



OFFICE OF THE CHIEF PROCUREMENT OFFICER

SHANNON E. ANDREWS

CHIEF PROCUREMENT OFFICER

118 North Clark Street, Room 1018 • Chicago, Illinois 60602 • (312) 603-5370

TONI PRECKWINKLE

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of Commissioners**

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17th District

May 5, 2015

Mr. David C. Namkung
Clarity Partners, LLC
227 W. Monroe Street, Suite 3950
Chicago, IL 60606

**RE: Notice of Award
Contract Number 1488-14219
Information Technology Assessment Task Order**

Dear Mr. Namkung :

This correspondence is to serve as notice that the County of Cook has awarded the above-mentioned contract.

Attached is a copy of the Contract and Purchase Order for your records. Please refer to the contract number above when inquiring about this award. Please do not provide service until your firm has been notified by a representative of the using department.

If you have any questions, please contact buyer, title, at telephone number or via email at renee.milton@cookcountyil.gov.

Sincerely,

Shannon E. Andrews (QE)
Shannon E. Andrews
Chief Procurement Officer

SEA/rm

cc: Contract File
Using Department



**OFFICE OF THE CHIEF PROCUREMENT OFFICER
COUNTY OF COOK**

118 NORTH CLARK ST. ROOM 1018
CHICAGO, ILLINOIS 60602-1375
(312) 603-5370



PURCHASE ORDERED ISSUED TO
827415

Clarity Partners, LLC
227 W. Monroe St. Suite 3950
Chicago IL 60606

DATE
11/25/2014
F.O.B. POINT

**PURCHASE ORDER NO.
190397 - 000- OP**
**REQUISITION NO.
00115767 OC**

COOK COUNTY FEIN: 36-6006541
ILLINOIS SALES TAX EXEMPT: E-9998-2013-04
FEDERAL EXCISE TAX EXEMPT CERT: 36-75-D038K

SHIP TO Information Technology-Automation
Cook County Administration Offices
69 W. Washington Street Rm 2700
Chicago IL 60602-3007

DELIVERY INSTRUCTIONS

Business Office 312-603-1373 69 W.
Washington #2700

DEPT NO	
0091369	Page 1 of 1

LINE	FURNISH THE FOLLOWING SUPPLIES AND/OR SERVICE	QUANTITY/ UOM	UNIT PRICE	EXTENDED PRICE	ACCOUNT NUMBER
1.00	INFORMATION TECHNOLOGY ASSESSMENT TASK ORDER AS PER CONTRACT #1488-14219 AUTHORIZED BY THE CHIEF PROCUREMENT OFFICER CONTRACT PERIOD: MAY 8, 2015 THRU MAY 7, 2016 AMOUNT AUTHORIZED: \$144,942.50	.00 JB	.0000	144,942.50	1000.300359
		***** Total Order *****		144,942.50	

NOTE: VENDOR AGREES NOT TO EXCEED THE QUANTITY OR DOLLAR AMOUNT OF THIS ORDER WITHOUT WRITTEN AUTHORIZATION FROM THE CHIEF PROCUREMENT OFFICER

RECEIPT CERTIFICATION (FOR DEPARTMENT USE ONLY)

I hereby certify that I have received the goods/services reflected above and that the items referenced are in full conformity with the purchase order/contract.

Authorized Signature: _____

Date: _____

I hereby certify that this purchase is in agreement with the requisition on file authorizing the expenditure and is properly approved.

CHIEF PROCUREMENT OFFICER

Date: _____

Sharon E. Anderson 5th May 2015
OP

**PROFESSIONAL SERVICES AGREEMENT
INFORMATION TECHNOLOGY ASSESSMENT**

BETWEEN



COOK COUNTY GOVERNMENT

BUREAU OF TECHNOLOGY

AND

CLARITY PARTNERS, LLC

TASK ORDER NO: 1488-14219

(Reference Contract: City Of Chicago Contract No. 23005)

PROFESSIONAL SERVICES AGREEMENT

TABLE OF CONTENTS

TERMS AND CONDITIONS	2
ARTICLE 1) INCORPORATION OF BACKGROUND	2
ARTICLE 2) DEFINITIONS.....	2
a) Definitions.....	2
b) Interpretation.....	3
c) Incorporation of Exhibits	3
ARTICLE 3) DUTIES AND RESPONSIBILITIES OF CONSULTANT	4
a) Scope of Services.....	4
b) Deliverables	4
c) Standard of Performance.....	4
d) Personnel.....	5
e) Minority and Women's Business Enterprises Commitment	6
f) Insurance	6
g) Indemnification	9
h) Confidentiality and Ownership of Documents	9
i) Patents, Copyrights and Licenses	10
j) Examination of Records and Audits	10
k) Subcontract Subcontracting or Assignment of Contract or Contract Funds.....	11
ARTICLE 4) TERM OF PERFORMANCE.....	12
a) Term of Performance	12
b) Timeliness of Performance	12
ARTICLE 5) COMPENSATION	13
a) Basis of Payment.....	13
b) Method of Payment.....	13
c) Funding	14
d) Non-Appropriation.....	14
e) Taxes	14
f) Price Reduction.....	14
g) Contractor Credits.....	15
ARTICLE 6) DISPUTES	15
ARTICLE 7) COMPLIANCE WITH ALL LAWS	15
ARTICLE 8) SPECIAL CONDITIONS	15
a) Warranties and Representations.....	15
b) Ethics.....	16
c) Joint and Several Liability	17
d) Business Documents	17

e)	Conflicts of Interest.....	17
f)	Non-Liability of Public Officials	18
ARTICLE 9) EVENTS OF DEFAULT, REMEDIES, TERMINATION, SUSPENSION AND RIGHT TO OFFSET		18
a)	Events of Default Defined	18
b)	Remedies.....	19
c)	Early Termination	20
d)	Suspension	21
e)	Right to Offset.....	22
f.)	Delays	22
g.)	Prepaid Fees	22
ARTICLE 10) GENERAL CONDITIONS		22
a)	Entire Agreement	22
b)	Counterparts	23
c)	Modifications and Amendments	23
d)	Governing Law and Jurisdiction.....	24
e)	Severability	24
f)	Assigns.....	24
g)	Cooperation.....	25
h)	Waiver.....	25
i)	Independent Contractor.....	25
j)	Governmental Joint Purchasing Agreement	26
ARTICLE 11) NOTICES.....		26
ARTICLE 12) AUTHORITY		26

Economic Disclosure Statement
Signature Pages

List of Exhibits

- Exhibit 1 Scope of Services and Price Proposal
- Exhibit 2 Evidence of Insurance
- Exhibit 3 Special Conditions

List of Attachments

- Attachment 1 City Of Chicago (Contract No. 23005)

AGREEMENT

This Agreement is made and entered into by and between the County of Cook, a public body corporate of the State of Illinois, on behalf of Office of the Chief Procurement Officer hereinafter referred to as "County" and CLARITY PARTNERS, LLC 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 Qualifications process for Non-Target Market Information Technology and Related Services for Various Scope Categories, which included Category 5: Management Consulting, 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 (Contract No. 23005) for the provision of services by the Consultant for the City relative to Application Development , Support and Ongoing Maintenance ; 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 Clarity Partners, LLC herein after the "Consultant"; and

Whereas, the County, through the Bureau Of Technology, 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 **Information Technology Assessment** 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. as set forth in Exhibit 1, Scope of Services and Price Proposal, and incorporated herein by reference;

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

TERMS AND CONDITIONS

ARTICLE 1) INCORPORATION OF BACKGROUND

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

ARTICLE 2) DEFINITIONS

a) Definitions

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

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

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

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

"Department" means the Cook County Using Department.

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

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

b) Interpretation

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

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

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

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

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

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

c) Incorporation of Exhibits

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

List of Exhibits

- Exhibit 1 Scope of Services and Price Proposal
- Exhibit 2 Evidence of Insurance
- Exhibit 3 Special Conditions

List of Attachments

- Attachment 1 City Of Chicago (Contract No 23005)

ARTICLE 3) DUTIES AND RESPONSIBILITIES OF CONSULTANT

a) Scope of Services

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

b) Deliverables

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

The County may reject Deliverables that do not include relevant information or data, or do not include all documents or other materials specified in this Agreement or reasonably necessary for the purpose for which the County made this Agreement or for which the County intends to use the Deliverables. If the County determines that Consultant has failed to comply with the foregoing standards, it has 30 days from the discovery to notify Consultant of its failure. If Consultant does not correct the failure, if it is possible to do so, within 30 days after receipt of notice from the County specifying the failure, then the County, by written notice, may treat the failure as a default of this Agreement under Article 9.

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

c) Standard of Performance

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

Consultant must assure that all Services that require the exercise of professional skills or judgment are accomplished by professionals qualified and competent in the applicable discipline and appropriately licensed, if required by law. Consultant must provide copies of any such licenses. Consultant remains responsible for the professional and technical accuracy of all

Services or Deliverables furnished, whether by Consultant or its Subcontractors or others on its behalf. All Deliverables must be prepared in a form and content satisfactory to the Department and delivered in a timely manner consistent with the requirements of this Agreement.

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

d) Personnel

i) Adequate Staffing

Consultant must, upon receiving a fully executed copy of this Agreement, assign and maintain during the term of this Agreement and any extension of it an adequate staff of competent personnel that is fully equipped, licensed as appropriate, available as needed, qualified and assigned exclusively to perform the Services. Consultant must include among its staff the Key Personnel and positions as identified below. The level of staffing may be revised from time to time by notice in writing from Consultant to the County and with written consent of the County, which consent the County will not withhold unreasonably. If the County fails to object to the revision within 14 days after receiving the notice, then the revision will be considered accepted by the County.

ii) Key Personnel

Consultant must not reassign or replace Key Personnel without the written consent of the County, which consent the County will not unreasonably withhold. "**Key Personnel**" means those job titles and the persons assigned to those positions in accordance with the provisions of this Section 3.d(ii). The Department may at any time in writing notify Consultant that the County will no longer accept performance of Services under this Agreement by one or more Key Personnel listed. Upon that notice Consultant must immediately suspend the services of the key person or persons and must replace him or them in accordance with the terms of this Agreement. A list of Key Personnel is found in Exhibit 1, Scope of Services and Price Proposal.

iii) Salaries and Wages

Consultant and Subcontractors must pay all salaries and wages due all employees performing Services under this Agreement unconditionally and at least once a month without deduction or rebate on any account, except only for those payroll deductions that are mandatory by law or are permitted under applicable law and regulations. If in the performance of this Agreement Consultant underpays any such salaries or wages, the Comptroller for the County may withhold, out of payments due to Consultant, an amount sufficient to pay to employees underpaid the

difference between the salaries or wages required to be paid under this Agreement and the salaries or wages actually paid these employees for the total number of hours worked. The amounts withheld may be disbursed by the Comptroller for and on account of Consultant to the respective employees to whom they are due. The parties acknowledge that this Section 3.4(c) is solely for the benefit of the County and that it does not grant any third party beneficiary rights.

e) Minority and Women's Business Enterprises Commitment

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

f) Insurance

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.

Consultant shall require all Subcontractors to provide the insurance required in this Agreement, or Consultant may provide the coverages for Subcontractors. All Subcontractors are subject to the same insurance requirements as Consultant except paragraph (d) Excess Liability or unless specified otherwise.

The Cook County Department of Risk Management maintains the right to modify, delete, alter or change these requirements.

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

(b) **Commercial General Liability Insurance**

The Commercial General Liability shall be on an occurrence form basis (ISO Form CG 0001 or equivalent) to cover bodily injury, personal injury and property damage.

Each Occurrence	\$ 1,000,000
General Aggregate	\$ 2,000,000
Completed Operations Aggregate	\$ 2,000,000

The General Liability policy shall include the following coverages:

- (a) All premises and operations;
- (b) Contractual Liability;
- (c) Products/Completed Operations;
- (d) Severability of interest/separation of insureds clause

(c) **Commercial Automobile Liability Insurance**

When any vehicles are used in the performance of this contract, Consultant shall secure Automobile Liability Insurance for bodily injury and property damage arising from the Ownership, maintenance or use of owned, hired and non-owned vehicles with a limit no less than \$1,000,000 per accident.

(d) **Excess Liability**

Such policy shall be excess over Commercial General Liability, Automobile Liability, and Employer's Liability with limits not less than the following amounts:

Each Occurrence:	\$1,000,000
General Aggregate	\$1,000,000

(e) **Professional / Technology Errors and Omissions Liability**

Consultant shall secure Professional Liability insurance covering any and all

claims arising out of the performance or nonperformance of professional services for the County under this Agreement. This professional liability insurance shall remain in force for the life of the Consultant's obligations under this Agreement, and shall have a limit of liability of not less than \$1,000,000 to \$2,000,000 per occurrence (*amount set by County for each project*). If any such policy is written on a claims made form, the retroactive date shall be prior to or coincident with the effective date of this contract. Claims made form coverage, or extended reporting following the expiration or termination of this contract shall be maintained by the Consultant for a minimum of three years following the expiration or early termination of this contract and the Consultant shall annually provide the County with proof of renewal. Subcontractors performing professional services for the Consultant must maintain limits of not less than \$1,000,000 per occurrence with the same terms in this section.

Additional requirements

(a) **Additional Insured**

The required insurance policies, with the exception of the Workers Compensation and Professional Liability, must name Cook County, its officials, employees and agents as additional insureds with respect to operations performed. Consultant's insurance shall be primary and non-contributory with any insurance maintained by Cook County. Any insurance or self-insurance maintained by Cook County shall be excess of the Consultant's insurance and shall not contribute with it. The full policy limits and scope of protection shall apply to Cook County as an additional insured even if they exceed the minimum insurance limits specified above.

(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 consent of the Cook County Department of Risk Management. The insurance limits required herein may be satisfied by a combination of primary, umbrella and/or excess liability insurance policies.

(c) **Insurance Notices**

Consultant shall provide the Office of the Chief Procurement Officer with thirty (30) days advance written notice in the event any required insurance will be cancelled, materially reduced or non-renewed. Consultant shall secure

replacement coverage to comply with the stated insurance requirements and provide new certificates of insurance to the Office of the Chief Procurement Officer.

Prior to the date on which Consultant commences performance of its part of the work, Consultant shall furnish to the Office of the Chief Procurement Officer certificates of insurance maintained by Consultant. The receipt of any certificate of insurance does not constitute agreement by the County that the insurance requirements have been fully met or that the insurance policies indicated on the certificate of insurance are in compliance with insurance required above.

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.

(d) Waiver of Subrogation Endorsements

All insurance policies must contain a Waiver of Subrogation Endorsement in favor of Cook County.

g) 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, Subconsultants, 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.

h) Confidentiality and Ownership of Documents

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

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

i) Patents, Copyrights and Licenses

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

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

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

j) Examination of Records and Audits

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

under the terms of this Contract.

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

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

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

k) Subcontract Subcontracting or Assignment of Contract or Contract Funds

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

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

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

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

ARTICLE 4) TERM OF PERFORMANCE

a) Term of Performance

This Agreement takes effect when approved by the Cook County Board and its term shall begin on May 8, 2015 ("**Effective Date**") and continue until May 7, 2016 or until this Agreement is terminated in accordance with its terms, whichever occurs first.

b) Timeliness of Performance

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

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

damages, charges or other losses or expenses incurred by Consultant by reason of delays or hindrances in the performance of the Services, whether or not caused by the County.

ARTICLE 5) COMPENSATION

a) Basis of Payment

The County will pay Consultant according to the Price Proposal in the attached Exhibit 1 for the successful completion of services.

b) Method of Payment

All invoices submitted by the Consultant shall be in accordance with the cost provisions contained in the Agreement and shall contain a detailed description of the Deliverables, including the quantity of the Deliverables, for which payment is requested. All invoices for services shall include itemized entries indicating the date or time period in which the services were provided, the amount of time spent performing the services, and a detailed description of the services provided during the period of the invoice. All invoices shall reflect the amounts invoiced by and the amounts paid to the Consultant as of the date of the invoice. Invoices for new charges shall not include "past due" amounts, if any, which amounts must be set forth on a separate invoice. Consultant shall not be entitled to invoice the County for any late fees or other penalties.

In accordance with Section 34-177 of the Cook County Procurement Code, the County shall have a right to set off and subtract from any invoice(s) or Contract price, a sum equal to any fines and penalties, including interest, for any tax or fee delinquency and any debt or obligation owed by the Consultant to the County.

The Consultant acknowledges its duty to ensure the accuracy of all invoices submitted to the County for payment. By submitting the invoices, the Consultant certifies that all itemized entries set forth in the invoices are true and correct. The Consultant acknowledges that by submitting the invoices, it certifies that it has delivered the Deliverables, i.e., the goods, supplies, services or equipment set forth in the Agreement to the Using Agency, or that it has properly performed the services set forth in the Agreement. The invoice must also reflect the dates and amount of time expended in the provision of services under the Agreement. The Consultant acknowledges that any inaccurate statements or negligent or intentional misrepresentations in the invoices shall result in the County exercising all remedies available to it in law and equity including, but not limited to, a delay in payment or non-payment to the Consultant, and reporting the matter to the Cook County Office of the Independent Inspector General.

When a Consultant receives any payment from the County for any supplies, equipment, goods, or services, it has provided to the County pursuant to its Agreement, the Consultant

must make payment to its Subcontractors within 15 days after receipt of payment from the County, provided that such Subcontractor has satisfactorily provided the supplies, equipment, goods or services in accordance with the Contract and provided the Consultant with all of the documents and information required of the Consultant. The Consultant may delay or postpone payment to a Subcontractor when the Subcontractor's supplies, equipment, goods, or services do not comply with the requirements of the Contract; the Consultant is acting in good faith, and not in retaliation for a Subcontractor exercising legal or contractual rights.

c) Funding

Payments under this Agreement must not exceed the dollar amount shown in Exhibit 1 without a written amendment in accordance with Section 10.c.

d) Non-Appropriation

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

e) Taxes

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

f) Price Reduction

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

g) Contractor Credits

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

ARTICLE 6) DISPUTES

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

ARTICLE 7) COMPLIANCE WITH ALL LAWS

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

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

ARTICLE 8) SPECIAL CONDITIONS

a) Warranties and Representations

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

- i) warrants that Consultant is appropriately licensed under Illinois law to perform the Services required under this Agreement and will perform no Services for which a professional license is required by law and for which Consultant is not appropriately licensed;
- ii) warrants it is financially solvent; it and each of its employees, agents and Subcontractors of any tier are competent to perform the Services required under this Agreement; and Consultant is legally authorized to execute and perform or cause to be performed this Agreement under the terms and conditions stated in this Agreement;
- iii) warrants that it will not knowingly use the services of any ineligible consultant or Subcontractor for any purpose in the performance of its Services under this Agreement;
- iv) warrants that Consultant and its Subcontractors are not in default at the time this Agreement is signed, and have not been considered by the Chief Procurement Officer to have, within 5 years immediately preceding the date of this Agreement, been found to be in default on any contract awarded by the County ;
- v) represents that it has carefully examined and analyzed the provisions and requirements of this Agreement; it understands the nature of the Services required; from its own analysis it has satisfied itself as to the nature of all things needed for the performance of this Agreement; this Agreement is feasible of performance in accordance with all of its provisions and requirements, and Consultant warrants it can and will perform, or cause to be performed, the Services in strict accordance with the provisions and requirements of this Agreement;
- vi) represents that Consultant and, to the best of its knowledge, its Subcontractors are not in violation of the provisions of the Illinois Criminal Code, 720 ILCS 5/33E as amended, and the Illinois Municipal Code, 65 ILCS 5/11-42.1-1; and
- vii) acknowledges that any certification, affidavit or acknowledgment made under oath in connection with this Agreement is made under penalty of perjury and, if false, is also cause for termination under Sections 9.1 and 9.3.

b) Ethics

- i) In addition to the foregoing warranties and representations, Consultant warrants:
 - (1) no officer, agent or employee of the County is employed by Consultant or has a financial interest directly or indirectly in this Agreement or the compensation to be paid under this Agreement except as may be permitted in writing by the Board of Ethics.
 - (2) no payment, gratuity or offer of employment will be made in connection with this Agreement by or on behalf of any Subcontractors to the prime Consultant or higher tier

Subcontractors or anyone associated with them, as an inducement for the award of a subcontract or order.

c) Joint and Several Liability

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

d) Business Documents

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

e) Conflicts of Interest

i) No member of the governing body of the County or other unit of government and no other officer, employee or agent of the County or other unit of government who exercises any functions or responsibilities in connection with the Services to which this Agreement pertains is permitted to have any personal interest, direct or indirect, in this Agreement. No member of or delegate to the Congress of the United States or the Illinois General Assembly and no Commissioner of the Cook County Board or County employee is allowed to be admitted to any share or part of this Agreement or to any financial benefit to arise from it.

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

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

iv) Without limiting the foregoing, if the Consulting Parties assist the County in determining the advisability or feasibility of a project or in recommending, researching, preparing, drafting or issuing a request for proposals or bid specifications for a project, the Consulting Parties must not participate, directly or indirectly, as a prime, subcontractor or joint venture in that project or in the preparation of a proposal or bid for that project during the term of this Agreement or afterwards. The Consulting Parties may, however, assist the County in reviewing the proposals

or bids for the project if none of the Consulting Parties has a relationship with the persons or entities that submitted the proposals or bids for that project.

v) The Consultant further covenants that, in the performance of this Agreement, no person having any conflicting interest will be assigned to perform any Services or have access to any confidential information, as defined in Section 3.11 of this Agreement. If the County, by the Chief Procurement Officer in his reasonable judgment, determines that any of Consultant's Services for others conflict with the Services Consultant is to render for the County under this Agreement, Consultant must terminate such other services immediately upon request of the County.

vi) Furthermore, if any federal funds are to be used to compensate or reimburse Consultant under this Agreement, Consultant represents that it is and will remain in compliance with federal restrictions on lobbying set forth in Section 319 of the Department of the Interior and Related Agencies Appropriations Act for Fiscal year 1990, 31 U.S.C. § 1352, and related rules and regulations set forth at 54 Fed. Reg. 52,309 ff. (1989), as amended. If federal funds are to be used, Consultant must execute a Certification Regarding Lobbying, which will be attached as an exhibit and incorporated by reference as if fully set forth here.

f) Non-Liability of Public Officials

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

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

a) Events of Default Defined

The following constitute events of default:

i) Any material misrepresentation, whether negligent or willful and whether in the inducement or in the performance, made by Consultant to the County.

ii) Consultant's material failure to perform any of its obligations under this Agreement including the following:

(a) Failure due to a reason or circumstances within Consultant's reasonable control to perform the Services with sufficient personnel and equipment or with sufficient material to ensure the performance of the Services;

- (b) Failure to perform the Services in a manner reasonably satisfactory to the Chief Procurement Officer or inability to perform the Services satisfactorily as a result of insolvency, filing for bankruptcy or assignment for the benefit of creditors;
 - (c) Failure to promptly re-perform within a reasonable time Services that were rejected as erroneous or unsatisfactory;
 - (d) Discontinuance of the Services for reasons within Consultant's reasonable control; and
 - (e) Failure to comply with any other material term of this Agreement, including the provisions concerning insurance and nondiscrimination.
- iii) Any change in ownership or control of Consultant without the prior written approval of the Chief Procurement Officer, which approval the Chief Procurement Officer will not unreasonably withhold.
- iv) Consultant's default under any other agreement it may presently have or may enter into with the County during the life of this Agreement. Consultant acknowledges and agrees that in the event of a default under this Agreement the County may also declare a default under any such other Agreements.
- (v) Failure to comply with Section 7a. in the performance of the Agreement.
- (vi) Consultant's repeated or continued violations of County ordinances unrelated to performance under the Agreement that in the opinion of the Chief Procurement Officer indicate a willful or reckless disregard for County laws and regulations.

b) Remedies

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

The Chief Procurement Officer will give Consultant written notice of the default, either in the form of a cure notice ("**Cure Notice**"), or, if no opportunity to cure will be granted, a default notice ("**Default Notice**"). If the Chief Procurement Officer gives a Default Notice, he will also indicate any present intent he may have to terminate this Agreement, and the decision to terminate (but not the decision not to terminate) is final and effective upon giving the notice.

The Chief Procurement Officer may give a Default Notice if Consultant fails to effect a cure within the cure period given in a Cure Notice. When a Default Notice with intent to terminate is given as provided in this Section 9.b and Article 11, Consultant must discontinue any Services, unless otherwise directed in the notice, and deliver all materials accumulated in the performance of this Agreement, whether completed or in the process, to the County. After giving a Default Notice, the County may invoke any or all of the following remedies:

- i) The right to take over and complete the Services, or any part of them, at Consultant's expense and as agent for Consultant, either directly or through others, and bill Consultant for the cost of the Services, and Consultant must pay the difference between the total amount of this bill and the amount the County would have paid Consultant under the terms and conditions of this Agreement for the Services that were assumed by the County as agent for the Consultant under this Section 9.2;
- ii) The right to terminate this Agreement as to any or all of the Services yet to be performed effective at a time specified by the County;
- iii) The right of specific performance, an injunction or any other appropriate equitable remedy;
- iv) The right to money damages;
- v) The right to withhold all or any part of Consultant's compensation under this Agreement;
- vi) The right to consider Consultant non-responsible in future contracts to be awarded by the County.

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

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

c) Early Termination

In addition to termination under Sections 9.1 and 9.2 of this Agreement, the County may terminate this Agreement, or all or any portion of the Services to be performed under it, at any time by a notice in writing from the County to Consultant. The County will give notice to

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

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

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

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

d) Suspension

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

No suspension of this Agreement is permitted in the aggregate to exceed a period of 45 days within any one year of this Agreement. If the total number of days of suspension exceeds 45

days, Consultant by written notice may treat the suspension as an early termination of this Agreement under Section 9.3.

e) Right to Offset

i) In connection with performance under this Agreement:

The County may offset any excess costs incurred:

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

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

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

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

f.) Delays

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

g.) Prepaid Fees

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

ARTICLE 10) GENERAL CONDITIONS

a) Entire Agreement

i) **General**

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

ii) No Collateral Agreements

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

iii) No Omissions

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

b) Counterparts

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

c) Modifications and Amendments

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

In the case of Contracts not approved by the Board, the Chief Procurement Officer may amend a

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

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

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

d) Governing Law and Jurisdiction

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

e) Severability

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

f) Assigns

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

g) Cooperation

Consultant must at all times cooperate fully with the County and act in the County's best interests. If this Agreement is terminated for any reason, or if it is to expire on its own terms, Consultant must make every effort to assure an orderly transition to another provider of the Services, if any, orderly demobilization of its own operations in connection with the Services, uninterrupted provision of Services during any transition period and must otherwise comply with the reasonable requests and requirements of the Department in connection with the termination or expiration.

h) Waiver

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

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

i) Independent Contractor

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

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

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

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

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

j) Governmental Joint Purchasing Agreement

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

ARTICLE 11) NOTICES

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

If to the County: Bureau of Technology
69 W. Washington, 27th Floor
Chicago, Illinois 60602
Attention: Department Director

and

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

If to Consultant: Clarity Partners, LLC
227 W. Monroe St. Suite 3950
Chicago, IL 60606
Attention: David C. Namkung

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

ARTICLE 12) AUTHORITY

Execution of this Agreement by Consultant is authorized by a resolution of its Board of Directors, if a corporation, or similar governing document, and the signature(s) of each person signing on behalf of Consultant have been made with complete and full authority to commit

Consultant to all terms and conditions of this Agreement, including each and every representation, certification and warranty contained in it, including the representations, certifications and warranties collectively incorporated by reference in it.

EXHIBIT 1

Scope of Services and Pricing Proposal

Project Description

Phase I – Assessment

- **Discover and Plan**

The first stage of the Assessment phase is the Discover and Plan stage, where the Clarity Team will work with the BOT to lay the groundwork for a successful project. During this stage, the project team will define how the project will be conducted and setup expectations with key project stakeholders. The Clarity Team will obtain consensus on scope and approach, project roles/responsibilities, formalize the management tools and templates, and formally kick off the project.

Clarity's experienced infrastructure and disaster recovery subject matter experts (SMEs) will interview relevant BOT personnel in order to obtain an understanding of the current state of the County's technology infrastructure. This shall include a review of the following existing County plans, policies, procedures, and other relevant documentation:

1. Draft Data Center Operations Policy and other existing IT policies
2. BOT IT Assessment results (2010)
3. Business continuity plans, policies, and past test results
4. Technology Incident Management Plan
5. Network technology hardware and software contracts (terms and conditions)
6. Telecommunications documentation
 - a. Network Control Center tool suite (Cisco Prime, PRTG Network Monitor, NetBrains, SolarWinds, and SCCM) plans, procedures, and documentation
 - b. Connection types, bandwidth, maintenance agreements, and network maps
 - c. Strategy to replace the existing Avaya platform
7. List of existing software applications and backup logs on Wintel, iSeries, and zSeries systems
8. County IT organizational charts for each functional area of the BOT

The ultimate outcome of this stage is to gain a complete understanding of the BOT's current state and deliver a preliminary Project Plan that will outline the tasks, Clarity and BOT resources required, and timelines for completion of each deliverable.

Deliverables

ID	Phase I Activities	Deliverables
1.01	<ul style="list-style-type: none">• Project management monitoring and controlling activities	<ul style="list-style-type: none">• Kick off materials• Project Management Templates

<ul style="list-style-type: none"> • Kickoff meeting • Project status meetings, minutes, progress reports • Initial interviews with key BOT stakeholders • Gather County current state documentation 	<ul style="list-style-type: none"> • (Status/Progress Report, Risk and Issue Tracking Log, Deliverable Acceptance Form, etc.) • Project Roles and Responsibilities Matrix • Preliminary Project Plan • BOT key stakeholder interviews • Current state documentation
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• **Analyze and Validate**

After obtaining a clear understanding of the County’s current state, the Clarity team will begin the Analyze and Validate stage by performing site inspections at each of the eleven County data center locations. Led by our infrastructure and disaster recovery subject matter experts (SMEs), our project team will visit each County data center location and conduct a detailed hardware and software inventory, and business continuity analysis. Each location will be inspected from an infrastructure and disaster recovery perspective. It is estimated that it will take approximately three to four days per data center location to complete the following deliverables:

1. Data Center Hardware and Software Inventory Report
2. Telecommunications Hub Inventory Report
3. Disaster Recovery Environmental Analysis

The County will provide the Clarity project team with any needed financial and/or asset tracking information so that any associated warranty periods and/or replacement plans can be noted for each piece of the County’s data center hardware while conducting the inventory. Further, the County will provide the Clarity project team with the necessary facility and administrative level access in order to complete the inventory activities.

The infrastructure assessment will be grouped into the following activity areas:

1. Hardware and Software Inventory
2. Telecommunications
3. Disaster Recovery
4. Staffing
5. Recommendations

The result of the above activities will be a final County IT Infrastructure Assessment Report delivered to the County by the Clarity team.

Hardware and Software Inventory

Clarity’s infrastructure consultants will dedicate one day at each location to conduct a detailed inventory of County hardware, including production servers, rack switches, storage area networks, and related data center equipment. Another day will be dedicated at each location to produce an inventory of software, including versions and patch levels. A Data Center Inventory

Report will be created and analyzed by our SMEs to determine if any hardware or software has deficiencies that require immediate attention by the County. For example, any hardware that presents a high risk due to age or level of vendor support available will be detailed in the report and discussed with the County so that corrective action can be taken if necessary.

Telecommunications

After the initial hardware and software inventory activities are completed, a day will be dedicated to visiting the County's central telecommunications hub to inspect and inventory the telephone, conferencing, and video infrastructure. The scope of the existing telecommunications infrastructure will then be validated against the County's strategy to replace the current Avaya platform with a unified communications system for video and conferencing services. Next, Clarity will evaluate the processes and regular activities of the County's Network Control Center's current tool suite (Cisco Prime, PRTG Network Monitor, NetBrains, SolarWinds, and SCCM) for monitoring and deploying network operations, and deliver an assessment of the tool suite detailing any gaps in current County processes and/or needs. Results will be detailed in a Telecommunications Hub Inventory Report that is discussed with the County.

Disaster Recovery

Clarity's Senior Business Continuity SME will evaluate the results of the hardware and software inventory activities, and then visit each data center location to conduct a review from the perspective of disaster recovery and redundancy. This will include climate, environment, and power systems, as well as network connections, providers, scalability, and ability to sustain higher density equipment and systems. Further, the Clarity SME will review WAN contracts, connections, bandwidth, and the role of each connection looking for areas of risk to the County (e.g., assess if key network components fail or vendors fail to deliver adequate bandwidth and speed). Clarity will recommend areas where cost savings or infrastructure enhancements can be made (e.g., data center consolidation, migration to the cloud, vendor SLA updates, etc.).

Clarity will review the County's current plans for remediating the physical environments and make improvement recommendations keeping in mind how recoverability is affected by existing physical locations and environmental factors. Clarity will review the County's new data center design drawings from the perspective of disaster recovery (i.e., power, cooling, N+2 configuration, networking, etc.). Given construction is currently in progress at the new data center in the County building, Clarity will work with the County to obtain the appropriate access in order to deliver a summary of findings.

The Clarity team will develop an inventory of existing County disaster recovery procedures and policies to determine if gaps exist in key system coverage or recoverability timeframes. Clarity will review the current state of backups and logs against the County's procedures and policies, and determine if tests are being done and if gaps exist. The Clarity team will also review the County's list of systems and application and determine recovery needs and timelines. Clarity's disaster recovery SME will cross reference existing applications with identified recovery timelines to ensure disaster recovery solutions are in place. A review of the County's current projects and plans in light of disaster recovery needs will also be conducted by Clarity.

Clarity's expert consultants will work closely with the County's operations staff to determine the suitability of the County's existing plan to implement a disaster recovery data center in an existing building at Oak Forest Hospital versus other external options. During this assessment, the right questions will be asked and paired along with Clarity's extensive expertise in disaster recovery. Example questions will include: What is the existing disaster recovery capability of the data center? What connectivity is available? Does the location share power grid and telecom resources? What is the proximity to other existing datacenter(s)? Will there be staff available to operate disaster recovery in this location? Can the data center take on full load for extended periods? Will other sites become isolated? Clarity will also include recommendations for other external data center options (e.g., cloud services). Results from this portion of the assessment will give the BOT the details needed to make an informed decision on where to optimally house a new disaster recovery location.

Staffing

The Clarity team will review the roles and responsibilities of the BOT staff (60 members) to determine if the number of people and their skills are commensurate with the tasks of operating and maintaining the technology environment. Clarity will document a summary of current staff, tasks, and gaps. The main goal here will be to understand the capabilities of BOT departments and functions as they relate to the County's current and anticipated infrastructure requirements.

Clarity's SMEs will review the documentation gathered of existing County systems and interview key staff. The initial results of interviews will determine the role of systems and if any technology used has long term risks such as supportability, extension, and recoverability. Clarity will document an application/systems playbook and cross-reference it against roles and risks. Clarity will also document how well County staff is trained on operational procedures for recovering key systems from backup or via high availability. Further, Clarity will determine if there is risk because staff is unfamiliar with disaster recovery procedures, software, systems, etc. The result will be a risk assessment of staff on ability to recover key County systems.

Clarity will review access levels and permissions of staff to determine risk of outages caused by accident or malicious intent, and work with the County to determine which staff has access to which systems and if such access can be a potential risk to County operations. The goal will be to identify potential risk of someone accidentally deleting key data, shutting down a key system, etc. The result of this effort will be an expert assessment of risk based on access need to County systems.

Clarity will recommend appropriate staffing and skill sets for effectively operating and maintaining the environments and services provided by the BOT based on benchmarks of similar IT organizations. Clarity will provide a process and method for keeping the hardware and software inventories up-to-date.

Deliverables

ID	Phase I Activities	Deliverables
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ID	Phase I Activities	Deliverables
1.02	<ul style="list-style-type: none"> • Collect and review existing IT policies • Review existing business continuance plans, policies, and test results 	<ul style="list-style-type: none"> • Summary of IT policies, scope and identified issues or gaps
1.03	<ul style="list-style-type: none"> • Visit each location and inventory production servers, rack switches, storage area networks, and related data center equipment • Note warranty periods of each piece of equipment • Detail documentation of hardware inventory, including warranty information and replacement plans • Determine if any equipment requires immediate replacement • Prepare a plan to replace hardware that presents a high-risk due to its age or level of vendor support available • Reconcile inventory with County financial / asset tracking information 	<ul style="list-style-type: none"> • Inventory lists and supporting documentation • Report detailing assets, warranty information and plans to replace high-risk devices
1.04	<ul style="list-style-type: none"> • Visit each location and review from an environmental software perspective producing an inventory of software, versions and patch levels 	<ul style="list-style-type: none"> • Report detailing software inventory and any deficiencies in their patch levels
1.05	<ul style="list-style-type: none"> • Visit each location and review from a telecommunications perspective • Inspect the network, telephone, conferencing and video infrastructure • Validate the scope and existing infrastructure of the strategy to replace the current Avaya platform with a unified communications system for video and conferencing services • Evaluate the Network Control Center's current tool suite for monitoring and deploying network operations and changes 	<ul style="list-style-type: none"> • Assessment of high-risk deficiencies that require immediate attention • Assessment of current Avaya platform strategy • Assessment of NCC tool suite detailing any gaps in current processes and needs
1.06	<ul style="list-style-type: none"> • Visit each of the 11 data center locations and review from the perspective of disaster recovery and redundancy • Review WAN contracts, connections, bandwidth and role of connections • Review design drawings for the County's new data center from the perspective of 	<ul style="list-style-type: none"> • Basic summary of findings and recommendations • Risk assessment if key network components fail or vendors fail to deliver adequate bandwidth and speed • Basic summary of findings and interpretation along with

ID	Phase I Activities	Deliverables
	<p>disaster recovery in power, cooling, N+2 configuration, networking, etc.</p> <ul style="list-style-type: none"> • Review County's current plans for remediating the physical environments • Determine how recoverability is affected by physical locations and environmental factors • Determine which systems require disaster recovery 	<p>recommendations</p>
1.07	<ul style="list-style-type: none"> • Develop inventory of existing policies and tests, and determine if gaps exist in key system coverage or recoverability timeframes • Review current state of backups and logs against procedures and policies • Determine if tests are being done and if gaps exists 	<ul style="list-style-type: none"> • Assessment of existing policies and gaps in policies/procedures • Assessment of current backup procedures, identify gaps
1.08	<ul style="list-style-type: none"> • Review list of systems and application and determine recovery needs and timelines • Cross reference existing applications with identified recovery timelines • Ensure disaster recovery solutions are in place through interviews and documentation reviews • Review current projects and plans in light of disaster recovery needs • Review current plans to reengineer older applications 	<ul style="list-style-type: none"> • Assessment of key systems and gaps • where key systems lack recovery capability • Assessment of future plans and their impact or impact on existing plans • Assessment of older applications and current plans to reengineer them
1.09	<ul style="list-style-type: none"> • Review current applications on Wintel, iSeries, zSeries systems and identify high failure risk areas • Interview key staff and review documentation of existing systems • Determine role of system and if technology used has any long term risks such as supportability, extension, and recoverability 	<ul style="list-style-type: none"> • Application / Systems playbook cross-referenced against roles and risks
1.10	<ul style="list-style-type: none"> • Interview staff and ensure they are trained on operational procedures for recovering key systems from backup or via high availability • Determine if there is risk because staff are unfamiliar with disaster recovery 	<ul style="list-style-type: none"> • Risk assessment of staff on ability to recover key county systems

ID	Phase I Activities	Deliverables
	procedures, software, systems, etc.	
1.11	<ul style="list-style-type: none"> • Review access levels and permissions of staff to determine risk of outage caused by accident or malicious intent • Determine which staff have access to which system and if such access can be a potential risk to operations 	<ul style="list-style-type: none"> • Assessment of risk based on needed access to systems
1.12	<ul style="list-style-type: none"> • Review current staffing to determine if the number of people and their skills are commensurate with the tasks of operating and maintaining the technology environment • Produce recommendations to effectively maintain and support environments and services based on analysis • Staffing benchmarks against similar IT organizations • Review current process and determine changes needed 	<ul style="list-style-type: none"> • Summary of current staff, tasks and gaps in skills • Recommend appropriate staffing and skills sets for effectively operating and maintaining the environments and services provided by the BOT • Recommend a process and method for keeping the hardware and software inventories up-to-date

Develop Recommendations

The final steps of Phase One will be to gather all assessment information and document Clarity’s recommendations in a detailed IT Assessment Report. Clarity’s SMEs will meet with the BOT project team to conduct a detailed review of the report and validate all findings. The Clarity team will also work with the County to validate the scope of Phase Two activities based on the results detailed in the report and update the Project Plan accordingly.

Deliverables

ID	Phase I Activities	Deliverables
1.13	<ul style="list-style-type: none"> • Distill results of all phase one activities • Complete final documentation reviews and staff interviews • Develop recommendations • Create assessment report 	<ul style="list-style-type: none"> • IT Assessment Report • Updated Project Plan

Phase II – Implementation of Approved Recommendations

All Phase Two activities are dependent on the results of Phase One activities.

- **Develop Policies and Procedures**

Clarity will begin Phase Two developing or updating operational policies and procedures based on the recommendations resulting from Phase One activities. Clarity understands there are approximately 15 BOT policies and procedures that will require review and that Clarity should make recommendations for additional policies as warranted. Further, Clarity understands there is not an enterprise disaster recovery plan and that this work is being initiated as part of a continuity of a separate government program at the County. However, the County will provide Clarity with a copy of the Technology Incident Management plan.

The Clarity team will produce or update change control procedures for each processing platform (Wintel, iSeries, zSeries), as well as recommend vendor maintenance agreements for hardware and environmental software.

Deliverables

ID	Phase II Activities	Deliverables
2.01	<ul style="list-style-type: none"> • Develop and update up to 15 BOT policies and procedures • Develop or update change control procedures for Wintel, iSeries, and zSeries • Recommend maintenance agreements for hardware and environmental software 	<ul style="list-style-type: none"> • New/Updated BOT policies • New/Updated BOT procedures • Updated hardware and software maintenance agreements

- **Training**

Clarity's SMEs will provide in-person classroom training for up to 30 BOT management and staff on carrying out new operations and maintenance tasks using the new policies and procedures. The preliminary estimate for training will be conducted in two (2) classes for four (4) hours each class. Clarity will train up to 15 BOT staff members per class.

The following table summarizes the training courses that will be provided to the BOT, a course duration, number of County staff per class, and the number of classes offered in this estimate.

Course	Course Duration (hours)	# County Staff (per class)	# Classes
Infrastructure best practices, maintenance and change control procedures, and other related IT policies and procedures	4	Up to 15	2

Deliverables

ID	Phase II Activities	Deliverables
2.02	<ul style="list-style-type: none"> • Train up to 30 BOT staff members to carry out new operations and maintenance tasks 	<ul style="list-style-type: none"> • 8 hours of in-person classroom training

	using new policies and procedures developed in Phase 1	
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• **Deploy Recommendations**

Clarity will work with the County to provide a report of recommendations. If deemed necessary by the County, Clarity will perform a follow-up assessment 12 months after project completion.

Deliverables

ID	Phase II Activities	Deliverables
2.03	<ul style="list-style-type: none"> Plan and scope Phase 2 recommendations Perform a follow-up assessment 12 months after project completion 	<ul style="list-style-type: none"> Report of recommendations Follow up assessment (if deemed necessary by the County)

Cost Proposal

PHASE I description	ASSESSMENT		
Key Personnel (name & title)	Est Hours (a)	*Loaded Hourly Rate (b)	Totals (a) * (b)
Jorge Garcia - Senior Infrastructure Consultant	146	\$ 145.00	\$ 21,170.00
Eric Dynowski - Senior Business Continuity Consultant	264	\$ 165.00	\$ 43,560.00
David Namkung - Project Manager	176	\$ 155.00	\$ 27,280.00
Eugene Minon - Infrastructure Consultant	172	\$ 85.00	\$ 14,620.00
TBD - Business Analyst/Technical Writer	242	\$ 85.00	\$ 20,570.00
Phase Subtotal		=	\$ 127,200.00
PHASE II description	IMPLEMENTATION OF APPROVED RECOMMENDATIONS		
Key Personnel (name & title)	Est Hours (a)	*Loaded Hourly Rate (b)	Totals (a) * (b)
Jorge Garcia - Senior Infrastructure Consultant	38	\$ 145.00	\$ 5,510.00
Eric Dynowski - Senior Business Continuity Consultant	12	\$ 165.00	\$ 1,980.00
David Namkung - Project Manager	48	\$ 155.00	\$ 7,362.50
Eugene Minon - Infrastructure Consultant	34	\$ 85.00	\$ 2,890.00
Phase Subtotal		=	\$ 17,742.50
TASK ORDER TOTAL PROJECT COST (PHASE I + PHASE II)		=	\$ 144,942.50

Invoicing

Contractor shall submit invoices on a monthly basis for time and material expended in performing the services described in this SOW.

Estimated Schedule

Deliverable	Time in Weeks															
	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
Phase I - Assessment																
Discover and Plan																
Analyze and Validate																
Develop Recommendations																
Phase II – Implementation of Approved Recommendations																
Develop Policies and Procedures																
Training																
Deploy Recommendations																

The timeline for “Phase 2 – Implementation of Approved Recommendations” is dependent on the results of Phase 1. The proposed Project Plan and related hours estimates will be updated at the end of Phase 1.

Key Personnel

Jorge Garcia, Senior Infrastructure Consultant

Jorge Garcia is a Senior Infrastructure Consultant at Clarity Partners, LLC, with over 10 years of experience in systems administration, data architecture and software development, with extensive database systems design, analysis, implementation, and maintenance experience. He has proven knowledge of the ITIL service life-cycle, as well as the latest technologies and processes utilized by Managed Service Providers in Network/User/Data Management as well as Management Information Systems. Mr. Garcia is a skilled problem-solver with an exceptional combination of technical, business, and interpersonal skills.

Eric Dynowski, Senior Business Continuity Consultant

Mr. Dynowski has 20 years of experience assessing, designing, implementing, and managing global enterprise infrastructures. He has developed software, designed complex global infrastructures, designed/implemented enterprise disaster recovery strategies and managed large technology installations for international pharmaceutical companies and private capital firms. Mr. Dynowski has a comprehensive background in infrastructure assessment, design and integration (including business mergers, spinoffs, acquisitions, and startups), and has been credited with reducing IT budgets by millions while adding inherent value to existing departments by focusing on excellence in staff and deployment. Mr. Dynowski is co-founder of

Turing Group, a provider of premium business technology solutions that focuses on helping organizations realize the value offered by cloud solutions.

David Namkung, Project Manager

David Namkung is the Founder and Managing Partner at Clarity Partners. Mr. Namkung has 18 years of experience serving a broad range of clients that include Fortune 500 companies, public sector organizations, and first stage start-ups. Mr. Namkung has worked in the public sector with the Cook County, City of Chicago, Chicago Public Library, Chicago Department of Transportation, Metra, State of Illinois Governor's Office of Management and Budget, Metropolitan Water Reclamation District, and DuPage County. Mr. Namkung has worked in the financial services industry serving giants Fidelity Investments, John Hancock, Merrill Lynch, Brown Brothers Harriman, and Allmerica Financial. He has also consulted two of the largest global professional services firms; Accenture and Deloitte & Touche. Additionally, he has assisted numerous start-up companies in developing their technology plans. In recognition of his management and technology expertise, three of these companies invited Mr. Namkung to serve on their boards of directors.

Eugene Minon, Infrastructure Consultant

Eugene Minon is an IT Infrastructure Consultant at Clarity Partners, LLC. Mr. Minon is a seasoned IT professional with end-to-end project management expertise and a proven track record of implementing and supporting system-critical functionality. Mr. Minon has extensive experience in the management of data center operations, network performance, security protocols, and application development. He is a strong team leader with excellent written and verbal communication skills and a demonstrated ability to coordinate and supervise individuals of varying levels and skill-sets. Mr. Minon is an accomplished website developer, with experience integrating web and mobile applications and e-business solutions to existing system infrastructures.

EXHIBIT 2

EXHIBIT 3

SPECIAL CONDITIONS

CONTENTS

SC-01	REPRESENTATIONS AND WARRANTIES
SC-02	COUNTY TITLE AND INTELLECTUAL PROPERTY RIGHTS
SC-03	CONTRACTOR'S INTELLECTUAL PROPERTY AND LICENSE
SC-04	COUNTY DATA
SC-05	DATA SECURITY AND CONFIDENTIALITY
SC-06	SECURITY AND PRIVACY FOR APPLICATION DEVELOPMENT

SC-01 REPRESENTATIONS AND WARRANTIES

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

- i) warrants that the Deliverables shall not contain disabling code planted by Contractor that will activate upon a predetermined date or that can be remotely activated by Contractor without the County's prior written consent;
- ii) warrants that, at all times, it has exercised and will exercise commercially reasonable efforts to assure that computer viruses have not been introduced into the Deliverables while the Deliverables are in Contractor's possession;
- iii) warrants that, at all times, it has exercised and will exercise commercially reasonable efforts to exclude unauthorized access by third parties, undisclosed programs, or extraneous code or data that may be reasonably expected to damage County Data or the County's software, systems or operations
- iv) warrants that the Deliverables will perform in accordance with the technical requirements in this Agreement and all published documentation specifications for the Deliverables, and shall correct such failure of the Deliverables to do so, during the ninety (90) day period following the later of the County's acceptance of the deliverables or the termination of this Agreement; provided that County shall tender written notice to Contractor of such failure within the thirty (30) days following the warranty period. This warranty shall not apply where any such failure is caused in whole or in part by any party other than Contractor or by any functional, technical, or other limitation of any third party hardware, software, equipment, network, or other means.

SC-02 COUNTY TITLE AND INTELLECTUAL PROPERTY RIGHTS

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

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

All copyrightable material contained within a Deliverable and created under this Agreement are works made

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

Contractor agrees to execute all documents and take all actions that may be reasonably requested by the County to evidence the transfer of ownership of or license to intellectual property rights described in this Section, including providing any code used exclusively to develop such Deliverables for the County and the documentation for such code. Contractor acknowledges that there are currently and that there may be future rights that the County may otherwise become entitled to with respect to County IP that does not yet exist, as well as new uses, media, means and forms of exploitation, current or future technology yet to be developed, and that Contractor specifically intends the foregoing ownership or rights by the County to include all such now known or unknown uses, media and forms of exploitation.

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

SC-03 CONTRACTOR'S INTELLECTUAL PROPERTY AND LICENSE

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

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

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

Notwithstanding anything contained herein to the contrary, and notwithstanding the County's use of Contractor IP under the license created herein, Contractor shall have all the rights and incidents of ownership with respect to Contractor IP, including the right to use such property for any purpose whatsoever

and to grant licenses in the same to third parties. Contractor shall not encumber or otherwise transfer any rights that would preclude a free and clear license grant to the County.

SC-04 COUNTY DATA

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

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

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

SC-05 DATA SECURITY AND CONFIDENTIALITY

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

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

SC-06 SECURITY AND PRIVACY FOR APPLICATION DEVELOPMENT

Contractor shall tender the Deliverables according to industry best practices and in a manner that reasonably protects the security, confidentiality and privacy of County Data and any individuals who may be considered data subjects as to the County, Deliverables, or County Data. At a minimum, and not to the exclusion of any industry best practice, Contractor shall tender the Deliverables in conformance with the following standards where technologically applicable: Microsoft Secure Coding Guidelines for the .NET Framework, CERT Secure Coding Standards, and OWASP Secure Coding Principles. Furthermore,

Contractor's coding practices shall follow the principles of privacy by design and the Federal Trade Commission's Fair Information Practice Principles.

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

ATTACHMENT 1

City Of Chicago Contract No. 23005

Contract Summary Sheet

Contract (P.O) Number: 23005

Specification Number: 66760

Name of Contractor: CLARITY PARTNERS LLC

City Department: DEPT OF INNOVATION & TECHNOLOGY

Title of Contract: NON TARGET MARKET IT SERVICES-CATEGORY 1: APPLICATION DEVELOPMENT, SUPPORT & MAINTENANCE, CATEGORY 2: GIS APPLICATION DEVELOPMENT, SUPPORT & MAINTENANCE, CATEGORY 3: ON-SITE & REMOTE DATABASE SUPPORT & MAINTENANCE, 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 1: APPLICATION DEVELOPMENT, SUPPORT & MAINTENANCE, CATEGORY 2: GIS APPLICATION DEVELOPMENT, SUPPORT & MAINTENANCE, CATEGORY 3: ON-SITE & REMOTE DATABASE SUPPORT & MAINTENANCE, CATEGORY 5: MGMT CONSULTING

Procurement Services Contract Area: PRO SERV CONSULTING \$250,000or ABOVE

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

Vendor Number: 50624023

Submission Date:

NOV 28 2011

Specification Number: 66760
Contract (P.O) Number: 23005
Vendor Code Number: 50624023

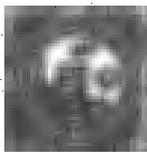
PRE-QUALIFIED CONSULTANT POOL AGREEMENT

BETWEEN

THE CITY OF CHICAGO
DEPARTMENT OF INNOVATION AND TECHNOLOGY

AND

CLARITY PARTNERS, LLC.



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

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

RICHARD M. DALEY
MAYOR

TABLE OF CONTENTS

AGREEMENT 1

BACKGROUND INFORMATION 1

ARTICLE 1. INCORPORATION OF BACKGROUND INFORMATION 1

ARTICLE 2. DEFINITIONS 1

2.01 Incorporation of Exhibits 4

ARTICLE 3. DUTIES AND RESPONSIBILITIES OF CONSULTANT 4

3.01 Scope of Services 4

3.02 Standard of Performance 7

3.03 Personnel 9

3.04 Minority and Women Business Enterprises 10

3.05 Ownership of Documents 11

3.06 Copyright Ownership 11

3.07 Records and Audits 11

3.08 Subcontracts and Assignments 13

3.09 Confidentiality 14

3.10 City's Policies and Procedures 14

ARTICLE 4. RESULTS FOR ACCEPTANCE TESTING CRITERIA AND PROCEDURES 15

4.01 Development of Acceptance Test 15

4.02 Acceptance Procedures 15

ARTICLE 5. DURATION OF AGREEMENT 16

5.01 Term of Performance 16

5.02 Timeliness of Performance 16

ARTICLE 6. COMPENSATION 16

6.01 Basis of Payment 16

6.02 Budget for Services 16

6.03 Method of Payment 17

6.04 Funding 17

6.05 Non-Appropriation 17

6.06 Sub Consultant Payments 18

ARTICLE 7. COMPLIANCE WITH ALL LAWS 18

7.01 Compliance with All Laws Generally 18

7.02 Nondiscrimination 19

7.03 Office of Compliance 20

7.04 Inspector General 20

7.05 MacBride Ordinance 20

7.06 Business Relationships with Elected Officials 21

7.07 Chicago "Living Wage" Ordinance 21

7.08 Environmental Warrants and Representations 22

7.09 Prohibition on Certain Contributions 23

7.10 Firms Owned or Operated by Individuals with Disabilities 24

7.11 Deemed Inclusion 24

7.12 False Statements 24

ARTICLE 8. SPECIAL CONDITIONS 25

8.01 Warrants and Representations 25

8.02 Ethics 29

8.03 Joint and Several Liability 29

8.04 Business Documents 29

8.05 Conflicts of Interest 30

8.06 Non-liability of Public Officials 30

8.07 EDS / Certification Regarding Suspension and Debarment 31

8.08 Payment Card Industry Data Security Standard 31

8.09 Information Technology Accessibility Standards 31

ARTICLE 9. RISK MANAGEMENT 31

9.01 Consultant's Insurance 31

9.02 Indemnification 31

ARTICLE 10. DISPUTES 33

ARTICLE 11. EVENTS OF DEFAULT, REMEDIES, TERMINATION, SUSPENSION AND RIGHT TO OFFSET 33

11.01 Events of Default 33

11.02 Remedies 35

11.03 Early Termination 37

11.04 Suspension 37

11.05 Right to Offset 38

ARTICLE 12. GENERAL CONDITIONS 38

12.01 Entire Agreement 38

12.02 Counterparts 39

12.03 Amendments 39

12.04 Governing Law and Jurisdiction 39

12.05 Severability 40

12.06 Interpretation 40

12.07	Contract Documents	40
12.08	Assigns	40
12.09	Cooperation	40
12.10	Waiver	40
12.11	Independent Consultant	41
12.12	Electronic Ordering and Invoicing	42
12.13	Participation by Other Local Government Agencies	42
12.14	No Third Party Beneficiaries	43
ARTICLE 13. NOTICES43		
ARTICLE 14. AUTHORITY43		
14.01	City Authority	43
14.02	Consultant's Authority	44
SIGNATURE PAGE45		

LIST OF EXHIBITS

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 & AFFIDAVIT, CERTIFICATE OF FILING	
EXHIBIT 5	LIST OF KEY PERSONNEL	
EXHIBIT 6	CONTRACTUAL REQUIREMENTS RELATED TO HIPAA	

AGREEMENT

This Agreement is entered into as of the Date of Execution, with all required signatures, by and between CLARITY PARTNERS, INC. ("Consultant"), a corporation 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 Application Development, Support and Ongoing Maintenance; GIS Application Development, Support and Ongoing Maintenance; On-Site & Remote Database Support and Ongoing Maintenance; 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.

"Consent" 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 CLARITY PARTNERS, INC.

"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).

"RIRQ" 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, sources 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 Special Conditions Regarding Minority Business Enterprises 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 HPPAA

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 CEO and the CFO 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 CFO'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 these 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) Proposal 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 will 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 nature 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 names 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 covenants 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. This amount 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.* (1991), except to the extent varied 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 right 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 possessive 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 agreement 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 § 2-91-245 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 disclosure 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 publicly 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. HIPAA and AIDS Confidentiality Act. To the extent not defined here the capitalized terms below and in Exhibit 6 will have the meaning 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 Identifiable 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 applicable to Business Associates including the provision contained 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 courthousand, 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 FOR 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" refers 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, comprehensive acceptance procedures for the Deliverables ("Acceptance Procedures"). The Acceptance Procedures must include the provisions of this Section 4.02. Each substantial 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 procure 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 \$300.00 unless they are submitted for final payment/project close-out. If Consultant has an invoice for less than \$300 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 \$300.

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 Pending

This is a Deposit 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/COCW/edPortal/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. 14,305 (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 100/01 *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 eligibility 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 pursuant 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 this 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)(3) and (a)(ii) 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 Warrants 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 Sub Consultant'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 Sub-Consultant 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.

"Contributor" 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 Warrants 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;

(7) 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;

(8) 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

(9) 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 (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 corporation duly incorporated, validly existing and in good standing under the laws of Illinois;
- (ii) it has the requisite corporate 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 CFO within 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 be ineligible for contracts by any federal, state, or local governmental agency for any purpose in the performance of the 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 process datetime 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 datetime 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 non-performance, 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 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 venture 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 term 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 alleged 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 suits 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. (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 alleged 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 undeposited 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 indentment 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 reinsurance;
 - 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 11.03 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 agreed 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 Nonexhaustive**
- 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 Sub-Consultant'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 recommending 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 these 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, impracticable 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, impracticable or unenforceable in any other case or circumstances, or of rendering any other provision or provisions in this Agreement invalid, illegal, impracticable or unenforceable to any extent whatsoever. The invalidity, illegality, impracticability 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 payroll of the City.

(c) Shakeran Accord

(f) Consultant is subject to the May 31, 2007 Order entitled "Agreed Settlement Order and Accord" (the "Shakeran Accord") and the August 16, 2007 "City of Chicago Hiring Plan" (the "City Hiring Plan") entered in *Shakeran v. Democratic Organization of Cook County, Case No. 69 C 2143* (United State District Court for the Northern District of Illinois). Among other things, the Shakeran 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.

(h) No City employee may direct an individual to apply for a position with Consultant, either as an employee or as a subcontractor. Nor may any City employee direct Consultant to hire an individual as an employee or as a subcontractor. Consultant must follow its own hiring and contracting procedures, without being influenced by City employees. The employees 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 employees or professionals provided by Consultant and the

City.

(ii) 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.

The City is not required to deduct or withhold any taxes, FICA or other deductions from any compensation provided to Consultant.

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, BDI, 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 exercise 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 Court. Such 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:

CLARITY PARTNERS, INC.
161 N. Clark St., Suite 1750
Chicago, IL 60601
Attention: David Nankung

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: [Signature]
Mayor

Equipollent
[Signature]

Chief Procurement Officer
[Signature]

7 2 2011

CLARITY PARTNERS, INC.

By: [Signature]
President (or Authorized Officer)

Title: Manager
Attested by: [Signature]
Corporate Secretary

Subscribed and sworn to before me this 14th day of March, 2011
by Dan C. Blanking, President and Robby S Zeck,
Corporate Secretary of Clarity Partners, LLC.

[Signature]
Notary Public Signature
My Commission Expires: 11-5-2012



SCOPE OF SERVICES & COMPENSATION SCHEDULE

EXHIBIT 1

CLARITY PARTNERS, INC. 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 1: Application Development, Support and Ongoing Maintenance: This category includes development of computer applications and related databases using approved City technologies to be deployed primarily via the web, but also includes legacy mainframe-based enhancements and development or enhancement of reporting layers, such as Business Objects universes. The scope of activities can range from initial development and deployment, through enhancements and/or interfaces, and ongoing support for those applications, including help desk services and training.

Category 2: GIS Application Development, Support and Ongoing Maintenance: Similar to the above scope, this category is specifically for applications whose primary 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 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 Application Development, Support and Ongoing Maintenance scope includes tasks that may or may not be included in the following list:

1. Object oriented application development using java as the primary language and related tools such as PHP.
2. Design and implementation of an application security infrastructure.
3. Oracle database design and development, including current Consultant-certified releases(s) of:
 - 3.1. AS
 - 3.2. Forms
 - 3.3. Reports
 - 3.4. PL/SQL
4. System Administration in a distributed java environment.
5. Ongoing application support for the following situations:
 - 5.1. For an application developed by Consultant's firm
 - 5.2. For an application developed by another firm or in-house by that client
 - 5.3. For a packaged application
6. Enterprise-wide Services Oriented Architecture.
7. Development using frameworks, with tools such as:
 - 7.1. Struts
 - 7.2. Keel
 - 7.3. JSF
 - 7.4. Tiles
8. Development using the current Consultant-certified release(s) of BEA WebLogic, including experience with WebLogic Workshop and other application servers.
9. Utilization of the current Consultant-certified release(s) of BEA Integration and other integration environments.
10. Development, Administration, Troubleshooting, Performance measuring and tuning, or maintenance of BroadVision, including the BroadVision database schema.
11. Software Configuration Management in a structured environment, using open software tools such as:
 - 11.1. Bugzilla
 - 11.2. Maven
 - 11.3. Subversion
 - 11.4. CVS
 - 11.5. CVSweb
 - 11.6. Sourceforge

48

12. Design and development of an application that adheres to accessibility standards.
13. Automated unit, integration and load testing, such as the following tools:
 - 13.1. Jmeter
 - 13.2. LoadRunner
 - 13.3. Junit
14. Distributed directory and security services as part of an application development project, such as:
 - 14.1. OpenSSL
 - 14.2. SSL
 - 14.3. LDAP
 - 14.4. PGP
 - 14.5. x-509 digital certificates
 - 14.6. Single sign on
 - 14.7. Challenge and response
 - 14.8. Assertions
 - 14.9. Secure web services
 - 14.10. Encrypted XML
15. Implementation of application, data and web security as part of an application development project, as they pertain to HIPAA, e-commerce and other similar requirements.
16. System Administration of the current Consultant-certified release(s) BEA WebLogic, including:
 - 16.1. Creation of new Domains
 - 16.2. Creation of a clustered environment
 - 16.3. Troubleshooting from a system standpoint
 - 16.4. Performance tuning
17. Ongoing application support activities, including but not limited to:
 - 17.1. Help Desk support
 - 17.2. Monitoring/alert services on a 24/7 basis
 - 17.3. Break/fix
 - 17.4. Additional enhancements
 - 17.5. User training
 - 17.6. Other training
 - 17.7. Data entry
18. Application support and enhancements in an IBM/IVS environment, including but not limited to the following activities and tools/platforms:
 - 18.1. Analyze, design, program, test an displacement fixes and enhancements
 - 18.2. COBOL
 - 18.3. DB2
 - 18.4. VSAM

49

- 18.5. UFO
- 18.6. CICS
- 18.7. JCL
- 18.8. Create reports in SAS and Mark IV
- 18.9. Develop interfaces to other mainframe or non-mainframe applications
- 19. Data conversion from applications in a IBM/AMVS environment using JSA/AMVSAM and/or DB2 to a web-enabled Oracle application, including the following activities:
 - 19.1. Analyze, map, design, program, cleanse and perform data conversions to other application(s)
 - 19.2. Convert data from a decommissioned mainframe application to an Oracle database on another platform and provide a user interface to view data only
 - 19.3. Archiving data
- 20. Application conversion from Oracle forms or an MS Access DB to a web-based application.
- 21. Development of Business Objects universes, using the current Consultant-certified release(s) of Designer and Supervisor, to include the following activities against Oracle or other databases:
 - 21.1. Requirements analysis, development, data validation against the application, performance tuning, documentation, and knowledge transfer
 - 21.2. Implementation of row-and-column level security using Designer and Supervisor
- 22. Development of complex reports in Business Objects, including the following components:
 - 22.1. Independent variables
 - 22.2. Multiple queries
 - 22.3. Linking multiple data sources
 - 22.4. Importing/exporting data
- 23. Creation of universes, implementation of ETL tools, and development/support of reports in a data warehouse environment.
- 24. Use of Business Objects add-on tools, such as Dashboard manager, Performance Manager, SDK, etc.

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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/shapfile 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. Top 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 VBA/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 ArcMap 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. AMPL (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

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 Contract PO # 21405

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 Contract PO # 21405

- 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. J2EE 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 secure 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

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The 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 Performance
 - 4.3. Publish and enforce standards as they relate to customizations, extensions, modifications, 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 OPA/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/maintenance scripts for software including but not limited to DB, Listeners, Agents, Web Servers, Form Servers, 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 modification 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

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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 (Logical/Physical)
- 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;
- 8.2. Report trends by day/week/month
- 8.3. Monitor continuously: Locks, Blocked Processes, Blocking Processes and take corrective action to allow processing to continue
- 8.4. 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
- 8.5. Monitor no less 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 infra, OS related parameters) 9.2.
- 9.3. Tune Application (DB Tier, i.e., PL/SQL)
- 9.4. Tune Application (Middle tier, i.e., Oracle AS)
- 9.5. Tune SQL by executing Traces/Explan and recommending/implementing improvements to queries or database to improve response
- 9.6. Tune Application (Client Tier including debugging memory/cpu/version/conflict problems)
- 9.7. Track, coordinate resolution, and report on all performance problems including those turned over to other teams for ultimate resolution
- 9.8. Gather statistics in a timely fashion
- 9.8. Recommend/Manage Materialized Views

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Coveland, CO #23005

10. Database security, to include the following activities:

- 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/Logfiles/Outputs related to Oracle products
 - 9.13. Correct Out of Space and Extent Conditions
- 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 OS 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 trage
- 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/Export
- 12.3. Move/Copy Data
- 12.4. Replicate Data/Environments for Patching, Development, Acceptance, Security, R&D,

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12.5. training and Testing purposes
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/NSNAMERS) 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, OBM)

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 YTO (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. Installment 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:

- 15.1.1. 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

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Specification# 663760
Contract PO # 27805

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

1. 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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Specification# 663760
Contract PO # 27805

The IT 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 cost/benefit 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

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Specification# 667941
Contract PO # 249015

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



CLARION PARTNERS, INC
Specification# 667941
Contract PO # 249015

**COMPENSATION SCHEDULE
TIME AND MATERIAL ONLY**

CATEGORY 1: APPLICATION DEVELOPMENT, SUPPORT AND ONGOING SERVICE

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

COMPANY NAME: CLARITY PARTNERS, 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	
	Hourly	Hourly												
David Vankung	\$ 175	\$ 175	\$ 175	\$ 179	\$ 179	\$ 182	\$ 182	\$ 186	\$ 189	\$ 189	\$ 189	\$ 189	\$ 189	\$ 193
Rodney Zech	\$ 175	\$ 175	\$ 175	\$ 179	\$ 179	\$ 182	\$ 182	\$ 186	\$ 189	\$ 189	\$ 189	\$ 189	\$ 189	\$ 193
Jim Fernin	\$ 175	\$ 175	\$ 175	\$ 179	\$ 179	\$ 182	\$ 182	\$ 186	\$ 189	\$ 189	\$ 189	\$ 189	\$ 189	\$ 193
Phillip Stebbings	\$ 150	\$ 150	\$ 150	\$ 153	\$ 153	\$ 156	\$ 159	\$ 162	\$ 162	\$ 162	\$ 162	\$ 162	\$ 166	\$ 166
John Gorlts	\$ 125	\$ 125	\$ 125	\$ 128	\$ 128	\$ 130	\$ 130	\$ 133	\$ 135	\$ 135	\$ 135	\$ 135	\$ 138	\$ 138
Karthikeyan Lakshmanan	\$ 175	\$ 175	\$ 175	\$ 179	\$ 179	\$ 182	\$ 186	\$ 186	\$ 189	\$ 189	\$ 189	\$ 189	\$ 193	\$ 193
Tina Irons	\$ 150	\$ 150	\$ 150	\$ 153	\$ 153	\$ 156	\$ 159	\$ 162	\$ 162	\$ 162	\$ 162	\$ 162	\$ 166	\$ 166
Madhav Gadham	\$ 150	\$ 150	\$ 150	\$ 153	\$ 153	\$ 156	\$ 159	\$ 162	\$ 162	\$ 162	\$ 162	\$ 162	\$ 166	\$ 166
Neil Shah	\$ 175	\$ 175	\$ 175	\$ 179	\$ 179	\$ 182	\$ 186	\$ 186	\$ 189	\$ 189	\$ 189	\$ 189	\$ 193	\$ 193
Ben Hendin	\$ 125	\$ 125	\$ 125	\$ 128	\$ 128	\$ 130	\$ 133	\$ 133	\$ 135	\$ 135	\$ 135	\$ 135	\$ 138	\$ 138
Warner Davis	\$ 165	\$ 165	\$ 165	\$ 168	\$ 168	\$ 172	\$ 175	\$ 175	\$ 179	\$ 179	\$ 179	\$ 179	\$ 182	\$ 182
Gene Hong	\$ 175	\$ 175	\$ 175	\$ 179	\$ 179	\$ 182	\$ 186	\$ 186	\$ 189	\$ 189	\$ 189	\$ 189	\$ 193	\$ 193
John Hurley	\$ 175	\$ 175	\$ 175	\$ 179	\$ 179	\$ 182	\$ 186	\$ 186	\$ 189	\$ 189	\$ 189	\$ 189	\$ 193	\$ 193
Judith Lee	\$ 135	\$ 135	\$ 135	\$ 138	\$ 138	\$ 140	\$ 143	\$ 143	\$ 146	\$ 146	\$ 146	\$ 146	\$ 149	\$ 149
Manoj Rana	\$ 150	\$ 150	\$ 150	\$ 153	\$ 153	\$ 156	\$ 159	\$ 159	\$ 162	\$ 162	\$ 162	\$ 162	\$ 166	\$ 166
Victor Salazar	\$ 150	\$ 150	\$ 150	\$ 153	\$ 153	\$ 156	\$ 159	\$ 159	\$ 162	\$ 162	\$ 162	\$ 162	\$ 166	\$ 166

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

**COMPENSATION SCHEDULE
TIME & MATERIAL ONLY**

CATEGORY 2: GIS APPLICATION DEVELOPMENT, SUPPORT AND ONGOING MAINTENANCE

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

COMPANY NAME: CLARITY PARTNERS, 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	
	Hourly	Hourly												
Marcus Brothwell	\$ 165	\$ 165	\$ 165	\$ 168	\$ 168	\$ 172	\$ 172	\$ 175	\$ 179	\$ 179	\$ 179	\$ 179	\$ 182	\$ 182
T. James Fies	\$ 165	\$ 165	\$ 165	\$ 168	\$ 168	\$ 172	\$ 172	\$ 175	\$ 179	\$ 179	\$ 179	\$ 179	\$ 182	\$ 182
Brady Mullis	\$ 165	\$ 165	\$ 165	\$ 168	\$ 168	\$ 172	\$ 172	\$ 175	\$ 179	\$ 179	\$ 179	\$ 179	\$ 182	\$ 182
Anna Mczeall	\$ 165	\$ 165	\$ 165	\$ 168	\$ 168	\$ 172	\$ 172	\$ 175	\$ 179	\$ 179	\$ 179	\$ 179	\$ 182	\$ 182
Jenette Lovely	\$ 165	\$ 165	\$ 165	\$ 168	\$ 168	\$ 172	\$ 172	\$ 175	\$ 179	\$ 179	\$ 179	\$ 179	\$ 182	\$ 182

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

**COMPENSATION SCHEDULE
TIME & MATERIAL ONLY**

CATEGORY 3: ON-SITE & REMOTE DATABASE SUPPORT AND ONGOING MAINTENANCE
The Consultant named below proposes to provide all Services described in the Scope of Services for the fees set forth below.

COMPANY NAME: CLARITY PARTNERS, 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
David Hankung	\$ 175	\$ 175	\$ 179	\$ 182	\$ 186	\$ 189	\$ 193
John Gorski	\$ 125	\$ 125	\$ 128	\$ 130	\$ 133	\$ 135	\$ 138
Karthikeyan Lakshmanan	\$ 175	\$ 175	\$ 179	\$ 182	\$ 186	\$ 189	\$ 193
Madhavi Gandham	\$ 150	\$ 150	\$ 153	\$ 156	\$ 159	\$ 162	\$ 166
Ran Hendin	\$ 125	\$ 125	\$ 128	\$ 130	\$ 133	\$ 135	\$ 138
Warner Davis	\$ 165	\$ 165	\$ 168	\$ 172	\$ 175	\$ 179	\$ 182
Gene Hong	\$ 175	\$ 175	\$ 179	\$ 182	\$ 186	\$ 189	\$ 193
Thomas Weaver	\$ 175	\$ 175	\$ 179	\$ 182	\$ 186	\$ 189	\$ 193
Jim Walsh	\$ 175	\$ 175	\$ 179	\$ 182	\$ 186	\$ 189	\$ 193
Brady Mullis	\$ 165	\$ 165	\$ 168	\$ 172	\$ 175	\$ 179	\$ 182

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

**COMPENSATION SCHEDULE
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: CLARITY PARTNERS, 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
David Hankung	\$ 175	\$ 175	\$ 179	\$ 182	\$ 186	\$ 189	\$ 193
Rodney Zech	\$ 175	\$ 175	\$ 179	\$ 182	\$ 186	\$ 189	\$ 193
Jim Feamih	\$ 175	\$ 175	\$ 179	\$ 182	\$ 186	\$ 189	\$ 193
Phillip Stebbings	\$ 150	\$ 150	\$ 153	\$ 156	\$ 159	\$ 162	\$ 166
Judy Bennett	\$ 125	\$ 125	\$ 128	\$ 130	\$ 133	\$ 135	\$ 138
Tina Irons	\$ 150	\$ 150	\$ 153	\$ 156	\$ 159	\$ 162	\$ 166
Neil Shah	\$ 175	\$ 175	\$ 179	\$ 182	\$ 186	\$ 189	\$ 193
Jennifer Stephens	\$ 125	\$ 125	\$ 128	\$ 130	\$ 133	\$ 135	\$ 138

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

INSURANCE REQUIREMENTS AND EVIDENCE OF INSURANCE

EXHIBIT 2

PROFESSIONAL SERVICES INSURANCE REQUIREMENTS
IT Professional Consulting Services

- Category 1: APPLICATION DEVELOPMENT, SUPPORT AND ONGOING MAINTENANCE**
- Category 2: GIS APPLICATION DEVELOPMENT, SUPPORT AND ONGOING MAINTENANCE**
- Category 3: ON-SITE & REMOTE DATABASE SUPPORT AND ONGOING MAINTENANCE**
- 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 be limited to contractual liability, performance of or failure to perform EDP, performance of or other computer services, and failure of software product or 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, drawings, 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 of pay for the re-creation and reconstruction of such records.

6) Property/Installation Evaluator

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-compliance with 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) 3/15/2011

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).

COVERAGES: CERTIFICATE NUMBER: C1112802570 REVISION NUMBER: 1

Table with columns: TYPE OF INSURANCE, POLICY NUMBER, EFFECTIVE DATE, EXPIRES DATE, LIMITS. Includes coverages like Automobile Liability, Commercial General Liability, etc.

INSURED: CLARITY PARTNERS LLC, 22 WEST WASHINGTON STREET, STE 1490, CHICAGO, IL 60602

PRODUCER: Lamer-City Underwriting Agency, 30 Box 16130, 1631 S Michigan Ave, Suite 102, Chicago, IL 60616-0130

CITY OF CHICAGO, Department of Procurement Services, City Hall, Room 403, 121 North LaSalle Street, Chicago, IL 60602

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EXHIBIT 3

SPECIAL CONDITION REGARDING MINORITY BUSINESS ENTERPRISE COMMITMENT AND WOMEN BUSINESS ENTERPRISE COMMITMENT

- 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.
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.
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.
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.
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 2-92-630 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 firm's business which has been determined by the Chief Procurement Officer to be most reflective of the MBE or WBE firm's 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 contract's 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 to the scope of services required by the user department during the term of 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)) and who is responding to the Task Order Request.
- "Task Order Proposal"** means a complete package that consists of scope of services, a list of deliverables, staffing schedule, competing 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.

- 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 firm's 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 venture based on evaluations of non-compliance with these Special Conditions or any other City, State and/or Federal regulations.**
- 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) for 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 subcontract's 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 City's estimate for the work under a specific subcontract;
 - (2) The Task Order Proposer's 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 MBE/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 for/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 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 directly to: 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 Contractor's 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 Proposal 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, ID 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 Subcontractor/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

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/WBE Entity 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. Arbitration

An MBE/WBE desiring to arbitrate shall contact the Contractor in writing to initiate the arbitral 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 2827, Chicago, Illinois 60601-7801 (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. Arbitration

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. Arbitration

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. Arbitration

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. Arbitration

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 or Chicago, Federal or State authorities in this project, the U.S. Department of Justice, or any duly authorized representatives thereof.

XIII. Arbitration

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. - 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: Tracy Smith, Executive Director
Phone#:(312)755-8890
Fax #:(312) 755-8890

MBE/WBE Professional Services
Task Order Requests (Task Order) Contracts
Rev. December 14, 2010 (fmm)

ATTACHMENT A – ASSIST AGENCY

<p>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</p> <p>Alliance of Minority and Female Contractors c/o Federation of Women Contractors 3650 S. Archer Avenue Chicago, IL 60638 Phone: (312) 360-1122 Fax: (312) 360-0239</p> <p>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</p> <p>Asian American Institute 4753 N. Broadway St. Suite 904 Chicago, IL 60640 Phone: (773) 271-0899 Fax: (773) 271-1982 Web: www.aai-chicago.org</p> <p>Association of Asian Construction Enterprises 333 N. Ogden Avenue Chicago, IL 60607 Phone: (847) 525-9893 Email: nakmanccpr@aol.com</p> <p>Black Contractors United 400 W. 76th Street, Suite 200 Chicago, IL 60620 Phone: (773) 483-4000 Fax: (773) 483-4150 Web: www.blackcontractorsunited.com</p> <p>Chatham Business Association Small Business Development, Inc. 8441 S. Cottage Grove Avenue Chicago, IL 60619 Phone: (773) 994-5006 Fax: (773) 994-9571 Web: www.cbaworks.org</p>	<p>Chicago Area Gay & Lesbian Chamber of Commerce 3656 N. Halsted Chicago, IL 60613 Phone: (773) 303-0167 Fax: (773) 303-0188 Web: www.glcchamber.org</p> <p>Chicago Minority Supplier Development Council, Inc. 105 W. Adams, Suite 2300 Chicago, IL 60603-6233 Phone: (312) 755-8880 Fax: (312) 753-8890 Web: www.chicagoinsdc.org</p> <p>Chicago Urban League 4510 S. Michigan Ave. Chicago, IL 60653 Phone: (773) 285-5800 Fax: (773) 285-7772 Web: www.cul-chicago.org</p> <p>Cosmopolitan Chamber of Commerce 203 N. Wabash, Suite 518 Chicago, IL 60601 Phone: (312) 489-0611 Fax: (312) 332-2688 Web: www.cosmo-chamber.org</p> <p>Federation of Women Contractors 5680 S. Archer Avenue Chicago, IL 60638 Phone: (312) 360-1122 Fax: (312) 360-0239 Web: www.fwcchicago.com</p> <p>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</p> <p>Illinois Hispanic Chamber of Commerce 855 W. Adams, Suite 100 Chicago, IL 60607 Phone: (312) 425-9900 Fax: (312) 425-9510 Web: www.ilhispbusiness.net</p>
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(January 2011)

<p>Latin American Chamber of Commerce 3512 West Fullerton Avenue Chicago, IL 60647 Phone: (773) 252-5211 Fax: (773) 252-7065 Web: www.latinamericanchamberofcommerce.com</p> <p>National Association of Women Business Owners Chicago Chapter 230 E. Ohio, Suite 400 Chicago, IL 60611 Phone: (312) 224-2605 Fax: (312) 6448567 Web: www.nawbochicago.org</p> <p>Rainbow/PUSH Coalition: International Trade Bureau 930 E. 50th Street Chicago, IL 60615 Phone: (773) 256-2781 Fax: (773) 873-4104 Web: www.rainbowpush.org</p> <p>Suburban Minority Contractors Association 1250 Grove Ave. Suite 200 Barrington, IL 60010 Phone: (847) 852-5010 Fax: (847) 382-1787 Web: www.suburbanblackcontractors.org</p> <p>Uptown Center Hull House 4520 N. Beacon Street Chicago, IL 60640 Phone: (773) 561-3500 Fax: (773) 561-3507 Web: www.hullhouse.org</p> <p>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</p> <p>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</p>	<p>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</p> <p>Coalition for United Community Labor Force 1253 W. 63rd Street Chicago, IL 60636 Phone: (773) 863-0283</p> <p>Englewood Black Chamber of Commerce P.O. Box 21453 Chicago, IL 60621</p> <p>South Shore Chamber, Incorporated Black United Funds Bldg. 1813 E. 71st Street Chicago, IL 60649-2000 Phone: (773) 955-9508</p> <p>United Neighborhood Organization (UNO) 954 W. Washington Blvd., 3rd Floor Chicago, IL 60607 Phone: (312) 432-4301 Fax: (312) 432-0077 Web: www.uno-online.org</p>
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(January 2011)

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 _____

Name of Company Representative _____ at _____ 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,

(January 2011)

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) _____

(January 2011)

B. Specify MB/W/B/E 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 venture): _____

 4. Other applicable ownership interests, including ownership options or other agreements which restrict or limit ownership and/or control: _____

 5. Provide copies of all written agreements between ventures 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: _____

(January 2011)

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 venture 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? _____

(January 2011)

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.

(January 2011)

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 therefor, 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 to 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)

(January 2011)

SCHEDULE C-3
MBE/WBE Letter of Intent to Perform as Subcontractor/Subconsultant or Supplier
Task Order Contracts

Project Name: _____ Release Number: _____
 Contract 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/Party

 Phone

 DIB

 (January 2011)

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 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 D-3
Compliance Plan regarding MBE/WBE Utilization
 Task Order Contracts

III. **Summary of Indirect MBE/WBE Proposals:**

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.

State of _____ Signature of Affiant (Date) _____
 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 _____



22 W. Washington Street
 Suite 4100
 Chicago, IL 60602
 Phone (312) 920-0550
 Fax (312) 920-0554
 www.claritychicago.com

March 16, 2011

Jamie L. Rhee
 Chief Procurement Officer
 Department of Procurement Services
 City Hall
 121 N. LaSalle St., 4th Fl., Room 403
 Chicago, IL 60602

Re: MWBE Commitment Letter

Dear Ms. Rhee:

The City of Chicago's Office of Procurement has awarded Clarity Partners, LLC (Clarity) with the Non-Target Pre-Qualified Consultant Pool Agreement for Information Technology and Related Services for Various Scope Categories. As an MBE, Clarity Partners, LLC will perform work which will more than satisfy the 25% MBE requirement. Furthermore, Clarity is committed to utilizing WBE firms for a minimum of 5% of the total value of all task orders awarded.

If you have any questions or concerns regarding this commitment letter, please feel free to contact me at dnamkung@claritychicago.com or (312) 920-0550 ext 103.

Sincerely,


 David Namkung
 Managing Partner



CITY OF CHICAGO
OFFICE OF COMPLIANCE

March 2, 2011

David C. Nankung
Clarity Partners, LLC
22 West Washington Street Suite 1490
Chicago, IL 60602

We are pleased to inform you that Clarity Partners, LLC has been certified as a Minority Business Enterprise (MBE) by the City of Chicago. This MBE certification is valid until November 1, 2015; however your firm must be re-validated annually. Your firm's next annual validation is required by November 1, 2011.

As a condition of continued certification during this five year period, you must file an annual No-Change Affidavit. Your firm's No Change Affidavit is due by November 1, 2011. Please remember, you have an affirmative duty to file your No-Change Affidavit 60 days prior to the date of expiration. Therefore, you must file your No-Change Affidavit by September 1, 2011.

It is important to note that you also have an ongoing affirmative duty to notify the City of Chicago of any changes in ownership or control of your firm, or any other fact affecting your firm's eligibility for certification within 10 days of such change. These changes may include but are not limited to a change of address, change of business structure, change in ownership or ownership structure, change of business operations, and/or gross receipts that exceed the program threshold.

Please note - you shall be deemed to have had your certification lapse and will be ineligible to participate as a MBE/MBE/BE/BD if you fail to

- file your No Change Affidavit within the required time period;
- provide financial or other records requested pursuant to an audit within the required time period; or
- notify the City of any changes affecting your firm's certification within 10 days of such change.

Further: if you or your firm is found to be involved in certification, bidding and/or contractual fraud or abuse, the City will pursue decertification and debarment. And in addition to any other penalty imposed by law, any person who knowingly obtains, or knowingly assists another in obtaining, a contract with the city by falsely representing that the individual or entity, or the individual or entity assisted, is a minority-owned business or a woman-owned business, is guilty of a misdemeanor, punishable by incarceration in the county jail for a period not to exceed six months or a fine of not less than \$5,000.00 and not more than \$10,000, or both.

333 S. State St., Suite 540, Chicago, IL 60604 • (312) 743 7778
www.cityofchicago.org/compliance

Your firm's name will be listed in the City's Directory of Minority Business Enterprises and Women Business Enterprises in the specialty area(s) of:

Microcomputers, Desktop or Towerbased

Microcomputers, Handheld, Laptop, and Notebook

Microcomputers, Multi-Processor

Computers And Information Processing Systems: Hardware, Software, Peripherals,

Accessories, Supplies, Related Materials

Internet and Web Site Software for Microcomputers

Internet and Web Site Software for Main Frame Computer

Computer Digitizing Services

Computer Management Services

Your firm's participation on City contracts will be credited only toward MBE goals in your area(s) of specialty. While your participation on City contracts is not limited to your specialty, credit toward MBE goals will be given only for work done in the specialty categories.

Thank you for your continued interest in the City's Supplier Diversity Program.

Sincerely,


Mary Elliot
Acting Managing Deputy

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: 21007
Certificate Printed on: 03/15/2011
Date of This Filing: 03/15/2011 04:29 PM
Original Filing Date: 03/15/2011 04:29 PM
Disclosing Party: Clarity Partners, LLC
Filed by: Mr. David C. Nankung
Title: Managing Member
Matter: Non-Target Market- II and Related
Services for Various Scope Categories
Applicant: Clarity Partners, LLC
Specification #: 66760
Contract #: 23005

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 1:
APPLICATION DEVELOPMENT, SUPPORT AND ONGOING MAINTENANCE
CLARITY PARTNERS, LLC

For each Key Personnel committed to this project provide information below as requested per Section 3.03.

1. Name: David Nankung
Title: Partner
Role: Project Manager/TV
2. Name: Rodney Zach
Title: Partner
Role: Project Manager
3. Name: James Ferrin
Title: Associate Partner
Role: Project Manager/TV
4. Name: Phillip Shehings
Title: Director
Role: Project Manager/Senior Business Analyst
5. Name: John Gorski
Title: Manager
Role: Senior Business Analyst/ Systems Analyst
6. Name: Karthikeyan Lakshmanan
Title: Senior Manager
Role: Systems Architect
7. Name: Tina Irons
Title: Senior Manager
Role: Senior Business Analyst
8. Name: Madhavi Gandham
Title: Senior Developer
Role: Senior Developer
9. Name: Neil Shah
Title: Senior Manager
Role: Project Manager/TV
10. Name: Ben Herdin
Title: Consultant
Role: Application Support/Infrastructure Support
11. Name: Warner Davis
Title: Consultant
Role: Developer
12. Name: Gene Hong
Title: Consultant
Role: Project Manager/Systems Architect
13. Name: John Hurley
Title: Director
Role: Project Manager/PMO
14. Name: Judith Lee
Title: Consultant
Role: Tester
15. Name: Manoj Rana
Title: Senior Manager
Role: Solutions Architect
16. Name: Vincent Salazar
Title: Consultant
Role: Systems Analyst

EXHIBIT 5
LIST OF KEY PERSONNEL

Category 2:

GIS APPLICATION DEVELOPMENT, SUPPORT AND ONGOING MAINTENANCE
CLARITY PARTNERS, LLC.

For each Key Personnel committed to this project provide information below as requested per Section 3.03.

1. Name: Marcus Brothwell
Title: Senior Consultant
Role: Systems Design and Development
2. Name: T. James Fries
Title: Executive Consultant
Role: Senior Technical Manager
3. Name: Brady Mullis
Title: Consultant
Role: Developer
4. Name: Anna Melcalf
Title: Executive Consultant
Role: Project Manager
5. Name: Janette Lovely
Title: Systems Analyst
Role: Systems Analyst

EXHIBIT 5
LIST OF KEY PERSONNEL

Category 3:

ON-SITE & REMOTE DATABASE SUPPORT & ONGOING MAINTENANCE
CLARITY PARTNERS, LLC.

For each Key Personnel committed to this project provide information below as requested per Section 3.03.

1. Name: David Nankung
Title: Partner
Role: Project Manager
2. Name: John Gorski
Title: Manager
Role: Systems Analyst
3. Name: Kahlkeyan Laksimanan
Title: Senior Manager
Role: Database Administrator
4. Name: Manjavi Gantham
Title: Senior Developer
Role: Database Developer
5. Name: Ben Hendin
Title: Consultant
Role: Systems Support
6. Name: Warner Davis
Title: Consultant
Role: Developer
7. Name: Gene Hong
Title: Senior Manager
Role: Database Architect
8. Name: Thomas Weaver
Title: General Manager
Role: Account Manager
9. Name: Jim Walsh
Title: Director
Role: Service Delivery Manager
10. Name: Brady Mullis
Title: Consultant
Role: Developer

**EXHIBIT 5
LIST OF KEY PERSONNEL**

Category 5:
MANAGEMENT CONSULTING
CLARITY PARTNERS, LLC.

For each Key Personnel committed to this project provide information below as requested per Section 3.03.

1. Name: David Nankung
Title: Partner
Role: Project Manager/TV
2. Name: Rodney Zach
Title: Partner
Role: Project Manager
3. Name: James Ferrin
Title: Associate Partner
Role: Project Manager/TV
4. Name: Phillip Stebbings
Title: Director
Role: Project Manager/Senior Business Analyst
5. Name: Judy Bennett
Title: Manager
Role: Senior Business Analyst
6. Name: Tina Irons
Title: Senior Manager
Role: Senior Business Analyst
7. Name: Neil Shah
Title: Senior Manager
Role: Project Manager/TV
8. Name: Jennifer Stephens
Title: Senior Business Analyst
Role: Senior Business Analyst

**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. 23005

ACKNOWLEDGMENT

Consultant Clarity Parks, LLC, acknowledges, accepts and agrees that P.O. No. 23005 (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.

Clarity Parks, LLC
(Consultant)

By: David Marking
Its: Managing Member

Attest: Commissioner

State of IL
County of Cook

This instrument was acknowledged before me on this 2nd day of September, 2011
by David Marking as President (or other authorized officer) and
_____ as Secretary of Clarity Parks, LLC (Corporation
Name).

(Seal) _____
Notary Public Signature
Commission Expires: 2/3/15



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:

Shannon E. Andrews (AE)

COOK COUNTY CHIEF PROCUREMENT OFFICER

DATED AT CHICAGO, ILLINOIS THIS 5th DAY OF May, 2015.

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

THE FOREGOING BID/PROPOSAL AS IDENTIFIED IN THE CONTRACT DOCUMENTS FOR CONTRACT NUMBER
1488-14219

OR

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

TOTAL AMOUNT OF CONTRACT: \$144,952.50
(DOLLARS AND CENTS)

FUND CHARGEABLE: 0091369.540172

APPROVED AS TO FORM:

NOT REQUIRED

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