Developing recommendations for improved processes, suggested activities to implement those recommendations and desired outcomes
- 3.7. Assistance in implementation of new business process and technology initiatives

4. Organizational assessment and/or organizational change management, including

CERTIFICATE OF RESOLUTION

System Development.Integration, LLC
a Delaware limited liability company

The undersigned, Linda Petty, Secretary of System Development.Integration, LLC, a Delaware limited liability company ("SDI, LLC"), does hereby certify to the City of Chicago (the "Government") that the following resolutions have been duly adopted by the Board of Managers (the "Board") of SDI Opco Holdings, LLC, the sole member of SDI, LLC (the "Company"), and are in full force and effect as of December 8, 2011, and that said actions herein described are permitted by the Certificate of Formation and the Second Amended and Restated Limited Liability Company Agreement of the Company:

NOW, THEREFORE, BE IT RESOLVED, that SDI, LLC has authorized and approved the Pre-Qualified Consultant Pool Agreement by and between the City of Chicago, acting through its Department of Innovation and Technology, and SDI, LLC in the form reviewed by the Board (the "Agreement"); and be it

FURTHER RESOLVED, that the Board has authorized each of David A. Gupta, President/Treasurer of SDI, LLC, James Boyle, Executive Vice President/CFO, and Linda Petty, Secretary/General Counsel of SDI, LLC (collectively, the "Authorized Representatives" and individually an "Authorized Representative"), acting singly, on behalf of SDI, LLC, to negotiate and enter into the Agreement, and to provide any other related document which may be required by the City of Chicago and its departments.

Date: December 8, 2011

Linda Petty, Secretary
System Development.Integration, LLC

outsourcing and consolidation on business units.

5. Application portfolio analysis for business continuity or other functions.

6. Strategic business planning, including the following activities:

   6.1. Business modeling
   6.2. Operational assessment 6.3. Critical success factors

7. Preparation of requests for information, qualifications or Proposals to determine and evaluate technical solutions.

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COMPENSATION SCHEDULE
TIME & MATERIAL ONLY

CATEGORY 2: GIS APPLICATION DEVELOPMENT, SUPPORT AND ONGOING MAINTENANCE
CATEGORY 3: ON-SITE & REMOTE DATABASE SUPPORT AND ONGOING MAINTENANCE
CATEGORY 4: IT INFRASTRUCTURE DESIGN
CATEGORY 5: MANAGEMENT CONSULTING

The Consultant named below proposes to provide all Services described in the Scope of Services for the fees set forth below.

COMPANY NAME: SYSTEM DEVELOPMENT INTEGRATION, LLC

****** See the Following Page ******

Key Personnel (Title)	Maximum Fully Loaded Hourly Rates* 2011	Maximum Fully Loaded Hourly Rates* 2012	Maximum Fully Loaded Hourly Rates* 2013	Maximum Fully Loaded Hourly Rates* 2014	Maximum Fully Loaded Hourly Rates* 2015	Maximum Fully Loaded Hourly Rates* 2016	Maximum Fully Loaded Hourly Rates* 2017

*Fully Loaded Hourly Rates include, but are not necessarily limited to: labor, overhead and payroll burden

COMPANY NAME: SYSTEM DEVELOPMENT INTEGRATION, LLC

Key Personnel (Title)	Maximum Fully Loaded Hourly Rates* 2011	Maximum Fully Loaded Hourly Rates* 2012	Maximum Fully Loaded Hourly Rates* 2013	Maximum Fully Loaded Hourly Rates* 2014	Maximum Fully Loaded Hourly Rates* 2015	Maximum Fully Loaded Hourly Rates* 2016	Maximum Fully Loaded Hourly Rates* 2017
Account Manager	$205	$210	$215	$220	$225	$230	$235
Senior Application Developer	$130	$133	$136	$139	$142	$145	$148
Application Developer	$90	$92	$94	$96	$98	$100	$102
Senior Business Analyst	$120	$123	$126	$129	$132	$135	$138
Business Analyst	$95	$97	$99	$101	$104	$107	$110
CADD	$55	$57	$59	$61	$63	$65	$67
Senior Data Analyst	$120	$123	$126	$129	$132	$135	$138
Data Analyst	$95	$97	$99	$101	$104	$107	$110
Primary DBA (City Knowledge)	$175	$179	$183	$187	$191	$195	$199
Senior DBA	$150	$153	$157	$161	$165	$169	$173
DBA	$125	$128	$131	$134	$137	$140	$143
Offsite DBA	$100	$102	$105	$108	$111	$114	$117
Senior Desktop Technician	$100	$102	$105	$108	$111	$114	$117
Desktop Technician	$75	$77	$79	$81	$83	$85	$87
Senior GIS Analyst	$175	$179	$183	$187	$191	$195	$199
GIS Analyst	$125	$128	$131	$134	$137	$140	$143
Senior GIS Application Developer	$130	$133	$136	$139	$142	$145	$148
GIS Application Developer	$100	$102	$105	$108	$111	$114	$117
Help Desk Technician	$85	$87	$89	$91	$93	$95	$97
Senior IVR Technician	$125	$128	$131	$134	$137	$140	$143
IVR Technician	$80	$82	$84	$86	$88	$90	$92
Senior Network Administrator	$150	$153	$157	$161	$165	$169	$173
Network Administrator	$110	$113	$116	$119	$122	$125	$128
Senior Network Architect	$210	$215	$220	$225	$230	$235	$240
Network Architect	$150	$153	$157	$161	$165	$169	$173
Senior Project Manager	$175	$179	$183	$187	$191	$195	$199
Project Manager	$150	$153	$157	$161	$165	$169	$173
Senior Report Writer	$100	$102	$105	$108	$111	$114	$117
Report Writer	$65	$67	$69	$71	$73	$75	$77
Senior Security Analyst	$150	$153	$157	$161	$165	$169	$173
Security Analyst	$125	$128	$131	$134	$137	$140	$143
Senior Server Administrator	$125	$128	$131	$134	$137	$140	$143
Server Administrator	$75	$77	$79	$81	$83	$85	$87
Senior System Administrator	$150	$153	$157	$161	$165	$169	$173
System Administrator	$125	$128	$131	$134	$137	$140	$143
Senior System Analyst	$120	$123	$126	$129	$132	$135	$138
System Analyst	$95	$97	$99	$101	$104	$107	$110
Senior System Architect	$150	$153	$157	$161	$165	$169	$173
System Architect	$125	$128	$131	$134	$137	$140	$143
Technical Lead	$75	$77	$79	$81	$83	$85	$87
Technical Writer	$95	$97	$99	$101	$104	$107	$110
Senior Training Specialist	$120	$123	$126	$129	$132	$135	$138
Training Specialist	$95	$97	$99	$101	$104	$107	$110
Senior Unix Administrator	$150	$153	$157	$161	$165	$169	$173
Unix Administrator	$110	$113	$116	$119	$122	$125	$128
Vendor Subject Expert	$250	$255	$261	$267	$273	$279	$285
Senior Web Developer	$130	$133	$136	$139	$142	$145	$148
Web Developer	$90	$92	$94	$96	$98	$100	$102

* Fully Loaded Hourly Rates include, but are not necessarily limited to: labor, overhead and payroll burden

EXHIBIT 2

INSURANCE REQUIREMENTS AND EVIDENCE OF INSURANCE

PROFESSIONAL SERVICES INSURANCE REQUIREMENTS
IT Professional Consulting Services

Category 2: GIS APPLICATION DEVELOPMENT, SUPPORT AND ONGOING MAINTENANCE
Category 3: ON-SITE & REMOTE DATABASE SUPPORT AND ONGOING MAINTENANCE
Category 4: IT INFRASTRUCTURE DESIGN
Category 5: MANAGEMENT CONSULTING

Consultant must provide and maintain at Consultant's own expense, during the term of the 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 coverage and requirements specified below, insuring all operations related to the Agreement.

A. 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, illness or disease.

2) Commercial General Liability (Primary and Umbrella)

Commercial General Liability Insurance or equivalent with limits of not less than **$5,000,000** 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). The City of Chicago is to be named as an additional insured on a primary, non-contributory basis for any liability arising directly or indirectly from the Services.

Sub Consultants performing Work for Consultant must maintain limits of not less than $2,000,000 with the same terms herein.

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 **$500,000** per occurrence for bodily injury and property damage. The City of Chicago is to be named as an additional insured on a primary, non-contributory basis.

Sub Consultants performing Work for Prime Consultant must maintain limits of not less than $2,000,000 with the same terms herein.

4) Error & Omissions/Professional Liability

When architect, engineers, EDP professionals including but not limited to Software Designers, Computer Programmers, Electronic Data Processors or other professional Consultants perform work in connection with this Contract, Professional Liability Insurance covering acts, errors, or omissions must be maintained with limits of not less than $1,000,000. Coverage must include but not limited to contractual liability, performance of or failure to perform EDP, performance of or other computer services, and failure of software product ot perform the function for the purpose intended. When policies are renewed or replaced, the policy retroactive date must coincide with, or precede, start of work on the Contract. A claims-made policy which is not renewed or replaced must have an extended reporting period of two (2) years.

Sub Consultants performing work for Consultant may maintain limits of not less than $1,000,000 with the same terms herein.

5) Valuable Papers

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

6) Property/Installation Floater

All Risk/Property Installation Insurance must be maintained at replacement cost for loss or damage to City machinery, equipment, materials or supplies (until City acceptance) and any other property that are part of the project/contract during the course for design, development, replacement or maintenance, testing and installation including any City equipment while at another location of Consultant. Coverage must include worksite, in transit, offsite, faulty workmanship or materials, testing and mechanical-electrical breakdown and extra expense. The City of Chicago is to be named as additional insured and loss payee.

The Consultant is responsible for all loss or damage to City of Chicago Property at full replacement cost during installation, modifications, maintenance and/or repairs to database and any IT Infrastructure Systems while in Consultant's care, custody and control, or loss to any City property as a result of the Contract.

Consultant is responsible for all loss and damage to personal property (including but not limited to material, equipment, tools and supplies), owned, used or rented, by Consultant.

B. ADDITIONAL REQUIREMENTS

Consultant must furnish the City of Chicago, Department of Procurement Services, City Hall, Room 403, 121 North LaSalle Street, 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 City of Chicago Insurance Certificate Form (copy attached as Exhibit-) or equivalent prior to execution of Agreement. The receipt of any certificate does not constitute agreement by the City that the insurance requirements in the 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 City to obtain certificates or other insurance evidence from Consultant is not a waiver by the City of any requirements for the Consultant to obtain and maintain the specified coverages. Consultant must advise all insurers of the Agreement provisions 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 the Agreement, and the City retains the right to suspend this Agreement until proper evidence of insurance is provided, or the Agreement may be terminated.

The insurance must provide for 60 days prior written notice to be given to the City in the event coverage is substantially changed, canceled or non-renewed.

Any deductibles or self-insured retentions on referenced insurance coverages must be borne by Consultant.

Consultant hereby waives and agrees to require their insurers to waive their rights of subrogation against the City of Chicago, its employees, elected officials, agents or representatives.

The coverages and limits furnished by Consultant in no way limit the Consultant's liabilities and responsibilities specified within the Agreement or by law.

Any insurance or self-insurance programs maintained by the City of Chicago do not contribute with insurance provided by Consultant under this Agreement.

The required insurance to be carried 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.

If Consultant is a joint venture or limited liability company, the insurance policies must name the joint venture or limited liability company as a named insured.

Consultant must require all Sub Consultants to provide the insurance required herein, or Consultant may provide the coverages for Sub Consultants. All Sub Consultants are subject to the same insurance requirements of Consultant unless otherwise

specified in this Agreement.

If Consultant or Sub Consultant desire additional coverages, the party desiring the additional coverages is responsible for the acquisition and cost.

Notwithstanding any provisions in the Agreement to the contrary, the City of Chicago Risk Management Department maintains the right to modify, delete, alter or change these requirements.

□

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 04/06/2011

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

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

PRODUCER
MARSH USA
ATTN: JACKIE AMATO
500 W MONROE ST
CHICAGO, IL 60661

217191-GAWXP-GAWXP-10-11

CONTACT NAME:
PHONE (A/C, No, Ext):
FAX (A/C, No):
E-MAIL ADDRESS:
PRODUCER CUSTOMER ID #:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Federal Insurance Company	20281
INSURER B : Great Northern Insurance Company	20303
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
SYSTEM DEVELOPMENT INTEGRATION, LLC
ATTN: PELLEG GRAUPE
33 W. MONROE ST., SUITE 400
CHICAGO, IL 60603

COVERAGES **CERTIFICATE NUMBER:** CHI-003610153-01 **REVISION NUMBER:** 4

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	**GENERAL LIABILITY**			3586-01-04	12/31/2010	12/31/2011	EACH OCCURRENCE	$	1,000,000
	X COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$	1,000,000
	CLAIMS-MADE X OCCUR						MED EXP (Any one person)	$	10,000
							PERSONAL & ADV INJURY	$	1,000,000
							GENERAL AGGREGATE	$	2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$	1,000,000
	X POLICY PRO-JECT LOC							$	
B	**AUTOMOBILE LIABILITY**			7353-95-56	12/31/2010	12/31/2011	COMBINED SINGLE LIMIT (Ea accident)	$	1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$	
	X ALL OWNED AUTOS						BODILY INJURY (Per accident)	$	
	SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident)	$	
	X HIRED AUTOS							$	
	NON-OWNED AUTOS							$	
	X COMP/COLL DED $500							$	
A	X **UMBRELLA LIAB** X OCCUR			7982-24-68	12/31/2010	12/31/2011	EACH OCCURRENCE	$	4,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$	4,000,000
	DEDUCTIBLE							$	
	RETENTION $							$	
A	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N			7171-18-98	12/31/2010	12/31/2011	X WC STATU-TORY LIMITS OTH-ER		
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N	N / A					E.L. EACH ACCIDENT	$	1,000,000
	(Mandatory in NH)						E.L. DISEASE - EA EMPLOYEE	$	1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	$	1,000,000
A	Professional Liability			3586-01-04	12/31/2010	12/31/2011	LIMIT:		1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Re: Contract (PO) No. 23004; Spec. No. 66760
City of Chicago is included as additional insured with regard to general liability and auto liability to the extent required by written contract.

*COVERAGE IS PRIMARY AND NON-CONTRIBUTORY OVER ANY EXISTING INSURANCE AND LIMITED TO LIABILITY ARISING OUT OF THE OPERATIONS OF THE NAMED INSURED AND WHERE REQUIRED

CERTIFICATE HOLDER

City of Chicago
Department of Procurement Services
121 N. LaSalle Street
Rm. 403
Chicago, IL 60602

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
of Marsh USA Inc.

Katey E. Jones

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ADDITIONAL INFORMATION

CHI-003610153-01

DATE (MM/DD/YY)
04/06/2011

PRODUCER

MARSH USA
ATTN: JACKIE AMATO
500 W MONROE ST
CHICAGO, IL 60661

217191-GAWXP-GAWXP-10-11

INSURERS AFFORDING COVERAGE | **NAIC #**

INSURED

SYSTEM DEVELOPMENT INTEGRATION, LLC
ATTN: PELLEG GRAUPE
33 W. MONROE ST., SUITE 400
CHICAGO, IL 60603

INSURER G:

INSURER H:

INSURER I:

INSURER J:

TEXT

CONTINUED FROM DESCRIPTION SECTION:

BY WRITTEN CONTRACT.

CERTIFICATE HOLDER

City of Chicago
Department of Procurement Services
121 N. LaSalle Street
Rm. 403
Chicago, IL 60602

AUTHORIZED REPRESENTATIVE
of Marsh USA Inc.
Katey E. Jones

SDI
we're there.®

CHICAGO • DENVER • LOS ANGELES

April 11, 2011

Jamie L. Rhee
Chief Procurement Officer
Department of Procurement Services
City of Chicago
121 N. LaSalle Street Rm. 403
Chicago, IL 60602

Via Personal Delivery

Re: Compliance with MBE/WBE Requirements for City of Chicago Contract No. 23004 Spec. No. 66760

Dear Chief Procurement Officer Rhee:

Reference is made to that certain proposed Pre-Qualified Consultant Pool Agreement between the City of Chicago Department of Innovation and Technology and System Development Integration, LLC ("SDI") for Information Technology and Related Services (the "Contract").

Pursuant to the Contract, SDI must achieve a minimum of 25% MBE and 5% WBE participation goal based on the total value of all Task Orders awarded under the Contract. With this letter, SDI wishes to acknowledge the foregoing W/MBE goals and affirm its commitment to meet the foregoing W/MBE goals under the Contract.

If you have any questions, please do not hesitate to contact me.

Best regards,

Linda Petty
Secretary/General Counsel
Tel 312.580.7515
Fax 312.580.7600
lpetty@sdienterprises.com

EXHIBIT 3

SPECIAL CONDITION REGARDING MINORITY BUSINESS ENTERPRISE COMMITMENT AND WOMEN BUSINESS ENTERPRISE COMMITMENT
Task Order Contracts
(MBE/WBE Professional Services)

I. Policy and Terms

A. It is the policy of the City of Chicago that businesses certified as Minority Business Enterprises (MBE) and Women Business Enterprises (WBE) in accordance with Section 2-92-420 et seq. of the Municipal Code of Chicago and Regulations Governing Certification of Minority and Women-owned Businesses, and all other Regulations promulgated under the aforementioned sections of the Municipal Code shall have the maximum opportunity to participate fully in the performance of this agreement. Therefore, the Contractor shall not discriminate against any person or business on the basis of race, color, national origin or sex, and shall take affirmative action to ensure that women and minority businesses shall have the maximum opportunity to compete for and perform subcontracts for supplies or services.

B. Failure to carry out the commitments and policies set forth herein shall constitute a material breach of the contract and may result in the termination of the contract or such remedy as the City of Chicago deems appropriate.

C. Accordingly, the Contractor commits to expend at least the following percentages of the total contract price (inclusive of any and all modifications and amendments), if awarded, for contract participation by MBEs and WBEs:

MBE Contract Goal: 25%
WBE Contract Goal: 5%

D. The commitment is met by the Contractor's status as an MBE or WBE, or by joint venturing with one or more certified MBEs or WBEs, or by subcontracting a portion of the work to one or more MBEs or WBEs on each task order, or by the purchase of materials used in the performance of the contract from one or more MBEs or WBEs, or by the indirect participation of MBEs or WBEs in other aspects of the Contractor's business (but no dollar of such indirect MBE or WBE participation shall be credited more than once against a Contractor's MBE or WBE commitment with respect to all contracts of such Contractor), or by any combination of the foregoing.

Note: MBE/WBE participation goals are separate and those businesses certified with the City of Chicago as both an MBE and WBE shall not be credited more than once against a Contractors MBE or WBE commitment in the performance of the contract.

E. As noted above, the Contractor may meet all or part of this commitment by contracting with MBEs or WBEs for the provision of goods or services not directly related to the performance of this contract. However, in determining the manner of MBE/WBE participation, the Contractor shall first consider involvement of MBEs/WBEs as joint venture partners, Subcontractor(s)/Subconsultant(s), and suppliers of goods and services directly related to the performance of this contract. In appropriate cases, the Chief Procurement Officer will require the Contractor to demonstrate the specific efforts undertaken to involve MBEs and WBEs in direct participation in the performance of this contract.

F. The Contractor also may with prior approval of the Chief Procurement Officer or designee, meet all, or part, of this commitment through credits received pursuant to Section 2-92-530 of the Municipal Code of Chicago for the voluntary use of MBEs or WBEs in private sector projects.

II. Definitions

A. **"Minority Business Enterprise"** or **"MBE"** means a firm awarded certification as a minority owned and controlled business in accordance with City Ordinances and Regulations.

B. **"Women Business Enterprise"** or **"WBE"** means a firm awarded certification as women owned and controlled business in accordance with City Ordinances and Regulations.

C. **"Directory"** means the Directory of Certified "Disadvantaged Business Enterprises," "Minority Business Enterprises" and "Women Business Enterprises" maintained and published by the Executive Director. The Directory identifies firms that have been certified as MBEs and WBEs, and includes both the date of their last certification and the area of specialty in which they have been certified. Contractors are responsible for verifying the current certification status of all proposed MBE and WBE firms.

D. **"Area of Specialty"** means the description of an MBE or WBE firms business which has been determined by the Chief Procurement Officer to be most reflective of the MBE or WBE firms claimed specialty or expertise. Each MBE/WBE letter of certification contains a description of the firm's Area of Specialty. This information is also contained in the Directory. Credit toward this contracts MBE and WBE participation goals shall be limited to the participation of firms performing within their Area of Specialty.

NOTICE: The Department of Procurement Services does not make any representation concerning the ability of any MBE/WBE to perform work within their Area of Specialty. It is the responsibility of all Contractors to determine the capability and capacity of MBEs/WBEs to satisfactorily perform the work proposed.

E. **"Joint Venture"** means an association of two or more businesses to carry out a single business enterprise for profit, and for which purpose they combine their expertise, property, capital, efforts, skill and knowledge. Contractors may develop joint venture agreements as an instrument to provide participation by certified MBEs and WBEs in the contract's work or services.

F. **"Executive Director"** means the executive director of the Office of Compliance or his or her designee.

G. **"Respondent"** means any individual or firm responding to a Request for Information (RFI), Request for Proposal (RFP), or Request for Qualification (RFQ).

H. **"Task Order Request"** is a solicitation document issued by a user department for a specific task or tasks pertaining the scope of services required by the user department during the term or the agreement. The Consultants will respond to the department's request by submitting a complete Task Order proposal for the department's review and approval.

I. **"Task Order Proposer"** means an approved pre-qualified consultant who has been awarded a consulting agreement in response to a Request for Proposal (RFP/Request for Qualifications (RFQ) ad who is responding to the Task Order Request.

J. **"Task Order Proposal"** means a complete package that consists of scope of services, a list of deliverables, staffing schedule, completing schedule, proposed sub-consultants including MBE/WBE sub-consultants and a detailed budget outlining billing rates and estimated number of hours of each discipline.

III. Joint Ventures

Respondents may develop joint venture agreements as an instrument to provide participation by certified MBEs and WBEs in contract work. A Joint Venture seeking to be credited for MBE and/or WBE participation may be formed among MBE and/or WBE firms or between an MBE and/or WBE firm and a non-MBE/WBE firm.

A joint venture is eligible for MBE or WBE credit if the MBE/WBE joint venture partner(s) share in the ownership, control and management responsibilities, risks and profits of the joint venture, and are responsible for a clearly defined portion of work to be performed, in proportion with the MBE and/or WBE ownership percentage.

Notice: The City requires that, whenever a joint venture is proposed as the prime Contractor, each joint venture partner must separately sign the proposal to the City, in the pages captioned TO BE EXECUTED BY A CORPORATION; TO BE EXECUTED BY A PARTNERSHIP; and/or TO BE EXECUTED BY A SOLE PROPRIETOR, as applicable.

IV. Counting MBE/WBE Participation toward the Contract Goals

A. The inclusion of any MBE or WBE in the Contractors MBE/WBE Utilization Plan shall not conclusively establish the Contractors right to full MBE/WBE credit for that firms participation in the contract. Once an MBE or WBE is determined to be eligible in accordance with these rules, the total dollar value of the work awarded to the MBE or WBE may be counted toward the MBE or WBE goal except as indicated below:

B. The Chief Procurement Officer reserves the right to deny or limit MBE/WBE credit to the Contractor where any MBE or WBE is found to be engaged in substantial subcontracting or pass-through activities with others. A Contractor may count toward its MBE and WBE goals only expenditures to firms that perform a commercially useful function. A firm is considered to perform a commercially useful function when it is responsible for the performance of a clearly defined and distinct element of work and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To determine whether a firm is performing a commercially useful function, the Chief Procurement Officer shall evaluate the amount of work subcontracted, industry practices, and other relevant factors. The amount of MBE/WBE participation credit shall be based upon an analysis by the Chief Procurement Officer of the specific duties that will be performed by the MBE or WBE. Each MBE/WBE shall be expected to actually perform a substantial (i.e., more than eighty-five percent (85%)) of the work contemplated for it by any subcontract or agreement through the use of its own employees and equipment.

Requested information may include, without limitation: (1) specific information concerning brokers fees and/or commissions; (2) intended sub-suppliers or other sources of goods and/or services; and (3) specific financial or other risks to be assumed by the MBE/WBE.

C. MBEs and WBEs who have been certified as "brokers" shall no longer be considered eligible to participate for any consideration of MBE or WBE credit on contracts awarded by the City in 1993 and thereafter, until further notice.

D. A Joint Venture may count toward its MBE or WBE goal the dollar value of the actual work performed by the MBE and/or WBE joint venture partner with its own resources.

The Chief Procurement Officer reserves the right to disallow MBE and/or WBE goal credit for all or any portion of work performed by an MBE or a WBE joint venturer based on evaluations of non-compliance with these Special Conditions or any other City, State and/or Federal regulation.

V. Regulations Governing Reduction or Waiver of MBE/WBE Goals

The following Regulations set forth the standards to be used in determining whether or not a reduction or waiver of the MBE/WBE commitment goals identified on a Task Order Request is appropriate.

1. If a Task Order Proposer determines that it is unable to meet the MBE and/or WBE goal percentage identified on the Task Order Request, a written request for the MBE and/or WBE percentage reduction or a full waiver of the MBE/WBE goal must be included in the Task Order Proposal.

2. The Task Order Proposer's written request for reduction or waiver from the commitment must be in the form of a signed petition for grant of relief from the MBE/WBE percentages submitted on the Task Order Proposer letterhead, and must demonstrate that all required efforts as set forth in this document were taken to secure the services of certified Minority and Women Business Enterprises to meet the commitments. The Chief Procurement Officer or her designee shall determine whether the request for the reduction or waiver will be granted.

3. **Task Order Proposer will be considered responsive to the terms and conditions of these Regulations if a written request and all supporting documentation that adequately addresses the conditions for a reduction or waiver of MBE/WBE goals is submitted with each Task Order Proposal.** Failure to submit documentation sufficient to support the waiver request will cause the Task Order Proposal to be found non-responsive by the Chief Procurement Officer, and the Task Order Proposal will be rejected. In such cases the remedies to be taken by the Chief Procurement Officer, in her sole discretion, may include, but are not limited to, negotiating with the next Task Order Proposer or re-soliciting the Task Order Request. All Task Order Proposers are required to submit all required documents with each Task Order Proposal in order to expedite the approval process and issue a notice to proceed.

A. Conditions for a Reduction or Waiver of MBE/WBE Goals

Each of the following elements must be present in the Task Order Proposer's written request for reduction or waiver of MBE and or WBE goal in order for the Chief Procurement Officer to review and determine whether or not such a reduction or waiver is appropriate.

1. The Task Order Proposer has documented the unsuccessful solicitation of certified MBE/WBE subcontractor(s)/subconsultant(s) of at least 50% (or at least five when there are more than eleven certified firms in the commodity area) of the appropriate certified MBE/WBE firms to perform any direct services identified or related to in the Task Order Request. Direct participation involves subcontracting a portion of the services specifically required in the Task Order Request. Documentation must include but is not necessarily limited to:

a. A detailed statement of efforts to identify and select portions of services identified in the Task Order Proposal for subcontracting to certified MBE/WBE firms;

b. A listing of all MBE/WBE firms contacted by the Task Order Proposer that includes:

(1) Names, address and telephone numbers of MBE/WBE firms solicited;
(2) Date and time of contact;
(3) Method of contact (written or facsimile). A copy of the certified written correspondence and/or a confirmed facsimile transmittal receipt must be attached.

c. Copies of certified letters or any other evidence of mailing that substantiates outreach to MBE/WBE vendors that must include:

(1) Project identification and location;
(2) Classification/commodity of services or work items for which quotations were sought;
(3) Date, item and location for acceptance of subcontractor/subconsultant bid proposals;

(4) Detailed statement which summarizes direct negotiations with appropriate MBE/WBE firms for specific portion of the services or work and indicates why negotiations were unsuccessful;

(5) Affirmation that good faith efforts have been demonstrated by choosing subcontracting opportunities likely to achieve MBE/WBE goals by not imposing any limiting conditions which were not mandatory for all subcontractor(s)/ subconsultant(s); or denying the benefits ordinarily conferred on MBE/WBE subcontractors for the type of services or work that was solicited.

OR

2. Subcontractor/Subconsultant participation will be deemed excessively costly when the MBE/WBE subcontractor/subconsultant proposal exceeds the average price quoted by more than twenty percent (20%). In order to establish that a subcontracts quote is excessively costly, the Task Order Proposer must provide the following information:

a. A detailed statement of the scope of services or work identified for MBE/WBE participation for which the Task Order Proposer asserts the MBE/WBE quote(s) were excessively costly (in excess of 20% or higher).

(1) A listing of all potential subcontractor(s)/subconsultant(s) contacted for a quotation on that scope of services or work item;

(2) Prices quoted for the subcontract in question by all such potential subcontractor(s)/subconsultant(s) for that scope of services or work item.

b. Other documentation which demonstrates to the satisfaction of the Chief Procurement Officer that the MBE/WBE proposals are excessively costly, even though not in excess of 20% higher than the average price quoted. This determination will be based on factors that include, but are not limited to the following:

(1) The Citys estimate for the work under a specific subcontract;

(2) The Task Order Proposers own estimate for the work under the subcontract;

(3) An average of the bona fide prices quoted for the subcontract;

(4) Demonstrated increase in other contract costs as a result of subcontracting to the M/WBE or other firm.

B. Assist Agency Participation

Every MBE and or WBE waiver and/or reduction request must include evidence that the Task Order Proposer has provided timely notice of the need for subcontractor(s)/subconsultant(s) to an appropriate association/assist agency representative of the MBE/WBE business community shown in Attachment A.

The notice requirement of this Section will be satisfied if a Task Order Proposer contacts at least one of the associations shown on Attachment A. When a Task Order Proposer seeks a waiver or reduction in the utilization of MBE/WBE goals, Attachment B provides the letter format a Task Order Proposer may use. If deemed appropriate, the Chief Procurement Officer or Executive Director may contact the assist agency for verification of notification.

C. Impracticability

1. If the Chief Procurement Officer determines that a lesser MBE and/or WBE percentage standard is appropriate with respect to a particular Task Order Request prior to the solicitation, the Task Order Request shall include a statement of such revised standard.

2. The MBE/WBE goal requirements set forth in these Regulations shall not apply where the Chief Procurement Officer determines prior to the issuance of a Task Order Request solicitation that MBE/WBE subcontractor/subconsultant participation is impracticable

This may occur whenever the Chief Procurement Officer determines that for reasons of time, need, industry practices or standards not previously known to the Procurement Department administrator, or such other extreme circumstances as may be deemed appropriate, such a Waiver is in the best interests of the City. This determination may be made by the Chief Procurement Officer prior to solicitation in connection with a particular Task Order Request.

VI. Procedure to Determine MBE/WBE Compliance

A. Schedule B: MBE/WBE Affidavit of Joint Venture

Where the Proposer includes the participation of any MBE or WBE as a joint venture partner, the Proposer must submit with its proposal at the Request for Qualification ("RFQ") stage, a Schedule B and the proposed joint venture agreement. These documents must clearly evidence that the MBE or WBE joint venture partner will be responsible for a clearly defined portion of the work to be performed, and that the MBE's or WBE's responsibilities and risks are proportionate to its ownership percentage. The proposed joint venture agreement must include specific details related to:

1. The parties' contributions of capital, personnel and equipment and share of the costs of insurance and bonding (if required);
2. Work items to be performed by the MBE's or WBE's own forces/equipment (if needed);
3. Work items to be performed under the supervision of the MBE or WBE venture partner; and
4. The MBE's or WBE's commitment of management, supervisory and operative personnel dedicated to the performance of the Task Order Services.

B. Schedule C-3: Letter of Intent to Perform as SubContractor/Subconsultant.

The Task Order Proposer must submit with its' Task Order Proposal an executed original Schedule C-3 for each MBE and WBE included on the Schedule D-3 in response to each Task Order Request. Each Schedule C-3 must accurately detail the scope of services to be performed by the MBE or WBE and the agreed rates and prices to be paid.

C. Schedule D-3: Compliance Plan Regarding MBE and WBE Utilization

The Task Order Proposer must submit with its' Task Order Proposal a completed Schedule D-3 in response to each Task Order Request. An approved Compliance Plan is a condition precedent to commencement of an approval of each Task Order.

Except in cases where the Task Order Proposer has submitted a request for a complete waiver of or variance from the MBE/WBE commitment in accordance with Section V. above, the Compliance Plan must commit to the utilization of each listed MBE and WBE. The Task Order Proposer is responsible for calculating the dollar equivalent of the MBE and WBE Task Order goals identified in each Task Order Request, as percentages of the total proposed dollar value of the Task Order Proposal. All Compliance Plan commitments must conform to the Schedule C-3s.

D. Letters of Certification.

A copy of each proposed MBE's and WBE's current Letter of Certification from the City of Chicago must be submitted with each Task Order Proposal in response to a Task Order Request.

A Letter of Certification includes a statement of the MBE's or WBE's area(s) of specialty. The MBE's or WBE's scope of services as detailed in the Schedule C-3 must conform to its area(s) of specialty. Where an MBE or WBE is proposed to perform services not covered by its Letter of

Certification, the MBE or WBE must request the addition of a new area at least 30 calendar days prior to the Task Order Proposal submittal date.

VII. Reporting Requirements during the Term of the Contract

A. After each Task Order has been completed, the Task Order Proposer must submit a MBE/WBE Utilization Report for that specific Task Order project.

B. "MBE/WBE Utilization Reports" are to be submitted directlyto: Office of Compliance, ATTN: Supplier Diversity Program, 333 State Street, Suite 320, Chicago, IL 60604

C. The Executive Director shall be entitled to examine, on five (5) business days prior notice, the Contractors books and records including without limitation payroll records, tax returns and records, and books of account, to determine whether the Contractor is in compliance with its commitment to MBE/WBE participation and the status of any MBE or WBE performing any portion of the contract. Such rights are in addition to any other audit inspection rights contained in the contract.

VIII. MBE/WBE Substitutions

Changes by the Task Order Proposer of the commitments earlier certified in the Schedule D-3 are prohibited. In some cases, however, it may become necessary to substitute a new MBE or WBE in order to actually fulfill the MBE/WBE requirements.

The Task Order Proposer must notify the Chief Procurement Officer immediately in writing of the necessity to reduce or terminate an MBE/WBE subcontract and to utilize a substitute firm for some phase of services. The Task Order Proposer's notification should include the reason for the substitution request, as well as, the name, address and principal official of the substitute MBE/WBE and the dollar value and scope of work of the subcontract. Attached should be all the requisite MBE/WBE affidavits and documents, as enumerated above in Section VI above, "Procedure to Determine Bid Compliance."

The City will not approve extra payment for escalated costs incurred by the Task Order Proposer when a substitution of Subcontractor(s)/Subconsultant(s)becomes necessary for the Task Order Proposer in order to comply with MBE/WBE contract requirements.

After a Notice to Proceed has been issued, no relief of the MBE/WBE requirements will be granted by the City except in exceptional circumstances. Requests for complete or partial waiver of the MBE/WBE requirements identified in each Task Order Request must be made in writing, stating all details of the request, the circumstances, and any additional relevant information. The request must be accompanied by a record of all efforts taken by the Contractor to locate specific firms, solicit MBE/WBE bids, seek assistance from technical assistance agencies, etc., as outlined above in the section V. above, entitled "Regulations Governing Reductions To or Waiver of MBE/WBE Goals".

IX. Non-Compliance and Damages

The following constitutes a material breach of this Contract and shall entitle the City to declare a default, terminate the contract and exercise those remedies provided for in the contract, at law or in equity:

(1) Failure to satisfy the MBE/WBE percentages required by the Contract; and

(2) The Contractor, Subcontractor or Subconsultant is disqualified as an MBE or WBE, when such status was a factor in Contract award, and was misrepresented by the Task Order Proposer.

In the event that the Task Order Proposer is determined not to have been involved in any misrepresentation of the status of the disqualified Subontractor/Subconsultant, the Task Order Proposer shall seek to discharge the disqualified Subcontractor/Subconsultant, upon proper notification to the Chief Procurement Officer and/or Executive Director and make every effort to identify and engage a qualified MBE or WBE as its replacement. Furthermore, continued eligibility to enter into future contracting arrangements with the City may be jeopardized as a result of non-compliance. Payments due to the Contractor may be withheld until corrective action is taken by the Contractor/Consultant and approved by the Chief Procurement Officer.

X. Arbitration

A. In the event that a Contractor has not complied with the committed MBE/WBE percentages, underutilization of MBEs/WBEs shall entitle the affected MBE/WBE to recover from the Contractor damages suffered by such MBE/WB Eentity as a result of being underutilized; provided, however, that this provision shall not apply to the extent such underutilization occurs pursuant to a waiver or substitution approved by the City. The Ordinance and contracts subject thereto provide that any disputes between the Contractor and such affected MBEs/WBEs regarding damages shall be resolved by binding arbitration before an independent arbitrator other than the City, with reasonable expenses, including attorneys fees, being recoverable by a prevailing MBE/WBE in accordance with these regulations. This provision is intended for the benefit of any MBE/WBE affected by underutilization and grants such MBE/WBE entity specific third party beneficiary rights. Any rights conferred by this regulation are non-waivable and take precedence over any agreement to the contrary, including but not limited to those contained in a subcontract, suborder, or communicated orally between a Contractor and an MBE/WBE.

B. An MBE/WBE desiring to arbitrate shall contact the Contractor in writing to initiate the arbitrative process. Except as otherwise agreed to in writing by the affected parties subject to the limitation contained in the last sentence of the previous paragraph, Section X. A. above, within ten (10) days of the Contractor receiving notification of the intent to arbitrate from the MBE/WBE the above-described disputes shall be arbitrated in accordance with the Commercial Arbitration Rules of the American Arbitration Association ("AAA"), a not-for-profit agency, with an office at 225 North Michigan Avenue, Suite 2527, Chicago, Illinois 60601-7601 [Phone: (312) 616-6560; Fax: (312) 819-0404]. All such arbitrations shall be initiated by the MBE/WBE filing a demand for arbitration with the AAA; shall be conducted by the AAA; and held in Chicago, Illinois.

C. All fees of the arbitrator are the initial responsibility of the MBE/WBE; provided, however, that the arbitrator is authorized to award reasonable expenses, including attorneys and arbitrator fees, as damages to a prevailing MBE/WBE.

D. The MBE/WBE must send the City a copy of the "Demand for Arbitration" within ten (10) days after it is filed with the AAA. The MBE/WBE also must send the City a copy of the decision of the arbitrator within ten (10) days of receiving such decision. Judgment upon the award rendered by the arbitrator may be entered in any court of competent jurisdiction.

XI. Penalty for Failure to Meet MBE/WBE Commitments

In accordance with Article IV Section 2-92-445 of the Municipal Code of Chicago, in the event a Contractor fails to meet its overall MBE/WBE commitment on a specific contract, a penalty may be assessed.

XII. Record Keeping

The Contractor shall maintain records of all relevant data with respect to the utilization of MBEs/WBEs, retaining these records for a period of at least three years after final acceptance of the work. Full access to these records shall be granted to the City of Chicago, Federal or State authorities in this project, the U.S. Department of Justice, or any duly authorized representatives thereof.

XIII. Information Sources

Small business guaranteed loans; surety bond guarantees; 8 (a) certification:

U.S. Small Business Administration Program
500 W. Madison Street, Suite 1250
Chicago, Illinois 60661

General Information
(312) 353-4528

S.B.A. - Bond Guarantee Surety Bonds
500 West Madison, Suite 1250
Chicago, Illinois 60661
Attention: Carole Harris
(312) 353-4003

S.B.A. - Procurement Assistance
500 West Madison, Suite 1250
Chicago, Illinois 60661
Attention: Robert P. Murphy, Area Regional Administrator
(312) 353-7381

Project Information and General MBE/WBE Information:
City of Chicago
Department of Procurement Services
Contract Administration Division
City Hall - Room 403
Chicago, Illinois 60602
Attention: Monica Jimenez
(312) 744-0845

Directory of Certified Disadvantaged, Minority and Women Business Enterprises:

City of Chicago
Office of Compliance
ATTN: Supplier Diversity Program
333 State Street, Suite 320
Chicago, IL 60604

General Information, Department of Procurement Services: www.cityofchicago.org

General Information, Department of Procurement Services: www.cityofchicago.org/procurement

Information on MBE/WBE availability in the manufacturing, sales or supplies and related fields (direct assistance from 42 regional affiliates located throughout the U.S.):

National Minority Suppliers Development Council, Inc.
1040 Avenue of the Americas, 2nd floor
New York, New York 10018
Attention: Harriet R. Michel
(212) 944-2430

Chicago Minority Business Development Council
1 East Wacker Drive
Suite 1200
Chicago, Illinois 60601
Attention: Tracye Smith, Executive Director
Phone#:(312)755-8880
Fax #: (312) 755-8890

ATTACHMENT A – ASSIST AGENCY

Alliance of Business Leaders & Entrepreneurs (ABLE)
150 N. Michigan Ave. Suite 2800
Chicago, IL 60601
Phone: (312) 624-7733
Fax: (312) 624-7734
Web: www.ablechicago.com

Alliance of Minority and Female Contractors
c/o Federation of Women Contractors
5650 S. Archer Avenue
Chicago, IL 60638
Phone: (312) 360-1122
Fax: (312) 360-0239

American Brotherhood of Contractors Business Development Center
11509 S. Elizabeth
Chicago, IL 60643
Phone: (773) 928-2225
Fax: (773)928-2209
Web: www.american-brotherhood.org

Asian American Institute
4753 N. Broadway St. Suite 904
Chicago, IL 60640
Phone: (773) 271-0899
Fax: (773) 271-1982
Web: www.aaichicago.org

Association of Asian Construction Enterprises
333 N. Ogden Avenue
Chicago, IL 60607
Phone: (847) 525-9693
Email: nakmancorp@aol.com

Black Contractors United
400 W. 76th Street, Suite 200
Chicago, IL 60620
Phone: (773 483-4000
Fax: (773) 483-4150
Web: www.blackcontractorsunited.com

Chatham Business Association Small Business Development, Inc.
8441 S. Cottage Grove Avenue
Chicago, IL 60619
Phone: (773)994-5006
Fax: (773)994-9871
Web: www.cbaworks.org

Chicago Area Gay & Lesbian Chamber of Commerce
3656 N. Halsted
Chicago, IL 60613
Phone: (773) 303-0167
Fax: (773) 303-0168
Web: www.glchamber.org

Chicago Minority Supplier Development Council, Inc.
105 W. Adams, Suite 2300
Chicago, IL 60603-6233
Phone: (312) 755-8880
Fax: (312) 755-8890
Web: www.chicagomsdc.org

Chicago Urban League
4510 S. Michigan Ave.
Chicago, IL 60653
Phone: (773) 285-5800
Fax: (773) 285-7772
Web: www.cul-chicago.org

Cosmopolitan Chamber of Commerce
203 N. Wabash, Suite 518
Chicago, IL 60601
Phone: (312) 499-0611
Fax: (312) 332-2688
Web: www.cosmochamber.org

Federation of Women Contractors
5650 S. Archer Avenue
Chicago, IL 60638
Phone: (312) 360-1122
Fax: (312) 360-0239
Web: www.fwcchicago.com

Hispanic American Construction Industry Association (HACIA)
901 West Jackson Boulevard, Suite 205
Chicago, IL 60607
Phone: (312) 666-5910
Fax: (312) 666-5692
Web: www.haciaworks.org

Illinois Hispanic Chamber of Commerce
855 W. Adams, Suite 100
Chicago, IL 60607
Phone: (312) 425-9500
Fax: (312) 425-9510
Web: www.ihccbusiness.net

Latin American Chamber of Commerce
3512 West Fullerton Avenue
Chicago, IL 60647
Phone: (773) 252-5211
Fax: (773) 252-7065
Web: www.latinamericanchamberofcommerce.com

National Association of Women Business Owners
Chicago Chapter
230 E. Ohio, Suite 400
Chicago, IL 60611
Phone: (312) 224-2605
Fax: (312) 6448557
Web: www.nawbochicago.org

Rainbow/PUSH Coalition
International Trade Bureau
930 E. 50th Street
Chicago, IL 60615
Phone: (773) 256-2781
Fax: (773) 373-4104
Web: www.rainbowpush.org

Suburban Minority Contractors Association
1250 Grove Ave. Suite 200
Barrington, IL 60010
Phone: (847) 852-5010
Fax: (847) 382-1787
Web: www.suburbanblackcontractors.org

Uptown Center Hull House
4520 N. Beacon Street
Chicago, IL 60640
Phone: (773) 561-3500
Fax: (773) 561-3507
Web: www.hullhouse.org

Women Construction Owners & Executives (WCOE)
Chicago Caucus
308 Circle Avenue
Forest Park, IL 60130
Phone: (708) 366-1250
Fax: (708) 366-5418
Web: www.wcoeusa.org

Women's Business Development Center
8 South Michigan Ave., Suite 400
Chicago, IL 60603
Phone: (312) 853-3477
Fax: (312) 853-0145
Web: www.wbdc.org

Chicago Women in Trades (CWIT)
4425 S. Western Blvd.
Chicago, IL 60609-3032
Phone: (773) 376-1450
Fax: (312) 942-0802
Web: www.chicagowomenintrades.org

Coalition for United Community Labor Force
1253 W. 63rd Street
Chic-go, IL 60636
Phone: (773) 863-0283

Englewood Black Chamber of Commerce
P.O. Box 21453
Chicago, IL 60621

South Shore Chamber, Incorporated
Black United Funds Bldg.
1813 E. 71st Street
Chicago, IL 60649-2000
Phone: (773) 955- 9508

United Neighborhood Organization (UNO)
954 W. Washington Blvd., 3rd Floor
Chicago, IL 60607
Phone: (312) 432-6301
Fax: (312) 432-0077
Web: www.uno-online.org

ATTACHMENT B
(*On Bidder/Respondent's Letterhead*)

RETURN RECEIPT REQUESTED

(Date)

Re: Specification _____
Description: _____

(Assist Agency Name and Address)

Dear_____:

(Bidder/Respondent)_____intends to submit a bid/proposal in response to the above referenced specification with the City of Chicago. Bids are due _____advertised specification with the City of Chicago.

The following areas have been identified for subcontracting opportunities on both a direct and indirect basis:

_____
_____
_____

Our efforts to identify potential subcontractors have not been successful in order to meet the Disadvantaged/Minority/Women Business Enterprise contract goal. **Due to the inability to identify an appropriate DBE/MBE/WBE firm certified by the City of Chicago to participate as a subcontractor or joint venture partner, a request for the waiver of the contract goals will be submitted.** If you are aware of such a firm, please contact

_____ at _____
Name of Company Representative Address/phone

within (10) ten working days of receipt of this letter.

Under the City of Chicago's MBE/WBE/DBE Ordinance, your agency is entitled to comment upon this waiver request to the City of Chicago. Written comments may be directed within fifteen (15) working days of your receipt of this letter to:

Monica Cardenas, Deputy Procurement Officer
Department of Procurement Services
City of Chicago
121 North La Salle Street, Room 403
Chicago, Illinois 60602

If you wish to discuss this matter, please contact the undersigned at_____.

Sincerely,

_____

B. Specify MBE/WBE percentages for each of the following (provide narrative descriptions and other detail as applicable):

1. Profit and loss sharing: _____

2. Capital contributions:
   (a) Dollar amounts of initial contribution: _____
   _____

   (b) Dollar amounts of anticipated on-going contributions: _____

3. Contributions of equipment (Specify types, quality and quantities of equipment to be provided by each venturer): _____
_____
_____
_____

4. Other applicable ownership interests, including ownership options or other agreements which restrict or limit ownership and/or control: _____
_____
_____
_____

5. Provide copies of <u>all</u> written agreements between venturers concerning this project.

6. Identify each current City of Chicago contract (and each contract completed during the past two (2) years) by a joint venture of two or more firms participating in this joint venture:
_____
_____
_____
_____

VII. Control of and Participation in the Joint Venture. Identify by name and firm those individuals who are, or will be, responsible for, and have the authority to engage in the following management functions and policy decisions. (Indicate any limitations to their authority such as dollar limits and co-signatory requirements.):

A. Joint venture check signing:
_____
_____
_____
_____

B. Authority to enter contracts on behalf of the joint venture:
_____
_____
_____
_____

C. Signing, co-signing and/or collateralizing loans:
_____

D. Acquisition of lines of credit:

E. Acquisition and indemnification of payment and performance bonds:

F. Negotiating and signing labor agreements:

G. Management of contract performance. (Identify by name and firm only):

1. Supervision of field operations:

2. Major purchases:

3. Estimating:

4. Engineering:

VIII. Financial Controls of joint venture:

A. Which firm and/or individual will be responsible for keeping the books of account?

B. Identify the "managing partner," if any, and describe the means and measure of their compensation:

C. What authority does each venturer have to commit or obligate the other to insurance and bonding companies, financing institutions, suppliers, subcontractors, and/or other parties participating in the performance of this contract or the work of this project?

IX. State the approximate number of operative personnel (by trade) needed to perform the joint venture's work under this contract. Indicate whether they will be employees of the non-MBE/WBE firm, the MBE/WBE firm, or the joint venture.

Trade	Non-MBE/WBE Firm (Number)	MBE/WBE (Number)	Joint Venture (Number)

If any personnel proposed for this project will be employees of the joint venture:

A. Are any proposed joint venture employees currently employed by either venturer?
Currently employed by non-MBE/WBE (number) ____ Employed by MBE/WBE ____

B. Identify by name and firm the individual who will be responsible for hiring joint venture employees:

C. Which venturer will be responsible for the preparation of joint venture payrolls:

X. Please state any material facts of additional information pertinent to the control and structure of this joint venture.

The undersigned affirms that the foregoing statements are correct and include all material information necessary to identify and explain the terms and operations of our joint venture and the intended participation of each venturer in the undertaking. Further, the undersigned covenant and agree to provide to the City current, complete and accurate information regarding actual joint venture work and the payment therefore, and any proposed changes in any provision of the joint venture agreement, and to permit the audit and examination of the books, records and files of the joint venture, or those of each venturer relevant to the joint venture by authorized representatives of the City or the Federal funding agency.

Any material misrepresentation will be grounds for terminating any contract which may be awarded and for initiating action under federal or state laws concerning false statements.

Note: If, after filing this Schedule B and before the completion on the joint venture's work on the project, there is any change in the information submitted, the joint venture must inform the City of Chicago, either directly or through the prime contractor if the joint venture is a subcontractor.

_____
Name of MBE/WBE Partner Firm

_____
Signature of Affiant

_____
Name and Title of Affiant

_____
Date

On this _____ day of _____ , 20 ____ , the above-signed officers

_____,
(names of affiants)

personally appeared and, known to me be the persons described in the foregoing Affidavit, acknowledged that they executed the same in the capacity therein stated and for the purpose therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

_____
Signature of Notary Public

My Commission Expires: _____

(SEAL)

SCHEDULE C-3
MBE/WBE Letter of Intent to Perform as Subcontractor/Subconsultant or Supplier
Task Order Contracts

Project Name: _____
Contract Number: _____ Release Number: _____

From:_____
(Name of MBE or WBE Firm)

To:_____ and the City of Chicago:
(Name of Prime Contractor)

The MBE/WBE status of the undersigned is confirmed by the attached Certification Letter from the City of Chicago, effective,

_____ to _____

The undersigned is prepared to provide the following services or supply the following goods in connection with the named project/contract:

_____

_____

The above described services is being offered for the following price and described terms of payment:

_____

_____

SUB-SUBCONTRACTING LEVELS

_____ % of the dollar value of the MBE or WBE subcontract that will be subcontracted to a non-MBE or WBE firm(s).
_____ % of the dollar value of the MBE or WBE subcontract that will be subcontracted to a MBE or WBE firm(s).

NOTICE:
If any of the MBE's or WBE's scope of work will be subcontracted, attach a brief explanation, description and pay item number of the work that will be subcontracted. A zero (0) must be shown in each blank if the MBE/WBE will not be subcontracting any of the work listed or attached to this schedule.
The undersigned will enter into a formal written agreement for the above work with you as a Prime Contractor, conditioned upon your execution of a contract with the City of Chicago, within three (3) business days of your receipt of a signed contract from the City of Chicago.
NOTICE: THIS SCHEDULE AND ATTACHMENTS REQUIRE ORIGINAL SIGNATURES.

_____
(Signature of Owner, President or Authorized Agent of MBE/WBE)

_____
Name /Title (Print)

_____
Phone

_____
Date

SCHEDULE D-3
Compliance Plan regarding MBE/WBE Utilization
Task Order Contracts

Contract#: _____ **Project #:** _____

Project Description: _____

In connection with the above captioned contract, I HEREBY DECLARE AND AFFIRM that I am the

_____ and authorized representative of
(Title of Affiant)

_____
Name of Prime Contractor

and that I have personally reviewed the material and facts set forth in and submitted with the Schedule C-3 regarding **Minority Business Enterprise (MBE) and Women Business Enterprise (WBE)** to perform as subcontractor/subconsultant. All **MBE/WBE** firms included in this plan have been certified as such by the City of Chicago (current letter of certification attached).

I. Complete this section for <u>each</u> MBE/WBE participating on this Task Order.

1. Name of MBE/WBE firm: _____

Address: _____

Name of Contact Person/Title: _____

Phone Number: _____

Dollar Amount of Participation: $ _____

Percentage of Participation: _____ %

If indirect participation is being used, describe in detail the service that will be performed and provide detailed project information (i.e., project name, description, location, type of service and/or supplies that are being purchased. Copies of invoices, bill of sale and cancelled checks must be submitted to the Department of Procurement Services upon project completion.)

_____
_____
_____
_____

SCHEDULE D-3
Compliance Plan regarding MBE/WBE Utilization
Task Order Contracts

2. Name of MBE/WBE:_____

Address:_____

Name of Contact Person/Title:_____

Phone Number: _____

Dollar Amount of Participation: $_____

Percentage of Participation: _____%

If indirect participation is being used, describe in detail the service that will be performed and provide detailed project information (i.e., project name, description, location, type of service and/or supplies that are being purchased. Copies of invoices, bill of sale and cancelled checks must be submitted to the Department of Procurement Services upon project completion.)

_____

_____

_____

_____

3. Name of MBE/WBE:_____

Address:_____

Contact Person:_____ Phone: _____

Dollar Amount of Participation: $_____

Percentage of Participation: _____%

If indirect participation is being used, describe in detail the service that will be performed and provide detailed project information (i.e., project name, description, location, type of service and/or supplies that are being purchased. Copies of invoices, bill of sale and cancelled checks must be submitted to the Department of Procurement Services upon project completion.)

_____

_____

_____

4. Name of MBE/WBE:_____

Address:_____

SCHEDULE D-3
Compliance Plan regarding MBE/WBE Utilization
Task Order Contracts

Contact Person:_____ Phone: _____

Dollar Amount of Participation: $_____

Percentage of Participation: _____%

If indirect participation is being used, describe in detail the service that will be performed and provide detailed project information (i.e., project name, description, location, type of service and/or supplies that are being purchased. Copies of invoices, bill of sale and cancelled checks must be submitted to the Department of Procurement Services upon project completion.)

_____
_____
_____
_____

5. Attach additional sheets as needed.

II. **Summary of Direct MBE/WBE Proposal:**

1. MBE Direct Participation

Name of MBE firm	Dollar Amount	Percent
_____	$_____	_____%
_____	$_____	_____%
_____	$_____	_____%
Total MBE Direct Participation	$_____	_____%

2. WBE Direct Participation

Name of WBE firm	Dollar Amount	Percent
_____	$_____	_____%
_____	$_____	_____%
_____	$_____	_____%
Total WBE Direct Participation	$_____	_____%

SCHEDULE B: Affidavit of Joint Venture (MBE/WBE)

This form need not be submitted if all joint venturers are MBEs and/or WBEs. In such a case, however, a written joint venture agreement among the MBE and WBE venturers must be submitted. In all proposed joint ventures, each MBE and/or WBE venturer must submit a copy of their current Letter of Certification.

All Information Requested by this Schedule must Be Answered in the Spaces Provided. Do Not Refer to Your Joint Venture Agreement Except to Expand on Answers Provided on this Form. If Additional Space Is Required, Additional Sheets May Be Attached.

I. Name of joint venture: _____
Address of joint venture: _____
_____
Phone number of joint venture: _____

II. Identify each non-MBE/WBE venturer(s):
Name of Firm: _____
_____
Address: _____
Phone: _____
Contact person for matters concerning MBE/WBE compliance: _____

III. Identify each MBE/WBE venturer(s):
Name of Firm: _____
Address: _____
Phone: _____
Contact person for matters concerning MBE/WBE compliance: _____
_____

IV. Describe the role(s) of the MBE and/or WBE venturer(s) in the joint venture: _____
_____
_____
_____
_____

V. Attach a copy of the joint venture agreement. In order to demonstrate the MBE and/or WBE venturer's share in the ownership, control, management responsibilities, risks and profits of the joint venture, the proposed joint venture agreement must include specific details related to: (1) the contributions of capital and equipment; (2) work items to be performed by the MBE/WBE's own forces; (3) work items to be performed under the supervision of the MBE/WBE venturer; and (4) the commitment of management, supervisory and operative personnel employed by the MBE/WBE to be dedicated to the performance of the project.

VI. Ownership of the Joint Venture.
A. What are the percentage(s) of MBE/WBE ownership of the joint venture?
MBE/WBE ownership percentage(s) _____
Non-MBE/WBE ownership percentage(s) _____

SCHEDULE D-3
Compliance Plan regarding MBE/WBE Utilization
Task Order Contracts

III. **Summary of Indirect MBE/WBE Proposal:**

1. MBE Indirect Participation

Name of MBE firm	Dollar Amount	Percent
_____	$_____	_____%
_____	$_____	_____%
_____	$_____	_____%
Total MBE Indirect Participation	$_____	_____%

2. WBE Indirect Participation

Name of WBE firm	Dollar Amount	Percent
_____	$_____	_____%
_____	$_____	_____%
_____	$_____	_____%
Total WBE Indirect Participation	$_____	_____%

To the best of my knowledge, information and belief, the facts and representations contained in this Schedule are true, and no material facts have been omitted.

The contractor designates the following person as their MBE/WBE Liaison Officer:

Name _____ Phone Number: _____

I do solemnly declare and affirm under penalties of perjury that the contents of the foregoing document are true and correct, and that I am authorized, on behalf of the contractor, to make this affidavit.

_____
Signature of Affiant (Date)

State of _____
County of _____

This instrument was acknowledged before me on _____(date)
by_____(name /s of person/s)
as_____(type of authority, e.g., officer, trustee, etc.)
of _____(name of party on behalf of whom instrument was executed).

(Seal)

_____
Signature of Notary Public

EXHIBIT 4

ONLINE ECONOMIC DISCLOSURE STATEMENT AND AFFIDAVIT CERTIFICATE OF FILING

Complete the online Economic Disclosure Statement (EDS) which includes a Disclosure of Retained Parties. Please submit an electronically signed, one page EDS Certificate of Filing which validates that the EDS has been filed. Additionally, the Municipal Code of Chicago requires the disclosure of Familial Relationships with Elected City Officials and Department Heads. The web address to submit your EDS is: **https://webapps.cityofchicago.org/EDSWeb**

CERTIFICATE OF FILING FOR

CITY OF CHICAGO ECONOMIC DISCLOSURE STATEMENT

EDS Number: 21298
Certificate Printed on: 04/06/2011

Date of This Filing:04/06/2011 10:27 AM
Original Filing Date:04/06/2011 10:27 AM

Disclosing Party: System Development Integration, LLC
Filed by: Linda Petty

Title:Secretary/General Counsel

Matter: Pre-Qualified Consultant Pool Agreement for Information Technology and Related Services
Applicant: System Development Integration, LLC
Specification #: 66760
Contract #: 23004

The Economic Disclosure Statement referenced above has been electronically filed with the City. Please provide a copy of this Certificate of Filing to your city contact with other required documents pertaining to the Matter. For additional guidance as to when to provide this Certificate and other required documents, please follow instructions provided to you about the Matter or consult with your City contact.

A copy of the EDS may be viewed and printed by visiting https://webapps.cityofchicago.org/EDSWeb and entering the EDS number into the EDS Search. Prior to contract award, the filing is accessible online only to the disclosing party and the City, but is still subject to the Illinois Freedom of Information Act. The filing is visible online to the public after contract award.

EXHIBIT 5
LIST OF KEY PERSONNEL

Category 2: GIS APPLICATION DEVELOPMENT, SUPPORT AND ONGOING MAINTENANCE
Category 3: ON-SITE & REMOTE DATABASE SUPPORT AND ONGOING MAINTENANCE
Categroy 4: IT INFRASTRUCTURE DESIGN
Category 5: MANAGEMENT CONSULTING

SYSTEM DEVELOPMENT INTEGRATION, LLC

For each Key Personnel committed to this project provide information below as requested per Section 3.03.

1. Name: David Gupta
Title: President/CEO
Role: Account Manager

2. Name: Mark Raffel
Title: Senior Vice President
Role: Account Manager

3. Name:
Title:
Role:

4. Name:
Title:
Role:

EXHIBIT 6
CONTRACTUAL REQUIREMENTS RELATED TO HIPAA

The terms below that are capitalized and in bold have the same meanings as set forth in the Health Insurance Portability and Accountability Act. *See* 45 CFR parts 160 and 164.

1. Consultant must not use or further disclose Protected Health Information ("PHI") other than as permitted or required by this Agreement or as Required by Law. (http://www.hhs.gov/ocr/hipaa/)
2. Consultant must use appropriate safeguards to prevent the use or disclosure of PHI other than as provided for in this Agreement.
3. Consultant must mitigate to the extent practicable any harmful effect that is known to Consultant of a use or disclosure of PHI by Consultant in violation of the requirements of this Agreement.
4. Consultant must report any use or disclosure of the PHI not provided for by this Agreement to the City.
5. Consultant must ensure that any agent, including a subcontractor, to whom it provides PHI received from, or created or received by Consultant on behalf of the City agrees to the same restrictions and conditions that apply through this Agreement to Consultant with respect to such information.
6. If the Consultant has PHI in a Designated Record Set then Consultant must provide access, at the request of the City, and in the time and manner designated by the City, to PHI in a Designated Record Set, to City or, as directed by City, to an Individual in order to meet the requirements under 45 CFR 164.524.
7. If the Consultant has PHI in a Designated Record Set then Consultant must make any amendments to PHI in a Designated Record Set that the City directs or agrees to pursuant to 45 CFR 164.526 at the request of City or an Individual, and in the time and manner designated by City.
8. Consultant must make internal practices, books and records relating to the use and disclosure of PHI received from, or created or received by Consultant on behalf of, City available to the City, or at the request of the City to the Secretary, in a time and manner designated by the City or the Secretary, for purposes of the Secretary determining City's compliance with the Privacy Rule.
9. Consultant must document the disclosure of PHI and information relating to such disclosures as would be required for City to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR 164.528.
10. Consultant must provide to City or an Individual, in time and manner designated by City, information collected which relates to the disclosure of PHI, to permit City to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR 164.528.
11. Consultant must either return all PHI to the City or destroy it, at the City's option, upon termination or expiration of this Agreement.
12. Consultant must implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the electronic health information that it creates, receives, maintains, or transmits on behalf of the City as required by 45 CFR part 164.
13. Consultant must ensure that any agent, including a subcontractor, to whom it provides such information agrees to implement reasonable and appropriate safeguards to protect it.
14. Consultant must report to the City any security incident of which it becomes aware.

Specification No. 66760

Purchase Order No. 23004

ACKNOWLEDGMENT

Consultant, System Development.Integration, LLC, acknowledges, accepts and agrees that P.O. No. 23004 (the "Contract") is modified in the manner specified below. The following Contract changes are incorporated into the Contract as if fully set forth in the body of the Contract.

1. The current Proprietary Rights of Indemnification language as identified in Article 9 Section 9.02(B) of the Master Consultant Agreement is stricken, and is replaced by the following provision:

Section 9.02(B) Proprietary Rights of Indemnification

1. The Consultant will indemnify, defend and hold completely harmless the City Indemnitees from and against any Losses relating to or arising out of infringement or alleged infringement by any part of the Consultant's Deliverables of any patent or copyright or other proprietary rights, provided however, that this indemnification provision will (i) not apply to an infringement or alleged infringement caused by any modification or alteration of the Consultant's Deliverables not approved by Consultant, if, but only to the extent that, the infringement would not have occurred but for such modification or alteration.

2. Promptly after the Consultant receives written notice of any claim, action, suit or proceeding which is subject to indemnification under this Section, Consultant must: (i) notify the City that Consultant will undertake the defense thereof, and (ii) retain legal counsel reasonably satisfactory to the City to conduct the defense thereof. The Consultant and the City will cooperate with the party which undertakes the defense of such claim, action, suit or proceeding in any manner that such party reasonably requests of the other. In the event that the Consultant fails to undertake its defense or subsequently abandons its defense, the City may (but is not obligated to) defend, compromise or settle such claim, action, suit or proceeding at Consultant's expense. The Consultant will not compromise or settle any claim, action, suit or proceeding in which any relief other than the payment of money damages is sought against the City without the prior written consent of the City.

3. In the event of any claim, action, suit or proceeding, the Consultant will successfully defend such, and (i) obtain the right for the City to continue using the infringing product or proprietary property, or (ii) modify the Consultant's Deliverables at Consultant's cost to make it non-infringing, without material loss of function or utility and without a material increase in operating costs, or (iii) replace the infringing material with materials containing at least equivalent functionality as the infringing material.

2. Article 9 - Risk Management of the Master Consulting Agreement is amended to incorporate the following provision:

Section 9.03 Limitation of Liability

The City and the Consultant agree that the Consultant's liability for damages arising from this Agreement and the performance thereof shall not exceed three times the Maximum Task Order Request compensation value as established in Section 6.04 provided that, such limitation does not apply to third party claims covered by the indemnity provisions set forth above, losses of whatever nature which the City may suffer on account of Consultant's gross negligence or willful misconduct or which arise from Consultant's breach of its warranty obligations and losses of whatever nature that are covered under the insurance policy Consultant has been required to obtain under this Agreement. It shall be further agreed by City and Consultant that based on Task Order Request description and complexity, the CIO and CPO reserve the right to revise the monetary limitation placed on any Task Order Request generated. Such revised limitation will be identified in the Task Order Request.

System Development.Integration, LLC
(Consultant)

By: _____
Its: President

Attest: _____
Secretary

State of IL
County of Cook

This instrument was acknowledged before me on this 12th day of September, 20 11 by David A. Gupta as President (or other authorized officer) and Linda Petty as Secretary of SDI, LLC (Corporation Name).

(Seal) Dawn M. Dome
Notary Public Signature
Commission Expires: 08/23/12

OFFICIAL SEAL
DAWN M. DOME
Notary Public - State of Illinois
My Commission Expires Aug 23, 2012

EXHIBIT 3

Evidence of Insurance

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 05/01/2014

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

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

PRODUCER
MARSH USA
ATTN: JACKIE AMATO
540 W. MADISON
CHICAGO, IL 60661

CONTACT NAME:
PHONE (A/C, No, Ext):
FAX (A/C, No):
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Federal Insurance Company	20281
INSURER B : Great Northern Insurance Company	20303
INSURER C : Chubb Indemnity Insurance Co	12777
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
System Development Integration, LLC
Attn: Stan Stec
33 W. Monroe, Suite 400
Chicago, IL 60606

COVERAGES **CERTIFICATE NUMBER:** CHI-004909381-01 **REVISION NUMBER:** 1

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	**GENERAL LIABILITY**			3586-01-04	12/31/2012	06/04/2014	EACH OCCURRENCE	$ 1,000,000
	X COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
	CLAIMS-MADE X OCCUR						MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$ 2,000,000
	X POLICY PRO-JECT LOC							$
B	**AUTOMOBILE LIABILITY**			7353-95-56	12/31/2012	06/04/2014	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	X ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS / NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
							COMP./COLL. DED.	$ 500
A	X **UMBRELLA LIAB** X OCCUR			7982-24-68	12/31/2012	06/04/2014	EACH OCCURRENCE	$ 2,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 2,000,000
	DED RETENTION $							$
C	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N			7171-18-98	12/31/2013	06/04/2014	X WC STATU-TORY LIMITS OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? **(Mandatory in NH)** N	N / A					E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
A	PROFESSIONAL LIABILITY			3586-01-04	12/31/2012	06/04/2014	LIMIT	2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Cook County, its officials, employees and agents is/are included as additional insured with regard to general liability to the extent required by written contract. General Liability is primary and non-contributory over any existing insurance and limited to liability arising out of the operations of the named insured and where required by written contract. Waiver of subrogation is applicable where required by written contract.

CERTIFICATE HOLDER

Cook County
Office of CPO
118 N. Clark St.
Room 1018
Chicago, IL 60602

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
of Marsh USA Inc.

Manashi Mukherjee Manashi Mukherjee

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EXHIBIT 4
Cook County Board of Commissioners Authorization

RECORDER OF DEEDS

14-3546

PROPOSED CONTRACT

Department(s): Recorder of Deeds

Vendor: System Development Integration, LLC Chicago, Illinois

Request: Authorization for the Chief Procurement Officer to enter into and execute

Good(s) or Service(s): Provide technology-based consulting and project management services.

Contract Value: $375,000.00

Contract period: 8/1/2014 – 7/31/2015 with one (1) one (1) year renewal option

Potential Fiscal Year Budget Impact: FY 2014, $156,250.00; FY 2015, $218,750.00

Accounts: 570-260

Contract Number(s): 1441-13549

Concurrences:
The vendor has met the Minority and Women Owned Business Enterprises Ordinance.

The Chief Procurement Officer concurs.

The Bureau of Technology concurs.

Summary: This is a Comparable Government Procurement pursuant to Section 34-140 of Procurement Code. System Development Integration (SDI), LLC was previously awarded a contract through the City of Chicago's competitive RFQ process. SDI is a GIS application Development, Support and Management Consulting Firm.

CCRD is striving to build a prototype land record website that will display images from the County's enterprise GIS which will allow users to search for land records using a familiar address and map-based interface. The phased approach will first utilize an internal prototype website that will be used to train CCRD staff and subsequently result in a public rollout. Additionally, the firm will do a broad assessment of CCRD's IT Department.

COOK COUNTY
OFFICE OF THE CHIEF PROCUREMENT OFFICER
CERTIFICATION FOR CONSULTING OR AUDITING SERVICES

This Certification is made and required pursuant to Section 34-193 of the Procurement Code, and must be completed by any Contractor providing Consulting or Auditing Services for Cook County or Elected Officials. For purposes of this Certification, the following definitions shall apply:

"Auditing" means the formal examination of accounting records or financial statements for compliance with financial accounting standards applicable to governmental entities, which functions are generally exclusively performed or supervised by Persons licensed and authorized to do business as public accounts in the State. Auditing shall also include any independent reports and management recommendations derived or resulting from the performance of auditing services and which reports and recommendations are included within the scope of the Contract for Auditing Services.

"Consulting" means the rendering of analysis and advice requiring specialized expertise in a particular subject area or field. Such expertise may have been gained by education or experience in the area or field. Consulting expressly excludes auditing services.

"Elected Official" means the President and Commissioners of the Cook County Board, Assessor, Board of Review, Chief Judge, Clerk of the Circuit Court, County Clerk, Recorder of Deeds, Sheriff, State's Attorney, Treasurer and any other elected official included in the Cook County Appropriations Ordinance.

"County" shall mean the offices which are administered by the President of the County Board.

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 to.

SECTION 1: CONTRACTOR'S INFORMATION

COMPANY NAME: System Development Integration, LLC

ADDRESS: 33 West Monroe Street, Suite 400, Chicago, IL 60603

TELEPHONE: 312-580-7500

CONTACT NAME: Brian Diver, President

CONTACT EMAIL: bdiver@sdienteprises.com

SECTION 2: AFFILIATE INFORMATION

If the Contractor has any "Affiliates" please provide the names, addresses and telephone numbers of each Affiliate below. For purposes of this Certification "Affiliates" shall mean any Person that directly or indirectly through one or more intermediaries Controls, is Controlled by, or is under Control with the Person specified. "Control" shall mean a Person that has the power to directly or indirectly affect the management or the policies of the other through ownership of voting securities or voting rights, by contract or otherwise. "Person" means any individual, corporation, partnership, Joint Venture, trust, association, limited liability company, sole proprietorship or other legal entity.

SDI Opco Holdings, LLC 33 W. Monroe St., Ste. 400, Chicago, IL 60603 312-580-7500

SECTION 3: CONTRACT INFORMATION

a. This Certification relates to the following Contract: Contract No. 1441-13549 GIS Integration Services

b. The Contractor is providing the following type of Services: [ ] Auditing or [x] Consulting

c. The Contractor is providing the Services under the Contract for the following Cook County Business Unit or Elected Official:
Recorder of Deeds

d. Is the Contractor or its Affiliates, if any, providing Consulting or Auditing Services, either directly, or as a subcontractor to the County or Elected Official under any other Contracts? [X] Yes or [ ] No.
If yes, please state the other Contract Number(s) and the Nature of Services.

Contract No. 10-41-83 JTDC Digital Video Project

THE CONTRACTOR ACKNOWLEDGES, UNDERSTANDS AND AGREES AS FOLLOWS:

a. It has read Section 34-193 (a)-(b) of the Procurement Code, which provides as follows:

The County will not enter into any Contract for Auditing Services, nor shall it consent to a subcontract for such Auditing Services, with any Person, if such Person, or any Affiliate of such Person, has a Contract or subcontract for consulting services for or with the County. Additionally, the County will not enter into any Contract for Consulting Services, nor shall it consent to a subcontract for such Consulting Services, with any Person, if such Person, or any Affiliate of such Person, has a Contract or subcontract for Auditing Services for or with the County. For purposes of this provision, "County" shall refer only to offices which are administered by the President of the County Board and shall not refer to offices which are administered by Elected Officials.

The County shall not enter into any Contract for Consulting Services on behalf of any Elected Official, nor shall it consent to a subcontract for such Consulting Services on behalf of an Elected Official with any Person, if such Person, or any Affiliate of such Person, has a Contract or subcontract to provide Auditing Services for the Elected Official.

b. The Contractor's Services under the Contract shall not violate Section 34-193 of the Procurement Code.

c. The information provided herein is a material inducement to the CPO's execution of the Contract, and the CPO may rely on the information provided herein. The Contractor warrants that the information contained herein is true and correct. If the CPO determines that any information provided herein is false, incomplete, or incorrect, the CPO may terminate the Contract.

Signature

Brian Diver

Name (Type or Print)

President

Title

July 29, 2014

Date

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.

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)

X 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. [X] **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: Urban GIS, Inc.

Address: 150 North Michigan Avenue, Suite 2800, Chicago, IL 60601

E-mail: ks@urbangis.com

Contact Person: Keith Searles Phone: 312-291-4482

Dollar Amount Participation: $ 131,250

Percent Amount of Participation: 35% %

*Letter of Intent attached? Yes X No ____
*Letter of Certification attached? Yes X 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.**

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)

X 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).

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Dollar Amount Participation: $ 131,250

Percent Amount of Participation: 35% %

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

M/WBE Firm: Urban GIS, Inc.

Address: 150 N. Michigan Ave., Suite 2800

City/State: Chicago, IL Zip 60607

Phone: 312-291-4482 Fax: 877-815-4450

Email: ks@urbangis.com

Certifying Agency: City of Chicago

Certification Expiration Date: 6-30-2014

FEIN #: 51-0637535

Contact Person: Keith Searles

Contract #: 1441-13549

Participation: [X] Direct [ ] Indirect

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

[X] 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:

GIS Consulting Services

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

35% of the value of the Cook County Contract 1441-13549

(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.

Keith A Searles	Brian Diver
Signature (*M/WBE*)	Signature (*Prime Bidder/Proposer*)
Keith Searles, President	Brian Diver, President
Print Name	Print Name
Urban GIS, Inc.	System Development Integration, LLC
Firm Name	Firm Name
4/21/2014	April 17, 2014
Date	Date
Subscribed and sworn before me	Subscribed and sworn before me
this 21 day of April, 20 14.	this 17th day of April, 20 14.
Notary Public Danielle Mitchell	Notary Public Cecelia R. Bolden
SEAL	SEAL

OFFICIAL SEAL
DANIELLE MITCHELL
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES:10/12/16

CECELIA R BOLDEN
OFFICIAL SEAL
Notary Public, State of Illinois
My Commission Expires
November 05, 2017

M/WBE Firm: Urban GIS, Inc.

Address: 150 N. Michigan Ave., Suite 2800

City/State: Chicago, IL Zip 60607

Phone: 312-291-4482 Fax: 877-815-4450

Email: ks@urbangis.com

Certifying Agency:

Certification Expiration Date:

FEIN #:

Contact Person: Keith Searles

Contract #: 1441-13549

Participation: [X] Direct [ ] Indirect

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

[X] 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:

GIS Consulting Services

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

35% of the value of the Cook County Contract 1441-13549

(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*)
Keith Searles, President	Brian Diver, President
Print Name	Print Name
Urban GIS, Inc.	System Development Integration, LLC
Firm Name	Firm Name
	April 17, 2014
Date	Date

Subscribed and sworn before me

this ____ day of _____, 20____.

Notary Public _____

SEAL

Subscribed and sworn before me

this 17th day of April, 20 14.

Notary Public Cecelia R. Bolden

SEAL

CECELIA R BOLDEN
OFFICIAL SEAL
Notary Public, State of Illinois
My Commission Expires
November 05, 2017

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.

DEPARTMENT OF PROCUREMENT SERVICES

CITY OF CHICAGO

Copy sent via email:
ks@urbangis.com

March 25, 2014

Keith A. Searles
Urban GIS, Inc.
1021 W. Adams St.
Suite LL4
Chicago, IL 60607

Dear Mr. Searles:

This letter is to inform you that the City of Chicago has extended your status as a **Minority Business Enterprise (MBE)** until **June 30, 2014**. We are providing this extension to allow enough time to provide any additional documentation that your application may be missing and for our office to complete our review of all of the submitted documents.

This extension does not guarantee eligibility in the program but will act as a courtesy extension until we receive all of the required documentation and complete a review of that documentation.

Please present this letter as evidence of your certification to be included with bid document submittals as needed.

If you have any questions, please feel free to call our office at 312-744-1929.

Sincerely,

George W. Coleman, Jr.
Deputy Procurement Officer

GWC/tma

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.

By: Brian Dwer

Brian Dwer, President

REQUIRED DISCLOSURES (SECTION 5)

1. DISCLOSURE OF LOBBYIST CONTACTS

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

Name	Address
N/A	

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

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

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

Yes: X No: _____

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

33 West Monroe Street, Suite 400, Chicago, IL 60603

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

Yes: X No: _____

3. THE CHILD SUPPORT ENFORCEMENT ORDINANCE (PREFERENCE (CODE, CHAPTER 34, SECTION 34-366)

Every Applicant for a County Privilege shall be in full compliance with any child support order before such Applicant is entitled to receive or renew a County Privilege. When delinquent child support exists, the County shall not issue or renew any County Privilege, and may revoke any County Privilege.

All Applicants are required to review the Cook County Affidavit of Child Support Obligations attached to this EDS (EDS-8) and complete the following, based upon the definitions and other information included in such Affidavit.

4. REAL ESTATE OWNERSHIP DISCLOSURES.

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

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

PERMANENT INDEX NUMBER(S): N/A

(ATTACH SHEET IF NECESSARY TO LIST ADDITIONAL INDEX NUMBERS)

OR:

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

5. EXCEPTIONS TO CERTIFICATIONS OR DISCLOSURES.

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

N/A

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

COOK COUNTY DISCLOSURE OF OWNERSHIP INTEREST STATEMENT

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

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

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

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

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

This Disclosure of Ownership Interest Statement must be submitted by :

1. An Applicant for County Action and

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

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

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

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

Identifying Information:

Name System Development Integration, LLC D/B/A: _____ EIN NO.: 36-4115389

Street Address: 33 West Monroe Street, Suite 400

City: Chicago State: IL Zip Code: 60603

Phone No.: 312-580-7500

Form of Legal Entity:

[ ] Sole Proprietor [ ] Partnership [ ] Corporation [ ] Trustee of Land Trust

[ ] Business Trust [ ] Estate [ ] Association [ ] Joint Venture

[X] Other (describe) Limited Liability Company.

Note: The above information is subject to verification prior to the award of the contract.

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
SDI Opco Holdings, LLC	33 W. Monroe St., Ste. 400 Chicago IL 60603	100%

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

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

3. Is the Applicant constructively controlled by another person or Legal Entity? [X] 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
SDI Opco Holdings, LLC	33 W. Monroe St., Ste. 400 Chicago, IL 60603	100%	Sole Member and Manager of Applicant

Declaration (check the applicable box):

[X] I state under oath that the Applicant has withheld no disclosure as to ownership interest in the Applicant nor eserved 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.

Brian Diver
Name of Authorized Applicant/Holder Representative (please print or type)

President
Title

Brian Diver
Signature

April 14, 2014
Date

bdiver@sdienterprises.com
E-mail address

312-580-7500
Phone Number

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

My commission expires

OFFICIAL SEAL
BARBARA J JACKSON
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES:02/26/17

X Barbara J. Jackson
Notary Public Signature
Notary Seal

COOK COUNTY DISCLOSURE OF OWNERSHIP INTEREST STATEMENT

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"*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 [X] Stock/Beneficial Interest Holder

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

Identifying Information:

Name GC-SDI Holdco, Inc. D/B/A: _____ EIN NO.: 26-1747573

Street Address: 2929 Arch Street, Suite 2700

City: Philadelphia State: PA Zip Code: 19104

Phone No.: 215-717-2914

Form of Legal Entity:

[ ] Sole Proprietor [ ] Partnership [X] Corporation [ ] Trustee of Land Trust

[ ] Business Trust [ ] Estate [ ] Association [ ] Joint Venture

[ ] Other (describe) _____

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.

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"*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 [X] Stock/Beneficial Interest Holder

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

Identifying Information:

Name SDI Opco Holdings, LLC D/B/A: _____ EIN NO.: 26-1848848

Street Address: 33 West Monroe Street, Suite 400

City: Chicago State: IL Zip Code: 60603

Phone No.: 312-580-7500

Form of Legal Entity:

[ ] Sole Proprietor [ ] Partnership [ ] Corporation [ ] Trustee of Land Trust

[ ] Business Trust [ ] Estate [ ] Association [ ] Joint Venture

[X] 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
GC-SDI Holdco, Inc.	2929 Arch Street, Suite 2700, Philadelphia, PA 19104	95% of SDI Opco Holdings, LLC

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 eserved any information, data or plan as to the intended use or purpose for which the Applicant seeks County Board or other County Agency action.

[X] I state under oath that the Holder has withheld no disclosure as to ownership interest nor reserved any information required to be disclosed.

David Gupta
Name of Authorized Applicant/Holder Representative (please print or type)

Manager, SDI Opco Holdings, LLC
Title

Signature

April 14, 2014
Date

dgupta@sdienterprises.com
E-mail address

312-580-7500
Phone Number

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

My commission expires:

OFFICIAL SEAL
BARBARA J JACKSON
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES:02/26/17

x Barbara J. Jackson
Notary Public Signature
Notary Seal

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
LLR Equity Partners III, L.P.	2929 Arch St., Ste 2700, Philadelphia, PA 19104	86% of Swordfish Acquisition, LLC
MCG-Swordfish Investments, LLC	1455 Pennsylvania Ave., Suite 400, Washington DC 20004	14% of Swordfish Acquisition, LLC

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 eserved any information, data or plan as to the intended use or purpose for which the Applicant seeks County Board or other County Agency action.

[X] I state under oath that the Holder has withheld no disclosure as to ownership interest nor reserved any information required to be disclosed.

David Gupta
Name of Authorized Applicant/Holder Representative (please print or type)

Manager, SDI Opco Holdings, LLC
Title

Signature

April 14, 2014
Date

dgupta@sdienterprises.com
E-mail address

312-580-7500
Phone Number

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

My commission expires

OFFICIAL SEAL
BARBARA J JACKSON
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES:02/26/17

X Barbara J. Jackson
Notary Public Signature
Notary Seal

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.

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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 [X] Stock/Beneficial Interest Holder

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

Identifying Information:

Name Swordfish Acquisition, LLC D/B/A: _____ EIN NO.: 90-0852677

Street Address: 2929 Arch Street, Suite 2700

City: Philadelphia State: PA Zip Code: 19104

Phone No.: 215-717-2914

Form of Legal Entity:

[ ] Sole Proprietor [ ] Partnership [ ] Corporation [ ] Trustee of Land Trust

[ ] Business Trust [ ] Estate [ ] Association [ ] Joint Venture

[X] 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
Swordfish Acquisition, LLC	2929 Arch St., Ste 2700, Philadelphia, PA 19104	100% of GC-SDI Holdco, Inc.

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 eserved any information, data or plan as to the intended use or purpose for which the Applicant seeks County Board or other County Agency action.

[X] I state under oath that the Holder has withheld no disclosure as to ownership interest nor reserved any information required to be disclosed.

David Gupta
Name of Authorized Applicant/Holder Representative (please print or type)

Manager, SDI Opco Holdings, LLC
Title

Signature

April 14, 2014
Date

dgupta@sdienterprises.com
E-mail address

312-580-7500
Phone Number

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

My commission expires:

OFFICIAL SEAL
BARBARA J JACKSON
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES:02/26/17

x Barbara J. Jackson
Notary Public Signature
Notary Seal

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Name	Address	Percentage Interest in Applicant/Holder
GC-SDI Holdco, Inc.	2929 Arch Street, Suite 2700, Philadelphia, PA 19104	95% of SDI Opco Holdings, LLC

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.

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Title

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April 14, 2014
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MCG-Swordfish Investments, LLC	1455 Pennsylvania Ave., Suite 400, Washington DC 20004	14% of Swordfish Acquisition, LLC

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.

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Manager, SDI Opco Holdings, LLC
Title

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Name	Address	Percentage Interest in Applicant/Holder
SDI Opco Holdings, LLC	33 W. Monroe St., Ste. 400 Chicago IL 60603	100%

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

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Name	Address	Percentage of Beneficial Interest	Relationship
SDI Opco Holdings, LLC	33 W. Monroe St., Ste. 400 Chicago, IL 60603	100%	Sole Member and Manager of Applicant

Declaration (check the applicable box):

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Brian Diver
Name of Authorized Applicant/Holder Representative (please print or type)

President
Title

Brian Diver
Signature

April 14, 2014
Date

bdiver@sdienterprises.com
E-mail address

312-580-7500
Phone Number

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

My commission expires

OFFICIAL SEAL
BARBARA J JACKSON
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MY COMMISSION EXPIRES:02/26/17

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David Gupta
Name of Authorized Applicant/Holder Representative (please print or type)

Manager, SDI Opco Holdings, LLC
Title

Signature

April 14, 2014
Date

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Brian Diver
Name of Authorized Applicant/Holder Representative (please print or type)

President
Title

Brian Diver
Signature

April 14, 2014
Date

bdiver@sdienterprises.com
E-mail address

312-580-7500
Phone Number

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

My commission expires

OFFICIAL SEAL
BARBARA J JACKSON
NOTARY PUBLIC - STATE OF ILLINOIS
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X Barbara J. Jackson
Notary Public Signature

Notary Seal

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: System Development Integration, LLC

BUSINESS ADDRESS: 33 W. Monroe Street, Suite 400, Chicago, IL 60603

BUSINESS TELEPHONE: 312-580-7500 FAX NUMBER: 312-580-7600

CONTACT PERSON: Brian Diver, President

FEIN: 36-4115389 * CORPORATE FILE NUMBER: 02423227

MANAGING MEMBER: SDI Opco Holdings, LLC MANAGING MEMBER: _____

**SIGNATURE OF MANAGER: _____
David Gupta, Manager, SDI Opco Holdings, LLC

ATTEST: _____
Linda Petty, Secretary

Subscribed and sworn to before me this

14th day of April, 20 14.

OFFICIAL SEAL
BARBARA J JACKSON
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES:02/26/17

x _____
Notary Public Signature

_____
Notary Seal

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

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

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MANAGING MEMBER: SDI Opco Holdings, LLC MANAGING MEMBER:

**SIGNATURE OF MANAGER:

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ATTEST:

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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
- Child
- Brother
- Sister
- Aunt
- Uncle
- Niece
- Nephew
- Grandparent
- Grandchild
- Father-in-law
- Mother-in-law
- Son-in-law
- Daughter-in-law
- Brother-in-law
- Sister-in-law
- Stepfather
- Stepmother
- Stepson
- Stepdaughter
- Stepbrother
- Stepsister
- Half-brother
- 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: Brian Diver Title: President

Business Entity Name: System Development Integration, LLC Phone: 312-580-7500

Business Entity Address: 33 West Monroe Street, Suite 400, Chicago, IL 60603

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

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

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

X 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.

Owner/Employee's Signature

April 14, 2014
Date

Subscribe and sworn before me this 14th Day of April, 20 14

a Notary Public in and for Cook County

(Signature)

NOTARY PUBLIC SEAL

OFFICIAL SEAL
BARBARA J JACKSON
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES:02/26/17

My Commission expires 2/26/2017

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

OFFICIAL SEAL
BARBARA J JACKSON
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES:02/26/17

EDS-12

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.

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FEIN: 36-4115389 * CORPORATE FILE NUMBER: 02423227

MANAGING MEMBER: SDI Opco Holdings, LLC MANAGING MEMBER: _____

**SIGNATURE OF MANAGER: _____
David Gupta, Manager, SDI Opco Holdings, LLC

ATTEST: _____
Linda Petty, Secretary

Subscribed and sworn to before me this

14th day of April, 20 14.

OFFICIAL SEAL
BARBARA J JACKSON
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES:02/26/17

X _____
Notary Public Signature

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Notary Seal

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** **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.**

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(SECTION 8)

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MANAGING MEMBER: SDI Opco Holdings, LLC MANAGING MEMBER: _____

**SIGNATURE OF MANAGER: _____
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ATTEST: _____
Linda Petty, Secretary

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MY COMMISSION EXPIRES:02/26/17

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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:

Sam E. M

COOK COUNTY CHIEF PROCUREMENT OFFICER

DATED AT CHICAGO, ILLINOIS THIS 29 DAY OF August, 20 14.

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

THE FOREGOING BID/PROPOSAL AS IDENTIFIED IN THE CONTRACT DOCUMENTS FOR CONTRACT NUMBER 1441-13549

OR

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

TOTAL AMOUNT OF CONTRACT: $ 375,000.00
(DOLLARS AND CENTS)

FUND CHARGEABLE:_____

APPROVED BY BOARD OF
COOK COUNTY COMMISSIONERS

JUL 23 2014

COM_____

APPROVED AS TO FORM:

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